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REGULAR MEETING AGENDA
125 E. College Street, Covina, California
Council Chamber of City Hall
Tuesday, March 01, 2016

**CITY COUNCIL/SUCCESSOR AGENCY TO THE COVINA
REDEVELOPMENT AGENCY/COVINA PUBLIC FINANCING
AUTHORITY/COVINA HOUSING AUTHORITY
JOINT MEETING—CLOSED SESSION
6:30 p.m.**

CALL TO ORDER

ROLL CALL

Council/Agency/Authority Members Walter Allen III, Peggy A. Delach, Jorge Marquez, Mayor Pro Tem/Vice Chair Kevin Stapleton and Mayor/Chair John C. King

PUBLIC COMMENTS

The Public is invited to make comment on Closed Session items only at this time. To address the Council/Agency/Authority please complete a yellow speaker request card located at the entrance and give it to the City Clerk. Your name will be called when it is your turn to speak. Individual speakers are limited to five minutes each.

The City Council/Successor Agency to the Covina Redevelopment Agency/Covina Public Financing Authority/Covina Housing Authority will adjourn to closed session for the following:

CLOSED SESSION

- A. G.C. §54957 PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Title: City Manager
- B. G.C. §54957.6 CONFERENCE WITH LABOR NEGOTIATOR
Agency Designed Representative: Mayor
Unrepresented Representative: City Manager

RECESS



**CITY COUNCIL/SUCCESSOR AGENCY TO THE COVINA
REDEVELOPMENT AGENCY/COVINA PUBLIC FINANCING
AUTHORITY/COVINA HOUSING AUTHORITY
JOINT MEETING—OPEN SESSION
7:30 p.m.**

RECONVENE AND CALL TO ORDER

ROLL CALL

Council/Agency/Authority Members Walter Allen III, Peggy A. Delach, Jorge Marquez, Mayor Pro Tem/Vice Chair Kevin Stapleton and Mayor/Chair John C. King

PLEDGE OF ALLEGIANCE

Led by Councilmember Delach

INVOCATION

Given by Covina Police Chaplain Truax

PRESENTATIONS

American Red Cross Month

Volunteer Recognition Announcement

PUBLIC COMMENTS

To address the Council/Agency/Authority please complete a yellow speaker request card located at the entrance and give it to the City Clerk/Agency/Authority Secretary. Your name will be called when it is your turn to speak. Those wishing to speak on a LISTED AGENDA ITEM will be heard when that item is addressed. Those wishing to speak on an item NOT ON THE AGENDA will be heard at this time. State Law prohibits the Council/Agency/Authority Members from taking action on any item not on the agenda. Individual speakers are limited to five minutes each.

COUNCIL/AGENCY/AUTHORITY COMMENTS

Council/Agency/Authority Members wishing to make any announcements of public interest or to request that specific items be added to future Council/Agency/Authority agendas may do so at this time.

CITY MANAGER COMMENTS

CONSENT CALENDAR

All matters listed under consent calendar are considered routine, and will be enacted by one motion. There will be no separate discussion on these items prior to the time the Council/Agency/Authority votes on them, unless a member of the Council/Agency/Authority requests a specific item be removed from the consent calendar for discussion.

CC 1. Minutes of the February 16, 2016, Study Session and Regular meetings of the City Council/Successor Agency to the Covina Redevelopment Agency/Covina Public Finance Authority/Housing Authority.

Report: [Minutes](#)

CC 2. Payment of City demands in the amount of \$2,087,158.02.

Report: [City Demands](#)

CC 3. Payment of Agency demands in the amount of \$13,374.34.

Report: [Agency Demands](#)

CC 4. Renewal of facility-use agreement with Covina Baseball Association.

Report: [Facility-Use Agreement](#)

CC 5. Proposed Service Agreement Extension with Everbridge, Inc. – Nixle Solutions to Provide Community Engagement and Emergency Notification Services.

Report: [Emergency Communications Systems Agreement](#)

CC 6. City Hall Access System Project – Proposed Professional Services Agreement with Enterprise Security, Incorporated to design, install, and maintain comprehensive and integrated City Hall Access and Security System to meet unique needs of Covina City Hall.

Report: [Resolution No. 16-7465](#)

CC 7. Amendment to Agreement with Alameda Park Street Bicycles Inc. dba BikeHub for extra work at Covina BikeHub.

Report: [BikeHub Agreement Amendment](#)

CC 8. Professional Services Agreement with Civiltec Engineering for Covina Senior and Community Center boundary and topographic survey.

Report: [Civiltec Engineering Agreement](#)

CC 9. Amendment to the Information Support Services Agreement with Brea IT Solutions, a division of the City of Brea.

Report: [Brea IT Solutions Agreement](#)

PUBLIC HEARINGS

PH 1. Consideration of Resolution No. 16-7464 to establish fees for use of Parks and Recreation facilities.

Report: [Resolution No. 16-7464](#)

Staff Recommendation:

1. Open the public hearing and receive public testimony;
2. Close the public hearing;
3. Adopt Resolution No. 16-7464 to establish fees for the use of Parks & Recreation facilities;
4. Authorize the City Manager or her designee to establish Policies, Procedures, and Applications for Use of Parks & Recreation facilities.

PH 2. Zoning Code Amendment (ZCA) 16-001, a request to amend Section 17.04.414.5 of Chapter 17.04 to Title 17 (Zoning Ordinance) of the Covina Municipal Code to prohibit the cultivation of marijuana in all zones in the City, including the cultivation by qualified patients, primary caregivers and persons with identification cards.

Report: [Ordinance No. 16-2054](#)

Staff Recommendation:

1. Open the public hearing, receive public testimony, and close the public hearing.
2. Introduce for first reading **Ordinance No. 16-2054**, amending Section 17.04.414.5 of Chapter 17.04 to Title 17 (Zoning Ordinance) of the Covina Municipal Code to prohibit the cultivation of marijuana in all zones in the City, including the cultivation by qualified patients, primary caregivers and persons with identification cards.

CONTINUED BUSINESS - NONE

NEW BUSINESS

NB 1. Red-Light Photo Enforcement System contract options.

Report: [Contract Options](#)

Staff Recommendation:

Review and discuss the City's red-light photo enforcement system contract and provide direction.

ADJOURNMENT

The Covina City Council/Successor Agency to the Covina Redevelopment Agency/Covina Public Financing Authority/Covina Housing Authority will adjourn to its special meeting of the Council/Agency/Authority scheduled for Wednesday, March 9, 2016, at 8:00 a.m. for strategic planning session in the Administration Conference Room, City Hall, 2nd Floor, 125 East College Street, Covina, California, 91723.

Any member of the public may address the Council/Agency/Authority during both the public comment period and on any scheduled item on the agenda. Comments are limited to a maximum of five minutes per speaker unless, for good cause, the Mayor/Chairperson amends the time limit. Anyone wishing to speak is requested to submit a yellow Speaker Request Card to the City Clerk; cards are located near the agendas or at the City Clerk's desk.

MEETING ASSISTANCE INFORMATION: In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk's Office at (626) 384-5430. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

If you challenge in court any discussion or action taken concerning an item on this agenda, you may be limited to raising only those issues you or someone else raised during the meeting or in written correspondence delivered to the City at or prior to the City's consideration of the item at the meeting.

The Covina City Clerk's Office does hereby declare that, in accordance with California Government Code Section 54954.2(a), the agenda for the Tuesday, March 01, 2016, meeting was posted on February 25, 2016, on the City's website and near the front entrances of: 1) Covina City Hall, 125 East College Street, Covina; and 2) the Covina Public Library, 234 N. Second Avenue, Covina; and 3) the Joslyn Center, 815 N. Barranca Avenue, Covina.

MATERIALS RELATED TO AN ITEM ON THIS AGENDA, AND SUBMITTED TO THE CITY COUNCIL AFTER PUBLICATION OF THE AGENDA, ARE AVAILABLE TO THE PUBLIC IN THE CITY CLERK'S OFFICE AT 125 E. COLLEGE STREET, COVINA.

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ITEM NO. CC 1

MINUTES OF FEBRUARY 16, 2016

**REGULAR STUDY SESSION MEETING OF THE COVINA CITY COUNCIL/
SUCCESSOR AGENCY TO THE COVINA REDEVELOPMENT AGENCY/COVINA
PUBLIC FINANCING AUTHORITY/COVINA HOUSING AUTHORITY HELD IN THE
COMMUNITY ROOM OF COVINA PUBLIC LIBRARY, 234 NORTH SECOND
AVENUE, COVINA, CALIFORNIA**

CALL TO ORDER

Mayor King called the Council/Agency/Authority meeting to order at 5:11 p.m.

ROLL CALL

Councilmembers Present: Peggy A. Delach, Jorge Marquez, Mayor Pro Tem Vice-Chair Kevin Stapleton, and Mayor/Chair John C. King.

Councilmembers Absent: Walter Allen III.

Elected Members Present: City Treasurer Geoffrey Cobbett.

Elected Members Absent: City Clerk Mary Lou Walczak.

Staff Members Present: City Manager Andrea M. Miller, City Attorney Candice K. Lee, Public Works Director Siobhan Foster, Community Development Director Brian Lee, Human Resources Director Danielle Tellez, Parks and Recreation/Library Director Amy Hall-McGrade, Police Captain Derek Webster, Assistant to the City Manager Angel Carrillo, and Chief Deputy City Clerk Sharon F. Clark.

PUBLIC COMMENTS – None.

COUNCIL/AGENCY/AUTHORITY COMMENTS

Mayor Pro Tem Stapleton led the Pledge of Allegiance.

CITY MANAGER COMMENTS – None.

NEW BUSINESS

NB 1. Covina Community and Senior Center.

City Manager Miller introduced the item. Public Works Director Foster presented the staff report and introduced Armando Gonzalez, Principal, of Gonzalez Goodale Architects who presented a draft version of the presentation being prepared for the first community meeting about the new senior center, and distributed a printed version to participants and the public. In response to an inquiry by Mayor King, Mr. Gonzalez provided more detail about planning acoustics of the center to meet the specific needs of seniors and for consideration of multi-use spaces.

Member of the public Bill Robinson suggested moving the existing building to a new foundation closer to Barranca Avenue as a cost-saving measure.

City Manager Miller explained that the analysis of various consultants had concluded that it would be the most cost-effective to do a full rebuild of the project and told Mr. Robinson she would provide him with a copy of the report.

Discussion included suggestions on design for a Craftsman-style exterior, a round building, the inclusion of an inside cell tower, a second floor for other uses, and lots of windows; a desire to hear senior input on the design; the opportunity to allow local clubs such as Rotary and Kiwanis to use the new building; the desirability of a low-maintenance building and inter-generational design for future growth; planning for more tech-savvy seniors and outreach to determine why more seniors aren't participating in current programs; desire for a Lead-certified facility; planning for storage needs; and accommodation for billiards players and dance recitals.

Mr. Gonzalez and Project Manager Jake Shirvanyan responded to Council questions by clarifying the design will focus on senior *and* community needs and that the total square footage exceeds the original plan for 10,000 square feet; explained the envisioned uses of rooms, location of storage areas, and the importance of planning for how to get from one place to another; and noted that this is just a first look at possible design as there has not yet been dialogue with staff on uses.

Project Manager Shirvanyan presented siting options at Covina Park noting consideration of mature trees, parking areas, surrounding residential areas, and possible relocation of the playground area and softball field.

City Manager Miller explained that the goal is to move the softball field to Kelby Park and that two million dollars in funding has been requested from the County of Los Angeles.

Public Works Director Foster commented on the potential for using Fourth Avenue for parking and on minimizing parking encroachment on the park.

City Manager Miller stressed that the City recognizes there is an existing issue with parking and the reconfiguration of this park and addition of the community center provides an opportunity to address this issue and alleviate the parking impact for residents.

Discussion continued on possible locations for the new building with regard to parking; safety for pedestrians; relocation of the baseball field, basketball and tennis courts; noise-mitigation considerations; tree removal and planting new trees; multi-use open space areas; and completing improvements in phases.

In conclusion, City Manager Miller stated that Parks and Recreation staff will review existing uses at Covina Park and report back to Council at the March 1, 2016, study session meeting.

NB 2. Former K-Mart property reuse concept. Covina iTEC/Foothill Transit Park & Ride/Covina transit-oriented residential development project.

City Manager Miller introduced Attorney Mike Yoshiba of Richards, Watson, Gershon; Consultant Bill Kelly of Kelly Management Group, and Economic Development Consultant Barry Foster of HdL Consultants, who will be assisting the City with this project.

Community Development Director Lee presented the conceptual project and introduced representatives of project-participant entities: Public Outreach Consultants Peter Whittingham and Liz Ramirez of Curt Pringle & Associates; Deputy Executive Director Kevin McDonald and Director of Facilities Sharlane Bailey of Foothill Transit; and Vice-President of Forward Planning Lester Tucker and Senior Project Manager Matt Brady of MLC Holdings, Inc.

Public Outreach Consultant Ramirez presented the Covina Forward concept in designing land-use and an overview of the benefits of public/private partnership; the proposed Covina iTEC project; transit-oriented residential development; challenges of the project site; changes in the retail industry; and benefits to Covina such as providing a regional destination, enhanced regional image, and providing infrastructure/facilities that are currently lacking.

Community Development Director Lee presented conceptual site-plan designs; described the potential of the project for a business incubator to support start-up companies, local colleges, and students graduating who may work as entrepreneurs; explained that the residential component would be consistent in different site lay-out options; that the Foothill Transit component would have the same number of spaces in different layout & location options; and that the project would create an iconic visual statement.

Deputy Executive Director MacDonald presented Foothill Transit's mission statement, agency background, service area, proposed transit park & ride, similar transit projects, and conceptual designs.

Vice-President of Forward Planning Tucker commented on the residential component, explained that MLC Holdings is a subsidiary of Meritage Homes specializing in urban infill projects, and presented recent projects and conceptual imagery.

Community Development Director Lee summarized that the entitlement process is just beginning, and that this is an integrated project in which each component supports the others.

There were no public comments.

Discussion included this project putting Covina on the map; there is currently no event center in the general area; the project would facilitate commuting to Los Angeles; the potential for persuading regional groups such as the Council of Governments (COG) to relocate to this area; that the residential component would consist of an estimated 100 townhome units with three to four bedrooms and possibly some two-bedroom units; and that there are no designs yet.

City Manager Miller explained in early meetings MLC proposed a 100% residential project. That was not the City's vision for the community and MLC agreed. Additionally, the parties committed to a robust community engagement process. Through this process, design guidelines that will guide all components of the project will be developed.

Public Outreach Consultant Whittingham commented that robust community education will be rolled out and feedback received from the community in order to end up with a project the community embraces.

In response to a Council concern expressed about a bordering portion of the location being an eyesore, City Manager Miller reported that the City is continuing to have discussions with this property owner about the property and the proposed development.

In conclusion, City Manager Miller commented that the Council will be kept updated on the progress of the project including public outreach efforts and will start to see related items on the regular meeting agenda for action.

ADJOURNMENT

At 6:44 p.m., the meeting of the Covina City Council/Successor Agency to the Covina Redevelopment Agency/Covina Public Financing Authority/Covina Housing Authority was adjourned to its next regular meeting of the Council/Agency/Authority scheduled for Tuesday, February 16, 2016, at 7:00 p.m. for closed session and at 7:30 p.m. for open session inside the Council Chamber, 125 East College Street, Covina, California, 91723.

Respectfully Submitted:

Sharon F. Clark, CMC
Chief Deputy City Clerk

Approved this 1st day of March, 2016:

John C. King, Mayor/Chair



MINUTES OF FEBRUARY 16, 2016

REGULAR MEETING OF THE COVINA CITY COUNCIL/SUCCESSOR AGENCY TO THE COVINA REDEVELOPMENT AGENCY/COVINA PUBLIC FINANCING AUTHORITY/COVINA HOUSING AUTHORITY HELD IN THE COUNCIL CHAMBER OF CITY HALL, 125 EAST COLLEGE STREET, COVINA, CALIFORNIA

CALL TO ORDER

Mayor King called the Council/Agency/Authority meeting to order at 7:01 p.m. with all Councilmembers present except Councilmember Allen. There were no public comments. Mayor King recessed the Council to closed session at 7:02 p.m.

ROLL CALL

Councilmembers Present: Peggy A. Delach, Jorge Marquez, Mayor Pro Tem/Vice-Chair Kevin Stapleton, and Mayor/Chair John C. King.

Councilmembers Absent: Walter Allen III.

Elected Members Present: City Treasurer Geoffrey Cobbett and City Clerk Mary Lou Walczak.

Staff Members Present: City Manager Andrea M. Miller, City Attorney Candice K. Lee, Public Works Director Siobhan Foster, Community Development Director Brian Lee, Parks and Recreation/Library Director Amy Hall-McGrade, Police Captain Derek Webster, Acting Assistant Fire Chief Jim Enriquez, Parks and Recreation Manager Lisa Evans, Assistant to the City Manager Angel Carrillo, GIS Technician James Knox, and Chief Deputy City Clerk Sharon F. Clark.

CLOSED SESSION

A. G.C. §54956.8 – CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Property: 413 North Citrus Ave. (APN: 8431-028-026)

Agency negotiator: Andrea Miller, City Manager

Negotiating parties: Joe Oftelie, City Ventures

Under negotiation: Negotiations to include both price and terms of payment

RECONVENE AND CALL TO ORDER

Mayor King reconvened the meeting into open session at 7:37 p.m. and announced that all Councilmembers were present except Councilmember Allen.

City Attorney Lee announced that there was no reportable action taken and that direction was given to staff.

PLEDGE OF ALLEGIANCE

Councilmember Marquez led the Pledge of Allegiance.

INVOCATION

Police Chaplain Truax gave the invocation.

PRESENTATIONS – None.

PUBLIC COMMENTS

Member of the public Raul Trevino commented that the revised entertainment permit does not include a provision for buffers between similar businesses that he previously brought to the Council's attention, requested that Council consider adding the provision, and submitted a copy of a City of Pasadena ordinance as an example of what he is requesting.

City Manager Miller responded that she had met with Mr. Trevino and agrees this should be evaluated as part of the review and analysis of the City's Zoning Code, which is underway; and that the City has started a series of study sessions with the Planning Commission, and is currently reviewing zoning provisions; and that the change requested will be considered as part of that review.

Member of the public Leonard Wayne Rose, Jr. commented on issues regarding the homeless, on current weather conditions, and on his religious beliefs.

COUNCIL/AGENCY/AUTHORITY COMMENTS

Mayor Pro Tem Stapleton reported on the passing of Charles Ozenghar and requested adjournment in his memory.

Mayor King commented that Mr. Ozenghar had attended many Council meetings.

Councilmember Marquez commented that Covina is moving forward for 2016, that the Council discussed the new senior & community center at its study session earlier this evening, and invited residents to a meeting to give community input on the new center on Monday, February 22, 2016, from 9:00 a.m. to 11:00 a.m., at the Joslyn Center.

Mayor King announced Covina Library events: Family Movie Night featuring *Alice in Wonderland* on Friday, February 19, 2016, at 4:30 p.m.; Graphic Novel Club Meeting for teens ages 12-17 on Friday, February 26, 2016, from 5:00 to 6:00 p.m.; and Play & Learn Workshops for parents and newborns and the Library Volunteer Program; Joslyn Center events: Los Angeles Regional Food Bank on Wednesday, February 17, 2016, from 9:00 to 11:00 a.m., and the Senior Center Monthly Dance on Friday, February 26, 2016, from 1:30 to 4:30 p.m.; and the Parks and Recreation Department's Leaders-in-Training and Junior Lifeguard programs beginning March 7, 2016; and Camp Covina's Spring session open now through March 24, 2016. In closing, he thanked City Clerk Mary Lou Walczak for the flowers she brings for Council and staff on a regular basis.

CITY MANAGER COMMENTS

City Manager Miller requested that Consent Calendar item CC 9 be pulled for separate discussion so that Parks and Recreation/Library Director Hall-McGrade and Parks and Recreation Manager Evans could provide additional detailed information; and requested that

Consent Calendar item CC 11 be approved with the addition of authorization for the City Manager to execute the agreement.

CONSENT CALENDAR

Mayor King announced that a speaker card had been received for Consent Calendar item CC 4, for Council questions for the speaker only. Councilmember Marquez requested that the item be pulled for separate discussion.

A motion was made by Mayor Pro Tem Stapleton, seconded by Councilmember Delach, to approve Consent Calendar items CC 1 – 3, 5 – 8, 10, and 12 as presented, and CC 11 as amended to authorize the City Manager to execute the agreement.

Motion approved Consent Calendar items CC 1 – 3, 5 – 8, and 10 – 12 as follows:

AYES: DELACH, KING, MARQUEZ, STAPLETON

NOES: NONE

ABSTAIN: NONE

ABSENT: ALLEN

- CC 1. City Council approved the Minutes of the January 19, 2016, and February 5, 2016, Regular Joint meetings of the City Council/Successor Agency to the Covina Redevelopment Agency/Public Financing Agency/Housing Authority.
- CC 2. City Council approved payment of City demands in the amount of \$1,230,922.78.
- CC 3. Successor Agency to the Covina Redevelopment Agency approved payment of Agency demands in the amount of \$62,588.91.
- CC 5. City Council determined that note terms, agreement terms and program requirements are satisfied for The Artist Pizzeria, LLC, a CDBG Economic Development Program participant; authorized removal of the loan/grant restrictions upon approval of program compliance by Los Angeles County Community Development Commission; and authorized the City Manager or her designee to execute related documents.
- CC 6. City Council adopted **Resolution No. 16-7461** amending the Mid-Management, Supervisory and Professional, and Confidential and Technical Employees Compensation Rules to revise the classification of Environmental Services Manager to Environmental Services and Transportation Manager.
- CC 7. City Council authorized the City Manager to execute the Memorandum of Understanding between the Los Angeles County Metropolitan Transportation Authority and the City of Covina for the Proposition A Discretionary Incentive Grant Program for Collecting and Reporting Data for the National Transit Database for Report Year 2013.
- CC 8. City Council accepted the work performed by Brithinee Electric for the amount of \$29,184.75, A&B Electric for the amount of \$14,965.15, and Control Automation for the amount of \$30,930; and authorized the City Clerk to file a Notice of Completion for Roycove Reservoir and Pump Station Emergency Project pursuant to Chapter 2.5 (Emergency Contracting Procedures) of the Public Contracts Code.

- CC 10. City Council approved the Limited Term Permit and Permit and License Agreement between the County of Los Angeles and the City of Covina for the Use of Valleydale Park for Senior Center Program, and authorized the City Manager to execute the Limited Term Permit and the Permit and License Agreement.
- CC 11. City Council approved the Professional Services Agreement with Vavrinek Trine Day & Company, LLP for accounting services, and authorized the City Manager to execute the agreement.
- CC 12. City Council adopted **Resolution No. 16-7462** approving an employment agreement with retired PERS annuitant for Finance Director Services for a limited duration, and authorized the City Manager to approve and execute a Retired Annuitant Employment Agreement with Dennis Swink.

CONSENT CALENDAR ITEMS PULLED FOR SEPARATE DISCUSSION

- CC 4. Amend a Promissory Note provided under the City of Covina CDBG Housing Rehabilitation program.

Community Development Director Lee explained that this item is to make this loan consistent with all other rehabilitation loans. City Manager Miller added that the property owner’s name was left off of the agenda for privacy reasons, but that the property owner was present and available for questions from Council.

A motion was made by Councilmember Delach, seconded by Mayor Pro Tem Stapleton, to approve an amendment to a 2010 Promissory Note provided under the City of Covina CDBG Housing Rehabilitation program; authorize reconveyance of the Deed of Trust; and authorize the City Manager or her designee to execute related documents.

Motion approved Consent Calendar item CC 4 as follows:

AYES: DELACH, KING, MARQUEZ, STAPLETON
NOES: NONE
ABSTAIN: NONE
ABSENT: ALLEN

- CC 9. Professional Services Agreement with Blueray Management, LLC for the operation of the 2016 Aquatics Program.

City Manager Miller commented the City staff is continuing to identify more cost-efficient ways of providing services and commended Parks and Recreation/Library Director Hall-McGrade and Parks and Recreation Manager Evans for identifying a new approach to provide aquatic programs.

Parks and Recreation Manager Evans provided detail and comparison of costs/revenues and customer service determining factors between the two service providers considered, and explained that Blueray would handle all staffing, including hiring and provision of liability insurance for employees. City Manager Miller added that the City has standard insurance requirements Blueray must meet, and they are responsible for acts of their employees.

A motion was made by Mayor Pro Tem Stapleton, seconded by Councilmember Marquez, to approve the Professional Services Agreement with Blueray Management, LLC for the operation of the 2016 Aquatics Program.

Mayor King announced, in the interest of transparency, that he has two adult children who work in the City's Parks and Recreation Department.

Parks and Recreation Manager Evans added that Blueray has indicated they are open to considering the previous aquatic program staff for employment.

Motion approved Consent Calendar item CC 9 as follows:

AYES: DELACH, KING, MARQUEZ, STAPLETON
NOES: NONE
ABSTAIN: NONE
ABSENT: ALLEN

PUBLIC HEARING

PH 1. Public Hearing to consider a substantial amendment to the Fiscal Year 2015-2016 Community Development Block Grant (CDBG) program budget.

Mayor King opened the public hearing.

City Manager Miller introduced the item. The staff report was presented by Community Development Director Lee.

There were no public comments.

Mayor King closed the public hearing.

A motion was made by Mayor Pro Tem Stapleton, seconded by Councilmember Marquez to adopt **Resolution No. 16-7463**, authorizing the termination of the Forty-First Year CDBG Project 600525-15, Economic Development, and approval of the new project Senior Center Construction; and authorize the City Manager or her designee to execute documents related to the FY 2015-2016 CDBG funds.

Motion approved Consent Calendar item PH 1 as follows:

AYES: DELACH, KING, MARQUEZ, STAPLETON
NOES: NONE
ABSTAIN: NONE
ABSENT: ALLEN

CONTINUED BUSINESS – None.

NEW BUSINESS – None.

ADJOURNMENT

At 8:11 p.m., the Covina City Council/Successor Agency to the Covina Redevelopment Agency/Covina Public Financing Authority/Covina Housing Authority was adjourned in memory of Charles Ozenghar to its special meeting of the Council/Agency/Authority scheduled for Tuesday, March 1, 2016, at 5:00 p.m. for study session in the Covina Library Community Room at 234 N. Second Avenue, Covina, California, 91723; and its regular meeting at 6:30 p.m. for closed session and 7:30 p.m. for open session inside the Council Chamber, 125 East College Street, Covina, California, 91723.

Respectfully Submitted:

Sharon F. Clark, CMC
Chief Deputy City Clerk

Approved this 1st day of March, 2016:

John C. King, Mayor/Chair



CITY OF COVINA
AGENDA REPORT

ITEM NO. CC 2

MEETING DATE: March 1, 2016
TITLE: Payment of Demands
PRESENTED BY: Dennis Swink, Interim Finance Director
RECOMMENDATION: Approve Payment of Demands in the amount of \$2,087,158.02

BACKGROUND:

Attached is a list of warrants and demands which are being presented for approval and are summarized as follows:

<u>DATE OF DEMANDS</u>		<u>DEMAND NUMBERS</u>	<u>AMOUNT</u>
ACCOUNTS PAYABLE WARRANTS			
Jan. 29 - Feb 11, 2016	Wires/EFTs	5071-5076	\$ 156,464.35
	Checks	78366-78571	\$ 1,542,269.37
<u>PAYROLL</u>			
2/11/16			\$ 511,767.71
<u>VOIDS</u>			
	Checks	77269	\$ (142,380.24)
<u>WORKERS COMPENSATION</u>			
1/29/16			\$ 269.28
2/1/16			\$ 1,713.37
2/2/16			\$ 2,558.95
2/3/16			\$ 2,755.80
2/4/16			\$ 4,337.38
2/5/16			\$ 352.48
2/8/16			\$ 1,238.55
2/10/16			\$ 5,337.02
2/11/16			\$ 474.00
GRAND TOTAL:			\$ 2,087,158.02

DISCUSSION:

FISCAL IMPACT:

Sufficient funding is available and the related costs are included in the Fiscal Year 15/16 Adopted Budget.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

Respectfully submitted,

Dennis Swink
Interim Finance Director

ATTACHMENTS:

Attachment A: Check Register

CITY OF COVINA
Check Register
JAN. 29 - FEB. 11, 2016

Check #	Check Date	Vendor	Name	Amount
5071	2/4/16	2234	PERS	142,380.24
5072	2/10/16	4160	ICMA	80.00
5073	2/10/16	1405	ICMA RETIREMENT	4,653.47
5074	2/10/16	4003	MidAmerica	2,264.64
5075	2/10/16	2033	NATIONWIDE RETI	6,200.00
5076	2/10/16	4223	ZUMWALT, KRISTI	886.00
			subtotal EFT/wires	\$156,464.35
78366	2/3/16	26	ABSOLUTE SECURI	3,729.24
78367	2/3/16	32	ACE-1 AUTO SERV	208.68
78368	2/3/16	84	AIRGAS-WEST	334.40
78369	2/3/16	91	ALAS, NINA	49.00
78370	2/3/16	4415	AMERICAN CINEMA	354.00
78371	2/3/16	4117	ARTISTIC RECONS	43.75
78372	2/3/16	254	AZUSA LIGHT & W	565.99
78373	2/3/16	255	AZUSA PLUMBING	181.60
78374	2/3/16	260	B & K ELECTRIC	66.86
78375	2/3/16	423	BRUNSWICK COVIN	38.50
78376	2/3/16	581	CCH	136.63
78377	2/3/16	617	CHARTER OAK GYM	490.88
78378	2/3/16	618	CHARTER OAK HAR	72.66
78379	2/3/16	635	CHIA	660.00
78380	2/3/16	4303	CHRISTOF MUNOZ	126.00
78381	2/3/16	649	CINTAS CORP #69	247.48
78382	2/3/16	653	CITRUS AUTO UPH	93.60
78383	2/3/16	720	COMPUTER SERVIC	3,446.00
78384	2/3/16	3235	COOK, SHAWNA	113.76
78385	2/3/16	766	COVINA DISPOSAL	13,375.43
78386	2/3/16	783	COVINA WATER	146.03
78387	2/3/16	3982	CUGNO, CAROL A	11.03
78388	2/3/16	849	DAPEER ROSENBLI	12,566.86
78389	2/3/16	896	DH MAINTENANCE	3,485.00
78390	2/3/16	970	EDISON CO	32,107.18
78391	2/3/16	4332	ERIC ARROYO	6,300.00
78392	2/3/16	1180	GIAMMARCO, ANTH	95.20
78393	2/3/16	1204	GOLDEN STATE WA	228.82
78394	2/3/16	1235	GRAINGER	727.32
78395	2/3/16	1361	HOLLIDAY ROCK C	329.18
78396	2/3/16	1393	HYATT REGENCY S	447.30
78397	2/3/16	3732	ILLINOIS LIBRAR	33.00
78398	2/3/16	1463	J.G. TUCKER AND	203.26
78399	2/3/16	3654	JEREMIAH DONOVA	64.75
78400	2/3/16	3659	JMDIAZ	2,300.50
78401	2/3/16	1531	JW LOCK CO INC	135.71
78402	2/3/16	1561	KEYSTONE UNIFOR	850.53

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78403	2/3/16	4019	KIMLEY-HORN AND	2,480.00
78404	2/3/16	1617	LA CNTY REGISTR	75.00
78405	2/3/16	1633	LACPCA	300.00
78406	2/3/16	1663	LAW ENFORCEMENT	325.00
78407	2/3/16	3190	LAYNE, JONATHAN	70.44
78408	2/3/16	3209	LAYNE, SHARON	17.50
78409	2/3/16	1680	LEAGUE OF CALIF	400.00
78410	2/3/16	1715	LIGHTNING OIL C	1,385.00
78411	2/3/16	4212	MALETZ, CHRISTI	73.25
78412	2/3/16	4424	MANFREDI, NICK	1,050.00
78413	2/3/16	3932	MAR, ARLENE D.	44.80
78414	2/3/16	4089	MEASOM, DEVIN T	79.19
78415	2/3/16	1895	MERRIMAC ENERGY	15,255.56
78416	2/3/16	1933	MISSION LINEN S	111.17
78417	2/3/16	3810	MYERS & SONS HI	75.60
78418	2/3/16	2027	NAPA AUTO PARTS	2.18
78419	2/3/16	2104	OFFICE DEPOT	69.03
78420	2/3/16	99999	CARLOS GONZALES	102.00
78421	2/3/16	99999	GERALD & MAUREEN COLWELL TRS	3,643.92
78422	2/3/16	99999	GERALD & STACEY SAVELLE	126.78
78423	2/3/16	2182	PALMS CASINO &	332.64
78424	2/3/16	2182	PALMS CASINO &	332.64
78425	2/3/16	2238	PEST OPTIONS IN	95.00
78426	2/3/16	2309	PROFESSIONAL AC	538.00
78427	2/3/16	2345	QUILL	195.65
78428	2/3/16	4101	RANCHO JANITORI	490.89
78429	2/3/16	3655	ROBERT WONG	87.50
78430	2/3/16	2466	RODRIGUEZ, DAVI	102.00
78431	2/3/16	2510	S & S WORLDWIDE	42.45
78432	2/3/16	4106	SCHNEIDER, TINA	45.50
78433	2/3/16	2607	SERESINGHE, AJI	588.00
78434	2/3/16	2719	SPARKLETTS	20.15
78435	2/3/16	3950	STERICYCLE, INC	294.84
78436	2/3/16	2818	TAVANNA	14.70
78437	2/3/16	2846	THOMAS, TERRI	100.19
78438	2/3/16	2853	THYSSENKRUPP EL	4,528.40
78439	2/3/16	3185	TOSHIBA FINANCI	1,872.31
78440	2/3/16	4247	UNITED WATER WO	1,839.51
78441	2/3/16	2999	VERIZON CALIFOR	854.57
78442	2/3/16	3004	VICTORY EXTERMI	50.00
78443	2/3/16	3187	WAGONER, PAMELA	62.72
78444	2/3/16	3043	WARREN DISTRIBU	57.56
78445	2/3/16	3082	WESTERN WATER W	156.52
78446	2/3/16	3137	Y TIRE SALES	1,547.57
78447	2/10/16	14	A1 RENTALS	301.95

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78448	2/10/16	23	ABORTA BUG INC	75.00
78449	2/10/16	58	ADVANTAGE	10,436.35
78450	2/10/16	82	AIR-BREE HEATIN	643.01
78451	2/10/16	4413	ALAMEDA PARK ST	13,800.00
78452	2/10/16	4425	ALAN M GHALEB,	14,000.00
78453	2/10/16	3789	AMAZON LLC	49.99
78454	2/10/16	236	AUTOMATIC STORE	176.97
78455	2/10/16	255	AZUSA PLUMBING	56.98
78456	2/10/16	376	BOND LOGISTIX	5,041.10
78457	2/10/16	409	BRITHINEE ELECT	29,184.75
78458	2/10/16	430	BUILDING ELECTR	75.00
78459	2/10/16	457	CA PARKS AND RE	990.00
78460	2/10/16	457	CA PARKS AND RE	165.00
78461	2/10/16	4357	CASTELLANOS	130.00
78462	2/10/16	572	CATHOLIC CHARIT	6,776.00
78463	2/10/16	600	CERTIFIED UNDER	52.40
78464	2/10/16	634	CHEVRON PRODUCT	521.72
78465	2/10/16	3736	CHRISTIAN BROTH	462.00
78466	2/10/16	649	CINTAS CORP #69	449.38
78467	2/10/16	654	CITRUS CAR WASH	12.99
78468	2/10/16	676	CLEARs	50.00
78469	2/10/16	682	CLINICAL LAB OF	427.50
78470	2/10/16	730	CONTEMPORARY IN	12.00
78471	2/10/16	736	COON, MARK	250.00
78472	2/10/16	762	COVINA CHAMBER	710.00
78473	2/10/16	771	COVINA IRRIGATI	152,024.40
78474	2/10/16	4268	COVINA LAWN MOW	22.53
78475	2/10/16	783	COVINA WATER	51.58
78476	2/10/16	798	CRAFCO INC	2,799.12
78477	2/10/16	878	DELTA DENTAL OF	195.78
78478	2/10/16	970	EDISON CO	42,399.09
78479	2/10/16	1007	ENVISIONWARE	1,633.91
78480	2/10/16	4332	ERIC ARROYO	900.00
78481	2/10/16	3911	FACTORY MOTOR P	147.28
78482	2/10/16	1198	GLOBALSTAR LLC	53.38
78483	2/10/16	1235	GRAINGER	756.78
78484	2/10/16	1275	HAAKER EQUIPMEN	12,156.03
78485	2/10/16	3934	HF & H CONSULTA	1,593.75
78486	2/10/16	1344	HICKEY, STEVEN	302.95
78487	2/10/16	1371	HOSE MAN INC, T	10.63
78488	2/10/16	3988	HYDRO CONNECTIO	15.78
78489	2/10/16	1428	INGRAM DIST GRO	43.03
78490	2/10/16	1441	INTERSTATE BATT	99.49
78491	2/10/16	1463	J.G. TUCKER AND	51.07
78492	2/10/16	1498	JNL CREATIONS	242.53

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78493	2/10/16	3731	JUNIOR LIBRARY	96.74
78494	2/10/16	1547	KELLY PAPER CO	1,635.00
78495	2/10/16	1561	KEYSTONE UNIFOR	1,163.00
78496	2/10/16	4220	KJ SERVICES ENV	200.00
78497	2/10/16	1578	KLYMKIW, MARIE	1,343.00
78498	2/10/16	3987	KYOCERA DOCUMEN	4,160.68
78499	2/10/16	1601	L3 COMMUNICATIO	752.81
78500	2/10/16	1609	LA CNTY COUNTY	60.00
78501	2/10/16	1610	LA CNTY DEPT OF	26.00
78502	2/10/16	1612	LA CNTY DEPT OF	5,988.29
78503	2/10/16	1614	LA CNTY FIRE DE	758,205.00
78504	2/10/16	4156	LEVERAGE INFORM	19,545.17
78505	2/10/16	1708	LIFE ASSIST INC	882.90
78506	2/10/16	1710	LIFELOC TECHNOL	2,400.00
78507	2/10/16	1754	LOWE'S COMPANIE	65.42
78508	2/10/16	1908	MICHAEL J O'DAY	60.00
78509	2/10/16	1933	MISSION LINEN S	101.00
78510	2/10/16	1961	MOORE & ASSOCIA	2,750.00
78511	2/10/16	3810	MYERS & SONS HI	110.70
78512	2/10/16	2101	OCLC/FOREST PRE	1,300.21
78513	2/10/16	2104	OFFICE DEPOT	222.34
78514	2/10/16	4201	OFFICE TEAM	444.80
78515	2/10/16	99999	JORGE FRANCO	15.00
78516	2/10/16	99999	RITA ABOUCHEDID	45.00
78517	2/10/16	99999	RUDY DACPANO	25.00
78518	2/10/16	99999	TAMARA DOBAR	15.00
78519	2/10/16	2134	ORKIN PEST CONT	114.13
78520	2/10/16	2163	PACIFIC PARKING	504.70
78521	2/10/16	2219	PECHANGA RESORT	300.00
78522	2/10/16	2335	PYRO-COMM SYSTE	135.00
78523	2/10/16	2345	QUILL	80.44
78524	2/10/16	2415	REPUBLIC MASTER	267.16
78525	2/10/16	4375	RESOURCE ACTION	96.00
78526	2/10/16	3796	RICHARD, WATSON	19,003.36
78527	2/10/16	2447	RIVERSIDE CNTY	228.00
78528	2/10/16	2456	ROBISON, MIKE	500.00
78529	2/10/16	2557	SANTA ANITA FAM	490.00
78530	2/10/16	4414	SINGLETON INTER	600.00
78531	2/10/16	2676	SMART AND FINAL	291.16
78532	2/10/16	4389	SOCIAL VOCATION	969.00
78533	2/10/16	2711	SOUTHEAST CONST	193.98
78534	2/10/16	2719	SPARKLETTS	20.15
78535	2/10/16	2787	SUTMAN, WILLIAM	56.00
78536	2/10/16	2790	SWANK MOTION PI	1,695.00
78537	2/10/16	2825	TELEVISION EQUI	871.39

CITY OF COVINA
Check Register
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78538	2/10/16	2852	THREE VALLEY MU	9,390.76
78539	2/10/16	2855	TIME WARNER CAB	557.51
78540	2/10/16	2926	TYLER TECHNOLOG	51,308.26
78541	2/10/16	2935	UNDERGROUND SER	147.00
78542	2/10/16	2966	V & V MANUFACTU	833.31
78543	2/10/16	2999	VERIZON CALIFOR	778.25
78544	2/10/16	3700	Vinnie's	500.00
78545	2/10/16	3014	VISION SERVICE	73.31
78546	2/10/16	4255	VOYA FINANCIAL	13.38
78547	2/10/16	3023	VULCAN MATERIAL	124.52
78548	2/10/16	3078	WEST PAYMENT CE	295.35
78549	2/10/16	3082	WESTERN WATER W	961.82
78550	2/10/16	3706	WESTRUX INTERNA	213.56
78551	2/10/16	4394	WHEEL FUN RENTA	472.00
78552	2/10/16	3127	WORLD BOOK SCHO	881.82
78553	2/10/16	3134	XEROX CORPORATI	558.04
78554	2/10/16	68	AFLAC	4,045.92
78555	2/10/16	69	AFSCME	800.00
78556	2/10/16	487	CaIPERS	57,250.38
78557	2/10/16	3846	CLEA	477.75
78558	2/10/16	3846	CLEA	110.25
78559	2/10/16	775	COVINA POLICE A	2,700.00
78560	2/10/16	789	COVINA-FSA, CIT	1,050.02
78561	2/10/16	878	DELTA DENTAL OF	6,955.14
78562	2/10/16	1106	FRANCHISE TAX B	399.37
78563	2/10/16	1247	GREAT WEST LIFE	4,245.10
78564	2/10/16	3795	LEGAL SHIELD	252.65
78565	2/10/16	2234	PERS	138,676.53
78566	2/10/16	2234	PERS	243.62
78567	2/10/16	2235	PERS LONG TERM	136.57
78568	2/10/16	2946	UNITED WAY OF G	17.50
78569	2/10/16	3014	VISION SERVICE	709.08
78570	2/10/16	4255	VOYA FINANCIAL	4,334.84
78571	2/10/16	3045	WASHINGTON NATI	76.17

<i>subtotal checks</i>	\$ 1,542,269.37
<i>subtotal payroll</i>	\$ 511,767.71
<i>subtotal voids</i>	\$ (142,380.24)
<i>subtotal workers' compensation</i>	\$ 19,036.83

TOTAL checks/EFTs	\$ 2,087,158.02
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STATE OF CALIFORNIA)
) ss:
COUNTY OF LOS ANGELES)

I, Dennis Swink, being first duly sworn, declare that I am the Interim Finance Director of the City of Covina and have read the attached Register(s) of Audited Demands for the City of Covina Accounts Payable for 1/29-2/11/16; payroll for 2/11/16; workers' compensation and voids for 1/29-2/11/2016; know the contents thereof, and do certify as to the accuracy of the attached demands and the availability of funds for their payment pursuant to the Government Code Section 37202.



