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REGULAR MEETING AGENDA
125 E. College Street, Covina, California
Council Chamber of City Hall
Tuesday, October 20, 2015

**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 Allen, Delach, Marquez, Mayor Pro Tem/Vice Chair Stapleton and Mayor/Chair 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. §54956.8 CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Property: 1162 N. Citrus Avenue
Property Negotiator: Charles McKeag, MLC Holdings, Inc.
Agency Negotiator: Andrea Miller, City Manager
Under negotiation: Negotiations to include both price and terms of payment

B. CONFERENCE WITH LEGAL COUNSEL— ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9 - Number of potential cases: 1

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 Allen, Delach, Marquez, Mayor Pro Tem/Vice Chair Stapleton and Mayor/Chair King

PLEDGE OF ALLEGIANCE

Led by Mayor King

INVOCATION

Given by Police Chaplain Truax

PRESENTATIONS

Breast Cancer Awareness Proclamation

Red Ribbon Week Proclamation

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. City Council to approve minutes of September 15, 2015 Regular meeting of the City Council Successor Agency to the Covina Redevelopment Agency/Public Finance Authority/Housing Authority.

Report: [Minutes of September 15, 2015](#)

CC 2. City Council to approve the payment of demands in the amount of \$3,288,615.54.

Report: [Payment of Demands](#)

CC 3. Successor Agency to the Redevelopment Agency to approve payment of demands in the amount of \$13,513.11.

Report: [Payment of Demands](#)

CC 4. City Council to adopt Resolution No. 15-7397, appropriating \$29,305 in available Measure R Fund Balance and increasing the Fiscal Year 2014-15 Capital Projects Fund Budget in the amount of \$29,305 and approve Change Orders for Project T0814B, Pedestrian and Metrolink Station Improvements.

Report: [Resolution No. 15-7397](#)

CC 5. City Council to consider entering into an agreement with Los Angeles County Metropolitan Transportation Authority for the acceptance of the MTA Transit-Oriented Development Planning Grant.

Report: [LACMTA Agreement](#)

CC 6. City Council to approve Change Orders for Project No. T-0733, Glendora Avenue and Cienega Street Traffic Signal Installation and adopt Resolution No. 15-7402 appropriating \$45,508 in available Measure R Fund Balance and increasing the Fiscal Year 2015-16 Capital Projects Fund Budget in the Amount of \$45,508.

Report: [Resolution No. 15-7402](#)

CC 7. City Council to adopt Resolution No. 15-7403 appropriating \$5,187 in Available Measure R Fund Balance and Increasing the Fiscal Year 2015-16 Capital Projects Fund Budget in the Amount of \$5,187 and Final Acceptance and Filing Notice of Completion of Public Works Project No. P-1304, Federal Project No. STPL-5118(018): Resurfacing of Streets at Hollenbeck Avenue, Cypress Street, et al.

Report: [Resolution No. 15-7403](#)

CC 8. City Council to authorize the City Manager to execute Second Amendment to the Agreement with Absolute Security International, Inc. for security services at Covina Metrolink Station and Parking Complex.

Report: [Resolution No. 15-7404](#)

CC 9. City Council to adopt Resolution No. 15-7405, confirming the continued existence of an emergency condition for Roycove Reservoir and Pump Station pursuant to Chapter 2.5 (Emergency Contracting Procedures) of the Public Contracts Code.

Report: [Resolution No. 15-7405](#)

CC 10. City Council to adopt Resolution No. 15-7406, amending Fiscal Year 2015-16 Parks & Recreation Department, Library Services Division Budget by \$19,500 for the purchase of books and periodicals utilizing the Joseph J. Borrello Funds.

Report: [Resolution No. 15-7406](#)

CC 11. City Council to approve Change Order Nos. 47-49 for Cougar Park Project #M-1204 reflecting a decrease in the construction contract with GMZ Engineering, Inc. in the amount of \$30,165.75.

Report: [Change Order Nos. 47-49](#)

CC 12. City Council to adopt Resolutions relating to the annexation of territory to Community Facilities District No. 2007-1 (425 W. Center Street).

Report: [Resolution Nos. 15-7407, 15-7408](#)

CC 13. City Council to authorize the City entering into a Funding Agreement for Community Engagement Activities related to the Countywide Parks Needs Assessment.

Report: [Funding Agreement](#)

CC 14. City Council to approve an Information Support Services Agreement with BreaIT Solutions, a division of the City of Brea.

Report: [BreaIT Solutions Agreement](#)

CC 15. City Council to approve Professional Services Agreement with Arroyo Background Investigations for Background Investigations for Police Department.

Report: [Arroyo Background Investigations Agreement](#)

CC 16. City Council to approve Professional Services Agreement Amendment 2 for Alliant Consulting, Inc. for Cougar Park Project M-1204 in the amount of \$30,032 and extend the term of the agreement to December 31, 2015.

Report: [Alliant Consulting Inc. Agreement Amendment 2](#)

CC 17. City Council to approve an increase to the compensation amount for Legal Services with Liebert Cassidy Whitmore, a Professional Law Corporation, and authorize the City Manager to execute.

Report: [Liebert Cassidy Whitmore Compensation](#)

CC 18. City Council to approve Professional Services Agreement Amendment No. 1 with Van Dam Engineering for design services for Cougar Park Project M-1204 to extend the term of the Agreement.

Report: [Van Dam Engineering Agreement Amendment 1](#)

PUBLIC HEARING

PH 1. Consideration of Urgency Ordinance No. 15-2044 which would extend the moratorium on issuing any new or renewing dance and entertainment permits, by ten (10) months and fifteen (15) days.

Staff Recommendation:

Hold a public hearing on, consider and approve Urgency Ordinance No. 15-2044, which would extend Ordinance No. 15-2040, the interim ordinance imposing a moratorium for issuing any new or renewing dance and entertainment permits, by ten (10) months and fifteen (15) days.

Report: [Urgency Ordinance No. 15-2044](#)

CONTINUED BUSINESS

No matters scheduled.

NEW BUSINESS

NB 1. Consideration of Conditional-Use Permit Modification Scenarios for CUP No. 11-006 (authorizing a restaurant with outside sidewalk dining with alcohol and entertainment located on real property at 211 North Citrus Avenue, Covina)

Staff Recommendation:

Receive and file.

Report: [Agenda Report](#)

NB 2. City Council and City Manager Roles and Responsibilities, Code of Conduct, and Procedural Guidelines for the Conduct of Council Meetings

Staff Recommendation:

Review and discuss the City Council and City Manager Roles and Responsibilities, Code of Conduct, and Procedural Guidelines for the Conduct of Council Meetings, and provide direction.

Report: [Roles, Conduct, and Guidelines](#)

ADJOURNMENT

The Covina City Council/Successor Agency to the Covina Redevelopment Agency/Covina Public Finance Authority/Covina Housing Authority will adjourn to its next regular meeting of the Council/Agency/Authority scheduled for Tuesday, November 3, 2015, 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.

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, October 20, 2015 meeting was posted on October 15, 2015, on the City's website and near the front entrances of: 1) Covina City Hall, 125 East College Street, Covina; 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.



MINUTES OF SEPTEMBER 15, 2015
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 6:30 p.m. All City Council Members were present. The closed session items were announced. There were no public comments.

ROLL CALL

Council Members Present: ALLEN, DELACH, KING, MARQUEZ, STAPLETON
Council Members Absent: NONE
Elected Members Present: COBBETT, WALCZAK
Staff Members Present: City Manager Miller, City Attorney Lee, Police Captain Webster, City Manager Assistant Carrillo, Finance Director Michicoff, Public Works Director Foster, Community Development Director Lee, Human Resources Director Tellez, City Planner Carter, Parks & Recreation Director Hall-McGrade, Sr. Housing & CDBG Economic Development Manager Gasser, Community Relations Supervisor Hynes, GIS Technician Knox, and Interim Chief Deputy City Clerk Leach.

CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL— ANTICIPATED LITIGATION
 Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9 - Number of potential cases: 1

RECONVENE AND CALL TO ORDER

The City Council/Successor Agency to the Covina Redevelopment Agency/Public Financing Authority/Housing Authority meeting was called to order at 7:30 p.m. Mayor King announced that all Council Members were present.

City Attorney Lee announced that the City Council/Agency/Authority met in closed session with all members present. There were no reportable actions related to closed session item and that direction was given to staff.

PLEDGE OF ALLEGIANCE

Council Member Marquez led the Pledge of Allegiance.

INVOCATION

Covina Police Chaplain Venegas gave the invocation.

PRESENTATIONS

Proclamation: Covina High School Future Farmers of America

James Scharton, President of Covina High School Future Farmers of America, and fellow members gave updates on their programs within the community.

Proclamation: DAR Constitution Week

Mayor King introduced Debbie King, Regent of the Covina Chapter, Daughters of American Revolution (DAR), and thanked them for their stewardship and reminding the community of the importance and meaning behind the Constitution.

Mayor King stated that Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States designating September 17 - 23 as Constitution Week. Mayor King proclaimed that Covina shall join in the celebration of this nation's Constitution.

Proclamation: National Literacy Month

Mayor King proclaimed September 15, 2015 as "National Literacy Month." He commended the Covina Library volunteers, tutors, and adult learners and urged all citizens to help support the goals of the Library's literacy program.

Presentation: Covina Christmas Parade Chair

Joelle Peelgren, 2015 Covina Christmas Parade Chair, announced two events: 1) 26th Annual Tree Lighting event on Saturday, November 21, 2015 at Heritage Park; and 2) 65th Annual Christmas Parade on December 5, 2015. She shared that the Christmas Parade theme, "It's a Wonderful Life," is dedicated to Officer Jordan Corder. She added that no matter what our challenges are in life, she hopes that this Christmas Parade will help bring peace, hope, and joy, helping everyone to realize that it's about coming together; and that every life counts, every life matters. She thanked Council for their support of the parade.

Acknowledgement: Boy Scouts

Mayor King acknowledged three Boy Scouts present in the audience who are on the path to becoming Eagle Scouts. He encouraged the young men to stay the course, for they are tomorrow's leaders.

PUBLIC COMMENTS

Bob Gorski, member of Covina Concert Band, thanked Council for their support and for allowing them to deliver joy through music to Covina. He thanked Parks & Recreation Director, Amy Hall-McGrade and her staff for being the backbone of what they do. He also expressed his appreciation of the Swing Band Festival.

Steve Demuth, Associate Priest of Holy Trinity Church, invited everyone to the Third Annual Celebration of the Feast of St. Michael & All Angels to offer prayer and blessings to officers, fire fighters, and first responders on Sunday, September 27, 2015 at 10:15 a.m.

Covina resident Frank Aceves expressed his gratitude and appreciation for the Police Department and the great job they're doing.

COUNCIL/AGENCY/AUTHORITY COMMENTS

Council Member Marquez announced that the Charter Oak Education Foundation 5k is September 2, 2015 and encouraged the community to sign up. He thanked Mr. and Mrs. Aceves for coming down to express their gratitude to the Police Department. Council Member Marquez indicated that he had spoken with City Manager Miller to express his concern about phone calls and social media messages he had received indicating that there has been a rise in burglaries. He requested a report on crime statistics for the City of Covina. He commented on neighborhood watch programs and the possibility of having another town hall meeting regarding public safety.

Police Chief Raney responded to Council Member Marquez' requests and gave an update on current crime statistics. He urged citizens to be vigilant and to pay attention to the state legislature, to the bills that are being passed, to what the ballot measures actually say, and to the impact they can have. Council Member Allen added that Proposition 47 and AB 109 are devastating California, as criminals that would normally be locked up are now being recycled.

Council Member Delach said she would like to see a neighborhood watch in her area.

Council Member Allen complimented everyone involved in the Swing Band Festival. He also commented briefly on Proposition 47, AB 109, and the budget to support the Police Department.

Mayor Pro Tem Stapleton wished all Jewish friends a Happy New Year, Rosh Hashanah. He commented on the light timing of traffic signals at various intersections and code enforcement issues related to hardscape and drought tolerant landscapes. He announced that September 25, 2015 is Covina Day at the Los Angeles County Fair and his hope is that everyone will attend. In closing, he requested that the meeting be adjourned in memory of M. Lynn Houston.

Mayor King reiterated that September 25, 2015 is Covina Day at the Los Angeles County Fair and directed those who were interested in more information or purchasing \$5 tickets to the City's website at www.covinaca.gov. He announced that Bob Ihsen will be recognized as Covina's Hometown Hero. He indicated that the Swing Band Festival was a great and successful event, and thanked Parks & Recreation Director Hall-McGrade, Community Relations Supervisor Hynes, Community Resources Specialist Krone, and staff for their hard work.

CITY MANAGER COMMENTS

City Manager Miller advised that Consent Calendar Item CC 2 was pulled from the agenda and will be rescheduled in order to verify information. She added that the font was changed on Consent Calendar Item CC 4 in order to make it larger and easier to read.

City Manager Miller introduced and welcomed Sharon Clark who will be the new Chief Deputy City Clerk starting on September 21, 2015. She announced that Evelyn Leach will be leaving the position of Interim Chief Deputy City Clerk, but will continue to help serve in Human

Resources and later in the Public Works Department. She then welcomed Sharon Clark to say a few words. Sharon Clark expressed her excitement to join the City of Covina team.

Mayor King thanked Evelyn Leach for all she has done and for being a calming force while serving as Interim Chief Deputy City Clerk.

CONSENT CALENDAR

- CC 1. City Council approved the minutes from the August 18, 2015 Regular meeting of the City Council/Successor Agency to the Covina Redevelopment Agency/Public Financing Authority.
- CC 2. City Council approved the payment of demands in the amount of \$3,075,762.65.
- CC 3. Successor Agency to the Redevelopment Agency received payment of demands in the amount of \$61,232.18.
- CC 4. Successor Agency to the Covina Redevelopment Agency approved Recognized Obligation Payment Schedule (ROPS 15-16B), covering January 1, 2016 through June 30, 2016 and directed it to be provided to the Successor Agency Oversight Board for consideration and approval.
- CC 5. City Council approved an agreement between the Los Angeles County Department of Mental Health and the Azusa, Covina, Glendora, and West Covina Police Departments (East San Gabriel Mental Evaluation Team) and authorized the Chief of Police to execute the agreement.
- CC 6. City Council approved an Amendment to the Professional Services Agreement between the City of Covina and Michael J. O'Day and Associates for Parking Adjudication Hearing services, and authorized the City Manager to execute the agreement.
- CC 7. City Council adopted **Resolution No. 15-7390**, appropriating \$55,129 in available Measure R Fund Balance and increasing the Fiscal Year 2014-15 Capital Projects Fund Budget in the amount of \$55,129 and approving Change Orders for Project T-0814B, Pedestrian and Metrolink Station Improvements.
- CC 8. City Council approved **Resolution No. 15-7392**, approving the Carryover of Continuing Appropriations from Fiscal Year 2014-2015 to Fiscal Year 2015-2016.
- CC 9. City Council/Authority/Agency adopted Policies and Procedures for the McGill Transitional House by the following actions: 1) Adopt City **Resolution 15-7393** of the City of Covina approving Policies and Procedures for the McGill Transitional House; 2) Adopt Authority **Resolution 15-002** of the Covina Housing Authority supporting the City's approval of Policies and Procedures for the McGill Transitional House; and 3) Adopt Successor Agency **Resolution 15-033**, supporting the City's approval of Policies and Procedures for the McGill Transitional House.

- CC 10. City Council authorized entering into Professional Services Agreement with Alameda Park Street Bicycles Inc. dba BIKEHUB for Bicycle Parking Management Services, adopting **Resolution No. 15-7394**, amending the fiscal year 2015-16 budget for this project, and authorizing the City Manager to execute the agreement.
- CC 11. City Council authorized the City Manager to execute the Second Amendment to Contract for Traffic Signal Maintenance with Computer Service Company for Fiscal Year 2015-2016.
- CC 12. City Council approved request by ArtSourced-Pros for exemption from the City's business license tax. The organization is located at 973 E. Badillo Street, Suite B, Covina.

On a motion made by Mayor Pro Tem Stapleton, seconded by Council Member Marquez, the City Council approved Consent Calendar items CC 1; CC 3; CC 5 through CC 8; and CC 10 through CC 12. CC 4 and CC 9 were removed from the Consent Calendar for further discussion. CC 2 was removed from the Consent Calendar and is to be rescheduled.

Motion approved the Consent Calendar items CC 1; CC 3; CC 5 through CC 8; and CC 10 through CC 12 as follows:

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

CONSENT CALENDAR ITEM REMOVED FOR SEPARATE DISCUSSION

- CC 4. Successor Agency to the Covina Redevelopment Agency to approve Recognized Obligation Payment Schedule (ROPS 15-16B), covering January 1, 2016 through June 30, 2016 and direct it to be provided to the Successor Agency Oversight Board for consideration and approval.

City Manager Miller provided a brief report. Discussion followed.

On a motion made by Council Member Delach, seconded by Council Member Marquez, the City Council approved Consent Calendar item CC4 approving Recognized Obligation Payment Schedule (ROPS 15-16B), covering January 1, 2016 through June 30, 2016 and directed it to be provided to the Successor Agency Oversight Board.

Motion approved the Consent Calendar item CC 4 as follows:

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

- CC 9. City Council/Authority/Agency to adopt Policies and Procedures for the McGill Transitional House by the following actions: 1) Adopt City **Resolution 15-7393** of the City of Covina approving Policies and Procedures for the McGill Transitional House; 2) Adopt Authority **Resolution 15-002** of the Covina Housing Authority supporting the City's approval of Policies and Procedures for the McGill Transitional

House; and 3) Adopt Successor Agency **Resolution 15-033**, supporting the City's approval of Policies and Procedures for the McGill Transitional House.

City Manager Miller provided a brief overview and Community Development Director Lee answered questions from Council.

On a motion made by Mayor Pro Tem Stapleton, seconded by Council Member Allen, the City Council approved Consent Calendar item CC 9 adopting policies and procedures for the McGill Transitional House.

Motion approved the Consent Calendar item CC 9 as follows:

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

PUBLIC HEARING

PH 1. City Council to conduct a public hearing to consider **Ordinance No. 15-2041**, application to add Section 14.04.210 to Chapter 14.04 (Building Code) of the City of Covina Municipal Code to provide an expedited, streamlined permitting process for small residential rooftop solar energy systems.

Mayor King opened the public hearing.

Community Development Director Lee provided an overview of this item with questions and discussion following.

Mayor King called for public comment. There was no public comment; therefore, Mayor King closed the public hearing.

On a motion made by Council Member Allen, seconded by Council Member Marquez, City Council waived full reading, read by title only, and introduced for first reading, **Ordinance No. 15-2041** providing an expedited, streamlined permitting process for small residential rooftop solar systems.

Motion waived first reading and introduced Ordinance No. 15-2041 as listed under Public Hearing item PH 1, as follows:

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

CONTINUED BUSINESS

CB 1. City Council to consider second reading and adoption of **Ordinance No. 15-2039**, to repeal Section 13.06.060.B.5 of Chapter 13.06 (Water Conservation) of Title 13 (Water and Sewers) of the Covina Municipal Code Regarding the Prohibition on Filling Residential Swimming Pools or Outdoor Spas.

City Manager Miller provided a brief overview on this item. Council Member Delach gave comment.

On a motion made by Council Member Allen, seconded by Council Member Delach, the City Council held second reading by title only and adopted **Ordinance No. 15-2039**, regarding the prohibition on filling residential swimming pools or outdoor spas.

Motion approved Continued Business item CB1, thereby adopting Ordinance No. 15-2039, as follows:

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

CB 2. City Council to consider second reading and adoption of **Ordinance No. 15-2042**, amending Section 17.04.414.5 of Chapter 17.04 to Title 17 (Zoning Ordinance) of the Covina Municipal Code to amend the definition of a Medical Marijuana dispensary and determining that the activity is exempt from the California Quality Act.

City Manager Miller provided a brief overview on this item with questions and discussion following.

On a motion made by Council Member Delach, seconded by Council Member Marquez, the City Council held second reading by title only and adopted **Ordinance No. 15-2042**, amending the definition of a medical marijuana dispensary.

Motion approved Continued Business item CB1, thereby adopting Ordinance No. 15-2042 as follows:

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

NEW BUSINESS

NB 1. City Council to consider becoming subject to the Uniform Public Construction Cost Accounting Act (UPCCAA) by the following actions: Adoption of **Resolution 15-7391**, Electing to Become Subject to the Uniform Public Construction Cost Accounting Act and Introduction of **Ordinance No. 15-2043**, Amending Title 2 (Administration and Personnel) of Covina Municipal Code by Adding Chapter 2.54 (Public Projects) to Provide Bidding Procedures for Public Projects Under the Uniform Public Construction Cost Accounting Act.

City Manager Miller gave a brief overview on this item and Public Works Director Foster gave a report with questions and discussion following.

On a motion made by Council Member Allen, seconded by Council Member Delach, the City Council adopted Resolution No. 15-7391 electing to become subject to the Uniform Public Construction Cost Accounting Act; and waived full reading, read by title only, and introduced

for first reading, **Ordinance No. 15-2043**, to provide bidding procedures for public projects under the uniform public construction cost accounting act.

Motion approved New Business item NB 1, thereby adopting Resolution No. 15-7391 and waived first reading and introduced Ordinance No. 15-2043 as follows:

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

NB 2. Joslyn Center – Facility Update and Authorization to Issue Request for Proposals for Design Services for Construction of New Senior Center, Identify Temporary Locations to Accommodate Programming Requirements and Initiate Negotiations with Property Owners.

City Manager Miller gave an overview on this item and Public Works Director Foster provided a report.

Covina resident Lillian Grana expressed concerns and provided a suggestion on behalf of some senior citizens who attend the Joslyn Center.

City Manager Miller responded that she realizes this is a tough move for seniors and assured them that the City of Covina is attempting to identify locations that are available and able to house all programs and staff together in order to keep everything centralized for the senior citizens.

Council Member Allen indicated that his main concern is the public-safety issue for seniors. He added that he would like to see a new senior-citizen center built and see seniors be involved in the process somehow.

Council Member Marquez echoed Council Member Allen’s concern regarding the public-safety issue. He added that he is also in favor of seeing a new senior-citizen center built.

Mayor Pro Tem Stapleton stated his concerns about the process including where it will be located, what its uses will be; and how it will be designed. He suggested having town hall meetings to gather public input and to canvass seniors and community for a plan. He added that the plan should be something that is compatible with the “Covina look” and efficient.

Council Member Delach respectfully disagreed with the design-bid-build solution that was recommended by staff.

City Manager Miller assured Council that the recommendations are to get the process started and does not mean the City of Covina is obligated to complete every scope of service within the proposal, but rather pick and choose services.

Covina resident Ms. Correll stated that she would like all programs and staff to be moved together and suggested that the City look into vacant schools such as Covina Elementary.

On a motion made by Council Member Delach, seconded by Mayor Pro Tem Stapleton, the Council approved issuing a request for proposals for community and internal outreach to

ascertain facility-user needs and department of Parks & Recreation programming needs, in addition to speaking to City Council to have their input in the design process; and directed the departments of Parks & Recreation and Human Resources to identify temporary locations to accommodate Joslyn Center programming requirements and initiate negotiations with property owners.

Motion approved as amended for New Business item NB2 as follows:

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

ADJOURNMENT

At 9:53 p.m., the meeting of the Covina City Council/Successor Agency to the Covina Redevelopment Agency/Covina Public Finance Authority/Covina Housing Authority was adjourned in memory of M. Lynn Houston to the next regular meeting of the Council/Agency/Authority scheduled for **Tuesday, October 6, 2015**, 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:

Evelyn C. Leach, MMC
Interim Chief Deputy City Clerk

Approved this 20th day of October 2015:

John C. King, Mayor/Chair

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CITY OF COVINA AGENDA REPORT

ITEM NO. CC 2

MEETING DATE: October 20, 2015
TITLE: Payment of Demands
PRESENTED BY: John Michicoff, Interim Finance Director
RECOMMENDATION: Approve Payment of Demands in the amount of \$ 3,288,615.54

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			
Sept. 8 - Oct. 1, 2015	Wires/EFTs	5016-5023	1,642,240.88
	Checks	76501-76708	1,027,354.11
<u>PAYROLL</u>			
Sept. 24, 2015	Gross Payroll & Taxes		620,913.59
<u>VOIDS</u>			
		72691	(40.00)
		75725	(62.50)
		75944	(45.00)
		75945	(45.00)
		76079	(100.54)
		76140	(720.00)
		76189	(880.00)
<u>WORKERS COMPENSATION</u>			
none			0.00
		GRAND TOTAL:	3,288,615.54

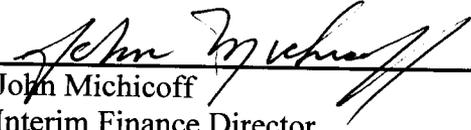
DISCUSSION:

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,


John Michicoff
Interim Finance Director

			
City Manager	City Attorney	Finance	City Clerk

ATTACHMENTS:

Attachment A: Accounts Payable Register

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

I, John Michicoff, 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 9/18 – 10/01/15; Payroll for 9/24/15; and voids for 9/18 – 10/01/15; 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.


John Michicoff,
Interim Finance Director

Subscribed and sworn to before me

this 8th day of October, 2015

Sharon F. Clark

CITY OF COVINA
Check Register
SEPT. 18 - OCT. 1, 2015

Check #	Check Date	Vendor	Name	Amount
5016	09/24/15	4160	ICMA	165.00
5017	09/24/15	1405	ICMA RETIREMENT	4,265.87
5018	09/24/15	4003	MidAmerica	2,785.25
5019	09/24/15	2033	NATIONWIDE RETI	6,465.38
5020	09/24/15	4223	ZUMWALT, KRISTI	750.00
5021	09/30/15	2955	US BANK	637,755.83
5022	09/30/15	2955	US BANK	100.42
5023	09/30/15	279	BANK OF NEW YOR	989,953.13
			subtotal EFT/wires	\$1,642,240.88
76501	09/24/15	82	AIR-BREE HEATIN	750.00
76502	09/24/15	85	AJAX SIGN GRAPH	13.19
76503	09/24/15	113	ALL CITY MANAGE	4,287.29
76504	09/24/15	158	AMERICAN TRAFFI	16,185.00
76505	09/24/15	160	AMERICAN WEST C	75.00
76506	09/24/15	219	AT&T	1,823.93
76507	09/24/15	255	AZUSA PLUMBING	60.87
76508	09/24/15	341	BEST BEST & KRI	3,061.60
76509	09/24/15	4279	BOSS JANITORIAL	1,813.00
76510	09/24/15	411	BRODART CO	22.82
76511	09/24/15	430	BUILDING ELECTR	150.00
76512	09/24/15	536	CARQUEST AUTO P	50.52
76513	09/24/15	4357	CASTELLANOS	130.00
76514	09/24/15	586	CDCE INC	5,749.80
76515	09/24/15	587	CDW GOVERNMENT	2,553.78
76516	09/24/15	600	CERTIFIED UNDER	317.24
76517	09/24/15	3736	CHRISTIAN BROTH	462.00
76518	09/24/15	649	CINTAS CORP #69	292.83
76519	09/24/15	696	COLBURN, MICHAЕ	182.19
76520	09/24/15	700	COLLEY FORD	220.73
76521	09/24/15	720	COMPUTER SERVIC	3,299.00
76522	09/24/15	730	CONTEMPORARY IN	24.00
76523	09/24/15	749	COUNSELING TEAM	1,240.00
76524	09/24/15	762	COVINA CHAMBER	80.00
76525	09/24/15	783	COVINA WATER	785.82
76526	09/24/15	3701	DEPARTMENT OF J	147.00
76527	09/24/15	894	DF POLYGRAPH	300.00
76528	09/24/15	3164	DIVERSIFIED TRA	29,835.52
76529	09/24/15	4292	DUDEK	1,410.00
76530	09/24/15	962	EAST DISTRICT S	7,597.00
76531	09/24/15	970	EDISON CO	2,390.46
76532	09/24/15	4332	ERIC ARROYO	900.00
76533	09/24/15	3911	FACTORY MOTOR P	89.33
76534	09/24/15	1055	FEDEX	7.54

CITY OF COVINA
Check Register
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76535	09/24/15	1156	GAS COMPANY, TH	1,954.15
76536	09/24/15	1204	GOLDEN STATE WA	57.20
76537	09/24/15	1235	GRAINGER	1,683.91
76538	09/24/15	1241	GRAND PRINTING	1,198.03
76539	09/24/15	4319	GUERRERO, ESTEL	150.00
76540	09/24/15	1282	HALL-McGRADE, A	59.64
76541	09/24/15	4237	HILLCREST CONTR	205,085.20
76542	09/24/15	1371	HOSE MAN INC, T	2.65
76543	09/24/15	1427	INGLEWOOD, CITY	2,161.79
76544	09/24/15	4349	Intelli-Tech	8,879.36
76545	09/24/15	1437	INTER-CON SECUR	5,160.72
76546	09/24/15	1484	JEFFERSON SIGN	119.35
76547	09/24/15	3659	JMDIAZ	10,820.00
76548	09/24/15	1619	LA CNTY SHERIFF	1,247.75
76549	09/24/15	4341	Landcare	17,544.98
76550	09/24/15	1646	LANGUAGE LINE S	22.56
76551	09/24/15	1694	LEWIS ENGRAVING	646.28
76552	09/24/15	1707	LIEBERT CASSIDY	19,289.65
76553	09/24/15	1712	LIGHTHOUSE INC,	32.20
76554	09/24/15	4356	LIND ELECTRONIC	55.07
76555	09/24/15	1895	MERRIMAC ENERGY	18,716.92
76556	09/24/15	1933	MISSION LINEN S	61.78
76557	09/24/15	4355	MUNNS, JAY C	150.00
76558	09/24/15	2027	NAPA AUTO PARTS	51.85
76559	09/24/15	4348	NIETO III, CARL	175.00
76560	09/24/15	2091	O REILLY AUTO P	268.77
76561	09/24/15	4362	O'NEIL VENTURES	3,562.50
76562	09/24/15	2104	OFFICE DEPOT	61.84
76563	09/24/15	4201	OFFICE TEAM	1,223.20
76564	09/24/15	99999	CRYSTAL MAGANA	1,460.76
76565	09/24/15	99999	EVELYN LEACH	26.16
76566	09/24/15	99999	FILM THIS PRODUCTION	2,550.00
76567	09/24/15	99999	HENDRICKSON TRUCK LINES	30.00
76568	09/24/15	99999	LETY OLIVA	75.09
76569	09/24/15	99999	LOVE AMERICAN JOURNEYS, LLC	850.00
76570	09/24/15	99999	WESTLAKE INVESTIGATIONS AGENCY I	275.00
76571	09/24/15	2238	PEST OPTIONS IN	95.00
76572	09/24/15	4336	PRES-TECH MANUF	3,181.20
76573	09/24/15	50	PROGREEN BLDG M	1,543.10
76574	09/24/15	2345	QUILL	11.03
76575	09/24/15	2415	REPUBLIC MASTER	987.69
76576	09/24/15	4122	RESIDENCE INN	906.95
76577	09/24/15	3796	RICHARD, WATSON	35,262.87
76578	09/24/15	2557	SANTA ANITA FAM	715.00

CITY OF COVINA
Check Register
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76579	09/24/15	2635	SHERATON GATEWA	5,727.00
76580	09/24/15	2715	SOUTHERN CA TRA	147.18
76581	09/24/15	2737	STAPLES INC	231.02
76582	09/24/15	3950	STERICYCLE, INC	277.56
76583	09/24/15	2800	T MOBILE USA	2,100.00
76584	09/24/15	2804	TAG AMS INC	162.50
76585	09/24/15	2838	THEMATIC ATTIC	37.23
76586	09/24/15	2839	THERMAL COMBUST	111.81
76587	09/24/15	2852	THREE VALLEY MU	19,330.26
76588	09/24/15	4221	THREE VALLEYS M	1,750.00
76589	09/24/15	2853	THYSSENKRUPP EL	2,720.00
76590	09/24/15	3185	TOSHIBA FINANCI	1,872.31
76591	09/24/15	2942	UNITED SITE SER	135.30
76592	09/24/15	2954	URBAN GRAFFITI	6,000.00
76593	09/24/15	2958	US POSTMASTER	2,311.01
76594	09/24/15	2980	VARGAS, MONICA	38.88
76595	09/24/15	2999	VERIZON CALIFOR	927.63
76596	09/24/15	3043	WARREN DISTRIBU	121.61
76597	09/24/15	3902	WEBSTERS BEE'S	185.00
76598	09/24/15	3078	WEST PAYMENT CE	295.35
76599	09/24/15	3134	XEROX CORPORATI	77.89
76600	09/24/15	3137	Y TIRE SALES	193.12
76601	09/24/15	3152	YWCA	656.95
76602	09/24/15	3159	ZUMWALT, JOHN	44.00
76603	09/24/15	68	AFLAC	4,035.78
76604	09/24/15	69	AFSCME	820.00
76605	09/24/15	487	CalPERS	57,623.78
76606	09/24/15	3846	CLEA	490.00
76607	09/24/15	3846	CLEA	110.25
76608	09/24/15	775	COVINA POLICE A	2,750.00
76609	09/24/15	789	COVINA-FSA, CIT	1,094.20
76610	09/24/15	878	DELTA DENTAL OF	7,382.21
76611	09/24/15	1106	FRANCHISE TAX B	250.00
76612	09/24/15	1247	GREAT WEST LIFE	5,168.72
76613	09/24/15	3795	LEGAL SHIELD	295.39
76614	09/24/15	2234	PERS	152,989.61
76615	09/24/15	2235	PERS LONG TERM	166.99
76616	09/24/15	4230	SOCIAL SECURITY	90.09
76617	09/24/15	2946	UNITED WAY OF G	17.50
76618	09/24/15	3014	VISION SERVICE	714.59
76619	09/24/15	4255	VOYA FINANCIAL	4,304.75
76620	09/24/15	3764	WAGeworks	26.00
76621	09/24/15	3045	WASHINGTON NATI	147.01
76622	10/01/15	23	ABORTA BUG INC	70.00

CITY OF COVINA
Check Register
SEPT. 18 - OCT. 1, 2015

76623	10/01/15	32	ACE-1 AUTO SERV	135.18
76624	10/01/15	44	ADAMSON INDUSTR	5,341.00
76625	10/01/15	69	AFSCME	80.00
76626	10/01/15	84	AIRGAS-WEST	547.70
76627	10/01/15	113	ALL CITY MANAGE	5,177.70
76628	10/01/15	3789	AMAZON LLC	2,130.41
76629	10/01/15	219	AT&T	34.59
76630	10/01/15	220	AT&T LONG DISTA	32.79
76631	10/01/15	254	AZUSA LIGHT & W	2,435.34
76632	10/01/15	255	AZUSA PLUMBING	136.77
76633	10/01/15	279	BANK OF NEW YOR	2,198.80
76634	10/01/15	307	BEARINGS AND DR	7.01
76635	10/01/15	3771	BLACK & WHITE E	65.00
76636	10/01/15	4353	BREA, CITY OF	13,455.00
76637	10/01/15	457	CA PARKS AND RE	755.00
76638	10/01/15	4153	CALIFORNIA PROF	119,127.95
76639	10/01/15	536	CARQUEST AUTO P	169.54
76640	10/01/15	568	CAT SPECIALTIES	211.90
76641	10/01/15	600	CERTIFIED UNDER	214.61
76642	10/01/15	649	CINTAS CORP #69	333.89
76643	10/01/15	682	CLINICAL LAB OF	690.00
76644	10/01/15	3715	CONTRUCTION EQU	140.64
76645	10/01/15	761	COVINA CENTER F	1,610.00
76646	10/01/15	878	DELTA DENTAL OF	488.08
76647	10/01/15	880	DEMCO INC	6,454.26
76648	10/01/15	970	EDISON CO	55,764.33
76649	10/01/15	3911	FACTORY MOTOR P	117.09
76650	10/01/15	1198	GLOBALSTAR LLC	53.18
76651	10/01/15	1235	GRAINGER	69.99
76652	10/01/15	4366	HABIT RESTAURAN	1,493.68
76653	10/01/15	1282	HALL-McGRADE, A	56.54
76654	10/01/15	1361	HOLLIDAY ROCK C	370.62
76655	10/01/15	3988	HYDRO CONNECTIO	339.54
76656	10/01/15	3623	INNER-TITE CORP	375.66
76657	10/01/15	1463	J.G. TUCKER AND	72.21
76658	10/01/15	3659	JMDIAZ	9,720.00
76659	10/01/15	1531	JW LOCK CO INC	201.38
76660	10/01/15	1571	KING BOLT CO	25.24
76661	10/01/15	4220	KJ SERVICES ENV	400.00
76662	10/01/15	1663	LAW ENFORCEMENT	290.00
76663	10/01/15	1673	LAWSON PRODUCTS	39.97
76664	10/01/15	1694	LEWIS ENGRAVING	70.85
76665	10/01/15	1858	MCMASTER CARR S	43.50
76666	10/01/15	1933	MISSION LINEN S	22.14

CITY OF COVINA
Check Register
SEPT. 18 - OCT. 1, 2015

76667	10/01/15	3943	NETFILE INC	3,000.00
76668	10/01/15	99999	ADALON CHEN	4.43
76669	10/01/15	99999	ANGELIA ACEVES-HYBARGER	76.22
76670	10/01/15	99999	ARACELY ESTRADA	91.00
76671	10/01/15	99999	CONNIE BORMANN	15.00
76672	10/01/15	99999	COVINA -VALLEY UNIFIED SCHOOL DIS	100.00
76673	10/01/15	99999	DIPAL VYAS	70.00
76674	10/01/15	99999	DORY GARCIA	14.52
76675	10/01/15	99999	EDITH FARRIS	15.00
76676	10/01/15	99999	EDWARD ESCH	96.00
76677	10/01/15	99999	ELAYNE PLETICHA	25.00
76678	10/01/15	99999	GLORIA CUY	20.00
76679	10/01/15	99999	JEAN CHOW	96.81
76680	10/01/15	99999	JENNIFER HULTGREN	40.00
76681	10/01/15	99999	LINDA HAGERMAN	100.00
76682	10/01/15	99999	ROSARIO PEREZ	50.00
76683	10/01/15	99999	ROY ALLAIRE	53.00
76684	10/01/15	99999	SONRISE CHRISTIAN SCHOOL	100.00
76685	10/01/15	99999	SUSAN BECKENHAM	15.00
76686	10/01/15	99999	TAMER EL-GUINDY	16.10
76687	10/01/15	99999	YU HSIANG LI	240.00
76688	10/01/15	2238	PEST OPTIONS IN	265.00
76689	10/01/15	2313	PROFORMA	865.71
76690	10/01/15	50	PROGREEN BLDG M	1,543.10
76691	10/01/15	2345	QUILL	329.60
76692	10/01/15	2415	REPUBLIC MASTER	278.85
76693	10/01/15	3796	RICHARD, WATSON	17,645.11
76694	10/01/15	2614	SGV CITY MANAGE	30.00
76695	10/01/15	2667	SIRSIDYNIX	22,051.16
76696	10/01/15	3729	SUNBELT RENTALS	453.35
76697	10/01/15	2775	SUPERB GRAPHICS	146.42
76698	10/01/15	2852	THREE VALLEY MU	9,390.76
76699	10/01/15	2877	TOSHIBA BUSINES	76.30
76700	10/01/15	4247	UNITED WATER WO	4,045.35
76701	10/01/15	2999	VERIZON CALIFOR	327.20
76702	10/01/15	3014	VISION SERVICE	30.79
76703	10/01/15	4255	VOYA FINANCIAL	48.00
76704	10/01/15	3023	VULCAN MATERIAL	328.83
76705	10/01/15	3043	WARREN DISTRIBU	79.81
76706	10/01/15	3082	WESTERN WATER W	1,413.53
76707	10/01/15	3102	WILLDAN FINANCI	12,373.50
76708	10/01/15	4343	ZUMAR INDUSTRIE	1,174.44

CITY OF COVINA
Check Register
SEPT. 18 - OCT. 1, 2015

<i>subtotal checks</i>	\$ 1,027,354.11
<i>subtotal payroll</i>	\$ 620,913.59
<i>subtotal voids</i>	\$ (1,893.04)
<i>subtotal Worker's Compensation</i>	\$ -
TOTAL checks/EFTs	\$ 3,288,615.54

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**SUCCESSOR AGENCY TO THE
COVINA REDEVELOPMENT AGENCY**

AGENDA REPORT

ITEM NO. CC 3

MEETING DATE: October 20, 2015

TITLE: Payment of Demands

PRESENTED BY: John Michicoff, Interim Finance Director

RECOMMENDATION: Approve Payment of Demands in the amount of \$13,513.11

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		
Sept. 18 - Oct. 1, 2015	Checks 1237-1241	\$2,338.57
PAYROLL		
Sept. 18, 2015 Gross Payroll & Taxes		\$11,174.54
VOIDS		
	GRAND TOTAL:	\$13,513.11

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,



 John Michicoff
 Interim Finance Director

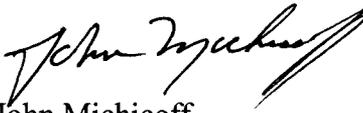
			
City Manager	Agency Counsel	Finance	City Clerk

ATTACHMENTS:

Attachment A: Accounts Payable Register

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

I, John Michicoff, 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 9/18 – 10/01/15 and Payroll for 9/24/15; 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.