Dennis Swink
Interim Finance Director



**SUCCESSOR AGENCY TO THE
COVINA REDEVELOPMENT AGENCY**

AGENDA REPORT

ITEM NO. CC 3

MEETING DATE: March 1, 2016
TITLE: Payment of Demands
PRESENTED BY: Dennis Swink, Interim Finance Director
RECOMMENDATION: Approve Payment of Demands in the amount of \$13,374.34

BACKGROUND: Attached is a list of warrants and demands which are being presented for approval and are summarized as follows:

<u>DATE OF DEMANDS</u>	<u>DEMAND NUMBERS</u>	<u>AMOUNT</u>
ACCOUNTS PAYABLE WARRANTS Jan. 29 - Feb. 11, 2016	Checks 1283 - 1285	\$1,830.91
<u>PAYROLL</u> Feb. 11, 2016		\$11,543.43
	GRAND TOTAL:	\$13,374.34

DISCUSSION:

FISCAL IMPACT:

Sufficient funding is available and the related costs are included in the Fiscal Year 15/16 Adopted Budget.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

Respectfully submitted,

Dennis Swink
Interim Finance Director

ATTACHMENTS:

Attachment A: Check Register

SUCCESSOR AGENCY TO THE
 COVINA REDEVELOPMENT AGENCY
 Check Register
 Jan. 29 - Feb. 11, 2016

Check #	Check Date	Vendor	Name	Amount
1283	2/10/16	572	CATHOLIC CHARIT	1,500.00
1284	2/10/16	970	EDISON CO	135.91
1285	2/10/16	1156	GAS COMPANY, TH	195.00
			<i>subtotal checks</i>	<i>\$1,830.91</i>
			<i>subtotal payroll</i>	<i>\$11,543.43</i>
			TOTAL CHECKS/EFT's	\$13,374.34

STATE OF CALIFORNIA)
) ss:
COUNTY OF LOS ANGELES)

I, Dennis Swink, first duly sworn, declare that I am the Interim Finance Director of the City of Covina and have read the attached Register(s) of Audited Demands for the Covina Successor Agency to the Covina Redevelopment Agency Accounts Payable for 1/29 – 2/11/16 and payroll for 2/11/16; know the contents thereof, and do certify as to the accuracy of the attached demands and the availability of funds for their payment pursuant to the Government Code Section 37202.



Dennis Swink
Interim Finance Director

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CITY OF COVINA

AGENDA REPORT

ITEM NO. CC 4

MEETING DATE: March 1, 2016

TITLE: Renewal of Facility Use Agreement with Covina Baseball Association

PRESENTED BY: Amy Hall-McGrade, Parks & Recreation and Library Services Director

RECOMMENDATION: Approve the renewal of the Facility Use Agreement with Covina Baseball Association.

BACKGROUND:

The Parks & Recreation Department coordinates the facility needs for community youth sports organizations using City and Covina-Valley Unified School District properties. Covina Baseball Association uses the baseball field at Hollenbeck Park as its primary facility. Last season, approximately 250 youth (ages 13-19) were registered with the league.

DISCUSSION:

Covina Baseball Association has used the field at Hollenbeck Park through a Facility Use Agreement for over 40 years. The league does a good job in maintaining the infield area and the snack bar facility. The term of the proposed agreement is March 1, 2016 through December 31, 2018.

FISCAL IMPACT:

The league remits to the City approximately \$2,000.00 annually for light use fees.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

This project has been determined to be categorically exempt under CEQA in accordance with Section 15301 Existing Facilities (Class 1). The project involves negligible or no expansion of an existing use.

Respectfully submitted,

Amy Hall-McGrade

Parks & Recreation and Library Services Director

ATTACHMENTS:

Attachment A: Proposed Facility Use Agreement

**CITY OF COVINA
FACILITY USE AGREEMENT – COVINA BASEBALL ASSOCIATION**

This FACILITY USE AGREEMENT (“Agreement”) is dated March 1, 2016 (“Effective Date”), and is between the CITY OF COVINA, a California municipal corporation (“City”) and COVINA BASEBALL ASSOCIATION, a California nonprofit organization (“League”).

RECITALS

1. City owns certain facilities commonly known as the Hollenbeck Ballfield and snack bar facilities (collectively, the “Premises”) located upon City property adjacent southerly to the Parks & Recreation Department Office in Hollenbeck Park located at 1250 North Hollenbeck Avenue, Covina, California.

2. League desires to conduct a youth baseball program and to operate a snack bar facility at Hollenbeck Park Ballfield.

3. City and League desire to enter into this Agreement to address the use of the Hollenbeck Park Ballfield and the operation of the snack bar facilities by League.

The parties therefore agree as follows:

1. **USE OF PREMISES.** City authorizes League to use the Premises to conduct a youth baseball program and operate the snack bar facilities during the term of this Agreement and in accordance with the provisions of this Agreement. The Premises include the Hollenbeck Ballfield located adjacent to and southerly of the Parks & Recreation Department Office, 1250 North Hollenbeck Avenue, Covina, California, and the improvements thereon, including the snack bar facilities.

2. **TERM.** The term of this Agreement shall commence on the Effective Date and terminate on December 31, 2018. The parties may terminate this Agreement prior to expiration of the term for any reason or no reason, upon written notice of such intent at least ninety (90) calendar days prior to the date of such termination.

3. **UTILITIES.** CITY shall pay and be solely responsible for all utilities furnished to the Premises, excluding electricity.

4. **LEAGUE PAYMENT FOR SPORTS LIGHTING.** League shall provide City with all game schedules for its youth baseball program prior to the start of each season. League shall specify the number of sports lighting use hours for the season in each game schedule. City shall invoice League for its sports lighting use at the conclusion of each season based on an hourly rate of Fifteen Dollars (\$15) and the total sports lighting use hours set forth in the game schedules provided to City by League. League shall make payment of each invoice to City within thirty (30) days of invoice date. League shall submit changes to the game schedules to the City within twenty-four (24) hours of the change.

5. **MAINTENANCE AND EQUIPMENT STORAGE.** League shall maintain the Premises during the term of this Agreement in a safe and sanitary condition, a neat and tidy manner, and good repair.

a. Except as provided in Section 8 of this Agreement, City shall have no obligation to make any repairs or undertake any maintenance to the Premises during the term of

this Agreement. City, upon request, may assist League with irrigation and field maintenance projects. League shall submit written requests for assistance with irrigation and field maintenance projects to City's Parks and Recreation Department at least thirty (30) calendar days' prior to project commencement. City will endeavor to accommodate League's request for assistance and will notify League to confirm scheduling of project work.

b. Except as provided in Section 8 of this Agreement, League shall perform or cause the performance of general routine building maintenance, including building exterior painting, infield maintenance, plumbing maintenance and repairs, roofing maintenance and repairs, infield irrigation, and electrical maintenance repairs. League shall submit requests for approval of modifications, construction and improvements to the Premises, including, without limitation, painting, repairs, replacements and grounds refurbishment, to City at least thirty (30) calendar days' prior to project commencement. Any modifications by League to the Premises or any construction or improvements undertaken by League shall satisfy City's prior written approval and shall be subject to all applicable laws and regulations as determined by City.

c. League shall store its equipment, supplies and materials in secured areas and not in open, unsecured areas. At the conclusion of each season League shall return all equipment, supplies and materials, including, without limitation, vinyl tarps, trash cans, drags, canopies and tables, to storage within fourteen (14) calendar days of the final game.

6. **PESTICIDES.** League shall provide four (4) weeks prior written notice to City of all pesticide applications to the Premises and the following:

- a. A plot plan detailing where the spraying will take place;
- b. The date and time of pesticide application;
- c. A complete Material Safety Data Sheet for the product being applied;
- d. The amount of the pesticide being applied;
- e. A description of the method of application; and
- f. The name and qualifications of the person applying the pesticide, and if using a restricted chemical, verification of California State Applicators License.

7. **WATERING REQUIREMENTS.** City shall provide written notification to League of any water usage restrictions or requirements. League shall adhere to all water usage restrictions and requirements as informed by City. League shall be liable for and pay all costs incurred by and penalties imposed upon City due to League's failure to adhere to the water usage restrictions and requirements. League shall properly train all League volunteers with access to the irrigation controller on the Premises on the proper use of the controller to avoid causing the irrigation system to turn on during the day in the main section of the Hollenbeck Park designated for public use.

8. **MAINTENANCE OF IRRIGATION CONTROLLER:** City shall maintain and make all necessary repairs to the irrigation controller on the Premises, unless damaged by League or participants or spectators of League's youth baseball program, in which case League shall be liable for and pay all costs related to such damage or loss of the irrigation controller.

9. **INFORMATION REQUIREMENTS.** League has provided City with the following information prior to the Effective Date of this Agreement:

- a. A complete list of current League board members, including first name, surname, and title;
- b. At least one current mailing address for the League board or the chief member thereof; and
- c. A list of at least five (5) persons and their phone numbers in priority order to be contacted in case of emergency or immediate concern.

10. **BACKGROUND CHECKS.** City recommends that League process background checks for all League coaches by way of fingerprint screening through the Department of Justice. League would be responsible for receiving screening results from the Department of Justice and maintaining the confidentiality of the information associated with said results.

11. **ADDITIONAL FACILITIES.** City will coordinate use of Covina-Valley Unified School District (“District”) facilities and City facilities for League. City will communicate with the District on League’s behalf. League shall direct all questions and concerns regarding District facilities, repairs, scheduling or use of District’s facilities to City. District and City have agreed to provide practice fields on a school-by-school or park-by-park basis subject to the League’s performance of the following responsibilities:

- a. Performing a safety inspection of all fields prior to League use; clean up all broken glass or other debris that may make use of the field unsafe. If the unsafe condition remains, League shall not use the field, and shall notify City in writing within twenty-four (24) hours of discovering an unsafe condition.
- b. Collecting all litter on playing fields and disposing of it in trash cans or trash bags supplied by League.
- c. If requested by a District school principal, attending a preseason meeting arranged by City with those schools where use of school facilities by League has been approved.
- d. Requiring that all vehicles park in designated parking areas. League shall not permit the parking of vehicles on the playing fields, turf, black top, sidewalks or any other area not designated for parking.
- e. Requiring that a parent or responsible adult be available to take participants off-site to use restroom facilities as needed. League shall not allow participants to use hallways, alcoves, planters or trees as a replacement for taking participant to an off-site restroom facility.
- f. If facilities are damaged or vandalized, and City determines that League is responsible for the damages or vandalism, League shall reimburse City or District, as appropriate, for the cost of repairs or replacement.

12. **INSURANCE.** League shall obtain and maintain at all times during the term of this Agreement comprehensive general liability insurance in amounts not less than two million dollars (\$2,000,000) for personal injury to any one person, two million dollars (\$2,000,000) for

injuries arising out of any one occurrence, and two million dollars (\$2,000,000) for property damage or a combined single limit of two million dollars (\$2,000,000). Such insurance shall name City of Covina and its officials, officers, employees, volunteers, invitees and agents, and Covina-Valley Unified School District as additional insured parties. All insurance provided by League under this Section and all renewals shall be issued by such good, responsible and standard companies rated at least A:VII in the current edition of A.M. Best's Insurance Guide and authorized to do business in California.

a. League shall file and annually maintain, in the City Clerk's office, certificate(s) of insurance, which evidences compliance with the requirements this Section 12.

b. League shall maintain fire and extended coverage insurance upon the Premises in accordance with its customary practices.

13. **INDEMNIFICATION.** League shall defend, indemnify, and hold harmless City, its officers, officials, employees, volunteers, invitees and agents from and against any and all claims, demands, losses, defense costs, or liability of any kind or nature that City may sustain or incur, or which may be imposed upon City, for injury to or death of persons, or damage to property, arising out of League's negligent, wrongful or unlawful acts in League's performance of this Agreement, use of the Premises or operation of League's youth baseball program, excepting only liability arising out of City's sole negligence. League shall, as a requirement for participation in League's youth baseball program, require the parent(s) of each youth participant to sign a hold harmless form as provided to League by City's Parks and Recreation Department.

14. **SIGNS.** League shall not place any signs upon the exterior of the Premises without City's prior written approval.

15. **ASSIGNMENT.** League shall not assign this Agreement or any interest therein or sublet the Premises, in whole or in part, without City's prior written approval.

16. **LIENS.** League shall keep the Premises free of all liens.

17. **AUTHORITY TO BIND PARTIES.** Each of the undersigned hereby represents that he or she has the authority to execute this Agreement on behalf of his or her contracting Party.

[SIGNATURE PAGE FOLLOWS]

The parties are signing this Agreement on the date stated in the introductory clause.

City:

City of Covina,
a California municipal corporation

League:

Covina Baseball Association,
a California nonprofit organization

By: _____
Name: John C. King
Title: Mayor

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: Sharon Clark
Title: Chief Deputy City Clerk

APPROVED AS TO FORM:

By: _____
Name: Candice K. Lee
Title: City Attorney



CITY OF COVINA

AGENDA REPORT

ITEM NO. CC 5

-
- MEETING DATE:** March 1, 2016
- TITLE:** Proposed Service Agreement Extension with Everbridge, Inc. – Nixle Solutions to Provide Community Engagement and Emergency Notification Services
- PRESENTED BY:** Siobhan Foster, Director of Public Works
Kim Raney, Interim Chief of Police
- RECOMMENDATION:** Authorize City Manager to execute the attached one-year service agreement for the period of March 2, 2016 to March 1, 2017, with Everbridge, Inc. – Nixle Solutions to provide community engagement and emergency notification services for the Police and Public Works Departments in an amount not-to-exceed \$15,605.02.
-

BACKGROUND:

On February 17, 2015, the City Council authorized a one-year agreement with Nixle for a community engagement and emergency notification platform that enables the Police and Public Works Departments to communicate with residents and the community in real-time using Facebook and Twitter in addition to voice, e-mail, and SMS messaging. Typical external notification topics include safety hazards, security threats, special events, weather, and road closure alerts. Residents are able to register for Nixle using the following link on the City's website: <http://covinaca.gov/city-departments/police>. Typical internal messaging to staff has included special operations, such as the Covina Christmas Parade and staffing needs.

Nixle 360 is a completely web-based solution which combines reverse 911 directories with comprehensive databases of geographically-located phone numbers that do not require citizens to opt-in for emergency usage. This feature allows City staff to pinpoint communication based on geographic location or send out mass communication messages to all residents.

In May 2015, the City effectively transitioned from Blackboard, Inc. to Nixle software for community engagement and emergency notification services. During fiscal year 2015-16, the Police Department has used Nixle to communicate various public safety related announcements and alerts. The Public Works Department has begun to use Nixle to notify the community about capital projects and emergency repairs that impact motorists, pedestrians, and cyclists.

DISCUSSION:

Based on satisfactory performance of the Nixle system during the first year and the Police and Public Works Departments' desire to further implement system capabilities to enhance communication with our community, especially for water system and conservation information, the departments are requesting City Council authorization to enter into a one-year service

agreement extension for the period of March 2, 2016 to March 1, 2017, with Everbridge, Inc. – Nixle Solutions in an amount not-to-exceed \$15,605.02. The proposed cost of the service agreement-extension is \$45.48 less than the \$15,650.50 cost of the initial agreement.

FISCAL IMPACT:

The fiscal impact associated with the proposed one-year service agreement-extension for the period of March 2, 2016 to March 1, 2017, with Everbridge, Inc. – Nixle Solutions is \$15,605.02. Sufficient funding for the proposed agreement is available in the Public Works and Police Department budget, as follows:

Department	Account Number	Amount
Police Department	10101700-53100	\$1,000.00
Public Works Department (Water)	60105000-51990	\$14,605.02
Total		\$15,605.02

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

This project has been reviewed for compliance with the California Environmental Quality Act (CEQA) and is exempt per Section 15061(b)(3). The project is covered by the General Rule that CEQA applies to projects that have the potential for causing a significant effect on the environment. The Everbridge, Inc. – Nixle Solutions service agreement extension will not result in any significant effect on the environment.

Respectfully submitted,



Siobhan Foster
Director of Public Works

ATTACHMENTS:

- Attachment A: Everbridge, Inc. – Nixle Solutions Quote No. 00019557
- Attachment B: Everbridge, Inc. – Nixle Solutions Service Level Agreement



QUOTATION

Quote Number: 00019557

Confidential

1 of 2

Prepared for: Kristen Weger
Covina Police Department, CA
444 N. Citrus Ave.
Covina, CA 91723
(626) 384-5236
+1.626.858.5501
kweger@covinaca.gov

Quotation Date: January 25, 2016
Quote Expiration Date: March 1, 2016
Rep: Jim Gatta
jim.gatta@everbridge.com

Contract Summary Information

Contract Period: 1 Year
Contract Start Date: March 2, 2016
Contract End Date: March 1, 2017

ANNUAL SUBSCRIPTION

<u>Service</u>	<u>Fee Type</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Total Price</u>
Nixle 360	Recurring	1	\$15,605.02	\$15,605.02
additional organization	Recurring	1	\$0.00	\$0.00

500 N. Brand Blvd, Suite 1000
Glendale, CA 91203 USA
Tel: 888.366.4911
Fax: 818.484.2299
www.everbridge.com

Attachment A, 2 Pages



This Core Platform Service Agreement (“**Agreement**”) is entered into by and between Everbridge, Inc. (“**Everbridge**”) and the client identified on the Quote (“**Client**”), effective on the date of Client’s signature on the Quote (“**Effective Date**”). Everbridge and Client are each hereinafter sometimes referred to as a “**Party**” and collectively, the “**Parties**”.

1. SERVICE. Everbridge shall provide Client access to its proprietary interactive communication service(s) (the “**Service(s)**”) subject to the terms and conditions set forth in this Agreement and the description of services and pricing provided in the applicable quote (the “**Quote**”). If applicable, Everbridge shall provide the training and professional services set forth in the Quote. Everbridge shall provide Client with login and password information for each User (as defined below) and will configure the Service to contact the maximum number of persons or households, applicable (each, a “**Contact**”).

2. PAYMENT TERMS. Client shall pay the fees set forth in the Quote (“**Pricing**”). If Client exceeds the usage levels specified in the Quote (if applicable), then Everbridge may invoice Client for any overages at the rates set forth in the applicable Quote. Everbridge shall invoice Client annually in advance. All payments shall be made within thirty (30) days from date of invoice, after which interest shall accrue at a rate of one and one-half percent (1.5%) per month or the highest rate allowed by applicable law, whichever is lower. Such interest shall be in addition to any other rights and remedies of Everbridge. Unless otherwise provided, Pricing does not include any local, state, federal or foreign taxes, levies or duties of any nature, all of which Client is responsible for paying, except for those relating to Everbridge’s net income or property. If Everbridge is legally obligated to collect or pay taxes for which Client is responsible, the appropriate amount shall be invoiced to and paid by Client, unless Client provides a valid tax exemption certificate.

3. RESPONSIBILITIES.

3.1 Users. If Client has purchased Mass Notification or Incident Communications, Client shall in its discretion authorize certain of its employees and contractors to access that Service. If Client has purchased any other Service, Client shall authorize the number of users set forth on the Quote as applicable to that Service. Collectively, Client’s employees and contractors who access any Service as provided above are referred to as “**User(s)**”. Client shall undergo the initial setup and training as set forth in with the Quote. If Client fails to complete the onboarding process within sixty (60) days of the Effective Date, unless such delay is the fault of Everbridge, Client must purchase any additional onboarding services.

3.2 Client Data. “**Client Data**” is all electronic data Client transmits to Everbridge in connection with the use of the Service. Client shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Client Data. By purchasing the Service, Client represents that it has the right to authorize and hereby does authorize Everbridge and its Service Providers to collect, store and process Client Data subject to the terms of this Agreement. “**Service Providers**” shall mean communications carriers, data centers, collocation and hosting services providers, short messaging services (“**SMS**”) providers and content and data management providers that Everbridge uses in providing the Service. Client shall maintain a copy of all Client Contact data that it provides to

Everbridge. Client acknowledges that the Service is a passive conduit for the transmission of Client Data and any data submitted by Contacts, and Everbridge shall have no liability for any errors or omissions or for any defamatory, libelous, offensive or otherwise objectionable or unlawful content in any Client Data or data submitted by Contacts, or for any losses, damages, claims, suits or other actions arising out of or in connection with any data sent, accessed, posted or otherwise transmitted via the Service by Client or Contacts.

3.3 Limitations on Use. Client is responsible for all activity occurring under Client’s account(s) and shall comply with all applicable Privacy Laws (as defined below) and all other applicable U.S. laws and regulations in connection with Client’s use of the Services, including its provision of Client Data to Everbridge. Client shall use the Service in accordance with Everbridge’s then applicable Acceptable Use Policy posted on www.everbridge.com. Client shall promptly notify Everbridge of any unauthorized use of any password or account or any other act or omission that would constitute a breach or violation of this Agreement.

3.4 Security of Services. Everbridge’s IT security and compliance program includes the following industry standards generally adopted by U.S. based SaaS providers: (i) reasonable and appropriate technical, organizational and security measures against the destruction, loss, unavailability, unauthorized access or alteration of Client Data in the possession or under the control of Everbridge, including to ensure the availability of information following interruption to, or failure of, critical business processes; and (iii) a third party audit of its security controls as provided in the “**Privacy and Security Compliance**” link on www.everbridge.com. “**Privacy Laws**” means all state and federal laws and regulations regarding data protection and privacy.

4. TERM. This Agreement shall begin on the Effective Date and shall continue in effect until all underlying Quotes with Client have expired in accordance with the terms of such Quote(s), or if this Agreement is terminated earlier as provided herein. Services under an applicable Quote will begin as set forth in such Quote and shall continue for the initial term specified therein (“**Initial Service Term**”). If a Quote contains Services added to an existing subscription, such added Services shall be billed on a pro-rated basis and will be coterminous with the Initial Service Term or applicable renewal Service term (“**Renewal Term**”), unless otherwise agreed to by the parties. Except as set forth in an applicable Quote, or unless this Agreement is terminated as provided herein, upon expiration of the term of any Quote, such Quote shall renew automatically for successive subsequent periods of twelve (12) months unless either party notifies the other party of its intent to terminate at least thirty (30) days prior to the end of the then current term. Everbridge reserves the right to increase its fees in any Renewal Term by three percent (3%).

5. TERMINATION; SUSPENSION.

5.1 Termination by Either Party. Either Party may terminate this Agreement upon the other Party’s material breach of this Agreement, provided that (i) the non-breaching Party sends written notice to the breaching Party describing the breach in reasonable detail; (ii) the breaching Party does not cure the breach within thirty (30) days following its receipt of such notice

(the "Notice Period"); and (iii) following the expiration of the Notice Period, the non-breaching Party sends a second written notice to the breaching Party indicating its election to terminate this Agreement.

5.2 Termination by Everbridge. If Client fails to pay any amounts due within thirty (30) days of their due date, Everbridge may terminate this Agreement or suspend the Service in Everbridge's sole discretion pursuant to the notice provisions above. Termination for non-payment shall not relieve Client of its outstanding obligations (including payment) under this Agreement. If Everbridge suspends the Service, Client's account shall not be reactivated until Client is in compliance with this Agreement and has paid all past due amounts plus a reconnection fee of up to \$1,000.

5.3 Suspension. Everbridge may suspend the Service or any portion thereof for (i) emergency network repairs, threats to, or actual breach of network security; (ii) any substantive violation by Client of Section 3 or 6.2; or (iii) any legal, regulatory, or governmental prohibition affecting the Service. In the event of a suspension under (i) or (iii), Everbridge shall use its best efforts to notify Client through its Client Portal and/or via email prior to such suspension and shall reactivate any affected portion of the Service as soon as possible.

6. PROPRIETARY RIGHTS.

6.1 Grant of License. Subject to the terms and conditions of this Agreement, Everbridge hereby grants to Client, during the term of this Agreement, a non-exclusive, non-transferable, non-sublicensable right to use the Service.

6.2 Restrictions. Client shall use the Service solely for its internal business purposes and shall not make the Service available to, or use the Service for the benefit of, any third party except as expressly set forth in this Agreement. Client shall not (i) sell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Services except as expressly set forth herein; (ii) modify or make derivative works based upon the Services; (iii) reverse engineer the Services; (iv) create internet "links" to or from the Service, or "frame" or "mirror" any content forming part of the Service, other than on Client's own intranets or social media sites for its own internal business purposes; (v) remove, obscure or alter any proprietary notices or labels on the Software or any portion of the Service; (vi) use, post, transmit or introduce any device, software or routine (including viruses, worms or other harmful code) which interferes or attempts to interfere with the operation of the Service; or (vii) access the Service for purposes of monitoring Service availability, performance or functionality, or for any other benchmarking or competitive purposes. Client shall not attempt to access the Everbridge systems programmatically except using the appropriate username and password, and using application programming interface (API) calls permitted by Everbridge from time to time.

6.3 Reservation of Rights. Other than as expressly set forth in this Agreement, Everbridge grants to Client no license or other rights in or to the Service, software or any other proprietary technology, material or information made available to Client through the Service or otherwise in connection with this Agreement, including key words through the Nixle branded products (collectively, the "Everbridge Technology"), and all such rights are hereby expressly reserved. Everbridge (or its licensors where applicable) owns all rights, title and interest in and to the Service, and any Everbridge Technology, and all patent, copyright, trade secret and other intellectual property

rights ("IP Rights") therein, as well as (i) all feedback and other information provided to Everbridge by Users, Client and Contacts, and (ii) all transactional, performance, derivative data and metadata generated in connection with the Services.

7. CONFIDENTIAL INFORMATION.

7.1 Definition; Protection. As used herein, "Confidential Information" means all information of a Party ("Disclosing Party") disclosed to the other Party ("Receiving Party"), whether orally, electronically, in writing, or by inspection of tangible objects (including, without limitation, documents or prototypes), that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes without limitation, all Everbridge Technology, and either Party's business and marketing plans, technology and technical information, product designs, reports and business processes. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose other than performance or enforcement of this Agreement without the Disclosing Party's prior written consent. Receiving Party shall protect the confidentiality of Disclosing Party's Confidential Information in the same manner that it protects the confidentiality of its own confidential information of like kind (but in no event using less than reasonable care). Receiving Party shall promptly notify Disclosing Party if it becomes aware of any breach of confidentiality of Disclosing Party's Confidential Information. If Receiving Party is compelled by law to disclose Confidential Information of Disclosing Party, it shall provide Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's cost, if Disclosing Party wishes to contest the disclosure.

7.2 Upon Termination. Upon any termination of this Agreement, the Receiving Party shall continue to maintain the confidentiality of the Disclosing Party's Confidential Information and, upon request and to the extent practicable, destroy all materials containing such Confidential Information. Notwithstanding the foregoing, either Party may retain a copy of any Confidential Information if required by applicable law or regulation, in accordance with internal compliance policy, or pursuant to automatic computer archiving and back-up procedures, subject at all times to the continuing applicability of the provisions of this Agreement.

8. WARRANTIES; DISCLAIMER.

8.1 Everbridge Warranty. Everbridge shall provide the Services in material compliance with the functionality and specifications set forth on the relevant product/system inclusion sheet. To the extent professional services are provided, Everbridge shall perform them in a professional manner consistent with industry standards. THE FOREGOING REPRESENT THE ONLY WARRANTIES MADE BY EVERBRIDGE HEREUNDER AND EVERBRIDGE EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR

OTHERWISE, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

8.2 Disclaimer. NEITHER EVERBRIDGE NOR ITS LICENSORS OR SERVICE PROVIDERS WARRANT THAT THE SERVICE WILL OPERATE ERROR FREE OR WITHOUT INTERRUPTION. WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL EVERBRIDGE HAVE ANY LIABILITY FOR PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE ARISING FROM FAILURE OF THE SERVICE TO DELIVER AN ELECTRONIC COMMUNICATION, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, EVEN IF EVERBRIDGE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE

8.3 SMS Transmission. CLIENT ACKNOWLEDGES AND AGREES THAT THE USE OF SMS SERVICES, ALSO KNOWN AS SMS MESSAGING OR TEXT MESSAGING, AS A MEANS OF SENDING MESSAGES INVOLVES A REASONABLY LIKELY POSSIBILITY FROM TIME TO TIME OF DELAYED, UNDELIVERED, OR INCOMPLETE MESSAGES AND THAT THE PROCESS OF TRANSMITTING SMS MESSAGES CAN BE UNRELIABLE AND INCLUDE MULTIPLE THIRD PARTIES THAT PARTICIPATE IN THE TRANSMISSION PROCESS, INCLUDING MOBILE NETWORK OPERATORS AND INTERMEDIARY TRANSMISSION COMPANIES. CLIENT FURTHER UNDERSTANDS, ACKNOWLEDGES, AND AGREES THAT IT ASSUMES ALL RISK ASSOCIATED WITH ANY SUCH DELAY, LACK OF DELIVERY OR INCOMPLETENESS.

9. INDEMNIFICATION.

9.1 By Client. Client shall defend, indemnify and hold Everbridge harmless against any loss or damage (including reasonable attorneys' fees) incurred in connection with any third party claim, suit or proceeding ("**Claim**") arising out of any data sent, posted or otherwise transmitted via the Service by Client or Contacts, or Client's breach of the tax provisions in Section 2 or any breach by Client of Sections 3 or 6.

9.2 By Everbridge. Everbridge shall defend, indemnify and hold Client harmless from and against any Claim against Client alleging that the Service as contemplated hereunder infringes an issued patent or other IP Right in a country in which the Service is provided to Client.

9.3 Indemnification Process. The indemnifying party's obligations under this Section 9 are contingent upon the indemnified party (a) promptly giving notice of the Claim to the indemnifying party once the Claim is known; (b) giving the indemnifying party sole control of the defense and settlement of the Claim (provided that the indemnifying party may not settle such Claim unless such settlement unconditionally releases the indemnified party of all liability and does not adversely affect the indemnified party's business or service); and (c) providing the indemnifying party all available information and reasonable assistance. With respect to Everbridge's indemnification obligations, if (x) any aspect of the Service is found or, in Everbridge's reasonable opinion is likely to be found, to infringe upon the IP Right of a third party as specified above, or (y) the continued use of the Service is enjoined, then Everbridge will promptly and at its own cost and expense at Everbridge's option: (i) obtain for Client the right to continue using the Service; (ii) modify such aspect of the Service so that it is non-infringing; or (iii) replace such aspect of the Service with a non-infringing functional equivalent. If, after all commercially reasonable efforts, Everbridge determines in good faith that options (i) - (iii) are not feasible, Everbridge will remove the infringing items from

the Service and refund to Client on a pro-rata basis any prepaid unused fees paid for such infringing element. Everbridge shall have no obligation or liability for any claim pursuant to this Section to the extent arising from: (i) the combinations, operation, or use of the Service supplied under this Agreement with any product, device, or software not supplied by Everbridge to the extent the combination creates the infringement; (ii) the unauthorized alteration or modification by Client of the Service; or (iii) Everbridge's compliance with Client's designs, specifications, requests, or instructions pursuant to an engagement with Everbridge's Professional Services organization relating to the Service to the extent the claim of infringement is based on the foregoing. The indemnification obligations by Everbridge set forth herein shall be the exclusive remedy for infringement of any IP Right.

10. LIABILITY LIMITS. To the maximum extent permitted by law, neither Party shall have any liability to the other Party for any loss of use, interruption of business, costs of substitute services, or any other indirect, special, incidental, punitive, or consequential damages, however caused, under any theory of liability, and whether or not the Party has been advised of the possibility of such damage. Except for its indemnification obligations under Section 9.2, notwithstanding anything in this Agreement to the contrary, in no event shall Everbridge's aggregate liability, regardless of whether any action or claim is based on warranty, contract, tort, indemnification or otherwise, exceed amounts paid or due by Client to Everbridge hereunder during the 12 month period prior to the event giving rise to such liability. The foregoing limitations shall apply even if the non-breaching party's remedies under this Agreement fail their essential purpose.

11. MISCELLANEOUS.

11.1 Non-Solicitation. As additional protection for Everbridge's proprietary information, for so long as this Agreement remains in effect, and for one year thereafter, Client agrees that it shall not, directly or indirectly, solicit, hire or attempt to solicit any employees of Everbridge; provided, that a general solicitation to the public for employment is not prohibited under this section.

11.2 Force Majeure; Limitations. Everbridge shall not be responsible for performance under this Agreement to the extent precluded by circumstances beyond Everbridge's reasonable control, including without limitation acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, labor problems, computer, telecommunications, Internet service provider or hosting facility failures, or delays involving hardware, software or power systems, and network intrusions or denial of service attacks. The Service delivers information for supported Contact paths to public and private networks and carriers, but cannot guarantee delivery of the information to the recipients. Final delivery of information to recipients is dependent on and is the responsibility of the designated public and private networks or carriers. Client acknowledges and agrees that territories outside the U.S. and Canada may have territorial restrictions resulting from applicable law, telecommunications or internet infrastructure limitations, telecommunications or internet service provider policies, or communication device customizations that may inhibit or prevent the delivery of certain SMS, text or other notifications, or restrict the ability to place or receive certain calls such as outbound toll free calls. Everbridge shall have no liability to the extent such restrictions impede the Service.

11.3 Waiver; Severability. The failure of either Party hereto to enforce at any time any of the provisions or terms of

this Agreement shall in no way be considered to be a waiver of such provisions. If any provision of this Agreement is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision shall, to the extent required, be deemed deleted or revised, and the remaining provisions shall continue in full force and effect to the maximum extent possible so as to give effect to the intent of the parties.

11.4 Assignment. Neither party may assign this Agreement to any third party except upon the other Party's prior written consent, which consent shall not be unreasonably withheld or delayed; provided, that no such consent shall be required in the event of an assignment a subsidiary or affiliate, or to a successor-in-interest to the business of the assigning Party resulting from a merger, reorganization, or sale of all or substantially all assets. Notwithstanding the above, Client shall not assign this Agreement to any third party which is a competitor of Everbridge.

11.5 Governing Law; Attorney's Fees. This Agreement shall be governed and construed in accordance with the laws of the State of Delaware, without regard to its conflicts of laws rules. The United Nations Convention on Contracts for the International Sale of Goods shall not apply. The prevailing party in any action arising out of this Agreement shall be entitled to its reasonable attorneys' fees and costs.

11.6 Notices. Legal notices (i.e., claimed breach or termination) to be provided under this Agreement shall be delivered in writing (a) in person, (b) by nationally recognized overnight delivery service, or (c) by US certified or first class mail to the other party at the address set forth on the Quote. All legal notices shall be deemed to have been given upon receipt or, if under (c) two (2) business days after being deposited in the mail. Either party may change its address by giving notice of the new address to the other party pursuant to this Section and identifying the effective date of such change. Everbridge may provide all other notices to Client's billing contact on the Client Registration Form or, with respect to availability, upgrades or maintenance of the Services, to the Client Portal.

11.7 Marketing. Client consents to Everbridge referencing Client's name and logo as an Everbridge Client in

Everbridge publications, its website, and other marketing materials.

11.8 Export Compliant. Neither Party shall export, directly or indirectly, any technical data acquired from the other pursuant to this Agreement or any product utilizing any such data to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other governmental approval without first obtaining such license or approval.

11.9 Equal Employment Opportunity. Everbridge, Inc. is a government contractor and is subject to the requirements of Executive Order 11246, the Rehabilitation Assistance Act and VEVRAA. Pursuant to these requirements, the Equal Opportunity Clauses found at 41 Code of Federal Regulations sections 60-1.4(a) (1-7), sections 60-250.4(a-m), sections 60-300.5 (1-11) and sections 60-741.5 (a) (1-6) are incorporated herein by reference as though set forth at length, and made an express part of this Agreement.

11.10 General. This Agreement, including its Exhibits and any Quote, constitutes the entire agreement between the Parties and supersedes all other agreements and understandings between the Parties, oral or written, with respect to the subject matter hereof, including any confidentiality agreements. This Agreement shall not be modified or amended except by a writing signed by both Parties. ANY NEW TERMS OR CHANGES INTRODUCED IN A PURCHASE ORDER OR OTHER DOCUMENT ARE VOID AND OF NO FORCE OR EFFECT. EVERBRIDGE'S ACKNOWLEDGEMENT OF RECEIPT OF SUCH DOCUMENT OR ACCEPTANCE OF PAYMENT SHALL NOT CONSTITUTE AGREEMENT TO ANY TERMS OTHER THAN THOSE SET FORTH IN THIS AGREEMENT. There are no third party beneficiaries to this Agreement. Any right, obligation or condition that, by its express terms or nature and context is intended to survive the termination or expiration of this Agreement, shall survive any such termination or expiration hereof. This Agreement may be executed in one or more counterparts, all of which together shall constitute one original document. A facsimile transmission or copy of the original shall be as effective and enforceable as the original.