John Michicoff,
Interim Finance Director

Subscribed and sworn to before me
this 8th day of October, 2015

Sharon F. Clark

SUCCESSOR AGENCY TO THE
COVINA REDEVELOPMENT AGENCY

Check Register

SEPT. 18 - OCT. 1, 2015

Check #	Check Date	Vendor	Name	Amount
1237	9/24/15	766	COVINA DISPOSAL	81.15
1238	9/24/15	896	DH MAINTENANCE	95.00
1239	9/24/15	2999	VERIZON CALIFOR	80.65
1240	10/1/15	970	EDISON CO	331.77
1241	10/1/15	2955	US BANK	1,750.00
			<i>subtotal checks</i>	<i>\$2,338.57</i>
			<i>subtotal Payroll</i>	<i>\$11,174.54</i>
			TOTAL CHECKS/EFT's/PAYROLL	\$13,513.11



CITY OF COVINA

AGENDA REPORT

ITEM NO. CC 4

MEETING DATE: October 20, 2015

TITLE: Adopt **Resolution No. 15-XXXX** Appropriating \$29,306 in Available Measure R Fund Balance and Increasing the Fiscal Year 2014-15 Capital Projects Fund Budget in the Amount of \$29,306 and Approve Change Orders for Project T-0814B, Pedestrian and Metrolink Station Improvements

PRESENTED BY: Siobhan Foster, Director of Public Works

RECOMMENDATION:

- 1) Approve Change Order Nos. 34, 35, and 36 for Project T-0814B, Metrolink Station Improvements, increasing the construction contract by a total of \$29,306;
- 2) Adopt **Resolution No. 15-XXXX** appropriating \$29,306 in available Measure R Fund balance (account no. 2410-0000-33000) and increasing the fiscal year 2014-15 Capital Projects Fund budget (account no. 4300-4350-55200-T-0814B) in the amount of \$29,306; and
- 3) Authorize the City Manager or her designee to execute the approved change orders.

BACKGROUND:

On October 7, 2014, the City Council awarded a \$1,422,991 construction contract to Hillcrest Contracting for Project T-0814B, Metrolink Station Improvements. At the time of contract award, the Department of Public Works did not request approval of a project contingency, necessitating City Council consideration of the appropriation outlined above and project change order requests at this time.

DISCUSSION:

As of September 22, 2015, the Design Engineer has reviewed the following change orders for completeness and accuracy as to the materials and labor included:

- Change Order No. 34: Install concrete ADA access ramp for the restroom/changing facility associated with the Bike Facility at the Covina Metrolink Station. This is necessary to make the restroom/changing facility ADA accessible to patrons. The change in contract cost due to Change Order No. 34 is an increase of \$18,250.
- Change Order No. 35: Additional crushed miscellaneous base (CMB) was required during mix, grade and compaction of the station parking lot. This is necessary because the parking lot grades needed to be increased to allow for water runoff due to inadequate design. The change in contract cost due to Change Order No. 35 is an increase of \$3,084.

- **Change Order No. 36:** This item consisted of brick restoration at the Metrolink Station driveway entrance. Bricks that were installed when the initial Metrolink Station construction was completed were missing and cracked due to use. The contractor repaired and replaced missing bricks in the parking lot station entrance. The change in contract cost due to Change Order No. 36 is an increase of \$7,972.

As design inaccuracies/deficiencies may have contributed to some of the aforementioned Change Orders, the Department of Public Works is consulting with the City Attorney as to appropriate next steps, if any.

The Metrolink Parking Lot re-opened on Monday September 28, 2015, signaling substantial completion of the project. The City’s contractor is currently working on punch list items. The Department of Public Works will be returning to the City Council with any remaining Change Orders and for project acceptance in November 2015.

FISCAL IMPACT:

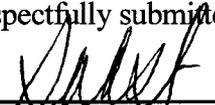
Approval of Change Order Nos. 34, 35, and 36 will increase the construction contract for the Metrolink Station Improvements by a total of \$29,306. The cumulative effect of these change orders and those previously approved by the City Council on May 5, 2015, June 2, 2015, July 7, 2015 and September 15, 2015, is to increase the contract total by \$93,087 to \$1,516,078 from the original contract total of \$1,422,991.

The approved fiscal year 2014-15 Capital Projects Fund budget (account no. 4300-4350-55200-T-0814B) included \$1,300,900 in funding for this project. On July 7, 2015 and September 15, 2015, the City Council approved additional appropriations of \$130,744 and \$55,129, respectively, in available Measure R Fund Balance (account no. 2410-0000-33000) to the fiscal year 2014-15 Capital Projects Fund budget (account no. 4300-4350-55200-T-0814B) increasing the total to \$1,486,773. To cover the additional cost of \$29,306 for Change Order Nos. 34, 35 and 36, an appropriation of \$29,306 in available Measure R Fund balance (account no. 2410-0000-33000) and an increase in the fiscal year 2014-15 Capital Projects Fund budget (account no. 4300-4350-55200-T-0814B) in the amount of \$29,306 is necessary at this time.

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,



 Siobhan Foster
 Director of Public Works

City Manager	City Attorney	Finance	City Clerk

ATTACHMENTS:

- Attachment A: Resolution No. 15-XXXX
- Attachment B: Change Order Nos. 34, 35 and 36

RESOLUTION NO. 15-XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, TO AMEND THE FISCAL YEAR 2014-15 CAPITAL PROJECTS FUND BUDGET TO REFLECT AN APPROPRIATION OF \$29,306 FROM AVAILABLE MEASURE R FUND BALANCE FOR PROJECT NO. T-0814B, AND INCREASING THE FISCAL YEAR 2014-2015 CAPITAL PROJECTS FUND BUDGET (ACCOUNT NO. 4300-4350-55200-T-0814B) IN THE AMOUNT OF \$29,306 FOR EXPENDITURE FOR PROJECT T-0814B, PEDESTRIAN AND METROLINK STATION IMPROVEMENTS

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"); and

WHEREAS, the budget for the City of Covina for fiscal year commencing July 1, 2014 and ending June 30, 2015 was approved on June 17, 2014; and

WHEREAS, on July 7, 2015 the budget for the City of Covina for fiscal year commencing July 1, 2014 and ending June 30, 2015 was amended to increase account no. 4300-4350-5520-T-0814B to \$1,431,644; and

WHEREAS, on September 15, 2015 the budget for the City of Covina for fiscal year commencing July 1, 2014 and ending June 30, 2015 was amended to increase account no. 4300-4350-5520-T-0814B to \$1,486,772; and

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

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

WHEREAS, the City of Covina wishes to allocate additional funds for the Pedestrian and Metrolink Station Improvements.

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

- SECTION 1. Amend the fiscal year 2014-2015 Capital Projects Fund budget as follows:
1. Appropriate \$29,306 in available Measure R Fund balance (account no. 2410-0000-33000) to Capital Projects Fund (2410-4350-55200-T-0814B) for Pedestrian and Metrolink Station Improvements.

SECTION 2. The City Clerk shall certify to the adoption of this resolution.

PASSED, APPROVED AND ADOPTED this 20th day of October 2015.

John King, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney



CITY OF COVINA

125 East College Street • Covina, California 91723-2199

www.covinaca.gov

PUBLIC WORKS DEPARTMENT

Engineering

(626) 384-5490 FAX (626) 384-5479

CHANGE ORDER

Change Order No. 34

DATE: September 4, 2015
PROJECT NO. T-0814B Federal Project No. HPLUL-5118(016)
CONTRACT: Pedestrian and Metrolink Improvements Project
CONTRACTOR: Hillcrest Contracting, Incorporated.

ADA Access Ramp to Restroom/Locker Unit.

1. Grade, pour and backfill ADA access ramp; adjust planting and irrigation.

Total increase = \$ 18,249.49

2. Time Extension: None.

3. Change in contract cost: increase of \$ 18,249.49

Submitted by Karin Sah Date 9-22-15

Title: Enginer, JMDiaz, Inc.

Accepted by: [Signature] Date 9/24/15

Title: Contractor, Hillcrest Contracting, Inc.

Approved by: _____ Date _____

Title: City Manager

HILLCREST CONTRACTING, INC.

Licensee No. 471664

September 4, 2015

REVISED 10/12/15

City of Covina
125 East College St.
Covina, CA 91723
PH: 626-384-5483

ATTN: Kamran Sabar

REF: Pedestrian & Metrolink Station Improvements
Project No. T-0814B

RE: COR#034 - ADA Access Ramp to Restroom/Locker Unit

Dear Kamran,

We are requesting a change order for the additional work as follows:

Item	DATE PERFORMED	DESCRIPTION	QTY	U/M	UNIT PRICE	AMOUNT
1	N/A	Grade, Pour and Backfill ADA Access Ramp	1	LS	\$ 16,413.88	\$ 16,413.88
2	N/A	Adjust Planting and Irrigation by Blue Diamond Landscape w/ 3% Hillcrest Mark-up	1	LS	\$ 1,835.61	\$ 1,835.61
TOTAL THIS REQUEST:						\$ 18,249.49

If you have any questions, please contact me at (951) 273 9600 Ext. 120

Sincerely,

Jason G. Jones
Hillcrest Contracting, Inc.
JOB: 2618

Details Report For : PEDESTRIAN - METROLINK STATION IMP. P

Hillcrest Contracting

JERRY BLAIR

9/4/2015

Pr.	Item	Description	Quantity	U/M	Unit Cost	Total Cost	Margin%	Unit Price	Total Price
X	3	ADA ACCESS TO RESTROOM/LOCKER UNIT	1.00	LS	\$14,151.25	\$14,151.25	15.99	16,413.88	\$16,413.88

Activity	ACCESS RAMP GRADING	Crew	GRADING SKIPLOADER CR	Activity Qty	1.00 LS
	Rate:			Days:	
Day:	0.70 LS	Labor		1.50	TotalCost: 5,280.43
Hour:	0.10 LS	Equipment		1.50	UnitCost: 5,280.430
		Actuals:		1.50	

Labor		Quantity	Hours	Days	Unit Cost	
GENFO	GENERAL FOREMAN G	1.00	9.00 HR	1.50	\$79.78	\$1,078.78
LGC	GUINEA CHASER LABO	1.00	8.00 HR	1.50	\$69.51	\$714.06
The total contains overtime cost of : \$49.81					Total	\$1,840.43

Equipment		Quantity	Hours	Days	Unit Cost	
TRPU	PICKUP TRUCK	1.00	8.00 HR	1.50	\$20.00	\$240.00
BCAT	BOBCAT/BUCKET	1.00	8.00 HR	1.50	\$105.00	\$1,260.00
TRBOB	BOBTAIL DUMP TRUCK	1.00	8.00 HR	1.50	\$85.00	\$780.00
WACKE	WACKER	1.00	8.00 HR	1.50	\$15.00	\$180.00
					Total	\$2,460.00

Material		Quantity	Unit Cost	
MISC G	HUBS, PAINT, STRING	1.00	\$20.00	\$20.00
AB	AGGREGATE BASE	20.00	\$18.00	\$360.00
			Total	\$380.00

Other		Quantity	Unit Cost	
EQM 1	EQUIPMENT MOVE RA	2.00	\$300.00	\$600.00
			Total	\$600.00

Act Note:

Details Report For : PEDESTRIAN - METROLINK STATION IMP. P

Hillcrest Contracting

JERRY BLAIR

9/4/2015

Ph.	Item	Description	Quantity	U/M	Unit Cost	Total Cost	Margin%	Unit Price	Total Price
X	3	ADA ACCESS TO RESTROOM/LOCKER UNIT	1.00	LS	\$14,161.25	\$14,161.25	15.99	16,413.88	\$16,413.88

Activity	BACKFILL ACCESS RAMP AREA	Crew	GRADING SKIPLOADER CR	Activity Qty	1.00 LS
	<i>Rate:</i>			<i>Days:</i>	
Day:	1.00 LS	Labor		1.00	TotalCost: 2,966.96
Hour:	0.13 LS	Equipment		1.00	UnitCost: 2,966.96
		Actual:		1.00	

Labor		Quantity	Hours	Days	Unit Cost	
GENFO	GENERAL FOREMAN G	1.00	9.00 HR	1.00	\$79.76	\$717.84
LGC	GUINEA CHASER LABO	1.00	8.00 HR	1.00	\$59.61	\$476.04
The total contains overtime cost of :					\$33.08	
					Total	\$1,226.96
Equipment		Quantity	Hours	Days	Unit Cost	
TRPU	PICKUP TRUCK	1.00	8.00 HR	1.00	\$20.00	\$180.00
SKIP	SKIPLOADER	1.00	8.00 HR	1.00	\$145.00	\$1,180.00
WACKE	WACKER	1.00	8.00 HR	1.00	\$15.00	\$120.00
					Total	\$1,440.00
Other		Quantity	Unit Cost			
EQM 1	EQUIPMENT MOVE RA	1.00	\$300.00			\$300.00
					Total	\$300.00

Act Note:

Details Report For : PEDESTRIAN - METROLINK STATION IMP. P

Hillcrest Contracting

JERRY BLAIR

9/4/2015

Pr.	Item	Description	Quantity	U/M	Unit Cost	Total Cost	Margin%	Unit Price	Total Price
X	3	ADA ACCESS TO RESTROOM/LOCKER UNIT	1.00	LS	\$14,151.25	\$14,151.25	15.99	16,413.88	\$16,413.58

Activity	POUR ACCESS RAMP	Crew	SEVEN (7) MEN CONCRET	Activity Qty	1.00 LS
Day:	Rate: 1.00 LS	Labor	Days: 1.00	TotalCost:	6,903.86
Hour:	0.10 LS	Equipment	1.00	UnitCost:	5,903.860
		Actuals:	1.00		

Labor		Quantity	Hours	Days	Unit Cost	
4MPCC	FOREMAN CONCRETE	1.00	8.00 HR	1.00	\$90.80	\$646.37
MAS	CEMENT MASON	3.00	8.00 HR	1.00	\$68.21	\$1,588.92
TEAMS	TEAMSTER III	1.50	8.00 HR	1.00	\$65.05	\$780.61
LABPC	LABOR CONCRETE W	2.00	8.00 HR	1.00	\$59.09	\$945.46
					Total	\$3,961.36
Equipment		Quantity	Hours	Days	Unit Cost	
TRPU	PICKUP TRUCK	1.00	8.00 HR	1.00	\$20.00	\$160.00
TRFOR	FORM TRUCK	1.00	8.00 HR	1.00	\$50.00	\$400.00
					Total	\$560.00
Material		Quantity	Unit Cost			
CON5.5	CONCRETE 5.5 SACK	15.00	\$83.00			\$1,245.00
CONLO	CONCRETE LOAD ENVI	2.00	\$50.00			\$100.00
MISC02	MISC CONCRETE SUP	15.00	\$2.50			\$37.50
					Total	\$1,382.50

Act Note:

Item Note:

	Cost	%MU	Price
Labor	\$191,358	20.00	\$229,628
Equip	\$131,660	15.00	\$151,409
Equip. Rent	\$0	15.00	\$0
Material	\$165,280	3.00	\$159,938
Transportation	\$31,380	16.00	\$36,064
Sub/Service	\$797,563	3.00	\$821,490
Other	\$55,645	15.00	\$63,992
Bond	\$9,580	15.00	\$11,017
Total Bid	\$1,372,444	8.03	\$1,482,657
Total Margin	\$110,213		



◁ REQUEST FOR CHANGE ORDER ▷

R.C.O: 013

September 3, 2015

HILLCREST CONSTRUCTION
ATTN.: JASON G. JONES
1487 CIRCLE CITY DR.
CORONA, CA
T - (951) 273-9600
F - (951) 273-9608

JOB NAME: PEDESTRIAN AND METROLINK STATION IMPROVEMENTS
LOCATION: COVINA, CA

REQUEST FOR CHANGE ORDER: ADJUST PLANTING AND IRRIGATION AT HANDICAP WALK BETWEEN GUARD SHACK AND RESTROOM BUILDING

<u>ITEM DESCRIPTION</u>	<u>UNIT</u>	<u>QTY</u>	<u>U/M PRICE</u>	<u>EXTENSION</u>
1 LABOR	HR	28	\$60.65	\$1,698.20
2 ROOT BARRIER	LF	10	\$2.50	\$25.00
3 MISC. IRRIGATION FITTINGS	EA	1	\$25.00	\$25.00
TOTAL				\$1,748.20

<> REQUEST FOR CHANGE ORDER <>

GENERAL CONDITIONS:

1. Proposal based on plans and specifications by:
 Architect: LAWRENCE R. MOSS AND ASSOCIATES
 Plan Sheets: 15 OF 32 THRU 28 OF 32
 Plans Dated: 08/05/14
 Specifications: PER CONSTRUCTION PROVISIONS
 Addendums: 1
2. Bid is based on a five-day work week (Mon. through Fri.), 8 hour day maximum. All requested overtime work to be billed as extra. And w/ prior consent and authorization from the owner/client.
3. Contractor shall hold subcontractor harmless for damaged utility lines which are not buried to the depth specified by the utility companies. In addition, there will be an extra charge for all drain lines or pipes required to be placed deeper than shown on the plans.
4. Any rock, concrete or other hard surfaces that cannot be excavated or trenched through using normal methods (i.e backhoe with excavation bucket, trencher with digging cups) will be deemed as an addition to contract and will be performed on time and material after written approval by owner or owner's representative.
5. All costs for obtaining, transporting and utilization of water for construction, hydroseeding or irrigation are *(Not Inc.)*
6. Grade to be received by Blue Diamond Landscape, Inc. at -.10' of finish grade, and in a weed-free condition unless noted otherwise. *(No rough grading & import / export of soil included)*
7. Blue Diamond Landscape will not be responsible for damage due to poor soil conditions, rodents, vandalism, theft and/or 'Acts of God'
8. Water/electric meters, hot taps, water costs, permits, power to controllers, and utility costs *(By others)*
9. Bid is based on two mobilizations. Any additional mobilizations will be at a cost of \$1,250.00 each.
10. Any specimen trees, park furniture, etc. will require a 50% deposit to initiate order. Payment from the owner/client to Blue Diamond Landscape, Inc. prior to placing order. Balance to paid at time of delivery.
11. Sleeving to be installed prior to asphalt or concrete. *(No saw cutting, patching and boring included)*
12. Due to current market trends, pricing for palm trees are good for (30) days and may be subject to availability.
13. This bid proposal will be considered a part of the contract if Blue Diamond Landscape, Inc. is awarded the contract. It can either be an exhibit to the contract, or its pertinent points may be added to the contract.
14. Our proposal excludes any and all bonds.
15. Hand/manual watering of plant material due to no water or electrical power to controller will be an add. cost.
16. Payment schedule: Progressive monthly payments for all work completed and accepted. Five (5%) percent retention of progress amount may be held for thirty (30) days from the date of last invoice. All invoice paid after (45) days will be subject to 3% interest thereafter.
17. Should this proposal be used to list us for this project all terms, conditions, exclusions and qualifications of this proposal are being accepted.

EXCLUSIONS: (Unless specifically itemized above)

1. Water/electric meters, services and hot taps, power to irrigation controllers, permits, water costs and lighting
2. Concrete, masonry, rough grading, import/export of soil, demolition, clearing, grubbing, SWPP, erosion control.
3. Drainage, downspout connections, coring, boring or saw-cutting, pest control, restoration and or retrofitting,
4. Waterproofing, pottery, site furniture, fencing, overtime and traffic control

KEY NOTES:

1. This proposal is based on State Prev. Wages.
2. If you require a waiver of subrogation add a additional \$340.00 to the base bid.
- 3.
- 4.

Thank you for your consideration. Should you have any questions, please contact us at (951) 276-3801.

Respectfully Submitted,

Estimating Department
(License: #799647)



CITY OF COVINA

125 East College Street • Covina, California 91723-2199
www.covinaca.gov

PUBLIC WORKS DEPARTMENT

Engineering

(626) 384-5490 FAX (626) 384-5479

CHANGE ORDER

Change Order No. 35

DATE: September 8, 2015
PROJECT NO. T-0814B Federal Project No. HPLUL-5118(016)
CONTRACT: Pedestrian and Metrolink Improvements Project
CONTRACTOR: Hillcrest Contracting, Incorporated.

Additional CMB delivered during mix, grade and compaction.

1. Additional CMB needed during mix, grade and compaction operation.

Total increase = \$ 3,084.07

2. Time Extension: None.

3. Change in contract cost: Increase of \$ 3,084.07

Submitted by Karen Sebar Date 9-22-15
 Title: Engineer, JMDJaz, Inc.

Accepted by: [Signature] Date 9/24/15
 Title: Contractor, Hillcrest Contracting, Inc.

Approved by: _____ Date _____
 Title: City Manager

HILLCREST CONTRACTING, INC.

License No. 471664

September 8, 2015

City of Covina
125 East College St.
Covina, CA 91723
PH: 626-384-5483

ATTN: Kamran Sabar

REF: Pedestrian & Metrolink Station Improvements
Project No. T-0814B

RE: COR#035 - Additional CMB If Needed Delivered During Mix, Grade and Compaction

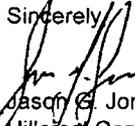
Dear Kamran,

We are requesting a change order for the additional work as follows:

Item	DATE PERFORMED	DESCRIPTION	QTY	U/M	UNIT PRICE	AMOUNT
1	08/12/15	Additional CMB If Needed Delivered During Mix, grade and Compaction Operation - If Placed After Operation Additional T&M Rates Will Apply	107	TN	\$ 12.19	\$ 1,304.33
2	08/13/15	Additional CMB If Needed Delivered During Mix, grade and Compaction Operation - If Placed After Operation Additional T&M Rates Will Apply	146	TN	\$ 12.19	\$ 1,779.74
TOTAL THIS REQUEST:						\$ 3,084.07

If you have any questions, please contact me at (951) 273 9600 Ext. 120

Sincerely,



Jason G. Jones
Hillcrest Contracting, Inc.
JOB: 2618

Daily Time Sheet Thursday

Date: 8/13/2015 **Job No:** 2618 **PEDESTRIAN - METROLINK STATION**
Map Page: **Cross Streets:**
Cust. Rep: **Foreman:** 8580 Tremble, William **Proj. Mgr:** JERRY BLAIR

STREETS WORKED ON THIS DAY: METROLINK & PARKING LOT

STATION/LOTS/LOCATION OF WORK:

Job Codes:	Item Descr.	Bid Quantity	Daily Qty.	Materials Used	U / M
A1	03A Cold Milling				0.0
A2	C O P PAVING BASE & GRADE SOUTH SIDE OF PARKING LOT C/O WORK				0.0
A3	TRAFFIC CONTROL FOR SUB A, C, E				0.0
A4					0.0
A5					0.0
A6					0.0
A7					0.0

C-Contract Work, X-Extra Work, T-T&M Work

03A C/O C9A

TOTL

Comment: Material today is from:

Phone No. () Person

Lunch 12:00 to 12:30

IN

OUT

IN	Person	Rate	Hours	Notes	OUT
	A 128 LABOR APP 2 SP	1836	8	Diaz, Juan Gomez	3:00
	A 26403 Foreman	8580	2 4 2	Tremble, William	4
	A 19 LAB 1 SPC B	0180	8	Adams, John	4
	A 481 (LABOR APP 1 SP) ROLK OPERATOR	8350	6 2	White, Kenneth	4
0:00	A 318 OPERATION APP SP 1	1322	5	Calderon, Jose A. Rivas	2:30
6:30	A 361 (OPER 2 SP 1)	5486	10	Martinez, Heriberto	3:00
	HHS Approval Board				
	C 3CAT Roller	R466	8	\$750 BOBCAT	8
	F 3L Roller	R235	4	Pup Roller	4
	F 613RD Job Body, Grade Roll	8633	10 4	TRINITY EQUIPMENT RENTAL	10 4

Hillcrest Contracting, Corona, Ca.
 Phone No. (909) 273-9600
 FAX: (909) 273-9600

Date: 8/13/201

Job No: 2618

HILLCREST CONTRACTING, INC.

License No. 471664

June 18, 2015

City of Covina
125 East College St.
Covina, CA 91723
PH: 626-384-5483

ATTN: Kamran Sabar

REF: Pedestrian & Metrolink Station Improvements
Project No. T-0814B

RE: COR#026 - Pulverize, Mix, Grade and Compact South Side of Parking Lot

Dear Kamran,

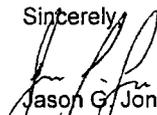
We are requesting a change order for the additional work as follows:

Item	DATE PERFORMED	DESCRIPTION	QTY	U/M	UNIT PRICE	AMOUNT
1	N/A	Pulverize, Mix, Grade and Compact South Side of Parking Lot	1	LS	\$ 25,182.50	\$ 25,182.50
2	N/A	Credit for AC Cold Milling - Item 3	(32,368)	SF	\$ 0.33	\$ (10,681.44)
TOTAL THIS REQUEST						\$ 14,501.06

ALT	N/A	Additional CMB If Needed Delivered During Mix, grade and Compaction Operation - If Placed After Operation Additional T&M Rates Will Apply	1	TN	\$ 12.19	\$ 12.19
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If you have any questions, please contact me at (951) 273 9600 Ext. 120

Sincerely,


Jason G. Jones
Hillcrest Contracting, Inc.
JOB: 2618

Kristen Weger

From: Kamran Saber <KSaber@jmdiaz.com>
Sent: Tuesday, September 08, 2015 4:43 PM
To: jason@hillcrestcontracting.com; Kamran Saber
Cc: Kristen Weger; Ron Hadloc; Siobhan Foster; Bill Tremble
Subject: RE: COR #035 -Additional CMB Needed During Mix, Grade & Compact (per COR #026)

Accepted as submitted.

Thank you

Kamran Saber, PE, QSD - [Senior Principal Geotechnical Engineer](#)



18645 E. Gale Ave. | Suite 212
Industry, CA 91748-1363
T (626) 820-1137
C (714) 293-1014
www.jmdiaz.com

From: jason@hillcrestcontracting.com [<mailto:jason@hillcrestcontracting.com>]
Sent: Tuesday, September 08, 2015 4:10 PM
To: Kamran Saber Covina (KSaber@covinaca.gov); Kamran Saber
Cc: 'kweger@covinaca.gov'; 'rhadloc@covinaca.gov'; Siobhan Foster (SFoster@covinaca.gov); Bill Tremble
Subject: COR #035 -Additional CMB Needed During Mix, Grade & Compact (per COR #026)
Importance: High

Kamran,

COR #035 -Additional CMB Needed During Mix, Grade & Compact (per COR #026) is attached for your review and approval. This is for the additional CMB material needed to make grade during the pulverization and grading of the parking lot.

Thank you,

Jason G. Jones
Hillcrest Contracting, Inc.
Office: 951-273-9600 x-120
Mobile: 951-283-5601



HILLCREST
CONTRACTING, INC.



CITY OF COVINA

125 East College Street • Covina, California 91723-2199
www.covinaca.gov

PUBLIC WORKS DEPARTMENT

Engineering

(626) 384-5490 FAX (626) 384-5479

CHANGE ORDER

Change Order No. 36

DATE: September 21, 2015
PROJECT NO. T-0814B Federal Project No. HPLUL-5118(016)
CONTRACT: Pedestrian and Metrolink Improvements Project
CONTRACTOR: Hillcrest Contracting, Incorporated.

Brick Restoration at Metrolink Station Driveway.

1. Brick Restoration at Metrolink Station Driveway.
2. Time Extension: None.
3. Change in contract cost: Increase of \$ 7,971.58

Total increase = \$ 7,971.58

Submitted by Kaam Sabar Date 9-22-15
 Title: Engineer, JMDiaz, Inc.

Accepted by: [Signature] Date 9/24/15
 Title: Contractor, Hillcrest Contracting, Inc.

Approved by: _____ Date _____
 Title: City Manager

HILLCREST CONTRACTING, INC.

License No. 471664

September 21, 2015

REVISED 10/12/15

City of Covina
125 East College St.
Covina, CA 91723
PH: 626-384-5483

ATTN: Kamran Sabar

REF: Pedestrian & Metrolink Station Improvements
Project No. T-0814B

RE: COR#036 - Brick Restoration at Metrolink Station Driveway per City Direction - T&M

Dear Kamran,

We are requesting a change order for the additional work as follows:

Item	DATE PERFORMED	DESCRIPTION	QTY	U/M	UNIT PRICE	AMOUNT
1	8/28/15 - 8/31/15	Brick Restoration at Metrolink Station Driveway per City Direction - T&M - w/3% Hillcrest Mark-up	1	LS	\$ 7,971.58	\$ 7,971.58
TOTAL THIS REQUEST:						\$ 7,971.58

If you have any questions, please contact me at (951) 273 9600 Ext. 120

Sincerely,

Jason G. Jones
Hillcrest Contracting, Inc.
JOB: 2618

Mark Whitaker Masonry

Lic. # 598179

4499 Hillside Ave.
Norco, CA 91760
Phone 951-340-1031

INVOICE

DATE: October 9, 2015
INVOICE # 0117-15
FOR: Brick Restoration at
Metrolink Driveway
per City of Convina
Direction

Bill To:

Mr. Jason G. Jones
Hillcrest Contracting, Inc.
1467 Circle City Dr.
Corona, CA 92879
951-273-9600

DESCRIPTION	AMOUNT
1) T&M - 08/28/15	\$ 2,221.83
2) T&M - 08/29/15	\$ 3,466.14
3) T&M - 08/31/15	\$ 2,051.43
TOTAL	\$ 7,739.40

Make all checks payable to **MARK WHITAKER MASONRY**.

If you have any questions concerning this invoice, contact Mark Whitaker at 951-340-1031

THANK YOU FOR YOUR BUSINESS!



CITY OF COVINA

AGENDA REPORT

ITEM NO. CC 5

-
- MEETING DATE:** October 20, 2015
- TITLE:** Agreement with Los Angeles County Metropolitan Transportation Authority for the Acceptance of the MTA Transit Oriented Development Planning Grant
- PRESENTED BY:** Brian K. Lee, AICP, Community Development Director
Nancy Fong, AICP, Community Development Consultant
- RECOMMENDATION:**
1. Adopt Resolution No. 15-XXXX, authorizing the City to enter into an agreement with Los Angeles County Metropolitan Transportation Authority (MTA) for the acceptance of the MTA Transit Oriented Development Planning Grant;
 2. Authorize the City Manager to execute the agreement;
 3. Direct staff to prepare a Request for Proposal for the preparation of the Town Center Specific Plan Amendment with a Transit Oriented Development Overlay; and
 4. Authorize City Manager to amend the Fiscal Year 2015/2016 Budget by adding the MTA Grant fund of \$342,000 and appropriating General Fund and Proposition C Funds to the Town Center Specific Plan amendment and TOD project for next two Fiscal Years 2016/2017 and 2017/2018 Budgets.

BACKGROUND:

In February 2014, the Board of Los Angeles County Metropolitan Transportation Authority (MTA) approved Round 4 of the Transit Oriented Development (TOD) Grant Program and invited cities to submit applications and compete for the \$5 million grant funds. The City submitted an application to the MTA in July 2014 as shown in Exhibit "A," and the requested amount for the TOD Grant was \$366,500, a Local Return Match Fund (Prop. A) of \$80,000, and a Local Match Fund (General Fund) of \$35,000 for a total amount of \$481,500 for the Specific Plan Update and the TOD Overlay. In November 2014 and January 2015, the MTA Planning and Programming Committee recommended funding of 10 cities to the METRO Board, and City of Covina was on the list (Exhibit "B"). On January 27, 2015, the METRO Board approved a funding grant of \$342,000 for City of Covina.

DISCUSSION:

MTA staff has contacted City staff about the next steps and process toward receiving the grant money and they are as follows:

- MTA approval of Project Schedule and Budget, and Scope of Work Program: Staff prepared a draft of Project Schedule and Budget, and a draft Scope of Work Program according to the format set up by MTA and as shown in Exhibit “C.” Staff forwarded the two draft documents to MTA staff on the July 31, 2015 deadline. MTA staff completed their first round of review where revisions are required. Staff is in the process of making the changes to address the comments from MTA staff. Staff anticipates that there will be several rounds of review and changes to the Project Schedule and Budget and the Scope of Work program by MTA staff before the final approval.
- City Council authorize the City to enter into an grant agreement with MTA in accepting the grant and authorize the City Manager to execute the grant agreement by resolution, as shown in Exhibit “D” - Resolution No. 15-XXXX.
- Staff and City’s legal counsel will be working with MTA staff and their legal counsel to review the grant agreement between MTA and City.
- Staff will present the final draft grant agreement to the City Council for review and approval. According to MTA staff, the grant agreement only needs City Manager’s signature.
- Staff will prepare a Request for Proposal (RFP) for City Council review before issuing it. Through the open RFP bid process, staff selects a consultant.
- City Council will review and approve the Professional Services Agreement with the selected consultant.
- Staff fine tune the tasks contain in the Scope of Work Program based on the selected Consultant’s proposal and provide that to MTA. According to MTA, changes to the Scope of Work Program do not require an amendment to the grant agreement.
- Project will begin once the grant agreement is executed between City and MTA and the Consultant has been procured for the work program.

With the completion of the Strategic Planning by the City Council and staff, the timing is right for the preparation of the Specific Plan Update where the visions and goals resulting from the Strategic Planning Process could be incorporated into the many elements of the Specific Plan.

FISCAL IMPACT:

The City’s July 2014 Grant Application that was submitted to MTA included a local matching fund of \$35,000 and a Local Return matching fund of \$80,000. In January 2015, the METRO Board approved the funding grant to Covina but at a lower amount of \$342,000.

	City Requested	MTA Approved	Staff recommended FY 16/17 & 17/18 Budget
MTA Grant Fund	\$366,500	\$342,000	
Local Return Match Fund (Prop. A)	\$ 80,000	\$ 80,000	\$0
Local Return Match Fund (Prop. C)			Up to \$100,000
Local Match Fund (General Fund)	\$ 35,000	\$35,000	\$15,000
	\$481,500	\$457,000	

The financial implication is to adjust the Fiscal Year 2015/2016 budget by adding the restricted MTA grant fund of \$342,000. With respect to the local matching fund and local return-matching fund, the current 2015/2016 budget does not include any fund appropriations. Staff has contacted MTA staff to discuss the concerns of not having two matching funds in 2015/2016

budget. MTA staff confirmed that the two matching funds can be appropriated at the next two budget years and still satisfy the criteria for the grant fund.

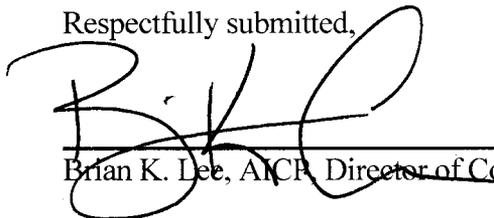
The Department of Public Works has reviewed the local return matching fund requirements and consulted with grant officials, and determined the use of Proposition C funds may be more appropriate than Proposition A funds. Proposition C funds are typically allocated to a variety of capital projects and programs that improve transit service and operations, reduce traffic congestion, and improve air quality and the condition of roadways used by transit while Proposition A funds are used to enhance bus services, Para transit and rail services, and for subsidized transit pass and transit fares. Public Works will seek to identify and budget as much as \$100,000 of Proposition C funds to be used for this Metro Grant Fund project in the next two budget years so as to minimize the amount of General Fund local match that is required.

The MTA Grant Fund augmented by the General Fund and Proposition C Fund will pay for a multi-disciplined consultant firm that will assist the City in preparing an amendment to the Town Center Specific Plan. The Town Center Specific Plan originally adopted in 2004 is more than 15 years old. It is in need of an update to address the outdated uses and development standards that are not conducive to transit oriented development, the parking requirements, the lack of connectivity of transit, pedestrian and bicycle modes of transportation, and the small vacant and underutilized parcels just to name a few. The proposed amendment would expand the mixed-use zones and create flexible standards and implementation programs, which encourages transit-oriented development around the Covina Metrolink Station and the multi-modal transit use. A part of the funding will be used for updating the Environmental Impact Report of the Town Center Specific Plan as well as staff administrative costs.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

Acceptance of a MTA Grant fund is exempt from CEQA.