EXHIBIT A
Additional Business Terms

The following additional business terms are incorporated by reference into the Agreement as applicable based on the particular products and services described on the Quote.

Nixle Branded Products:

1. Client grants to Everbridge a non-exclusive, royalty free, worldwide and perpetual right and license (including sublicense) to (a) use, copy, display, disseminate, publish, translate, reformat and create derivative works from communications Client sends through the Service or www.nixle.com for public facing communications to citizens and other public groups (collectively, "**Communications**"), (b) use and display Client's trademarks, service marks and logos, solely as part of Communications to Contacts or to and on other websites where Everbridge displays your Communications, and for marketing the Services, and (c) place a widget on Client's website in order to drive Contact registrations. Client further acknowledges and agrees that all personal information from public users registering through the Nixle branded websites is owned expressly by Everbridge and such information will be governed by the Privacy Policy.

Everbridge Branded Products:

"**Data Feed**" means data content licensed or provided by third parties to Everbridge and supplied to Client in connection with the Service (e.g., real time weather system information and warnings, 911 data, third party maps, and situational intelligence).

"**Incident Administrator**" means an individual who is authorized by Client as an organizational administrator for the Incident Management or IT Alerting Service.

"**Incident Operator**" means an individual who is authorized by Client as an operator of the Incident Management or IT Alerting Service.

"**Premium Features**" means the products and services listed on the Premium Feature List attached to the Quote.

1. **Data Feeds.** Notwithstanding anything to the contrary in this Agreement, to the extent that Client has purchased or accesses Data Feeds, such feeds are provided solely on an "AS IS" and "AS AVAILABLE" basis and Everbridge disclaims any and all liability of any kind or nature resulting from any inaccuracies or failures with respect to such Data Feeds. The sole and exclusive remedy for any failure, defect, or inability to access the content of such Data Feed shall be to terminate the Data Feed with no further payments due.
2. **Incident Management/IT Alerting.** For Clients purchasing the Incident Management or IT Alerting Service, unless designated as unlimited: (a) Clients may only designate the number of Users set forth on the Quote, and such individuals shall only have the access rights pursuant to such designation and role; (b) Incident Administrators shall have the ability to build incident templates, report on incidents, and launch incident notifications; (c) Incident Operators shall only have the ability to launch or manage incidents; (d) IT Alerting Users shall have the ability to build, launch or manage incidents as well as participate in an on-call schedule to receive IT outage notifications, and (e) Client shall be provided the number of incident templates purchased pursuant to the Quote. If Client exceeds the number of Users or incident templates purchased, Client shall be charged the applicable fees then in effect for additional Users or incident templates, as applicable.
3. **Peer to Peer Messaging.** For Clients purchasing any secure peer to peer messaging solutions ("P2P Solutions"), Everbridge's compliance with Privacy Laws includes compliance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"). Any Business Associate Agreement executed in connection with this Agreement shall be incorporated and made a part of this Agreement. Client acknowledges and agrees that the P2P Solutions are intended to deliver non-critical, non-emergency messages between users as a convenience to facilitate communications and are not intended for or suitable for use in situations where a failure or time delay of, or errors or inaccuracies in, the content, data or information provided through the services could lead to death, personal injury or property damage. The P2P Solutions are provided on an "AS IS" and "AS AVAILABLE" basis. Technical difficulties or failures may occur at any time, and the solutions are used at your sole risk. The sole remedy for a failure of the P2P Solution is to terminate such services with no further payments due.

EXHIBIT B
IPAWS- CMAS/WEA Addendum

This addendum is incorporated by reference into the Agreement as applicable based on the purchase of IPAWS-CMAS/WEA services on the Quote.

1. **IPAWS Authorization:** Client represents and warrants to Everbridge that any employee, agents, or representatives of Client who access IPAWS-OPEN using Client's credentials provided by FEMA (each, an "IPAWS User"), are authorized by FEMA to use IPAWS-OPEN, have completed all required training, and Client has executed an IPAWS Memorandum of Agreement ("MOA") with FEMA. Client shall contact Everbridge immediately upon any change in Client or any IPAWS User's right to access IPAWS-OPEN. Client shall only access IPAWS-OPEN using its designated credentials and FEMA issued digital certificate ("Digital Certificate"). Client acknowledges and agrees that Everbridge shall not have access to its credentials and that Client assumes full responsibility for maintaining the confidentiality of any credentials issued to it. Client shall be solely responsible for any and all claims, damages, expenses (including attorneys' fees and costs) that arise from any unauthorized use or access to IPAWS-OPEN.
2. **Credentials:** Client shall load and maintain within its Everbridge account Organization, its Digital Certificate, COG ID, and Common Name. Client authorizes and requests Everbridge to use the foregoing stored information to connect Client to IPAWS-OPEN.
3. **Messaging:** Client acknowledges and agrees that: (i) upon submission of messages to IPAWS-OPEN, Everbridge shall have no further liability for the distribution of such message, and that the distribution through IPAWS-OPEN, including, but not limited to, delivery through the Emergency Alert System or the Commercial Mobile Alert System, is in no way guaranteed or controlled by Everbridge; (ii) Everbridge shall not be liable as a result of any failure to receive messages distributed through IPAWS-OPEN; (iii) IPAWS may include additional features not supported through the Everbridge system, and Everbridge shall not be required to provide such additional features to Client; and (iv) Client shall be solely responsible and liable for the content of any and all messages sent through IPAWS-OPEN utilizing its access codes.
4. **Term:** Client acknowledges and agrees that access to IPAWS-OPEN shall be available once Client has provided Everbridge with the Digital Certificate and any other reasonably requested information to verify access to the system. Upon termination of the Agreement access to IPAWS-OPEN shall immediately terminate. In addition, Everbridge may immediately terminate, without liability, access to IPAWS-OPEN, if Client breaches this Addendum, the MOA, or FEMA changes the IPAWS-OPEN system so that it materially change the business terms and/or feasibility for Everbridge to provide such access.



CITY OF COVINA

AGENDA REPORT

ITEM NO. CC 6

MEETING DATE: March 1, 2016

TITLE: City Hall Access System Project – Proposed Professional Services Agreement with Enterprise Security, Incorporated to Design, Install, and Maintain Comprehensive and Integrated City Hall Access and Security System to Meet Unique Needs of Covina City Hall

PRESENTED BY: Siobhan Foster, Director of Public Works
Kim Raney, Interim Chief of Police

RECOMMENDATION:

- 1) Authorize the City Manager to execute the attached Professional Services Agreement with Enterprise Security, Inc. to design, install, and maintain the comprehensive and integrated City Hall access and security system to meet the unique needs of Covina City Hall in an amount not-to-exceed \$195,870; and
- 2) Adopt **Resolution No. 16-7465** appropriating \$206,000 in available Liability Fund balance to the fiscal year 2015-16 budget and allocating the funds to the City Hall Access Project (account no. 7370-0930-51990-1404) for the design, installation, and maintenance of the comprehensive and integrated City Hall access and security system, purchase of one computer to operate the system software at City Hall, and fund electrician services necessary to provide power to four automatic door operators.

BACKGROUND:

On April 3, 2012 and following a formal bid process conducted in accordance with Covina Municipal Code (CMC) Sections 2.20.090 (Formal Bid Procedure – Generally) and 2.20.100 (Notice Inviting Bid), the City Council awarded the Police Department access control system purchase and installation contract to Enterprise Security, Inc. in the amount of \$39,950. The project equipped seventeen access points in both the Police and Fire Department buildings with access control devices and related equipment including the necessary software and programming to manage the movement of personnel throughout the facilities by controlling the level of access for each employee based on areas of responsibility or credential.

The system purchased by the Police Department was designed to be expandable to include additional entry points within the Police and Fire Department buildings and other City facilities. In the wake of recent incidents of workplace violence throughout the nation and the desire to enhance safety at City facilities and ensure patrons and employees with adequate and accessible ingress and egress options, the Police and Public Works Departments engaged Enterprise Security, Inc. to review City Hall access and security.

DISCUSSION:

Following eight site visits to City Hall by Enterprise Security, Inc. and door hardware suppliers and other subcontractors and discussion with Police and Public Works Department representatives and in consultation with the Fire Marshall, Building Official, and Risk Manager, Enterprise Security, Inc. designed a comprehensive access control and security system to equip nineteen access points with a combination of access control devices, door hardware, and automatic door operators to provide an enhanced level of access control and security to City Hall, while providing patrons and employees with adequate and accessible ingress and egress options. The comprehensive access control and security system will be compatible with the existing system in use at the Police and Fire Department Buildings through a customized integration to facilitate the management of employee access at City Hall and the Police and Fire Department buildings through the use of one software system.

The matrix below summarizes the proposed design and installation of the access control and security system by City Hall entry point. This information is also shown graphically in Attachment A.

Matrix 1 – Equipment Summary by Door/Access Point

Door #	Description	Exterior	Interior	Reader	Keypad	Push Bar	Auto Oper.	1 st Floor	2 nd Floor	AC Req'd
1	South Facing Main Entrance-College Street	X				X		X		
2	Southeast facing Courtyard Entrance-College Street	X			X	X	X	X		X
3	Southeast facing Building Department exit-College Street	X		X		X		X		
4	East facing Annex Entrance-Parking Lot	X		X		X		X		
5	East/West facing Annex		X		X	X		X		
6	West facing Annex Entrance-Courtyard	X		X		X		X		
7	North facing Main Entrance-Courtyard	X		X		X	X	X		X
8	East facing Council Entrance-Courtyard	X		X		X	X	X		X
9	North facing Council exit- Courtyard	X		X		X		X		
10	Finance-Business License Door		X	X				X		
11	Finance-Housing		X	X				X		
12	Finance-Employee Entrance		X	X				X		
13	IT Office		X	X					X	
14	Human Resources		X	X					X	
15	Human Resources		X	X					X	
16	City Manager's Office		X	X					X	
17	City Clerk		X	X				X		
18	West facing Copy Room Door (Single)	X		X			X	X		X
19	East facing Copy Room Door (Double)	X				X		X		

Due to the historic nature of City Hall and varying requirements associated with securing access points, while providing patrons and employees with adequate and accessible ingress and egress, Enterprise Security, Inc. was required to expend considerable time designing the access control and security system. This is best evidenced by differing configurations (shown above) and costs per door/accesspoint (shown below) for the installation of access control devices, door hardware, and automatic door operators.

Matrix 2 – Equipment Summary by Door/Access Point

Door #	Description	Cost
1	South Facing Main Entrance-College Street	\$8,073.60
2	Southeast facing Courtyard Entrance-College Street	\$14,386.13
3	Southeast facing Building Department exit-College Street	\$11,281.60
4	East facing Annex Entrance-Parking Lot	\$14,656.00
5	East/West facing Annex	\$15,441.00
6	West facing Annex Entrance-Courtyard	\$14,737.00

Door #	Description	Cost
7	North facing Main Entrance-Courtyard	\$14,386.13
8	East facing Council Entrance-Courtyard	\$13,945.87
9	North facing Council exit- Courtyard	\$9,828.70
10	Finance-Business License Door	\$8,430.40
11	Finance-Housing	\$8,430.40
12	Finance-Employee Entrance	\$8,270.40
13	IT Office	\$8,270.40
14	Human Resources	\$7,710.40
15	Human Resources	\$7,710.40
16	City Manager's Office	\$7,390.40
17	City Clerk	\$7,245.61
18	West facing Copy Room Door (Single)	\$8,697.96
19	East facing Copy Room Door (Double)	\$6,977.60

While there are two authorized dealers in the greater Los Angeles area that sell MAXXESS Controllers and warranty the equipment, the City proposes to purchase the design, installation, and maintenance services from Enterprise Security, Inc. in accordance with CMC Section 2.20.080 (Bidding – Required – Exceptions), Subsection B, which allows procurement by noncompetitive proposals when the supply, service or equipment is available from only one source. Since the design developed by Enterprise Security, Inc. required extensive customization to meet the unique needs of Covina City Hall and will integrate with the Police Department’s existing system, the procurement can be considered as a sole source with respect to CMC Section 2.20.080.

In addition, CMC Section 2.20.175 (Purchase – Professional and Specialized Services) recognizes that some professional services are so specialized that procurement of such services by competitive means is not necessary or in the City’s best interest. In this case, the required services involve the design and installation of a complex and specialized access and security system. Based on its previous installation at the City’s Police Department, Enterprise Security, Inc. has demonstrated its competence and experience in installing such specialized access and security systems. Given the very specific nature of the design, as well as, the demonstrated competence and experience of Enterprise Security, Inc., including its familiarity with the City’s needs in designing and installing the City’s Police Department access and security system, it is in the best interest of the City that this vendor complete the upgrade of the City’s secured accessibility by installing the City Hall access and security system.

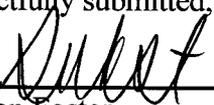
FISCAL IMPACT:

The fiscal impact associated with the proposed contract with Enterprise Security, Inc. to design, install, and maintain the comprehensive and integrated City Hall access and security system to meet the unique needs of Covina City Hall is an amount not-to-exceed \$195,870. The estimated cost to purchase one computer to operate the system software at City Hall and electrician services to provide power to four automatic door operators is \$10,000. The approval of a \$206,000 appropriation from available Liability Fund balance to the fiscal year 2015-16 budget and allocating the funds to the City Hall Access Project (account no. 7370-0930-51990-1404) is necessary at this time.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

The project has been reviewed for compliance with the California Environmental Quality Act (CEQA) and is exempt per Section 15061 (b) (3). The project is covered by the General Rule that CEQA applies to projects that have the potential for causing a significant effect on the environment. The City Hall Access Project will not result in any significant effect on the environment.

Respectfully submitted,



Siobhan Foster

Director of Public Works

ATTACHMENTS:

Attachment A: Access Control and Security System Floor Plans

Attachment B: Professional Services Agreement with Enterprise Security, Inc.

Attachment C: Resolution No. 16-7465



enterprise
security, inc.

The Innovation of
security, technology & experience

ca llc. # C7/C10 8271590
ACO #6720
az llc. # POC 272355

100 california office
10000 Wilshire Blvd
Beverly Hills, California 92007
Tel: 714-650-9100
Fax: 714-650-9000

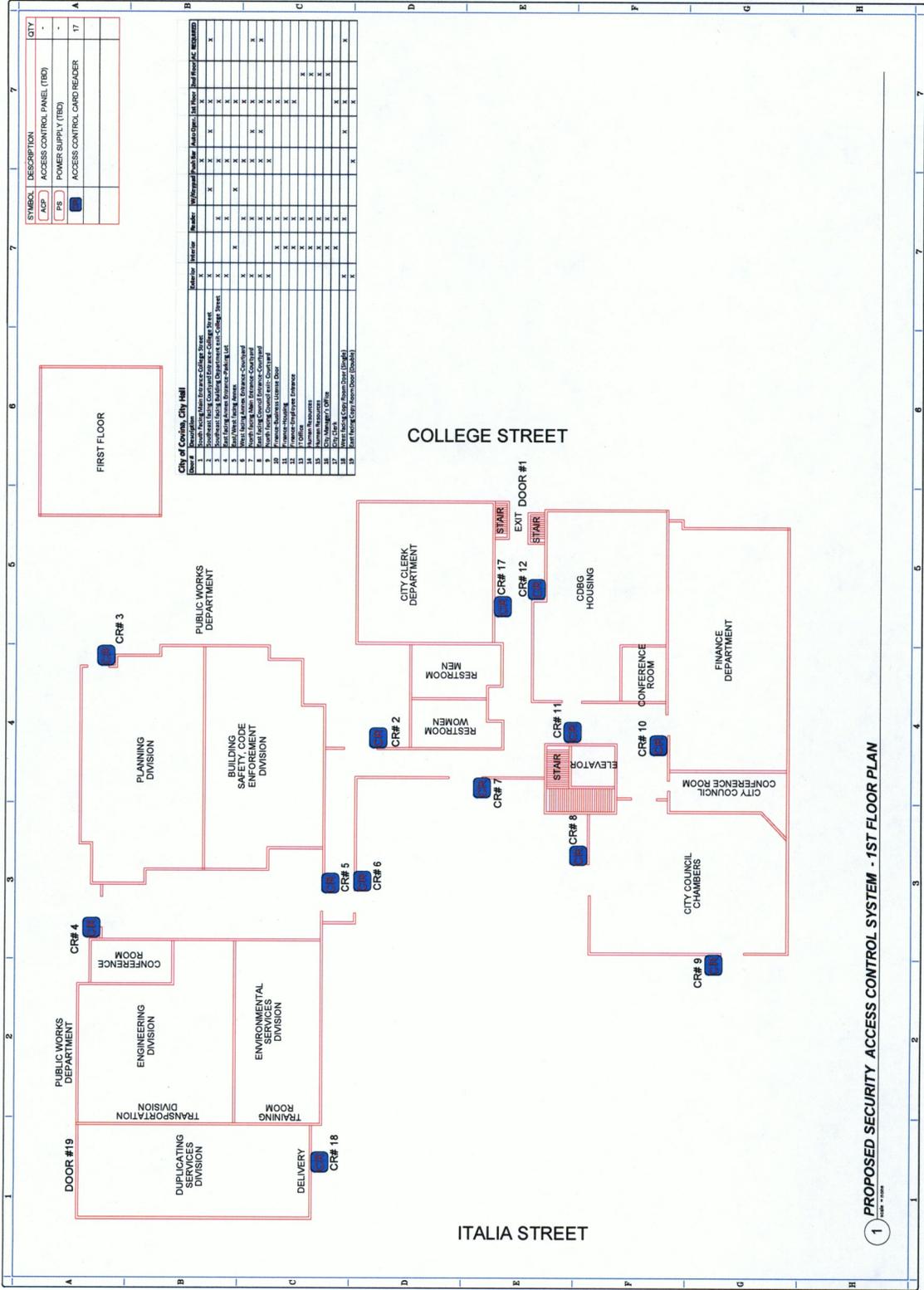
505 south 45th street, suite 103
tempe, arizona 85281

This drawing and design thereon shall not be duplicated, used or disseminated to others for any purpose without the express written consent of Enterprise Security, Inc. All reproductions shall bear the notion.

CITY OF COVINA - CITY HALL
SECURITY TENANT IMPROVEMENT
125 EAST COLLEGE STREET
COVINA, CA 91723

Drawn By: np	Review By: Dan Padilla
Date: February 19, 2016	Scale:
Job No: CAS# - 22334	REVISIONS
REV. DESCRIPTION	DATE

Proposed Security
1st Floor Plan
SEC-1.0
SECURITY SYSTEM



City of Covina, City Hall

Door #	Description	Relocated	Interior	Exterior									
1	North-Facing Main Entrance-City Hall Street	X	X	X	X	X	X	X	X	X	X	X	X
2	North-Facing Main Entrance-City Hall Street	X	X	X	X	X	X	X	X	X	X	X	X
3	North-Facing Main Entrance-City Hall Street	X	X	X	X	X	X	X	X	X	X	X	X
4	North-Facing Main Entrance-City Hall Street	X	X	X	X	X	X	X	X	X	X	X	X
5	North-Facing Main Entrance-City Hall Street	X	X	X	X	X	X	X	X	X	X	X	X
6	North-Facing Main Entrance-City Hall Street	X	X	X	X	X	X	X	X	X	X	X	X
7	North-Facing Main Entrance-City Hall Street	X	X	X	X	X	X	X	X	X	X	X	X
8	North-Facing Main Entrance-City Hall Street	X	X	X	X	X	X	X	X	X	X	X	X
9	North-Facing Main Entrance-City Hall Street	X	X	X	X	X	X	X	X	X	X	X	X
10	North-Facing Main Entrance-City Hall Street	X	X	X	X	X	X	X	X	X	X	X	X
11	North-Facing Main Entrance-City Hall Street	X	X	X	X	X	X	X	X	X	X	X	X
12	North-Facing Main Entrance-City Hall Street	X	X	X	X	X	X	X	X	X	X	X	X
13	North-Facing Main Entrance-City Hall Street	X	X	X	X	X	X	X	X	X	X	X	X
14	North-Facing Main Entrance-City Hall Street	X	X	X	X	X	X	X	X	X	X	X	X
15	North-Facing Main Entrance-City Hall Street	X	X	X	X	X	X	X	X	X	X	X	X
16	North-Facing Main Entrance-City Hall Street	X	X	X	X	X	X	X	X	X	X	X	X
17	North-Facing Main Entrance-City Hall Street	X	X	X	X	X	X	X	X	X	X	X	X
18	North-Facing Main Entrance-City Hall Street	X	X	X	X	X	X	X	X	X	X	X	X
19	North-Facing Main Entrance-City Hall Street	X	X	X	X	X	X	X	X	X	X	X	X

1 PROPOSED SECURITY ACCESS CONTROL SYSTEM - 1ST FLOOR PLAN



The International
enterprise
SECURITY, Inc.
 security, fire, life safety
 CA Lic. # C7161821590
 AZ Lic. # ROC 2723355
 1000 North Lusk Avenue
 Anaheim, California 92807
 Tel: 714-530-5000
 Fax: 714-530-5000
 anaheim office
 505 South 48th Street, Suite 103
 Tempe, Arizona 85281

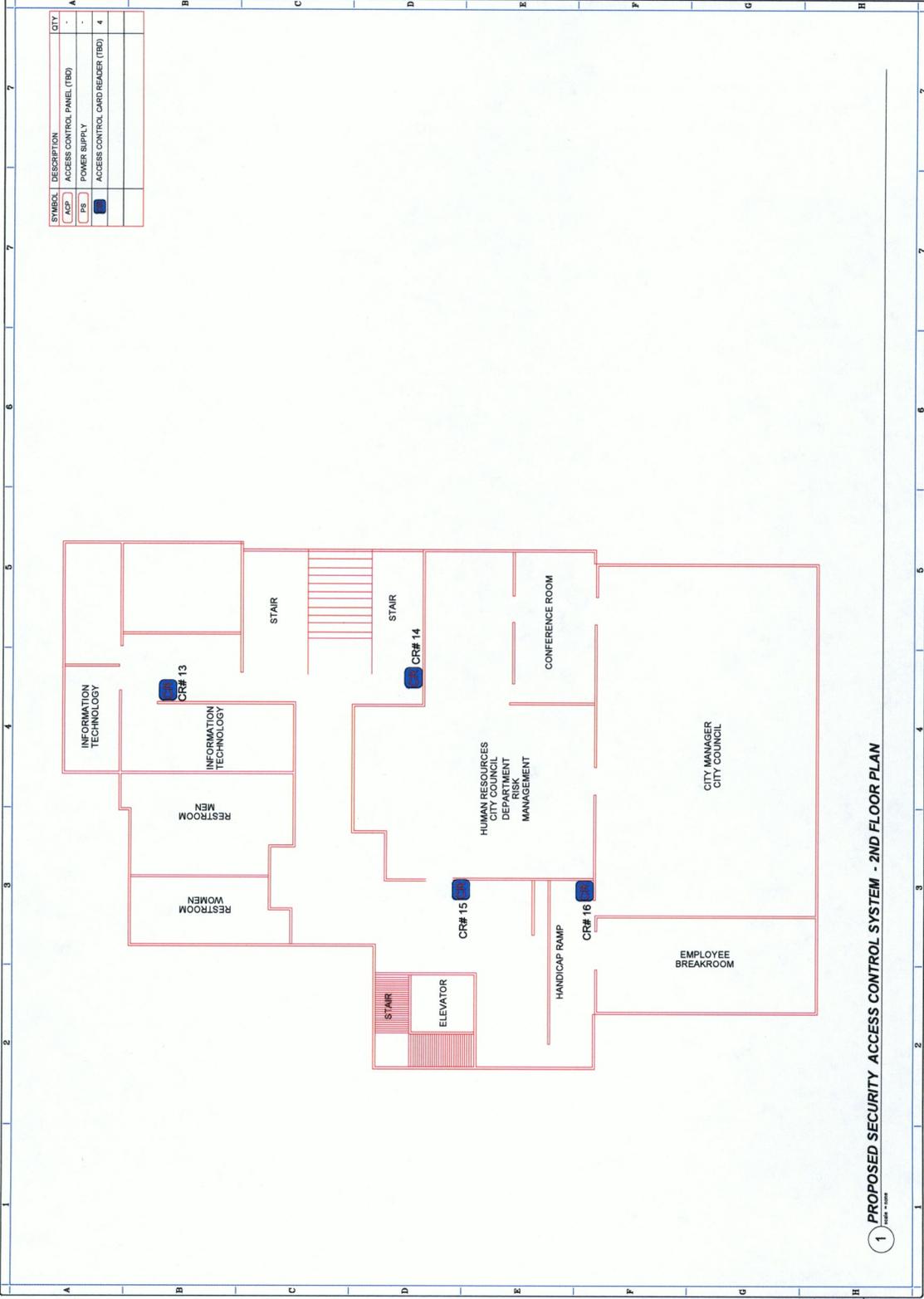
This drawing and designs thereon
 shall not be duplicated, used or
 reproduced in any form, for any
 purpose, without the express written
 consent of Enterprise Security, Inc.
 except as otherwise authorized by
 contract. All reproductions shall bear this
 notice.

CITY OF COVINA - CITY HALL
SECURITY TENANT IMPROVEMENT
 126 EAST COLLEGE STREET
 COVINA, CA 91723

Drawn By: np
 Review By: Dan Paulita
 Date: February 19, 2016
 Scale:
 Job No: CAS# - 22334
 REVISIONS
 REV. DESCRIPTION DATE

Proposed Security
 2nd Floor Plan
 SECURITY SYSTEM
SEC-2.0

SYMBOL	DESCRIPTION	QTY.
ACP	ACCESS CONTROL PANEL (TBD)	-
PS	POWER SUPPLY	-
CR	ACCESS CONTROL CARD READER (TBD)	4



1 PROPOSED SECURITY ACCESS CONTROL SYSTEM - 2ND FLOOR PLAN
DATE: 2/19/16

Date: 02/19/2016 4:38pm User: np
 Drawing File: E:\Enterprise Security\Projects\CA & AZ\Chm Pad\SECAS - 22334\SEC-1.dwg
 Last Saved By: nrmrpd Feb 24 2016 4:38pm

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is dated March 1, 2016 (“Effective Date”) and is between the City of Covina, a California municipal corporation (“City”) and Enterprise Security, Inc., a California corporation (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

RECITALS

A. City desires to utilize the services of Consultant as an independent contractor to implement the City Hall Access System Project.

B. Consultant represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

C. City desires to retain Consultant and Consultant desires to serve City to perform these services in accordance with the terms and conditions of this Agreement.

The parties therefore agree as follows:

1. Term of Agreement. The term of this Agreement shall be from the Effective Date through July 31, 2016, unless sooner terminated as provided in Section 13 of this Agreement.

2. Compensation.

A. Compensation. As full compensation for Consultant’s services provided under this Agreement, City shall pay Consultant the not-to-exceed amount of one hundred ninety-five thousand eight hundred seventy dollars (\$195,870) (the “maximum compensation”), as set forth in the Approved Fee Schedule, attached hereto as **Exhibit A**. Any terms in Exhibit A, other than the payment rates and schedule of payment, are null and void.

B. Expenses. The amount set forth in paragraph A shall include reimbursement for all actual and necessary expenditures reasonably incurred in the performance of this Agreement.

A. Additional Services. City shall not allow any claims for additional services performed by Consultant, unless the City Council and the Consultant Representative authorize the additional services in writing prior to Consultant’s performance of the additional services or inurrence of additional expenses. Any additional services or expenses authorized by the City Council shall be compensated at the rates set forth in **Exhibit A**, or, if not specified, at a rate mutually agreed to by the parties. City shall make payment for additional services and expenses in accordance with Section 4 of this Agreement.

3. Consultant’s Services.

A. Scope of Services. Consultant shall perform the services described in the Scope of Services, attached as **Exhibit B**. City may request, in writing, changes in the scope of

services to be performed. Any changes mutually agreed upon by the parties, and any increase or decrease in compensation, shall be incorporated by written amendments to this Agreement.

B. Party Representatives. For the purposes of this Agreement, the City Representative shall be the City Manager, or such other person designated in writing by the City Manager (the "City Representative"). For the purposes of this Agreement, the Consultant Representative shall be Dan Padilla, Senior Account Manager (the "Consultant Representative"). The Consultant Representative shall directly manage Consultant's services under this Agreement. Consultant shall not change the Consultant Representative without City's prior written consent.

C. Time for Performance. Consultant shall commence the services on the Effective Date and shall perform all services in conformance with the project timeline, attached hereto as **Exhibit C.**

D. Standard of Performance. Consultant shall perform all services under this Agreement in accordance with the standard of care generally exercised by like professionals under similar circumstances and in a manner reasonably satisfactory to City.

E. Personnel. Consultant has, or will secure at its own expense, all personnel required to perform the services required under this Agreement. All of the services required under this Agreement shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services.

F. Compliance with Laws. The Consultant shall keep itself informed of all local, state and federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such ordinances, laws and regulations. The City and its agents shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section. This Agreement may call for services that, in whole or in part, constitute "public works," as defined in the California Labor Code. Therefore, as to those services that may be "public works", including construction, alteration, demolition, installation work, Consultant shall comply in all respects with all applicable provisions of the California Labor Code, including those set forth in **Exhibit D.**

F. Permits and Licenses. Consultant shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of services under this Agreement, including a business license.

4. Method of Payment.

A. Invoices. Consultant shall submit to City an invoice, on a monthly basis or less frequently, for actual services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period, hourly rates charged, if applicable, and the amount due. If City disputes any of Consultant's fees, it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

B. Payment. City shall pay all undisputed invoice amounts within thirty (30) calendar days after receipt up to the maximum compensation set forth in Section 2 of this Agreement. City shall not withhold federal payroll, state payroll or other taxes, or other similar deductions, from payments made to Consultant. For all reimbursements authorized by this Agreement, Consultant shall provide receipts on all reimbursable expenses in excess of Fifty Dollars (\$50) in such form as approved by the Finance Director.

C. Audit of Records. Consultant shall make all records, invoices, time cards, cost control sheets and other records maintained by Consultant in connection with this agreement available during Consultant's regular working hours to City for review and audit by City.

5. Ownership of Documents. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the work, surveys, notes, and other documents prepared in the course of providing the services to be performed ("written products") pursuant to this Agreement shall become the sole property of the City without restriction or limitation upon its use and may be used, reused, disseminated or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files containing data generated for the work, Consultant shall make available to the City, upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files. Consultant may take and retain copies of the written products as desired, but the written products shall not be the subject of a copyright application by Consultant.

6. Independent Contractor.

A. Consultant is, and shall at all times remain as to City, a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its officers, agents or employees are in any manner employees of City.

B. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

7. Confidentiality. All data, documents, discussion, or other information (collectively "data") developed or received by Consultant or provided for performance of this Agreement are deemed confidential. Consultant shall keep all data confidential and shall not disclose any data to any person or entity without City's prior written consent. City shall grant such consent if disclosure is legally required. Consultant shall return all data to City upon the expiration or termination of this Agreement. Consultant's covenant under this Section 7 shall survive the expiration or termination of this Agreement.

8. Conflicts of Interest. Consultant and its officers, employees, associates and subcontractors, if any, shall comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this Agreement, including the Political Reform Act (Gov. Code, § 81000 *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant may perform similar services for other clients, but Consultant and its officers, employees, associates and subcontractors shall not, without the City Representative's prior written approval, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Consultant shall incorporate a clause substantially similar to this Section 8 into any subcontract that Consultant executes in connection with the performance of this Agreement.

9. Indemnification.

A. Indemnities for Third Party Claims.

1) To the fullest extent permitted by law, Consultant shall, at its sole cost and expense, defend, hold harmless and indemnify City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens and losses of any nature whatsoever, including fees of accountants, attorneys or other professionals, and all costs associated therewith, and the payment of all consequential damages (collectively "Liabilities"), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the parties. Consultant shall defend the Indemnitees in any action or actions filed in connection with any Liability with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Consultant shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

2) Consultant shall pay all required taxes on amounts paid to Consultant under this Agreement, and 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. Consultant shall fully comply with the workers' compensation law regarding Consultant and Consultant's employees. Consultant shall indemnify and hold City harmless from any failure of Consultant to comply with applicable workers' compensation laws. City may offset against the amount of any fees due to Consultant

under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this Subparagraph A. 2).

3) Consultant shall obtain executed indemnity agreements with provisions identical to those in this Section 9 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations, Consultant shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Liabilities in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant's subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Consultant's subcontractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the parties.

B. Workers' Compensation Acts not Limiting. Consultant's indemnifications and obligations under this Section 9, or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

C. Insurance Requirements not Limiting. City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The indemnities in this Section 9 shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liability, tax, assessment, penalty or interest asserted against City.

D. Survival of Terms. Consultant's indemnifications and obligations under this Section 9 shall survive the expiration or termination of this Agreement.

10. Insurance.

A. Minimum Scope and Limits of Insurance. Consultant shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

1) Commercial General Liability Insurance with a minimum limit of Two Million Dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of Two Million Dollars (\$2,000,000) per project or location. If Consultant is a limited liability company, the commercial general liability coverage shall be amended so that Consultant and its managers, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

2) Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of Two Million Dollars (\$2,000,000) per accident for bodily injury and property damage. If Consultant does not use any owned, non-owned or hired vehicles in the performance of services under this Agreement, Consultant shall obtain a non-owned auto endorsement to the Commercial General Liability policy required under Subparagraph A. 1) of this Section 10.

3) Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000) per accident for bodily injury or disease. If Consultant has no employees while performing services under this Agreement, workers' compensation policy is not required, but Consultant shall provide an executed declaration that it has no employees.

B. Acceptability of Insurers. The insurance policies required under this Section 10 shall be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest edition of the A.M. Best Insurance Rating Guide. Self insurance shall not be considered to comply with the insurance requirements under this Section 10.

C. Additional Insured. The commercial general and automobile liability policies shall contain an endorsement naming the City, its officers, employees, agents and volunteers as additional insureds.

D. Primary and Non-Contributing. The insurance policies required under this Section 10 shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to City. Any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

E. Consultant's Waiver of Subrogation. The insurance policies required under this Section 10 shall not prohibit Consultant and Consultant's employees, agents or subcontractors from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against City.

F. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be approved by City. At City's option, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.

G. Cancellations or Modifications to Coverage. Consultant shall not cancel, reduce or otherwise modify the insurance policies required by this Section 10 during the term of this Agreement. The commercial general and automobile liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail thirty (30) calendar days' prior written notice to City. If any insurance policy required under this Section 10 is canceled or reduced in coverage or limits, Consultant shall, within two (2) business days of notice from the insurer,

phone, fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.

H. City Remedy for Noncompliance. If Consultant does not maintain the policies of insurance required under this Section 10 in full force and effect during the term of this Agreement, or in the event any of Consultant's policies do not comply with the requirements under this Section 10, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may, but has no duty to, take out the necessary insurance and pay, at Consultant's expense, the premium thereon. Consultant shall promptly reimburse City for any premium paid by City or City may withhold amounts sufficient to pay the premiums from payments due to Consultant.

I. Evidence of Insurance. Prior to the performance of services under this Agreement, Consultant shall furnish City's Risk Manager with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Section 10. The endorsements are subject to City's approval. Consultant may provide complete, certified copies of all required insurance policies to City. Consultant shall maintain current endorsements on file with City's Risk Manager. Consultant shall provide proof to City's Risk Manager that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Consultant shall furnish such proof at least two (2) weeks prior to the expiration of the coverages.

J. Indemnity Requirements not Limiting. Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duty to indemnify City under Section 9 of this Agreement.

K. Subcontractor Insurance Requirements. Consultant shall require each of its subcontractors that perform services under this Agreement to maintain insurance coverage that meets all of the requirements of this Section 10.

11. Mutual Cooperation.

A. City's Cooperation. City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for Consultant's proper performance of the services required under this Agreement.

B. Consultant's Cooperation. In the event any claim or action is brought against the City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance that City requires.

12. Records and Inspections. Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of five (5) years. Consultant shall, without charge, provide City with access to the records during normal business hours. City may examine and audit the records and make transcripts therefrom, and inspect all program data, documents, proceedings and activities.

13. Termination or Suspension of Agreement.

A. Right to Terminate or Suspend. City may terminate or suspend this Agreement at any time, at will, for any reason or no reason, after giving written notice to Consultant at least seven (7) calendar days before the termination or suspension is to be effective. Consultant may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to City at least sixty (60) calendar days before the termination is to be effective.

B. Obligations upon Termination. Consultant shall cease all work under this Agreement on or before the effective date of termination specified in the notice of termination. In the event of City's termination of this Agreement due to no fault or failure of performance by Consultant, City shall pay Consultant based on the percentage of work satisfactorily performed up to the effective date of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

14. Force Majeure. Consultant shall not be liable for any failure to perform its obligations under this Agreement if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond Consultant's reasonable control and not due to any act by Consultant.

15. Notices. Any notices, consents, requests, demands, bills, invoices, reports or other communications which either party may desire to give to the other party under this Agreement must be in writing and conclusively deemed effective: (a) on personal delivery, (b) on confirmed delivery by reputable document delivery service or courier service during Consultant's and City's regular business hours, or (c) five business days after deposit in the United States mail, by first class mail, postage prepaid, and addressed to the party to be notified as set forth below:

If to City:
Attn: Siobhan Foster
City of Covina
125 E. College Street|
Covina, California 91723

If to Consultant:
Enterprise Security, Inc.
1060 N. Tustin Avenue
Anaheim, CA 92807
Attn: Dan Padilla

16. Non-Discrimination and Equal Employment Opportunity. In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor or applicant for employment because of race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information, sexual orientation or other basis prohibited by law. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin,

ancestry, age, physical disability, mental disability, medical condition, genetic information or sexual orientation.

17. Prohibition of Assignment and Delegation. Consultant shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, without City's prior written consent. City's consent to an assignment of rights under this Agreement shall not release Consultant from any of its obligations or alter any of its primary obligations to be performed under this Agreement. Any attempted assignment or delegation in violation of this Section 17 shall be void and of no effect and shall entitle City to terminate this Agreement. As used in this Section 17, "assignment" and "delegation" means any sale, gift, pledge, hypothecation, encumbrance or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs.

18. No Third Party Beneficiaries Intended. Except as otherwise provided in Section 9, this Agreement is made solely for the benefit of the parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

19. Waiver. No delay or omission to exercise any right, power or remedy accruing to City under this Agreement shall impair any right, power or remedy of City, nor shall it be construed as a waiver of, or consent to, any breach or default. No waiver of any breach, any failure of a condition, or any right or remedy under this Agreement shall be (1) effective unless it is in writing and signed by the party making the waiver, (2) deemed to be a waiver of, or consent to, any other breach, failure of a condition, or right or remedy, or (3) deemed to constitute a continuing waiver unless the writing expressly so states.

20. Exhibits. Exhibits A, B, C and D constitute a part of this Agreement and are incorporated into this Agreement by this reference. If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, the provisions of this Agreement shall control.

21. Entire Agreement. This Agreement and all exhibits referred to in this Agreement constitute the final, complete and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement and supersede all other prior or contemporaneous oral or written understandings and agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty except those expressly set forth in this Agreement.

22. Amendment of Agreement. This Agreement may be amended only by a writing signed by both parties. The City Manager is authorized to sign an amendment to this Agreement on the City Council's behalf and without the City Council's prior approval to make the following non-substantive modifications to the Agreement: (a) name changes; (b) extensions of time; (c) non-monetary changes in the scope of work; and (d) termination of the Agreement.

23. Headings. The headings in this Agreement are included solely for convenience of reference and shall not affect the interpretation of any provision of this Agreement or any of the rights or obligations of the parties to this Agreement.

24. Word Usage. Unless the context clearly requires otherwise, (a) the words “shall,” “will” and “agrees” are mandatory and “may” is permissive; (b) “or” is not exclusive; and (c) “includes” or “including” are not limiting.

25. Time of the Essence. Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

26. Governing Law and Choice of Forum. This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. Any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be resolved in a municipal, superior or federal court with geographic jurisdiction over the City of Covina.

27. Attorneys’ Fees. In any litigation or other proceeding by which on party seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded reasonable attorneys’ fees together with any costs and expenses, to resolve the dispute and to enforce the final judgment.

28. Severability. If a court of competent jurisdiction holds any provision of this Agreement to be illegal, invalid or unenforceable for any reason, the validity of and enforceability of the remaining provisions of this Agreement shall not be affected and continue in full force and effect.

29. Authority to Execute Agreement. The person or persons executing this Agreement on behalf of Consultant warrants and represents that he or she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

[SIGNATURE PAGE FOLLOWS]

The parties, through their duly authorized representatives, are signing this Agreement on the date stated in the introductory clause.

City:

City of Covina,
a California municipal corporation

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: Sharon F. Clark
Title: Chief Deputy City Clerk

APPROVED AS TO FORM:

By: _____
Name: Candice K. Lee
Title: City Attorney

Consultant:

Enterprise Security, Inc.,
a California Corporation

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

(Two signatures of corporate officers required for corporations under Corporations Code Section 313, unless corporate documents authorize only one person to sign this Agreement on behalf of the corporation.)

EXHIBIT A
APPROVED FEE SCHEDULE



ENTERPRISE SECURITY, INC.
 1060 N TUSTIN AVE, ANAHEIM, CA 92807
 TEL: (714) 630-9100
 FAX: (714) 630-9800

SALES QUOTE
 DATE 2/24/2016
QUOTE#22334 -
BREAKDOWN ALL

CA LIC #821590

SHIP TO	BILL TO
CITY OF COVINA 444 NORTH CITRUS AVENUE COVINA, CA 91723-2065	CITY OF COVINA 125 E. COLLEGE STREET COVINA, CA 91723-2199

PROJECT
CITY OF COVINA- ACCESS- CITY HALL

Description	UNIT PRICE	QTY	LINE TOTAL
MAXXESS STANDARD SOFTWARE SUPPORT	\$193.13	1	\$193.13
MONTH PAST DUE AMOUNT FOR MAXXESS SSA	\$482.81	1	\$482.81
MAXXESS STANDARD SOFTWARE SUPPORT - 1 YEAR	\$45.06	1	\$45.06
MAXXESS EFUSION ACCESS CONTROL READER EXPANSION LICENSE: ADD 32 READERS LIC	\$1,575.90	1	\$1,575.90
EAXXESS SINGLE CLIENT LICENSE LIC	\$270.38	1	\$270.38
SINGLE DOOR POE MASTER CONTROLLER	\$569.08	2	\$1,138.15
MAXXESS LOCAL DOOR CONTROLLER (1 READER, 2 INPUTS, 2 OUTPUTS) ENCLOSURE AND POWER SUPPLY NOT INCLUDED	\$267.80	14	\$3,749.20
VR4T CONVERTS A 24VDC INPUT INTO A REGULATED 12VDC OUTPUT	\$40.56	16	\$648.90
METAL ENCLOSURE ENCLOSURE W/LOCK 14"X14"X3"	\$64.38	16	\$1,030.00
DIN RAIL MOUNT KIT	\$36.05	16	\$576.80
ALTRONIX 4 AMP POWER SUPPLY CHARGER	\$166.07	9	\$1,494.67
YUASA 12V 7 AMP HR BATTERY	\$15.75	16	\$251.94
CONSUMMABLES	\$2,309.21	1	\$2,309.21
SOFTWARE HOUSE PIM 400-485 INTERFACE PANEL, COMMUNICATES WITH UP TO 16 SCHLAGE WIRELESS READERS	\$844.87	6	\$5,069.21
HID RP40-H, PIVCLASS, SE E, LF STD, HF STD/SIO/SEOS/FIPS/CAK, 485FDX, PIG, BLK, STD-1, LED RED, FLSH GRN, BZR ON, OPT TAMP, OPEN COLL, FIPS 75-BIT, 1PM OFF,	\$207.65	4	\$830.59
HID RK40 CONTACTLESS SMART CARD READER W/KEYPAD, BLACK, FIPS201	\$347.99	2	\$695.98
SENTROL 3/4" WHITE DPDT DOOR CONTACT	\$0.00	0	\$0.00
BOSCH REQUEST TO EXIT (REX) PIR	\$0.00	0	\$0.00
DOOR LOCKING HARDWARE, ALL DOORS EXCEPT AUTO OPERATORS	\$59,606.76	1	\$59,606.76
DOOR LOCKING HARDWARE, AUTO OPERATORS	\$57,367.52	1	\$57,367.52
COMPOSITE CABLE, WHT 1000FT 22/3PR OAS , 18/4, 22/4 & 22/2 STR PLENUM	\$862.63	6	\$5,175.75
WIRE MANAGEMENT (CABLE TIES, CONDUIT, FITTINGS)	\$3,011.88	1	\$3,011.88
HID PROX KEYFOBS BOX OF 50	\$231.74	3	\$695.21
KNOX-BOX 3200 SERIES LIFT-OFF DOOR SURFACE MOUNT	\$276.81	1	\$276.81
LABOR FOR INSTALLATION, ENGINEERING AND PROJECT MANAGEMENT	\$36,189.51	1	\$36,189.51
		PARTS	\$146,495.86
		LABOR	\$36,189.51
		TAXES	\$13,184.63
		SHIPPING	\$0.00
		TOTAL	\$195,870.00

ENTERPRISE SECURITY, INC.

1060 N TUSTIN AVE, ANAHEIM, CA 92807

TEL: (714) 630-9100 FAX: (714) 630-9800

CITY OF COVINA- CITY HALL- LABOR BREAKDOWN

CODE	DESCRIPTION	COST PER HOUR
ENG	Engineering- System Design, Equipment Selection, Pricing	\$105.00
PRO	Procurement- Ordering, Receiving, Staging	\$40.00
PRE	Prewire- Installation of Cable, Conduit, Wire Management	\$80.00
DEV	Devices- Installation of equipment at each door	\$80.00
HE	Head End- Installation of equipment in the Equip Closet	\$95.00
PRO	Programming- Inputting all data for a working system	\$105.00
COM	Commissioning- Testing all doors for proper function	\$105.00
TRA	Training- Train the customer on administration of the system	\$95.00
PM	Project Manager- Mange the entire project with all parties	\$105.00

EXHIBIT B
SCOPE OF SERVICES

SCOPE OF WORK:

Our recommendation to accomplish this security upgrade is to secure the interior and exterior doors outlined in the city's Project Description. A site walk was performed to determine the equipment required and financial commitment needed for this project. The architecture of the building will make the installation very challenging. A combination of standard equipment and wireless devices can be used for a successful project and a secure building. This proposal is for a Base Bid of 17 doors with access control, 4 of those doors with Auto Operators and 2 doors with locking hardware only (no card reader). See the attached spreadsheet and Floor Plan for reference. Included in this proposal is a Knox Box at the South Facing Main Entrance-College Street (Door 1) and 150 Key Fobs.

ACCESS SYSTEM-BASE BID:

- Furnish and install all necessary MAXXESS Controllers and Power Supplies for the doors. This equipment will integrate to the existing Server presently at the Police Dept. A workstation will be set up at City Hall.
- Furnish and install all cabling to support the wireless devices.
- Furnish and install the wired and wireless electrified locking hardware with Prox Readers.
- Furnish and Install Prox Readers with Keypad at 2 locations (see Door Schedule).
- Furnish and Install all door devices for the following 19 doors.
- South facing Main Entrance- College Street (Egress only)
- Southeast facing Courtyard Entrance- College Street (Auto Operator)
- Southeast facing Building Department Exit- College Street
- East facing Annex Entrance- Parking Lot
- East West facing Annex
- West facing Annex Entrance- Courtyard
- North facing Main Entrance- Courtyard (Auto Operator)
- East facing Council Entrance- Courtyard (Auto Operator)
- North facing Council Exit- Courtyard
- Finance- Business License
- Finance- Housing
- Finance- Employee Entrance
- IT Office
- Human Resources- 1
- Human Resources- 2
- City Manager's Office
- City Clerk
- West facing Copy Room Door (Auto Operator)
- East facing Copy Room Door (Egress only)
- Program and Test the system.
- Provide an 8 hour training session for the Client.

City of Covina, City Hall

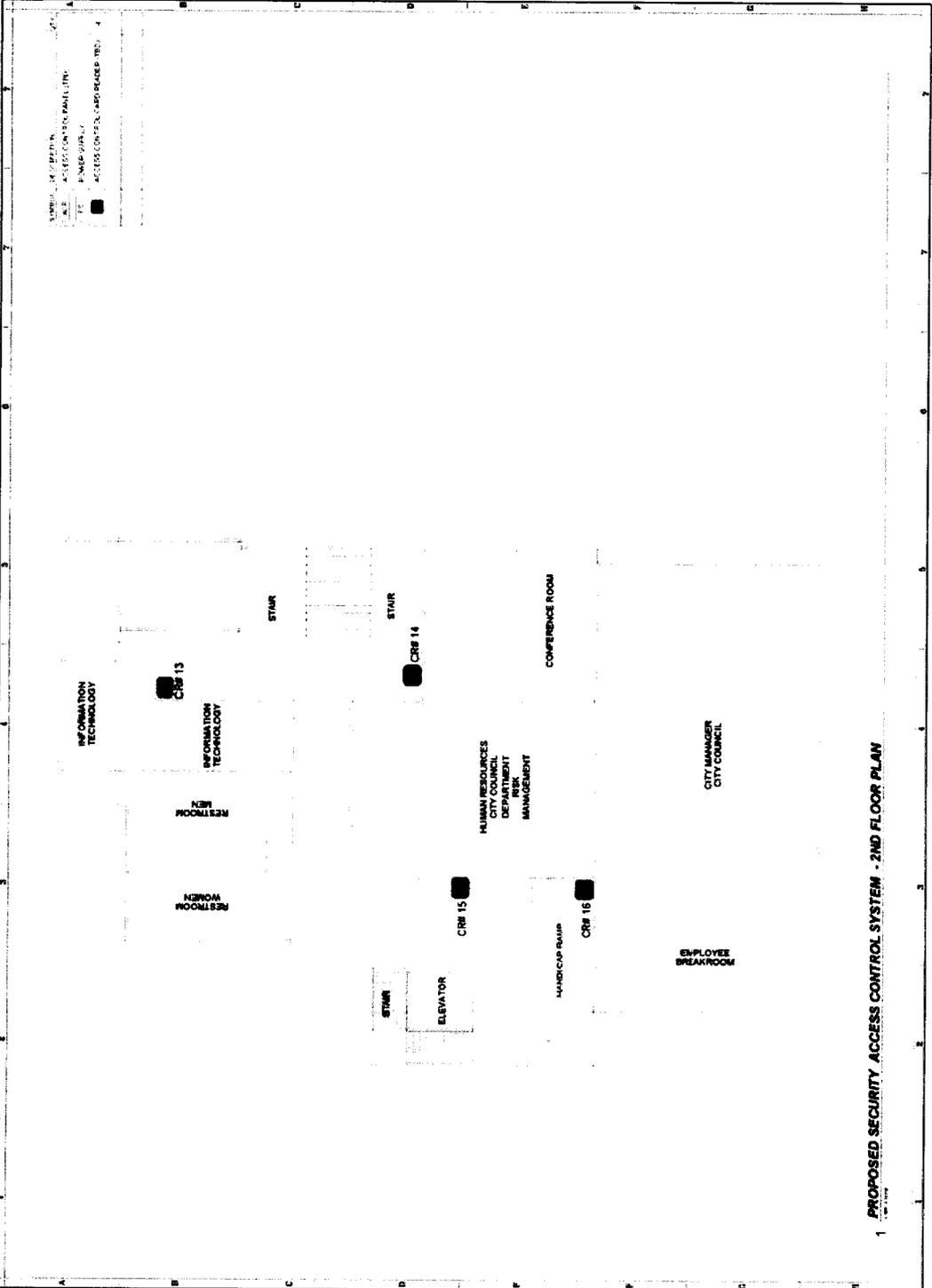
Door #	Description	Exterior	Interior	Reader	W/Keypad	Push Bar	Auto Oper.	1st Floor	2nd Floor	AC REQUIRED
1	South Facing Main Entrance-College Street	X				X		X		
2	Southeast facing Courtyard Entrance-College Street	X			X	X	X	X		X
3	Southeast facing Building Department exit-College Street	X		X		X		X		
4	East facing Annex Entrance-Parking Lot	X		X		X		X		
5	East/West facing Annex		X		X	X		X		
6	West facing Annex Entrance-Courtyard	X		X		X		X		
7	North facing Main Entrance-Courtyard	X		X		X	X	X		X
8	East facing Council Entrance-Courtyard	X		X		X	X	X		X
9	North facing Council exit-Courtyard	X		X		X		X		
10	Finance-Business License Door		X	X				X		
11	Finance-Housing		X	X				X		
12	Finance-Employee Entrance		X	X				X		
13	IT Office		X	X					X	
14	Human Resources		X	X					X	
15	Human Resources		X	X					X	
16	City Manager's Office		X	X					X	
17	City Clerk		X	X				X		
18	West facing Copy Room Door (Single)	X		X			X	X		X
19	East facing Copy Room Door (Double)	X		X		X		X		



enterprise solutions
 SECURITY & ACCESS CONTROL SYSTEMS
 125 EAST COLLEGE STREET
 COVINA, CA 91723
 TEL: 626-963-2272
 FAX: 626-963-2273
 WWW.ENTSEC.COM

CITY OF COVINA - CITY HALL
 SECURITY TENANT IMPROVEMENT
 125 EAST COLLEGE STREET
 COVINA, CA 91723

Project No. 1917425
 Revision No. 2
 Date: 08/15/2014
 Drawn By: J. B. B. B.
 Checked By: J. B. B. B.
 Scale: AS SHOWN



1 PROPOSED SECURITY ACCESS CONTROL SYSTEM - 2ND FLOOR PLAN

EXHIBIT C
PROJECT TIMELINE

ID	Task Name	Duration	Start	Finish	Predecessors	March 2016	April 2016	May 2016
1	Mobilization	11 days	Thu 3/2/16	Thu 3/17/16		27	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	1 2 3
2	Notice To Proceed received	1 day	Thu 3/2/16	Thu 3/2/16				
3	ESI Sales to Operations Meeting	1 day	Tue 3/15/16	Tue 3/15/16				
4	Procurement	2 days	Wed 3/16/16	Thu 3/17/16				
5	Scheduling	1 day	Wed 3/16/16	Wed 3/16/16				
6	Site Survey	1 day	Thu 3/17/16	Thu 3/17/16				
7	Perform site survey with ESI Project Manager	1 day	Thu 3/17/16	Thu 3/17/16				
8								
9								
10	On Site / Velocity Upgrade	4 days	Mon 4/4/16	Thu 4/7/16				
11	Upgrade Access Control System	1 day	Mon 4/4/16	Mon 4/4/16				
12	Program Customer Provided Workstation	1 day	Thu 4/7/16	Thu 4/7/16				
13								
14	Prewire	10 days	Mon 4/4/16	Fri 4/15/16				
15	Install conduit and cabling	10 days	Mon 4/4/16	Fri 4/15/16				
16								
17	Door Hardware	10 days	Mon 4/4/16	Fri 4/15/16				
18	Install door hardware and Auto Operators	10 days	Mon 4/4/16	Fri 4/15/16				
19								
20	Head End	5 days	Mon 4/18/16	Fri 4/22/16				
21	Controllers / Power Supplies	3 days	Mon 4/18/16	Wed 4/20/16				
22	Electrical Piping of Headend Panels/Power Supplies	2 days	Thu 4/21/16	Fri 4/22/16				
23								
24	Commissioning	4 days	Mon 4/25/16	Thu 4/28/16				
25	Test all doors	1 day	Mon 4/25/16	Mon 4/25/16				
26	Training	1 day	Tue 4/26/16	Tue 4/26/16				
27	Turnover	1 day	Wed 4/27/16	Wed 4/27/16				
28	Go Live	1 day	Thu 4/28/16	Thu 4/28/16				

Project: City of Covina
 Date: Tue 2/23/16

Task Split
 Progress Milestone
 Summary Project Summary
 External Tasks External Milestone
 Deadline

Page 1

EXHIBIT D
CALIFORNIA LABOR CODE COMPLIANCE
(Labor Code §§ 1720 et seq., 1813, 1860, 1861, 3700)

If this Agreement calls for services that, in whole or in part, constitute “public works” as defined in the California Labor Code, then:

1. This Agreement is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and the awarding public agency (“City”) and Consultant agrees to be bound by all the provisions thereof as though set forth in full herein.
2. Consultant shall be registered with the Department of Industrial Relations (“DIR”) in accordance with California Labor Code Section 1725.5 and has provided proof of registration to City prior to the Effective Date of this Agreement.
3. Consultant shall comply with the provisions of California Labor Code Sections 1771, 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The applicable prevailing wage determination(s) may be obtained at (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>), are on file with City, and are available to any interested party upon request. Consultant shall, as a penalty to City, forfeit not more than two-hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any public work done under this Agreement by Consultant or by any subcontractor.
4. Pursuant to California Labor Code Section 1771.4, Consultant’s services are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Consultant shall post job site notices as prescribed by DIR regulations and agrees to furnish the records specified in California Labor Code Section 1776 directly to the Labor Commissioner in the manner prescribed by California Labor Code Section 1771.4(a)(3) and (c)(2).
5. Consultant shall comply with the provisions of California Labor Code Section 1776 which, among other things, require Consultant and each subcontractor to: (1) keep accurate payroll records, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform City of the location of the records. Consultant is responsible for compliance with Section 1776 by itself and all of its subcontractors.
6. Consultant shall comply with the provisions of California Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that Consultant is responsible for compliance with Section 1777.5 by itself and all of its subcontractors.

7. Consultant shall comply with the provisions of California Labor Code Section 1813 concerning penalties for workers who work excess hours. Consultant shall, as a penalty to City, forfeit twenty-five dollars (\$25) for each worker employed in the execution of this Agreement by Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the California Labor Code.
8. California Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Consultant hereby certifies as follows:

“I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Agreement.”

Date _____ Signature _____

RESOLUTION NO. 16-7465

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINA,
CALIFORNIA, TO AMEND THE FISCAL YEAR 2015-2016 CITY OF COVINA
OPERATING BUDGET TO REFLECT AN APPROPRIATION OF \$206,000 FROM
PUBLIC LIABILITY FUND BALANCE TO CREATE THE CITY HALL ACCESS
SYSTEM PROJECT (ACCOUNT NO. 7370-0930-51990-1404); AND TO APPROVE
SUCH PROCUREMENT**

WHEREAS, the City of Covina is a municipal corporation duly organized and existing pursuant to the Constitution and laws of the State of California (“City”);

WHEREAS, the budget for the City of Covina for fiscal year commencing July 1, 2015 and ending June 30, 2016 was approved on June 23, 2015; and

WHEREAS, the approved budget is in accordance with all applicable ordinances of the City and all applicable statutes of the State;

WHEREAS, the reallocation of the appropriations between departmental activities may be made by the City Manager and amendments (increases/decreases) to the adopted budget shall be by approval and Resolution of the City Council;

WHEREAS, on April 3, 2012, the City Council awarded the Police Department access control system purchase and installation contract to Enterprise Security, Incorporated in the amount of \$39,950, following a formal bid procedure;

WHEREAS, the project equipped seventeen access points in both the Police and Fire Department buildings with access control devices and related equipment, including the necessary software and programming to manage the movement of personnel throughout the facilities by controlling the level of access for each employee based on areas of responsibility or credential;

WHEREAS, the system purchased by the Police Department was designed to be expandable to include additional entry points within the Police and Fire Department buildings and other City facilities;

WHEREAS, in the wake of incidents of workplace violence throughout the nation and the desire to enhance safety at City facilities and ensure patrons and employees with adequate and accessible ingress and egress options, the Police and Public Works Departments engaged Enterprise Security, Inc. to review City Hall access and security;

WHEREAS, following eight site visits to City Hall by Enterprise Security, Inc., door hardware suppliers, and other subcontractors and discussion with Police and Public Works Department representatives and in consultation with the Fire Marshall, Building Official, and Risk Manager, Enterprise Security, Inc. designed a comprehensive, integrated access control and security system to equip nineteen access points with a combination of access control devices, door hardware, and automatic door operators to provide an enhanced level of access control and

security to City Hall, while providing patrons and employees with adequate and accessible ingress and egress options;

WHEREAS, the comprehensive access control and security system will add to the existing system in use at the Police and Fire Department Buildings through a customized integration to facilitate the management of employee access at City Hall and the Police and Fire Department buildings through the use of one software system;

WHEREAS, Covina Municipal Code Section 2.20.080 (Bidding – Required – Exceptions), Subsection B, allows procurement by noncompetitive proposals when the supply, service or equipment is available from only one source, which is the case with the comprehensive access control and security system developed by Enterprise Security, Inc. for Covina City Hall, which requires a unique configuration of equipment and technology for most access points due to the historic nature of City Hall;

WHEREAS, Covina Municipal Code Section 2.20.175 (Purchase - Professional and specialized services) recognizes that some professional services are so specialized that procurement of such services by competitive means is not necessary or in the City’s best interest. In this case, the required services involve the design and installation of a complex and specialized access and security system. Based on its previous installation at the City’s Police Department, Enterprise Security, Inc. has demonstrated its competence and experience in installing such specialized access and security systems; and

WHEREAS, the City of Covina wishes to allocate funds for the completion of the City Hall Access Project.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the City of Covina, as follows:

SECTION 1. Amend the fiscal year 2015-2016 City of Covina operating budget as follows: \$206,000 from Public Liability Fund balance (account no. 7370-0000-00000) to the City Hall Access Project (account no. 7370-0930-51990-1404).

SECTION 2. Authorize the purchase of the City Hall access and security system as described in the Recitals, above, in this Resolution.

SECTION 3. The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED this 1st day of March 2016.

John C. King, Mayor

ATTEST:

Sharon F. Clark, Chief Deputy City Clerk

APPROVED AS TO FORM:

Candice K. Lee, City Attorney



CITY OF COVINA

AGENDA REPORT

ITEM NO. CC 7

MEETING DATE: March 1, 2016

TITLE: Proposed Amendment to Agreement with Alameda Park Street Bicycles, Inc. dba BikeHub for Extra Work at Covina BikeHub

PRESENTED BY: Siobhan Foster, Director of Public Works

RECOMMENDATION: Authorize City Manager to execute the attached Amendment to Agreement with Alameda Park Street Bicycles, Inc. dba BikeHub for Extra Work at Covina BikeHub for installation of an electric strike system in the restroom/locker facility at the Covina Metrolink Station in an amount not-to-exceed \$2,995.

BACKGROUND:

On October 7, 2014, the City Council authorized the purchase of a pre-fabricated restroom/locker unit from BIG Industries, Inc. for the Covina Metrolink Station. This restroom/locker facility was installed in 2015 as part of Project T-814B – Pedestrian and Metrolink Station Improvements Project to support the secure bicycle parking facility at the station.

On September 15, 2015, the City Council authorized the City Manager to enter into a Professional Services Agreement (PSA) with Alameda Park Street Bicycles, Inc. dba BikeHub for management services of the secure bicycle parking facility including the newly constructed restroom/locker facility at the Covina Metrolink Station. The three-year agreement for the period of September 15, 2015 to September 14, 2018 is for an amount not-to-exceed \$95,600 with first year cost of \$53,600 and subsequent year costs of \$21,000. The contract provides for retrofitting the existing bicycle parking facility and the restroom/locker facility purchased from BIG Industries, Inc. with a new digital access-control and back-end database program, developing a customized website and user interface for the City of Covina, providing customer support to the public, and operating/marketing the new bicycle parking facility. Required start-up costs of \$32,600 are incorporated in the first year cost for the installation of the access-control equipment and design of the website and user interface. Once implementation is complete, the fully functional bicycle parking facility along with the restroom/locker facility will be rebranded as Covina BikeHub.

DISCUSSION:

As a requirement from City staff, the bicycle parking facility and the restroom/locker unit purchased from BIG Industries, Inc. was to be designed in a manner that was accessible only by bicycle commuters with a secure fob or digital access to protect the users of the facility, the tools, and bicycle storage lockers that will be within the secure unit. This would require an electric strike mechanism installed for the doors of both facilities. An electric strike already exists in the bicycle parking facility, but an electric strike mechanism was not included in the original scope of services for the restroom/locker unit and will need to be installed separately.

In the September 15, 2015 PSA with BikeHub, the Scope of Services does not include the installation of an electric strike mechanism for the restroom/locker unit, but only integration of the access-control technology which is based upon the condition that an electric strike mechanism already exists. Since the pre-fabricated unit is not currently equipped with a door locking mechanism that would support digital access, an electric strike mechanism will need to be installed for the door.

To prevent significant delays with the implementation of Covina BikeHub, BikeHub proposes to perform extra work by installing a fully-functional electric strike mechanism for the bathroom unit door at the cost of \$2,995.

Upon authorization of this amendment, BikeHub will install a fully-functional electric strike mechanism for the bathroom unit door and the new not-to-exceed agreement amount will increase from \$95,600 to \$98,595. The anticipated time for the completion of the installation is one week from the contract amendment execution date and a tentative date for operation is set for March 15, 2016.

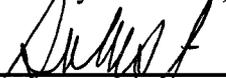
FISCAL IMPACT:

The fiscal impact associated with the Amendment to Agreement with BikeHub for Extra Work at Covina BikeHub is an increase of \$2,995 to the September 15, 2015 PSA with BikeHub for a not-to-exceed amount of \$98,595 over the three year term of the contract. The additional cost will be funded through the Transportation Development Act (TDA) from the Los Angeles County Metropolitan Transportation Authority (Metro) on a reimbursement basis. The City will receive an additional \$2,995 in TDA funding upon City Council approval of this amendment. A claim form will be submitted to Metro in May 2016 to receive a total of \$56,595 in TDA funds to include the first year cost of \$53,600 from the September 15, 2015 PSA with BikeHub into the Department of Public Works budget (account no. 2407-0000-42122). Upon disbursement of funds from Metro, the funds will be appropriated to the Department of Public Works budget (account no. 2407-0000-52422) to provide sufficient funding of the proposed amendment.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

The project has been reviewed for compliance with the California Environmental Quality Act (CEQA) and is exempt per Section 15061 (b) (3). The project is covered by the General Rule that CEQA applies to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

Respectfully submitted,



Siobhan Foster
Director of Public Works

ATTACHMENTS:

Attachment A: Purchase Agreement with BIG Industries for Covina Metrolink Storage / Restroom, Approved by City Council on October 7, 2014

Attachment B: Professional Services Agreement with BikeHub, Approved by City Council on September 15, 2015

Attachment C: First Amendment to Agreement with BikeHub



BIG Enterprises, Inc.
 8702 East Rush St., So El Monte, CA 91733-1731
 626/448-1448 FAX 626/448-8588
 web: www.bigbooth.com

MANUFACTURERS OF ALL-WEATHER, ENCLOSED
 MODULAR STRUCTURES FOR SECURITY GUARD
 STATIONS, TOLL BOOTHS, PARKING ATTENDANTS
 AND A MULTITUDE OF EXTERIOR AND INTERIOR USES.

Member of N.P.A. - A.S.J.S. - C.S.I. - P.A.C.

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DATE: August 4, 2014

PROPOSAL NO.: 208037

City of Covina
 Public Works Department
 125 E. College Street
 Covina, CA. 91723

PHONE NO.: 626-384-5520

JOB NAME: Covina Metrolink Storage \ Restroom

ATTN: Anne Perkins-Yin (APerkins-Yin@covinaca.gov)

Thank you for the opportunity to work with you on this project. For our last set of drawings dated Rev B 4-29-13, which we assume you obtained a permit from, and upon our receipt of a purchase order. We will manufacture One Model DS12411OAB-RR, as shown on the drawing dated 4-29-13. Unit to have base dimensions of 12'4" x 14' plus the thin brick, and will have the following features.

FRAME: To be 3" x 3" x .083 structural mechanical steel tubing, formed for accuracy.

WALL SYSTEM: To be minimum of 16ga. cold rolled galvanized steel panels on the interior and exterior, insulated to R-17 and MIG welded between frame and mullions for self aligning unitized system. Wall area below the window sill height will have Thin Brick factory installed. Brick to be Medium Iron Spot # 77 smooth and the booth will have a galvanized sill cap with mitered corners.

ROOF: To be all steel construction designed for exterior use, insulated to R-19. Roof to be a custom standing seam hip style constructed of internal steel framing with 3/4" exterior grade plywood siding that is covered with roofing paper and finished with 24ga. galvanized steel standing seam decking with baked on finish. Roof is to have custom crown moulding soffit that is roughly 6 1/2" tall x 4 3/4" deep. Booth to have removable lifting eyes for off-loading and setting by crane.

FLOOR: Unit to have 11ga. steel plate floor covered with black 1/8" x 19" square raised rubber tiles and 4" high base cove. Floor to be mounted on a 2" steel tube frame and joists with bituminous coating, designed to mount directly to a concrete pad. Floor frame will have steel brackets for anchoring to the concrete, each with a pre-drilled hole for expansion type anchor bolts.

DOORS: Unit to have one commercial steel framed swing out door with fixed window, stainless steel NRP hinges, Corbin Russwin stainless steel lock and a hydraulic closer.

WINDOWS: Unit to have steel window frame system with flush mounted welded corners. Unit to two commercial steel framed horizontal slide windows with commercial hardware and insect screen. All other glazed areas have fixed windows, all windows to be glazed with 1/4" bronze tinted tempered glass.

LIGHTING: Unit to have 1' x 4' interior fluorescent lights recessed in a 16ga. galvanized steel ceiling painted to match the booth, and controlled by a single pole wall switch.

OUTLETS: To be six duplex outlets spread out on the inside of the unit.

LOAD CENTER: To be one 3 wire single phase, 12 pole, 125 amp, 120/240 volt panel, flush mounted in SK-60 steel cabinet on the restroom partition wall.

24619



BIG Enterprises, Inc.
 9702 East Footh St., So El Monte, CA 91763-1731
 828/448-1448 FAX 828/448-3588
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AIR CONDITIONER: Unit to have a through the wall mounted Heat Pump with 14,600 BTU cooling and 13,600 BTU heating at 230 volts. A/C to have Architectural louver grill.

RESTROOM: Unit to have a restroom in the back of the booth with all steel partition walls with locking slide door, plumbing wall with interior removeable access panels, recessed florescent light and exhaust fan with wall switch. Items provided with the booth but shipped loose for on site installation by others include. Water Closet, Lavatory with faucet, mirror, T.P. Roll holder, paper towel dispenser, in line water heater, grab bars and coat hook. Restroom area will have floor cut-out and hard points for installation of the fixtures and accessories, as well as plumbing lines, all on site by others.

FINISH: Unit to be Primed with Heavy Duty Rust Inhibitive High Solid Primer Finished with a gloss Impact, Fade Resistant High Gloss Polyurethane 5 Mil Impact, Fade Graffiti and Chemical resistant top coat, that exceeds 3500 HR Salt Test. Booth inside and out will be painted Cardtex Suntan, with another color for the standing seam roof deck material to be specified by customer.

UNIT COST: \$ 44,200.00
 SALES TAX: \$ 3,978.00
 FREIGHT: \$ 1,200.00 Including Permits & Pilot Car
 ESTIMATED DELIVERY: 12-14 WEEKS FROM ORDER

TERMS: 25% progress payment is due with the return of approved submittal drawings with the 75% 30 days from delivery date. Invoice date to be date unit is ready or original requested date, whichever is later. Finance charge of 1.5% per month on all past due amounts shall apply 30 days after delivery date.

B.I.G. ENTERPRISES, INC. PROPOSED BY: _____

IMPORTANT NOTICES:
 All Products are F.O.B. Origin,
 Freight Prepaid.

ACCEPTANCE: The specifications conditions, and payment terms are agreed to:

Authorized work is covered by Mechanic's Lien Law. Terms and conditions on the reverse are part of this Contract.

by _____

by _____

Products Manufactured to your requested Delivery Date and Stored for you, will carry a \$150.00 per week Storage Charge from the billing date.

**MODEL DS124114OAB-RR
DELUXE STORAGE & RESTROOM BOOTH**

MANUFACTURED FOR :
CITY OF COVINA
COVINA METROLINK STORAGE & RESTROOM BOOTH

BY: B.I.G. ENTERPRISES
9702 E. RUSH ST
SOUTH EL MONTE CA 91733

DESIGN CODE: 2010 CBC, 2009 IBC, ASCE 7-05, and 2008 LABC

DRAWING TITLE	SHEET NUMBER
COVER PAGE	1
LEFT ELEVATION	2
FRONT ELEVATION	3
RIGHT ELEVATION	4
REAR ELEVATION	5
FLOOR PLAN	6
STUB UP AREAS	7
RESTROOM ELEVATIONS	8
TYP PLUMBING INSTALLATION	9
ROOF SECTION & DETAILS	10
GENERAL NOTES	11

SUBMITTAL DRAWINGS FOR APPROVAL

APPROVED AS IS

APPROVED AS NOTED

REVISE AND RESUBMIT

APPROVED DRAWINGS MUST BE RETURNED BEFORE PRODUCTION CAN BEGIN

GENERAL INFO BUILDING CLASSIFICATION

12'-4" x 14' x 11' TALL
SINGLE STORY
OCCUPANCY: 2
172.6 SQ FT
1 UNIT

Occupancy Category II
Occupancy Use Group: U
Construction Type: V-B

GRAVITY DESIGN DATA

Roof Live Load = 25 PSF
Roof Dead Load = 5 PSF
Floor Live Load = 60 PSF

WIND DESIGN DATA
(SIMPLIFIED METHOD)

Basic Wind Speed (3 sec gust) 90 mph
Wind Exposure C factor 1.21
Design Wind Pressure components & cladding
Uplift 29.52 psf, Horizontal 23.59 psf

SEISMIC DESIGN DATA

Mapped Spectral Response $S_s=2.0$, $S_1=.75$
Spectral Response coefficients $S_{DS}=1.33$, $S_{D1}=0.75$
Seismic Design Category: D
Basic Seismic force Resisting System C.4
Design Base Shear $0.38 \times$ Seismic Weight of Structure
Response modification factor $R=3.5$
Analysis procedure used: Allowable Stress Design

FOUNDATION:

The foundation work is all field designed and installed by others. The foundation work is to be in accordance with local codes and soil conditions.