Respectfully submitted,



Brian K. Lee, AICP, Director of Community Development

City Manager	City Attorney	Finance	City Clerk

ATTACHMENTS:

Attachment A: City Application for MTA TOD Planning Grant Program

Attachment B: January 14, 2015, MTA staff report to Metro Board

Attachment C: Draft Project Schedule and Budget, and Scope of Work

Attachment D: Resolution No. 15-xxxx authorizing the City to enter into a Grant Agreement with MTA

**TRANSIT ORIENTED DEVELOPMENT PLANNING GRANT PROGRAM
ROUND 4**

APPLICATION

Project Information

Covina Town Center Specific Plan Update

TITLE*

Metrolink San Bernardino Line, Foothill 281, Metro 190, Azusa and Glendora Shuttles

TRANSIT LINE(S)/STATION(S)/CORRIDOR(S)

North - Metrolink ROW, East - Barranca Avenue, West - 4th Street, South - Center Street

BOUNDARIES

BOUNDARIES (CONTINUED)

District 5

SUPERVISORIAL DISTRICT(S)

Applicant Information

City of Covina

SPONSOR(S)

Daryl Parrish - City Manager

EXECUTIVE DIRECTOR & TITLE

Alex Gonzalez - Interim Director of Public Works

CONTACT PERSON & TITLE

125 E. College Street

MAILING ADDRESS

Covina, CA 91723

CITY & ZIP CODE

agonzalez@covinaca.gov

E-MAIL ADDRESS**

(626) 384-5215

TELEPHONE NUMBER

Funding Information

GRANT FUNDS REQUESTED	\$ 366,500	SOURCE	LACMTA
LOCAL MATCH - CASH (IF ANY)	\$ 80,000	SOURCE	Local Return
LOCAL MATCH - IN-KIND (IF ANY)	\$ 35,000	TYPE	General Fund
OTHER SOURCES (IF ANY)	\$	SOURCE	
TOTAL PROJECT COST	\$ 481,500		

* Project title not to exceed 60 characters. This title will be used on all LACMTA summary listings. The purpose of this title is to avoid confusion by attaching an easily identifiable project title that will remain consistent throughout the selection process and, should funds be awarded, through the life of the Project.

**The e-mail address you provide will be used for notification of application status, so it must be accurate. Any change to the e-mail address must be reported to Rufina Juarez: juarezr@metro.net.



Metro

Attachment A

TRANSIT ORIENTED DEVELOPMENT PLANNING GRANT PROGRAM

A. PROJECT AREA/TARGETED COMMUNITIES (UP TO 5 POINTS)

Briefly describe the proposed project area and targeted communities. Please identify specific transit line(s), station(s), and corridor(s) the proposed project may impact. The description should include a discussion on the line(s), station(s) and corridor(s) significance to the local community and larger region, as well as importance for the transit network and improving transit access and ridership. Attach a proposed project area map(s). Ensure that TOD opportunity sites (see Section 3A) are identified on the map(s) and illustrate the ½ mile radius around the qualifying station(s) to demonstrate project area eligibility.

The Town Center Specific Plan is located in the area generally known as Downtown Covina and is bounded by the Metrolink San Bernardino Line on the north, North First Avenue on the east, Badillo Street on the south, and North Fourth Avenue/Valencia Place/Pollard Lane on the west. Downtown Covina and surrounding neighborhoods are characterized by diverse land use types, including commercial retail and office, light industrial, civic and public uses, a medical center and medical offices, parks, single-family and multi-family housing. The historic Downtown along Citrus Avenue evolved perpendicular to the Pacific Electric's (now Union Pacific) San Bernardino railroad line, which provided a route for the shipment of citrus, cement, oil, gravel, and manufactured products during the 1900s. Covina's early civic, cultural, religious, and trading buildings were either built on or within short walking distance of Citrus Avenue. Most major city and civic land uses are still located downtown. One- and two-story buildings built to the front property line create a traditional Main Street character along Citrus Avenue. Buildings on adjacent streets have larger front setbacks and street-adjacent parking areas.

Downtown Covina is served by a regional bus system operated by Foothill Transit along Citrus Avenue with connections to other fixed routes and local minibus services offered by the cities of Azusa and Glendora. Metro also operates one bus route with stops along Badillo Street just south of the downtown area. Metrolink's San Bernardino Line service connects Downtown Covina with San Bernardino and Downtown Los Angeles. The Covina Metrolink station is located just north of Downtown Covina near Citrus Avenue and is one of the most utilized stations along a service line that has 12,000 boardings every day. Earlier this year, the San Bernardino Associated Governments (SANBAG) and Metro completed a feasibility study on adding capacity for additional express trains to the busy San Bernardino-to-Los Angeles line. The presence of the Metrolink station on the northern border of Downtown Covina provides a direct opportunity to increase Metrolink ridership and significantly enhances utilization of alternative transportation for Downtown Covina's residents, visitors, and workers. Currently, the Covina Metrolink station is not a major destination point; however, the availability of both local and regional transit service significantly enhances opportunities for higher intensity development that directly supports transit use and transit-oriented development. These opportunities presented by maximization of transit use in Downtown Covina will result in an improved multi-modal (bicycle, pedestrian, auto, and local transit) connectivity to demonstrably improve ridership experience by supporting intuitive, safe and recognizable routes to and from the Metrolink station.

TRANSIT ORIENTED DEVELOPMENT PLANNING GRANT PROGRAM

B. REGULATORY CONSTRAINTS (UP TO 15 POINTS)

The TOD Planning Grant Program ("Program") is meant to address specific regulatory constraints and/or general land use challenges/barriers (e.g. outdated parking requirements; height or density restrictions; lack of bicycle and pedestrian access; and lack of utilization incentives such as density bonuses). Identify and describe those challenges and constraint within the proposed project area.

The Covina Town Center Specific Plan area the following challenges and constraints on the development of transit-oriented development and connectivity of multiple modes of transportation to the Metrolink Covina station.

Challenge and Constraint #1 - Small Vacant and Underutilized Parcels

The Town Center Specific Plan area contains few large underutilized parcels that exhibit TOD opportunities. The majority of vacant and underutilized parcels in the project area are small, constrained sites that are not individually conducive to new development opportunities. Certain retail and commercial developers work within a relatively limited range of parcel sizes and configurations, which may not be accommodated by parcels in the Downtown area. Property ownership patterns could pose an additional challenge to the revitalization of the project area, as properties are small, and adjacent properties with reuse potential are not under common ownership.

Challenge and Constraint #2 - Outdated Parking Requirements and Lack of Opportunities for Shared Parking

A primary challenge in the Covina Town Center Specific Plan area is a lack of adequate off-street parking. Many residents and visitors travel through or near the area but are less likely to patronize the Town Center area because of the lack of available or convenient parking. Visitors to Downtown are often unaware of off-street parking locations and avoid the area if parking is unavailable along Citrus Avenue or directly adjacent to destinations along Citrus Avenue.

Since the completion of the Call for Projects-funded Covina Metrolink station parking structure, the City has determined that on average three-quarters of the available spaces are occupied during weekdays by Metrolink commuters. Developer interest in the parcels surrounding the Metrolink parking structure has significantly increased in recent months. Recent developer inquiries have requested use of the Metrolink parking structure as additional parking during off-peak hours; however the City does not have adopted regulatory policies or guidelines to implement, manage or enforce shared parking opportunities while protecting commuter parking during weekdays.

Challenge and Constraint #3 - Pedestrian and Bicycle Connectivity

Covina does not have a robust bicycle and pedestrian network or supportive facilities. However, with the future potential for more intense residential and nonresidential development, mobility alternatives such as transit, pedestrian, and bicycle will result in more attractive and viable modes of travel for work and non-work trips. Several major destinations, such as the Citrus Valley Medical Center, City office buildings, the commercial retail core, the Metrolink station, the Covina library, and professional office complexes will be better connected through enhanced pedestrian and bicycle infrastructure improvements.

Recent pedestrian improvements to the project area have experienced higher levels of utilization. The City's next step is to create a network of safe and recognizable routes to and from these major destinations, most notably the Covina Metrolink station, to enhance utilization of public transit and promote transit-oriented development.

Challenge and Constraint #4 - New Uses and Development Standards

The project area contains a mix of uses and building types, including a traditional, historic Main Street on Citrus Avenue, a medical center and medical offices, established office uses, and an existing base of industrial buildings. The City has a significant opportunity to introduce new transit-supportive land uses in the project area, such as higher density residential, mixed-use, retail anchors, live-work, and artist lofts that support and complement public transit in Downtown Covina. The City's current land use policies and development standards do not provide a high level of flexibility and encouragement of transit-supportive land uses and activities in the Downtown

TRANSIT ORIENTED DEVELOPMENT PLANNING GRANT PROGRAM

C. PROPOSED REGULATORY DOCUMENTS (UP TO 20 POINTS)

Identify and describe below each of the regulatory documents that will require revision and/or new regulatory documents that will be developed as part of the proposed project. Explain how each of the documents promote Program objectives, as well as first/last mile solutions and implementation policies consistent with Metro's First Last Mile Strategic Plan (draft).

CHECK ALL THAT APPLY:

- | | |
|---|---|
| <input type="radio"/> NEW SPECIFIC PLAN | <input type="radio"/> SPECIFIC PLAN AMENDMENT |
| <input checked="" type="radio"/> NEW OVERLAY ZONE | <input type="radio"/> OVERLAY ZONE AMENDMENT |
| <input type="radio"/> NEW COMMUNITY PLAN | <input type="radio"/> COMMUNITY PLAN AMENDMENT |
| <input type="radio"/> EIR (IF NO EIR EXPLAIN WHY BELOW) | <input type="radio"/> GENERAL PLAN UPDATE/AMENDMENT |

OTHER: Specific Plan Update

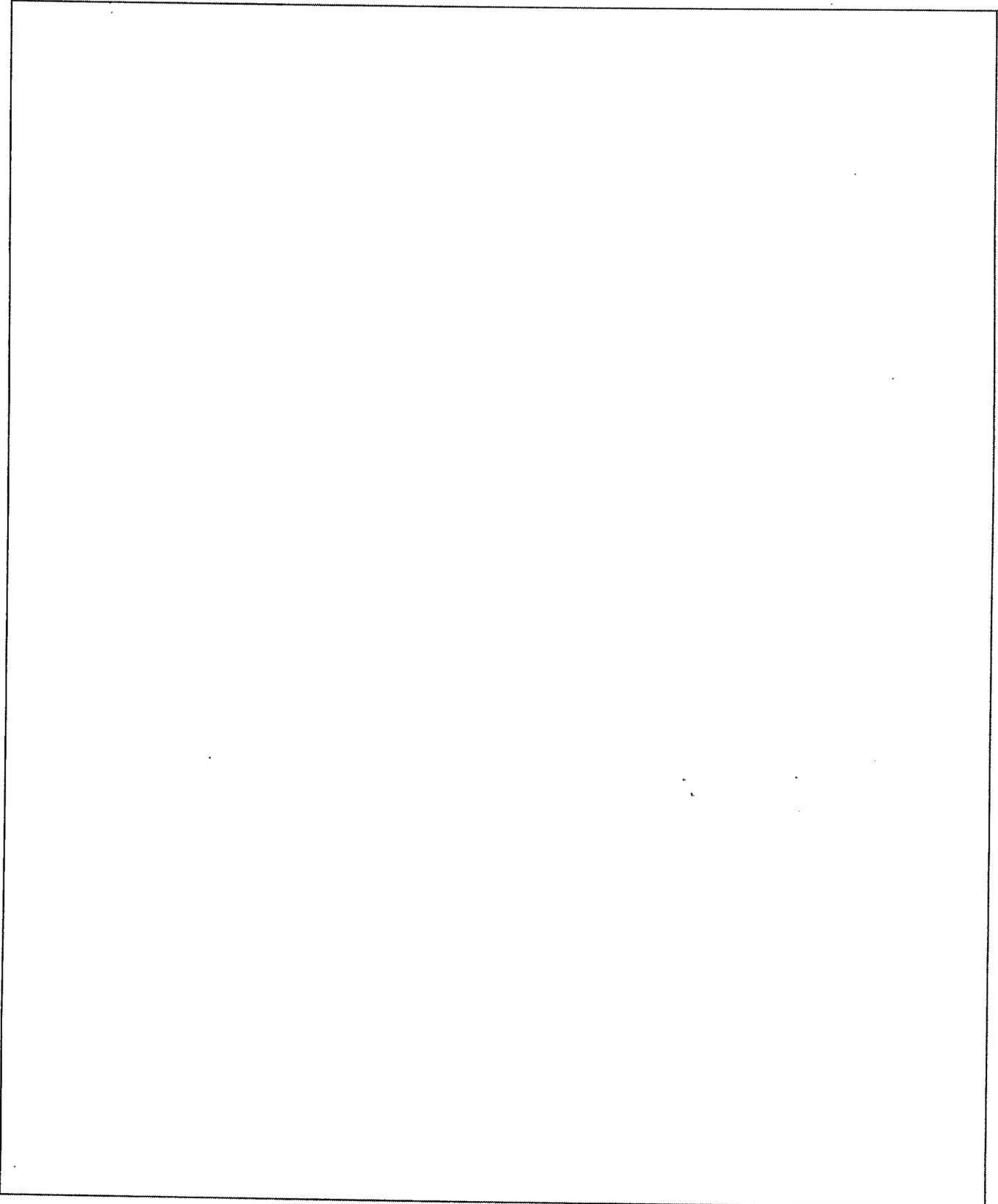
DESCRIBE:

The Covina Town Center Specific Plan was originally adopted in 2004 and conceived with the overall goals to facilitate the revitalization of Downtown Covina were:

- Increase the number and variety of retail and other commercial establishments,
- Increase the number of housing units and residents in the Downtown area,
- Stimulate development on vacant infill and underutilized properties,
- Improve public infrastructure, facilities, and services to support new development.

While the Covina Metrolink station has been very successful, the Specific Plan area is significantly underperforming as a viable and cohesive transit-oriented, multi-modal, mixed use district. Recent changes have occurred in the project area and the City since 2004, including changing market and employment trends, recently completed and "in-the-pipeline" developments, the City's latest efforts to improve bicycle and pedestrian infrastructure facilities, and plans for increased capacity on the Metrolink San Bernardino Line. The City would like to take advantage of these recent efforts and projects by updating the Town Center Specific Plan with innovative and up-to-date policies, development standards, and implementation tools. The Specific plan update completes the City's efforts towards increasing access to transit through improved multi-modal connectivity and encouraging infill development in the City of Covina. As required by CEQA, the City of Covina will also update the Environmental Impact Report of the Covina Town Center Specific Plan. The Program EIR will provide the mechanism for streamlined processing of future development proposals in the Downtown area, including transit-oriented development and improvements to the pedestrian and bicycle facilities, by reducing or eliminating the need for additional environmental documentation. A current program-level environmental document will greatly enhance the viability of development through reducing additional costs associated with environmental review.

ADDITIONAL SPACE PROVIDED ON NEXT PAGE



TRANSIT ORIENTED DEVELOPMENT PLANNING GRANT PROGRAM

D. IMPACT OF PROPOSED REGULATORY CHANGES (UP TO 15 POINTS)

Describe how the regulatory changes identified in Section 1C will directly address constraints identified in Section 1B.

The Covina Town Center Specific Plan Update will include innovative and effective policies, development standards and implementation tools addressing current challenges and constraints in the project area. The Specific Plan update will provide an effective regulatory framework that encourages transit-oriented development around the Covina Metrolink station supporting and facilitating transit use. The Specific Plan update will establish and implement the following principles to address the existing challenges identified in the project area:

- Prioritize the pedestrian experience - maintaining and enhancing walkability;
- Provide an attractive, efficient and user friendly multi-modal circulation network;
- Preserve and enhance Downtown's basic urban form;
- Provide opportunity for exceptional community benefits with new development at opportunity sites;
- Integrate the Covina Metrolink station with urban design and access improvements;
- Address vehicle congestion in the Downtown core;
- Provide the framework for Downtown's economic success;
- Continue to support new housing and mixed-use development in the Downtown; and
- Support continuing preservation of the buildings and facades that define the Downtown's historic character.

The Specific Plan will address the challenges and constraints identified in the project area through the following:

How the Covina Town Center Specific Plan will address Challenge and Constraint #1 Small Vacant and Underutilized Parcels – To encourage the consolidation of small vacant and underutilized parcels, the Specific Plan introduces additional development incentives, such as reduced parking requirements, density bonus, reduced height restrictions, reduced requirements for common and/or private open space, and streamlined processing.

How the Covina Town Center Specific Plan will address Challenge and Constraint #2 Outdated Parking Requirements and Lack of Opportunities for Shared Parking – The Specific Plan establishes an Overlay Parking District and provides policies and guidelines for shared parking opportunities in the project area. Shared parking opportunities can provide multiple benefits for users, including saving time and saving money as drivers will have known parking spaces and be able to choose a parking space closer to their destination.

How the Covina Town Center Specific Plan will address Challenge and Constraint #3 Pedestrian and Bicycle Connectivity – The Specific Plan analyzes the project area's existing bicycle and pedestrian linkages to public transit incorporating principles and strategies from Metro's First Last Mile Strategic Plan. The analysis will result in policies and implementation actions to enhance specific access routes selected to shorten trip length and seamlessly connect transit riders with the Covina Metrolink station and other public transit service.

How the Covina Town Center Specific Plan will address Challenge and Constraint #4 New Uses and Development Standards – The Specific Plan includes policies and implementation actions that expand the Specific Plan's mixed-use zones and create flexible development standards that can be used for different types of land uses, including emerging uses such higher density residential, mixed-use, retail anchors, live-work buildings, and artist lofts.

The updated Specific Plan will be an effective tool to developers and property-owners. Once updated the Specific Plan will be a means for developers, property owners, City staff and decision makers to encourage and streamline the approval of appropriate development in a transit-supportive environment. In turn, new development and public improvements will serve neighborhood residents, the business district/merchants, visitors, and commuters. New construction or rehabilitation on private property will be regulated through land use policies, regulations, development standards and design guidelines. The Specific Plan also sets forth a strategy for public investment and improvements in the area, including circulation, parking and streetscape improvements.

Section 2: Public Participation (UP TO 10 POINTS)

A. OUTREACH PLAN (UP TO 5 POINTS)

Identify all impacted communities and stakeholders directly or indirectly affected by the proposed regulatory changes. Describe the public participation and outreach program that will be conducted to build consensus and bring the regulatory changes forward.

The Covina Town Center Specific Plan update will directly and/or indirectly affect the following communities, constituents and stakeholders:

- City of Covina and surrounding cities;
- Downtown Covina offices and residents;
- Public transit riders and providers (including Metro, Foothill Transit, Metrolink, Cities of Azusa, and Glendora);
- Downtown Covina Merchants Association;
- Covina Chamber of Commerce;
- Covina Parking Board;
- Citrus Valley Medical Center; and
- Additional stakeholders identified during the community outreach process.

Recognizing that people participate in community outreach in different ways, the Town Center Specific Plan Update community engagement process will feature a variety of creative, immersive, meaningful and sustained opportunities for collaboration in the planning process. The community engagement process will emphasize broad collaboration that supports immediate implementation of policies and programs for Downtown Covina.

The community engagement process will begin with a community involvement plan developed in partnership between City staff, key community stakeholders, and the selected consultant. The community involvement plan will uniquely match the various stakeholders with outreach strategies, respond to available City resources, and engage the highest number of participants. The community engagement plan will include the following types outreach activities and materials:

- Covina Town Center Specific Plan Update Website;
- Informational Brochures and Newsletters;
- Print, Television, and Radio Media;
- Electronic Media;
- Tabling at Local Events and Activities;
- Community Leader and Stakeholder Interviews and Focus Groups;
- Chamber of Commerce and Downtown Association Workshop;
- Community Workshops; and
- Planning Commission and City Council Study Sessions.

TRANSIT ORIENTED DEVELOPMENT PLANNING GRANT PROGRAM

B. COMMUNITY AND POLICY MAKER SUPPORT (UP TO 5 POINTS)

Provide evidence that community stakeholder and policy maker support for the types of regulatory changes being proposed exist. This could be evidenced through a description of prior actions or plans implementing similar changes elsewhere in the community, letters of support, etc. Supporting documentation may be attached.

Recently completed and proposed projects in Covina have focused on more intense residential development close to transit, unified community design, and an integrated bikeway network. These current and recent projects demonstrate community and development community support to address the similar challenges identified in the Town Center Specific Plan area.

City Ventures Proposed Condominium Development

This 52-unit condominium project located north of the Covina Metrolink station and adjacent to the project area is currently under construction. The project is a higher density development of 10, three-story buildings on a 2.5 acre lot. The project will be constructed using sustainable products and practices, including solar power, energy efficient appliances, and eco-friendly building materials.

Covina 3 Project Residential/Commercial Development

This 72 unit residential, 12,800 square foot retail projects has been approved by the City Council and is currently in plan check. The project encompasses a full block less than ¼ mile south of the Covina Metrolink Station and is surrounded by the following streets: Citrus, San Bernardino, 3rd and Orange.

2001 City Design Guidelines

The 2001 City Design Guidelines are implemented through the City's site plan review process. They are intended to ensure quality design and construction compatible with the existing built environment. The Design Guidelines address seven elements of site and building development: architecture, form, site design, landscape architecture, parking and circulation, craftsmanship, and signs.

Covina Master Bicycle Plan

On Tuesday, September 20, 2011 the Covina City Council approved the 2011 Covina Bicycle Master Plan (BMP). The BMP provides a broad vision of actions and strategies to improve conditions for bicycling in the City and the surrounding region. The BMP recommends improvements and policies to increase the bicycling population; increase cyclists' trip frequency and distance; improve bicyclist, pedestrian and motorist safety; and increase public awareness and support for bicycling. In terms of infrastructure, the BMP provides direction for expanding the City's existing bikeway network and integrating the system into the surrounding countywide bikeway and public transit network. The system-wide approach for connecting gaps will ensure greater local and regional connectivity. In addition to providing and design guidelines for bikeways and support facilities, the BMP offers recommendations for education, encouragement, enforcement, and evaluation programs.

Covina Bike Station

In 2009, the nation's first Bikestation Secure Bike Module was approved and contracted for installation at the Covina Metrolink station. The module is a new cost-effective, compact, multi-use bicycle transit center concept. This facility is 250 square feet of high tech, LEED 3.0-compliant "green" design -- offering members 36 electronically secured indoor bicycle parking spaces, 24 hours a day, seven days a week. Valet bicycle repair service and retail discounts are available through an operating partnership with Covina Valley Cyclery, located adjacent to the Covina Metrolink station.

Letters of Support (Attachment X)

The City of Covina has included the attached letter of support for the Town Center Specific Plan Update from Mayor Peggy Delach.

Section 3: Future Implementation (UP TO 10 POINTS)

A. OPPORTUNITY SITES (UP TO 5 POINTS)

Describe existing TOD opportunity sites. TOD opportunity sites are parcel(s) of land within the proposed project area that could be developed or redeveloped using principles of TOD. Ensure that the TOD opportunity sites are identified on the proposed project area map(s) in Section 1A.

Within 1/4mile of the Covina Metrolink Station, nineteen (17) properties are either in discussion for development or on the market for mixed used development:

- (1) 137 W. San Bernardino Road (APN 8431-015-042) in discussion for development
- (2) 141 W. Geneva Place (APN 8431-014-015) in discussion for development
- (3) 545 N. Citrus Avenue (APN 8431-014-094) in escrow, pending retail development
- (4) 547 N. Citrus Avenue Public Parking Lot (APN 8431-014-904)
- (5) 619 N. Citrus Avenue (APN 8431-013-013) in discussion for development
- (6) 621 N Citrus Avenue (APN 8431-013-015) in discussion for development
- (7) 554 N. Citrus Avenue (APN 8430-025-020) in discussion for development
- (8) 129 E. San Bernardino Road (APN 8430-025-018) for sale for development
- (9) Private parking lot on San Bernardino Road (APN 8430-024-012) in discussion for development
- (10) 251 E Front Street (APN 8430-018-014) for sale for development
- (11) 707 N. Barranca (APN 8430-018-009) in discussion for development
- (12) 707 N. Barranca owned by MTA (APN 8430-018-902) owner in legal proceedings against MTA to obtain ownership
- (13) 301 E Front Street (APN 8430-018-013) in discussion for development
- (14) 633 N. Barranca (APN 8430-015-020) for sale for development
- (15) 375 E. San Bernardino Road (APN 8430-020-031) developer purchase closed on June 20, 2014
- (16) 135 E. Badillo Street (APN 8445-009-911) in discussion for development
- (17) 457 E San Bernardino Road (APN 8430-020-036) for sale for development

These properties are all infill commercial/industrial properties, and their numbers and general locations are noted on the attached area map.

Much of the Specific Plan area is underdeveloped as measured by the City's current zoning and potentially supportable development densities from a market perspective. Some larger underutilized parcels are potentially available for future redevelopment activities in Downtown Covina. The several properties that comprise the Chevrolet and Ford auto-dealerships north and south of San Bernardino Road and west of Citrus Avenue represent the largest contiguous and potentially contiguous parcels. These are especially well suited opportunity sites due to large areas of common ownership, and proximity both to Downtown Covina and the Covina Metrolink station.

An additional opportunity area for mixed-use redevelopment is along Front Street, between Citrus Avenue and First Avenue. Most of the current businesses have located in this area due to convenience and low rents. Other opportunity areas exist along College Street, between Citrus Avenue and First Avenue, and along First Avenue from Italia Street to College Street for higher density residential or mixed-use development. The City has also recently identified a number of parcels surrounding the Metro-funded Covina Metrolink parking structure as potential TOD opportunity sites.

TRANSIT ORIENTED DEVELOPMENT PLANNING GRANT PROGRAM

B. NEXT STEPS (UP TO 5 POINTS)

Describe the long term implementation plan for building a successful TOD area after grant funded regulatory changes are adopted.

The updated Covina Town Center Specific Plan establishes a vision achieved by adopting policies, implementation actions and projects for Downtown Covina. Successfully implementing these actions and projects will create a sustainable, multi-modal, pedestrian-oriented environment.

Specific Plan Implementation/Development Tracking: To ensure proper monitoring and adjustment of Specific Plan policies and actions, the City will carry out the following activities:

- Annual review of the Specific Plan to check progress in meeting goals and objectives;
- Interim modifications to the Specific Plan, as needed; and
- Monitor the effectiveness of streamlined permit procedures for project approval and completion.

Marketing and Economic Development: To promote development on the TOD opportunity sites and the overall Specific Plan project area, the City will carry out the following activities:

- Outreach and advertisement of Specific Plan area, especially TOD opportunity sites;
- Update the City's available sites inventory for potential development opportunities; and
- Maintain a citywide land database to track completed and pending projects.

Focus of Improvements/Capital Improvement Programming: To build the infrastructure to support future transit-oriented development within the project area, the City will carry out the following activities:

- Phase capital improvements to maximize available funding and leverage other City projects;
- Research potential funding sources for capital improvement projects, including impact fees, assessment district, private investment, direct City financing, and other government funding sources.

Section 4: Project Implementation Plan (UP TO 25 POINTS)

A. PROJECT TASKS, SCHEDULE, AND BUDGET (UP TO 20 POINTS)

Use Attachments A and B provided to demonstrate the overall approach for project completion within the 36-month grant period. Identify and describe the principle tasks that will be undertaken to complete the proposed project, the budget (both local and grant sources), the timeline for completion, approach, and deliverables for each task.

The following is a sample list of typical tasks:

- > Consultant Procurement
- > Kick-off Meeting
- > Project Management
- > Existing Conditions and Opportunity Sites
- > Parking Study and Management Plan
- > Market Study
- > Public Participation/Outreach
- > Preparation of Regulatory Documents
- > Environmental Analysis
- > Adoption Process

The above list is only a sample. Applicants may make project-specific modification by adding or deleting tasks, as well as making adjustments to the proposed project timeline. Attachments submitted in any format other than the one provided will not be accepted.

If applicable, please describe any activities and/or planning efforts which may potentially delay the proposed project.

No activities or planning efforts are projected to potentially affect the proposed project.

TRANSIT ORIENTED DEVELOPMENT PLANNING GRANT PROGRAM

B. PROJECT MANAGEMENT (UP TO 5 POINTS)

Describe the team composition, including the roles and responsibilities of city/county staff and/or consultants.

The project team will be comprised of City of Covina staff and a project consultant selected through the City's procurement process. The team structure and responsibilities are provided below:

Team Member Role/Responsibilities

City of Covina

- Select consultant
- Manage Metro TOD Grant
- Assist and participate in community engagement program
- Provide related background information and data
- Review all draft documents
- Provide comments and revisions on all draft documents
- Approve final documents

Consultant

- Provide project scope of work and fee to City of Covina
- Implement community engagement program
- Review related background information and data made available by the City
- Prepare draft documents
- Respond to comments from stakeholders, City staff, Planning Commission, and City Council
- Prepare final documents
- Present and participate at public hearings

TRANSIT ORIENTED DEVELOPMENT PLANNING GRANT PROGRAM

Application Signature Page

A person duly authorized to sign for the organization (city manager, general manager, executive director, planning director, or high-ranking officer) must sign and certify the application.

If this application is selected for funding, the information contained in this application will become the foundation of the contract with Metro. Applicants should be aware that the scope approved by the Metro Board may differ from that contained in the original application and that Metro may place stipulations on the project as a condition of approval. These will be noted at the time of the funding recommendation.

To the best of my knowledge, all information contained in this application is true and correct. If awarded a grant from Metro, I agree that I will adhere to the Program guidelines, as well as provide a local resolution evidencing authorization to execute a grant agreement and receive funds.

SIGNATURE

PRINT NAME

TITLE

DATE

REQUIRED DOCUMENTATION

- APPLICATION FORM AND SIGNATURE PAGE
- ATTACHMENT A – TASKS, SCHEDULE, AND BUDGET
- ATTACHMENT B – TASK DESCRIPTION, APPROACH, AND DELIVERABLES
- MAP(S) OF PROPOSED PROJECT AREA INCLUDING OPPORTUNITY SITES

NUMBER OF COPIES AND FORMAT:

- > TWO (2) HARD COPIES OF THE COMPLETE APPLICATION PACKAGE WITH ORIGINAL WET SIGNATURES
- > ONE (1) CD OR DVD CONTAINING:
 - APPLICATION FORM IN ORIGINAL PDF
 - ATTACHMENT A AND B IN EXCEL
 - COMPLETE APPLICATION PACKAGE IN PDF

FAILURE TO INCLUDE ANY OF THE REQUIRED DOCUMENTS WILL RESULT IN A REDUCED APPLICATION SCORE AND POTENTIAL INELIGIBILITY.



Metro

Los Angeles County
Metropolitan Transportation Authority

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Los Angeles, CA 90012-2952

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**PLANNING AND PROGRAMMING COMMITTEE
JANUARY 14, 2015**

**SUBJECT: TRANSIT ORIENTED DEVELOPMENT PLANNING GRANT PROGRAM
ROUND 4**

ACTION: APPROVE FUNDING RECOMMENDATIONS

RECOMMENDATION

- A. Award \$5,000,000 in Transit Oriented Development (TOD) Grants to the 10 recommended jurisdictions, as shown in Attachment A; and
- B. Authorize the Chief Executive Officer (CEO) or designee to execute Grant Agreements for the funds.

ISSUE

On February 27, 2014, the Board approved Round 4 of the Transit Oriented Development (TOD) Planning Grant Program (Program). In April 2014, a request for applications was issued for Round 4 with a maximum of \$5,000,000 in funding. Staff received 17 applications totaling \$8,716,446 in funds. All applications have been evaluated by an internal panel and staff recommends funding for 10 projects totaling \$5,000,000. Staff requests Board approval of the funding and authorization for the CEO to execute Grant Agreements with successful applicants.

DISCUSSION

The Program spurs the adoption of local land use regulations to create a regulatory environment supportive of TOD around station areas and adjacent transit corridors. TODs increase accessibility and utilization of public transportation. Eligible activities for funding include, but are not limited to: new or amended specific plans, ordinances, overlay zones or general plans; transit village development districts, and environmental studies required for the new or amended regulatory documents.

Attachment B

Round 4

Round 4 funding was available to the County of Los Angeles and local governments with land use jurisdiction within one-half mile of existing, planned, or proposed Los Angeles County Metrolink, Metro Rail or Metro Transitway/Bus Rapid Transit Stations and adjacent transit corridors.

Staff conducted outreach to local jurisdictions via Metro's Technical Advisory Committee (TAC) and Subcommittees and the Councils of Government (COGs) in late March/early April. Applications were made available on April 23, 2014 and an application workshop hosted on May 14, 2014. The submittal deadline was June 15, 2014.

Evaluation

Round 4 applications were evaluated by an internal panel. Projects assigned a score of 70 points or higher are eligible for funding. Those projects are indicated in Attachment A by a solid, "qualifying" line. Staff is proposing to fund projects up to the dashed line based on Board approval of \$5,000,000 for Round 4. There is an unfunded need of \$1,325,000 for those projects between the dotted and solid line.

The evaluation panel determined that the three applications which scored below the eligibility requirements for funding failed to provide a strong nexus between the proposed work and the subsequent regulatory changes that could lead to new transit oriented development and therefore increased ridership. These three applications requested a total of \$1,037,670 in funds.

After the evaluation process was completed, the panel conducted a cost-reduction analysis for all of the projects based on cost comparison of prior grants and/or elimination of tasks that fell outside the purview of the grant program, such as infrastructure capacity studies and administrative costs over 10%.

Funding Implications

At the November 5, 2014 meeting of the Planning and Programming Committee, staff presented its award recommendation for 10 projects totaling \$5,000,000. The Committee instructed staff to report back to the Board the budgetary implications of increasing the funding cap of \$5,000,000 in order to meet the "unfunded need" category and considering funding projects which scored below the eligibility requirements.

The Short Range Transportation Plan (SRTP) identified \$24,600,000 in funds for the Program from FY13 through FY19. The program is funded by a combination of Measure R 2% (Metro Rail Capital – System Improvements, Rail Yards, and Rail Cars) and Measure R 3% (Metrolink Capital Improvement Projects within Los Angeles County - Operations, Maintenance, and Expansion). To date, the Board has awarded \$15,249,997 (see Attachment B). At the February 24, 2014 meeting, the Board approved a funding cap of \$5,000,000 for Round 4 and a biennial Program cycle.

Should the Board approve \$5,000,000 in awards for Round 4, there would be no budget impact in the current fiscal year (FY15). For the release of Round 5 (FY16), a total of \$4,400,000 remains in funds. There are no funds available in the SRTP for Round 6 (FY18). Therefore, programming funds beyond 2016 would have to be considered in the next iteration of the SRTP and/or would require a reduction in funds for another SRTP-budgeted project or program.

If the Board increases the Round 4 funding cap to meet the unfunded need and/or to award funds to projects which scored below the eligibility requirements, it will reduce the availability of funding for a 5th round. If the Board awards these additional funds and still desires to offer \$5,000,000 in Round 5 and 6, funding would have to be pulled from other programmed SRTP projects.

In addition, the Office of Management and Budget requested a summary of expenditures to date for Rounds 1 – 3 and a projection of FY16 expenditures. Attachment B includes this summary.

DETERMINATION OF SAFETY IMPACT

There is no negative impact to safety of our employees and/or patrons. The transit oriented planning and development policies supported by the Program could improve safety around stations. The principles of TOD include better pedestrian and bicycle access to stations as well as clearer access to stations which can reduce accidents. Further, TOD tends to encourage walking and bicycling, both of which improve the health of patrons.

FINANCIAL IMPACT

The FY15 budget includes \$200,000 in the Subsidies to Other Budget, Cost Center 0441 Project 465561, Transit Oriented Development Grant Program Round 4. Since this is a multi-year project, the Cost Center Manager and Chief Planning Officer, Countywide Planning and Development will be accountable for budgeting the cost in future years, including any option exercised.

Impact to Budget

The source of funds for these activities is Measure R 2% System Improvement Funds and Measure R 3% Metrolink. Other sources of funds were considered. However, these projects meet the criteria for these types of funds. Should other eligible funding sources become available, they may be used in place of the identified funds.

ALTERNATIVES CONSIDERED

This Board may choose not to approve \$5,000,000 in funding awards and related actions as recommended. We do not recommend this alternative. The Program as designed furthers the Board objectives with regard to land use policies that support increased ridership and system wide improvements. Further, the Program's evaluation,

whose findings were presented to the Board on February 24, 2014 (Item 60), revealed a need for a stable, inclusive, locally-funded, TOD specific planning grant program that funds all the tasks necessary for the adoption of regulatory land use changes that promote TOD and increased ridership.

The Board could elect to increase the funding cap by an additional \$1,325,000 for the unfunded need category. However, increasing the funding cap for Round 4 would reduce the availability of future resources within the SRTP for Round 5. The Board may also provide \$907,010 in additional funds for the three projects that fell below the eligibility requirements. (Attachment C shows the cost reduction analysis for these 3 projects, which suggests a total of \$907,010 for the 3 projects). This is not recommended as the projects failed to meet the basic requirements of the Program.

NEXT STEPS

With Board approval, staff will initiate and execute Grant Agreements with Round 4 awardees. Given the biennial application cycle approved by the Board on February 24, 2014, staff will return to the Board in 2016 seeking authorization for Round 5.

ATTACHMENTS

- A. TOD Planning Grant Program Round 4 Summary and Funding Recommendations
- B. Current TOD Planning Grant Program Projects: Rounds 1, 2 and 3
- C. Cost-Reduction Analysis: Three Projects Below Eligibility Requirements

Prepared by: Rufina Juárez, Transportation Planning Manager, (213) 922-7405
Jenna Hornstock, Deputy Executive Officer, (213) 922-7437
Calvin Hollis, Managing Executive Officer, (213) 922-7319



Martha Welborne, FAIA
Chief Planning Officer



Arthur T. Leahy
Chief Executive Officer

**TOD Planning Grant Round 4
Summary and Funding Recommendations**

Applicants	Amount Requested	Project Description	Ave Score	Recommended Funding	Stations
City of Compton	\$536,250	Specific Plan, Master Plan, and amendment to General Plan for area surrounding the Blue Line Artesia Station.	83	\$450,000	Metro Blue Line Station: Artesia
City of Irwindale	\$487,300	Specific Plan for areas surrounding the Metrolink Irwindale Station and northeast of the Metrolink Baldwin Park Station.	82	\$460,000	Metro Gold Line Foothill Extension Phase 2A Station: Irwindale
City of Duarte	\$325,000	Specific Plan, Zone Change Entitlement, and General Plan amendment for area north of the Gold Line Duarte Station.	81	\$325,000	Metro Gold Line Foothill Extension Phase 2A Station: Duarte
City of Pasadena	\$1,967,350	Amendment to Specific Plans, creation of Citywide Design Guidelines and Zoning Code updates for six Pasadena Gold Line Stations.	81	\$1,500,000	Six Metro Gold Line Stations
City of Claremont	\$500,000	Specific Plan and amendment to General Plan and Zoning Code for area southwest of the Metrolink Claremont Station.	80	\$418,000	Metrolink Station: Claremont
County of Los Angeles	\$675,876	Specific Plan, Design and Development Standards, and amendments to General Plan Land Use Policy Map, Community Plan, Zoning Map, and Zoning Code for area surrounding the Green Line Vermont/Athens Station.	79	\$471,000	Metro Crenshaw Line Station: Vermont/Athens
City of Covina	\$366,500	Specific Plan update and Overlay Zone for area surrounding the Metrolink Covina Station.	78	\$342,000	Metrolink Station: Covina
City of Burbank	\$450,000	Specific Plan and General Plan amendment for areas surrounding two Bob Hope Airport Metrolink Stations.	77	\$389,000	Metrolink Station: Bob Hope Airport Ventura and Antelope Valley Line
City of Downey	\$572,500	Specific Plan for area surrounding the West Santa Ana Branch Transit Corridor Gardendale Station.	76	\$425,000	West Santa Ana Branch Transit Corridor Station: Gardendale

Applicants	Amount Requested	Project Description	Ave Score	Recommended Funding	Stations
City of Pomona	\$240,000	Amendment to Specific Plan and Zoning Ordinance for area surrounding the Metrolink Downtown Pomona Station.	76	\$220,000	Metrolink Station: Downtown Pomona
Total Recommended Funding				\$5,000,000	
City of Bellflower	\$518,000	Specific Plan for area surrounding West Santa Ana Branch Transit Corridor Bellflower Station.	74	\$400,000	West Santa Ana Branch Transit Corridor Station: Bellflower
City of Inglewood	\$320,000	Overlay Zone, Design Guidelines, and amendment to General Plan Land Use and Circulation Elements for areas south and east of the Crenshaw Line Florence Hindry Station.	73	\$275,000	Metro Crenshaw Line Station: Florence and Hindry
City of Inglewood	\$320,000	Overlay Zone, Design Guidelines, and amendment to General Plan Land Use and Circulation Elements for area north of the Green Line Crenshaw Station.	72	\$275,000	Metro Green Line Station: Crenshaw
City of Artesia	\$400,000	Specific Plan, Overlay Zone, and General Plan amendment for area surrounding the West Santa Ana Branch Transit Corridor Artesia Station.	70	\$375,000	West Santa Ana Branch Transit Corridor Station: Artesia
Total Unfunded Need				\$1,325,000	
City of Glendora	\$300,000	Specific Plan Update for area surrounding Gold Line Glendora Station.	61	\$0	Metro Gold Line Foothill Extension Phase 2B Station: Glendora
City of South Pasadena	\$336,300	Amendment to Specific Plan surrounding the Gold Line South Pasadena Station.	61	\$0	Metro Gold Line Station: South Pasadena
City of Palmdale	\$401,370	Overlay Zone and amendments to Zoning Ordinance Map and General Plan Circulation, Land Use, and Housing Elements for areas south and east of the Metrolink Palmdale Station.	58	\$0	Metrolink Station: Palmdale
TOTAL	\$8,716,446			\$6,325,000	

**CURRENT TOD PLANNING GRANT PROGRAM:
ROUNDS 1, 2, and 3**

Completed
 In Progress

PROJECT STATUS

Grantees	Project Title	Total Project Cost	Grant Amount	Expenditures To Date	Budget Projections FY16
ROUND 1					
City of Duarte	TOD Regulatory Changes for the Support of the Gold Line Station Area	\$475,000	\$400,000	\$400,000	\$0
City of Inglewood	The Florence / La Brea and Florence / West Transit Overlay District Project	\$1,119,500	\$700,000	\$10,000	\$996,000
City of Los Angeles	TOD Planning for Stations on the Crenshaw and Exposition Phase II Light Rail Lines	\$3,283,092	\$3,105,000	\$2,237,750	\$257,250
City of Santa Monica	TOD Downtown Santa Monica Specific Plan & Environmental Clearance	\$630,000	\$601,000	\$601,000	\$0
Round 1 Subtotal		\$5,507,592	\$4,806,000	\$3,248,750	\$1,253,250
ROUND 2					
Burbank Airport Authority*	Bob Hope Airport Area TOD Planning Project	\$289,700	\$289,700	\$285,389	\$0
City of Glendale	Tropico Station	\$705,000	\$225,000	\$210,907	\$0
City of Lancaster	City of Lancaster TOD Overlay Zone	\$150,000	\$136,000	\$132,977	\$0
City of Lawndale	Marine Avenue Green Line Station TOD Overlay Ordinance	\$87,450	\$73,300	\$66,668	\$0
Orange Line Development Authority	Development of Transit Oriented Development Guidebook	\$276,000	\$276,000	\$262,861	\$0
Round 2 Subtotal**		\$1,508,150	\$1,000,000	\$958,802	\$0

MILESTONES

Agreement Execution	Consultant Procurement	Public Outreach	Draft Deliverable(s)	Final Deliverable(s) /Adoption
City of Duarte	City of Inglewood	City of Los Angeles	City of Santa Monica	Round 1 Subtotal
City of Duarte	City of Inglewood	City of Los Angeles	City of Santa Monica	Round 1 Subtotal
Burbank Airport Authority*	City of Glendale	City of Lancaster	City of Lawndale	Orange Line Development Authority
Burbank Airport Authority*	City of Glendale	City of Lancaster	City of Lawndale	Orange Line Development Authority

* Project completed under budget. There was a cost savings of \$4,311.
 ** There are no budget projections for FY16. All projects will be completed and funds expended in FY15.

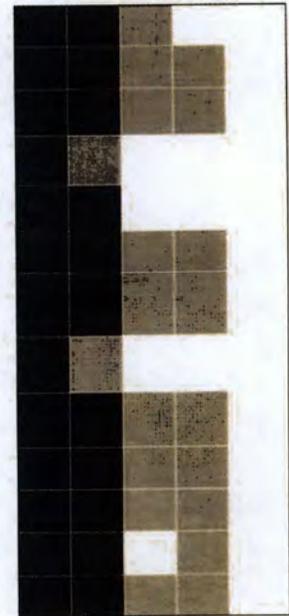
PROJECT STATUS

Awardees	Project Title	Total Project Cost	Grant Amount	Expenditures To Date	Budget Projections FY16
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MILESTONES

Agreement Execution	Consultant Procurement	Public Outreach	Draft Deliverable(s)	Final Deliverable(s) /Adoption
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ROUND 3					
Awardees	Project Title	Total Project Cost	Grant Amount	Expenditures To Date	Budget Projections FY16
City of San Fernando	San Fernando Transit Oriented District Overlay Zone	\$295,698	\$282,392	\$3,030	\$85,671
City of Baldwin Park**	Downtown Baldwin Park Transit Oriented District Specific Plan	\$349,000	\$289,670	\$122,653	\$0
City of El Monte**	Main Street TOD Specific Plan	\$440,440	\$400,400	\$162,544	\$0
City of Huntington Park	City of Huntington Park Focused General Plan Update	\$369,000	\$319,000	\$533	\$161,200
City of Lynwood	Lynwood Transit Area Strategic Plan	\$887,500	\$800,000	\$0	\$453,550
City of Long Beach	TOD Pedestrian Master Plan	\$229,375	\$183,500	\$50,549	\$99,000
Los Angeles County Department of Regional Planning	Willowbrook TOD Specific Plan	\$546,035	\$546,035	\$144,954	\$64,973
Los Angeles Department of City Planning (DCP)	Transit Neighborhood Plans: Downtown, Wilshire Corridor and Valley	\$4,723,065	\$4,480,000	\$52,000	\$826,010
City of Azusa	City of Azusa TOD Master Plan and General Plan/Development Code Update	\$693,000	\$653,000	\$177,933	\$70,450
City of Monterey Park	S. Garfield Transit Village Plan	\$250,000	\$250,000	\$126,197	\$36,950
City of Palmdale	City of Palmdale Transit Oriented Development Overlay Zone and EIR	\$400,000	\$400,000	\$19,940	\$107,000
City of Glendale	Tropico Station Environmental Impact Report	\$537,500	\$250,000	\$9,810	\$201,500
Los Angeles World Airports	Century Corridor District Streetscape Plan	\$629,689	\$590,000	\$163,611	\$223,435
Round 3 Subtotal		\$10,350,302	\$9,443,997	\$1,033,754	\$2,329,739
Total All Rounds		\$17,366,044	\$15,249,997	\$5,241,306	\$3,582,989



**Cost Reduction Analysis:
Three Projects Below Eligibility Requirements**

Applicants	Amount Requested	Project Description	Ave Score	Amount with Cost Reduction	Stations
City of Glendora	\$300,000	Specific Plan Update for area surrounding Gold Line Glendora Station.	61	\$259,300	Metro Gold Line Foothill Extension Phase 2B Station: Glendora
City of South Pasadena	\$336,300	Amendment to Specific Plan surrounding the Gold Line South Pasadena Station.	61	\$320,000	Metro Gold Line Station: South Pasadena
City of Palmdale	\$401,370	Overlay Zone and amendments to Zoning Ordinance Map and General Plan Circulation, Land Use, and Housing Elements for areas south and east of the Metrolink Palmdale Station.	58	\$327,710	Metrolink Station: Palmdale
TOTAL	\$1,037,670			\$907,010	

ATTACHMENT C

MTA Planning TOD Grant
Project Schedule and Budget
Project Scope of Work

10-20-15

ATTACHMENT A - PROJECT SCHEDULE AND BUDGET
Project Title: COVINA TOWN CENTER SPECIFIC PLAN AMENDMENT
TOD Planning Grant Program: CITY OF COVINA

Task Number	Task Title	Responsible Party	Fund Source												Deliverable				
			Total Cost	Grant	Local Match	Fiscal Year 2014-15			Fiscal Year 2015-16			Fiscal Year 2016-17				Fiscal Year 2017-2018			
						Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2		
1 GENERAL ADMINISTRATION																			
1.1	Prepare an RFP and conduct the Bid process	Agency Staff																	Issue RFP
1.2	Selection of Consultant to prepare the specific plan amendment	Agency Staff																	Select Consultant
1.3	Project area planning kick-off meeting and tour study area	Agency Staff	5%	4%	1%														hold meeting on-going
1.4	On-going intra-departmental coordination and project management	Consultant + Agency Staff	\$24,075,000	\$20,075.00	\$4,000.00														
2 SPECIFIC PLAN ANALYSIS																			
2.1	Analysis of existing conditions, land uses and development standards	Consultant + Agency Staff																	complete analysis
2.2	Analysis of constraints and opportunity sites	Consultant + Agency Staff																	complete analysis
2.3	Analysis of transit, auto, bicycle and pedestrian circulation	Consultant + Agency Staff																	complete analysis
2.4	Conduct Parking Study and prepare Parking Management Plan	Consultant + Agency Staff																	complete report
2.5	Conduct Market Study and prepare a Report	Consultant + Agency Staff	26%	19%	7%														complete report
			\$120,375.00	\$86,617.00	\$33,758.00														
3 PUBLIC PARTICIPATION																			
3.1	Community Outreach program and material	Consultant + Agency Staff	5%	4%	1%														conduct public outreach meetings
3.2	Conduct focus group and public outreach meetings	Consultant + Agency Staff	\$24,075.00	\$20,075.00	\$4,000.00														
4 PREPARATION OF SPECIFIC PLAN AMENDMENT																			
4.1	Prepare Draft document for Parking District Overlay & Draft Transit, Auto, Bicycle & Pedestrian Circulation Plan	Consultant + Agency Staff																	a draft plan for parking district overlay, a draft plan for transit, auto, bicycle and pedestrian circulation plan
4.2	Prepare Draft document for TOD Overlay & create flexible land uses and development standards	Consultant + Agency Staff																	a draft land use including TOD, land use matrix and development standards
4.3	Revise land use and circulation element of the general plan, and zoning maps	Consultant + Agency Staff																	public review of Specific Plan amendment
4.4	Release Draft Specific Plan Amendment Document for public review	Consultant + Agency Staff	26%	20%	7%														a draft Specific Plan amendment
			\$120,375.00	\$90,281.00	\$30,094.00														
5 ENVIRONMENTAL REVIEW																			
5.1	Prepare Initial Study and Notice of Preparation	Consultant + Agency Staff																	Initial Study and NOP
5.2	Conduct a public scoping meeting	Consultant + Agency Staff																	hold meeting
5.3	Develop City CEQA Transportation Impact Criteria per SB 743 - transit oriented in-fill projects	Consultant + Agency Staff																	draft PEIR
5.4	Prepare draft Program Environmental Impact Report (PEIR) for administrative review	Consultant + Agency Staff																	public review period for draft PEIR - 45 days
5.5	Prepare draft PEIR for public review	Consultant + Agency Staff																	
5.6	Conduct Planning Commission meeting to receive public input on draft PEIR	Consultant + Agency Staff	32%	23%	8%														Final draft PEIR
5.7	Prepare responses to public comments and final PEIR	Consultant + Agency Staff	\$144,450.00	\$106,118.00	\$38,332.00														
6 ADOPTION PROCESS																			
6.1	Prepare Final Specific Plan Amendment, General Plan Amendment, Zone Change & Maps	Consultant + Agency Staff	11%	13%	4%														
6.2	Planning Commission public hearings and recommendation to City Council (3)	Consultant + Agency Staff	\$48,150.00	\$43,334.00	\$4,816.00														Specific Plan approval
6.3	City Council public hearings for adoption (3)	Consultant + Agency Staff	\$457,000.00	\$342,000.00	\$115,000.00														
Totals																			
Grant Totals																			

ATTACHMENT B

SCOPE OF WORK (REVISED 10-15-15)

Project Title: Covina Town Center Specific Plan Update

Project Funding: \$457,000

LACMTA Grant Funds	\$342,000
Local Match – Cash	\$ 80,000
<u>Local Match – In Kind</u>	<u>\$ 35,000</u>
Total	\$457,000

Project Location: The Covina Town Center Specific Plan is located in the area generally known as Downtown Covina and is bounded by the Metrolink San Bernardino Line on the north, North First Avenue on the east, Badillo Street on the south, and North Fourth Avenue/Valencia Place/Pollard Lane on the west. Downtown Covina and surrounding neighborhoods are characterized by diverse land use types, including commercial/retail, office, light industrial, civic and public uses, a medical center and medical offices, parks, single-family and multi-family housing. The historic Downtown is along Citrus Avenue and evolved perpendicular to the Pacific Electric’s (now Union Pacific) San Bernardino railroad line, which provided a route for the shipment of citrus, cement, oil, gravel, and manufactured products during the 1900s. Covina’s early civic, cultural, religious, and trading buildings were built on or within short walking distance of Citrus Avenue. Major city and civic land uses are still located downtown. One- and two-story buildings built to the front property line create a traditional Main Street character along Citrus Avenue. Buildings on adjacent streets have larger front setbacks and street-adjacent parking areas.

Project Objective: The City of Covina will prepare for the adoption of the regulatory changes that support transit oriented development by:

- Amending the Covina Town Center Specific Plan to establish and implement new policies, guidelines, standards, overlay tools and implementation programs; and
- Preparing a Program Environmental Impact Report (PEIR) that provides environmental clearance for the Covina Town Center Specific Plan.

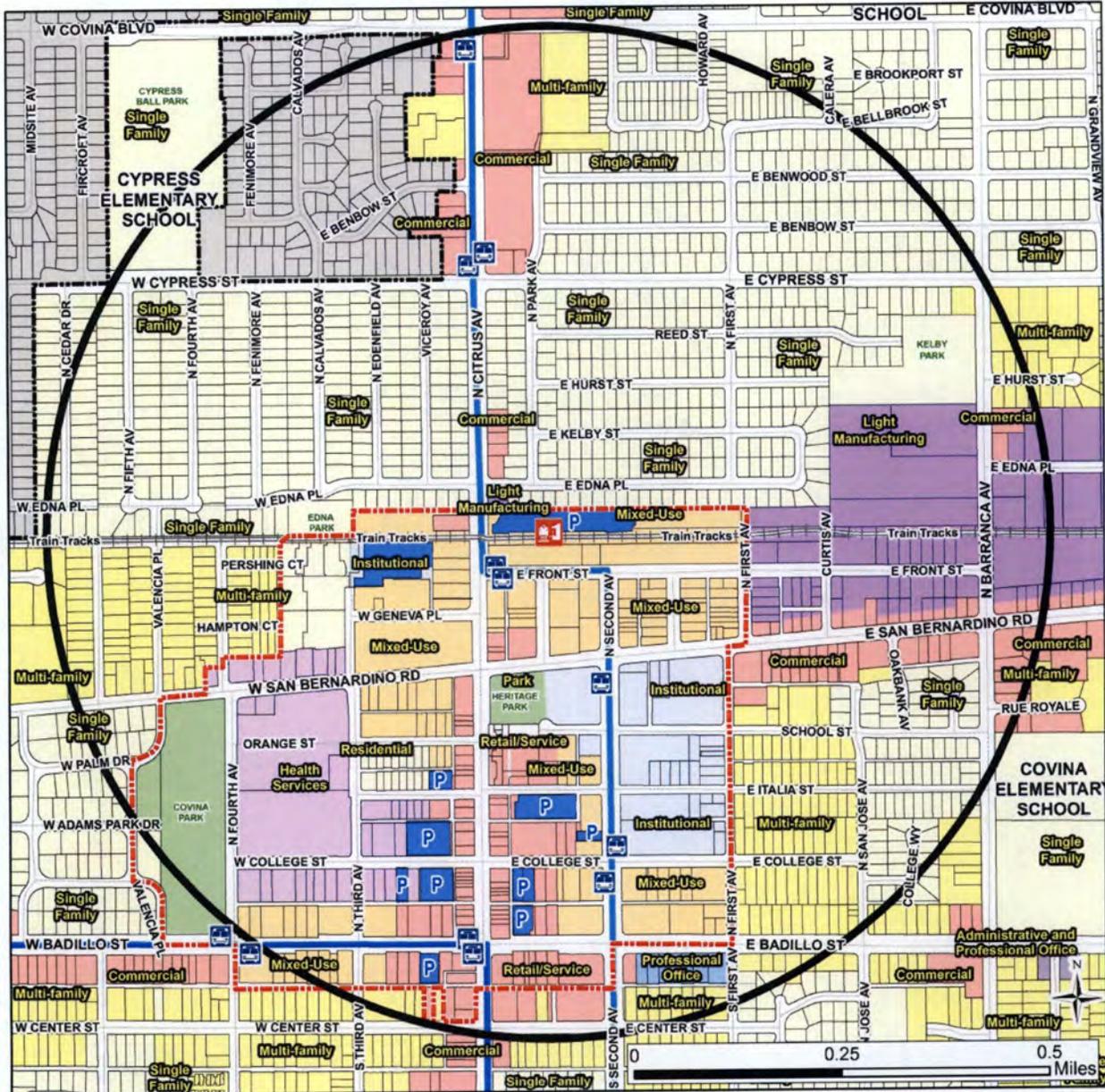
The Covina Town Center Specific Plan originally adopted in 2004 is more than 15 years old. It is in need of an update to address the outdated uses and development standards that are not conducive to transit oriented development, the parking requirements, the lack of connectivity of transit, pedestrian and bicycle modes of transportation, and the small vacant and underutilized parcels just to name a few. The proposed amendment would accomplish the following purpose:

- Introduce additional development incentives such as reduced parking requirements, density bonus, reduced height restrictions, and streamlined processing.
- Evaluate opportunities/incentives for consolidating small vacant and underutilized parcels.
- Expand the existing Overlay Parking District and provide polices and guidelines for shared parking opportunities in the project area. Shared parking opportunities can provide multiple benefits for users, including saving time and money, and be able to choose a parking space closer to their destination.
- Analyze the project area’s existing bicycle and pedestrian linkages to public transit incorporating principles and strategies from Metro’s First Last Mile Strategic Plan. The analysis will result in policies and implementation actions to enhance specific access routes selected to shorten trip length and seamlessly connect transit riders with the Covina Metrolink station and other public transit service.
- Expand the Specific Plan’s mixed-use zones by creating a transit-oriented development (TOD) overlay district within the Specific Plan boundary area that provide flexible development standards, which can be used for different types of land uses including the emerging uses such as higher density residential, mixed-use, retail anchors, live-work buildings, and artist lofts.
- Prepare a Program Environmental Impact Report (PEIR) that will provide the mechanism for streamlining the processing of future development proposals in the Downtown area including transit-oriented development and improvements to the pedestrian and bicycle facilities by reducing and/or eliminating the need for additional environmental documentation.

The goal of the proposed amendment is:

- Prioritize the pedestrian experience, maintaining and enhancing walkability;
- Provide an attractive, efficient and user friendly multi-modal circulation network;
- Preserve and enhance Downtown’s basic urban form;
- Provide opportunity for exceptional community benefits with new development at opportunity sites;
- Integrate the Covina Metrolink station with urban design and access improvements;
- Address vehicle congestion in the Downtown core;
- Provide a framework for Downtown’s economic success;
- Continue to support new housing and mixed-use development in the Downtown; and,
- Support continuing preservation of the buildings and facades that define the Downtown’s Historic character.

The following map of the TOD station area illustrates the area’s existing land use and zoning categories. Parcels within a 1/2-mile radius and/or adjacent transit corridors are highlighted, as this would be a focus area for the station; however, regulatory boundaries may also extend to parcels beyond the highlighted areas as the planning process proceeds.



**TOD - Downtown Covina
Half Mile Radius**

Legend

	Train Station		Line 281		Mixed-Use		Health Services
	Bus Stops		Metro 190		Multi-family		Professional Office
	TCSP Boundary		Parcels		Parks/Open Space		Institutional
	Train Tracks		County		Park		Light Manufacturing
	Parking Lots		Commercial		Retail/Service		Residential
			Admin/Professional Office		Single Family		

The tasks set forth in the following pages may be modified by the parties without the need to amend this Agreement. Any changes to the tasks, which are approved in writing by LACMTA shall be automatically incorporated into this Agreement.

TASK 1- GENERAL ADMINISTRATION

Duration: 18 months
Percentage of Budget: 5%

TASK 1.1 – PREPARE AN RFP AND CONDUCT THE BID PROCESS

City Planning Staff (Staff) will finalize the Request for Proposal (RFP) with the scope of work program and conduct a bid process in order to secure a consultant. Staff will issue the RFP and interview candidates.

Deliverables: RFP.

Schedule: Issue RFP by mid-December 2015 and conduct interview of consultants by end of January 2016.

Milestone: <i>Complete the Bid Process to procure a consultant.</i>
--

TASK 1.2 – SELECTION OF CONSULTANT TO PREPARE THE SPECIFIC PLAN AMENDMENT

Through the competitive bid process, Staff will select a consultant to prepare the Specific Plan Amendment. The consultant will be responsible for the following work program:

- Analyze existing Specific Plan
- Conduct public participation
- Prepare amendment to Specific Plan, Zoning Map, Zoning Ordinance and General Plan as needed
- Prepare environmental clearance document, and
- Prepare final Specific Plan, Zoning Ordinance and General Plan Amendment as needed.

Deliverables: Professional services agreement prior to City execution and final agreement after execution.

Schedule: Select a consultant by end of January 2016. City of Covina City Council will approve a Professional Services Agreement with the selected consultant by February 2016. Project will start upon agreement execution with Metro, and issue a notice to proceed to the selected consultant by end of February 2016.

Milestone: *Execute a Professional Services Agreement between the City of Covina and the Consultant.*

TASK 1.3 – PROJECT AREA PLANNING KICK-OFF MEETING AND TOUR STUDY AREA

Staff will organize an initial kick-off meeting with representatives of the Consultant team, staff from Departments of Community Development, Public Works, Police and Parks and Recreation, representatives from City Manager’s office, and any additional appropriate City agencies. The purpose of the meeting will be to:

- Review work program objectives, tasks, products, and preliminary schedule
- Discuss recent or current studies, plans, or planning-related efforts by agencies and departments that may influence or support the work program
- Discuss the roles the agencies and departments will play in achieving the objectives of the work program, including type and frequency of required coordination
- Announce quarterly briefings of agencies and departments
- Confirm appropriate contacts within each organization

In addition to the kick-off meeting, Staff and representatives of consultant team will tour the project area and areas of the City that are relevant to the expansion the Specific Plan boundary.

Deliverables: Prepare meeting minutes. Create a table summarizing relevant planning documents, current planning efforts, and specific opportunities for coordination with other agencies and departments.

Schedule: Kick-off meeting by end of February 2016, about 2 months from project start.

Milestone: *Hold project area Planning kick-off meeting and conduct a tour of the project area and areas that are relevant to the expansion of the Specific Plan boundary.*

TASK 1.4 – ON-GOING INTRA-DEPARTMENTAL COORDINATION AND PROJECT MANAGEMENT

Staff will coordinate internally with staff assigned to other projects relevant to the study area to ensure conflicts are avoided and parallel planning efforts are supportive of each other. Other projects relevant to the study area are the proposed 48-unit condominium project located southeast of the Covina Metrolink station at Front Street and the Covina 3 residential/commercial development consisting of 72 units and 12, 800 square foot retail spaces.

Staff and Consultant will be responsible for the coordination and development of a variety of regulatory changes throughout the analysis, public participation, plan development, environmental review, and public approval processes associated with each type of change. Staff will review consultant invoices and work with accounting staff to prepare quarterly invoices for submittal to Metro.

Staff will schedule the initial quarterly briefing within 4 months from project start. At this meeting, Staff will update the group on project progress and upcoming public outreach, as well as solicit feedback as appropriate. After the initial one, quarterly meetings will be scheduled thereafter and for the duration of the project. Additional task-specific “working group” meetings will be scheduled when necessary.

Deliverables: Prepare meeting agenda and a summary of action steps, responsible parties and deadlines resulting from each meeting. Provide Quarterly Progress Reports to Metro describing progress to date and highlighting expected completion date.

Schedule: Initial quarterly briefing within 4 months of project start, and have quarterly meetings thereafter. On-going for the duration of the project. Completion and adoption of Specific Plan Amendment within 18 months of project start.

Milestones: *Hold quarterly briefing(s) with relevant public agencies and City staff as well as submission of quarterly reports/invoices.*

TASK 2- PROJECT AREA AND SPECIFIC PLAN ANALYSES

Duration: Months 2 - 8

Percentage of Budget: 25%

Task 2.1 –ANALYSES OF EXISTING CONDITIONS, LAND USES AND DEVELOPMENT STANDARDS

The Consultant will be responsible for the following work program:

- Perform data gathering, which includes mapping information, General Plan, Zoning, development applications and other planning efforts that have a bearing to the City.
- Analyze City’s current land use and development standards, City’s development review process and determine if the standards could be strengthened and the process streamlined to promote and encourage redevelopment of opportunity sites.
- Research existing infrastructure within the study area that includes utilities such as sewer, water and storm-drain facilities and identify capacity issues and constraints.

Deliverables: Provide a technical memo summarizing existing conditions and findings.

Schedule: Within 2-8 months of project start.

Milestones: *Completion of existing conditions, land uses and development standards analysis.*

Task 2.2 –ANALYSIS OF CONSTRAINTS AND OPPORTUNITY SITES

The Consultant will be responsible for the following work program:

- Analyze the study area and create an overlay map that illustrates the existing land use and the urban design opportunities and constraints.
- Identify key sites within the study area that will be evaluated for TOD design and development opportunities.
- Recommend the boundaries for the TOD overlay zone that will have flexible design and development standards.

Deliverables: Create a base map and a map showing existing conditions, its opportunities and constraints using existing data and aerial photographs. Provide a technical memo summarizing the findings.

Schedule: Within 2-8 months of project start.

Milestones: *Completion of constraints and opportunity site analysis.*

Task 2.3 –ANALYSIS OF TRANSIT, AUTO, BICYCLE AND PEDESTRIAN CIRCULATION

The Consultant will be responsible for the following work program:

- Review available data and prepare an inventory of major destinations, the transit stops such as Covina Metrolink station, the bus transit routes and stops, the bike lanes routes and the pedestrian network within the study area.
- Examine mobility in the study area as it relates to network gaps, potential improvements to address barriers and linkages to connect the study area with adjacent neighborhoods.
- Analyze the connectivity of the overall transit, auto, bicycle and pedestrian circulation, especially within the concept of “first last mile” and determine the infrastructure improvements needed to increase the connectivity of the multi-model network.
- Develop a network of safe and recognizable routes to and from the identified major destinations, most notably the Covina Metrolink station, to enhance utilization of public transit and promote TOD.

Deliverables: Create maps showing existing and proposed improvements to the overall transit, auto, bicycle and pedestrian network using data, graphics, visual simulations, and aerial photographs. Provide a technical memo summarizing the findings.

Schedule: Within 2 -8 months of project start.

Milestones: *Completion of circulation analysis.*

Task 2.4 – CONDUCT PARKING STUDY AND PREPARE PARKING MANAGEMENT REPORT

The Consultant will be responsible for the following work program:

- Review available data, the existing parking polices and management strategies, the existing boundary of the Parking Overlay District and the constraints and opportunities.
- Document existing parking supply and establish the parking demand in the study area. Assess current parking conditions including the peak demands, the parking demand and supply relationships. Identify the problem areas with respect to short term versus long term, demand by time of day, walking distances and barriers to parking.
- Identify future parking demands based on the preferred future land use scenarios in the study area and then compared with the existing parking supply. Determine the boundary for expanding the Parking Overlay District.
- Prepare a parking management plan that addresses the following: Parking Overlay District, locations of shared parking; opportunities for new shared parking areas and/or structures; regulatory policies or guidelines to implement, manage and enforce shared parking while protecting commuter parking during weekdays; parking pricing; parking ratio for land use in the study area and other recommendations.

Deliverables: Create maps for existing and proposed expansion of Parking Overlay District, using data, visual simulations and aerial photographs. Provide parking study and prepare parking management plan.

Schedule: Within 2-8 months from project start.

Milestones: *Completion of parking study and parking management plan.*

Task 2.5 – CONDUCT A MARKET STUDY AND PREPARE A REPORT

The Consultant will be responsible for the following work program:

- Assess the market/economic parameters within the study area. Develop a demographic database and forecast for the study area.
- Analyze the demand for retail, restaurant and office spaces, and the demand for multi-family residential units within the study area
- Forecast the fiscal revenue and cost implications of various land use scenarios.

Economic analysis will determine the optimal development mix within the study area and define the specific implementation strategies to attract the desired development.

Deliverables: Market study report with findings and recommendations.

Schedule: Within 2-8 months from project start.

Milestones: *Completion of Market Study Report.*

TASK 3 – PUBLIC PARTICIPATION

Duration: Months 2-8

Percentage of Budget: 5%

Task 3.1 – COMMUNITY OUTREACH PROGRAM AND MATERIAL

The Consultant will be responsible for the following work program:

- Work with staff to develop an outreach strategy that will most effectively inform the Specific Plan amendment process and build community consensus.
- Create project information brochure or other communication medium for City to use.
- Prepare materials for posting on City website and prepare presentation material for public outreach meetings.
- Prepare meetings/workshops materials including agendas, handouts, base maps, comment sheets and other materials that will encourage interaction from participants. Prepare minutes of meetings/workshops.

Deliverables: Create project information brochure and presentation materials to be approved and used by the City

Schedule: Within 2-8 months from project start

Milestones: *Creation of community outreach program and materials*

Task 3.2 – CONDUCT FOCUS GROUP AND PUBLIC OUTREACH MEETINGS

The Consultant will be responsible for the following work program:

- Conduct one-on-one stakeholders meetings that may include but are not limited to members of the City Council, Planning Commission, staff, key representatives of local merchant association and large employers within the study area.
- Hold a series of community wide stakeholder's meetings/workshops for the following: gather participants' ideas, concerns and visions; address key issues; and introduce specific plan concepts for land use and urban design.
- Hold Planning Commission/City Council study sessions as needed. The purpose of the study session is to allow members of City Council and Planning Commission to get familiar with the various components of the changes, and to allow for questions before the scheduled public hearing of the amendment.
- Prepare preferred land use and urban design concept(s) based on the community input.

Deliverables: Hold a series of one on one stakeholders' meetings and community wide meetings. Prepare the preferred land use and urban design concept.

Schedule: Within 2-8 months from project start.

Milestones: *Completion of summary report of community participation and preferred land use and urban design concept*

TASK 4 – PREPARATION OF SPECIFIC PLAN AMENDMENT

Duration: Months 8-12

Percentage of Budget: 25%

The Specific Plan amendment or update will provide innovative and effective policies, development standards and implementation tools that address the identified challenges and constraints in the project area. The Specific Plan amendment will provide an effective regulatory framework that encourages TOD around the Covina Metrolink station thus supporting and facilitating transit uses.

Task 4.1 – PREPARE DRAFT DOCUMENTS FOR PARKING DISTRICT OVERLAY AND DRAFT TRANSIT, AUTO, BICYCLE AND PEDESTRIAN CIRCULATION PLAN

The Consultant will be responsible for preparing a draft document with the following elements:

- Streetscape and public improvements on public plazas, design concepts for street trees, lighting, street furniture, crosswalks, wayfinding, transit stop facilities, end of trip facilities, etc.

- Transportation, circulation and parking that contains recommendations on expansion of Parking District Overlay, shared parking strategies, pedestrian connections and crossing enhancement and transit hub improvements and infrastructure and public facilities improvements.
- Implementation and source of funding programs.

Deliverables: Create draft document with maps for the Parking District Overlay and the transit, auto, bicycle and pedestrian circulation plan for Staff review.

Schedule: Within 8 to 12 months from project start.

Milestones: *Completion of draft document with maps for the Parking District Overlay and the transit, auto, bicycle and pedestrian circulation plan.*

Task 4.2 – PREPARE DRAFT DOCUMENT FOR LAND USE CHANGE INCLUDING TOD OVERLAY, FLEXIBLE LAND USES AND DEVELOPMENT STANDARDS

The Consultant will be responsible for preparing a draft document with the following elements:

- Prepare 3 conceptual land use alternative plans based on policy makers, staff and community stakeholders input on existing land uses and TOD opportunity sites.
- Based on policy makers and staff direction on one of the 3 conceptual land use alternative or a combination of the land use alternative, consultant prepare a detailed land use plan and the TOD opportunity sites for the Specific Plan.
- Allowable land uses in matrix format and a mixed-use zone with the appropriate mix of the land use and its percentages if any. Flexible standards for mixed-use development with respect to building form site development standards such as height, setback, coverage, common and private open space standards, parking requirements and other innovative standards. Graphic oriented design guidelines to address site planning and design, parking lot design, building design, etc.
- Prepare Parking District Overlay map and TOD Overlay map compatible with City's GIS database.

Deliverables: Create draft document with maps for TOD overlay and flexible land use and development standards.

Schedule: Within 8 to 12 months from project start.

Milestones: *Completion of draft document with maps for land use and TOD overlay and flexible land use and development standards.*

Task 4.3 – REVISE LAND USE AND CIRCULATION ELEMENT OF THE GENERAL PLAN, AND ZONING MAPS

The Consultant will be responsible for the following work program:

- Prepare a draft update to the pertinent elements of the General Plan such as land use and circulation as necessary.
- Prepare Zoning Ordinance amendment that includes Zone Change necessary to adopt and implement the Specific Plan Amendment and the TOD Overlay.

Deliverables: Prepare revisions to the land use and circulation elements of the General Plan, Zoning Map and Zoning Ordinance for Staff review.

Schedule: Within 8 to 12 months from project start.

Milestones: *Revised land use and circulation elements of the General Plan, Zoning Map and the Zoning Ordinance, as necessary.*

Task 4.5 – RELEASE DRAFT SPECIFIC PLAN AMENDMENT DOCUMENTS FOR PUBLIC REVIEW

Staff and Consultant will be responsible for the following work program:

- Consultant prepares Draft General Plan Amendment and Zoning Documents for Staff review (screen check) and make all changes based on Staff's edits (redline) of document. Staff reviews the final version before acceptance of document for public review.
- Consultant prepares Draft Specific Plan Document including TOD Overlay, maps, graphics and other document and design exhibits for Staff review (screen check), make all changes based on Staff's edits (redline) of document. Staff reviews the final version before acceptance of document for public review.
- Consultant provides hard copies and electronic version of the Final draft documents to the City for public review following City comments on the screen check draft regulatory documents.
- Consultant prepares noticing to community stakeholders and city-wide for availability of the final draft Specific Plan documents for public review. Staff to

Deliverables: Prepare final draft Specific Plan documents ready for public review.

Schedule: Within 8 to 12 months from project start.

Milestones: *Completion of final Draft Specific Plan Document.*

TASK 5 – ENVIRONMENTAL REVIEW

Duration: Months 2 to 12
Percentage of Budget: 30%

Task 5.1 – PREPARE INITIAL STUDY AND NOTICE OF PREPARATION

The Consultant will be responsible for the following work program:

- Evaluate comprehensively all the required CEQA topic areas and prepare a draft Initial Study for Staff review
- Coordinate with other Consultant’s project team to assess the required studies and reports with data and technical information to address the identified impacts areas.
- Prepare a schedule that coordinate with the timing of the Specific Plan Amendment and TOD Overlay
- Prepare a draft Notice of Preparation for Staff review

Deliverables: Prepare Draft Initial Study, a Notice of Preparation and a time schedule for the coordinated PEIR process with Specific Plan Amendment process.

Schedule: Within 2 to 6 months from project start.

Milestones: *Draft Initial Study and Notice of Preparation.*

Task 5.2 – CONDUCT A PUBLIC SCOPING MEETING

The Consultant will be responsible for the following work program:

- Conduct a public scoping meeting within 30 days from the issuance of Notice of Preparation.
- Prepare agenda, informational handouts, sign-in sheets and minutes of the meeting.
- Address any comments received during the scoping meeting in the Draft PEIR. City Staff will provide to the consultant comments received during the scoping meeting.

Deliverables: Prepare agenda, informational handouts, sign-in sheets, meeting minutes and responses to comments. Conduct scoping meeting.

Schedule: Within 2 to 6 months from project start.

Milestones: *Conduct Scoping meeting.*

Task 5.3 – DEVELOP CITY CEQA TRANSPORTATION IMPACT CRITERIA PER SB 734 – TRANSIT ORIENTED IN-FILL PROJECTS

The Consultant will be responsible for the following work program:

- Analyze and prepare transportation impact criteria consistent with SB 734 as well as the City's goals, policies and values of circulation and mobility in the City.
- Identify TOD development opportunity sites within the study area that may be evaluated for compliance with the transportation impact criteria.
- Include criteria that the City maintains the authority to consider aesthetic impacts pursuant to City's design guidelines and other discretionary powers.

Deliverables: Prepare a summary report with the criteria for in-fill projects that could have CEQA exemption

Schedule: Within 6-12 months from project start.