B.I.G. ENTERPRISES
2000 ALABAMA AVENUE, SUITE 100
SOUTH EL MONTE, CALIFORNIA 91733
TEL: (626) 448-1448
FAX: (626) 448-1449
WWW.BIGENTERPRISES.COM



03-MAY-2013

B.I.G.
B.I.G. ENTERPRISES, INC.
9702 E. RUSH STREET
SOUTH EL MONTE, CA 91733-1730
(626) 448-1448

CITY OF COVINA
COVINA METROLINK STORAGE &
RESTROOM BOOTH

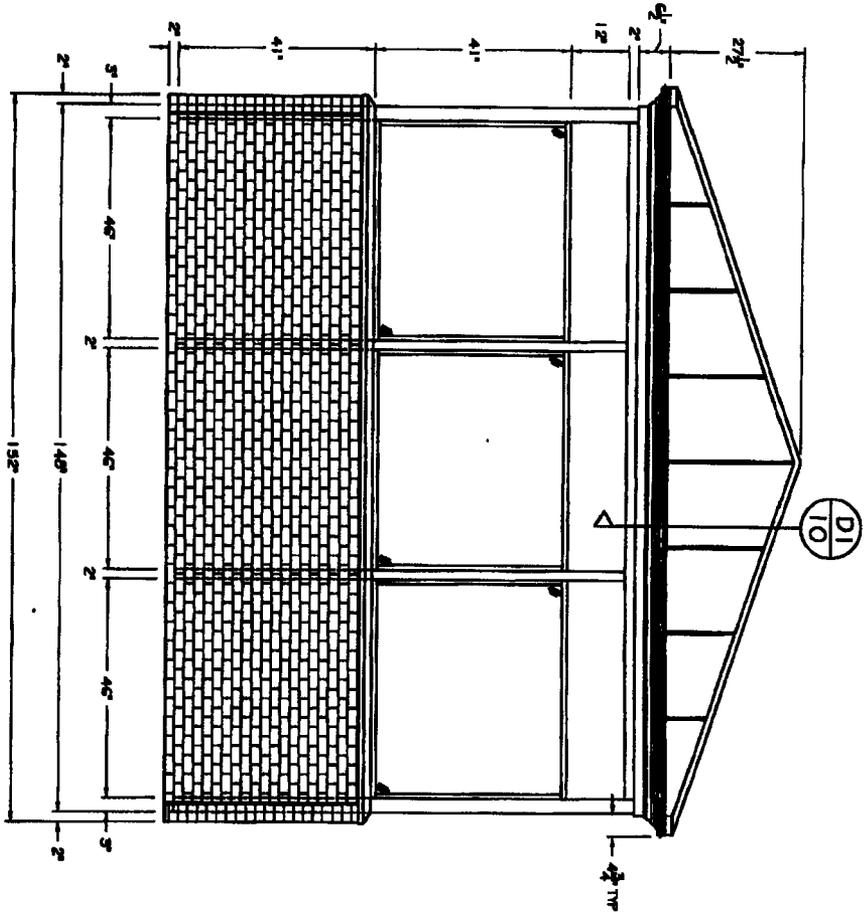
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BY:JRMLG Rev B: 4-29-13
DATE: 10-16-12
SCALE: AS NOTED

SHEET
1
OF
11

Exhibit C

S.I.G. ENTERPRISES, INC.
 8702 E. RUSH STREET
 SOUTH EL MONTE, CA 91733-1730
 (925) 448-1446

E1 LEFT ELEVATION
 SCALE $\frac{1}{2}'' = 1'-0''$



03-MAY-2013



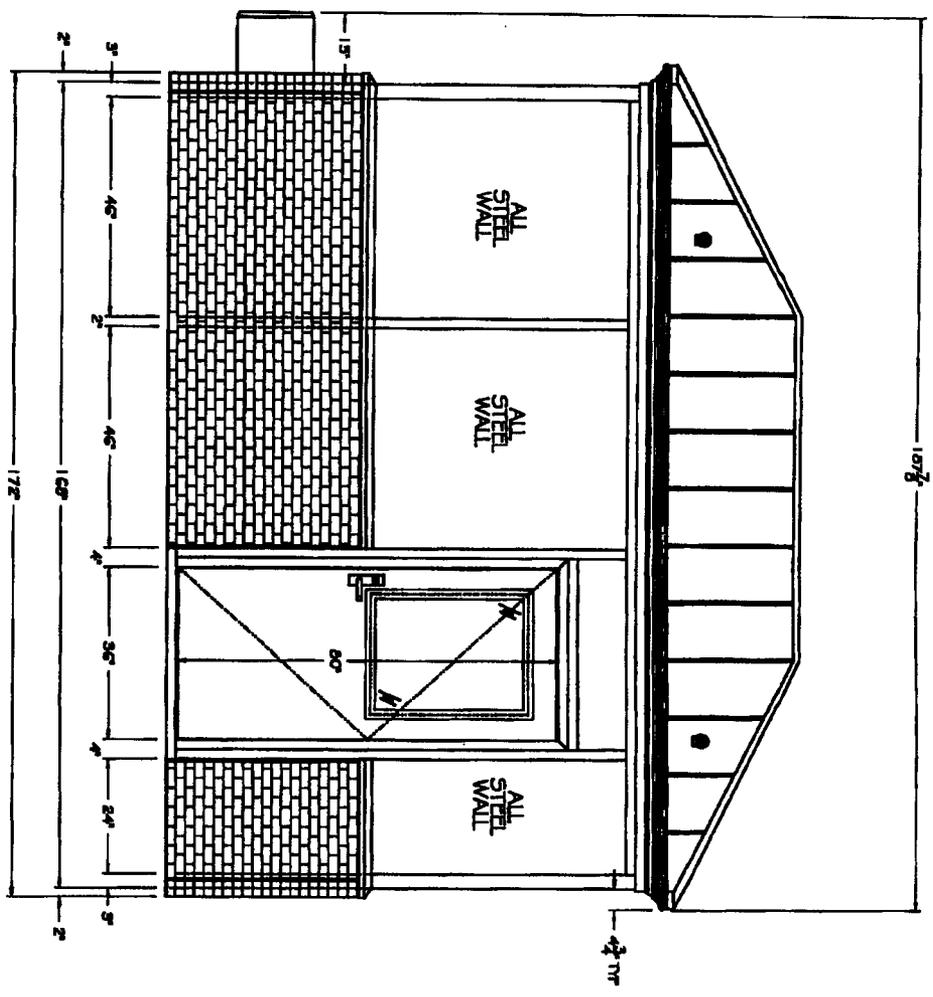
S.I.G. S.I.G. ENTERPRISES, INC.
 8702 E. RUSH STREET
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CITY OF COVINA
 COVINA METROLINK STORAGE &
 RESTROOM BOOTH

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 SCALE: AS NOTED

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B.I.G. ENTERPRISES, INC.
 REGISTERED ARCHITECTS AND ENGINEERS
 8702 E. RUSH STREET
 SOUTH EL MONTE, CA 91733-1730
 (826) 448-1448



E2 FRONT ELEVATION
 SCALE 1/4" = 1' - 0"

03-MAY-2013



BIG. B.I.G. ENTERPRISES, INC.
 8702 E. RUSH STREET
 SOUTH EL MONTE, CA 91733-1730
 (826) 448-1448

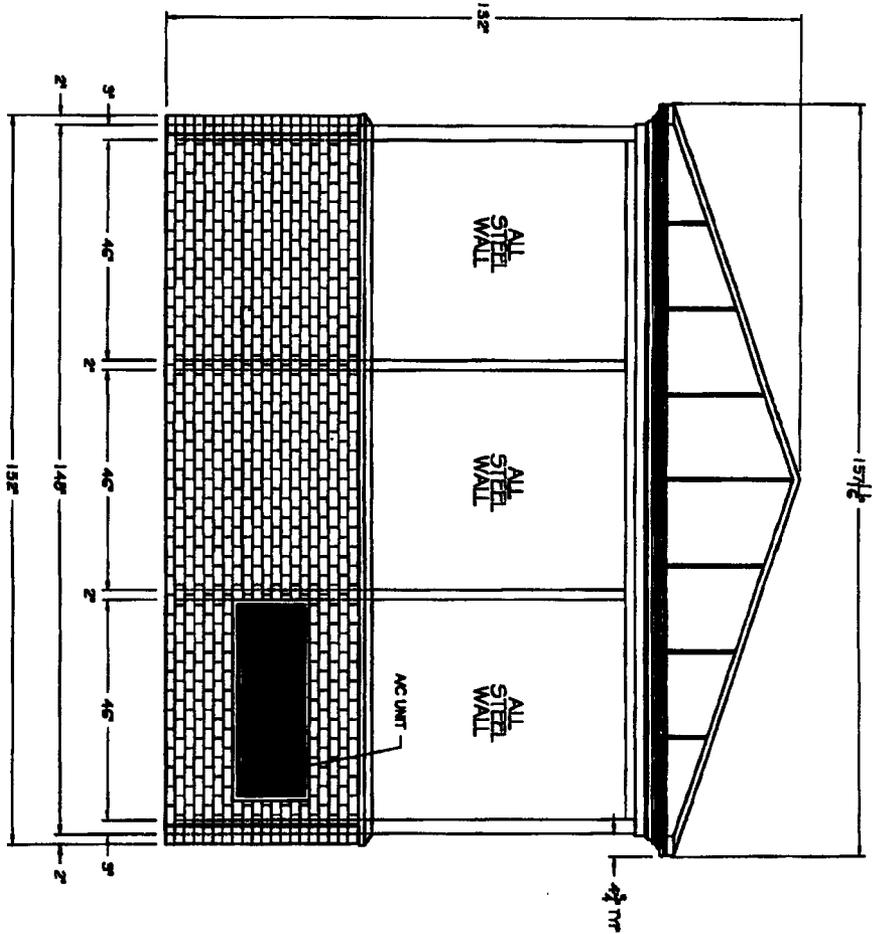
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 COVINA METROLINK STORAGE &
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B.I.G. ENTERPRISES, INC.
 8702 E. RUSH STREET
 SOUTH EL MONTE, CA 91733-1730
 (626) 448-1448

E3 RIGHT ELEVATION
 SCALE 1/2" = 1'-0"



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 (626) 448-1448

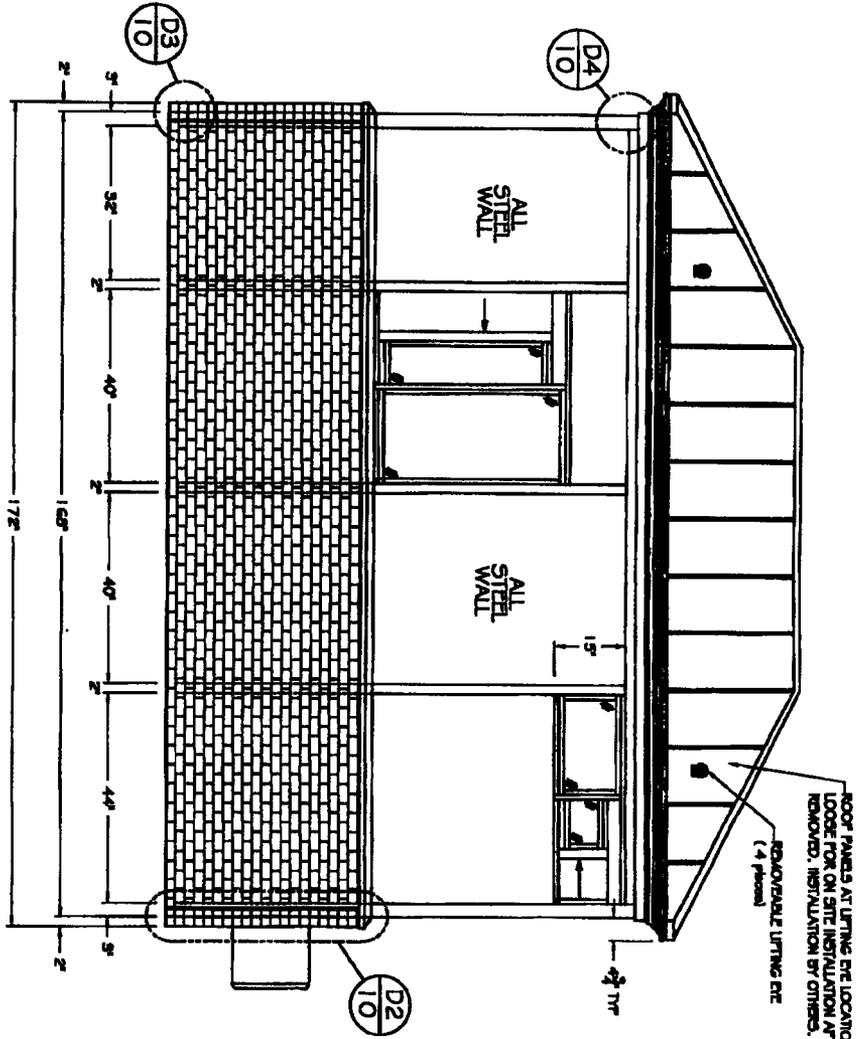
CITY OF COVINA
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B.J.G. ENTERPRISES, INC.
 REGISTERED ARCHITECTS AND ENGINEERS
 9702 E. RUSH STREET
 SOUTH EL MONTE, CA 91733-1730
 (626) 446-1446

E4 REAR ELEVATION
 SCALE 1/2" = 1'-0"



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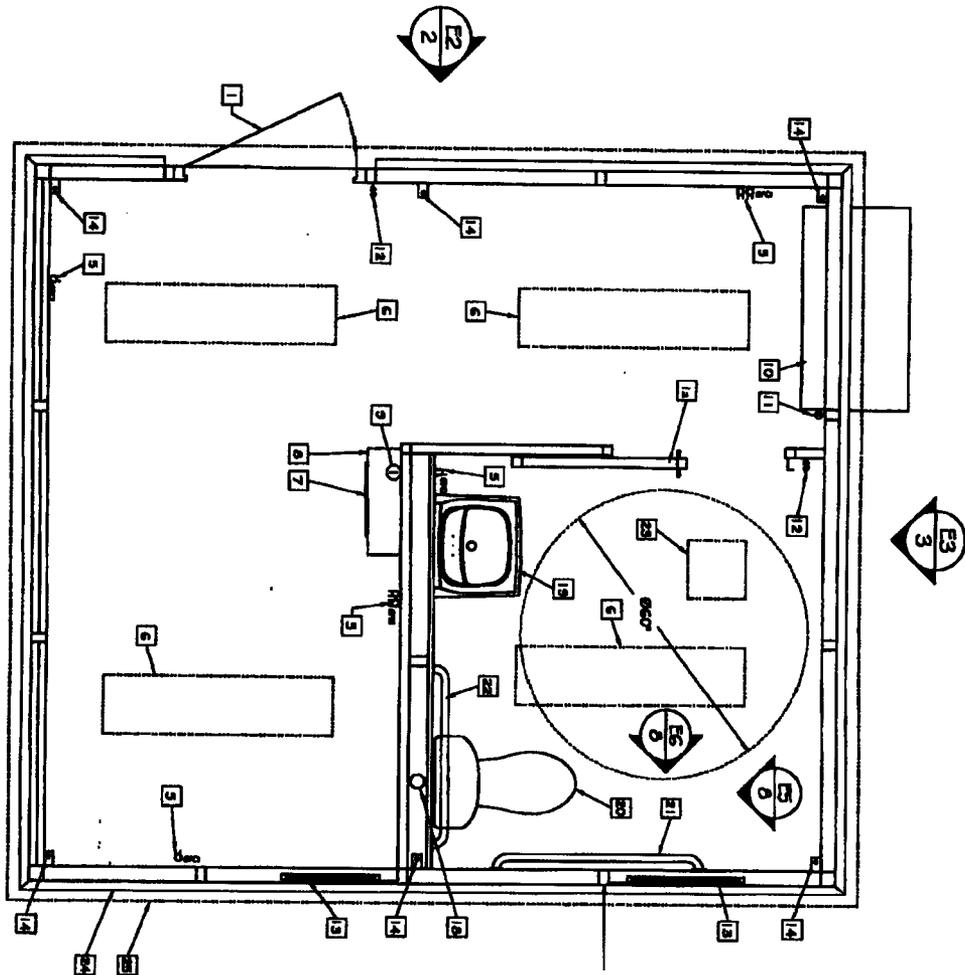
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B.L.G. ENTERPRISES, INC.
 REGISTERED PROFESSIONAL ENGINEER
 LICENSE NO. 44814
 17702 E. RUSH STREET
 SOUTH EL MONTE, CA 91733-1730
 (626) 448-1448

- LEGEND:**
- 1 36" x 60" SLIDING DOOR - GENERAL NOTE #5
 - 2 36" x 60" SLIDING DOOR - GENERAL NOTE #5A
 - 3 door removed
 - 4 JUNCTION BOX - GENERAL NOTE #5A
 - 5 door removed
 - 6 RECEPTACLES - GENERAL NOTE #6
 - 7 FLOOR/CANT. FIXTURES - GENERAL NOTE #6
 - 8 LOND CENTER - GENERAL NOTE #7
 - 9 54-60 CABINET - GENERAL NOTE #7
 - 10 THERMOSTAT - GENERAL NOTE #10A
 - 11 AIR CONDITIONER - GENERAL NOTE #10
 - 12 AC RECEPTACLE
 - 13 INTERIOR LIGHT SWITCH
 - 14 SLIDING WINDOW - GENERAL NOTE #6
 - 15 ANCHOR CLIP 16 PLACES - GENERAL NOTE #15
 - 16 door removed
 - 17 door removed
 - 18 door removed
 - 19 3" VENT PIPE - GENERAL NOTE #12
 - 20 LAVATORY - GENERAL NOTE #12
 - 21 TOILET - GENERAL NOTE #12
 - 22 48" GRAB BAR - GENERAL NOTE #12
 - 23 36" GRAB BAR - GENERAL NOTE #12
 - 24 EXHAUST FAN - GENERAL NOTE #12
 - 25 BRICK SILL CAP - GENERAL NOTE #25
 - 26 OVERSHEIM - GENERAL NOTE #6



FLOOR PLAN
 SCALE 1/2" = 1'-0"

NOTE:
 ALL RESTROOM EQUIPMENT TO BE SHIPPED LOOSE FOR INSTALLATION ON SITE BY OTHER. B.L.G. TO PROVIDE BRACING HEAD POINTS FOR SINK AND ANY REQUESTED GRAB BARS. ANY OTHER BRACING POINTS OR CIRCUITS REQUIRED MUST BE SPECIFIED PRIOR TO B.L.G. PRODUCTION RELEASE.

COLUMN VERTICAL LOAD = 5550lbs
 PER PG 6 OF CALCULATIONS



03-MAY-2013

B.L.G.
 B.L.G. ENTERPRISES, INC.
 17702 E. RUSH STREET
 SOUTH EL MONTE, CA 91733-1730
 (626) 448-1448

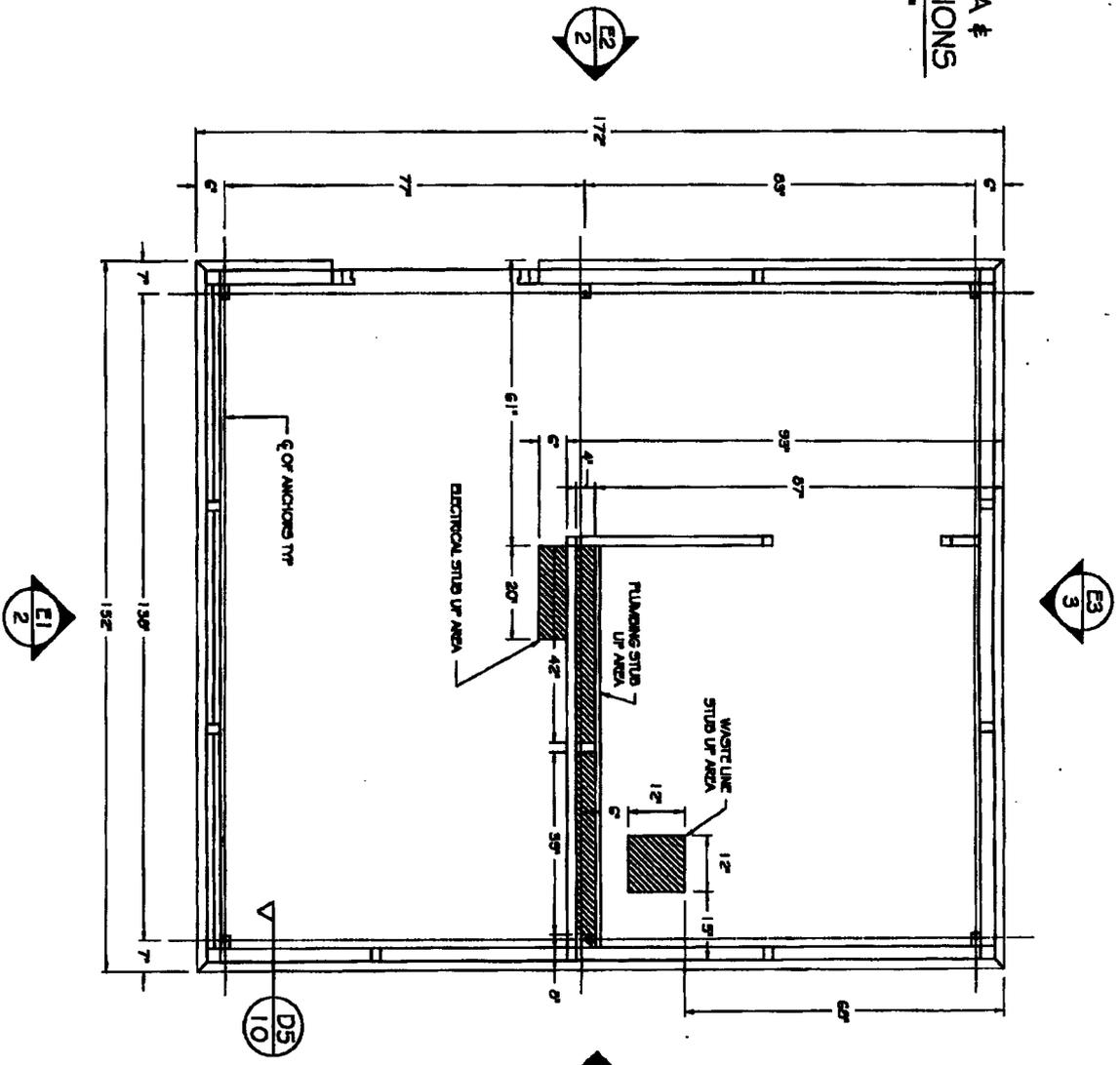
CITY OF COVINA
 COVINA METROLINK STORAGE &
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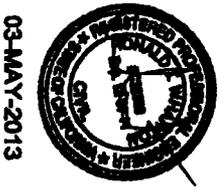
SHEET
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 11

**STUB UP AREA &
ANCHOR LOCATIONS**
SCALE 1/2" = 1'-0"

B.L.G. ENTERPRISES
 CONSULTING ENGINEERS
 9702 E. RUSH STREET
 SOUTH EL MONTE, CA 91733-1730
 (626) 448-1448
 REGISTERED PROFESSIONAL ENGINEER
 CIVIL ENGINEERING
 STATE OF CALIFORNIA
 LICENSE NO. 44817

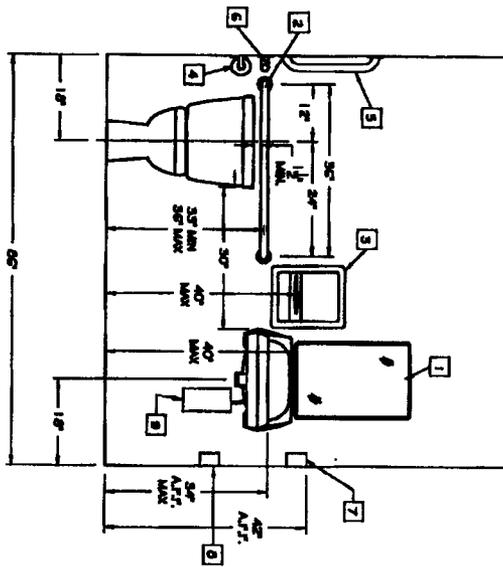


INDICATES OPENING THROUGH FLOOR

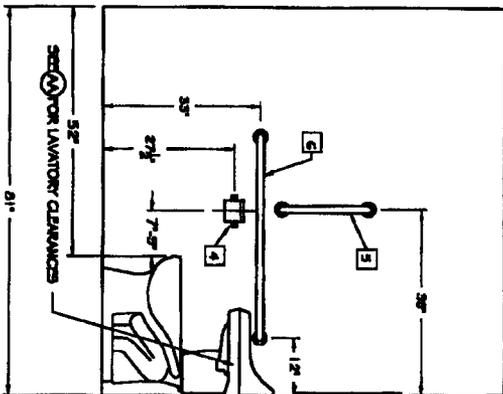


<p>B.L.G. B.L.G. ENTERPRISES, INC. 9702 E. RUSH STREET SOUTH EL MONTE, CA 91733-1730 (626) 448-1448</p>	<p>CITY OF COVINA COVINA METROLINK STORAGE & RESTROOM BOOTH</p>	<p>DS124114OAB-RR R-22208 BY:JRM/LG Rev B: 4-28-13 DATE: 10-16-12 SCALE: AS NOTED</p>	<p>SHEET 7 OF 11</p>
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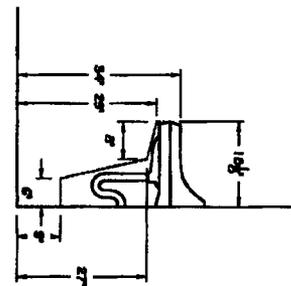
B.J.G. ENTERPRISES,
 8702 E. RUSH STREET
 SOUTH EL MONTE, CA 91733-1730
 (828) 448-1448



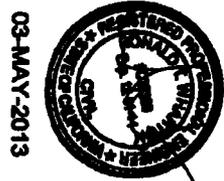
- 1 1' x 2' MIRROR
- 2 3/4" GRAB BAR
- 3 PAPER TOWEL DISPENSER
- 4 TOILET PAPER HOLDER
- 5 1/2" GRAB BAR
- 6 4" GRAB BAR
- 7 GFCI RECEPTACLE
- 8 WATER HEATER JUNCTION BOX
- 9 WATER HEATER



- 1 GFCI RECEPTACLE
- 2 WATER HEATER JUNCTION BOX
- 3 WATER HEATER



NOTE:
 ALL RESTROOM EQUIPMENT TO BE SHIPPED LOOSE FOR INSTALLATION ON SITE BY OTHERS. B.J.G. TO PROVIDE BRACING HARD POINTS FOR SINK AND ANY RELATED GRAB BARS. ANY OTHER BRACING POINTS OR OUTLETS REQUIRED MUST BE SPECIFIED PRIOR TO B.J.G. PRODUCTION RELEASE.



03-MAY-2013

B.J.G.
 B.J.G. ENTERPRISES, INC.
 8702 E. RUSH STREET
 SOUTH EL MONTE, CA 91733-1730
 (828) 448-1448

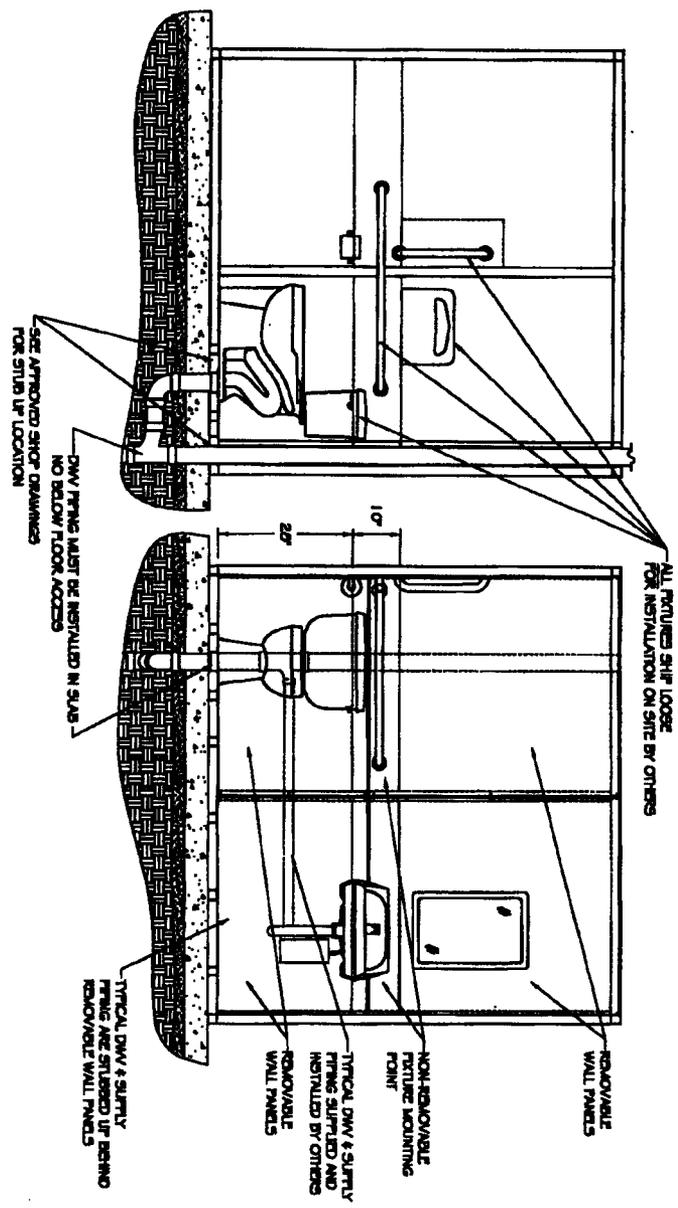
CITY OF COVINA
 COVINA METROLINK STORAGE &
 RESTROOM BOOTH

DS124114OAB-RR R-22208
 BY:JRM/LG Rev B: 4-29-13
 DATE: 10-16-12
 SCALE: AS NOTED

SHEET
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 OF
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A.L.G. ENTERPRISES, INC.
 9702 E. RUSH STREET
 SOUTH EL MONTE, CA 91733-1730
 (626) 448-1440

NOTE
 THIS DRAWING IS MEANT TO SHOW THE TYPE OF
 PLUMBING WORK REQUIRED TO CONNECT THE GUARD HOUSE
 ACTUAL PLANS, PERMITS AND INSTALLATION ARE BY
 OTHERS.



TYPICAL PLUMBING INSTALLATION
 SCALE 1/2" = 1' - 0"



BIG. A.L.G. ENTERPRISES, INC.
 9702 E. RUSH STREET
 SOUTH EL MONTE, CA 91733-1730
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CITY OF COVINA
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**CITY OF COVINA
PROFESSIONAL SERVICES AGREEMENT**

1. PARTIES AND DATE.

This Agreement is made and entered into this FIFTEENTH day of SEPTEMBER, 2015 by and between the City of Covina, a municipal corporation organized under the laws of the State of California with its principal place of business at 125 East College Street, Covina, California 91723 (“City”) and ALAMEDA PARK STREET BICYCLES INC. dba BIKEHUB, a CORPORATION with its principal place of business at 1522 PARK STREET, ALAMEDA, CA 94501 (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing BIKE HUB MANAGEMENT SERVICES to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project

City desires to engage Consultant to render such services for the BIKE HUB MANAGEMENT project (“Project”) as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional BIKE HUB MANAGEMENT SERVICES consulting services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules, and regulations.

3.1.2 Term. The term of this Agreement shall be from SEPTEMBER 15, 2015 to SEPTEMBER 14, 2018, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: GENE OH.

3.2.5 City's Representative. The City hereby designates ANDREA MILLER, CITY MANAGER, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.6 Consultant's Representative. Consultant hereby designates GENE OH, PRESIDENT, or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Period of Performance and Liquidated Damages. Consultant shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Consultant shall also perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be separately agreed upon in writing by the City and Consultant ("Performance Milestones"). Consultant agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such Project Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage. Laws and Regulations; Employee/Labor Certifications. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, and

agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.9.1 Employment Eligibility; Consultant. By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Consultant. Consultant also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. Consultant shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Consultant shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Consultant's compliance with the requirements provided for in Section 3.2.10 or any of its sub-sections.

3.2.9.2 Employment Eligibility; Subcontractors, Consultants, Sub-subcontractors and Subconsultants. To the same extent and under the same conditions as Consultant, Consultant shall require all of its subcontractors, consultants, sub-subcontractors and subconsultants performing any work relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.10.1.

3.2.9.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Consultant verifies that they are a duly authorized officer of Consultant, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Consultant or its subcontractors, consultants, sub-subcontractors or subconsultants to meet any of the requirements provided for in Sections 3.2.10.1 or 3.2.10.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Consultant under Section 3.2.10.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.2.9.4 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.2.9.5 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee

or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.9.6 Air Quality. To the extent applicable, Consultant must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Although the SCAQMD and CARB limits and requirements are more broad, Consultant shall specifically be aware of their application to "portable equipment", which definition is considered by SCAQMD and CARB to include any item of equipment with a fuel-powered engine. Consultant shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Consultant, its subconsultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this Section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this Section.

3.2.10.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subconsultants. Consultant shall also require all of its subconsultants to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

A. Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. The policy shall not contain any exclusion contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for (1) contractual liability (including but not limited to ISO CG 24 26 or 21 29); or (2) cross liability for claims or suits by one insured against another.

B. Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: \$1,000,000 per occurrence for bodily injury, personal

injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease. Defense costs shall be paid in addition to the limits.

C. Notices; Cancellation or Reduction of Coverage. At least fifteen (15) days prior to the expiration of any such policy, evidence showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or materially reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be promptly reimbursed by Consultant or the City may withhold amounts sufficient to pay premium from Consultant payments. In the alternative, the City may suspend or terminate this Agreement.

3.2.10.3 Professional Liability. Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

A. General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) using ISO CG forms 20 10 and 20 37, or endorsements providing the exact same coverage, the City of Claremont, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Services or ongoing and completed operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work; and (2) using ISO form 20 01, or endorsements providing the exact same coverage, the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any excess insurance shall contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the City, before the City's own primary insurance or self-insurance shall be called upon to protect it as a named insured. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 3.2.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.2.11.4(A).

B. Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) the City, its directors, officials, officers,

employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 3.2.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.2.11.4(B).

C. Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

D. All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days (10 days for nonpayment of premium) prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents, and volunteers. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officials, officers, employees, agents and volunteers, or any other additional insureds.

3.2.10.4 Separation of Insureds; No Special Limitations; Waiver of Subrogation. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents, and volunteers. All policies shall waive any right of subrogation of the insurer against the City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

3.2.10.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Consultant shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its directors, officials, officers, employees, agents, and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

3.2.10.6 Subconsultant Insurance Requirements. Consultant shall not allow any subconsultants to commence work on any subcontract relating to the work under the Agreement until they have provided evidence satisfactory to the City that they have secured all insurance required under this Section. If requested by Consultant, the City may approve different scopes or minimum limits of insurance for particular subconsultants. The Consultant and the City shall be named as additional insureds on all subconsultants' policies of Commercial General Liability using ISO form 20 38, or coverage at least as broad.

3.2.10.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the City.

3.2.10.8 Verification of Coverage. Consultant shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.10.9 Reporting of Claims. Consultant shall report to the City, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

3.2.11 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.12 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.2.13 Storm Water Management.

3.2.13.1 Generally. Storm, surface, nuisance, or other waters may be encountered at various times during the Services. Consultant hereby acknowledges that it has investigated the risk arising from such waters, and assumes any and all risks and liabilities arising therefrom.

3.2.13.2 Compliance with Water Quality Laws, Ordinances and Regulations. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251 *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant shall additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges.

3.2.13.3 Standard of Care. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the work assigned to them without impacting water quality in violation of the laws, regulations and policies described in Sections 3.2.14 of this Agreement. Consultant further warrants that it, its employees and subcontractors have or will receive adequate training, as determined by the City, regarding these requirements as they may relate to the Services, and will provide the City with documentation of training acceptable to the City on request.

3.2.13.4 Liability for Non-compliance.

(A) Indemnity: Failure to comply with laws, regulations, and ordinances listed in Section 3.2.14 of this Agreement is a violation of federal and state law. Notwithstanding any other indemnity contained in this Agreement, Consultant agrees to indemnify and hold harmless the City, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which the City, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the laws, regulations, and ordinances listed above, arising out of or in connection with the Services, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(B) Defense: City reserves the right to defend any enforcement action or civil action brought against the City for Consultant's failure to comply with any applicable water quality law, regulation, or policy. Consultant hereby agrees to be bound by, and to reimburse the City for the costs associated with, any settlement reached between the City and the relevant enforcement entity.

(C) Damages: City may seek damages from Consultant for delay in completing the Services caused by Consultant's failure to comply with the laws,

regulations and policies described in Section 3.2.14 of this Agreement, or any other relevant water quality law, regulation, or policy.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed NINETY-FIVE THOUSAND, SIX HUNDRED DOLLARS (\$95,600) without written approval of City's CITY MANAGER. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3.5 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. IF the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and IF the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.3.6 Registration. Effective March 1, 2015, IF the Services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to

Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such Services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements.

3.4 Termination of Agreement.

3.4.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.4.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.4.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5 Ownership of Materials and Confidentiality.

3.5.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the property of City, and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the

undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

3.5.2 Subconsultants. Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by the City.

3.5.3 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

3.5.4 Indemnification. Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.5.5 Confidentiality. All Documents & Data, either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant. All Documents & Data shall not, without the prior written consent of City, be used or reproduced by Consultant for any purposes other than the performance of the Services. Consultant shall not disclose, cause or facilitate the disclosure of the Documents & Data to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant that is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or

the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.6 General Provisions.

3.6.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant:

BIKEHUB
1522 Park Street
Alameda, CA 94501
Attn: Gene Oh, President
Phone: (510)205-3006
Fax: (510)217-2251

City:

City of Covina
125 E. College St.
Covina, CA 91723
Attn: Siobhan Foster, Director of Public Works

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.6.2 Indemnification.

3.6.2.1 Scope of Indemnity. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

3.6.2.2 Additional Indemnity Obligations. Consultant shall defend, with Counsel of City's choosing and at Consultant's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 3.6.2.1 that may be brought

or instituted against City or its directors, officials, officers, employees, volunteers and agents. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Consultant shall also reimburse City for the cost of any settlement paid by City or its directors, officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Consultant shall reimburse City and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents, or volunteers.

3.6.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Los Angeles County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.

3.6.4 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.6.5 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.6.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.6.7 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecatees or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.6.8 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to

City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.6.9 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.6.10 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.6.11 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.6.7, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.6.12 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.6.13 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.6.14 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.6.15 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.6.16 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.6.17 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.6.18 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

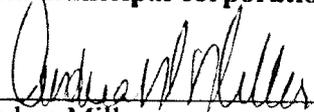
3.6.19 Federal Provisions.

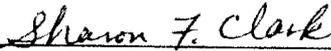
[SIGNATURES ON NEXT PAGE]

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF COVINA
AND BIKEHUB**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the FIFTEENTH day of SEPTEMBER, 2015.

**CITY OF COVINA, a
California municipal corporation**

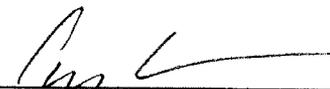
By: 
Andrea Miller
City Manager

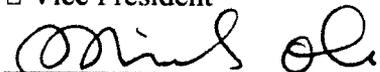
Attest: 
 ~~Evelyn Leach~~ Sharon F. Clark
 ~~Interim~~ Chief Deputy City Clerk

APPROVED AS TO FORM

By: 
Candice Lee
City Attorney

**BIKEHUB,
a California corporation**

By:  9/18/15
Name: Gene Oh
Title: Chairman President
 Vice President

By:  9/18/15
Name: Minah Oh, VP, Treasurer
Title: Secretary Asst. Secretary
 Chief Finance Officer Asst. Treasurer

[Two signatures required for corporations pursuant to California Corporations Code Section 313, unless corporate documents authorize only one person to sign this Agreement on behalf of the corporation.]

EXHIBIT “A” SCOPE OF SERVICES

BIKEHUB shall provide the City of Covina a comprehensive, turn-key operation to operate its bike facility program. The City of Covina wants to retro fit an existing bike parking facility located at the Metrolink station with a new access-control and back-end database program. The same access-control technology will also provide access to a nearby bathroom and changing facility. The ideal access-control system integrates with Metro's Bike Hub program.

The components of this transition includes the following:

- Access-control
- Membership registration and database management
- Payment processing
- Installation and integration with existing partners (BIG and Camguard)
- Ongoing customer service
- Reports and update meetings with Covina staff

Project Components

Access-Control and User-interface (UI)

BIKEHUB has partnered with Sand Vault to provide a proven hardware/software solution in the industry. Sand Vault has been instrumental in launching bike-share systems in the United States, working with industry leaders B-Cycle, Cycle Hop, and Deco Bike. BIKEHUB's access-control hardware shall integrates completely with Sand Vault's software package, providing a single-source for the entire process.

BIKEHUB's access-control hardware shall integrate completely with the software package, providing a single-source for the entire process. The hardware kiosk is composed of the following components:

- 7 inch diagonal touchscreen
- Card reader can read state-issued ID cards, mag stripe cards, and chip cards
- HD camera can feed live action video and take high resolution photos
- Two-way audio feed can provide live customer service

BIKEHUB shall provide instruction and access control features in multiple languages to include English, Spanish, Korean and Chinese.

BIKEHUB's registration process provides the highest level of security in the industry. Each registered user will submit their home address, driver's license (or passport), a facial picture, and bicycle picture.

The driver's license will act as a primary source of access-control – this provides the highest level of security vetting while also freeing users of yet another membership card or fob. Those without a driver's license or identification card may elect to use a credit card, or unique password entry.

Each door entry will trigger a high-quality photo snapshot of each user. Entry and exit will be individually recorded and time-stamped. And a security siren and alerts will be pushed to BIKEHUB when doors are left open beyond 10 seconds.

Structure & Structure Package

BIKEHUB's access-control system shall be a turn-key product that can work with any type of structure, and a multitude of structure vendors. In this instance, BIKEHUB will take over the existing Bikestation unit and convert it into our BIKEHUB system. This will be fully compatible with LA Metro, which will use the same access-control and backend database. This way, members will have to sign up only once and have access to all Metro Bike Hubs.

BIKEHUB recommends and have budgeted for the following modifications:

- Installation of access-control system
- Installation of router (Covina to provide power and data)
- New blade sign utilizing modified logo
- Green accent paint on window trim, door trim, and parapet

User-interface

BIKEHUB will provide the following digital User-interface (UI) screens customized for Covina (they will closely mirror Metro's design concept to provide a consistent experience for patrons):

- Webpage on BIKEHUB.com/covina
- Registration and payment screen
- Access-control screen

Customer Support

BIKEHUB will provide total Customer Support to both its direct customer (City of Covina) and the general public (registered members and the greater Covina citizens). BIKEHUB shall provide a true turnkey operation, handling all aspects of bicycle transit-related issues for the City.

Planning, installation, and deployment – BIKEHUB handles all aspects of this Project to successfully prep both the bicycle parking structure and bathroom for deployment of membership-based secure bicycle parking and bathroom usage. BIKEHUB is not responsible for the following:

- Permits and associated fees
- Architectural and engineering drawings
- Environmental and planning reviews and approvals
- Title-24 compliance
- Power and data lines into facilities

With BIKEHUB's Annual Customer Support plan, BIKEHUB will additionally handle the following:

- Registration / payment processing – Registration and payment processing for all patrons. Our unique registration process requires the most secure registration procedure in the industry. BIKEHUB require a unique state-issued ID card as a Standard Operating Procedure, although will accommodate those without a state-issued ID card as needed via remote viewing OR in-person verification. Payment

processing is routed to a PCI-compliant third-party payment processor, and no payment info is stored in our servers for ultimate security.

- Website development and management – BIKEHUB will design and maintain a custom website page to provide all relevant information for the City of Covina (please see bartbikestation.com and caltrainbikestation.com for comparable details). The registration page will reside within this webpage, and will be part of our master webpage, BIKEHUB.com.
- Database management and Customer service – BIKEHUB will maintain a database of both current and all users. BIKEHUB will provide Customer service to the public, which can be accessed via website, text, email, and toll-free phone number. Our customer service will provide the following services:
 - Answer all relevant questions
 - Resolve membership-related issues
 - Resolve website-related issues
 - Resolve interior power and router-related issues
 - Communicate with City of Covina and municipals all external power and internet- related issues
 - Resolve interior bike rack issues
 - Emergency response of access-control related malfunctions
 - Emergency response of door open malfunctions

BIKEHUB will not be responsible for any other issues, including but not limited to:

- Graffiti or any other damage and destruction of interior and exterior of facilities
 - Janitorial and waste disposal both interior and exterior
 - HVAC
 - Structural issues, including doors, windows, and electrical
 - Security monitoring
- Reports and Progress meetings – BIKEHUB will provide Monthly Usage and Membership Usage Reports and up to Monthly Progress meetings by phone and annual in-person meetings.