Milestones: *Completion of summary report.*

Task 5.4 – PREPARE DRAFT PROGRAM ENVIRONMENTAL IMPACT REPORT (PEIR) FOR ADMINISTRATIVE REVIEW

The Consultant will be responsible for preparing an administrative draft PEIR, which will contain the following elements:

- Introduction and an executive summary
- Project description and indicate the EIR is a Program EIR that provides CEQA clearances for future development opportunity sites. Include discussion of SB 743 for in-fill TOD
- Environmental impact analysis on all relevant topics as follows: Aesthetics, Air Quality, Climate Change, Cultural Resources, Geology and Soils, Hazards and Hazardous Materials, Hydrology and Water Quality, Land Use and Planning, Noise, Population and Housing, Public Services, Recreation Transportation and Traffic and Utilities and Service Systems including energy.
- Project Impacts
- Alternatives
- Mitigation Measures and Mitigation Measures Monitoring and Reporting Program
- Technical Appendices

Deliverables: Prepare Administrative draft PEIR (screencheck) for staff review.

Schedule: Within 6 to 12 months from project start.

Milestones: *Completion of administrative draft PEIR*

Task 5.5 – PREPARE DRAFT PEIR FOR PUBLIC REVIEW

Staff and Consultant will be responsible for the following work program:

- Consultant make changes to the administrative draft PEIR based on the Staff's edits (redlined) in order to produce a draft for public review.
- Consultant prepares Notice of Completion (NOC) of Draft PEIR and Availability for public review. Staff to review the NOC.
- Staff prepares the distribution of Draft PEIR to State Clearinghouse, local, regional and state agencies and community stakeholders identified by the City.
- Consultant provide responses to comments received within the public review period and incorporate the comments received and responses to comments into the draft PEIR for a final Draft PEIR for public hearing purposes.

Deliverables: Prepare Draft PEIR, hard copies and electronic format

Schedule: Within 6 to 12 months from project start.

Milestones: *Completion of draft PEIR for public review with a 45-day review and comment period.*

Task 5.6 – CONDUCT PLANNING COMMISSION MEETING TO RECEIVE PUBLIC INPUT ON DRAFT PEIR

Staff and Consultant will be responsible for the following work program:

- Attend Planning Commission meeting to receive public testimony on the Draft PEIR.
- Prepare materials for the meeting.

Deliverables: PowerPoint, agenda and minutes

Schedule: Within 12 to 14 months from project start.

Milestones: *Conduct Planning Commission meeting to receive public testimony of the Draft PEIR.*

Task 5.7 – PREPARE RESPONSES TO PUBLIC COMMENTS AND FINAL DRAFT PEIR

The Consultant will be responsible for the following work program:

- Collect responses and comments receive. Prepare responses to the comments for Staff review.
- Prepare Final draft PEIR.
- Provide hard copies and electronic format.

Deliverables: Summarize comments and prepare responses to public comments and Final draft PEIR.

Schedule: Within 12-14 months from project start

Milestones: *Completion of Final draft PEIR*

TASK 6 – ADOPTION PROCESS

Duration: Months 14-18

Percentage of Budget: 10%

Task 6.1 – PREPARE FINAL SPECIFIC PLAN AMENDMENT, GENERAL PLAN AMENDMENT, ZONE CHANGE AND MAPS

The Consultant will be responsible for the following work program:

- Prepare the documents for the Final Specific Plan Amendment and TOD Overlay, General Plan Amendment, Zoning Ordinance Changes, Zone Changes and Maps following public review of documents.

Staff will be responsible for the following work program:

- Review all documents prepared by the Consultant for public hearing
- Prepare Notice of public hearing for Planning Commission and City Council meetings

Deliverables: Prepare Final Specific Plan Amendment and TOD Overlay, General Plan Amendment, Zoning Ordinance Changes, Zone Changes and Maps. Prepare Notice of Public Hearings.

Schedule: Within 14 to 18 months from project start

Milestones: *Completion of final Specific Plan and TOD Overlay, General Plan, Zone Change, Zoning Ordinance and Maps*

Task 6.2 – PLANNING COMMISSION PUBLIC HEARINGS AND RECOMMENDATIONS TO CITY COUNCIL

Staff and Consultant will be responsible for the following work program:

- Staff presents PEIR, Specific Plan Amendment including the TOD Overlay, General Plan Amendment, Zone Change, Zoning Ordinance Amendment and the relevant maps to the Planning Commission using PowerPoint
- Consultant attends Planning Commission meeting and provide technical support to answer questions and or present to the Planning Commission.
- Consultant incorporates comments from Planning Commission as appropriate.

Deliverables: Prepare power point presentation, agenda, meeting minutes and attend meetings.

Schedule: Within 14 to 18 months from project start.

Milestones: *Planning Commission hold public hearing and make recommendations to the City Council.*

Task 6.3 – CITY COUNCIL PUBLIC HEARINGS AND ADOPTION

Staff and Consultant will be responsible for the following work program:

- Staff presents PEIR, Specific Plan Amendment including TOD Overlay, General Plan Amendment, Zone Change, Zoning Ordinance Amendment and the relevant maps to the City Council using PowerPoint.
- Consultant attend City Council meeting and provide technical support to answer questions and or present to the City Council.
- Consultant incorporates comments from City Council as appropriate and prepares Notice of Determination and Staff files Notice of Determination to Los Angeles County Clerk Office within 5 days from Council adoption date.
- Staff will be responsible for the disposition of the PEIR.

Deliverables: Prepare power point presentation, agenda, meeting minutes, and attend meeting(s). Final the Specific Plan Amendment including the TOD Overlay, General Plan Amendment, Zoning Ordinances changes, Zoning Map Changes and PEIR with comments from Planning Commission and City Council incorporated.

Schedule: Within 18 months from project start.

Milestones: *City Council hold public hearing and adopt Specific Plan Amendment, TOD Overlay, General Plan Amendment, Zone Change, Zoning Ordinance Amendment, and certify PEIR.*

RESOLUTION NO. 15-XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, AUTHORIZING THE AGREEMENT BETWEEN THE CITY OF COVINA AND LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY AND ALLOW THE CITY MANAGER TO EXECUTE THE AGREEMENT

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

SECTION 1. The City of Covina applied for a Transit Oriented Development Planning Grant that was made available from the Los Angeles County Metropolitan Transportation Authority. A total of \$5 million in funding is available to the County of Los Angeles and all local governments with land use regulatory jurisdiction within on-half mile of existing, planned, or proposed Metrolink, Metro Rail, or Metro Transitway/Bus Rapid Transit stations and adjacent transit corridors.

SECTION 2. On January 29, 2015, the City of Covina was congratulated by Metro as a recipient of a \$342,000 award that will be used toward the administrative and consulting costs of preparing an amendment to the Covina Town Center Specific Plan. The Specific Plan amendment will expand the mixed-use zones and create flexible standards and implementation programs that will provide an effective regulatory framework that encourages transit-oriented development around the Covina Metrolink Station and supporting and facilitating transit use. The next step to receive the funds is to execute a grant agreement with Metro.

PASSED, APPROVED AND ADOPTED this 20th day of October 2015

John King, Mayor

ATTEST:

Sharon Clark, City Clerk

APPROVED AS TO FORM:

Candyce Lee, City Attorney

CERTIFICATION

I, Sharon Clark, City Clerk of the City of Covina, California, do hereby certify that Resolution No. 15-XXXX was adopted by the Covina City Council at a regular meeting thereof held this 20th day of October 2015, and was approved and passed by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Sharon Clark
City Clerk



CITY OF COVINA

AGENDA REPORT

ITEM NO. CC 6

MEETING DATE: October 20, 2015

TITLE: Approve Change Orders for Project No. T-0733, Glendora Avenue and Cienega Street Traffic Signal Installation and Adopt **Resolution No. 15-XXXX**, Appropriating \$45,508 in Available Measure R Fund Balance and Increasing the Fiscal Year 2015-16 Capital Projects Fund Budget in the Amount of \$45,508

PRESENTED BY: Siobhan Foster, Director of Public Works

RECOMMENDATION:

- 1) Approve Change Order Nos. 2 and 4 for Project No. T-0733, Glendora Avenue and Cienega Street Traffic Signal Installation, increasing the construction contract by a total of \$5,300;
 - 2) Authorize the City Manager or her designee to execute the approved change orders; and
 - 3) Adopt **Resolution No. 15-XXXX** appropriating \$45,508 in available Measure R Fund Balance (account no. 2410-0000-33000) and increasing the fiscal year 2015-2016 Capital Projects Fund budget (account no. 4010-2350-55340-T0733) in the amount of \$45,508.
-

BACKGROUND:

On July 15, 2014, the City Council awarded a \$196,000 construction contract to California Professional Engineering for the installation of a traffic signal at the intersection of Glendora Avenue and Cienega Street.

DISCUSSION:

As of September 30, 2015, the City Engineer has reviewed the following change orders for completeness and accuracy as to the materials and labor included:

- Change Order No. 2: Procurement of a Southern California Edison New Signal Permit. The change in contract cost due to Change Order No. 2 is an increase of \$1,582.06 to the contract cost.
- Change Order No. 4: Removal of the existing midblock crosswalk striping at Cienega Avenue and Arroway Avenue. The contractor performed the removal operations on October 8, 2015 concurrently with the energizing of the new traffic signal. The change in contract cost due to Change Order No. 4 is an increase of \$3,717.60.

The following is an update on pending Change Orders:

- **Change Order No. 3:** This proposed change order would have improved the existing midblock crosswalk by installing rectangular flashing beacon (RRFB) with wireless push button and solar panel, 200W HPS luminaire with 8' mast arm on existing wood pole, changes to signage and striping, curb ramps and Type II slurry seal. The Department of Public Works, in conjunction with the City Engineer and County of Los Angeles, reviewed the midblock crosswalk and determined it should be removed due to the close proximity to the signalized intersection per the Federal Highway Administration guidelines.

FISCAL IMPACT:

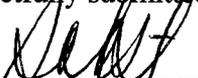
Approval of Change Order Nos. 2 and 4 will increase the construction contract for the Glendora Avenue and Cienega Street Traffic Signal Installation project by a total of \$5,300. The cumulative effect of Change Order No. 2 and 4 and Change Order No. 1 previously approved by the City Council on May 5, 2015, is to increase the value of the construction contract by \$49,508 to \$245,508 from the original contract total of \$196,000.

On July 15, 2014, the City Council awarded a \$196,000 construction contract to California Professional Engineering. The project (T-0733) was funded with \$200,000 of General Fund monies (account no. 4010-2350-55340-T0733) carried forward from fiscal year 2012-2013. On May 5, 2015, the City Council approved Change Order No. 1 in the amount of \$44,208 increasing the construction contract to \$240,208. At that time, the Department of Public Works failed to request the funding required to support the contract increase associated with Change Order No. 1, necessitating the request for an appropriation of \$45,508 from Measure R Fund Balance at this time to fund the previously-approved Change Order No. 1 in the amount of \$44,208 and the pending Change Order Nos. 2 and 4 in the amount of \$5,300.

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,



 Siobhan Foster
 Director of Public Works

City Manager	City Attorney	Finance	City Clerk

ATTACHMENTS:

- Attachment A: Change Order Nos. 2 and 4
- Attachment B: Resolution No. 15-XXXX



CITY OF COVINA

125 East College Street • Covina, California 91723-2199
www.covinaca.gov

PUBLIC WORKS DEPARTMENT

Engineering

(626) 384-5490 FAX (626) 384-5479

CHANGE ORDER

Change Order No.2

DATE: August 19, 2015
PROJECT NO. T-0733
CONTRACT: Glendora Avenue and Cienega Street Traffic Signal Installation
CONTRACTOR: California Professional Engineering, Inc.

1. Procurement of a Southern California Edison Permit as authorized per proposal dated August 19, 2015

Total increase = \$1,582.06

2. Time Extension: None.

3. Change in contract cost: Increase of \$1,582.06

Submitted by: [Signature] Date 10/2/15
Title: City Engineer

Accepted by: [Signature] Date 10/8/2015
Title: Contractor, California Professional Engineering, Inc.

Approved by: _____ Date _____
Title: City Manager

.....

California Professional Engineering, Inc.

Quality Beyond Expectations

Wednesday, August 19, 2015

City of Covina
125 East College Street
Covina, CA 91723-2199
Attn: Kristen Weger, P.M.

Reference: City of Covina – Glendora/Cienega Traffic Signal Project

Subject: CCO Request #2 – Payment to Southern California Edison

Dear Ms. Kristen Weger,

California Professional Engineering, Inc. is pleased to provide the following cost proposal in response to the City's request pertaining to the above project:

<i>Description</i>	<i>Costs</i>
SCE Invoice #214230, Document #7590010313	\$ 1,552.06
Overnight FedEx Delivery	\$ 30.00

CCO #2 Grand Total	\$ 1,582.06
---------------------------	--------------------

Please provide a change order or written directive to proceed.

Please feel free to contact me with any questions or concerns.
Sincerely,



Diem Chu
Project Manager
626-810-1338 x 102

Agency Acceptance: _____
Name & Title: _____
Date: _____



**SOUTHERN CALIFORNIA
EDISON**

An EDISON INTERNATIONAL Company
Southern California Edison Company

800 WEST CIENEGA
SAN DIMAS CA 91773

DIEM, CHU

929 OTTERBEIN AVE UNIT E
LA PUENTE CA 91748

Document #	7590011372
Invoice #	215304
Invoice Date:	08/18/2015
SCE Contact:	Casey Coleman O'Brien
Telephone:	(909)-592-3705
Install - Billing Option:	SCE INSTALL - DISCOUNT

Description	Amount
Service Request Number: 2022414 Project: TD1025049 NEW TCI-LS2 SIGNAL PER R15. 1211 N GLENDORA AVE COVINA CA 91724	
Item # 230983 Product: 1025049 - LINE EXTENSION Design #: 719226	\$1,552.06
Previous Payment	\$0.00
COMMENTS:	
<ul style="list-style-type: none"> * Enclosed are two copies of your invoice. Please return one copy of the invoice with your payment to Accounts Receivable in the enclosed return-addressed envelope. The other copy of the invoice is for your records. * All prices are applicable for a period of 90 days from this date and are subject to change thereafter. * Please complete all applications and/or contracts and return to your planning office, using the enclosed return-addressed envelope. * For the Refundable and Discount Option appendices, choose only one option. Sign "Has Chosen" on the appropriate option and sign "Has Not Chosen" on the other option. Only sign each form once. Return both forms in the enclosed self-addressed envelope. * If a street light work order is associated with this project, contracts for that project will be enclosed. * Easement documents will be mailed directly to you from our Right of Way department. Please complete and return them as soon as possible, as we will not be able to proceed with the project without clearance. * Call the Edison company at 1-800-655-4555 to make application for electrical service. * An Edison Inspector must approve all underground systems. Please call your designated inspector 48 hours prior to construction to schedule an inspection. * Final electrical inspection from the local governmental building and safety department must be received before we can energize your service. 	
TOTAL PROJECT INVOICE AMOUNT:	
\$ 1,552.06	



An EDISON INTERNATIONAL Company
Southern California Edison Company

800 WEST CIENEGA
SAN DIMAS CA 91773

DIEM. CHU
929 OTTERBEIN AVE UNIT E
LA PUENTE CA 91748

Document #	7590011372
Invoice #	215304
Invoice Date:	08/18/2015
SCE Contact:	Casey Coleman O'Brien
Telephone:	(909)-592-3705
Install - Billing Option:	SCE INSTALL - DISCOUNT

Description	Amount
Service Request Number: 2022414 Project: TDI025049 NEW TC1:LS2 SIGNAL PER R15. 1211 N GLENDORA AVE COVINA CA 91724	

ADDITIONAL PAYMENT INSTRUCTIONS:

If paying by check, please follow instructions on payment stub

Instructions for wire or ACH payments:

JP Morgan Chase Bank
New York, NY
ABA#: 021000021 - Acct#: 323-394434
SCE Taxpayer ID No. 95-1240335

SCE Contact: Casey Coleman
Document #: 7590011372

*** Failure to properly identify your document number and SCE contact may delay the application of funds and initiation of your project

Special Instructions for overnight delivery methods:



Please detach and return payment stub with payment

Payment Stub

Invoice #: 215304
Document #: 7590011372

DIEM. CHU
929 OTTERBEIN AVE UNIT E
LA PUENTE CA 91748

Please pay total amount now due:

\$ 1,552.06

Thank you for paying promptly
Make check payable to Southern California Edison

ATTN: Accounts Receivable
PO Box 800
Rosemead, CA 91771-001



CITY OF COVINA

125 East College Street • Covina, California 91723-2199
www.covinaca.gov

PUBLIC WORKS DEPARTMENT

Engineering

(626) 384-5490 FAX (626) 384-5479

CHANGE ORDER

Change Order No. 4

DATE: September 30, 2015
PROJECT NO. T-0733
CONTRACT: Glendora Avenue and Cienega Street Traffic Signal Installation
CONTRACTOR: California Professional Engineering, Inc.

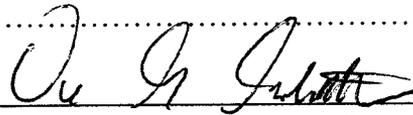
.....
.....

- Existing Midblock Crosswalk Removal as authorized per proposal dated September 30, 2015

Total increase = \$3,717.60

- Time Extension: 30 days.

- Change in contract cost: Increase of \$3,717.60

.....
Submitted by:  Date 10/8/15
Title: City Engineer

Accepted by:  Date 10/8/2015
Title: Contractor, California Professional Engineering, Inc.

Approved by: _____ Date _____
Title: City Manager

.....
California Professional Engineering, Inc.

Quality Beyond Expectations

Wednesday, September 30, 2015

City of Covina
125 East College Street
Covina, CA 91723-2199
Attn: Kristen Weger, P.M.

Reference: City of Covina – Glendora/Cienega Traffic Signal Project

Subject: CCO Request #4 – Existing Midblock Crosswalk Marking Removals REV

Dear Ms. Kristen Weger,

California Professional Engineering, Inc. is pleased to provide the following change order request in response to the City's revised plans received Sept. 14, 2015 and comments Sept. 30, 2015 pertaining to the above project:

<i>Description</i>	<i>Costs</i>
Grind Existing Midblock Crosswalk; Grind Slow School Xing Legends; Additional Mobilization by Superior Pavement Markings (Subcontractor)	\$ 3,098.00
Markup 20%	\$ 619.60
CCO #4 Grand Total	\$ 3,717.60

Please provide a change order or written directive to proceed.

Please feel free to contact me with any questions or concerns.

Sincerely,



Diem Chu
Project Manager
626-810-1338 x 102

last modified 10.15.15

RESOLUTION NO. 15-XXXX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINA,
CALIFORNIA, TO AMEND THE FISCAL YEAR 2015-2016
PUBLIC WORKS DEPARTMENT BUDGET TO REFLECT AN
APPROPRIATION OF \$45,508 FROM MEASURE R FUND BALANCE FOR PROJECT
T-0733, AND INCREASING THE FISCAL YEAR 2015-2016 CAPITAL PROJECTS
FUND BUDGET (ACCOUNT NO. 4010-2350-55340-T0733) IN THE AMOUNT OF
\$45,508 FOR EXPENDITURE FOR PROJECT T-0733,
GLENORA AVENUE AND CIENEGA STREET TRAFFIC SIGNAL INSTALLATION**

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”); and

WHEREAS, the budget of the City of Covina for fiscal year commencing July 1, 2012 and ending June 30, 2013 was amended on October 16, 2012 to include \$200,000 for the Glendora Avenue and Cienega Street Traffic Signal Installation project (account no. 4010-2350-55340); and

WHEREAS, the \$200,000 appropriation for the Glendora Avenue and Cienega Street Traffic Signal Installation project (account no. 4010-2350-55340) was carried forward into the 2013-14 budget and subsequently the 2014-15 budget; and

WHEREAS, on July 15, 2014, the City Council awarded a construction contract to California Professional Engineering in the amount of \$196,000 for the construction of Glendora Avenue and Cienega Street Traffic Signal Installation project; and

WHEREAS, on May 5, 2015 the City Council amended the construction contract with California Professional Engineering to reflect the approval of Change Order No. 1 in the amount of \$44,208, increasing the value of the construction contract from an initial amount of \$196,000 to \$240,208; and

WHEREAS, on May 5, 2015, the Department of Public Works failed to request funding in the amount of \$40,208 required to support the construction contract increase associated with Change Order No. 1; and

WHEREAS, on October 20, 2015, City Council approval of Change Order Nos. 2 and 4 in the total amount of \$5,300 is being requested by the Department of Public Works; and

WHEREAS, an appropriation of \$45,508 is needed at this time to fund the previously-approved Change Order No. 1 in the amount of \$44,208 and the pending Change Order Nos. 2 and 4 in the amount of \$5,300; and

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

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

WHEREAS, the City of Covina wishes to allocate additional funds for the traffic signal at Glendora Avenue and Cienega Street.

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

SECTION 1. Amend the fiscal year 2015-2016 Public Works Department operating budget as follows: \$45,508 from Measure R Fund balance (account no. 2410-000-33000) to account no. 4010-2350-55340-T0733) for the Glendora Avenue and Cienega Street Traffic Signal Installation, Project No. T-0733.

SECTION 2. The City Clerk shall certify to the adoption of this resolution.

PASSED, APPROVED AND ADOPTED this 20th day of October 2015.

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: October 20, 2015

TITLE: Adopt **Resolution No. 15-XXXX** Appropriating \$5,187 in Available Measure R Fund Balance and Increasing the Fiscal Year 2015-16 Capital Projects Fund Budget in the Amount of \$5,187 and Final Acceptance and Filing Notice of Completion of Public Works Project No. P-1304, Federal Project No. STPL-5118(018); Resurfacing of Streets at Hollenbeck Avenue, Cypress Street, et al.

PRESENTED BY: Siobhan Foster, Director of Public Works

RECOMMENDATION:

- 1) Accept the work performed by Hardy & Harper Inc., for the amount of \$624,298;
- 2) Adopt **Resolution No. 15-XXXX** appropriating \$5,187 in available Measure R Fund balance (account no. 2410-0000-33000) and increasing the Fiscal Year 2015-16 Capital Projects Fund budget (account no. 4300-2200-55310-P-1304) in the amount of \$5,187; and
- 3) Authorize the City Clerk to file a Notice of Completion for Public Works Project No. P-1304, Federal Project No. STPL-5118(018).

BACKGROUND:

On May 5, 2015, the City Council awarded a \$621,000 construction contract to Hardy & Harper Inc. for Project P-1304, Federal Project No. STPL-5118(018) for Resurfacing of Streets at Hollenbeck Avenue, Cypress Street, et al. At the time of contract award, the Department of Public Works requested an appropriation of \$621,000 and a project contingency of \$4,000 for a total not-to-exceed amount of \$625,000. The project includes the resurfacing of:

- Hollenbeck Avenue from Arrow Highway to City limits (south of San Dimas Wash)
- Hollenbeck Avenue from Metrolink rail right-of-way to San Bernardino Road
- Cypress Street from Citrus Avenue to City limits (west of Cedar Drive)
- Cypress Street from Badillo Street to City limits (west of Asherton Avenue)

On July 13, 2015, the Department of Public Works contracted with Geo-Advantec Inc., a geotechnical firm on the City's on-call engineering bench for geotechnical testing and inspection services to ensure that the asphalt met compaction and material requirements for a not-to-exceed amount of \$6,655. The actual cost of services provided total \$5,889.

The project required one contract change order (Change Order No. 1) in the net amount of \$3,298, as reviewed and approved by the City Engineer on July 12, 2015 for completeness and

accuracy as to the materials and labor included. On August 26, 2015, the City Manager approved the change order using the contingency allowance authorized by the City Council on May 5, 2015.

- **Change Order No. 1:** Major components include: repair of a sink hole identified in the parking lane on the south side of Cypress Avenue between Asherton Avenue and Glen Arden Avenue necessitating the excavation, compaction, and rehabilitation of approximately 350 square feet of pavement; construction of an access ramp on the southwest corner of Hollenbeck Avenue and Grondahl Street to meet American with Disabilities Act (ADA) requirements; block out and fill of underground storm drain culvert; removal of bid items; and adjustment of bid quantities. The change in contract cost due to Change Order No. 1 is an increase of \$3,298 to the contract cost.

FISCAL IMPACT:

On May 5, 2015, the City Council adopted Resolution No. 15-7349 appropriating \$625,000 in Federal Surface Transportation Program – Local (STPL) funds to the 2014-15 fiscal year budget (account no. 4300-2200-55310-P-1304) for the Resurfacing of Streets at Hollenbeck Avenue, Cypress Street, et al. The City Council carried over the funds to fiscal year 2015-16 budget on September 15, 2015 in Resolution No. 15-7392. The total project cost is \$630,187 consisting of \$624,298 for the construction contract with Hardy & Harper Inc. and \$5,889 for geotechnical testing and inspection services provided by Geo-Advantec Inc. to ensure that the asphalt met compaction and material requirements. A supplemental appropriation of \$5,187 in available Measure R Fund balance (account no. 2410-0000-33000) and an increase in the 2015-16 Capital Projects Fund budget (account no. 4300-2200-55310-P-1304) is necessary at this time to fully fund and facilitate the closure of the project.

The following table presents a summary of the sources of funds that were used:

Federal STPL Funds (4300-2200-55310-P-1304)	\$625,000
Measure R Fund Balance (2410-0000-33000)	\$5,187
Total Sources	\$630,187

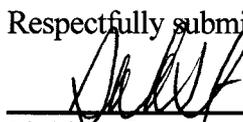
The following table represents a project summary:

Base Bid (Hardy & Harper Inc.)	\$621,000
Contingency for Change Order No. 1 (Hardy & Harper Inc.)	\$3,298
Geotechnical Testing/Inspection Services (Geo-Advantec Inc.)	\$5,889
Total	\$630,187

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,



 Siobhan Foster

Department of Public Works

City Manager	City Attorney	Finance	City Clerk

ATTACHMENTS:

- Attachment A: Change Order No. 1
- Attachment B: Notice of Completion
- Attachment C: Resolution No. 15-XXXX



CITY OF COVINA

125 East College Street • Covina, California 91723-2199
 www.covinaca.gov

Department of Public Works - Engineering Section (626) 384-5490 FAX (626) 384-5479

CHANGE ORDER

Project No. P-1304 Federal Project No. STPL-5118(018) Change Order No.1

Contract: Resurfacing of Hollenbeck Avenue & Cypress Street

Contractor: Hardy & Harper, Inc.

	Description	Increase	Decrease
1.	Added 296.0 Tons of ARHM Asphalt Pavement, unit price \$79.37 to complete the 2" overlay on this project	23,492.73	0
2.	Added 12.35 Tons of AC Leveling Course at unit price \$79.37	980.22	0
3.	Added 1 PCC Access Ramp Per APWA Std. Plan 111-4 Bid Qty. 26, unit price \$3,500.00	3,500.00	0
4.	Remove bid item 4, remove 8" curb & 24" Gutter. Qty. 500 LF unit price \$54.00	0	(27,000.00)
5.	Remove bid item 7, remove 4" deep AC and replace with full depth AC Base Course Qty. 200 SF unit price \$15.00	0	(3,000.00)
6.	Decrease bid item 8, traffic loop 6' dia. Qty. 26 unit price \$195.00 EA. Remove 2	0	(390.00)
7.	Decrease bid item 11, adjust manhole frame and cover to surface grade, Qty. 26 unit price \$610.00 EA. Remove 8	0	(4,880.00)
8.	Extra Work Proposal, Remove Failed AC Street area 50'X7'X10" replace with 2 sack slurry and 2" AC cap	9,625.00	0
9.	Extra Work T&M Ticket, Block out and fill abandon underground culvert storm drain	970.00	0
	Total	38,567.95	(35,270.00)
	Change in Contract Cost	3,297.95	

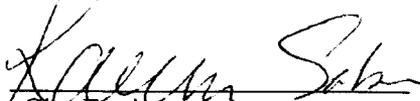
Change Order No.1

Total Contract Cost

624,297.95

Time Extension: None

Submitted by:


City Engineer

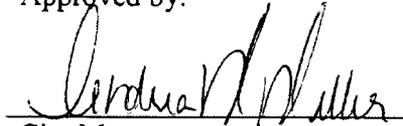
Date 8-12-15

Accepted by:


Contractor

Date 8-12-15

Approved by:


City Manager

Date 8/26/15

Copy: Public Works Construction Inspector

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

NAME City of Covina
STREET ADDRESS 125 E College Street
CITY Covina
STATE CA
ZIP CODE 91723

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF COMPLETION

Notice pursuant to Civil Code Section 3093, must be filed within 10 days after completion. (See reverse side for complete requirements.)
Notice is hereby given that:

1. The undersigned is owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described:
2. The full name of the owner is The City of Covina
3. The full address of the owner is 125 E College Street, Covina, CA 91723
4. The nature of the interest or estate of the owner is: In fee.

(If other than Fee, strike "in fee" and insert, for example, "purchaser under contract of purchase", or "Lessee")

5. The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:

NAMES

ADDRESSES

6. The full names and full addresses of all the predecessors in interest of the undersigned, if the property was transferred subsequent to the commencement of the work or improvements herein referred to:

NAMES

ADDRESSES

7. A work of improvement on the property hereinafter described was completed on: Click here to enter a date. The work done was:

Resurfacing of Streets at Hollenbeck Avenue, Cypress Street, et al., Project No. P-1304, Federal Project No. STPL-5118(018)

8. The names of the contractor, if any, for such work improvement was:

Hardy & Harper Inc.

May 5, 2015

(If no contractor for work of improvement as a whole, insert "None")

(Date of Contract)

9. The property on which said work of improvement was completed in the City of: Covina

County of Los Angeles, State of CA, and is described as follows:

Street resurfacing for

Various streets including Hollenbeck Avenue and Cypress Street, et. al

10. The street address of said property is

None

(If no street address has been officially signed, insert "None".)

Dated Click here to enter a date.

(Signature of Owner or corporate officer of Owner named in paragraph 2, or his agent)

VERIFICATION

I, the undersigned, say: I am the City Engineer The declarant of the foregoing Notice of Completion;
(President of, Manager of, Partner of, Owner of)

I have read said Notice of Completion and know the contents thereof; the same is true to my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on October 20, 2015 at Covina, California

(Personal signature of the individual of the individual who is swearing that the contents of the Notice of Completion are true.)

DO NOT RECORD

REQUIREMENTS AS TO NOTICE OF COMPLETION

Notice of completion must be filed for record **WITHIN 10 DAYS** after the completion of the work of improvements (to be computed exclusive of the day of completion) as provided in Civil Code Section 3093.

The "owner" who must file for record a notice of completion of a building or other work of improvement means the owner (or his successor in-interest at the date the notice is filed) on whose behalf the work was done, though his ownership is less than the fee title. For example, if A is the owner in fee, and B, lessee under a lease, causes a building to be constructed, then B, or whoever has succeeded to his interest at the date the notice is filed, must file the notice.

If ownership is in two or more person as joint tenants or tenants in common, the notice may be signed by any one of the co-owners (in fact, the foregoing form is designed for giving of the notice by only one cotenant), but the names and addresses of the co-owners must be stated in paragraph 5 of the form.

Note that any Notice of Completion signed by a successor in interest shall recite the names and addresses of his transferor or transferors.

In paragraphs 3, 5 and 6, the full address called for should include street number, city, county, and state.

As to paragraphs 7 and 8, this form should only be used where the notice of completion covers the work of improvement as a whole. If the notice is to be given only of completion of a particular contract, where the work of improvements is made pursuant to two or more original contracts, then this form must be modified as follows: (1) strike the words "A work of improvement" from paragraph 7 and insert a general statement of the kind of work done or materials furnished pursuant to such contract (e.g., "The foundation for the improvements"); (2) Insert the name of the contractor under the particular contract in paragraph 8.

In paragraph 8 of the notice, insert the name of the contractor for the work of improvement as a whole. No contractor's name need be given if there is no general contractor, e.g. on so-called "owner-builder jobs."

In paragraph 9, insert the full legal description, not merely a street address or tax description. Refer to deed or policy of title insurance. If the space provided for description is not sufficient, a rider may be attached.

In paragraph 10, show the street address, if any, assigned to the property by any competent public or governmental authority.

RESOLUTION NO. 15-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, TO AMEND THE FISCAL YEAR 2015-16 PUBLIC WORKS DEPARTMENT BUDGET TO REFLECT AN APPROPRIATION OF \$5,187 FROM MEASURE R FUND BALANCE FOR PROJECT NO. P-1304, FEDERAL PROJECT STPL-5118(018), AND INCREASING THE FISCAL YEAR 2015-16 CAPITAL PROJECTS FUND BUDGET (ACCOUNT NO. 4300-2200-55310-P-1304) IN THE AMOUNT OF \$5,187 FOR EXPENDITURE FOR THE RESURFACING OF HOLLENBECK AVENUE, CYPRESS STREET, ET AL., PROJECT NO. P-1304, FEDERAL PROJECT STPL-5118(018)

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”); and

WHEREAS, the budget of the City of Covina for fiscal year commencing July 1, 2014 and ending June 30, 2015 was approved on June 17, 2014; and

WHEREAS, on May 5, 2015, the budget of the City of Covina for fiscal year commencing July 1, 2014 and ending June 30, 2015 was amended to increase account no. 4300-2200-55310-P1304 to \$625,000; and

WHEREAS, on September 15, 2015, the funds in account no. 4300-2200-55310-P1304 were carried over to the 2015-16 fiscal year; and

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

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

WHEREAS, the City of Covina wishes to allocate additional funds for the resurfacing of Hollenbeck Avenue, Cypress Street, et al.

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

SECTION 1. Amend the fiscal year 2015-2016 Capital Projects Fund budget as follows: Appropriate \$5,187 in available Measure R Fund balance (account no. 2410-0000-33000) to Capital Projects Fund (account No. 4300-2200-55310-P-1304) for the Resurfacing of Streets at Hollenbeck Avenue, Cypress Street, et al.

SECTION 2. The City Clerk shall certify to the passage and adoption of this Resolution.

PASSED, APPROVED AND ADOPTED this 20th day of October 2015.

John C. King, Mayor

ATTEST:

Sharon Clark, Chief Deputy City Clerk

APPROVED AS TO FORM:

Candice Lee, City Attorney

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CITY OF COVINA

AGENDA REPORT

ITEM NO. CC 8

MEETING DATE: October 20, 2015

TITLE: City Council to Authorize City Manager to Execute Second Amendment to Contract with Absolute Security International, Inc. for Security Services at Covina Metrolink Station and Parking Complex to Increase Compensation and Add Park Restroom Locking Services to the Scope of Services, Approve Increase in Hours for Metrolink Complex Security, and Adopt **Resolution No. 15-xxxx** to Amend the Fiscal Year 2015-16 Budget to Reflect an Appropriation of \$30,323 From Available Proposition A Fund Balance and Increase Fiscal Year 2015-16 Proposition A Fund Budget in the Amount of \$30,233 for Expenditure on Metrolink Complex Security Services

PRESENTED BY: Siobhan Foster, Director of Public Works

RECOMMENDATION:

- 1) Authorize the City Manager to execute the Second Amendment to Contract with Absolute Security International, Inc. for Security Services at the Covina Metrolink Station and Parking Complex to increase compensation by \$315,606 from \$405,000 to \$720,606 to account for a) historic expenditures in the amount of \$207,282; b) the addition of park restroom locking services at a cost of \$8,000; and c) an increase in Covina Metrolink Complex security hours at a cost of \$100,324; and to reflect the addition of park restroom locking services to the scope of services;
- 2) Approve a 624 hour increase in security hours at the Metrolink Complex between October 1, 2015 and May 3, 2016; and
- 3) Adoption of **Resolution No. 15-xxxx** to amend the fiscal year 2015-16 budget to reflect an appropriation of \$30,324 from available Proposition A Fund balance (account no. 2400-0000-33000) and increase the fiscal year 2015-16 Proposition A Fund budget (account no. 2400-TO11-52310) in the amount of \$30,324 for expenditure on Metrolink Complex Security Services.

BACKGROUND:

On May 3, 2011, the City Council approved a contract with Absolute Security International Inc. to provide Metrolink Complex security services for a three-year period ending on May 3, 2014, in an amount not to exceed \$405,000. While the contract specified that extensions for up to two additional years through May 3, 2016 were available pending City Council approval, the

Department of Public Works did not seek a contract extension or an increase in compensation amount for the period of May 4, 2014 to August 18, 2015.

On August 18, 2015 and based on the satisfactory performance of the contractor, the City Council approved a contract extension with Absolute Security International, Inc. at the designated rate of \$15.81/hour for the period of August 18, 2015 through May 3, 2016. The Department of Public Works, however, did not request the necessary adjustment to the contract compensation amount at that time.

DISCUSSION:

The Department of Public Works is seeking authorization for the City Manager to execute the attached contract amendment with Absolute Security International, Inc. to increase the compensation amount by \$315,606 from \$405,000 to \$720,606 and to add park restroom locking services to the scope of services. These adjustments are recommended for the three reasons outlined below.

First, \$207,282 of the requested total compensation adjustment of \$315,606 is needed for prior fiscal years wherein actual expenditures exceeded the compensation amount in the contract approved by the City Council on May 3, 2011 for the period of May 4, 2011 through May 3, 2014. While Proposition A Funds were used for these expenditures, the contract should be retroactively adjusted to reflect the necessary compensation authority.

Secondly, the proposed addition of 432 hours plus a four percent contingency for extra hours as needed to the contract for the nightly locking of park restrooms at the rate of \$18/hour between October 1, 2015 and May 3, 2016 requires an \$8,000 increase in the contract compensation amount. The scope of services with Absolute Security International Inc. is also proposed to be amended to include those park restroom locking services.

On October 1, 2015, the Department of Public Works implemented the daily locking and unlocking of park restrooms at Cougar, Heritage, Kahler Russell, Kelby, Covina and Hollenbeck Parks in accordance Covina Municipal Code Chapter 9.48.260 (Park Hours of Use) for public safety purposes. Absolute Security International Inc. is responsible for locking park restrooms on a nightly basis and Park Maintenance personnel unlock the restrooms each morning. Since the program was implemented, a noticeable decrease in restroom vandalism and maintenance issues has been observed.

Lastly, the anticipated use of 5,288 hours of Metrolink Complex security services between July 1, 2015 and May 3, 2016 plus a twenty percent contingency for extra hours as needed, at the rate of \$15.81/hour necessitates a \$100,324 increase in the contract compensation amount. It is essential to note that Public Works is proposing an increase of 624 security hours between October 1, 2015 and May 3, 2016 over the level of security services approved by the City Council on August 18, 2015 to meet the 2015-16 approved budget of \$70,000. The security level as approved by the City Council would have provided 2,600 security hours between October 1, 2015 and May 3, 2016; the current proposal would provide 3,224 security hours.

The Department of Public Works is recommending an increase in security hours to mitigate vandalism and other facility misuse. While the proposed augmentation includes additional weekday evening hours and consistent Saturday coverage, the service level remains significantly lower than in previous years. The Police Department routinely patrols the Metrolink Complex.

The proposed change in the security service would not affect the Police Department’s ongoing efforts at this facility.

To offset the reduced number of security hours, the Department of Public Works is identifying the funding necessary to purchase and install new cameras at the Covina Metrolink Station and Parking Complex. These cameras would feed to and be monitored by the Covina Police Department. One possible funding source for the cameras is the elimination of Metrolink parking subsidies that cost the City between \$45,000 and \$52,000 annually depending upon usage. When the camera strategy is fully developed, the Department of Public Works will return to the City Council to present the concept for consideration.

The Department of Public Works will continue to closely monitor impacts associated with the reduction in security hours and be prepared to swiftly adjust hours, as needed, by reprioritizing existing appropriations in the fiscal year 2015-16 approved Department of Public Works budget and/or proposing the elimination of the Metrolink parking subsidies for this purpose instead of the camera system. Possible impacts due to the reduction in security hours may include reduced customer service and increased vandalism.

FISCAL IMPACT:

The fiscal year 2015-16 impact associated with the contract amendment is approximately \$108,324, which is comprised of two components. First, the proposed addition of 432 service hours plus a four percent contingency for extra hours as needed to the contract for the nightly locking of park restrooms at the rate of \$18/hour (includes base rate of \$15.81 plus \$2.19 for gas, vehicle maintenance, and insurance) will have a General Fund impact of approximately \$8,000 between October 1, 2015 and May 3, 2016. Sufficient funding for the General Fund requirement is available from identified budget savings in various accounts within the Department of Public Works/Park Maintenance budget.

Secondly, the anticipated use of approximately 5,288 hours for Metrolink Complex security services between July 1, 2015 and May 3, 2016, plus a twenty percent contingency for extra hours as needed, at the rate of \$15.81/hour has a \$100,324 impact on the City’s Proposition A Fund. The approved fiscal year 2015-16 Department of Public Works budget (account no. 2400-T011-52310) contains \$70,000 for Metrolink Complex security services. Additional funding of \$30,324 will come from Proposition A Fund Balance (account no. 2400-0000-33000).

The remaining contract compensation adjustment of \$207,282 is needed for past fiscal years wherein the contractually established compensation amount in the contract approved by the City Council on May 3, 2011 for the period of May 4, 2011 through May 3, 2014 was exceeded by \$207,282. The contract was never adjusted to reflect this expenditure level. While Proposition A Funds were expended for these costs, the contract must be retroactively adjusted to reflect the necessary compensation authority.

The following table summarizes the proposed \$315,606 increase in the contract compensation amount:

Contract Period	Compensation	Expenditures	Overage
May 4, 2011 – May 3, 2014*	\$405,000	\$446,245	\$41,245
May 4, 2014 – June 30, 2015**	\$0	\$166,036	\$166,036
<i>Subtotal – Prior Fiscal Years</i>	\$405,000	\$612,281	\$207,282
July 1, 2015 – May 3, 2016***	\$0	\$108,324	\$108,324
<i>Total – Compensation Adjustment</i>	\$405,000	\$720,606	\$315,606

** Contract approved by City Council on 5/3/11 with compensation amount not-to-exceed \$405,000*

***Contract extension and compensation adjustment was not brought forward for City Council consideration*

****Extension of contract term through May 3, 2016 approved by the City Council on 8/18/15; compensation not adjusted at that 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 only applies to projects that have the potential for causing a significant effect on the environment. The Second Amendment to the Contract with Absolute Security International, Inc. for Security Services at Covina Metrolink Station and Parking Complex will not result in any significant effect on the environment.

Respectfully submitted,



Siobhan Foster
Director of Public Works

City Manager	City Attorney	Finance	City Clerk

ATTACHMENTS:

- Attachment A: Resolution No. 15-XXXX
- Attachment B: Second Amendment to Professional Services Agreement with Absolute Security International, Inc. for Security Services at the Covina Metrolink Station and Parking Complex with Attachment “B-1” for additional Scope of Services for Park Restroom Locking Services
- Attachment C: Letter Agreement (“First Amendment”) to Professional Services Agreement with Absolute Security International, Inc. for Security Services at the Covina Metrolink Station and Parking Complex extending the term for eight (8) months to May 3, 2016
- Attachment D: Original Professional Services Agreement with Absolute Security International, Inc. for Security Services at the Covina Metrolink Station and Parking Complex dated May 3, 2011

RESOLUTION NO. 15-XXXX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
COVINA, CALIFORNIA, TO AMEND THE FISCAL YEAR 2015-2016
BUDGET REFLECTING AN APPROPRIATION OF \$30,324 FROM
AVAILABLE PROPOSITION A FUND BALANCE FOR COVINA
METROLINK COMPLEX SECURITY SERVICES AND INCREASING
THE FISCAL YEAR 2015-2016 PROPOSITION A FUND BUDGET
(ACCOUNT NO. 2400-TO11-52310) IN THE AMOUNT OF \$30,324 FOR
EXPENDITURE ON COVINA METROLINK COMPLEX SECURITY
SERVICES**

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"); and

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; and

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

WHEREAS, the City of Covina wishes to allocate funds for the Covina Metrolink Complex Security Services.

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

SECTION 1. Amend the fiscal year 2015-2016 Budget as follows:

1. \$30,324 Proposition A Fund Balance (account no. 2400-0000-33000) to Proposition A Fund (2400-TO11-52310) for Covina Metrolink Complex Security Services.

SECTION 2. The City Clerk shall certify to the adoption of this resolution.

PASSED, APPROVED AND ADOPTED this 20th day of October 2015.

John C. King, Mayor

ATTEST:

Sharon Clark, Chief Deputy City Clerk

APPROVED AS TO FORM:

Candice Lee, City Attorney

**SECOND AMENDMENT TO
CITY OF COVINA AGREEMENT
PROFESSIONAL SERVICES AGREEMENT
WITH ABSOLUTE SECURITY INTERNATIONAL, INCORPORATED FOR
SECURITY SERVICES AT THE COVINA METROLINK STATION AND PARKING
COMPLEX**

This Second Amendment to the May 3, 2011 City of Covina Professional Services Agreement with Absolute Security International, Incorporated for Security Services at the Covina Metrolink Station and Parking Complex (“Agreement”) between the City of Covina, a California municipal corporation (“City”) and Absolute Security International, Inc., a California corporation (“Consultant”), is dated and effective October 20, 2015, and is between City and Consultant.

RECITALS

A. City and Consultant entered into the Agreement for Consultant’s performance of security services at the Covina Metrolink Station and Parking Complex.

B. The parties amended the Agreement by that certain Letter Agreement dated August 18, 2015 (“First Amendment”), to extend the term of the Agreement by eight (8) months to May 3, 2016.

C. The parties desire to further amend the Agreement to modify the total compensation amount.

The parties therefore agree as follows:

Section 1. Recital (a) is hereby amended in its entirety to read as follows:

“(a) CITY has considered the proposals attached hereto and incorporated herein as Attachments A, B and B-1 (collectively, the “Proposal”) from CONSULTANT for professional services, including, but not limited to, providing the services as described in Section 6 of this Agreement.”

Section 2. Section 6 (“Scope of Services”) is hereby amended in its entirety to read as follows:

“CONSULTANT will diligently perform the tasks, in a good and workmanlike manner, which are more specifically identified in the Scope of Services, attached hereto and incorporated herein by reference in Attachments B and B-1, unless otherwise instructed by City.”

Section 3. Paragraph A of Section 11 (“Compensation”) is hereby amended in its entirety to read as follows:

“A. CONSULTANT will perform those tasks and deliver the services described in this Agreement, in accordance with the terms and provisions of this Agreement for a

total contract price not to exceed Seven Hundred Twenty-Seven Thousand Three Hundred Dollars (\$720,606).”

Section 4. The third sentence in Paragraph D of Section 11 (“Compensation”) is hereby amended in its entirety to read as follows:

“The CONSULTANT shall not pass through any other additional costs to the CITY besides the hourly pay rate adjustment that is provided to the employee (1) and a calculation equivalent to 5.5 percent (0.055) of the increase in hourly pay to cover the cost of the additional employee taxes and benefits, as proposed in Attachments A and B-1.”

Section 5. Attachment “B-1” is hereby added to the Agreement to read as Attachment “B-1” of this Second Amendment.

Section 6. Except as expressly modified or supplemented by this Second Amendment, all of the provisions of the Contract, as amended by the First Amendment, shall remain unaltered and in full force and effect. In the event of a conflict between the provisions of this Second Amendment and the provisions of the Contract or the First Amendment, the provisions of the Second Amendment shall control.

[SIGNATURE PAGE FOLLOWS]

The parties are signing this Second Amendment as of the date stated in the introductory clause:

City:

City of Covina,
a California municipal corporation

Consultant:

Absolute Security International, Inc.,
a California corporation

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

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

Attest:

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

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

Approved as to Form:

[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

ATTACHMENT B-1
Scope of Services –
Park Restroom Locking Services

Consultant shall:

1. Lock restrooms at six (6) City of Covina Parks on a nightly basis, including weekdays, weekends, and holidays, in accordance with the following schedule:

Order	Park	Location	Approximate Time Restroom Should be Locked
1 st	Cougar Park	150 W. Puente Street	9:30 p.m.
2 nd	Heritage Plaza	400 N. Citrus Ave.	9:45 p.m.
3 rd	Kahler Russell Park	735 N. Glendora Ave.	10:00 p.m.
4 th	Kelby Park	815 N. Barranca Ave.	10:15 p.m.
5 th	Covina Park	301 N. Fourth Ave.	10:30 p.m.
6 th	Hollenbeck Park	1250 N. Hollenbeck Ave.	10:45 p.m.

** A tolerance of +/- 15 minutes is the maximum deviation allowed to the schedule; elapsed time from start to finish should not exceed 75 minutes (allows 15 minutes per facility)*

2. Unlock restrooms at six (6) City of Covina Parks every morning, including weekdays, weekends, and holidays, in accordance with the following schedule:

Order	Park	Location	Approximate Time Restroom Should be Opened
1 st	Covina Park	301 N. Fourth Ave.	5:15 a.m.
2 nd	Heritage Plaza	400 N. Citrus Ave.	5:30 a.m.
3 rd	Kahler Russell Park	735 N. Glendora Ave.	5:45 a.m.
4 th	Kelby Park	815 N. Barranca Ave.	6:00 a.m.
5 th	Cougar Park	150 W. Puente Street	6:15 a.m.
6 th	Hollenbeck Park	1250 N. Hollenbeck Ave.	6:30 a.m.

** A tolerance of +/- 15 minutes is the maximum deviation allowed to the schedule; elapsed time from start to finish should not exceed 75 minutes (allows 15 minutes per facility)*

3. Provide pricing for each alternative and a total cost on a per day basis, as follows:
 - a. Evening locking services: \$ 36.00 /day
 - b. Morning unlocking services: \$ 36.00 /day
 - c. Total cost locking and unlocking services: \$ 72.00 /day



ABSOLUTE INTERNATIONAL SECURITY

SINCE 1988



Patrol Services For City of Covina

SCHEDULE OF SERVICES SPECIFICATION

2025-2026 Budget Year - 1

POSITION/ TITLE (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY							HOURS PER PATROL	HOURS PER DAY	HOURLY BILLING RATE	TOTAL COST
	SUN	MON	TUE	WED	THU	FRI	SAT				
A. Patrol Security Guard - Night Shift (Lock Restroom)											
* 1st Cougar Park 150 W. Puente Street 9:30 p.m.											
* 2nd Heritage Plaza 400 N. Citrus Ave. 9:45 p.m.											
* 3rd Kahler Russell Park 735 N. Glendora Ave. 10:00 p.m.											
* 4th Kelby Park 815 N. Barranca Ave. 10:15 p.m.											
* 5th Covina Park 301 N. Fourth Ave. 10:30 p.m.							2		\$ 18.00	\$	36.00
* 6th Hollenbeck Park 1250 N. Hollenbeck Ave. 10:45 p.m.											
Total for Night Shift: \$ 36.00											

POSITION/ TITLE (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY							HOURS PER PATROL	HOURS PER DAY	HOURLY BILLING RATE	TOTAL COST
	SUN	MON	TUE	WED	THU	FRI	SAT				
B. Patrol Security Guard - Morning Shift (Unlock Restroom)											
* 1st Covina Park 301 N. Fourth Ave. 5:15 a.m.											
* 2nd Heritage Plaza 400 N. Citrus Ave. 5:30 a.m.											
* 3rd Kahler Russell Park 735 N. Glendora Ave. 5:45 a.m.											
* 4th Kelby Park 815 N. Barranca Ave. 6:00 a.m.											
* 5th Cougar Park 150 W. Puente Street 6:15 a.m.							2		\$ 18.00	\$	36.00
* 6th Hollenbeck Park 1250 N. Hollenbeck Ave. 6:30 a.m.											
Total for Morning Shift: \$ 36.00											
Total for All Shifts: \$ 72.00											

Note: 1 \$18.00-\$15.81 = \$2.19 includes gasoline usage, vehicle maintenance, auto insurances.
 2 Hours are estimations based on current needs.
 3 All rates are acknowledge to be fully burdened to include all direct cost, indirect cost, overhead, profit, and shall remain fixed.
 4 This rate is 2 hours in the morning, 2 hours at night.

Following the initial year, the given rates will be subject to adjustment in accordance to and never in excess of the then current Los Angeles-Orange County C.P.I.



CITY OF COVINA

125 East College Street • Covina, California 91723-2199

www.covinaca.gov

August 18, 2015

Lucy J. Lin
President
Absolute Security International, Inc.
861 S. Oak Park Road
Covina, CA 91723

RE: Extension of Transit Security Contract for Metrolink Complex Security Services with Absolute Security International, Inc.

Dear Mrs. Lin:

The enclosed contract ("Contract") between Absolute Security International, Inc., and the City of Covina for Professional Services has expired. The City is interested in continuing to utilize your services upon substantially the same terms and conditions. Thus, the City is proposing that the parties agree to extend the Contract by entering this letter agreement, pursuant to the terms and conditions stated herein.

By signing below, the parties agree as follows:

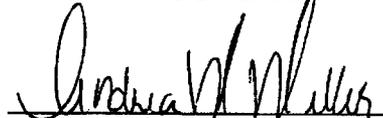
1. The Contract, titled Transit Security Services with Absolute Security International, Inc. for Covina Metrolink Complex Security Services and dated May 11, 2011 is fully incorporated herein by this reference. Except as expressly set forth herein, the terms of the Contract shall be given full force and effect as part of this agreement.
2. The term of this agreement shall be eight (8) months. This term may only be extended by the parties in writing. This term shall not automatically renew unless separately agreed in writing.
3. Either party may terminate this agreement without cause by giving the other party not less than fourteen (14) days' notice. City shall have no cost or liability to Contractor as a result of exercising its right to terminate without cause. This term shall supersede any provisions in the Contract related to termination without cause but shall not alter or replace any remedies or procedures contained in the Contract relating to terminations for cause.
4. To the extent there is a conflict between the terms set forth in this letter and the terms contained in the Contract, the terms of set forth in this letter shall control.

5. This agreement is an integrated agreement and contains the entire agreement between the parties. This agreement does not contain any modifications to the Contract except as stated in this letter. Handwritten or other modifications shall have no effect.
6. This agreement shall be effective upon the date the last party signs in the signature block below.
7. This agreement shall not take effect until the City signs in the signature block after receiving a duly signed agreement from the Contractor. City reserves the right to decline to enter the agreement.
8. The signatories signing this agreement are duly authorized to bind the parties hereto.
9. Notices sent under this agreement shall be sent to Contractor at the address contained in the Contract unless the following is completed:

Contractor: Absolute Security International, Inc.
 Attn: Lucy J. Lin
 Address: 861 S. Oak Park Road
 Covina CA 91724
 Phone: (626) 858-7188
 Facsimile: (626) 858-2882
 E-mail: llin@absolutesecurityintl.com

If you are interested in extending the Contract pursuant to these terms and conditions, please sign in the signature block below and return to the City. Upon receipt of a signed agreement, the City will inform you within a reasonable time whether the City will enter the agreement. If entered, the City will send you a fully executed copy of this agreement. If you have questions, please contact Public Works Director, Siobhan Foster at (626) 384-5217.

CITY OF COVINA

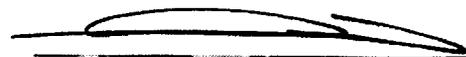


 Andrea Miller, City Manager

8/19/15

 August 18, 2015

Absolute Security International, Inc.



 Lucy J. Lin, President

08-18-2015

 August 18, 2015

CITY OF COVINA
PROFESSIONAL SERVICES AGREEMENT
WITH ABSOLUTE SECURITY INTERNATIONAL, INCORPORATED FOR
SECURITY SERVICES AT THE COVINA METROLINK STATION AND PARKING
COMPLEX

THIS AGREEMENT is entered into this 3rd day of May, 2011, by and between the CITY OF COVINA, a California municipal corporation (hereinafter referred to as "CITY") and Absolute Security International, Incorporated, a California Corporation (hereinafter referred to as "CONSULTANT").

The parties do agree as follows:

SECTION 1. RECITALS.

This Agreement is made and entered into with respect to the following facts:

- (a) CITY has considered the proposal (the "Proposal" attached hereto and incorporated herein by reference as Attachment A.), from CONSULTANT for professional services including but not limited to, providing the services as described below in Section 6 of this Agreement.
- (b) CITY desires to have a highly qualified company to perform such services.
- (c) CONSULTANT represents and warrants that it is qualified to perform such services and has agreed to do so pursuant to this Agreement; and
- (d) CITY desires to contract with CONSULTANT on the basis of the following terms and conditions.

SECTION 2. EMPLOYMENT.

CITY hereby employs CONSULTANT and CONSULTANT hereby accepts such employment, to perform those services under this Agreement.

SECTION 3. INDEPENDENT CONTRACTOR.

The parties hereby acknowledge that CONSULTANT is an independent contractor and shall not be considered to be an employee of CITY.

SECTION 4. PRINCIPAL REPRESENTATIVE

The Director of Public Works of CITY shall be the principal representative of CITY for purposes of this Agreement. Ms. Lucy J. Lin, President, shall be the principal representative of CONSULTANT for purposes of this Agreement.

SECTION 5. CONSULTANT NOT AGENT OF CITY.

A. CONSULTANT shall have no authority, expressed or implied, to act on behalf of CITY in any capacity whatsoever as an agent.

B. CONSULTANT shall have no authority, express or implied, pursuant to this Agreement to bind CITY to any obligation whatsoever.

SECTION 6. SCOPE OF SERVICES.

CONSULTANT will diligently perform the tasks, in a good and workmanlike manner, which are more specifically identified in the Scope of Services, attached hereto and incorporated herein by reference as Attachment B, unless otherwise instructed by City.

SECTION 7. STANDARD OF PERFORMANCE.

CONSULTANT shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONSULTANT is engaged in the geographical area in which CONSULTANT practices his or her profession.

SECTION 8. TIME.

A. CONSULTANT shall devote such time to the performance of services pursuant to the Agreement as may be reasonably necessary for satisfactory performance of CONSULTANT's obligations pursuant to this Agreement.

B. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

SECTION 9. QUALIFICATIONS.

A. CONSULTANT represents and warrants to CITY that it has all necessary professional licenses and/or certificates to legally perform the services under this Agreement.

B. CONSULTANT represents and warrants to CITY that CONSULTANT shall, at his sole cost and expense, keep in effect or obtain at all times during the term of this Agreement all necessary licenses and certificates required of CONSULTANT to perform the services.

SECTION 10. TERM.

The term of this Agreement shall be the period commencing from the effective date of this Agreement, as first shown above, and CONTRACTOR shall operate and maintain the service for a three-year period ending on May 3, 2014. If and only if mutually agreeable by both parties, the contract may be extended for up to two additional years, pending City Council approval.

SECTION 11. COMPENSATION.

A. CONSULTANT will perform those tasks and deliver the services described in this Agreement, in accordance with the terms and provisions of this Agreement for a total contract price not to exceed Four Hundred and Five Thousand Dollars (\$405,000.00).

B. CONSULTANT shall be paid the compensation at the payment intervals set forth in the Payment Schedule (Section 12).

C. Authorized work shall be in strict compliance with the provisions of this Agreement. CONSULTANT shall provide all labor, materials and equipment, as necessary to perform the services under this Agreement without any additional charge or compensation. *CONSULTANT shall not charge for travel time or break time.*

D. To provide for employee retention, an adjustment to the hourly billing rate may be negotiated on the yearly anniversary of the contract, if and only if mutually agreeable by both parties. An incentive in the hourly pay of employees of \$0.50 to \$0.75 per hour may be calculated into the hourly billing rate for employees dedicated to the Covina Metrolink Complex, provided that this retention incentive is provided to directly increase the hourly pay of a designated employee that has successfully completed one full year of continuous service at the City of Covina Metrolink Complex with a yearly performance evaluation rated as "above average" or better in mutual agreement between the CONSULTANT and the CITY. The CONSULTANT shall not pass through any other additional costs to the CITY besides the hourly pay rate adjustment that is provided to the employee and a calculation equivalent to 5.5 percent (0.055) of the increase in hourly pay to cover the cost of the additional employee taxes and benefits, as proposed in Attachment A. If an employee that has received an adjustment to their rate of pay is terminated or transferred from the contract, the hourly billing rate of the contract will be adjusted on the next billing statement to reflect the base rate of pay and benefits for all employees (\$9.45 an hour) for the new employee.

SECTION 12. PAYMENT SCHEDULE.

A. CONTRACTOR shall invoice CITY monthly, submitting all required management reports with its invoice. Provided the Services have been rendered satisfactorily to

CITY and in accordance with this Agreement, CITY shall tender payment to CONSULTANT not later than ten (10) days following each of the times set forth above.

B. CITY shall make no payment for any extra, further, or additional services not expressly set forth in this Agreement unless such extra service and the price thereof is agreed to in writing and executed by the City Manager prior to the time that such extra service is rendered.

SECTION 13. COMPENSATION WITHHELD.

A. When the CITY shall have reasonable grounds for believing that CONSULTANT will be unable to perform this Agreement fully and satisfactorily within the time fixed for performance; or a meritorious claim exists or will exist against CONSULTANT or CITY arising out of the negligence of CONSULTANT or CONSULTANT's breach of any provision of this Agreement, then the CITY may withhold payment of any amount otherwise due and payable to CONSULTANT under this Agreement.

B. Any amount so withheld may be retained by CITY for that period as it may deem advisable to protect CITY against any loss and may, after written notice to CONSULTANT, be applied in satisfaction of any claim described here.

C. This provision is intended solely for the benefit of CITY and no person shall have any right against the CITY or claim against CITY by reason of the CITY's failure or refusal to withhold monies.

D. No interest shall be payable by CITY on any amounts withheld under this provision.

E. This provision is not intended to limit or in any way prejudice any other right of CITY.

SECTION 14. RIGHT TO AUDIT AND INSPECT.

CITY shall have the right to audit and inspect all books and records kept by CONSULTANT in connection with the operation and services performed under this Agreement.

SECTION 15. RIGHT OF TERMINATION.

A. This Agreement may be terminated by either party with or without cause, upon thirty (30) days written notice to the other party.

B. All work shall cease at the conclusion of the notice period and CONSULTANT shall be paid for all services satisfactorily provided prior to termination in accordance with the rates as provided in this Agreement.

SECTION 16. INDEMNITY.

CONSULTANT hereby agrees to and does indemnify, defend and hold harmless CITY, and any and all of their respective officers, employees and representatives from any and all

claims, liability and expenses, including attorney fees and costs, that arise out of or are related to CONSULTANT's negligent performance of this Agreement.

To the fullest extent permitted by law, CONSULTANT shall hold harmless, defend at its own expense, and indemnify CITY, its officers, employees, agents, and volunteers, against any and all liability related to the use of Segway scooters or any other scooter transportation devices as part of this Agreement resulting in, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions to act of CONSULTANT or its officers, agents, or employees in rendering services under this Agreement; excluding, however, such liability, claims, losses, damages, or expenses arising from CITY's sole negligence or willful acts.

In the event that CONSULTANT or any employee, agent, or subcontractor of CONSULTANT providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of CITY, CONSULTANT shall indemnify, defend, and hold harmless CITY for the payment of any employee and/or employer contributions for PERS benefits on behalf of CONSULTANT or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of CITY.

SECTION 17. **CONSULTANT'S LIABILITY FOR PUBLIC LIABILITY AND PROPERTY DAMAGE.**

CONSULTANT shall assume all responsibility for damages to property or injuries to persons, including accidental death, which may be caused by CONSULTANT's negligent performance of this Agreement, whether such performance be by themselves, or their agents, or whether such damage shall accrue or be discovered before or after termination of this Agreement.

SECTION 18. **LIABILITIES.**

A. CONSULTANT shall not assert any claim arising out of any act or omission by any officer, agent, or employee of CITY in the execution or performance of this Agreement against that officer, agent or employee.

B. Nothing in this Agreement shall be construed to give any person other than CITY and CONSULTANT any legal or equitable rights, remedy or claim under this Agreement.

SECTION 19. **CONFLICT OF INTEREST.**

A. CONSULTANT covenants that neither it nor any officer of the corporation, or partnership, as the case may be, has any interest, nor shall they acquire any interest, directly or indirectly, which would conflict in any manner with the performance of CONSULTANT's services under this Agreement.

B. CONSULTANT further agrees that in the performance of this Agreement, no person having an interest of the above nature shall be employed by him or her.

C. No person who contracts with CITY, either for the rendition of personal services shall make any contribution to a CITY official or candidate for CITY office.

SECTION 20. NOTICES.

A. Notices pursuant to this Agreement shall be given by personal service or by deposit of the same in the custody of the United States Postal Service, postage prepaid, addressed as follows:

TO CITY: City of Covina
125 E. College Street
Covina, CA 91723
Attn: Director of Public Works

TO CONSULTANT: Absolute Security International, Inc.
728 N. Barranca Avenue
Covina, CA, 91723
Attn: Ms. Lucy J. Lin, President

B. Notices shall be deemed to be given as of the date of personal service, or two (2) days following the deposit of the same by first class mail in the course of transmission of the United States Postal Service.

SECTION 21. BINDING EFFECT.

This Agreement shall be binding upon the parties hereto and their successors in interest.

SECTION 22. ASSIGNMENT.

A. CONSULTANT shall not assign, transfer, convey, pledge or otherwise dispose of its rights or obligations hereunder, except the payment of funds from CITY, without prior written consent of CITY.

B. The consent of CITY to an assignment shall not be unreasonably withheld, but prior to approving any assignment involving the performance of any obligations pursuant to this Agreement, CITY shall be satisfied by competent evidence that the assignee is financially able and technically qualified to perform those services proposed to be assigned.

C. In the event of such assignment, CITY may condition the same so as to ensure compliance with the provisions of this Agreement.

D. CITY'S consent to one assignment shall not be deemed to constitute consent to future assignments. CONSULTANT acknowledges that CITY'S written consent must be first obtained prior to each assignment, transfer, conveyance, pledge or other disposition.

SECTION 23. COMPLIANCE WITH LAWS.

CONSULTANT shall comply with all applicable laws in performing its obligations under this Agreement.

SECTION 24. INSURANCE.

A. CONSULTANT shall obtain and maintain at its expense, during the term of this Agreement, all necessary insurance for its employees engaged in the performance of this Agreement, including, but not limited to worker's compensation insurance.

B. CONSULTANT shall obtain and maintain at its expense, during the term of this Agreement, comprehensive general liability insurance with coverage of not less than Two Million Dollars (\$2,000,000.00) combined single limit per occurrence (and not "claims made") for bodily injury, personal injury and property damage and Two Million Dollars (\$2,000,000.00) general aggregate. CONSULTANT shall cause CITY, its officers, employees, and agents, to be named as an additional insured on said policy and shall obtain a waiver of the insurer's right of subrogation against CITY.

C. For all vehicles operated by CONSULTANT to provide services under this Agreement, Business Auto Coverage under standard ISO form including symbol 1 (All Auto) auto coverage with limits of no less than \$1,000,000.00 and scheduled under any umbrella policy.

D. CONSULTANT shall obtain and maintain professional liability (errors and omissions) insurance in an amount of not less than \$1,000,000.00.

E. CONSULTANT shall obtain and maintain workers compensation and employers liability insurance in an amount of not less than \$1,000,000.00.

F. CONSULTANT shall provide CITY with written proof of the existence of such insurance and the commitment of the insurance carrier (either by policy endorsement or similar agreement) to notify CITY in writing 30 days before any reduction in coverage or the cancellation of such insurance. All insurance coverage required herein shall apply on a primary non-contributing basis in relation to any insurance or self-insurance available or applicable to CITY.

SECTION 25. DISCRIMINATION.

A. CONSULTANT agrees that no person shall be excluded from employment in the performance of this Agreement on grounds of race, creed, color, sex, age, handicap or marital status, place of national origin or any other basis prohibited by local, State or Federal law.

B. CONSULTANT agrees to comply with all local, State and Federal laws relating to equal employment opportunity rights.

SECTION 26. ENTIRETY OF AGREEMENT.

This Agreement contains the entire Agreement of CITY and CONSULTANT with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer, or agent of any party, which is not contained in this Agreement shall be binding or valid.

SECTION 27. ATTORNEYS FEES.

In the event that any action or proceeding is instituted for the breach of this Agreement, the prevailing party shall be entitled to reasonable attorneys fees.

SECTION 28. CONSISTENCY WITH CURRENT LAW.

A. It is the intent and understanding of the parties to this Agreement that every provision of law required to be inserted in this Agreement is inserted here.

B. If through mistakes or otherwise, any of those provisions are not inserted in correct form, then this Agreement shall upon application of either party, be amended by insertion so as to comply strictly with the law and without prejudice to the rights of either party.

C. If this Agreement contains any unlawful provisions, not an essential part of the Agreement and which appear not to have been a controlling or material inducement to the making of this Agreement, those provisions shall be deemed of no effect, and shall upon application of either party be stricken from the Agreement without affecting the binding force of the Agreement as it shall remain after omitting those provisions.

SECTION 29. VENUE.

In the event that suit shall be brought by either party to this contract, the parties agree that venue shall be exclusively vested in the State courts of the County of Los Angeles or where appropriate, in the United States District Court, Central District of California, Los Angeles, California.

SECTION 30. INTERNAL INCONSISTENCIES.

If this Agreement contains any errors, inconsistencies, ambiguities, or discrepancies, including typographical errors, CONSULTANT shall request a clarification of those items by writing to the City Manager whose decision shall be binding upon the parties.

SECTION 31. CAPTIONS AND HEADNOTES.

The captions and headnotes or sections of this Agreement, and marginal notes are intended for convenience and reference purposes only and in no way define, limit or describe the scope or intent of this Agreement.

IN WITNESS WHEREOF, this Agreement for Professional services has been duly authorized and executed by the parties hereto on the day and year first herein above written.

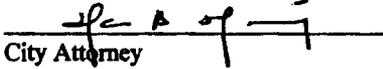
"CITY"
City of Covina

By: 
Daryl Parrish
City Manager

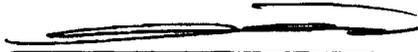
ATTEST:


Cali M. Halcyon
City Clerk

APPROVED AS TO FORM:


City Attorney

"CONSULTANT"
Absolute Security International, Inc.
a California Corporation

By: 
Lucy J. Lin
President

ATTACHMENT A



ABSOLUTE INTERNATIONAL SECURITY



State Lic. PPO 16302
CALIFORNIA

PROPOSAL

Absolute Security International, Inc. will provide:

- * One (1) uniformed, unarmed security officers for each of the three (3) 8-hour shifts for 5 weekdays per week
- * Additional One (1) uniformed unarmed security officer during the morning and evening peak hours during the 5 weekdays
- * One (1) uniformed, unarmed security officers for each of the two (2) 8-hour shifts for Saturday & Sunday.
- * AIS Field Supervisors will visit on a daily basis in our marked patrol vehicle, a minimum of three daily random site visits per shift.

DATE	SCHEDULES	REG. HOURS	REG. RATE	O.T. HOURS	Discounted O.T. RATE	TOTAL
Monday	Officer No. 1 4:30 am - 4:30 am	24	\$13.45	0	\$18.80	\$322.80
	Officer No. 2 6:00 am - 10:00 am & 5:00 pm - 9:00 pm	8	\$13.45		\$18.80	107.60
Tuesday	Officer No. 1 4:30 am - 4:30 am	24	\$13.45	0	\$18.80	322.80
	Officer No. 2 6:00 am - 10:00 am & 5:00 pm - 9:00 pm	8	\$13.45		\$18.80	107.60
Wednesday	Officer No. 1 4:30 am - 4:30 am	24	\$13.45	0	\$18.80	322.80
	Officer No. 2 6:00 am - 10:00 am & 5:00 pm - 9:00 pm	8	\$13.45		\$18.80	107.60
Thursday	Officer No. 1 4:30 am - 4:30 am	24	\$13.45	0	\$18.80	322.80
	Officer No. 2 6:00 am - 10:00 am & 5:00 pm - 9:00 pm	8	\$13.45		\$18.80	107.60
Friday	Officer No. 1 4:30 am - 4:30 am	24	\$13.45	0	\$18.80	322.80
	Officer No. 2 6:00 am - 10:00 am & 5:00 pm - 9:00 pm	8	\$13.45		\$18.80	107.60
Saturday	Officer No. 1 9:00 am - 5:00 pm & 7:00 pm - 3:00 am	16	\$13.45	0	\$18.80	215.20
Sunday	Officer No. 1 9:00 am - 5:00 pm & 7:00 pm - 3:00 am	16	\$13.45	0	\$18.80	215.20
WEEKLY TOTAL		<u>192</u>		<u>0</u>		<u>\$2,582.40</u>
MONTHLY TOTAL		<u>832</u>		<u>0.00</u>		<u>\$11,190.40</u>
ANNUAL TOTAL		<u>9,984</u>		<u>0</u>		<u>\$134,384.00</u>

Hourly Bill rate	\$13.45
Hourly pay rate	9.68
Gross margin	-3.77
Payroll taxes	0.95
Workers comp	0.30
General liability	0.09
Electric scooter & maintenance	0.10
Supplies & equipment	0.14
Other related in-hr. costs	0.30
Total for OIB & profit	<u>\$1.24</u>

Security officer No. 1 will provide physical presence at the Metrolink Station platform to assist the public with incoming/departing trains & buses, to provide info & answer any questions, crowd control & prevent injuries. The security officer will conduct patrols to ensure the facility, including the parking lot is safe & secure from vandalism, unauthorized persons and usage, prevent any potential accidents and report unsafe conditions. He/she will also use CCTV in the guard shack to monitor all areas of service location.

Security officer No. 2 will provide security presence for 4 hrs in the morning & 4 hrs. in the evening during peak time, across the street at the Metrolink West Parking Complex. He/she will perform security patrol of the 4-stories structure to ensure facility is free from theft, vandalism, graffiti, unauthorized usage, & report any potentially unsafe conditions.

AIS recommends adding two(2) three-wheel electric scooters on site to patrol the Covina Metrolink Parking Structure. This additional medium of transportation will enhance patrol efficiency by covering more grounds. It will also assist in providing more efficient usage of break periods. We believe it is an environmentally friendly & cost-effective way to increase productivity.

AIS understands that the City of Covina stipulates a provision for yearly increase for Security Officers, as retention incentives. At the City's request, this hourly pay increase for Security Officers will range from \$0.50 - \$0.75 per hour.



State Lic.: PPO 16302

PROPOSED OFFICER RETENTION INCENTIVES

Proposed as an example of contract costs if employees are successfully retained.

	<i>PROPOSED INCREASES</i>	
	<i>\$0.50</i>	<i>\$0.75</i>
Hourly bill rate	\$14.20	\$14.50
Hourly pay rate	9.95	10.20
Gross margin	4.25	4.30
Payroll taxes	1.09	1.12
Workers comp	0.42	0.43
General liability	0.61	0.61
Electric scooter & maintenance	0.11	0.11
Supplies & equipment	0.14	0.14
Other related misc. costs	0.20	0.20
	2.56	2.60
Total for OH & profit	\$1.69	\$1.70
2012 -13 EST. WEEKLY TOTAL	\$2,726.40	\$2,784.00
2012 -13 EST. MONTHLY TOTAL	\$11,814.40	\$12,064.00
2012 -13 EST. ANNUAL TOTAL	\$141,772.80	\$144,768.00

ATTACHMENT B
TO AGREEMENT FOR PROFESSIONAL SERVICES

(Scope of Services)

PROJECT DESCRIPTION

As the Covina Metrolink Station is unstaffed, security personnel provide an essential first line of customer service and will be expected to serve as transportation ambassadors representing the City of Covina and the Metrolink system. As such, security personnel will be trained to answer basic transportation questions and are expected to be on foot patrol at the train platform for the arrival and departure of each train during their shift. When trains are not arriving or departing from the station, guards are expected to patrol the parking structure and the surface parking lot. There is a guard shack at the station with CCTV monitors, but the guard shack is not to be the primary post location for security personnel. Security personnel are expected to spend at least 75% of their time either on parking lot patrol or being a visible customer service presence among the passengers at the train platform. Each shift or post must be staffed throughout the duration of a shift, requiring relief for meals and breaks. Additionally, Contractor must provide an appropriate level of trained field supervision for security officers working these fixed locations. The Contractor shall participate in an ongoing liaison and coordination of activities with the City of Covina Public Works Department, Metrolink field staff, Covina Police Department, and the Los Angeles County Sheriff Department as needed. The Contractor must also provide for ongoing and regular briefings and inspections of contract personnel.

Post Orders

The security contractor shall provide "post orders" to guide the performance of its security personnel on City facilities. These post orders shall be prepared in consultation with the City's Project Manager and shall be subject to regular inspection.

Post orders define the basic work to be performed by contract security personnel at a specific site or sector. Post orders are prepared by the Contractor's Project Manager in consultation with the City's Project Manager. Post orders shall include but are not limited to:

1. Facility information (e.g. operating hours, passenger information, chain of command)
2. Facility rules and regulations
3. Operation of equipment
4. Vehicular traffic control
5. Access control procedures
6. Emergency and critical incident response procedures
7. Security/fire control alarm systems
8. Rail safety concerns
9. Response to injury and illness
10. Train schedules, connecting transit

Although post orders are important guidelines, direction from police, fire, and emergency authorities as well as the City's general orders take precedence.

Post orders shall be written and contain complete duty instructions for staffing each individual post, including provisions for handling critical incidents (emergency procedures). All contract personnel shall have access to these post orders at all times while on duty. All contract security personnel are responsible for knowing the location of these written post orders and shall be familiar with their contents. Security supervisors shall have a comprehensive set of all post orders in their possession or immediately accessible at all times while on duty.

Personnel

The Contractor shall provide a Project Manager, an appropriate number of Security Supervisors and Security Officers. The Managers and Supervisors are not expected to be dedicated to this project alone. Specific tasks for each of these personnel are listed below. These tasks are expected to be performed but are not all inclusive.