Requirements

The project requires the City to perform the following:

- Regular and routine janitorial and waste disposal
- Camera installation and IP-enabled remote viewing
- Power and data lines into locations
- Uninterrupted power and data connections
- Replacement of light bulbs and all associated bathroom supplies

Customer Support

BikeHub will provide two forms of annual support Licensing and Support, and Operations and Marketing to both its direct customer (City of Covina) and the general public (registered members and the greater Covina citizens). BIKEHUB will provide a true turnkey operation, handling all aspects of bicycle transit related issues.

Planning, installation, and deployment – BIKEHUB shall handle all aspects of this Project to successfully prep both the bicycle parking structure and bathroom for deployment of membership-based secure bicycle parking and bathroom usage.

BIKEHUB is not responsible for the following:

- Permits and associated fees;
- Architectural and engineering drawings;
- Environmental and planning reviews and approvals;
- Title 24 compliance; and
- Power and data lines into facilities.

Annual Licensing and Support

Registration / payment processing – Registration and payment processing for all patrons. BIKEHUBs unique registration process requires the most secure registration procedure in the industry. BIKEHUB requires a unique state issued ID card as a Standard Operating Procedure, although will accommodate those without a state issued ID card as needed via remote viewing or in person verification. Payment processing is routed to a PCI compliant third party payment processor, and no payment info is stored in our servers for ultimate security.

Website development and management – BIKEHUB will design and maintain a custom website page to provide all relevant information for the City of Covina. The registration page will reside within this webpage, and will be part of our master webpage, bikehub.com.

Database management and Customer service – BIKEHUB will maintain a database of both current and all users. BIKEHUB will provide customer service to the public, which can be accessed via website, text, email, and toll free phone number. Our customer service will provide the following services:

- Answer all relevant questions;
- Resolve membership related issues;
- Resolve website related issues;
- Resolve interior power and router related issues;
- Communicate with City of Covina and municipals all external power and internet related issues;
- Resolve interior bike rack issues;
- Emergency response of access control related malfunction; and
- Emergency response of door open malfunctions.

Reports and Progress meeting – BIKEHUB will provide monthly Usage and Membership Usage Reports and up to Monthly Progress meetings by phone and Annual in person meetings.

Annual Operations and Marketing Plan

BIKEHUB staff will perform weekly in person audits of each location, which includes the following:

- Perform physical location audits of bikes parked;
- Communicate with clients that are out of sync, and place clients on Hold, collect user fees, or deactivate clients as needed;
- Removal of debris and cite janitorial emergency needs as needed;
- In-person registration in English and Spanish as needed;
- Perform all marketing functions;
- Grand Opening preparations publicity and press conference coordination with City of Covina, grand opening event and party, grand opening clinic, hand flyers and outreach to local advocacy groups and bike shops;
- Quarterly bike commuter clinics (Flat Tire Clinic, Bicycle 101, Commuting 101); and
- Annual Bike to Work Day events include a staffed party with food and beverages, event giveaways, pictures and publicity.

EXHIBIT "B"
SCHEDULE OF SERVICES

Contractor shall perform services within reasonable time frames established by the City's Representative.

**EXHIBIT "C"
COMPENSATION**

Capital Costs by Type

Access Control	Parking	Bathroom
Full-control	\$14,400	\$3,200

Structure

Retrofit and Installation	\$4,000	\$2,000
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User Interface

Semi-customized UI for access-control		\$4,000
Customized webpage and payment screen		

Other Charges

One-time setup fee execution	\$4,000	\$1,000
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Initial Start-up Cost \$26,400 \$6,200

Customer Support (Annual Charges)

Liability Insurance	\$800	
3-year Licensing and Support (per year charge)	\$7,000	\$4,800
3-year Operations and Marketing (per year)	\$8,400	
Annual Costs	\$16,200	\$4,800

Capital Costs and Payment Schedule by Phase

Phases	Hardware	Service	Contractor	Comments
1. Execution				½ payment for access-control hardware (\$14,400 = \$3,200), Full payment for Setup Fee (\$4,000 + \$1,000). Includes Routers.
	\$8,800	\$5,000		
2. Site Visit				All travel and staff costs are included in the Setup

				Fee.
3. Project Plan				All design costs are billed upon go-ahead.
4. Go-ahead		\$4,000		Design and programming fees for UI of website, registration, and access-control
5. Implementation	\$8,800		\$6,000	½ payment for access-control hardware (\$14,400 + \$3,200), estimated Contractor costs for installation and painting
Totals	\$17,600	\$9,000	\$6,000	\$32,600

Operating Costs	Service	Comments
Year 1	\$21,000	Payable 30 days prior to commencement of services
Year 2	\$21,000	Payable 30 days prior to commencement of services
Year 3	\$21,000	Payable 30 days prior to commencement of services

**FIRST AMENDMENT TO AGREEMENT BETWEEN
THE CITY OF COVINA AND ALAMEDA PARK STREET BICYCLES INC.,
A CALIFORNIA CORPORATION DBA BIKEHUB
BIKE HUB MANAGEMENT PROJECT**

THIS FIRST AMENDMENT is made and entered into this FIRST day of MARCH, 2016 by and between the City of Covina, a California municipal corporation (hereinafter referred to as “City”), and Alameda Park Street Bicycles Inc., a California corporation dba Bikehub (herein referred to as “Consultant”). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. This First Amendment is made with the respect to the following facts and purposes:

a. On September 15, 2015, the City and Consultant entered into that certain Professional Services Agreement for Bike Hub Management Services in the amount of Ninety-Five Thousand Six Hundred Dollars (\$95,600.00).

b. The parties now desire to add scope of work so that Consultant can install an electric strike system in the bathroom at the Metrolink station and to increase the compensation in the amount of Two Thousand Nine Hundred Ninety-Five Dollars (\$2,995) for a new total agreement amount to not exceed Ninety-Eight Thousand Five Hundred Ninety-Five Dollars (\$98,595) and to amend the Agreement as set forth in this Amendment.

2. Paragraph 3.3.1 of Section 3.3 of the Agreement entitled “Compensation” is hereby amended to read as follows:

3.3.1. Compensation. As full compensation for Consultant’s services provided under this Agreement, the City shall pay Consultant the total flat sum of Ninety-Eight Thousand Five Hundred Ninety-Five Dollars (\$98,595) (the “maximum compensation”).

3. Exhibit “A” (Scope of Services) to the Agreement is hereby amended by adding thereto the items set forth on Attachment “A” to this Amendment, which is attached hereto and incorporated herein as though set forth in full.

4. Exhibit “C” (Compensation) to the Agreement is hereby amended by adding thereto the additional compensation set forth on Attachment “B” to this Amendment, which is attached hereto and incorporated herein as though set forth in full.

5. Except for the changes specifically set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS THEREOF, the parties, through their duly authorized representatives, are signing this First Amendment on the date stated in the introductory clause.

City:

City of Covina,
a California municipal corporation

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: Sharon F. Clark
Title: Chief Deputy City Clerk

APPROVED AS TO FORM:

By: _____
Name: Candice K. Lee
Title: City Attorney

Consultant:

ALAMEDA PARK STREET BICYCLES
INC, a California corporation dba BIKEHUB

By: Gene U
Name: Gene U
Title: President

By: Gene U
Name: Gene U
Title: Secretary

(Two signatures of corporate officers required for corporations under Corporations Code Section 313, unless corporate documents authorize only one person to sign this Agreement on behalf of the corporation.)

**ATTACHMENT A
TO EXHIBIT A**

ADDITIONAL SCOPE OF WORK

BIKEHUB will purchase any necessary materials and install a fully operational electric strike system in the bathroom located at the Metrolink station. Specifically, BIKEHUB will provide and install:

1. An electric strike;
2. Wiring to connect electric strike with access-control unit;
3. Wiring to connect electric strike to pre-existing electrical wiring;
4. External door opener and electrical conduit; and
5. Emergency aluminum touch bar.

BIKEHUB will also perform any necessary work, and provide and install any additional materials needed for the installation of a fully operational electric strike system.

**ATTACHMENT B
TO EXHIBIT C**

ADDITIONAL COMPENSATION

Work	Compensation
Purchase of the necessary parts and installation of the electric strike system in the bathroom located at the Metrolink station.	\$2,995 to be paid by City to Consultant within 45 days from date of the First Amendment.



CITY OF COVINA

AGENDA REPORT

ITEM NO. CC 8

MEETING DATE: March 1, 2016

TITLE: Proposed Professional Services Agreement with Civiltec Engineering, Inc. for Preparation of the Covina Senior & Community Center Boundary and Topographic Survey

PRESENTED BY: Siobhan Foster, Director of Public Works

RECOMMENDATION: Authorize the City Manager to execute the attached Professional Services Agreement with Civiltec Engineering, Inc. for the preparation of the Covina Senior & Community Center Boundary and Topographic Survey in an amount not-to-exceed \$39,996.

BACKGROUND:

On January 19, 2016, the City Council authorized the City Manager to execute a Professional Services Agreement with Gonzalez Goodale Architects to provide planning, programming, architectural, and engineering services for the initial phase of the Covina Senior & Community Center Project in an amount not-to-exceed \$100,000. Consulting services for the initial phase of the project include completion of user and programmatic needs assessments, community and internal engagement, site evaluation and recommendation, visioning and conceptual designs, cost estimates, and project timelines.

On January 19, 2016, the City Council also appropriated \$500,000 in available Special General Fund – Rule 20A Swap balance for the initial phase of the project, boundary and topographic survey, geotechnical engineering and soils testing, and seed money for subsequent phases of the project and directed City staff to pursue placement of the Covina Senior & Community Center in Covina Park.

To support the site evaluation and recommendation and development of the conceptual site plan by Gonzalez Goodale Architects, as well as, facilitate the design and construction phases of the Covina Senior & Community Center Project in Covina Park, the preparation of a boundary and topographic survey, completion of geotechnical engineering and soils testing, and assessment of existing trees within Covina Park is necessary at this time. All studies must be completed as soon as possible to facilitate Gonzalez Goodale Architects' completion of the initial phase of the project by May 18, 2016.

DISCUSSION:

On January 20, 2015, the City Council approved the award of contracts to a pre-qualified on-call engineering services bench and authorized the Acting City Manager to execute all related documents on the City's behalf. Three members of the on-call engineering bench offer professional surveying services to public clients, including Civiltec Engineering, Inc., Johnson-Frank & Associates, and Willdan Engineering.

On February 8, 2016, the City issued the attached Request for Proposals (RFP) for preparation of the Covina Senior & Community Center Boundary and Topographic Survey to Civiltec Engineering, Johnson-Frank & Associates, and Willdan Engineering. By 4:00 p.m. on February 18, 2016, the City of Covina City Clerk's Office had received one proposal from Civiltec Engineering. Johnson-Frank & Associates indicated that it was unable to meet the City's schedule and would not be submitting a proposal. Willdan Engineering did not respond to the RFP.

The City Engineer/Traffic Engineer, David Gilbertson reviewed and evaluated the Civiltec Engineering proposal based on the following criteria, as outlined in the RFP, and determined the firm is qualified to perform the Covina Senior & Community Center Boundary and Topographic Survey and the proposed cost is consistent with market pricing for similar projects:

1. Cost proposal (30 points). Value of firm's proposal relative to the submitted project understanding/project approach.
2. Project schedule (30 points). Thoroughness of the project schedule; ability to complete the project within the selected timeframe.
3. Project understanding/project approach (40 points). The firm's proposal adequately demonstrates an understanding of the project. This understanding can be demonstrated in various manners, including but not limited to, the firm's experience with similar types of projects/services, specific experience of key team staff, references and satisfaction of previous clients, and identification of critical issues to the project and methods to address those issues to ensure timely and on budget completion of the project.

The Department of Public Works subsequently prepared the attached Professional Services Agreement between the City and Civiltec Engineering. Under the terms and conditions of the agreement, Civiltec Engineering will provide all services necessary for the preparation of the Covina Senior & Community Center Boundary and Topographic Survey by March 31, 2016 or within 30 calendar days of the issuance of the Notice to Proceed at a not-to-exceed cost of \$39,996.

The boundary and topographic survey will consist of:

- Boundary analysis to establish the current property and right-of-way lines;
- Topographic survey to establish 1-foot contour intervals, including precise location of all existing structures and improvements, finish surface and finish grade elevations, and trees; and
- Location of all existing utilities, such as water, electric and gas services, fire hydrants, manholes, valves, light standards, etc.

Related Studies

Concurrently, on February 8, 2016, the City also issued an RFP for Geotechnical Engineering and Soils Testing for the Covina Senior & Community Project to two members of the on-call engineering bench, David T. Hamilton & Associates and Geo-Advantec Inc., experienced in the provision of geotechnical engineering, materials testing and special inspection services to public clients. Following the review and evaluation of the proposals based on the criteria outlined in the RFP, the City Engineer identified David T. Hamilton & Associates as the top rated firm. Since the cost for these services is an amount not-to-exceed \$9,200, City Council approval of the

contract is not required. The contract will follow the same schedule as the boundary and topographic survey.

The Department of Public Works is also currently soliciting cost estimates from consulting arborists to complete the assessment of trees within Covina Park. The intent is to complete this analysis within the same timeframe as the boundary and topographic survey and geotechnical engineering and soils testing. At this time, the department does not anticipate that City Council approval of the contract will be necessary due to the anticipated low dollar value of the contract.

FISCAL IMPACT:

The fiscal impact associated with the proposed contract with Civiltec Engineering for preparation of the Covina Senior & Community Center Boundary and Topographic Survey is a not-to-exceed amount of \$39,996. Sufficient funding for the contract is available in the Capital Improvements (Parks and Recreation) – Park Facilities – Building & Structures – Covina Senior Center (account no. 4600-3400-55100-P-1601).

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

The project has been reviewed for compliance with the California Environmental Quality Act (CEQA) and is exempt per Section 15061 (b) (3). The project is covered by the General Rule that CEQA applies to projects that have the potential for causing a significant effect on the environment. The Covina Senior & Community Center Boundary and Topographic Survey will not result in any significant effect on the environment.

Respectfully submitted,



Siobhan Foster
Director of Public Works

ATTACHMENTS:

Attachment A: Professional Services Agreement with Civiltec Engineering, Inc. for Preparation of Covina Senior & Community Center Boundary and Topographic Survey

Attachment B: RFP for Preparation of Covina Senior & Community Center Boundary and Topographic Survey (w/o attachments)

Attachment C: Proposal Received in Response to RFP for Preparation of Covina Senior & Community Center Boundary and Topographic Survey (on file in City of Covina City Clerk's Office)

**CITY OF COVINA
PROFESSIONAL SERVICES AGREEMENT**

1. PARTIES AND DATE.

This Agreement is made and entered into this 1st day of March, 2016 by and between the City of Covina, a municipal corporation organized under the laws of the State of California with its principal place of business at 125 East College Street, Covina, California 91723 (“City”) and Civiltec Engineering, Inc., a California Corporation with its principal place of business at 118 W. Lime Avenue, Monrovia, California 91016 (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional surveying services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project

City desires to engage Consultant to render such services for the Covina Senior & Community Center Boundary and Topographic Survey project (“Project”) as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional surveying consulting services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules, and regulations.

3.1.2 Term. The term of this Agreement shall be from March 1, 2016 to June 30, 2016, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: David Byrum, PE, Principal, David Song, PE, Project Manager, Richard Shroads, PE/PLS, Project Land Surveyor, Ben Tilman, RLS, Field Survey, Ken Davidson, RLS, Field Survey, and Cooper Aerial, Aerial Mapping .

3.2.5 City's Representative. The City hereby designates City Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.6 Consultant's Representative. Consultant hereby designates David Song, Project Manager, or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Period of Performance and Liquidated Damages. Consultant shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Consultant shall also perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be separately agreed upon in writing by the City and Consultant ("Performance Milestones"). Consultant agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such Project Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage. Pursuant to Government Code Section 53069.85, Consultant shall pay to the City as fixed and liquidated damages the sum of one hundred Dollars (\$100) per day for each and every calendar day of delay beyond the Performance Time or beyond any Project Milestones established pursuant to this Agreement.

3.2.10 Laws and Regulations; Employee/Labor Certifications. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all

Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10.1 Employment Eligibility; Consultant. By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Consultant. Consultant also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. Consultant shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Consultant shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Consultant's compliance with the requirements provided for in Section 3.2.10 or any of its sub-sections.

3.2.10.2 Employment Eligibility; Subcontractors, Consultants, Sub-subcontractors and Subconsultants. To the same extent and under the same conditions as Consultant, Consultant shall require all of its subcontractors, consultants, sub-subcontractors and subconsultants performing any work relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.10.1.

3.2.10.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Consultant verifies that they are a duly authorized officer of Consultant, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Consultant or its subcontractors, consultants, sub-subcontractors or subconsultants to meet any of the requirements provided for in Sections 3.2.10.1 or 3.2.10.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Consultant under Section 3.2.10.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.2.10.4 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake

self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.2.10.5 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.10.6 Air Quality. To the extent applicable, Consultant must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Although the SCAQMD and CARB limits and requirements are more broad, Consultant shall specifically be aware of their application to "portable equipment", which definition is considered by SCAQMD and CARB to include any item of equipment with a fuel-powered engine. Consultant shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Consultant, its subconsultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

3.2.11 Insurance.

3.2.11.1 Time for Compliance. Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this Section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this Section.

3.2.11.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subconsultants. Consultant shall also require all of its subconsultants to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

A. Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. The policy shall not contain any exclusion contrary to the Agreement, including but not limited to endorsements or

provisions limiting coverage for (1) contractual liability (including but not limited to ISO CG 24 26 or 21 29); or (2) cross liability for claims or suits by one insured against another.

B. Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease. Defense costs shall be paid in addition to the limits.

C. Notices; Cancellation or Reduction of Coverage. At least fifteen (15) days prior to the expiration of any such policy, evidence showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or materially reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be promptly reimbursed by Consultant or the City may withhold amounts sufficient to pay premium from Consultant payments. In the alternative, the City may suspend or terminate this Agreement.

3.2.11.3 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$2 million per claim, and shall be endorsed to include contractual liability. Defense costs shall be paid in addition to the limits.

3.2.11.4 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

A. General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) using ISO CG forms 20 10 and 20 37, or endorsements providing the exact same coverage, the City of Covina, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Services or ongoing and completed operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work; and (2) using ISO form 20 01, or endorsements providing the exact same coverage, the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any excess insurance shall contain a provision that

such coverage shall also apply on a primary and noncontributory basis for the benefit of the City, before the City's own primary insurance or self-insurance shall be called upon to protect it as a named insured. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 3.2.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.2.11.4(A).

B. Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 3.2.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.2.11.4(B).

C. Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

D. All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days (10 days for nonpayment of premium) prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents, and volunteers. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officials, officers, employees, agents and volunteers, or any other additional insureds.

3.2.11.5 Separation of Insureds; No Special Limitations; Waiver of Subrogation. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents, and volunteers. All policies shall waive any right of subrogation of the insurer against the City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, its officials, officers, employees, agents, and volunteers, or any

other additional insureds, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

3.2.11.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Consultant shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its directors, officials, officers, employees, agents, and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

3.2.11.7 Subconsultant Insurance Requirements. Consultant shall not allow any subconsultants to commence work on any subcontract relating to the work under the Agreement until they have provided evidence satisfactory to the City that they have secured all insurance required under this Section. If requested by Consultant, the City may approve different scopes or minimum limits of insurance for particular subconsultants. The Consultant and the City shall be named as additional insureds on all subconsultants' policies of Commercial General Liability using ISO form 20 38, or coverage at least as broad.

3.2.11.8 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the City.

3.2.11.9 Verification of Coverage. Consultant shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.11.10 Reporting of Claims. Consultant shall report to the City, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

3.2.12 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.13 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.2.14 Storm Water Management.

3.2.14.1 Generally. Storm, surface, nuisance, or other waters may be encountered at various times during the Services. Consultant hereby acknowledges that it has investigated the risk arising from such waters, and assumes any and all risks and liabilities arising therefrom.

3.2.14.2 Compliance with Water Quality Laws, Ordinances and Regulations. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251 *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant shall additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges.

3.2.14.3 Standard of Care. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the work assigned to them without impacting water quality in violation of the laws, regulations and policies described in Sections 3.2.14 of this Agreement. Consultant further warrants that it, its employees and subcontractors have or will receive adequate training, as determined by the City, regarding these requirements as they may relate to the Services, and will provide the City with documentation of training acceptable to the City on request.

3.2.14.4 Liability for Non-compliance.

(A) Indemnity: Failure to comply with laws, regulations, and ordinances listed in Section 3.2.14 of this Agreement is a violation of federal and state law. Notwithstanding any other indemnity contained in this Agreement, Consultant agrees to indemnify and hold harmless the City, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which the City, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the laws, regulations, and ordinances listed above, arising out of or in connection with the Services, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(B) Defense: City reserves the right to defend any enforcement action or civil action brought against the City for Consultant's failure to comply with any applicable water quality law, regulation, or policy. Consultant hereby agrees to be bound by, and to reimburse the City for the costs associated with, any settlement reached between the City and the relevant enforcement entity.

(C) Damages: City may seek damages from Consultant for delay in completing the Services caused by Consultant's failure to comply with the laws, regulations and policies described in Section 3.2.14 of this Agreement, or any other relevant water quality law, regulation, or policy.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed thirty-nine thousand nine hundred ninety-six Dollars (\$39,996) without written approval of City's City Manager. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3.5 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the

Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.3.6 Registration. Effective March 1, 2015, if the Services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such Services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements.

3.4 Termination of Agreement.

3.4.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.4.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.4.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5 Ownership of Materials and Confidentiality.

3.5.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the property of City, and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement,

Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

3.5.2 Subconsultants. Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by the City.

3.5.3 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

3.5.4 Indemnification. Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.5.5 Confidentiality. All Documents & Data, either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant. All Documents & Data shall not, without the prior written consent of City, be used

or reproduced by Consultant for any purposes other than the performance of the Services. Consultant shall not disclose, cause or facilitate the disclosure of the Documents & Data to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant that is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.6 General Provisions.

3.6.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant:

Civiltec Engineering Inc.
118 West Lime Avenue
Monrovia, CA 91016
Attn: David Song, Project Manager

City:

City of Covina
125 E. College St.
Covina, CA 91723
Attn: Siobhan Foster, Director of Public Works

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.6.2 Indemnification.

3.6.2.1 Scope of Indemnity. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code

Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

3.6.2.2 Additional Indemnity Obligations. Consultant shall defend, with Counsel of City's choosing and at Consultant's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 3.6.2.1 that may be brought or instituted against City or its directors, officials, officers, employees, volunteers and agents. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Consultant shall also reimburse City for the cost of any settlement paid by City or its directors, officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Consultant shall reimburse City and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents, or volunteers.

3.6.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Los Angeles County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.

3.6.4 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.6.5 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.6.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.6.7 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecatees or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.6.8 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.6.9 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.6.10 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.6.11 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.6.7, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.6.12 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.6.13 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.6.14 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.6.15 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this

Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.6.16 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.6.17 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.6.18 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.6.19 Federal Provisions.

[SIGNATURES ON NEXT PAGE]

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF COVINA
AND CIVILTEC ENGINEERING INC.**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the 1ST day of March, 2016.

City:

City of Covina,
a California municipal corporation

Contractor:

CIVILTEC ENGINEERING INC.
a California corporation

By: _____
Name: Andrea M. Miller
Title: City Manager

Attest:

By: _____
Name: _____
Title: Chairman President
 Vice President

By: _____
Name: Sharon F. Clark
Title: Chief Deputy City Clerk

Approved as to Form:

By: _____
Name: _____
Title: Secretary Asst. Secretary
 Chief Finance Officer Asst. Treasurer

[Two signatures required for corporations pursuant to California Corporations Code Section 313, unless corporate documents authorize only one person to sign this Agreement on behalf of the corporation.]

By: _____
Name: Candice K. Lee
Title: City Attorney

EXHIBIT "A"
SCOPE OF SERVICES

Scope of Services

The Scope of Services is comprised of the following tasks:

Task 1 – Kick-Off Meeting

The Consultant shall attend a project kick-off Meeting with City staff to discuss project parameters, scheduling constraints, and other relevant information regarding services required by this Request for Proposals. An overall project schedule shall be reviewed, revised and updated by the Consultant.

Task 2 – Boundary and Topographic Survey

The survey shall be prepared at a scale of 1"=20' and shall include, but not be limited to, the following requirements:

- a. Locate all property lines and right-of-way lines within survey limits including all adjacent property lines abutting the park boundary and identification of adjacent Assessor's Parcel Numbers.
- b. Locate all existing easements, if any, within the park site.
- c. Locate existing utilities including pipe sizes, materials, inverts, rim elevations and valve boxes.
- d. Locate existing storm drain facilities.
- e. Locate all buildings and structures.
- f. Provide spot elevations at:
 1. Corners and entrances to buildings.
 2. All site features.
 3. All edges and corners of hardscape.
 4. Top and bottom of walls and steps.
 5. Top and bottom of curb, curb and gutter.
 6. Flowline of v-gutters.
 7. Trees 6" and over in caliper.

Task 3 – Aerial Photogrammetry

The Consultant shall provide an aerial photogrammetric survey of the park site with contours at one-foot intervals, showing all building, site improvements, and hardscape.

Deliverables

The timeframe for completion of the awarded contract, if any, is within 30 calendar days from the date of the issuance of the Notice to Proceed.

The Consultant shall provide to the City the following products as part of this project:

- A. Digital copy of Boundary and Topographic Survey in ACAD version 2010 or higher.
- B. Five (5) bond copies and one (1) Mylar copy of the Boundary and Topographic Survey.

All project files and correspondence relating to this project shall be given to the City at the completion of the contract. This includes all working and field data, background information and other information used in creating the Deliverables requested.

EXHIBIT "B"
SCHEDULE OF SERVICES

Schedule and Deadlines

Civiltec has an excellent track record producing plans, specifications, maps and construction documents correctly, thoroughly and on time. Whether working for a municipality, governmental agency, corporation, or a private land owner, we realize that time is money. With this in mind we best utilize our time and expertise for maximum productivity. Our objective is to provide clients with quality work and fair prices and in a timely manner.

We utilize Microsoft Project to develop and maintain overall project schedules. These schedules are used in communication with our clients and our staff so all expectations and budgets are met. On schedule projects will be on budget projects! We continually stress that point to our clients and team members. Project budgets and project schedules go hand-in-hand. We determine project budgets by using man hour breakdowns for every project staff member for each and every project task. Based on our man-hour estimates and staff availability, project schedules are established for every project or task order.

The proposed schedule below is based on the project milestones. Civiltec has the resources necessary to begin immediately and meet the City's desired schedule.

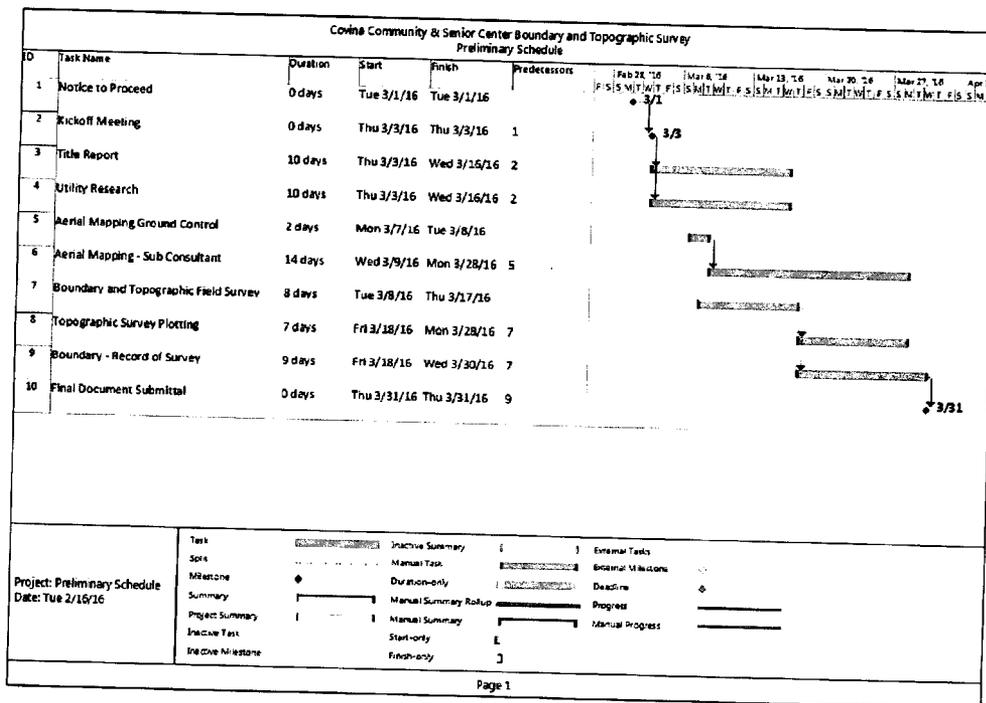


EXHIBIT "C"
COMPENSATION

Cost Proposal and Schedule of Work

Below is the cost proposal and schedule of work for the project. The cost proposal includes a detailed breakdown and summation of fees for each project task, hourly billing rates for each labor category, and the cost for reimbursable expenses. The cost proposal is a not to exceed fee based on the scope of services described here within this proposal.

PM16012.00 Covina Community & Senior Center Boundary & Topographic Survey								
City of Covina								
Time and Fee Estimate								
Date:	16-Feb-16							
	HOURS BY	COST BY	TOTAL					
	PIC	PM	SM	2MS	SLS	D	Sub	COST
RATE (CA 2016)	\$ 215.00	\$ 180.00	\$ 155.00	\$ 230.00	\$ 123.00	\$ 125.00	Cost(1.15)	
Meetings								
Kickoff Meeting		4	4					\$ 1,340.00
								\$ 1,340.00
Boundary and Topographic Survey								
Boundary and Topographic Survey				60	4			\$ 30,103.00
Topographic Survey Plotting		4			4	40		\$ 14,300.00
Boundary - Record of Survey			24		40			\$ 6,220.00
Title Report							\$ 750.00	\$ 8,720.00
								\$ 862.50
Aerial Photogrammetry								
Aerial Mapping Subconsultant- Cooper Aerial							\$ 2,933.00	\$ 7,303.00
Aerial Mapping Ground Control				16	2			\$ 3,372.95
								\$ 3,930.00
Reimbursable Expenses								
								\$ 1,250.00
HOURS	0	8	28	76	50	40		202
NOT TO EXCEED BUDGET								\$ 39,996.00

The not to exceed fee for the project is \$39,996.00.



Hourly Rate Schedule

EFFECTIVE UNTIL DECEMBER 31, 2016

Principal Engineer.....	\$215.00
Principal Engineer - Expert Witness Testimony.....	\$340.00
Senior Engineer.....	\$200.00
Project Manager.....	\$180.00
Project Engineer.....	\$165.00
Senior Designer.....	\$160.00
Staff Engineer.....	\$145.00
Associate Planner.....	\$130.00
Designer.....	\$125.00
Designer/Drafter.....	\$110.00
Planning Technician.....	\$105.00
Resident Engineer/Observer.....	\$105.00
CAD Technician.....	\$95.00
Senior Administrative Assistant.....	\$80.00
Administrative Assistant/Clerical.....	\$75.00
Two Man Survey Party.....	\$230.00
Survey Manager.....	\$155.00
Staff Land Surveyor.....	\$125.00
Survey Technician.....	\$105.00
Subcontracted Services.....	Cost plus 15%
Mileage.....	\$0.575/mile

NOTE: All rates are effective until December 31, 2016. Any increases in rates after that date will be limited to 5% maximum.





125 East College Street • Covina, CA 91723-2199

Request for Proposals (RFP) for Covina Community & Senior Center Boundary and Topographic Survey

The City of Covina ("City") is requesting proposals from qualified consultants on the Pre-Qualified On-Call Engineering Services Bench to prepare a Boundary and Topographic Survey for the Covina Community & Senior Center Project.

1. Introduction

The City is seeking qualified professional engineering and/or surveying firms ("Consultant") to provide professional surveying services for the preparation of a boundary and topographic survey for the Covina Community & Senior Center Project at Covina Park. The area of the survey will be the entire Covina Park site including a minimum of 50 feet beyond the park boundary. Covina Park is located at 301 N. Fourth Avenue.

2. Proposal Requirements

Each proposal submitted in response to this RFP shall be submitted in a sealed envelope, as follows:

- A. An envelope clearly labeled with the firm's name, address, telephone number and e-mail address. The envelope shall be clearly identified as "**Technical Proposal – Covina Community & Senior Center Boundary and Topographic Survey at Covina Park.**" The Technical Proposal shall be limited to ten (10), single-spaced, single-sided pages plus a cover letter (maximum two pages.) The Proposal shall be submitted in sufficient detail to allow a thorough evaluation and comparative analysis. The Technical Proposal should include, as a minimum, the following information in addition to the areas outlined within Section 3, "Scope of Services:"
 - i. **Work Plan:** A statement of your understanding of the project; and detailed description of your approach to implement all of the items listed under Section 3, "Scope of Services.

- ii. **Organizational Chart:** A chart identifying the key personnel assigned to this project, including the name of the project manager and individual authorized to negotiate the contract in behalf of the consulting firm, including the work load of the project manager and key team members and their availability to complete the tasks outlined under Section 3, "Scope of Services."
- iii. **Schedule and Deadlines:** A comprehensive schedule for the completion of the tasks as outlined under Section 3, "Scope of Services," to reflect the time frame or period for each; and a total time for completion.
- iv. **Firm Qualifications:** Identify a minimum of three (3) projects completed for other agencies within the past five (5) years.
- v. **References:** Provide three (3) references for similar assignments for other agencies.
- vi. **Objections to Professional Services Agreement**
- vii. **Cost Proposal:** A comprehensive cost proposal shall provide a summation of fees for each task described under Section 3, "Scope of Services."
- viii. **Schedule of Work:** The proposed Cost Proposal shall be presented within a schedule of work items on a task-by-task basis with the following detail:
 - a. Time estimates for principals, staff, sub-consultants, etc. with hourly billing rates.
 - b. Cost for materials and incidental services, including travel expenses, copying, printing and plotting.
 - c. Total fee per task breakdown.
 - d. The fee proposal shall be an amount "Not to Exceed."
- ix. **Hourly Rate Schedule:** A statement of hourly rates for all proposed classifications, including rates for sub-consultants, if any, as well as any proposed percentage mark-up for reimbursable expenses.

3. Scope of Services

The Scope of Services is comprised of the following tasks:

Task 1 – Kick-Off Meeting

The Consultant shall attend a project kick-off Meeting with City staff to discuss project parameters, scheduling constraints, and other relevant information regarding services required by this Request for Proposals. An overall project schedule shall be reviewed, revised and updated by the Consultant.

Task 2 – Boundary and Topographic Survey

The survey shall be prepared at a scale of 1"=20' and shall include, but not be limited to, the following requirements:

- a. Locate all property lines and right-of-way lines within survey limits including all adjacent property lines abutting the park boundary and identification of adjacent Assessor's Parcel Numbers.
- b. Locate all existing easements, if any, within the park site.
- c. Locate existing utilities including pipe sizes, materials, inverts, rim elevations and valve boxes.
- d. Locate existing storm drain facilities.
- e. Locate all buildings and structures.
- f. Provide spot elevations at:
 1. Corners and entrances to buildings.
 2. All site features.
 3. All edges and corners of hardscape.
 4. Top and bottom of walls and steps.
 5. Top and bottom of curb, curb and gutter.
 6. Flowline of v-gutters.
 7. Trees 6" and over in caliper.

Task 3 – Aerial Photogrammetry

The Consultant shall provide an aerial photogrammetric survey of the park site with contours at one-foot intervals, showing all building, site improvements, and hardscape.

4. Deliverables

The timeframe for completion of the awarded contract, if any, is within 30 calendar days from the date of the issuance of the Notice to Proceed.

The Consultant shall provide to the City the following products as part of this project:

- A. Digital copy of Boundary and Topographic Survey in ACAD version 2010 or higher.
- B. Five (5) bond copies and one (1) Mylar copy of the Boundary and Topographic Survey.

All project files and correspondence relating to this project shall be given to the City at the completion of the contract. This includes all working and field data, background information and other information used in creating the Deliverables requested.

5. Proposal Submission

Proposal packages (technical and cost proposal) are to be submitted to the City on/before 4:00 p.m. on Thursday, February 18, 2016 to the following address:

Siobhan Foster, Director of Public Works
City of Covina
c/o City of Covina City Clerk's Office
125 E. College Street
Covina, CA 91723

Proposals are to be submitted inside an envelope marked on the outside with "**Proposal – Covina Community & Senior Center Boundary and Topographic Survey.**"

Proposals received after the stated deadline will not be accepted. The time of delivery shall be definitively determined by the time-stamping clock located in the City of Covina City Clerk's Office, 125 E. College Avenue, Covina, CA 91723. It is the Proposer's sole responsibility to see that its proposal is received in proper time, and proposers assume all risks arising out of the means of delivery. Any proposal received after the deadline will be returned to the proposer unopened.

6. Inquiries and Addenda

For inquiries regarding this RFP, please contact David Gilbertson, City Engineer via electronic mail at dgilbertson@covinaca.gov. Proposers must e-mail inquiries on/before 4:00 p.m. on Tuesday, February 16, 2016. Inquiries received after that date will be disregarded. The City will issue any revisions to this RFP as addenda. The City will distribute addenda to all potential proposers. Proposers are responsible for receipt of all addenda. To this end, each proposer should contact the City to verify that he or she has received all addenda issued, if any. The City's issuance of a written addendum is the

only official method whereby the City will interpret, clarify or provide additional information concerning this RFP.

7. Anticipated Schedule

Milestone	Date
RFP Issued	Monday, February 8, 2016
Deadline for Clarifications/Inquiries	Tuesday, February 16, 2016, 4:00 p.m.
Deadline for Proposals	Thursday, February 18, 2016, 4:00 p.m.
Award of Contract	Friday, February 19, 2016
Executed Contract (3 original copies) and Insurance Due to City	Tuesday, February 23, 2016, noon
Notice to Proceed	Tuesday, March 1, 2016
Submittal of Final Document	Thursday, March 31, 2016, 4:00 p.m.

8. Evaluation Procedure

City staff, selected by the City Manager, or her designee, will evaluate each proposal for completeness and content. Each proposal will be evaluated based on the following criteria:

- A. **Cost Proposal (30 points).** Value of firm's proposal relative to the submitted project understanding/project approach.
- B. **Project Schedule (30 points).** Thoroughness of the project schedule; ability to complete the project within the selected timeframe.
- C. **Project Understanding/Project Approach (40 points).** The firm's proposal adequately demonstrates an understanding of the project. This understanding can be demonstrated in various manners, including but not limited to the firm's experience with similar types of projects/services, specific experience of key team staff, references and satisfaction of previous clients, and identification of critical issues to the project and methods to address those issues to ensure timely and on budget completion of the project.

The City will identify the firm that best meets the needs of the City and enter contract negotiations with that highest ranked firm. Should the City fail to reach agreement with the top ranked firm, the City may enter negotiations with the next highest rated firm and so on. City Staff will make a recommendation to the City Council for the award of the Professional Services Agreement to the firm that best furthers the City's objectives.

The successful consultant will be expected to enter into the attached Professional Services Agreement (Exhibit A) at a minimum of seven (7) calendar days (by noon on Tuesday, February 23, 2016) prior to the date the Notice to Proceed is scheduled to be issued (Tuesday, March 1, 2016). Additionally, the successful consultant shall also secure all insurance required under the Professional Services Agreement, and provide copies to the City, at a minimum of seven (7) calendar days (by noon on Tuesday, February 23, 2016) prior to the date the Notice to Proceed is scheduled to be issued (Tuesday, March 1, 2016). Any consultant with objections to terms contained in the City's Professional Services Agreement must advise the City of such objections and requested modifications as part of its Technical Proposal. Failure of a proposer to accept the terms of the City's Professional Services Agreement may result in the rejection of the proposal. It shall be the responsibility of the prospective consultants to review all sections and exhibits of the Professional Services Agreement, including insurance requirements. If no objections are received, the City will assume the proposer is able to and will enter into the Professional Services Agreement and fulfill the terms and requirements set therein. The City may recover any damages accruing to the City as a result of the successful consultant's failure or refusal to execute the City's Professional Services Agreement.

9. Acceptance or Rejection of Proposal

The City reserves the right to accept or reject any and all proposals. The City also reserves the right to waive any informality or irregularity in any proposal or in the bidding deemed to be in its best interest. Additionally, the City may, for any reason, decide not to award an agreement as a result of this RFP or cancel the RFP process. The City shall not be obligated to respond to any proposal submitted, nor be legally bound in any manner by the submission of the proposal. The City reserves the right to negotiate project deliverables and associated costs.

Exhibits:

- A. City of Covina Professional Services Agreement



CITY OF COVINA

AGENDA REPORT

ITEM NO. CC 9

MEETING DATE: March 1, 2016

TITLE: Approve an amendment to the Information Support Services Agreement with Brea IT Solutions, a division of the City of Brea.

PRESENTED BY: Dennis Swink, Interim Finance Director

RECOMMENDATION: Approve an amendment to the Information Support Services Agreement with BreaIT Solutions, a division of the City of Brea, and authorize the City Manager to execute the contract on behalf of the City.

BACKGROUND:

Brea IT started assisting the City on a trial basis in July of 2015 after the loss of four out of six fulltime positions in the IT department. After a successful trial, the City entered into a 3 year support services agreement on October 20, 2015. This agreement provided two onsite support personnel as well as help desk, strategic planning and oversight services. The two contracted positions included one Senior IT Specialist/Specialist II and one IT Specialist I.

DISCUSSION:

One of the two remaining City positions in the IT department recently became vacant and City staff is seeking to contract out for those services rather than do a recruitment to fill the vacancy. This Amendment would add another Senior IT Specialist/Specialist II for a total of three onsite contractors providing computer support as needed.

FISCAL IMPACT:

Staff estimates that this additional position will cost approximately \$68,640 over the remaining four months of this fiscal year. This will be paid for with IT budget savings realized from contracting out for IT Services and salary savings from the now vacant position. No additional appropriations will be needed.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

None.

Respectfully submitted,

Dennis Swink
Interim Finance Director

ATTACHMENTS:

Attachment A: Brea IT Contract Amendment

BreaIT Contract Amendment

This Amendment is made between City of Brea and City of Covina to amend the Original Agreement titled Information Technology Support Services Agreement, signed on October 21, 2015.

Section B2 of the original Agreement is amended as follows:

Compensation. As consideration for the use of BreaIT, City shall pay to BreaIT fees based on an hourly rate according to the following adjusted support level. To meet the needs of the City an additional IT Specialist has been added to the current contract, as requested by the City.

The compensation breakdown for support is as follows:

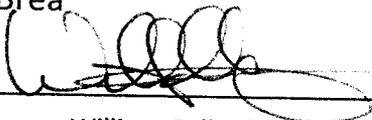
- ❖ One Sr. IT Specialist/Specialist II (current support) at an hourly rate of \$115
- ❖ One IT Specialist I (current support) at an hourly rate of \$105
- ❖ One Sr. IT Specialist/Specialist II (additional support) at the negotiated hourly rate of \$110

All services shall be payable upon receipt of invoice for said services from BreaIT. The hourly rates are subject to modification annually as may be agreed between the parties in writing. In exchange for the base monthly fee, BreaIT will provide City service time, not to exceed 468 hours per month for the following:

The contracted 468 hours represents three (3) FTE specialists (two (2) Specialist II and one (1) Specialist I) onsite support will be provided during the operating hours of Monday through Thursday from 7:30 am to 5:30 pm with a one hour lunch.

All provisions of the Original Agreement, except as modified by this Amendment, remain in full force and effect and are reaffirmed. If there is any conflict between this Amendment and any provision of the Original Agreement, the provisions of this Amendment shall control.

City of Brea

By: 

William Gallardo,
City Manager

City of Covina

By: _____

Andrea Miller,
City Manager



CITY OF COVINA

AGENDA REPORT

ITEM NO. PH 1

-
- MEETING DATE:** March 1, 2016
- TITLE:** Fees for Use of Parks & Recreation Facilities
- PRESENTED BY:** Amy Hall-McGrade, Parks & Recreation and Library Services Director
Lisa Evans, Parks & Recreation Manager
- RECOMMENDATION:**
1. Open the public hearing and receive public testimony;
 2. Close the public hearing;
 3. Adopt **Resolution No. 16-7464** Establishing Fees for the Use of Parks & Recreation Facilities; and
 4. Authorize the City Manager or her designee to establish Policies, Procedures, and Applications for Use of Parks & Recreation Facilities.

BACKGROUND:

The Parks & Recreation Department maintains indoor and outdoor facilities, and athletic fields that are available for use on a rental basis by community organizations, residents, non-residents, and local businesses. While these facilities are primarily used for city-run programs and services, during times when city programs are not offered, the facilities are made available for rental by the public.

Staff receive over 1,000 rental inquiries each year, and facilitate approximately 50-60 rentals. Due to the limited number of facilities and the extensive use of the facilities for city-run programs, the number of rental requests that can be accommodated is limited.

DISCUSSION:

As well as providing a service to the community, the rental of department facilities generates revenue to assist in offsetting the cost of maintaining these facilities. City staff are present at all rentals to facilitate the group's use, as well as to ensure attendees adhere to all facility use rules and policies.

In determining the facility rental rates, several factors are considered. These include a market comparison of rental rates charged by surrounding cities with similar facilities, as well as the direct cost of providing use of the facilities, i.e. staffing and utility costs. Rental rates are separated into three categories: 1) Covina-Based Non-Profit Organization or Covina Resident; 2) Non-Resident; and 3) Businesses. For facilities that were built or renovated with certain grant or bond funds, separate resident and non-resident rates are not permitted.

The proposed fee schedule is being brought to City Council for approval per Covina Municipal Section 3.02.010, which requires that the establishment of fees be done by City Council Resolution, as well as Government Code Section 66018, which requires a public hearing to consider the adoption of fees.

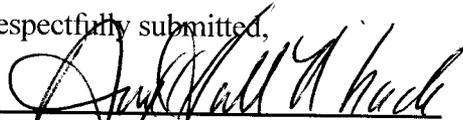
FISCAL IMPACT:

The Park Facilities division fiscal year 2015-2016 adopted budget includes projected revenues of \$15,730 for facility use fees.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

None.

Respectfully submitted,



Amy Hall-McGrade

Parks & Recreation and Library Services Director

ATTACHMENTS:

Attachment A: **Resolution No. 16-7464**

RESOLUTION NO. 16-7464

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINA,
CALIFORNIA TO ESTABLISH FEES FOR THE USE OF PARKS &
RECREATION DEPARTMENT FACILITIES**

WHEREAS, pursuant to the provisions of the California Constitution and the laws of the State of California, the City of Covina is authorized to adopt and implement rates, fees, and charges for the use of municipal facilities; and

WHEREAS, the City of Covina desires to establish fees for the use of Parks & Recreation Department facilities; and

WHEREAS, on March 1, 2016, the City Council held a duly noticed public hearing pursuant to Government Code Section 66018 to consider the adoption of Fees for the Use of Parks & Recreation Department Facilities.

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

SECTION 1. The City Council hereby establishes the Fees for the Use of Parks & Recreation Facilities attached hereto as Exhibit A.

SECTION 2. The City Council hereby authorizes the City Manager or her designee to establish Policies, Procedures, and Applications for Use of Parks & Recreation Facilities.

SECTION 3. The fees established pursuant to Section 1 of this Resolution shall become effective on April 1, 2016.

SECTION 4. The City Clerk shall certify to the passage and adoption of this resolution and shall enter the same in the Book of Original Resolutions.

APPROVED and PASSED this 1st day of March, 2016.

City of Covina, California

BY: _____
JOHN C. KING, Mayor

ATTEST:

SHARON F. CLARK, Chief Deputy City Clerk

APPROVED AS TO FORM:

CANDICE K. LEE, City Attorney

CERTIFICATION

I, Sharon F. Clark, Chief Deputy City Clerk of the City of Covina, do hereby certify that **Resolution No. 16-7464** was duly adopted by the City Council of the City of Covina at a regular meeting held on the 1st day of March, 2016, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

Dated:

SHARON F. CLARK, Chief Deputy City
Clerk

"EXHIBIT A"
FEES FOR THE USE OF PARKS RECREATION FACILITIES

FEE SCHEDULE - OUTDOOR FACILITIES

	COVINA-BASED NON-PROFIT ORGANIZATION OR COVINA RESIDENT	NON-RESIDENT	BUSINESSES
SECURITY DEPOSIT	\$200	\$200	\$200
USE FEES (2-HOUR PERIOD)			
COVINA PARK BANDSHELL	\$175	\$195	\$275
COVINA PARK SKATING RINK	\$90	\$90	\$125
HERITAGE PLAZA PLATFORM/GRASS	\$125	\$145	\$175
KAHLER RUSSELL PARK SKATING RINK	\$75	\$75	\$105
JOBE'S GLEN AT JALAPA PARK	\$125	\$145	\$165

FEE SCHEDULE – COUGAR PARK

	COVINA-BASED NON-PROFIT ORGANIZATION OR COVINA RESIDENT	NON-RESIDENT	BUSINESSES
SECURITY DEPOSIT - PARK AREA USE	\$200	\$200	\$200
SECURITY DEPOSIT - CENTER USE	\$300	\$300	\$300
SETUP FEE FOR CENTER USE	\$55	\$55	\$55
CLEANUP FEE FOR CENTER USE	\$110	\$110	\$110
USE FEES			
PARK AREA	\$325 per 3-Hour Use	\$325 per 3-Hour Use	\$325 per 3-Hour Use
COMMUNITY CENTER	\$100 per Hour	\$120 per Hour	\$150 per Hour
COMBINED CENTER AND PARK	\$150 per Hour	\$170 per Hour	\$200 per Hour
AUDIO/VISUAL EQUIPMENT	\$115	\$115	\$115

FEE SCHEDULE - FIELDS

	COVINA-BASED NON-PROFIT ORGANIZATION OR COVINA RESIDENT	NON-RESIDENT	BUSINESSES
SECURITY DEPOSIT	\$200	\$200	\$200
FIELD USE FEES (2-HOUR PERIOD)			
SOFTBALL FIELDS	\$100	\$120	\$140
HOLLENBECK PARK SPORTS FIELD	\$100	\$120	\$140
KELBY PARK GRASS AREA	\$100	\$120	\$140
KAHLER RUSSELL PARK GRASS AREA	\$100	\$100	\$140
LIGHT USE FEES (PER HOUR)			
SAVOY FIELD	\$38	\$38	\$38
HEYLER FIELD	\$33	\$33	\$33
COVINA PARK	\$25	\$25	\$25
HOLLENBECK PARK	\$33	\$33	\$33
OTHER			
FIELD PREP	\$50	\$50	\$50
BASES (PER DAY)	\$10	\$10	\$10
KEY DEPOSIT	\$200	N/A	N/A

"EXHIBIT A"
FEES FOR THE USE OF PARKS RECREATION FACILITIES

FEE SCHEDULE - INDOOR FACILITIES

	COVINA-BASED NON-PROFIT ORGANIZATION OR COVINA RESIDENT	NON-RESIDENT	BUSINESSES
SECURITY DEPOSIT	\$300	\$300	\$300
BUILDING USE FEES (PER HOUR)			
RECREATION HALL AT COVINA PARK	\$100	\$120	\$150
TEEN CENTER AT COVINA PARK	\$60	\$60	\$60

FEE SCHEDULE - AQUATICS CENTER

	COVINA-BASED NON-PROFIT ORGANIZATION OR COVINA RESIDENT	NON-RESIDENT	BUSINESSES
SECURITY DEPOSIT	\$300	\$300	\$300
OPENING/CLOSING FEE	\$100	\$100	\$100
USE FEE - PER HOUR	\$220	\$220	\$220

FEE SCHEDULE - COUGAR PARK COMMUNITY GARDEN

LARGE PARCEL OR HANDICAP ACCESSIBLE PARCEL	\$50 per year	\$25 per half year
SMALL PARCEL	\$44 per year	\$22 per half year



CITY OF COVINA AGENDA REPORT

ITEM NO. PH 2

MEETING DATE: March 1, 2016

TITLE: Public Hearing to Consider Zoning Code Amendment (ZCA) 16-001, a request to amend Section 17.04.414.5 of Chapter 17.04 to Title 17 (Zoning Ordinance) of the Covina Municipal Code to prohibit the cultivation of marijuana in all zones in the City, including the cultivation by qualified patients, primary caregivers and persons with identification cards.

PRESENTED BY: Brian K. Lee, AICP, Director of Community Development

RECOMMENDATION:

1. Open the public hearing, receive public testimony and close the public hearing; and
2. Introduce for first reading **Ordinance No. 16-2054**, amending Section 17.04.414.5 of Chapter 17.04 to Title 17 (Zoning Ordinance) of the Covina Municipal Code to prohibit the cultivation of marijuana in all zones in the City, including the cultivation by qualified patients, primary caregivers and persons with identification cards, and waive further reading.

BACKGROUND

Governor Brown recently signed into law the Medical Marijuana Regulation and Safety Act (“MMRSA”) which is comprised of three related bills: AB 243, AB 266, and SB 643 effective January 1, 2016. One component of the MMRSA allows the State Department of Food and Agriculture to be the sole licensing authority for medical marijuana cultivation applications effective March 1, 2016, if a city does not have a land use regulation in place regulating or prohibiting the cultivation of marijuana, either expressly or otherwise under the principles of permissive zoning, or if a city chooses not to administer a conditional use permit program.

The deadline of March 1, 2016, does not give the city sufficient time to go through the regular code amendment process to establish land use control regulating or prohibiting the cultivation of marijuana without any exemptions. As such, the City Council on January 19, 2016, adopted Urgency Ordinance No. 16-2053 (Attachment No. A), prohibiting the cultivation of marijuana in all zones in the city, including the cultivation by qualified patients, primary caregivers and persons with identification cards. The Urgency Ordinance took effective immediately on January 19, 2016. Thereafter, on February 3, 2016, Governor Brown signed into law AB 21, where it eliminates the requirement that cities have marijuana cultivation ordinances in effect by March 1, 2016, or face State pre-emption. This new law also states that a city is not limited or prevented from exercising its police power authority. Because it is an Urgency Ordinance, AB 21 becomes effective immediately, which eliminates the March 1, 2016 deadline.

To follow through with the City Council-adopted Urgency Ordinance No. 16-2053, staff initiated the process for the Zoning Code Amendment ZCA 16-001. On February 9, 2016, the Planning Commission conducted a public hearing to consider the proposed Zoning Code Amendment. There were no written or verbal comments received before or at the hearing regarding the proposed code amendment. After the close of the public hearing, the Planning Commission unanimously voted (5-0-0) to recommend approval of the Zoning Code amendment to the City Council. Attached for City Council reference is the February 9, 2016, Planning Commission staff report as Attachment B.

DISCUSSION

In 2013, the City prohibited medical marijuana dispensaries from operating in the City. In August 2015, the City amended the definition of “medical marijuana dispensary” to clarify that “cultivation of marijuana” is prohibited. The current definition of a medical marijuana dispensary (CMC Section 17.04.414.5.) is as follows:

“A ‘medical marijuana dispensary’ means any facility, structure, vehicle, residence or location, including any clinic, cooperative, club, store, business or group, which is used in full or in part to dispense, sell, provide, store, cultivate, trade, exchange, barter, transport, deliver, or in any way make available or arrange the dispensation, sale, provision, storage, cultivation, trade, exchange, barter, transport or delivery, of medical marijuana to any person, firm, business, corporation, association, club, society, or other organization or any owner, manager, proprietor, employee, volunteer, or salesperson thereof, whether such facility, location or delivery service is independent from or affiliated with any fixed facility or location in the city, where medical marijuana is made available to, distributed by, sold or supplied to one or more of the following: *(1) more than a single qualified patient, (2) more than a single person with an identification card, or (3) more than a single primary caregiver.*”

The current definition exempts from the prohibition individual users who cultivate for personal use, as indicted in italics above. Although the new law, AB 21 eliminated the March 1, 2016, deadline, staff believes there is a need to amend CMC Section 17.04.414.5 to remove the exemptions and expressly prohibit medical marijuana cultivation anywhere in the City by any person. The exemptions shown in italics above are proposed to be removed from the definition of “medical marijuana dispensary” and as shown in Attachment D, Proposed Ordinance No. 16-2054.

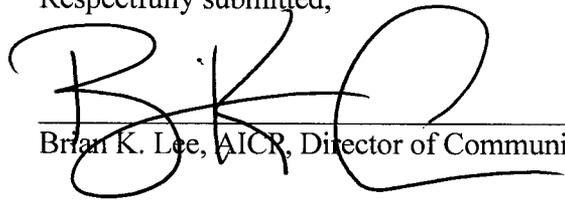
FISCAL IMPACT

There is no fiscal impact.

ENVIRONMENTAL DETERMINATION

The proposed Zoning Code Amendment is not subject to the California Environmental Quality Act ("CEQA") because a) pursuant to Section 15060(c)(2) of the CEQA Guidelines (California Code of Regulations, Title 14, Chapter 3), the activity, which involves amending the City’s regulations to remove exceptions listed in the medical marijuana dispensary definition, will not result in a direct or reasonably foreseeable indirect physical change in the environment; b) pursuant to Guidelines Section 15060(c)(3), the activity is not a project; and c) as defined in Section 15378 of the CEQA Guidelines, the proposed Zoning Code Amendment is not a “project” for purposes of CEQA because it would not have a potential for resulting in physical change to the environment, directly or indirectly.

Respectfully submitted,



Brian K. Lee, AICR, Director of Community Development

ATTACHMENTS:

- A. Urgency Ordinance No. 16-2053
- B. February 9, 2016 Planning Commission Staff Report and Minutes
- C. Planning Commission Resolution No. 16-004 PC recommending approval to City Council
- D. Assembly Bill 21
- E. Ordinance No. 16-2054

Attachment A
ORDINANCE NO. 16-2053

AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA AMENDING CHAPTER 17.04 OF THE COVINA MUNICIPAL CODE TO EXPRESSLY PROHIBIT CULTIVATION OF MEDICAL MARIJUANA, INCLUDING CULTIVATION BY QUALIFIED PATIENTS, PRIMARY CAREGIVERS, AND PERSONS WITH IDENTIFICATION CARDS

THE CITY COUNCIL OF THE CITY OF COVINA DOES HEREBY ORDAIN AS FOLLOWS:

WHEREAS, in 1996, the voters of the State of California approved Proposition 215 (codified as California Health and Safety Code § 11362.5, and entitled “The Compassionate Use Act of 1996” (“CUA”)).

WHEREAS, in 2004, the Legislature enacted Senate Bill 420 (codified as California Health and Safety Code § 11362.7, *et seq.*, and referred to herein as the “Medical Marijuana Program” or “MMP”) to clarify the scope of Proposition 215 and to provide qualified patients and primary caregivers who collectively or cooperatively cultivate marijuana for medical purposes with a limited defense to certain specified State criminal statutes. Assembly Bill 2650 (2010) and Assembly Bill 1300 (2011) amended the Medical Marijuana Program to expressly recognize the authority of cities and counties to “[a]dopt local ordinances that regulate the location, operation, or establishment of a medical marijuana cooperative or collective” and to civilly and criminally enforce such ordinances.

WHEREAS, in *City of Riverside v. Inland Empire Patients Health and Wellness Center, Inc.* (2013) 56 Cal.4th 729, the California Supreme Court held that “[n]othing in the CUA or the MMP expressly or impliedly limits the inherent authority of a local jurisdiction, by its own ordinances, to regulate the use of its land. . .”

WHEREAS, in *Browne v. County of Tehama* (2013) 213 Cal.App.4th 704, the California Court of Appeal found that the CUA does not confer a right to cultivate marijuana and that an ordinance limiting the number of medical marijuana plants that may be grown outside, precluding marijuana cultivation within 1000 feet of schools, parks and churches, and requiring that an opaque fence of at least six feet to be installed around all marijuana grows was not preempted by state law. Further, in *Maral v. City of Live Oak* (2013) 221 Cal.App.4th 975, the Court of Appeal held that the CUA and the MMP do not preempt a city’s police power to completely prohibit the cultivation of all marijuana within that city because “there is no right – and certainly no constitutional right – to cultivate medical marijuana. . .”

WHEREAS, the Federal Controlled Substances Act, 21 U.S.C. § 801, *et seq.*, classifies marijuana as a Schedule 1 Drug, which is defined as a drug or other substance that has a high potential for abuse, that has no currently accepted medical use in treatment in the United States, and that has not been accepted as safe for use under medical supervision. The Federal Controlled Substances Act makes it unlawful under federal law for any person to cultivate, manufacture, distribute or dispense, or possess with intent to manufacture, distribute or dispense, marijuana.

Ordinance No. 16-2053

WHEREAS, on October 9, 2015, Governor Brown signed the Medical Marijuana Regulation Act (“MMRSA”) into law which is comprised of three related bills: Assembly Bill No. 243, Assembly Bill No. 266, and Senate Bill 643. The MMRSA establishes a State licensing scheme for commercial medical marijuana uses while protecting local control by requiring that all such businesses must have a local license or permit to operate in addition to a State license. The MMRSA expressly allows local governments to enact ordinances prohibiting the cultivation of medical marijuana. The MMRSA requires that a City prohibit cultivation uses by March 1, 2016 either expressly or otherwise under the principles of permissive zoning, or the State will become the sole licensing authority for the cultivation of medical marijuana.

WHEREAS, Covina Municipal Code Section 17.60.025 currently prohibits medical marijuana dispensaries in all zones of the City. Covina Municipal Code Section 17.04.414.5 defines a medical marijuana dispensary as “any facility, structure, vehicle, residence or location, including any clinic, cooperative, club, store, business or group, which is used in full or in part to dispense, sell, provide, store, cultivate, trade, exchange, barter, transport, deliver, or in any way make available or arrange the dispensation, sale, provision, storage, cultivation, trade, exchange, barter, transport or delivery, of medical marijuana to any person, firm, business, corporation, association, club, society, or other organization or any owner, manager, proprietor, employee, volunteer, or salesperson thereof, whether such facility, location or delivery service is independent from or affiliated with any fixed facility or location in the city, where medical marijuana is made available to, distributed by, sold or supplied to one or more of the following: (1) more than a single qualified patient, (2) more than a single person with an identification card, or (3) more than a single primary caregiver.” The City wishes to amend Covina Municipal Code Section 17.04.414.5 to expressly prohibit all cultivation of medical marijuana, including for personal medical use.

WHEREAS, as recognized by the Attorney General’s August 2008 Guidelines for the Security and Non-Diversion of Marijuana Grown for Medical Use, marijuana cultivation or other concentration of marijuana in any location or premises without adequate security, increases the risk that surrounding homes or businesses may be negatively impacted by nuisance activity such as loitering or crime. The limited immunity from specified state marijuana laws provided by the CUA, MMP and the MMRSA does not confer a land use right or the right to create or maintain a public nuisance.

WHEREAS, the prohibition on the cultivation of medical marijuana will preserve and protect the public health, safety and welfare. The justification for banning marijuana cultivation pursuant to the City’s police power includes, without limitation: (1) the increased risk to public safety, based on the value of marijuana plants and the accompanying threat of break-ins, robbery and theft, and attendant violence and injury; (2) the strong “skunk like” malodorous fumes emitted from mature plants that can interfere with the use and enjoyment of neighboring properties by their occupants; and (3) the risk of electrical fire hazards caused by medical marijuana cultivation.

WHEREAS, criminal activity is often associated with medical marijuana cultivation. As marijuana plants begin to flower, and for a period of two months or more, the plants produce a strong, unique odor, offensive to many people, and detectable far beyond property boundaries if grown outdoors. Aside from being offensive, this odor can have the effect of encouraging theft

Ordinance No. 16-2053

by alerting persons to the location of the valuable plants, and creating a risk of burglary, robbery or armed robbery of the plants and creating the potential for violent acts related to such criminal activity.

WHEREAS, indoor cultivation of marijuana, often unattended, has potential to cause harm to persons and property in that the use of high wattage grow lights and excessive use of electricity increases the risk of fire which presents a distinct risk of harm to the building and its occupants. Buildings where marijuana is cultivated are often illegally wired and have overloaded electrical systems that result in fires. In 2015 alone, there were a number of reported incidents of indoor marijuana cultivation sites causing fires. On February 9, 2015, there was a fire in a residence in Sacramento that was caused by the indoor cultivation of marijuana. On February 19, 2015, there was an electrical fire in Arcadia caused by an indoor marijuana cultivation operation. On April 24, 2015, there was an explosion in a Silver Lake home that leveled the house and destroyed several cars that was caused by an indoor marijuana cultivation operation. In May 2015, a fire erupted in a commercial building in Sun Valley that was caused by indoor marijuana grow house. In that same month, there was a fire in an Elk Grove home caused by an overheated, illegal electrical power connection used to power an indoor marijuana grow house. In June 2015, there was a fire in a Sacramento residence caused by an indoor marijuana grow house. In July 2015, there was a fire in a Baldwin Park home caused by grow house. In September 2015, there was a fire in the garage of a Sun Valley residences that was caused by an indoor marijuana grow house. On October 23, 2015, there was a fire in a Rialto home that was caused by an indoor marijuana grow, started by an electrical panel that burst. Finally, in October 24, 2015 in Covina, a light industrial property was consumed by fire caused by the illegal electrical hook up of an indoor marijuana facility.

WHEREAS, based on the foregoing, the City Council finds that in order to more fully protect the public health, safety and welfare, prohibiting all cultivation of medical marijuana is proper and necessary to avoid the risks of criminal activity, degradation of the natural environment, noxious smells and indoor electrical fire hazards that may result from such activities.

WHEREAS the City is committed to the efficient and effective use of limited regulatory, investigatory, and prosecutorial resources, and the cultivation of medical marijuana in the City would require the City to use its limited resources to regulate and prevent potentially negative outcomes of cultivation and commercial medical marijuana activity.

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

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. The City has initiated an amendment to the Covina Municipal Code to remove the exemptions for individual users who cultivate marijuana for personal use in all zones in the City (“Code Amendment”). Since 2008, the City has prohibited medical marijuana dispensaries from operating in the City. The City’s municipal code currently prohibits medical marijuana cultivation, but exempts individual users who cultivate for personal use. The City

now wishes to remove these exemptions and expressly prohibit medical marijuana cultivation anywhere in the City.

SECTION 2. Urgency Declaration. Based upon the findings above, the City Council finds that this urgency ordinance is necessary for the immediate preservation of the public health, safety and welfare. The City Council finds and determines that the immediate preservation of the public health, safety and welfare requires that this Ordinance be enacted as an urgency ordinance pursuant to Government Code Section 36937(b) and take effect immediately upon adoption. Pursuant to state law, the City must adopt a land use regulation expressly prohibiting the cultivation of medical marijuana that is in effect by March 1, 2016, or the State will become the sole licensing authority for the cultivation of medical marijuana. Further, the urgency ordinance must be adopted and must become effective immediately in order to protect City residents from imminent harm due to the risk of fires associated with the cultivation of medical marijuana. Therefore, this Ordinance is necessary for the immediate preservation of the public peace, health, safety and welfare and its urgency is hereby declared.

SECTION 3. CEQA. Pursuant to the California Environmental Quality Act (“CEQA”), and the City’s local CEQA Guidelines, staff has determined that the proposed Code Amendment is exempt from the requirements of CEQA. It can be seen with certainty that there is no possibility that the adoption of the Code Amendment, and the zoning provisions established hereby, may have a significant effect on the environment, because the Code Amendment will only impose greater limitations on uses allowed in the City, and will thereby serve to eliminate potentially significant adverse environmental impacts. The City Council has reviewed the staff’s determination of exemption and based on its own independent judgment, concurs in staff’s determination that the proposed Code Amendment is exempt from CEQA. The adoption of the Code Amendment is therefore not subject to CEQA review pursuant to Title 14, Chapter 3, Section 15061(b)(3) of the California Code of Regulations. A Notice of Exemption will be prepared.

SECTION 4. Section 17.04.414.5 of Chapter 17.04 (Definitions and Standards) of Title 17 (Zoning) of the Covina Municipal Code is hereby amended to read as follows:

“A. A “medical marijuana dispensary” means any means any facility, structure, vehicle, residence or location, including any clinic, cooperative, club, store, business or group, which is used in full or in part to dispense, sell, provide, store, cultivate, trade, exchange, barter, transport, deliver, or in any way make available or arrange the dispensation, sale, provision, storage, cultivation, trade, exchange, barter, transport or delivery, of medical marijuana to any person, firm, business, corporation, association, club, society, or other organization or any owner, manager, proprietor, employee, volunteer, or salesperson thereof, whether such facility, location or delivery service is independent from or affiliated with any fixed facility or location in the city, where medical marijuana is made available to, distributed by, sold or supplied.

B. All terms used in this definition of medical marijuana dispensary, including but not limited to “medical marijuana” shall be as defined in California Health and Safety Code Section 11362.5 *et seq.* and Business and Professions Code Section 19300.5.”

SECTION 5. Severability. If any sentence, clause, or phrase of this Ordinance is for any reason held to be unconstitutional or otherwise invalid, such decision shall not affect the Ordinance No. 16-2053

validity of the remaining provisions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance and each sentence, clause or phrase thereof irrespective of the fact that any one or more sentences, clauses or phrases be declared unconstitutional or otherwise invalid.

SECTION 6. Savings Clause. Neither the adoption of this Ordinance nor the repeal or amendment by this Ordinance of any ordinance or part or portion of any ordinance previously in effect in the City or within the territory comprising the City, shall in any manner affect the prosecution for the violation of any ordinance, which violation was committed prior to the effective date of this Ordinance, nor be construed as a waiver of any license, fee or penalty or the penal provisions applicable to any violation of such ordinances.

SECTION 7. Effective Date. This Ordinance is adopted as an urgency ordinance for the immediate preservation of the public peace, health and safety within the meaning of Government Code section 36937(b), and therefore shall be passed immediately upon its introduction and shall become effective immediately upon its adoption by a minimum 4/5 vote of the City Council.

SECTION 8. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unenforceable by a court of competent jurisdiction, the remaining portions of this Ordinance shall nonetheless remain in full force and effect. The people of the City of Covina hereby declare that they would have adopted each section, subsection, sentence, clause, phrase, or portion of this Ordinance, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions of this Ordinance be declared invalid or unenforceable.

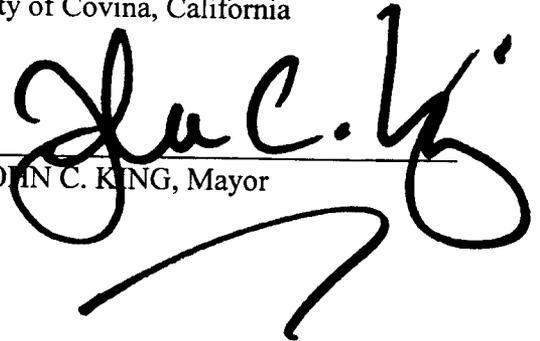
SECTION 9. The City Clerk shall certify to the passage of this ordinance and shall cause the same to be entered in the book of original ordinances of said City; shall make a minute passage and adoption thereof in the records of the meeting at which time the same is passed and adopted; and shall, within fifteen (15) days after the passage and adoption thereof, cause the same to be published as required by law, in a local weekly newspaper of general circulation and which is hereby designated for that purpose.

PASSED, APPROVED and ADOPTED this 19th day of January 2016.

City of Covina, California

BY: _____

JOHN C. KING, Mayor



ATTEST:

Sharon F. Clark
SHARON F. CLARK, Chief Deputy City Clerk

APPROVED AS TO FORM:

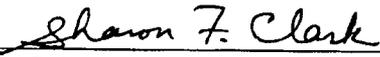
Candice K. Lee
CANDICE K. LEE, City Attorney

CERTIFICATION

I, Sharon F. Clark, Chief Deputy City Clerk of the City of Covina, California, DO HEREBY CERTIFY that Urgency Ordinance No. 16-2053 was duly approved and adopted at a regular meeting of the City Council on the 19th day of January 2016, by the following vote:

AYES: COUNCIL MEMBERS: ALLEN, DELACH, KING, MARQUEZ, STAPLETON
NOES: COUNCIL MEMBERS: NONE
ABSENT: COUNCIL MEMBERS: NONE
ABSTAIN: COUNCIL MEMBERS: NONE

Dated: January 20, 2016



SHARON F. CLARK, Chief Deputy City Clerk



CITY OF COVINA

PLANNING COMMISSION AGENDA REPORT ITEM NUMBER CPH1 February 9, 2016

TO: Chairman and Members of the Planning Commission

FROM: Brian K. Lee, AICP, Director of Community Development

SUBJECT: **City Initiated Application ZCA 16-001, a Zoning Code Amendment prohibiting the cultivation of marijuana in all zones in the City, including the cultivation by qualified patients, primary caregivers and persons with identification cards**

BACKGROUND:

In 1996, the voters of the State of California approved Proposition 215 entitled “The Compassionate Use Act of 1996” (“CUA”) to enable seriously ill Californians, under the care of a physician, to legally possess, use, and cultivate marijuana for medical use under state law. In 2003, the California Legislature adopted SB 420 entitled the Medical Marijuana Program (“MMP”) which permits qualified patients and their primary caregivers to associate collectively or cooperatively to cultivate marijuana for medical purposes without being subject to criminal prosecution under the California Penal Code. Neither the CUA nor the MMP require or impose an affirmative duty or mandate upon a local government to allow, authorize, or sanction the establishment of facilities that cultivate medical marijuana within its jurisdiction. Under the Federal Controlled Substances Act, the use, possession, and cultivation of marijuana are unlawful and subject to federal prosecution without regard to a claimed medical need.

Governor Brown recently signed into law the Medical Marijuana Regulation and Safety Act (“MMRSA”) which is comprised of three related bills: AB 243, AB 266, and SB 643. The MMRSA establishes licensing requirements for the cultivation, distribution, and transportation of medical marijuana, safety and testing standards for medical marijuana and medical marijuana products, and regulates the physicians who recommend or prescribe medical marijuana to patients. The MMRSA contains statutory provisions that allow local governments to maintain local control over medical marijuana and does not require a city to allow medical marijuana activity within its borders.

The MMRSA provides that the State Department of Food and Agriculture will be the sole licensing authority for medical marijuana cultivation applications effective March 1, 2016, if a city does not have a land use regulation in place regulating or prohibiting the cultivation of marijuana, either expressly or otherwise under the principles of permissive zoning, or if a city chooses not to administer a conditional use permit program.

The deadline of March 1, 2016 does not give the city sufficient time to go through the regular process for adopting a zoning ordinance to establish land use control regulating or prohibiting the cultivation of marijuana without any exemptions. As such, the City Council on January 19, 2016, adopted Urgency Ordinance No. 16-2053 (Attachment No. 1), prohibiting the cultivation of marijuana in all zones in the

city, including the cultivation by qualified patients, primary caregivers and persons with identification cards. The Urgency Ordinance took effective immediately on January 19, 2016, while staff initiated the process for the Zoning Code Amendment.

ANALYSIS

In 2013, the City prohibited medical marijuana dispensaries from operating in the City. In August 2015, the City amended the definition of “medical marijuana dispensary” to clarify that “cultivation of marijuana” is prohibited. The current definition of medical marijuana dispensary (CMC Section 17.04.414.5.) is as follows:

“A ‘medical marijuana dispensary’ means any facility, structure, vehicle, residence or location, including any clinic, cooperative, club, store, business or group, which is used in full or in part to dispense, sell, provide, store, cultivate, trade, exchange, barter, transport, deliver, or in any way make available or arrange the dispensation, sale, provision, storage, cultivation, trade, exchange, barter, transport or delivery, of medical marijuana to any person, firm, business, corporation, association, club, society, or other organization or any owner, manager, proprietor, employee, volunteer, or salesperson thereof, whether such facility, location or delivery service is independent from or affiliated with any fixed facility or location in the city, where medical marijuana is made available to, distributed by, sold or supplied to one or more of the following: *(1) more than a single qualified patient, (2) more than a single person with an identification card, or (3) more than a single primary caregiver.*”

The current definition exempts from the prohibition individual users who cultivate for personal use, as indicted in italics above. Because of the March 1, 2016 deadline imposed under the MMRSA related to local agencies’ authority to regulate or prohibit cultivation, staff believes there is an urgency to amend CMC Section 17.04.414.5 to remove the exemptions and expressly prohibit medical marijuana cultivation anywhere in the City by any person. The exemptions shown in italics above are proposed to be removed from the definition of “medical marijuana dispensary.” The proposed Zoning Code Amendment is attached to this staff report as Attachment No. 3.

ZONING CODE AMENDMENT FINDINGS OF FACT:

Staff recommends that the Planning Commission make the following findings recommending approval to the City Council of the proposed Zoning Code Amendment.

1. The Zoning Code Amendment is necessary for the immediate preservation of the public peace, health or safety. The justification for prohibiting marijuana cultivation by all persons in the City pursuant to the City’s police power includes, without limitation: 1) the increased risk to public safety, based on the value of marijuana plants and the accompanying threat of break-ins, robbery and theft, and attendant violence and injury; 2) the strong “skunk like” malodorous fumes emitted from mature plants that can interfere with the use and enjoyment of neighboring properties by their occupants; and 3) the risk of electrical fire hazards caused by medical marijuana cultivation.

Criminal activity is often associated with medical marijuana cultivation. As marijuana plants begin to flower, and for a period of two months or more, the plants produce a strong, unique odor, offensive to many people, and detectable far beyond property boundaries if grown outdoors. This odor can have the effect of encouraging theft by alerting persons to the location of the valuable

plants, and creating a risk of burglary, robbery or armed robbery of the plants and creating the potential for violent acts related to such criminal activity.

Furthermore, indoor cultivation of marijuana, often unattended, has potential to cause harm to persons and property in that the use of high wattage grow lights and excessive use of electricity increases the risk of fire, which presents a distinct risk of harm to the building and its occupants. Buildings where marijuana is cultivated are often illegally wired and have overloaded electrical systems that result in fires. In 2015 alone, there were a number of reported incidents of indoor marijuana cultivation sites causing fires. On February 9, 2015, there was a fire in a residence in Sacramento that was caused by the indoor cultivation of marijuana. On February 19, 2015, there was an electrical fire in Arcadia caused by an indoor marijuana cultivation operation. On April 24, 2015, there was an explosion in a Silver Lake home that leveled the house and destroyed several cars that was caused by an indoor marijuana cultivation operation. In May 2015, a fire erupted in a commercial building in Sun Valley that was caused by indoor marijuana grow house. In that same month, there was a fire in an Elk Grove home caused by an overheated illegal electrical power connection used to power an indoor marijuana grow house. In June 2015, there was a fire in a Sacramento residence caused by an indoor marijuana grow house. In July 2015, there was a fire in a Baldwin Park home caused by grow house. In September 2015, there was a fire in the garage of a Sun Valley residences that was caused by an indoor marijuana grow house. On October 23, 2015, there was a fire in a Rialto home that was caused by an indoor marijuana grow, started by an electrical panel that burst. Finally, on October 24, 2015 in Covina, a light industrial property was consumed by fire caused by the illegal electrical hook up of an indoor marijuana facility.