Project Manager

1. Act on behalf of the contractor on all matters related to the contract.
2. Report to and coordinate with City Project Manager on a regular basis.
3. Maintain an adequate quality control and complaint resolution system.
4. Respond to contract discrepancy reports on an as needed basis.
5. Establish operational procedures in consultation with City Project Manager.
6. Develop post orders as needed in conjunction with City policy.
7. Meet with City designated Project Manager on a regular basis.
8. Ensure compliance with contractual staffing, training and equipment requirements.
9. Be knowledgeable and adhere to Contractor's standards regarding safety and ensure compliance of subordinates through regular inspections.

Security Supervisors

1. Respond to on-site incidents involving subordinates or respond to requests from the City Project Manager within two (2) hours time period following an occurrence / request.
2. Conduct on-site supervision, inspection and guidance to on-duty security officers.
3. Assure proper assignment and relief coverage (Note: the Covina Station does not have on-site toilet facilities). Notify City Project Manager of uncovered posts immediately.
4. Reviews, corrects, and approves subordinates' logs and reports.
5. Maintains knowledge of City operational areas, facilities and property as well as adjoining areas.
6. Ensures subordinates' compliance to all terms of contract, post orders and Authority policy, rules and regulations.
7. Provides written results of investigations at the request of the City's Project Manager.

Security Officers (uniformed)

The primary responsibilities of Security Officers is the provision of customer service to rail patrons, visual presence of a professional uniformed security force to deter crime and threats to the Metrolink system and its patrons, passengers and property, including equipment, stations, parking lots and facilities, etc. The Security Officer must also provide for public safety by requesting that all individuals that are not patrons of the commuter rail facility vacate the premises in a prompt and orderly manner. This is especially important for area youths that attempt to use the parking facilities or the Metrolink train platform as a recreational facility, thus placing themselves at great risk of bodily injury through auto/train collisions with bicycles/skateboards or placing themselves or others at risk through tossing objects from elevation or walking/sitting on the top level walls of the parking structure while intoxicated. Specific post locations/job assignments are subject to change by the City Project Manager as needed. Uniformed Security Officers will also be required to:

1. Respond to requests from service patrons for assistance and service information.
2. Be familiar with train and bus schedules, ticket vending machine operations, Bikestation operations, parking permit requirements and sales procedures and Metrolink system rules and regulations.
3. Prepare accurate, legible, and grammatical reports detailing any unusual incidents/accidents or occurrences during each shift.
4. Assist City personnel, police and law enforcement personnel on City property as requested by providing perimeter access control, traffic direction or site liaison.

Employee Eligibility Criteria

All security personnel employed by any Contractor under a resulting contract are required to meet certain minimum qualifications or standards regarding background, training, experience, and health as established in this section unless a waiver is requested and approved prior to submission of a proposal. The final decision as to the suitability of security personnel, both Security Officers(s) and Security Supervisor(s), rests with the City Project Manager.

Security Officer

- a) Must be a graduate of a state certified security officer/guard training program and possess current, valid Consumer Affairs guard cards, and certification to carry a baton (PR-24/baton card).
- b) Must possess current First Aid and CPR (Cardiopulmonary Resuscitation) certification cards. Certification as an Emergency Medical Technician – Level I (EMT-I) from an emergency medical service certification agency in Los Angeles County may substitute for the first aid requirement, but not the CPR card.
- c) Must be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by an Alien Registration Receipt Card for I-151, or other evidence from the Immigration and Naturalization Service that the candidate is able to work legally in the United States.

- d) May not be employed under this contract if he or she currently or in the past has been involved in: (1) any felony or sex conviction; (2) military conduct resulting in dishonorable or undesirable discharge; (3) any pattern of irresponsible behavior or moral turpitude, including but not limited to reckless driving, theft, etc.
- e) Must be fully literate in the English language (i.e. be able to read, write, speak and understand clearly). All personnel shall be capable of properly writing reports and maintaining a daily activity log. Oral command of English must be sufficient to permit full and effective communication even in times of stress.
- f) Must acquire, keep active and possess at all times while on duty all technical licenses and permits required by law for employment as a security officer.
- g) Must meet the following requirements regarding professional behavior and ability:
 - i) Ability to meet and deal tactfully with police and fire department personnel, City employees and the general public; ability to understand, explain, interpret and apply rules, regulations, directives and procedures in a tactful manner;
 - ii) Possess poise, self-confidence and an ability to make sound decisions and react quickly under stressful situations;
 - iii) Ability to prepare clear and concise reports;
 - iv) Ability to learn and adapt to changing situations;
 - v) Ability to accept and respond to instruction and direction.

Security Supervisor

Security Supervisors must meet all eligibility criteria applicable to the Security Officer classification. They must also demonstrate the ability to provide direction and guidance to subordinate personnel.

Required Documentation

All personnel performing under this contract must possess and keep current as required all appropriate cards, certificates and licenses, including but not limited to the following:

- (a) California Department of Consumer Affairs Guard Card; (b) First Aid (or EMT-I) Certification and Cardiopulmonary Resuscitation (CPR) card; (c) Valid California Driver's License (if operating a motor vehicle).

Items a, b and c must be on officer's person at all times while on duty.

Physical Demands

The work requires frequent and prolonged walking, frequent climbing of stairs, standing, sitting and some running. Rarely, security personnel may be required to subdue violent or potentially violent people. Accordingly, stamina in all of its forms (physical, mental, climate-related, etc.) is a basic physical requirement of this position. Any individual who cannot meet the requirements of this position, including inability discovered through on the job performance, will not be qualified to work under this contract and will be removed immediately from service if necessary.

Training Requirements

Contractor is required to ensure that all field personnel receive training in order that the City is assured that said personnel are capable of assuming the responsibilities of their assignments. This training will include a minimum of four hours of commuter rail safety/security training and will cover topics including:

- 1) Liaison/cooperation with commuter rail police.
- 2) Bomb threats.
- 3) Crowd Control.
- 4) Traffic control.
- 5) Threats to patrons and security awareness.

In addition to these training requirements, all contract personnel may be subject to on-duty participation in Metrolink Rail Authority, Los Angeles County Sheriff's Department or Covina Police Department sponsored emergency operations drills and exercises as they occur.

Equipment for City Service

Personnel

Contractor is required to provide all personnel with the equipment necessary to perform the requirements of this contract. Minimum uniform equipment shall include: handcuffs (Smith & Wesson or Peerless); a two way radio or cellular telephone; a baton (PR-24 or straight stick, depending on employee qualifications); a Sam Brown equipment belt, or approved equal; and a visible name tag.

Uniform equipment and badges/patches shall not be similar in style or appearance to those worn by any law enforcement agency which operates in the service area where the officer or supervisor is assigned.

Additionally, all individual officers shall have the following equipment in their possession at all times when on duty for service:

- 1) Flashlight (2-cell minimum/3-cell maximum)
- 2) Safety (orange/reflective) vest
- 3) CPR pocket mask

At any and all times while in City service, all security personnel and supervisors are required to wear a complete uniform and to be fully equipped.

Vehicle

Security Supervisors are required to have a response vehicle accessible at all times. Vehicles shall be clearly marked. All vehicle costs and the vehicles themselves shall be provided by the Contractor.

Vehicle type, markings, lights, etc. are to be of a type approved by the City Project Manager. Also, all contract response vehicles shall be equipped with the following equipment:

- 1) Heavy duty/rechargeable flashlight
- 2) Traffic cones
- 3) Flares
- 4) Yellow scene management ("banner guard" type) tape
- 5) First aid kit
- 6) Blanket
- 7) Fire extinguisher
- 8) Radio (optional)

The Contractor shall provide two electric scooters that are permanently assigned to the Covina Metrolink Station and Covina Metrolink Structure for use by the security personnel for roving patrols required at the facilities. The electric scooters shall be clearly marked and shall not be street-legal. Security personnel using the electric scooters will be required to dismount and walk the scooter across streets at marked crosswalks. Electric scooter costs and the vehicles themselves shall be provided by the Contractor.

Prohibited Equipment

Security personnel shall not be permitted to carry or possess any unauthorized equipment such as firearms; knives; chemical agents; concealed weapons; personal radios, televisions or computer games; or any other item not specifically approved in the contract.

Maintenance of Uniforms and Equipment

The Contractor is responsible for assuring that all security personnel maintain a clean and neat appearance in accordance with the Contractor standards, up to and including responsibility for maintenance and replacement of uniforms as necessary. Likewise, it is expected that all equipment, particularly vehicles used by the Contractor shall be kept clean, well-maintained, and in safe operating condition at all times, free from defects or wear which may in any manner constitute a hazard to any person or persons on City property.

Weapons Safety

Contractor shall without exception observe the following safeguards regarding the use and possession of weapons and batons at any and all times while on duty at any City function or

property. This includes, but is not limited to, the distribution of the following safeguards to all security personnel in City service:

- 1) At no time shall any weapon or associated equipment (i.e. firearms, batons, gun belt, ammunition, magazines, etc.) be stored at City sites.
- 2) At no time are the belt, baton, or other similar equipment to be removed from the person of the Security Officer or left unattended at any City site.
- 3) Batons are not to be utilized as a measure of threat or intimidation, but only in the defense of life.
- 4) Firearms are not to be present at any City facility at any time.
- 5) Unauthorized weapons, holsters and ammunition are expressly prohibited.
- 6) Loss, theft or misuse of any equipment must be reported to the City Project Manager immediately.

Radio and Communication Equipment

The Contractor shall provide and maintain the following communications equipment:

- A radio system or cellular telephones for all Security Supervisors and personnel.
- Internet service with email capability and a Facsimile (FAX) machine in the office of the Project Manager.

Contractor will provide a centralized dispatch service staffed during work hours.

System Quality

Radio communications among system users is expected to be strong and clear at all times, both transmitting and receiving. Contractor shall be totally responsible for providing and maintaining required system quality throughout their portion of the City service area. The initial and continued integrity of the capability is subject to ongoing inspection by the City Project Manager. Where radio coverage is not adequate, cellular telephone use shall be substituted.

Performance Requirements and Verification

Contractor Responsibility

Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance and integrity as required and set forth in the contract with the City. Contractor shall likewise be responsible for disciplining contract personnel as necessary to ensure such performance.

Monthly Progress Reports

A monthly progress report will be provided by the Contractor detailing incident reports, actions and information requested by the City each month. The report will be categorized and reporting done by incident and by site/location.

Alcohol and Drug Policy

Contractor must present City with a comprehensive Alcohol and Drug Testing Policy. Proof of a negative drug screen within the last 30 days is required for all employees.

City Verifications and Inspections

It shall be the responsibility and prerogative of the City to inspect, investigate, conduct inquiries into, supervise and otherwise direct the activities of any and all personnel providing service under this contract. Such activities will be conducted on a regular, periodic basis, either announced or unannounced by the City Project Manager or his/her designee. The Contractor shall only participate in activities approved by the City Project Manger. If Contractor is given direction to participate in activities by any other person besides the City Project Manger, this request needs to be reported to the City Project Manager immediately.

Additional Contractor Responsibilities/Information

The Contractor must also be able to meet the requirements listed below prior to commencing service:

- 1) Licensed to do business in the State of California.
- 2) Licensed to do business in the City of Covina.
- 3) In possession of a State of California and City of Covina Private Patrol Operating Permit.
- 4) Provide security personnel who can speak and write in English and who are able to complete routine logs and accurate incident reports.
- 5) Provide the City with trained, qualified security officers and supervisors who are able to project a positive professional appearance and demeanor and assist the public under demanding conditions in a high volume commuter rail system setting while remaining professional, courteous and tactful.
- 6) Provide uniformed guards possessing all required certifications One Hundred and Ninety Two (192) hours per week, seven days per week, excluding holidays when Metrolink Trains do not run (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day) according to the following schedule:

Monday-Friday @ Metrolink Station (one guard)

0430 to 1230 (8 hours)

1230 to 2030 (8 hours)

2030 to 0430 (8 hours)

Monday-Friday @ Metrolink Structure (one guard)

0600 to 1000 (4 hours)

1700 to 2100 (4 hours)

Saturdays & Sundays (one guard for both locations)

0900 to 1700 (8 hours)

1900 to 0300 (8 hours)

- 7) Provide personnel with all necessary equipment, transportation, training and supervision.
- 8) Develop and follow an approved relief schedule for all posts.
- 9) Have a 24 hour staff capability.
- 10) Provide personnel with handheld two-way radios or other approved communication equipment as specified in this scope of services.
- 11) Personnel must be baton certified in the State of California for the batons that they carry.
- 12) Provide personnel who have completed the requirements mandated by the California Department of Consumer Affairs for certification and must possess First Aid/CPR certifications.
- 13) Provide patrolling field supervisors to monitor the contract.
- 14) Provide ongoing training for personnel as needed and shall participate in all City mandated or sponsored training and drills as required.
- 15) Provide personnel of the highest caliber who meet the standards demanded in this scope of services.
- 16) Be willing to provide remedial officer training or counseling as required or remove deficient personnel from City service as requested by City Project Manager.
- 17) Participate in liaison/coordination meetings with City personnel and Covina Police Department personnel as needed.
- 18) Comply at all times with the terms and conditions of the contract, including the specific insurance requirements.

City Responsibilities

The City will have the following responsibilities:

- 1) Provide guidelines for security and protective services for associated properties and facilities.
- 2) The City Project Manager, in conjunction with appropriate City personnel, will advise and coordinate with security agency management assignment and deployment of all contract security personnel.
- 3) The City shall actively work with Contractor to jointly develop all necessary emergency operations and critical incident management protocols for use by Contractor personnel and shall support the Contractor in the development of all necessary protocols and procedures for effectively providing comprehensive security/protective services.
- 4) The City or its designee will conduct regular periodic reviews to ensure Contractor's adherence to contract specifications and continued ability to responsibly perform Contract services.
- 5) The City will prepare a Contract Discrepancy Report to identify specific failures of the Contractor to meet contract requirements.

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CITY OF COVINA

AGENDA REPORT

ITEM NO. CC 9

MEETING DATE: October 20, 2015

TITLE: City Council to Adopt **Resolution No. 15-XXXX** Confirming Continued Existence of An Emergency Condition for Roycove Reservoir and Pump Station Pursuant to Chapter 2.5 (Emergency Contracting Procedures) of the Public Contracts Code

PRESENTED BY: Siobhan Foster, Director of Public Works

RECOMMENDATION: Adoption of **Resolution No. 15-XXXX** confirming continued existence of an emergency condition for the Roycove Reservoir and Pump Station pursuant to Chapter 2.5 (Emergency Contracting Procedures) of the Public Contracts Code

BACKGROUND:

Roycove Reservoir and Pump Station, constructed in 1993 and located at 3001 N. Roycove Drive, has a 500,000-gallon capacity and provides water to Water Zone 5, which includes Terry Way, part of Via Verde Street, three residences on East Covina Hills Road, and Roycove Street. Recently two significant impediments to the operation of Roycove Reservoir and Pump Station have emerged and are in need of immediate attention.

The station recently failed two fire flow tests and did not perform adequately when field conditions simulated a third fire flow test due to the aged Variable Frequency Drive (VFD) system that controls the station's booster pumps. Frequent communication failures between the Roycove Reservoir and Pump Station Supervisory Control and Data Acquisition (SCADA) system and the SCADA base station located at City Yard are also occurring.

These conditions are indicative of the station's inability to provide adequate water supply to Water Zone 5 for fire protection purposes, in the event of a major fire in Water Zone 5. Upgrade of the booster pump control panel and VFD and SCADA systems at the Roycove Reservoir and Pump Station, including the associated demolition and installation services, must be performed immediately to safeguard and mitigate the loss or impairment of life, health, property, or essential public services.

On October 6, 2015, the City Council adopted Resolution No. 15-7400 for the Roycove Reservoir and Pump Station Emergency Repair Project, declaring that the public interest and necessity demand the immediate expenditure of public money and completion of certain work without competitive bidding to safeguard life, health, or property pursuant to Chapter 2.5 (Emergency Contracting Procedures) of the Public Contracts Code and authorizing the City Manager to execute all necessary contracts and documents with qualified contractors and vendors to respond to the emergency conditions at Roycove Reservoir and Pump Station.

Public Contracts Code Section 22050 requires a governing body that takes action pursuant to subdivision (a) of that Section to review the emergency action at its next regularly scheduled meeting and, by a four-fifths vote, determine that there is a need to continue the action. Adoption of Resolution No. 15-XXXX will confirm the continued existence of an emergency condition for Roycove Reservoir and Pump Station pursuant to Chapter 2.5 (Emergency Contracting Procedures) of the Public Contracts Code.

DISCUSSION:

The City Council’s adoption of Resolution No. 15-7400 on October 20, 2015 made the findings needed pursuant to the Public Contracts Code Sections 20168 and 22050 to allow the City Manager to immediately retain the services necessary to rehabilitate the Roycove Reservoir and Pump Station. The City retained without competitive bidding Brithinee Electric to design and build the booster pump control panel (VFD system), A & B Electric to perform demolition and booster pump control panel installation, and Control Automation Design, Inc. to complete the configuration and installation of the SCADA system controls.

The tentative project schedule is outlined below with project completion expected in mid-December 2015.

October 2015	November 2015	December 2015
Brithinee Electric: Design and build the booster pump control panel (VFD system)		
A & B Electric: Demolition and booster pump control panel installation		
Control Automation Design, Inc.: Configuration and installation of SCADA system controls		

A & B Electric will coordinate with the Water Division to relocate and rewire one operational VFD to a different location in the pump station before the demolition of the existing booster pump control panel. This will allow one motor and pump to remain operational at all times without interruption in pumping services to Zone 5. One pump is sufficient to operate the station to meet daily water needs in Zone 5.

As a contingency, the City’s water distribution system is designed to automatically have Zone 4 open by pressure control valves and pressurize Zone 5, if the Roycove Station fails. When this has occurred previously, the automatic transition occurred as designed. Other zones are also able to provide water to and pressurize Zone 5, if needed. The only repercussion of this zone turnover is it provides the Zone 5 residences with 15 pounds per square inch (psi) of pressure instead of the normal 45 psi.

If there was a major fire in Zone 5, the Roycove Reservoir and Pump Station would not be able to provide adequate water supply for fire protection. While contingency plans are in place to provide Zone 5 with water from other booster stations, ongoing reliance on other stations is not optimal, especially in longer-term, emergency conditions. Zone 4 is able to provide water supply for Zone 5 fire protection with a gravity flow system from Roycove’s 500,000 gallon reservoir. As an added measure of protection, the Water Division will contact the Los Angeles County Fire Department prior to the start of the emergency repair project to alert the Fire Department of possible compromised fire protection in Zone 5. This will allow the Fire Department to be prepared ahead of time to ensure adequate water supply by, for example, using Zone 4 hydrants, which are located across the street from Zone 5 hydrants.

Pursuant to Public Contracts Code Section 22050, the City Manager, through the Department of Public Works, will provide project updates at every regularly scheduled City Council meeting until the emergency project is completed.

FISCAL IMPACT:

The estimated fiscal impact associated with the Roycove Reservoir and Pump Station Emergency Repair Project is approximately \$80,000. Sufficient funding for the proposed project is available in the Department of Public Works Department/Water Utility budget (account no. 6011-5060-55420). The following table represents a summary of the proposed project:

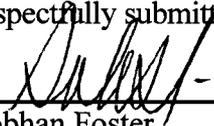
Booster Pump Control Panel/VFD System Upgrade	\$28,127
SCADA Upgrade	\$30,930
Demolition and Installation Services	\$12,570
Contingency Allowance	\$1,210
Contract Administration/Inspection	\$7,163
Estimated Total	\$80,000

The proposed emergency project has no General Fund impact.

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,



 Siobhan Foster
 Director of Public Works

City Manager	City Attorney	Finance	City Clerk

ATTACHMENTS:

Attachment A: Resolution No. 15-XXXX

RESOLUTION NO. 15-XXXX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
COVINA, CALIFORNIA, CONFIRMING THE CONTINUED
EXISTENCE OF AN EMERGENCY CONDITION FOR ROYCOVE
RESERVOIR AND PUMP STATION EMERGENCY REPAIR
PROJECT, PURSUANT TO SECTION 22050 OF THE CALIFORNIA
PUBLIC CONTRACT CODE**

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"); and

WHEREAS, the City endeavors to provide safe and reliable public facilities for public use; and

WHEREAS, from time-to-time City facilities will experience unexpected failure, stress, or damage in the course of routine operations; and

WHEREAS, the resolution of any unexpected failure, stress, or damage may occur at times when the competitive bidding process is not possible in order to bring a swift resolution to the interruption of regular services, requiring that the City contract with the vendors who are most readily and reasonably available to address the urgent situation; and

WHEREAS, the City of Covina has identified that one of the City's water pumping stations, Roycove Reservoir and Pump Station, is in need of immediate attention. The station recently failed two fire flow tests and did not perform adequately when unexpected field conditions simulated a third fire flow test due to aged Variable Frequency Drive (VFD) system that controls the Station's booster pumps. Frequent communication failures between the Roycove Reservoir and Pump Station Supervisory Control and Data Acquisition (SCADA) system and the SCADA base station located at the City Yard are also occurring. These conditions are indicative of the Station's inability to provide adequate water supply to Water Zone 5 for fire protection purposes, in the event of a major fire in Water Zone 5. Upgrade of the booster pump control panel and VFD and SCADA systems at the Roycove Reservoir and Pump Station, including the associated demolition and installation services, must be performed immediately to safeguard and mitigate the loss or impairment of life, health, property, or essential public services.

WHEREAS, on October 6, 2015, the Covina City Council adopted Resolution No. 15-7400 declaring an emergency condition and declaring that the public interest and necessity requires certain work to be performed without competitive bidding pursuant to California Public Contract Code Sections 20168 and 22050;

WHEREAS, under Section 22050 of the California Public Contract Code "a public agency, pursuant to a four-fifths vote of its governing body may repair or replace a public facility, take any directly related and immediate action required by that emergency, and procure the necessary

equipment, services, and supplies for those purposes, without giving notice for bids to let contracts;” and

WHEREAS, the City Manager immediately retained the services necessary to rehabilitate the Roycove Reservoir and Pump Station without competitive bidding, including Brithinee Electric to design and build the booster pump control panel (VFD system), A & B Electric to perform demolition and booster pump control panel installation, and Control Automation Design, Inc. to complete the configuration and installation of the SCADA system controls; and

WHEREAS, the schedule for the Roycove Reservoir and Pump Station Emergency Repair Project runs tentatively from early-October 2015 through project completion estimated to occur in mid-December 2015; and

WHEREAS, California Public Contract Code Section 22050, subdivision (c) provides that “If the governing body orders any action specified in subdivision (a), the governing body shall review the emergency action at its next regularly scheduled meeting and...at every regularly scheduled meeting thereafter until the action is terminated, to determine, by a four-fifths vote, that there is a need to continue the action;” and

WHEREAS, Resolution No. 15-XXXX constitutes action specified in subdivision (a) of California Public Contract Code Section 22050; and

WHEREAS, emergency repairs to Roycove Reservoir and Pump Station are ongoing.

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

SECTION 1. The City Council hereby reviews the emergency action approved in City Council Resolution No. 15-7400 to repair Roycove Reservoir and Pump Station pursuant to California Public Contract Code Section 22050.

SECTION 2. The City Council hereby determines that the emergency action to repair Roycove Reservoir and Pump Station needs to continue through project completion estimated to occur in mid-December 2015 in order to respond to the emergency pursuant to California Public Contract Code Section 22050.

SECTION 3. Such action shall be reviewed by the City Council at subsequent regular meetings to determine whether there is a need to further continue the action.

SECTION 4. The City Clerk shall certify to the adoption of this resolution.

PASSED, APPROVED AND ADOPTED this 20th day of October 2015.

John C. King, Mayor

ATTEST:

Sharon Clark, Chief Deputy City Clerk

APPROVED AS TO FORM:

Candice Lee, City Attorney



CITY OF COVINA

AGENDA REPORT

ITEM NO. CC 10

MEETING DATE: October 20, 2015

TITLE: Adopt **Resolution No. 15-XXXX**, amending the Fiscal Year 2015-16 Parks & Recreation Department, Library Services Division Budget by \$19,500 for the Purchase of Books and Periodicals Utilizing the Joseph J. Borrello Funds.

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

RECOMMENDATION: Adopt **Resolution No. 15-XXXX**, amending the Fiscal Year 2015-16 Parks & Recreation Department, Library Services Division Budget by \$19,500 for the Purchase of Books and Periodicals Utilizing the Joseph J. Borrello Funds.

BACKGROUND:

In June 2003, Estate Attorney David T. Kalish contacted the City of Covina on behalf of his client, Joseph J. Borrello, who had bequeathed funds in the sum of \$155,202.18 to the Covina Public Library. The funds were accepted by the City at the July 1, 2003 Council meeting and placed in a separate restricted account with the use of funds to be determined at a later date. To date, the following expenditures have occurred:

- Books – \$10,789
- Computers – \$ 58,294
- Professional Services – \$3,000
- Literacy program support – \$11,500

DISCUSSION:

The adopted Fiscal Year 2015-16 Budget included funding support from the Joseph J. Borrello Memorial Fund in the amount of \$27,260 for Books, Recordings, Periodicals, and Film and Videos. The additional funding support of \$19,500 for Books and Periodicals was being requested from the Friends of the Covina Public Library. The first sponsorship request in the amount of \$6,500 was made to The Friends at the August 22, 2015 Board meeting. The Board denied the request due to the lack of available funds. The Friends' funds are held in CDs that are not accessible at this time during this fiscal year. Currently, the Joseph J. Borrello Memorial Fund has a balance of \$142,260.17. The additional use of the Borrello funds will bring the fund balance to \$95,500.17 at the end of fiscal year 2015-2016.

In order to maintain the Covina Public Library's materials (books, recordings, periodicals, and films and videos) collections, the use of these funds is vital to support the community's educational and recreational needs, such as current materials aligned to the Common Core curriculum and current books by popular authors.

FISCAL IMPACT:

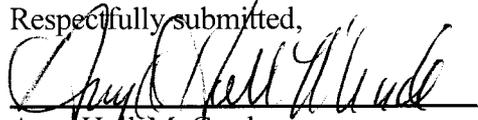
There is no General Fund impact. The account numbers requiring amendment are:

Books	29703900-54100	\$17,500
Periodicals	29703900-54120	\$ 2,000

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

None.

Respectfully submitted,



Amy Hall-McGrade

Parks & Recreation and Library Services Director

City Manager	City Attorney	Finance	City Clerk

ATTACHMENTS:

Attachment A: Proposed Resolution

RESOLUTION NO. 15-XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, TO ADOPT RESOLUTION NO. 15-XXXXX, AMENDING FISCAL YEAR 2015-16 PARKS & RECREATION DEPARTMENT, LIBRARY SERVICES DIVISION BUDGET BY \$19,500 FOR THE PURCHASE OF BOOKS AND PERIODICALS UTILIZING THE JOSEPH J. BORELLO MEMORIAL FUND.

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”); and

WHEREAS, the preliminary 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; and

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

WHEREAS, the intent for all expenditures related to maintaining the Books and Periodicals collections will be funded through the Joseph J. Borello Memorial Fund;

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

SECTION 1. Amend the fiscal year 2015-2016 Parks & Recreation Department’s Library Services Division operating budget as follows:

29763900 54100 Books	\$17,500
29763900 54120 Periodicals	\$ 2,000

SECTION 2. The City Clerk shall certify to the adoption of this resolution.

PASSED, APPROVED AND ADOPTED this 20th day of October, 2015.

John C. King, Mayor

ATTEST:

Sharon Clark, Chief Deputy City Clerk

Approved as to form:

Candice Lee, City Attorney

CERTIFICATION

I, Sharon Clark, Chief Deputy City Clerk of the City of Covina, hereby CERTIFY that Resolution No. 15-XXXX was adopted by the Covina City Council at a regular meeting of the City Council held this 20th day of October, 2015, and was approved and passed by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Sharon Clark
Chief Deputy City Clerk



CITY OF COVINA

AGENDA REPORT

ITEM NO. CC 11

MEETING DATE: October 20, 2015

TITLE: Change Order Nos. 47-49 reflecting a decrease in the construction contract with GMZ Engineering, Inc. in the amount of \$30,165.75 and Final Acceptance and Filing of Notice of Completion for Cougar Park Project M-1204.

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

RECOMMENDATION: Approve Change Order Nos. 47-49 reflecting a decrease in the construction contract with GMZ Engineering, Inc. in the amount of \$30,165.75 and Final Acceptance and Filing of Notice of Completion for Cougar Park Project M-1204.

BACKGROUND:

The California State Parks' Office of Grants and Local Services awarded the City with \$2,125,750 for the Cougar Park Project application that was submitted in July 2011. This was Round Two of the Statewide Park Program and was intensely competitive with 64 projects selected from more than 400 applications submitted. Additional funding sources included; \$360,000 from Bond Proceeds of the former Covina Redevelopment Agency, and \$72,720 from Covina-Valley Unified School District for the joint sewer and water lines, and pending donations in the amount of \$3,117.05 for the Historical Display panels.

The Cougar Park project site is located at 150 West Puente Street next to District Field. The park amenities include Community Center, children's playground, outdoor exercise equipment, turf area, splash pad, community garden, historical mural and display panels, benches, picnic area, and parking lot.

DISCUSSION:

On January 21, 2014, the City Council awarded GMZ Engineering, Inc. the construction contract in the amount of \$1,880,000. On June 2, 2015, Change Order Nos. 1-46 were approved, which increased the project contract from \$1,880,000 to \$2,084,665.33. To complete the project, Change Orders 47-49, detailed below, were processed. As of September 15, 2015, Parks & Recreation Department staff has accepted the change orders for completeness and accuracy as to the materials and labor.

Change Order No.	Contract Increase	Contract Decrease	Explanation
47	\$2,994.00		Modify chain link enclosure to mechanical equipment and extend contract by 3 days.
48	\$4,000.00		Modify paving at access to splash pad tank, provide a 6" concrete curb around the cover, install pea gravel, install removable guardrails, and extend contract by 21 days.
49		\$37,109.75	Subtract this sum due to the Police Department including the Cougar Park camera system in their contract with Leverage.

The Contractor, GMZ, Engineering, Inc., has now completed all work in a satisfactory manner.

As of this date, there are no Stop Notices filed against the monies due to GMZ Engineering, Inc. It is recommended that the City Council authorize staff to file the Notice of Completion; release the remaining retention monies 35 days after the Notice of Completion filing date; and release the bonds accordingly.

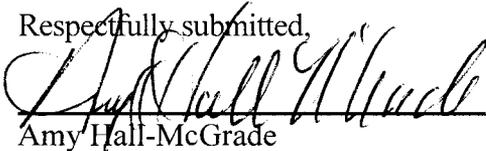
FISCAL IMPACT:

There is no General Fund impact. The approval of Change Order Nos. 47-49 would reduce the contract by a net amount of \$30,115.75 to \$2,054,549.58, which is within the funding amount available for the project.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

None.

Respectfully submitted,



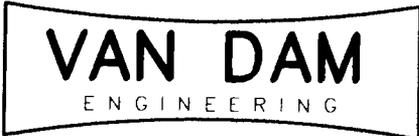
Amy Hall-McGrade

Parks & Recreation and Library Services Director

City Manager	City Attorney	Finance	City Clerk

ATTACHMENTS:

- Attachment A: Change Order 47
- Attachment B: Change Order 48
- Attachment C: Change Order 49
- Attachment D: Notice of Completion



CONSTRUCTION PHASE

Ref: COUGAR PARK, COVINA, CA.
City of Covina Project No. M-1204.

CHANGE ORDER No. 47

To: GMZ Engineering Inc.
5739 Kanan Road, #134
Agoura Hills, CA 91301.

Date : MAY 22, 2015

Attention: Ghazi Mubarak

OWNER ENGINEER CONTRACTOR CONSULTANT OTHER

When this Change Order has been signed by the Project Engineer, Contractor and Owner, the Contractor shall execute the changes to the Contract as follows:

ITEM No.	DESCRIPTION
	MECHANICAL CHAINLINK ENCLOSURE MODIFICATION
47.1	ADD: MODIFY CHAINLINK ENCLOSURE TO MECHANICAL EQUIPMENT TO INCORPORATE SPLASH PAD MECHANICAL EQUIPMENT AND INCORPORATE A 2'6" WIDE ACCESS GATE WITH HASPS FOR PAD LOCKS TOGETHER WITH CHAINLINK COVER ABOVE THE SPLASH PAD MECHANICAL COMPONENTS WHERE THEY ARE ATTACHED TO THE BUILDING WALL. PROVIDE ALL COMPONENTS AND LABOR NECESSARY FOR A COMPLETE INSTALLATION.
47.2	ADD: THREE CALENDER DAYS TO THE DATE OF SUBSTANTIAL COMPLETION.
<i>NOTE: THIS MODIFICATION RESULTS FROM RAINDECK'S REQUIREMENT TO RELOCATE THEIR EQUIPMENT FROM THE PIPE CHASE TO THE AREA SOUTH OF THE BUILDING.</i>	

SEE ATTACHED PCO NO.46, DATED 05. 18. 2015

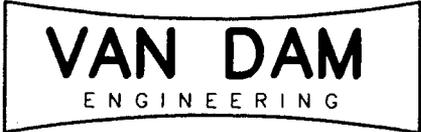
The original Contract sum was	\$	1	760	000	00
Change by previously authorized Change Orders was	\$		324	664	33
The Contract Sum prior to this change order was	\$	2	084	664	33
The Contract Sum will be increased by this Change Order in the amount of	\$		2	944	00
The new Contract Sum including this Change Order will be	\$	2	087	608	33
The original date of Substantial Completion was	July 11,	2014		
Change resulting from previously authorized Change Orders		MAY 22,	2015		
The contract time will be increased by	(3)	calendar days			
The date of Substantial Completion as of the date of this Change Order is		MAY 25,	2015		

APPROVED BY

Project Engineer
VAN DAM ENGINEERING
 Address
 1844 W.11th Street, Upland. Ca.
 Signature
 Typed name
Jeff Van Dam
 Date: 5/22/15

Contractor
GMZ ENGINEERING INC.
 Address
 5739 Kanan Road, Agoura Hills, Ca
 Signature
 Typed name
Ghazi Mubarak
 Date: 5/22/15

Owner
CITY OF COVINA - PARKS AND REC.
 Address
 1250 N. Hollenbeck Ave. Ca
 Signature
 Typed name
Amy hall McGrade
 Date:



CONSTRUCTION PHASE

Ref: COUGAR PARK, COVINA, CA.
City of Covina Project No. M-1204.

CHANGE ORDER No. 48

To: GMZ Engineering Inc.
5739 Kanan Road, #134
Agoura Hills, CA 91301.

Date : JUNE 10, 2015

Attention: Ghazi Mubarak

OWNER ENGINEER CONTRACTOR CONSULTANT OTHER

When this Change Order has been signed by the Project Engineer, Contractor and Owner, the Contractor shall execute the changes to the Contract as follows:

ITEM No.	DESCRIPTION
	MODIFY PAVING AT ACCESS COVER TO SPLASH PAD TANK
48.1	ADD: MODIFY PAVING ADJOINING THE SPLASH PAD WATER TANK ACCESS COVER TO PROVIDE A 6 INCH HIGH CONCRETE CURB AROUND THE COVER, 8 INCHES AWAY, WITH PEA GRAVEL FILL BETWEEN.
48.2	INSTALL REMOVABLE GUARDRAILS OF 1.1/2 INCH DIA. PIPE GALVANIZED AND PAINTED, ON ALL FOUR SIDES, SET IN SLEVES SET IN CONCRETE PAVING.
48.3	ADD: TEN CALENDER DAYS TO THE DATE OF SUBSTANTIAL COMPLETION.
<p><i>NOTE: THIS MODIFICATION RESULTS FROM L.A. COUNTY PUBLIC HEALTH REQUIREMENT TO CHANGE THE TANK TYPE TO A NSF CERTIFIED TANK, REQUIRING A BOLTED DOWN COVER RATHER THAN A MANHOLE COVER.</i></p>	

The original Contract sum was	\$	1	760	000	00
Change by previously authorized Change Orders was	\$		324	664	33
The Contract Sum prior to this change order was	\$	2	087	608	33
The Contract Sum will be increased by this Change Order in the amount of	\$		4	000	00
The new Contract Sum including this Change Order will be	\$	2	091	608	33
The original date of Substantial Completion was					July 11, 2014
Change resulting from previously authorized Change Orders					MAY 22, 2015
The contract time will be increased by	(21)				calendar days
The date of Substantial Completion as of the date of this Change Order is					JUNE 12, 2015

APPROVED BY

Project Engineer
VAN DAM ENGINEERING
Address
1844 W.11th Street, Upland, Ca.
Signature
Typed name
Jeff Van Dam
Date: **6/11/15**

Contractor
GMZ ENGINEERING INC.
Address
5739 Kanan Road, Agoura Hills, Ca
Signature
Typed name
Ghazi Mubarak
Date: **6-11-2015**

Owner
CITY OF COVINA - PARKS AND REC.
Address
1250 N. Hollenbeck Ave, Ca
Signature
Typed name
Amy Hall McGrade
Date: **6/11/15**

VAN DAM ENGINEERING

CONSTRUCTION PHASE

Ref: **COUGAR PARK, COVINA, CA.**
City of Covina Project No. M-1204.

CHANGE ORDER No. 49

To: **GMZ Engineering Inc.**
5739 Kanan Road, #134
Agoura Hills, CA 91301.

Date : September 15, 2015
Attention: **Ghazi Mubarak**

OWNER ENGINEER CONTRACTOR CONSULTANT OTHER

When this Change Order has been signed by the Project Engineer, Contractor and Owner, the Contractor shall execute the changes to the Contract as follows:

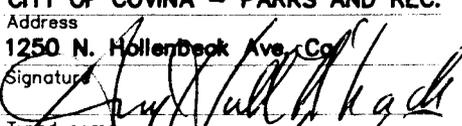
ITEM No.	DESCRIPTION
	SECURIT CAMERA SYSTEM BY LeVERAGE.
49.1	SUBTRACT FROM THE CONTRACT SUM THE AMOUNT OF \$ 37,109.75 BEING THE SUM PAID TO THE CONTRACTOR FOR THE PORTION OF THE LeVerave SUM FOR THE COUGAR PARK INSTALATION.
	<i>NOTE: THIS SUM IS INCLUDED IN LeVerge's CONTRACT WITH THE CITY OF COVINA AND IS NO LONGER A PART OF THE COUGAR PARK CONSTRUCTION CONTRACT. THEREFORE THE SUM OF \$ 37, 109.75 PAID TO GMZ ENG. FOR THIS PURPOSE SHALL BE RETURNED TO THE COUGAR PARK CONSTRUCTION CONTRACT VIA THIS CHANGE ORDER.</i>
*	<i>NOTE: BASED ON THE USE OF THE BUILDING AND FACILITIES BY THE CITY PARKS AND RECREATION DEPARTMENT AS OF MAY 25, 2015 IT WAS AGREED THAT THE DATE OF MAY 25, 2015 WOULD BE THE CERTIFIED DATE OF SUBSTANTIAL COMPLETION.</i>

The original Contract sum was	\$	1	760	000	00
Change by previously authorized Change Orders was	\$	324	664	33	
The Contract Sum prior to this change order was	\$	2	091	608	33
The Contract Sum will be DECREASED by this Change Order in the amount of	\$	37	109	75	
The new Contract Sum including this Change Order will be	\$	2	054	498	58
The original date of Substantial Completion was July 11, 2014					
Change resulting from previously authorized Change Orders JUNE 12, 2015					
The contract time will be increased by (0) calendar days					
The date of Substantial Completion as of the date of this Change Order is *JUNE 12, 2015					

APPROVED BY

Project Engineer
VAN DAM ENGINEERING
Address
1844 W.11th Street, Upland. Ca.
Signature 
Typed name
Jeff Van Dam
Date: **9/15/15**

Contractor
GMZ ENGINEERING INC.
Address
5739 Kanan Road, Agoura Hills, Ca
Signature 
Typed name
Ghazi Mubarak
Date: **9.15.15**

Owner
CITY OF COVINA - PARKS AND REC.
Address
1250 N. Hollenbeck Ave, Ca
Signature 
Typed name
Amy Hall McGrade
Date: **9/15/15**

RECORDING REQUESTED BY
City of Covina
125 E. College Street
Covina, CA 91723-2199

AND WHEN RECORDED MAIL TO
Name City Clerk - City of Covina
Street
Address 125 E. College Street
City & Covina
State CA 91723-2199

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Notice of Completion

Notice pursuant to Civil Code Section 3093, must be filed within 10 days after completion.