2. This Zoning Code Amendment will allow for more clarity regarding the prohibition of medical marijuana cultivation and other related uses, with no exceptions, without adversely affecting the public health, safety, or welfare, and may bolster the vitality in and around many commercial centers because some California cities that have permitted the establishment of businesses, facilities or persons cultivating, selling or distributing medical marijuana have witnessed an increase in crime, such as burglaries, robberies, and sales of illegal drugs in the areas immediately surrounding such dispensaries, as shown in studies and reports from the California Chiefs of Police Association, the Riverside County District Attorney's Office, the City of Rocklin, and reports of various news agencies.
3. The approval of this Zoning Code Amendment is consistent with the City of Covina General Plan because:
 - a. It will discourage illogical, conflicting, or peculiar land use arrangements or land use configurations or uses that could lead to blight and deterioration or induce unlawful or criminal activity, and discourage the excessive continuation of "major" nonconforming uses (Land Use Element General Land Use Policy No. a.8); and
 - b. It will assist with reducing crime to persons and property by alleviating the underlying causes of and opportunities for offenses through physical design, City programs, and community development and neighborhood preservation activities (Safety Element Policy Area 5, Policy No. aa).

PUBLIC HEARING NOTICE AND NOTIFICATION:

The public hearing notice was published in the San Gabriel Valley Examiner newspaper on January 21, 2016.

ENVIRONMENTAL DETERMINATION:

The proposed Zoning Code Amendment is not subject to the California Environmental Quality Act ("CEQA") because a) pursuant to Section 15060(c)(2) of the CEQA Guidelines (California Code of Regulations, Title 14, Chapter 3), the activity, which involves amending the City's regulations to remove exceptions listed in the medical marijuana dispensary definition, will not result in a direct or reasonably foreseeable indirect physical change in the environment; b) pursuant to Guidelines Section 15060(c)(3), the activity is not a project; and c) as defined in Section 15378 of the CEQA Guidelines, the proposed Zoning Code Amendment is not a "project" for purposes of CEQA because it would not have a potential for resulting in physical change to the environment, directly or indirectly.

RECOMMENDATION:

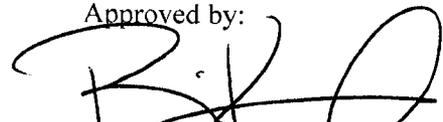
Staff recommends that the Planning Commission conduct a public hearing to consider the proposed Zoning Code Amendment and, by motion, recommend approval of the proposed amendment to the City Council by adopting Planning Commission Resolution No. 2016-004 PC (Attachment No. 2).

Prepared by:



Nancy Fong, AICP
Community Development Consultant

Approved by:



Brian K. Lee, AICP
Director of Community Development

EXHIBIT:

1. Urgency Ordinance No. 16-2053
2. Resolution No. 2016-004 PC recommending approval of the Zoning Code Amendment ZCA 16-001 to the City Council with Attachment A - Proposed Ordinance

Attachment C

RESOLUTION NO. 2016-004 PC

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF COVINA RECOMMENDING THAT THE CITY COUNCIL OF THE CITY OF COVINA ADOPT ORDINANCE NO. 16-____, AMENDING SECTION 17.04.414.5 (MEDICAL MARIJUANA DISPENSARY) OF CHAPTER 17.04 (DEFINITIONS AND STANDARDS) OF TITLE 17 (ZONING) OF THE COVINA MUNICIPAL CODE TO PROHIBIT THE CULTIVATION OF MEDICAL MARIJUANA IN ALL ZONES IN THE CITY, INCLUDING CULTIVATION BY QUALIFIED PATIENTS, PRIMARY CAREGIVERS AND PERSONS WITH IDENTIFICATION CARDS, AND MAKE A DETERMINATION OF EXEMPTION UNDER CEQA

WHEREAS, California Government Code, Section 65800 *et seq.* authorizes the adoption and administration of zoning laws, ordinances, rules and regulations by cities as a means of implementing the General Plan; and

WHEREAS, City staff has prepared proposed Ordinance No. 16-____, which would amend Section 17.04.414.5 (“Medical Marijuana Dispensary”) of Chapter 17.04 (“Definitions and Standards”) of Title 17 (“Zoning”) of the Covina Municipal Code amending the definition of “medical marijuana dispensary” to clarify that “cultivation” of medical marijuana is prohibited by all persons in the City; and

WHEREAS, the Planning Commission has carefully considered all pertinent testimony and the staff report presented during a duly noticed public hearing on February 9, 2016, concerning proposed Ordinance No. 16-____.

NOW, THEREFORE, THE PLANNING COMMISSION OF THE CITY OF COVINA DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. Community Development Department staff has determined that the proposed Zoning Code Amendment is not subject to the California Environmental Quality Act (“CEQA”) because a) pursuant to Section 15060(c)(2) of the CEQA Guidelines (California Code of Regulations, Title 14, Chapter 3), the activity, which involves amending the City’s regulations to remove exceptions listed in the medical marijuana dispensary definition, will not result in a direct or reasonably foreseeable indirect physical change in the environment; b) pursuant to Guidelines Section 15060(c)(3), the activity is not a project; and c) as defined in Section 15378 of the CEQA Guidelines, the proposed Zoning Code Amendment is not a “project” for purposes of CEQA because it would not have a potential for resulting in physical change to the environment, directly or indirectly. The Planning Commission has reviewed the Community Development Department staff’s determination of exemption, and recommends that the City Council, based on its own independent judgment, concur in staff’s determination that the proposed Zoning Code Amendment is exempt from CEQA.

SECTION 2. Based on the evidence in the record, the Planning Commission recommends that the City Council of the City of Covina find that the proposed Zoning Code Amendment is necessary for the immediate preservation of the public peace, health or safety.

The justification for prohibiting medical marijuana cultivation by all persons in the City pursuant to the City's police power includes, without limitation: 1) the increased risk to public safety, based on the value of marijuana plants and the accompanying threat of break-ins, robbery and theft, and attendant violence and injury; 2) the strong "skunk like" malodorous fumes emitted from mature plants that can interfere with the use and enjoyment of neighboring properties by their occupants; and 3) the risk of electrical fire hazards caused by medical marijuana cultivation.

Criminal activity is often associated with medical marijuana cultivation. As marijuana plants begin to flower, and for a period of two months or more, the plants produce a strong, unique odor, offensive to many people, and detectable far beyond property boundaries if grown outdoors. This odor can have the effect of encouraging theft by alerting persons to the location of the valuable plants, and creating a risk of burglary, robbery or armed robbery of the plants and creating the potential for violent acts related to such criminal activity.

Furthermore, indoor cultivation of marijuana, often unattended, has potential to cause harm to persons and property in that the use of high wattage grow lights and excessive use of electricity increases the risk of fire, which presents a distinct risk of harm to the building and its occupants. Buildings where marijuana is cultivated are often illegally wired and have overloaded electrical systems that result in fires. In 2015 alone, there were a number of reported incidents of indoor marijuana cultivation sites causing fires. On February 9, 2015, there was a fire in a residence in Sacramento that was caused by the indoor cultivation of marijuana. On February 19, 2015, there was an electrical fire in Arcadia caused by an indoor marijuana cultivation operation. On April 24, 2015, there was an explosion in a Silver Lake home that leveled the house and destroyed several cars that was caused by an indoor marijuana cultivation operation. In May 2015, a fire erupted in a commercial building in Sun Valley that was caused by indoor marijuana grow house. In that same month, there was a fire in an Elk Grove home caused by an overheated illegal electrical power connection used to power an indoor marijuana grow house. In June 2015, there was a fire in a Sacramento residence caused by an indoor marijuana grow house. In July 2015, there was a fire in a Baldwin Park home caused by grow house. In September 2015, there was a fire in the garage of a Sun Valley residences that was caused by an indoor marijuana grow house. On October 23, 2015, there was a fire in a Rialto home that was caused by an indoor marijuana grow, started by an electrical panel that burst. Finally, on October 24, 2015 in Covina, a light industrial property was consumed by fire caused by the illegal electrical hook up of an indoor marijuana facility.

SECTION 3. Based on the evidence in the record, the Planning Commission also recommends that the City Council of the City of Covina find that the proposed Zoning Code Amendment will allow for more clarity regarding the prohibition of medical marijuana cultivation and other related uses, with no exceptions, without adversely affecting the public health, safety, or welfare, and may bolster the vitality in and around many commercial centers because some California cities that have permitted the establishment of businesses, facilities or persons cultivating, selling or distributing medical marijuana have witnessed an increase in crime, such as burglaries, robberies, and sales of illegal drugs in the areas immediately surrounding such dispensaries, as shown in studies and reports from the California Chiefs of

Police Association, the Riverside County District Attorney's Office, the City of Rocklin, and reports of various news agencies.

SECTION 4. Based on the evidence in the record, the Planning Commission also recommends that the City Council of the City of Covina find that the proposed Zoning Code Amendment is consistent with the City of Covina General Plan because:

It will discourage illogical, conflicting, or peculiar land use arrangements or land use configurations or uses that could lead to blight and deterioration or induce unlawful or criminal activity, and discourage the excessive continuation of "major" nonconforming uses (Land Use Element General Land Use Policy No. a.8); and

It will assist with reducing crime to persons and property by alleviating the underlying causes of and opportunities for offenses through physical design, City programs, and community development and neighborhood preservation activities (Safety Element Policy Area 5, Policy No. aa).

SECTION 5. Based on the entire record before the Planning Commission, all written and oral evidence presented to the Planning Commission, and the findings made in Sections 1 through 4 of this Resolution, the Planning Commission of the City of Covina hereby recommends that the City Council of the City of Covina adopt proposed Ordinance No. 16-____ entitled:

"AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, AMENDING SECTION 17.04.414.5 (MEDICAL MARIJUANA DISPENSARY) CHAPTER 17.04 (DEFINITIONS AND STANDARDS) OF TITLE 17 (ZONING) OF THE COVINA MUNICIPAL CODE, TO PROHIBIT THE CULTIVATION OF MEDICAL MARIJUANA BY ALL PERSONS IN ALL ZONES IN THE CITY, INCLUDING CULTIVATION BY QUALIFIED PATIENTS, PRIMARY CAREGIVERS AND PERSONS WITH IDENTIFICATION CARDS, AND MAKING A DETERMINATION OF EXEMPTION UNDER CEQA," and introduce for first reading the draft of proposed Ordinance No. 16-____ attached hereto as Attachment "A".

SECTION 6. The Secretary shall certify to the adoption of this Resolution.

APPROVED AND ADOPTED by the members of the Planning Commission of Covina this 9th day of February, 2016.



CHAIRMAN CHARLES HODAPP
CITY OF COVINA PLANNING COMMISSION



Attachment D

Assembly Bill No. 21

CHAPTER 1

An act to amend Section 11362.777 of the Health and Safety Code, relating to medical marijuana, and declaring the urgency thereof, to take effect immediately.

[Approved by Governor February 3, 2016. Filed with
Secretary of State February 3, 2016.]

LEGISLATIVE COUNSEL'S DIGEST

AB 21, Wood. Medical marijuana: cultivation licenses.

Existing law, the Compassionate Use Act of 1996, an initiative measure enacted by the approval of Proposition 215 at the November 5, 1996, statewide general election, authorizes the use of marijuana for medical purposes. Existing law, enacted by the Legislature, provides for the licensing and regulation by both state and local entities of medical marijuana and its cultivation. Existing law provides that if a city, county, or city and county does not have land use regulations or ordinances regulating or prohibiting the cultivation of marijuana, commencing March 1, 2016, the Department of Food and Agriculture is the sole licensing authority for medical marijuana cultivation applicants in that city, county, or city and county.

This bill would delete the provision that grants the department the sole licensing authority under those circumstances.

Existing law exempts certain persons cultivating medical marijuana from the requirement to obtain both a state license from the Department of Food and Agriculture and a license, permit, or other entitlement allowing cultivation from the city, county, or city and county in which the cultivation will occur. Existing law authorizes a city, county, or city and county to regulate or ban the cultivation, storage, manufacture, transport, provision, or other activity by a person otherwise exempt from state regulation, or to enforce that regulation or ban.

This bill would instead provide that an exemption from these licensure requirements does not limit or prevent a city, county, or city and county from exercising its police power authority under a specified provision of the California Constitution.

This bill would declare that it is to take effect immediately as an urgency statute.

The people of the State of California do enact as follows:

SECTION 1. Section 11362.777 of the Health and Safety Code is amended to read:

11362.777. (a) The Department of Food and Agriculture shall establish a Medical Cannabis Cultivation Program to be administered by the secretary and, except as specified in subdivision (c), shall administer this section as it pertains to the cultivation of medical marijuana. For purposes of this section and Chapter 3.5 (commencing with Section 19300) of Division 8 of the Business and Professions Code, medical cannabis is an agricultural product.

(b) (1) A person or entity shall not cultivate medical marijuana without first obtaining both of the following:

(A) A license, permit, or other entitlement, specifically permitting cultivation pursuant to these provisions, from the city, county, or city and county in which the cultivation will occur.

(B) A state license issued by the department pursuant to this section.

(2) A person or entity shall not submit an application for a state license issued by the department pursuant to this section unless that person or entity has received a license, permit, or other entitlement, specifically permitting cultivation pursuant to these provisions, from the city, county, or city and county in which the cultivation will occur.

(3) A person or entity shall not submit an application for a state license issued by the department pursuant to this section if the proposed cultivation of marijuana will violate the provisions of any local ordinance or regulation, or if medical marijuana is prohibited by the city, county, or city and county in which the cultivation is proposed to occur, either expressly or otherwise under principles of permissive zoning.

(c) (1) Except as otherwise specified in this subdivision, and without limiting any other local regulation, a city, county, or city and county, through its current or future land use regulations or ordinance, may issue or deny a permit to cultivate medical marijuana pursuant to this section. A city, county, or city and county may inspect the intended cultivation site for suitability before issuing a permit. After the city, county, or city and county has approved a permit, the applicant shall apply for a state medical marijuana cultivation license from the department. A locally issued cultivation permit shall only become active upon licensing by the department and receiving final local approval. A person shall not cultivate medical marijuana before obtaining both a permit from the city, county, or city and county and a state medical marijuana cultivation license from the department.

(2) A city, county, or city and county that issues or denies conditional licenses to cultivate medical marijuana pursuant to this section shall notify the department in a manner prescribed by the secretary.

(3) A city, county, or city and county's locally issued conditional permit requirements must be at least as stringent as the department's state licensing requirements.

(d) (1) The secretary may prescribe, adopt, and enforce regulations relating to the implementation, administration, and enforcement of this part, including, but not limited to, applicant requirements, collections, reporting, refunds, and appeals.

(2) The secretary may prescribe, adopt, and enforce any emergency regulations as necessary to implement this part. Any emergency regulation prescribed, adopted, or enforced pursuant to this section shall be adopted in accordance with Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2 of the Government Code, and, for purposes of that chapter, including Section 11349.6 of the Government Code, the adoption of the regulation is an emergency and shall be considered by the Office of Administrative Law as necessary for the immediate preservation of the public peace, health and safety, and general welfare.

(3) The secretary may enter into a cooperative agreement with a county agricultural commissioner to carry out the provisions of this chapter, including, but not limited to, administration, investigations, inspections, licensing and assistance pertaining to the cultivation of medical marijuana. Compensation under the cooperative agreement shall be paid from assessments and fees collected and deposited pursuant to this chapter and shall provide reimbursement to the county agricultural commissioner for associated costs.

(e) (1) The department, in consultation with, but not limited to, the Bureau of Medical Marijuana Regulation, the State Water Resources Control Board, and the Department of Fish and Wildlife, shall implement a unique identification program for medical marijuana. In implementing the program, the department shall consider issues, including, but not limited to, water use and environmental impacts. In implementing the program, the department shall ensure that:

(A) Individual and cumulative effects of water diversion and discharge associated with cultivation do not affect the instream flows needed for fish spawning, migration, and rearing, and the flows needed to maintain natural flow variability.

(B) Cultivation will not negatively impact springs, riparian wetlands, and aquatic habitats.

(2) The department shall establish a program for the identification of permitted medical marijuana plants at a cultivation site during the cultivation period. The unique identifier shall be attached at the base of each plant. A unique identifier, such as, but not limited to, a zip tie, shall be issued for each medical marijuana plant.

(A) Unique identifiers will only be issued to those persons appropriately licensed by this section.

(B) Information associated with the assigned unique identifier and licensee shall be included in the trace and track program specified in Section 19335 of the Business and Professions Code.

(C) The department may charge a fee to cover the reasonable costs of issuing the unique identifier and monitoring, tracking, and inspecting each medical marijuana plant.

(D) The department may promulgate regulations to implement this section.

(3) The department shall take adequate steps to establish protections against fraudulent unique identifiers and limit illegal diversion of unique identifiers to unlicensed persons.

(f) (1) A city, county, or city and county that issues or denies licenses to cultivate medical marijuana pursuant to this section shall notify the department in a manner prescribed by the secretary.

(2) Unique identifiers and associated identifying information administered by a city or county shall adhere to the requirements set by the department and be the equivalent to those administered by the department.

(g) This section does not apply to a qualified patient cultivating marijuana pursuant to Section 11362.5 if the area he or she uses to cultivate marijuana does not exceed 100 square feet and he or she cultivates marijuana for his or her personal medical use and does not sell, distribute, donate, or provide marijuana to any other person or entity. This section does not apply to a primary caregiver cultivating marijuana pursuant to Section 11362.5 if the area he or she uses to cultivate marijuana does not exceed 500 square feet and he or she cultivates marijuana exclusively for the personal medical use of no more than five specified qualified patients for whom he or she is the primary caregiver within the meaning of Section 11362.7 and does not receive remuneration for these activities, except for compensation provided in full compliance with subdivision (c) of Section 11362.765. For purposes of this section, the area used to cultivate marijuana shall be measured by the aggregate area of vegetative growth of live marijuana plants on the premises. Exemption from the requirements of this section does not limit or prevent a city, county, or city and county from exercising its police authority under Section 7 of Article XI of the California Constitution.

SEC. 2. This act is an urgency statute necessary for the immediate preservation of the public peace, health, or safety within the meaning of Article IV of the Constitution and shall go into immediate effect. The facts constituting the necessity are:

To allow local governments to protect the health of their citizens by regulating marijuana at the earliest possible date, it is necessary that this act take effect immediately.

ORDINANCE NO. 16-2054

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA AMENDING SECTION 17.04.414.5 (MEDICAL MARIJUANA DISPENSARY) OF CHAPTER 17.04 (DEFINITIONS) OF TITLE 17 (ZONING) OF THE COVINA MUNICIPAL CODE TO PROHIBIT THE CULTIVATION OF MEDICAL MARIJUANA BY ALL PERSONS IN ALL ZONES IN THE CITY, INCLUDING CULTIVATION BY QUALIFIED PATIENTS, PRIMARY CAREGIVERS AND PERSONS WITH IDENTIFICATION CARDS, AND MAKING A DETERMINATION OF EXEMPTION UNDER CEQA

THE CITY COUNCIL OF THE CITY OF COVINA DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. The City has initiated an amendment to the Covina Municipal Code to remove the exemptions for individual users who cultivate marijuana for personal use in all zones in the City (“Code Amendment”). Since 2013, the City has prohibited medical marijuana dispensaries from operating in the City. The City’s municipal code currently prohibits medical marijuana cultivation, but exempts individual users who cultivate for personal use. The City now wishes to remove these exemptions and expressly prohibit medical marijuana cultivation anywhere in the City.

SECTION 2. On February 9, 2016, the Planning Commission conducted a duly noticed public hearing regarding the proposed Code Amendment, and following the receipt of public testimony, closed the hearing and adopted Resolution No. 16-004 PC, recommending that the City Council adopt the proposed Code Amendment prohibiting marijuana cultivation in all zones in the City.

SECTION 3. The proposed Zoning Ordinance Amendment is not subject to the California Environmental Quality Act (“CEQA”) because a) pursuant to Section 15060(c)(2) of the CEQA Guidelines (California Code of Regulations, Title 14, Chapter 3), the activity, which involves amending the City’s regulations to remove the exceptions in the medical marijuana dispensary definition, will not result in a direct or reasonably foreseeable indirect physical change in the environment; b) pursuant to Guidelines Section 15060(c)(3), the activity is not a project; and c) as defined in Section 15378 of the CEQA Guidelines, it would not have a potential for resulting in physical change to the environment, directly or indirectly.

SECTION 4. Section 17.04.414.5 (Medical Marijuana Dispensary) of Chapter 17.04 (Definitions and Standards) of Title 17 (Zoning) of the Covina Municipal Code is hereby amended to read as follows:

“A. A “medical marijuana dispensary” means any means any facility, structure, vehicle, residence or location, including any clinic, cooperative, club, store, business or group, which is used in full or in part to dispense, sell, provide, store, cultivate, trade, exchange, barter, transport, deliver, or in any way make available or arrange the dispensation, sale, provision, storage, cultivation, trade, exchange, barter, transport or delivery, of medical marijuana to any person, firm, business, corporation, association, club, society, or other organization or any

owner, manager, proprietor, employee, volunteer, or salesperson thereof, whether such facility, location or delivery service is independent from or affiliated with any fixed facility or location in the city, where medical marijuana is made available to, distributed by, sold or supplied.

B. All terms used in this definition of medical marijuana dispensary, including but not limited to “medical marijuana” shall be as defined in California Health and Safety Code Section 11362.5 *et seq.* and Business and Professions Code Section 19300.5.”

SECTION 5. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unenforceable by a court of competent jurisdiction, the remaining portions of this Ordinance shall nonetheless remain in full force and effect. The City Council hereby declares that it would have adopted each section, subsection, sentence, clause, phrase, or portion of this Ordinance, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions of this Ordinance be declared invalid or unenforceable.

SECTION 6. Savings Clause. Neither the adoption of this Ordinance nor the repeal or amendment by this Ordinance of any ordinance or part or portion of any ordinance previously in effect in the City or within the territory comprising the City, shall in any manner affect the prosecution for the violation of any ordinance, which violation was committed prior to the effective date of this Ordinance, nor be construed as a waiver of any license, fee or penalty or the penal provisions applicable to any violation of such ordinances.

SECTION 7. Effective Date. This Ordinance shall go into effect and be in full force and effect at 12:01 a.m. on the 31st day after its passage.

SECTION 8. Certification. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause this Ordinance to be published within 15 days after its passage, in accordance with Section 36933 of the Government Code.

PASSED, APPROVED and ADOPTED this 1st day of March, 2016.

City Council of Covina, California

BY: _____

JOHN C. KING, Mayor

ATTEST:

SHARON F. CLARK, Chief Deputy City Clerk

APPROVED AS TO FORM:

CANDICE K. LEE, City Attorney

CERTIFICATION

I, Sharon F. Clark, Chief Deputy City Clerk of the City of Covina, do hereby certify that Ordinance No. 16 -2054 was introduced for first reading at a REGULAR meeting on the 1st day of March, 2016. Thereafter, said Ordinance was duly approved and adopted at a REGULAR meeting of said City Council on the 1st day of March, 2016, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

Dated:

SHARON F. CLARK, Chief Deputy City Clerk

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CITY OF COVINA

AGENDA REPORT

ITEM NO. NB 1

MEETING DATE: March 1, 2016

TITLE: Red-light photo enforcement system contract options.

PRESENTED BY: Kim J. Raney, Chief of Police
John Curley, Police Captain

RECOMMENDATION: Review and discuss the City's red-light photo enforcement system contract and provide direction.

BACKGROUND:

In September 2006, the Council approved the implementation of a Red-Light Photo Enforcement Program, and awarded a five-year agreement to American Traffic Solutions (ATS). ATS began providing red-light photo enforcement services to the City of Covina in April 2007. At that time, the Covina Police Department, with the assistance of ATS, selected three major intersections in the city for red-light photo enforcement. To this date, the program continues to monitor seven approaches contained within these three intersections:

- N/B Azusa Avenue at Cypress Street
- N/B Barranca Avenue at Rowland Street
- E/B Rowland Street at Barranca Avenue
- W/B Rowland Street at Barranca Avenue
- N/B Grand Avenue at Badillo Street
- S/B Grand Avenue at Badillo Street
- E/B Badillo Street at Grand Avenue

The initial 2006 agreement was for five-years with the option of two additional two-year terms. The First Amendment extended the term for two-years (2011-2013). The Second Amendment was approved by Council and extended the term for the final two-years (2014-2016). The contract is due to expire on April 15, 2016.

CITATION ANALYSIS:

The Red Light Camera Program was implemented to enhance traffic safety, reduce traffic collisions related to red light violations, and increase driver awareness. The program has been operational for the past eight-years, which provides a historical perspective on the functionality and success of the system. It appears, based on the citation and collision data, that drivers are getting the message to stop on red lights in Covina. The community's recidivism rate is only seven percent, which means ninety-three percent of all violators who receive a ticket do not commit a second violation. The low rate of repeat behavior, dating from April 2007 through December 2015, indicates a positive change in driver behavior. Refer to Figure #1.

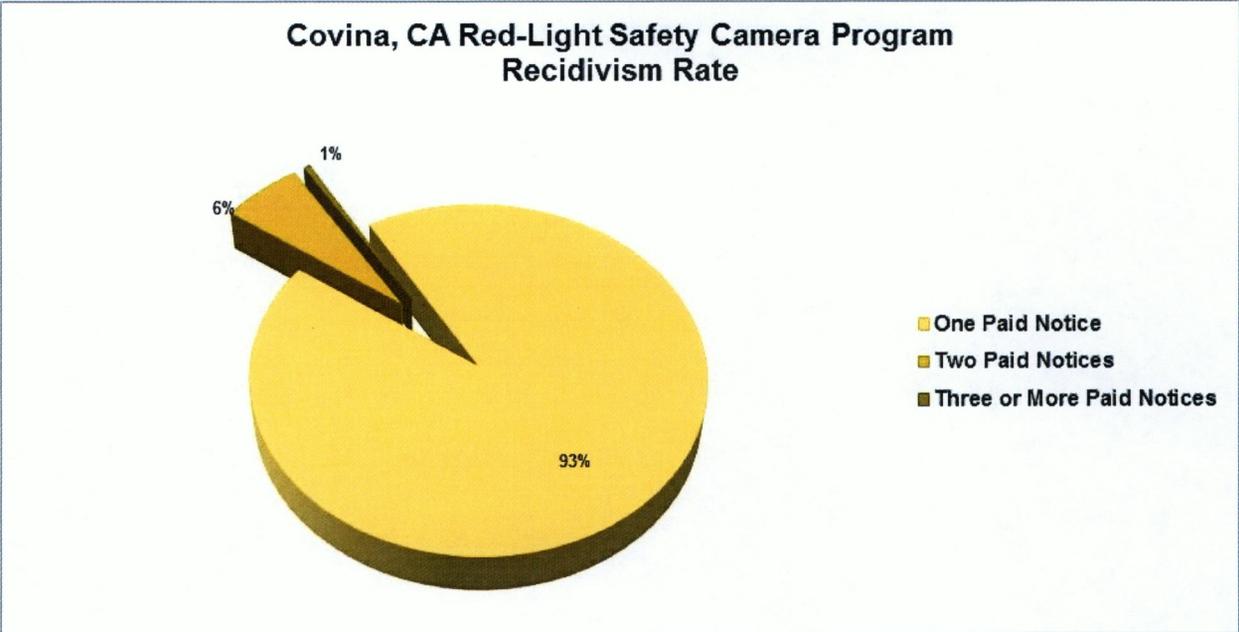


Figure #1

Vehicles registered in Covina are the recipients of twenty-five percent of all violations issued. This includes zip codes 91722, 91723, and 91724; therefore the majority of violators are not city of Covina residents. Refer to Figure #2.

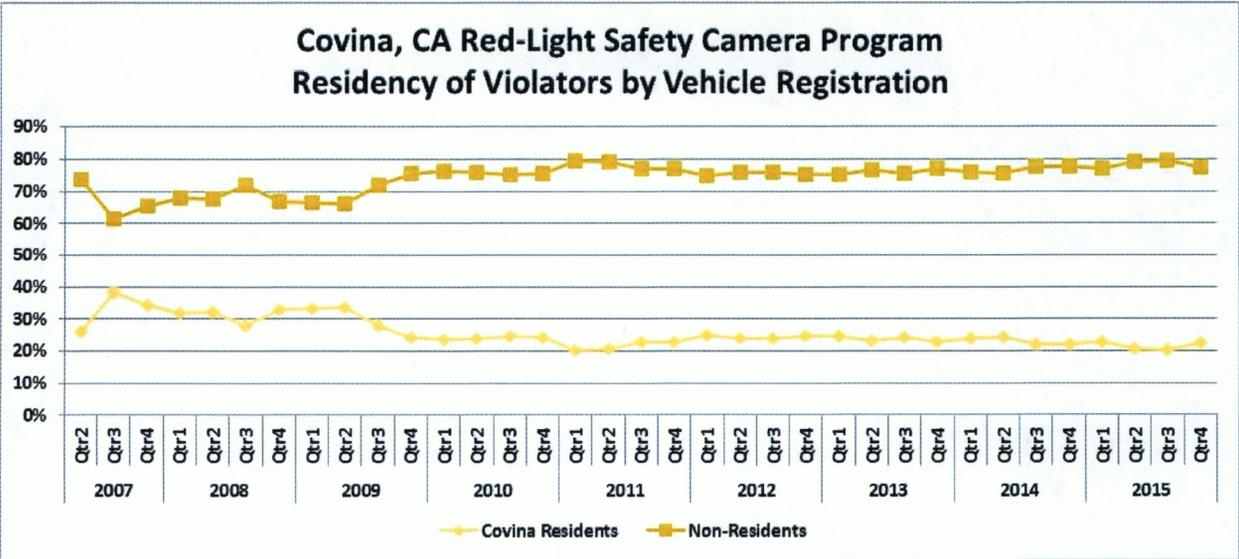


Figure #2

Figure #3 represents the total citations by year from 2007-2015.

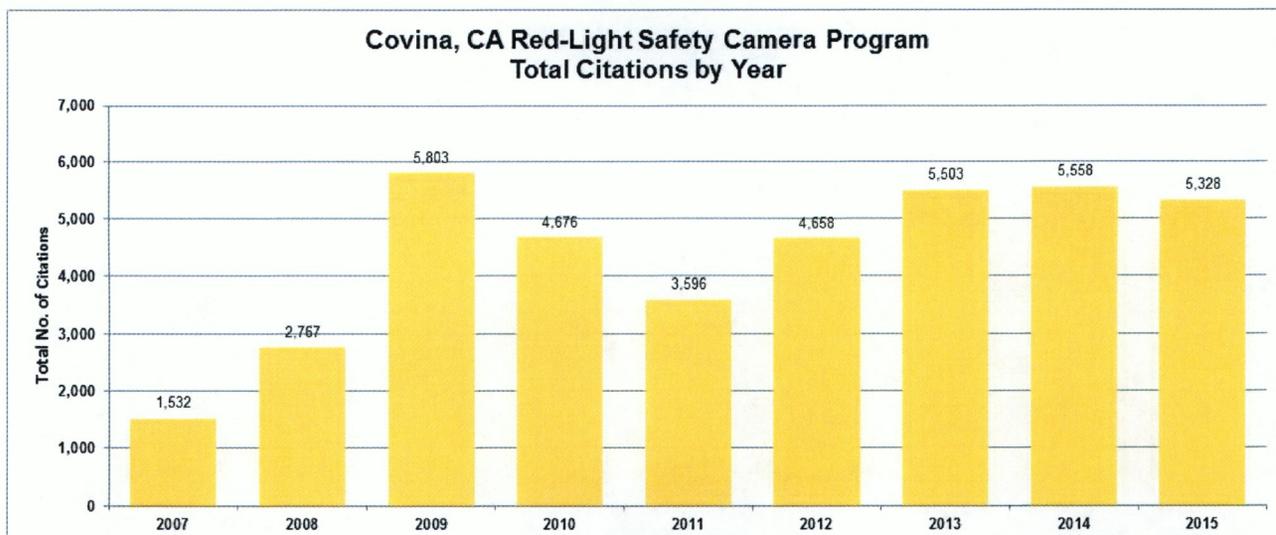


Figure #3

Collision Analysis

The City of Covina maintains collision data, and a pre and post red-light photo enforcement implementation analysis was completed using the available collision data three years prior (2004-2006) and eight years after the implementation of the red-light photo enforcement system (2008-2015). Year 2007 was not analyzed because it was the year of the implementation.

In 2008, there were a total of 822 traffic collisions in the City of Covina. In 2009 there were a total of 803 traffic collisions, and in 2010, there were a total of 798 collisions. In the year 2011, there were 678 traffic collisions, and in 2012 and 2013, there were 735 and 664, respectively. The last two-years, there were a total of 666 and 695 traffic collisions. Refer to Figure #4 that highlights the total traffic collisions in Covina in the pre-red-light photo enforcement period (2004-2006) compared to a post-red-light enforcement period (2008-2015).

2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015
945	1002	928	948	822	803	798	678	735	664	666	695

Figure #4

The table below shows the yearly average of total collisions where the primary collision factor was a red light violation by collision severity at the three (3) red-light photo enforcement intersections. Citywide intersection statistics were also reviewed for comparison purposes. Refer to Figure #5.

Primary Collision Factor	Red-Light Enforcement Intersections Yearly Average			Citywide Yearly Average		
	Before (04-07)	After (08-15)	%Change	Before (04-07)	After (08-15)	%Change
<i>Red Light Violation</i>	3	2	-50%	62	43	-44%
Collision Severity	Before	After	%Change	Before	After	%Change
<i>Property Damage Only</i>	50	43	-16%	749	606	-24%
<i>Injury</i>	14	5	-180%	204	125	-63%
<i>Fatal</i>	0	0	0%	3	1	-200%
Total Collisions	64	48	-33%	956	732	-31%

Figure #5

The total number of yearly collisions at the three red-light photo enforcement intersections decreased by 33%; furthermore the red-light photo enforcement intersections had larger declines in collisions compared to citywide statistics in all collision severity categories.

Amber Signal Phasing

The purpose of the amber signal interval is to notify motorists that the traffic signal is changing from green to red, and to provide the motorists sufficient time to slow and safely stop for the signal. Amber signal interval timing is set in accordance with State guidelines; the minimum amber interval for protected left-turn movements is three (3) seconds, and the amber interval timing for through movements is based on the approach speed limit of the roadway, with a minimum of three (3) seconds. The City of Covina follows this criterion in determining the amber interval for all through movements and will continue to comply with any new standards adopted by the State.

Traffic signals along major arterial roads are coordinated and synchronized in accordance to Los Angeles County Department of Public Works Traffic and Lighting Division Traffic Signal Timing standards to maximize traffic flow and minimize delay. Any adjustments to signal timing may impact traffic flow and circulation. Increasing the overall signal cycle may also increase the wait time at intersections and reduce efficiencies in traffic flow.

Citations Issued by Intersection & the Right Turn on Red Violation

All three intersections monitor for vehicles turning right against a solid red traffic signal. Data indicates that the majority of citations issued are for violations where the motorists failed to stop for the red signal prior to completing their right turn against the red. Refer to Figure #6.

Azusa/Cypress	2008	2009	2010	2011	2012	2013	2014	2015	Overall %
Left Turns	46	35	25	39	82	201	195	98	95.90%
% Change	-	-24%	-46%	-15%	78%	337%	324%	113%	
Straight Thru	445	433	344	411	605	421	627	300	0.70%
% Change	-	-3%	-23%	-8%	36%	-5%	41%	-33%	
Right Turns	1048	1071	605	528	839	864	1,019	718	-20.18%
% Change	-	2%	-42%	-50%	-20%	-18%	-3%	-31%	
Barranca/Rowland	2008	2009	2010	2011	2012	2013	2014	2015	Overall %
Left Turns	43	98	155	97	210	167	115	197	214.50%
% Change	-	128%	260%	126%	388%	288%	167%	358%	
Straight Thru	302	469	750	369	414	526	448	415	52.85%
% Change	-	55%	148%	22%	37%	74%	48%	37%	
Right Turns	133	1375	1235	752	848	1151	711	929	570.49%
% Change	-	934%	829%	465%	538%	765%	435%	598%	
Grand/Badillo	2008	2009	2010	2011	2012	2013	2014	2015	Overall %
Left Turns	78	172	276	314	380	368	292	272	244.87%
% Change	-	121%	254%	303%	387%	372%	274%	249%	
Straight Thru	109	109	132	100	86	118	217	182	20.76%
% Change	-	0%	21%	-8%	-21%	8%	99%	67%	
Right Turns	563	2040	1153	985	1193	1686	1934	2217	161.35%
% Change	-	262%	105%	75%	112%	199%	244%	294%	

Figure #6

Fine Amount/Revenue Distribution

The State Legislature and the Los Angeles County Superior Court, not the City of Covina or ATS, establishes the fine amount of \$490 for a red-light photo enforcement violation. The fine amount of \$490 is the same whether the enforcement is conducted by the red-light photo enforcement system or an actual police officer.

Red-light photo enforcement citation revenues are distributed between the State of California, the County of Los Angeles and the City of Covina. The City of Covina receives approximately \$150 per citation or 30 percent of the fine amount. The remaining revenue goes to the State of California (55%) and Los Angeles County (15%) for penalty assessments and fees added by the State Legislature and County of Los Angeles to all traffic moving violations.

Letter of the Law vs. Spirit of the Law

Since the inception of the red-light photo enforcement program in the city of Covina, officers viewing the violations have leaned toward the spirit of the law when it comes to actually issuing the citation. For example, in 2015 although 5,328 citations were issued, 13,528 were viewed and NOT cited for either being too close to call, stopping before the limit line, or the photograph was not good enough to make an identification on the violator. This was a consistent theme throughout the entire red-light camera program's existence.

Revenues/Expenditures of Red-Light Photo Enforcement Program

Fiscal Year Program Revenue

2008	\$162,548
2009	\$382,914
2010	\$454,180
2011	\$396,149
2012	\$286,733
2013	\$258,980
2014	\$323,193
2015	\$526,017
Average Yearly Program Revenue	\$348,839

Average Yearly Expenditure

ATS Contract	\$194,220
CPD Personnel Costs*	<u>\$ 37,430</u>
	\$231,650
Average Yearly Program Expenditure	\$231,650
Average Yearly Program Revenue	\$348,839
Average Yearly Program Net Revenue	\$117,189

*The City incurs costs annually as a result of personnel expenses required to manage and operate the program. These expenses include time dedicated to reviewing violations, preparing for court trials, administrative tasks, and data preparation for public records requests.

The current contract with ATS expires on April 15, 2016. The Police Department would need additional time to properly evaluate the effectiveness of the red-light photo enforcement program; specifically to determine if it's reaching the goal of enhancing traffic safety through reduced traffic violations and collisions. The following options are available for consideration:

1. Allow the contract with ATS to expire on April 15, 2016, thereby discontinuing the City's red light photo enforcement program.
2. Extend the existing contract with ATS for a period of one-year with no changes to the contract and authorize the city manager or her designee to execute a third amendment to the contract to change the termination date. This would provide staff the opportunity to further review and analyze the program in greater detail with the benefit of additional statistical data.
3. Extend the existing contract with ATS for a period of six-months with no changes to the contract; authorizing the city manager or her designee to execute a third amendment to the contract to change the termination date; and direct staff to issue a Request for Proposal to qualified vendors.

FISCAL IMPACT:

The red-light photo enforcement program generates \$117,189 in average net revenue, annually to the General Fund.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

None.

Respectfully submitted,

Kim J. Raney, Chief of Police