Notice is hereby given that:

1. The undersigned is owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described.
2. The full name of the owner is the City of Covina.
3. The full address of the owner is 125 E. College Street, Covina CA 91723
4. The nature of the interest or estate of the owner is in fee.
5. The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:

Names	Addresses
NONE	

6. The full names of the predecessors in interest of the undersigned, if the property was transferred subsequent to the commencement of the work of improvement herein referred to:

Names	Addresses
NONE	

7. A work of improvement on the property hereinafter described was completed on 9/22/2015
The work done was: Cougar Park Project M-1204

8. The name of the contractor, if any, for such work of improvement was GMZ Engineering, Inc.

9. The property on which said work of improvement was completed is in the City of Covina, County of Los Angeles, State of California, and is described as follows:
The park amenities include a community center, splash pad, turf area, community garden, playground equipment, outdoor exercise equipment and a parking lot.

10. The Street address of said property is 150 West Puente Street, Covina, CA 91723
(If no street address has been officially assigned, insert "none".)

Dated 10/21/15

Amy Hall-McGrade
Parks & Recreation and Library Services Director

Signature of
owner named
in paragraph 2

(Seal)

Executed on _____

By Sharon F. Clark, Chief Deputy City Clerk



CITY OF COVINA

AGENDA REPORT

ITEM NO. CC 12

- MEETING DATE:** October 20, 2015
- TITLE:** Resolutions relating to the annexation of territory to Community Facilities District No. 2007-1 (425 W. Center Street)
- PRESENTED BY:** Brian K. Lee, Director of Community Development
- RECOMMENDATION:**
- a). Adopt City **Resolution No. 15-XXXX**, declaring intention to authorize the annexation of territory to Community Facilities District No. 2007-1 (Public Services); and
 - b). Adopt City **Resolution No. 15-XXXX**, adopting boundary map showing territory proposed to be annexed in the future to Community Facilities District No. 2007-1 (Public Services).
-

BACKGROUND:

On June 5, 2007, the City Council held a public hearing and formed Community Facilities District (CFD) 2007-1 (Public Services). Pursuant to the Conditions of Approval for a 2-unit apartment development at 425 W. Center Street, the builder agreed to annex to the CFD, or to pay an in-lieu fee based on the financial impact on Police, Fire, Emergency and Parks services. The builder has opted to annex into the CFD.

Under the CFD, in Fiscal Year 2015-2016, any newly constructed multi-family residential units are charged \$473.45 per year for the following services: police, fire protection and suppression, paramedic services, and park maintenance. This Special Tax appears on the annual Property Tax bill for each parcel. The Special Tax authorized by the CFD shall be levied on all parcels for which building permits were issued on or before May 1 of the preceding fiscal year.

This program has been conceived with the intention that all future residential development, which results in a net increase of residential units, will annex to the CFD or pay an equivalent mitigation fee. Residential units constructed prior to formation of the CFD are not subject to the Special Tax.

DISCUSSION:

Resolutions that notice the intent of the City to annex property to the CFD, identify the boundaries of the proposed annexation, identify the types of services to be funded by the CFD, and notice that a public hearing will be held on December 1, 2015, where the City Council will consider the proposed annexation, are pursuant to the Conditions of Approval for a two-unit condominium/apartment development at 425 W. Center Street, Covina, CA, Assessor's Parcel Number is 8444-004-020.

The purpose of the CFD is to finance the aforementioned public safety and park services that are in addition to those currently provided for the territory within the District. In Fiscal Year 2015-

2016, the estimated amount for these services, for each additional multi-family residential unit, is \$473.45. Because one existing dwelling unit on the property will be demolished and replaced, there is a net increase of one residential unit subject to the special tax.

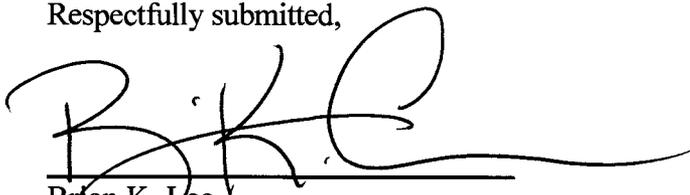
FISCAL IMPACT:

There are two residential units in the proposed annexation area, of which one is subject to the special tax. The "Special Tax" authorized by the proposed annexation to Community Facilities District 2007-1 (the "CFD") will generate up to \$473.45 annually based on the 2015-2016 tax rate of \$473.45 per multi-family unit, and will be deposited to Account No. 2740-4800-45800. The Special Tax shall be used to pay for the following services: police, fire protection and suppression, paramedic services, and park maintenance. The Special Tax will increase annually by the greater of two percent (2.00%), or the percentage change in the Consumer Price Index.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

This activity will not result in a reasonably foreseeable change to the physical environment; it is exempt from CEQA under State CEQA Guidelines 15061 (b) (2) and (3) and does not constitute a project.

Respectfully submitted,



Bryan K. Lee
Director of Community Development

City Manager	City Attorney	Finance	City Clerk

ATTACHMENTS:

- A. Resolution No. 15-XXXX
- B. Resolution No. 15-XXXX

RESOLUTION NO. 15-XXXX

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINA,
CALIFORNIA, DECLARING ITS INTENTION TO AUTHORIZE THE
ANNEXATION OF TERRITORY TO COMMUNITY FACILITIES
DISTRICT NO. 2007-1 (PUBLIC SERVICES)**

WHEREAS, the City Council of the City of Covina, California, (hereafter referred to as the “City Council”), at this time desires to authorize the annexation of territory to City of Covina Community Facilities District No. 2007-1 (Public Services) (“CFD No. 2007-1”) pursuant to the terms and provisions of the “Mello-Roos Community Facilities Act of 1982”, being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California, as amended (the “Act”); and

WHEREAS, CFD No. 2007-1 was formed to finance new police services, fire protection and suppression services, paramedic services, and park maintenance and other public services in addition to those provided in or required for the territory within CFD No. 2007-1 and will not be replacing services already available; and

WHEREAS, certain territory is proposed to be annexed to CFD No. 2007-1 and such territory shall be known and designated as Community Facilities District No. 2007-1 (Public Services), Annexation No. 9 (“Annexation No. 9”).

WHEREAS, this legislative body now desires to proceed to adopt its Resolution of Intention to annex Annexation No. 9 into CFD No. 2007-1, to describe the territory proposed to be annexed, Annexation No. 9, to specify the services to be financed from the proceeds of the levy of special taxes within Annexation No. 9, to set and specify the special taxes that would be levied within the territory to finance such services, and to set a time and place for a public hearing relating to the annexation of Annexation No. 9 into CFD No. 2007-1; and

WHEREAS, a map showing the boundaries of Annexation No. 9 proposed to be annexed has been submitted, and a copy of the map shall be kept on file with the transcript of these proceedings.

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

SECTION 1 Recitals. The above recitals are all true and correct.

SECTION 2 Authorization. The proceedings for annexing Annexation No. 9 into CFD No. 2007-1 are authorized and initiated by this legislative body pursuant to the authorization of the Act.

SECTION 3 Intention to Annex. This legislative body hereby determines that the public convenience and necessity requires that Annexation No. 9 be added to CFD No. 2007-1 in order to pay the costs and expenses for the required and authorized new services generated from new development within the City and this City Council declares its intention to annex Annexation No. 9 to CFD No. 2007-1.

SECTION 4 Boundaries. A general description of the boundaries of Annexation No. 9 proposed to be annexed is as follows:

All that territory proposed to be annexed to CFD No. 2007-1, as such property is shown on a map designated as “Annexation Map No. 9 of Community Facilities District No. 2007-1 (Public Services), City of Covina, County of Los Angeles, State of California,” attached hereto as Exhibit “A” and hereby incorporated by reference.

Existing territory includes the following:

CFD	General description of existing territory
Original area	1009 N. Citrus
Annexation #1	228 W. Center Street
Annexation #2	Vintage Walk 2
Annexation #3	451 E. Badillo
Annexation #4	1256 W. McGill Street
Annexation #5	Citrus Walk
Annexation #6	276 W. Dexter Street
Annexation #7	166 E. Center Street
Annexation #8	269-275 W. Center Street

SECTION 5 Name of District. The name of the district is “City of Covina Community Facilities District No. 2007-1 (Public Services)” and the designation for the territory to be annexed shall be “City of Covina Community Facilities District No. 2007-1 (Public Services), Annexation No. 9.”

SECTION 6 Services Authorized to be Financed by CFD No. 2007-1, Annexation No. 9. The services that are authorized to be financed by CFD No. 2007-1 are certain services which are in addition to those provided in or required for the territory within CFD No. 2007-1 and Annexation No. 9 and will not be replacing services already available. A general description of the services to be financed by CFD No. 2007-1 and Annexation No. 9 is as follows:

PUBLIC SERVICES

New police services, fire protection and suppression services, paramedic services, and park maintenance, including but not limited to (i) the costs of contracting services, (ii) related facilities, equipment, vehicles, ambulances, fire apparatus and supplies, (iii) the salaries and benefits of City staff that directly provide police services, fire protection and suppression services, paramedic services, and park maintenance respectively, and (iv) City overhead costs associated with providing such services within CFD No. 2007-1 and Annexation No. 9. The Special Tax provides only partial funding for Public Services.

The same types of services which are authorized to be financed by CFD No. 2007-1 are the types of services to be provided in Annexation No. 9. If, and to the extent possible, such services shall be provided in common within CFD No. 2007-1 and Annexation No. 9.

SECTION 7 Special Taxes. It is the further intention of this City Council body that, except where funds are otherwise available, a special tax sufficient to pay for such services to be provided in CFD No. 2007-1 and Annexation No. 9, and related incidental expenses authorized by the Act, secured by recordation of a continuing lien against all non-exempt real property in Annexation No. 9, will be levied annually within the boundaries of such Annexation No. 9. For further particulars as to the rate and method of apportionment of the proposed special tax, reference is made to the attached and incorporated Exhibit "B" (the "First Amended Rate and Method of Apportionment"), which sets forth in sufficient detail the method of apportionment to allow each landowner or resident within proposed Annexation No. 9 to clearly estimate the maximum amount that such person will have to pay.

The special tax proposed to be levied within Annexation No. 9 for services to be supplied within Annexation No. 9 shall be equal to the special tax levied to pay for the same services in CFD No. 2007-1, to the extent that the actual cost of providing the services in Annexation No. 9 is equivalent to the cost of providing those services in CFD No. 2007-1. Notwithstanding the foregoing, the special tax may not be levied at a rate that is higher than the maximum special tax authorized to be levied pursuant to the First Amended Rate and Method of Apportionment.

The special taxes herein authorized, to the extent possible, shall be collected in the same manner as ad valorem property taxes and shall be subject to the same penalties, procedure, sale and lien priority in any case of delinquency as applicable for ad valorem taxes. Any special taxes that may not be collected on the County tax roll shall be collected through a direct billing procedure by the City Treasurer.

The maximum special tax rate in CFD No. 2007-1 shall not be increased as a result of the annexation of Annexation No. 9 to CFD No. 2007-1.

SECTION 8 Public Hearing. Notice is given that on the 1st day of December, 2015, at the hour of 7:30 p.m., in the regular meeting place of the City Council being the Covina City Hall located at 125 E. College Street Covina, CA 91723, a public hearing will be held where this City Council will consider the authorization for the annexation of Annexation No. 9 to CFD No. 2007-1, the proposed method and apportionment of the special tax to be levied with Annexation No. 9 and all other matters as set forth in this Resolution of Intention.

At such public hearing, the testimony of all interested persons for or against the annexation of Annexation No. 9 or the levying of special taxes within Annexation No. 9 will be heard.

At such public hearing, protests against the proposed annexation of Annexation No. 9, the levy of special taxes within Annexation No. 9 or any other proposals contained in this resolution may be made orally by any interested person. Any protests pertaining to the regularity or sufficiency of the proceedings shall be in writing and shall clearly set forth the irregularities or defects to which objection is made. All written protests shall be filed with the City Clerk prior to the time fixed for the public hearing. Written protests may be withdrawn at any time before the conclusion of the public hearing.

SECTION 9 Majority Protest. If (a) 50% or more of the registered voters, or six (6) registered voters, whichever is more, residing within CFD No. 2007-1, (b) 50% or more of the registered voters, or six (6) registered voters, whichever is more, residing within Annexation No. 9, (c) owners of one-half or more of the area of land in the territory included in CFD 2007-1, or (d) owners of one-half or more of the area of land in the territory included in Annexation No. 9, file written protests against the proposed annexation of Annexation No. 9 to CFD No. 2007-1 and such protests are not withdrawn so as to reduce the protests to less than a majority, no further proceedings shall be undertaken for a period of one year from the date of the decision by the City Council on the annexation of Annexation No. 9 to CFD 2007-1.

SECTION 10 Notice. Notice of the time and place of the public hearing shall be given by the City Clerk by publication in a legally designated newspaper of general circulation, in the territory of Annexation No. 9 and CFD 2007-1 pursuant to Section 6061 of the Government Code. Said publication shall be completed at least seven (7) days prior to the date set for the public hearing and shall contain the information prescribed in Section 53322 of the Act.

SECTION 11 The City Clerk shall certify to the adoption of this resolution.

PASSED, APPROVED AND ADOPTED this 20th day of October, 2015.

John C. King, Mayor

ATTEST:

Sharon Clark
Chief Deputy City Clerk, City of Covina

APPROVED AS TO FORM;

Candice K. Lee, City Attorney

CERTIFICATION

I, Sharon Clark, Chief Deputy City Clerk of the City of Covina, hereby CERTIFY that Resolution No. 15-XXXX was adopted by the Covina City Council at a regular meeting of the City Council held this 20th day of October, 2015, and was approved and passed by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

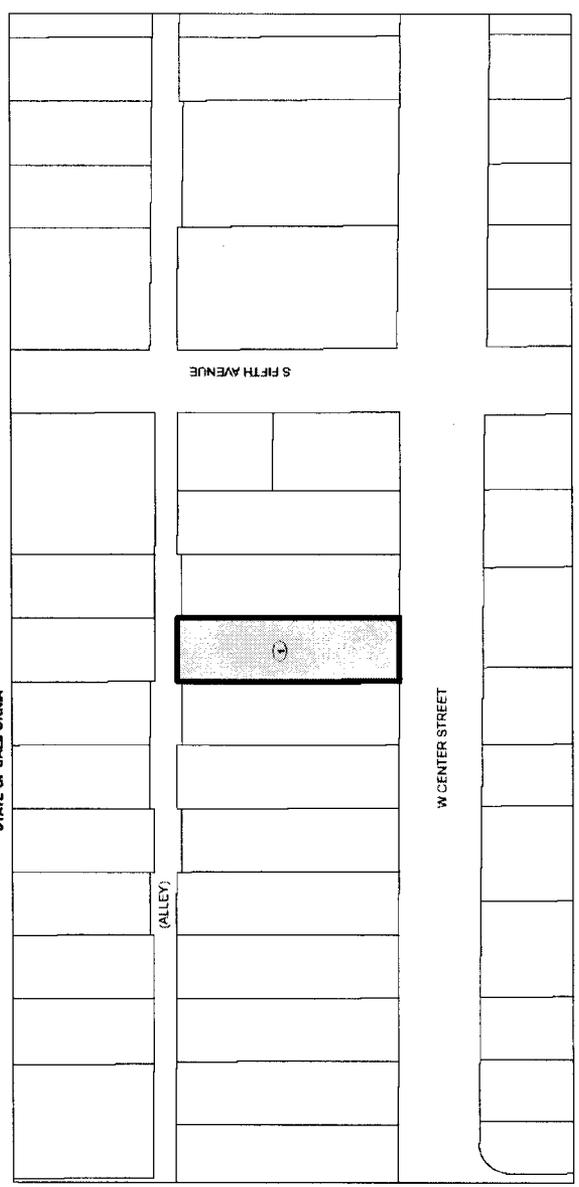
Sharon Clark
Chief Deputy City Clerk

EXHIBIT A TO RESOLUTION

ANNEXATION MAP

ANNEXATION MAP NO. 9 COMMUNITY FACILITIES DISTRICT NO. 2007-1 (PUBLIC SERVICES)

CITY OF COVINA
COUNTY OF LOS ANGELES
STATE OF CALIFORNIA



MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	500-034-020

LEGEND

Unincorporated Boundary

Map Reference Number



FILED IN THE OFFICE OF THE CITY CLERK THIS _____ DAY OF _____, 2015.

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF ANNEXATION NO. 9 TO COMMUNITY FACILITIES DISTRICT NO. 2007-1 (PUBLIC SERVICES) CITY OF COVINA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF COVINA AT A REGULAR MEETING THEREOF, HELD ON THE _____ DAY OF _____, 2015, BY ITS RESOLUTION NO. _____

CITY CLERK
CITY OF COVINA

FILED THIS _____ DAY OF _____, 2015, AT THE HOUR OF _____ O'CLOCK _____ IN THE BOOK OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGE(S) _____, TITLE _____, RECORDER IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA.

BY DEPUTY
COUNTY RECORDER
COUNTY OF LOS ANGELES
STATE OF CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY MAP OF THE CITY OF COVINA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, RECORDED WITH THE LOS ANGELES COUNTY RECORDER'S OFFICE ON MAY 18, 2007, AS DOCUMENT NO. 20071216337 IN THE BOOK OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS.

THE LINES AND DIMENSIONS OF EACH LOT OR PARCEL SHOWN ON THIS MAP SHALL BE THE LINES AND DIMENSIONS AS SHOWN ON THE LOS ANGELES COUNTY ASSESSOR'S MAPS FOR THOSE PARCELS LISTED.

THE LOS ANGELES COUNTY ASSESSOR'S MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.

EXHIBIT B TO RESOLUTION
FIRST AMENDED RATE AND METHOD OF APPORTIONMENT

FIRST AMENDED RATE AND METHOD OF APPORTIONMENT

CITY OF COVINA

COMMUNITY FACILITIES DISTRICT NO. 2007-1 (PUBLIC SERVICES)

A special tax as hereinafter defined shall be levied on and collected for Community Facilities District No. 2007-1 (Public Services) of the City of Covina ("CFD No. 2007-1") each Fiscal Year, commencing in Fiscal Year 2007-2008, in an amount determined by the City Council of the City of Covina through the application of the appropriate Special Tax for "Developed Property," as described below. All of the real property in CFD No. 2007-1, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent, and in the manner herein provided.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Act" means the Mello-Roos Communities Facilities Act of 1982 as amended, being Chapter 2.5, Division 2 of Title 5 of the Government Code of the State of California.

"Administrative Expenses" means any actual ordinary and necessary expense of the City of Covina, or designee thereof or both, to carry out the administration of CFD No. 2007-1 related to the determination of the amount of the levy of the Special Tax, the collection of the Special Tax including the expenses of collecting delinquencies, the payment of a proportional share of salaries and benefits of any City employee whose duties are directly related to the administration of CFD No. 2007-1, fees and expenses for counsel, Special Tax consultant and other consultants hired by the City in relation to CFD No. 2007-1, costs associated with responding to public inquiries regarding CFD No. 2007-1, and costs otherwise incurred in order to carry out the authorized purposes of CFD No. 2007-1.

"Affordable Housing" means any Unit within CFD No. 2007-1 that is subject to a written and recordable covenant, deed restriction, resale restriction, regulatory agreement or similar agreement with either the City of Covina or the Redevelopment Agency of the City of Covina, which restricts the amount of rent for that Unit to "affordable rent" (as that term is defined in California Health and Safety Code Section 50053) for a period of not less than fifty-five (55) years, or which restricts the purchase price for that Unit to "affordable housing cost" (as that term is defined in California Health and Safety Code Section 50052.5) for a period of not less than forty-five (45) years. A Unit shall no longer be considered Affordable Housing following the expiration or termination of the applicable covenant, restriction or agreement.

"Annual Escalation Factor" means for the Special Tax, the greater of (i) two percent (2.00%), or (ii) the percentage change in the Consumer Price Index for the Calendar Year ending in December of the prior Fiscal Year.

"Assessor's Parcel" means a lot or parcel of land designated on an Assessor's Parcel Map with an assigned Assessor's Parcel number within the boundaries of CFD No. 2007-1.

“Assessor’s Parcel Map” means an official map of the Assessor of the County designating parcels by Assessor’s Parcel number.

“Base Year” means Fiscal Year ending June 30, 2008.

“Boundary Map” means the map of the boundaries for CFD No. 2007-1, as approved by the City Council, and recorded with the County in maps of assessments and community facilities districts.

“Building Permit” means a permit for new construction for a residential dwelling Unit. For purposes of this definition, “Building Permit” shall not include permits for construction or installation of retaining walls, utility improvements, or other such improvements not intended for human habitation.

“Calendar Year” means the period commencing January 1 of any year and ending the following December 31.

“CFD Administrator” means an official of the City, or designee thereof, responsible for determining the Special Tax Requirements and providing for the levy and collection of the Special Tax.

“CFD No. 2007-1” means Community Facilities District No. 2007-1 (Public Services) established by the City under the Act.

“City” means the City of Covina.

“City Council” means the City Council of the City, acting as the Legislative Body of CFD No. 2007-1, or its designee.

“Consumer Price Index” means the index published by the U.S. Department of Labor, Bureau of Labor Statistics for all urban consumers in the Los Angeles-Riverside-Orange County area.

“County” means the County of Los Angeles.

“Developed Property” means all Assessor’s Parcels within CFD No. 2007-1 for which Building Permits were issued on or before May 1 preceding the Fiscal Year for which the Special Tax is being levied, provided that a Final Map was created on or before January 1 of the prior Fiscal Year and that each such Assessor's Parcel is associated with a Lot, as determined reasonably by the City and/or CFD administrator.

“Exempt Property” means all Assessor’s Parcels within CFD No. 2007-1 designated as being exempt from the Special Tax as determined in Section F.

“Final Map” means a subdivision of property evidenced by the recordation of a final map, parcel map, or lot line adjustment, pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq.) or the recordation of a condominium plan pursuant to California Civil Code 1352 that creates individual lots for which Building Permits may be issued without further subdivision.

“Fiscal Year” means the period commencing on July 1 of any year and ending the following June 30.

“Lot” means an individual legal lot created by a Final Map for which a Building Permit could or has been issued.

“Maximum Special Tax” means the Maximum Special Tax determined in accordance with Section C, which can be levied by CFD No. 2007-1 in any Fiscal Year on Taxable Property within CFD No. 2007-1.

“Mixed-Use Property” means all Assessor’s Parcels of Developed Property for which Building Permit(s) have been issued for purposes of constructing Non-Residential Property and Residential Property. Residential Units on Mixed-Use Property shall be classified as Multi-Family Residential.

“Multi-Family Residential” means all Assessor’s Parcels of Developed Property for which a Building Permit has been issued for purposes of constructing a residential structure consisting of two or more residential Units that share common walls, including, but not limited to, duplexes, triplexes, town homes, condominiums, apartment Units, and residential Units on Assessor’s Parcels that are considered Mixed-Use Property.

“Non-Residential Property” means all Assessor’s Parcels for which a Building Permit was issued for any type of non-residential use.

“Public Property” means any property within the boundaries of CFD No. 2007-1 that is owned by or irrecoverably dedicated to the City, the federal government, the State of California, the County, CFD No. 2007-1, or other public agency. For purposes of this definition, property owned by the Redevelopment Agency of the City of Covina is **not** considered Public Property and any property owned by the Redevelopment Agency will be subject to the levy of a Special Tax in accordance with Sections C and D herein.

“Public Services” means new police services, fire protection and suppression services, paramedic services, and park maintenance, including but not limited to (i) the costs of contracting services, (ii) related facilities, equipment, vehicles, ambulances, fire apparatus and supplies, (iii) the salaries and benefits of City and Fire District staff that directly provide police services, fire protection and suppression services, paramedic services, and park maintenance, and (iv) City and Fire District overhead costs associated with providing such services within CFD No. 2007-1. The Special Tax provides only partial funding for police, fire protection services, paramedic services, and park maintenance.

“Special Tax” means any special tax authorized to be levied by CFD No. 2007-1 pursuant to the Act to fund the Special Tax Requirement.

“Single-Family Residential” means all Assessor’s Parcels of Developed Property for which a Building Permit has been issued for purposes of constructing one single-family residential dwelling Unit.

“Taxable Property” means all Assessor’s Parcels within CFD No. 2007-1 that are not exempt from the levy of the Special Tax.

“Tax Class” means any of the classes listed in Table 1 below.

“Undeveloped Property” means all Assessor’s Parcels within CFD No. 2007-1 for which Building Permits have not been issued and that is not classified as Approved Property or Public Property.

“Unit” means any separate residential dwelling unit in which a person or persons may live, which comprises an independent facility capable of conveyance separate from adjacent residential dwelling units and is not considered to be for commercial or industrial use.

B. CLASSIFICATION OF ASSESSOR'S PARCELS

Each Fiscal Year, beginning with Fiscal Year 2007-2008, each Assessor's Parcel within CFD No. 2007-1 shall be classified as Developed Property or Exempt Property. In addition, each Fiscal Year, beginning with Fiscal Year 2007-2008, each Assessor's Parcel of Developed Property shall be further classified as Single-Family Residential, Multi-Family Residential, or Mixed-Use Property.

C. MAXIMUM ANNUAL SPECIAL TAX

The Maximum Special Tax for each Assessor's Parcel classified as Single-Family Residential, Multi-Family Residential, and Mixed-Use Property in Fiscal Year 2007-2008 shall be equal to the Maximum Special Tax set forth in Table 1.

**TABLE 1
MAXIMUM ANNUAL SPECIAL TAX RATES
Fiscal Year 2007-2008**

Tax Class	Description	Maximum Special Tax
1	Single-Family Residential	\$527 per Unit
2	Multi-Family Residential	\$395 per Unit
3	Mixed-Use Property	\$395 per Unit

For each subsequent Fiscal Year following the Base Year, the Maximum Special Tax for each Assessor's Parcel classified as Developed Property shall be adjusted by the Annual Escalation Factor.

Multiple Tax Classes

In some instances an Assessor's Parcel may contain more than one Tax Class. The Maximum Special Tax levied on such Assessor's Parcel shall be the sum of the Maximum Special Tax that can be imposed on all Tax Classes located on that Assessor's Parcel.

D. METHOD OF APPORTIONMENT OF SPECIAL TAX

Commencing with Fiscal Year 2007-2008, and for each subsequent Fiscal Year, the Special Tax shall be levied on each Assessor's Parcel of Developed Property at the applicable Maximum Special Tax as set forth in Section C.

E. TERMINATION OF SPECIAL TAX

The Special Tax shall be levied in perpetuity to fund Public Services provided to CFD No. 2007-1.

F. EXEMPTIONS

The City shall classify as Exempt Property: (i) Public Property, (ii) Non-Residential Property, (iii) Undeveloped Property, (iv) Affordable Housing, or (v) Assessor's Parcels with public or utility easements making impractical their utilization for other purposes than those set forth in the easement.

G. APPEALS

Any property owner claiming that the amount or application of the Special Tax is not correct may file a written notice of appeal with the City Council not later than twelve months after having paid the first installment of the Special Tax that is disputed. A representative(s) of CFD No. 2007-1 shall promptly review the appeal, and if necessary, meet with the property owner, consider written and oral evidence regarding the amount of the Special Tax, and rule on the appeal. If the representative's decision requires that the Special Tax for an Assessor's Parcel be modified or changed in favor of the property owner, a cash refund shall not be made, but an adjustment shall be made to the Special Tax on that Assessor's Parcel in the subsequent Fiscal Year(s).

H. MANNER OF COLLECTION

The annual Special Taxes shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided, however, that CFD No. 2007-1 may collect the Special Taxes at a different time or in a different manner if necessary to meet its financial obligations.

RESOLUTION NO. 15-XXXX

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINA,
CALIFORNIA, ADOPTING BOUNDARY MAP SHOWING TERRITORY
PROPOSED TO BE ANNEXED IN THE FUTURE TO COMMUNITY
FACILITIES DISTRICT NO. 2007-1 (PUBLIC SERVICES)**

WHEREAS, the City Council of the City of Covina, California, (hereafter referred to as the “City Council”), formed a Community Facilities District, designated as Community Facilities District No. 2007-1 (Public Services) (“CFD No. 2007-1”), pursuant to the terms and provisions of the “Mello-Roos Community Facilities Act of 1982”, being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California, as amended (the “Act”); and

WHEREAS, the City Council desires to initiate proceedings to annex certain territory to CFD No. 2007-1; and

WHEREAS, there has been submitted a map showing the territory proposed to be annexed to CFD No. 2007-1, said area to be designated as Community Facilities District No. 2007-1 (Public Services), Annexation No. 9 (hereafter referred to as “Annexation No. 9”).

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

SECTION 1 Recitals. The above recitals are all true and correct.

SECTION 2 Annexation Map. The map showing Annexation No. 9 to be subject to the levy of a special tax upon the annexation of such territory to CFD No. 2007-1 is hereby approved and adopted. Such map is designated by the name of “Annexation Map No. 9 of Community Facilities District No. 2007-1 (Public Services), City of Covina, County of Los Angeles, State of California.”

SECTION 3 Certificate. A certificate shall be endorsed on the original and on at least one (1) copy of the map of Annexation No. 9, evidencing the date and adoption of this Resolution, and within fifteen days after the adoption of the Resolution of Intention fixing the time and place of the Public Hearing to annex Annexation No. 9 to CFD No. 2007-1, a copy of said map shall be filed with the correct and proper endorsements thereon with the Los Angeles County Recorder, all in the manner and form provided for Section 3111 of the Streets and Highways Code of the State California.

SECTION 4 The City Clerk shall certify to the adoption of this resolution.

PASSED, APPROVED AND ADOPTED this 20th day of October, 2015.

John C. King, Mayor

ATTEST:

Sharon Clark
Chief Deputy City Clerk, City of Covina

APPROVED AS TO FORM;

City Attorney

CERTIFICATION

I, Sharon Clark, Chief Deputy City Clerk of the City of Covina, hereby CERTIFY that Resolution No. 15-XXXX was adopted by the Covina City Council at a regular meeting of the City Council held this 20th day of October, 2015, and was approved and passed by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Sharon Clark
Chief Deputy City Clerk



CITY OF COVINA

AGENDA REPORT

ITEM NO. CC 13

- MEETING DATE:** October 20, 2015
- TITLE:** Report on the County of Los Angeles Department of Parks & Recreation Countywide Parks Needs Assessment.
- PRESENTED BY:** Amy Hall-McGrade, Parks & Recreation and Library Services Director
- RECOMMENDATION:** Receive and File Report on the County of Los Angeles Department of Parks & Recreation Countywide Parks Needs Assessment.
-

BACKGROUND:

The Parks & Recreation and Library Services Department has been actively participating in the County of Los Angeles Department of Parks & Recreation “We all need PARKS for healthy, thriving and engaged LA communities” a Countywide Comprehensive Parks & Recreation Needs Assessment. The following is a timeline for the Countywide Needs Assessment:

- August 2015: Web Portal – Entailed inputting park locations, existing amenities and ranking the condition of all parks and facilities.
- September-October 2015: Data Analysis and Community Engagement Toolkit – Placeworks (LA County Consultant) will summarize park data, community profile information, and potential opportunity sites for new parks. Analysis results will be returned to each city, as a part of a toolkit to be used at the community engagement meeting. The toolkit will also contain a meeting agenda, a presentation template, various maps and graphics, and a mechanism for creating a prioritized list of projects.
- October-January 2016: Community Engagement Period – Cities will create and implement their Community Engagement Plan. The purpose of the community engagement process is to create a list of prioritized future park and recreation projects with community input. Cities are required to host at least one meeting per Study Area, but may hold additional meetings if desired. The meeting may be conducted by city staff or a community-based organization. There is a \$2,500 stipend per Study Area available to offset the cost of the meeting.
- February 29, 2016: List of prioritized park projects is due by each participating agency.

The City of Covina Parks System has benefited from the 1992 and 1996 Safe Neighborhoods Acts, which were funding measures passed by LA County voters. Both measures included specified projects for the City of Covina. With the 1992 Measure, Wingate Park Project was funded in the amount of \$2,050,000. With the 1996 Measure, the City was awarded \$1,000,000 for the transfer of Charter Oak Park (including park upgrades) from Los Angeles County Parks and Recreation Department to the Covina Park System. However, the Charter Oak Project did

not occur, and \$650,000 was granted to the City. This funding has now been designated for the building of a new center to house senior and recreational programs. In addition, there were other funds provided from both measures, which included the following:

- 1992 Prop A Competitive Grant Graffiti Prevention \$90,820 for Wingate Park (Kahler Russell Park)
- 1992 Prop A Discretionary Grant of \$405,207 for pool and building renovation
- 1996 Prop A grant funds of \$436,000 for replacement of playground equipment
- 1996 Prop A per parcel grant of \$189,000 for renovation of the Teen Center, tennis court lighting and roller hockey bleachers
- 1996 Prop A competitive grant of \$20,000 for murals on the Aquatics Center

The total benefit from these two measures was \$3,841,027.

DISCUSSION:

The goal of the Park Needs Assessment is to engage all communities within the County in a collaborative process to gather data and input for future decision-making on parks and recreation. The Park Needs Assessment will increase the understanding of existing park and recreation assets, and help to determine how to improve, expand, and make them more accessible. It is the goal of the County to place a park and recreation measure on a future ballot in 2016.

The County has provided an opportunity to receive a stipend of \$2,500 to be used for a Service Area Meeting. The “Funding Agreement for Community Engagement Activities Related to the Countywide Parks Needs Assessment” related to this stipend was signed by the City Manager and submitted to the County.

The Parks & Recreation and Library Services Department has tentatively selected Saturday, January 23, 2016 at 10 a.m., in the City Hall Council Chambers for a Community Engagement Meeting. Additional meetings dates will occur and will be determined after staff receives the analysis results and the toolkit.

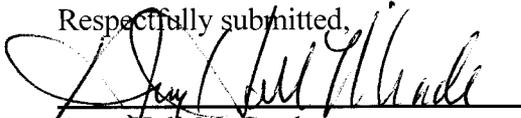
FISCAL IMPACT:

There is no General Fund impact.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

None.

Respectfully submitted,



Amy Hall-McGrade

Parks & Recreation and Library Services Director

City Manager	City Attorney	Finance	City Clerk
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ATTACHMENTS:

Attachment A: Los Angeles County “We all need PARKS for healthy, thriving and engaged LA communities” information packet

we all need



for healthy, thriving and engaged LA communities

WHAT IS THE PARK NEEDS ASSESSMENT?

The County of Los Angeles is conducting a countywide assessment of the need for parks and recreation in both cities and unincorporated areas. The goal of the Park Needs Assessment is to engage all communities within the County in a collaborative process to gather data and input for future decision-making on parks and recreation. The Park Needs Assessment will increase our understanding of existing park and recreation assets, and help us to determine how to improve, expand, and make them more accessible. Specifically, the final report will determine Study Areas and will identify, prioritize and outline costs for potential park projects within each Study Area.

Who will be involved?

- You! All communities within the County, including cities and unincorporated areas.
- A Steering Committee composed of:
 - Supervisorial Districts
 - Councils of Government (COG)
 - Community-Based Organizations
 - Community Members
 - County Departments and Partnering Agencies
- Local agencies and community-based organizations will be trained to hold community engagement events in each Study Area to determine park and recreation needs and priorities.
- A Technical Advisory Committee will provide review of the GIS and mapping methodology.
- A consultant team led by PlaceWorks, with support from DakeLuna Consultants and David Taussig & Associates will facilitate the process and prepare the Park Needs Assessment.

(over)



WHY COMPLETE AN ASSESSMENT?

- The assessment will result in a visionary list of projects and cost estimates, in order of priority, for each Study Area.
- It will identify future opportunities for parks and recreation throughout the County by Study Area.
- The Park Needs Assessment will assist cities and unincorporated areas in future park planning.
- The Park Needs Assessment may be used as a guide for potential development of future funding mechanisms.
- Results could also be used to leverage Federal and State resources, and guide local funding decisions.



LOS ANGELES COUNTYWIDE COMPREHENSIVE
PARK & RECREATION NEEDS ASSESSMENT



we all need

PARKS

for healthy, thriving and engaged LA communities

How will Study Areas be determined?

- The Park Needs Assessment will be organized around Study Areas, which will be used to identify community-specific needs and determine priority projects.
- The Steering Committee, with support from the consultant team, will develop criteria to identify Study Areas.

What standards will be used to determine need?

- The Steering Committee will establish a set of park and recreation standards to compare needs across the entire County.
- This set of standards will be used for the Park Needs Assessment, but is not intended to replace municipal park and recreation standards.

What will be included in the analysis?

- City and County parks including community parks, neighborhood parks, pocket parks and tot lots
- City and County recreational facilities including swimming pools, recreation centers, gyms, and skate parks
- Regional parks
- School recreation facilities with joint use agreements
- Trail corridors along flood control channels
- Separately owned public trail rights-of-way outside of parks

What will not be included in the analysis?

- Golf courses
- Cemeteries
- Plazas and public art installations
- Beaches
- Schools (except recreation facilities with joint use agreements)

When will the assessment occur?

- The Park Needs Assessment will be conducted and completed over 15 months, between March 2015 and May 2016.



LACountyParksNeeds.org



LOS ANGELES COUNTYWIDE COMPREHENSIVE
PARK & RECREATION NEEDS ASSESSMENT

EXAMPLE

7. PARK METRICS

PARK LAND

Is there enough park land for the population?

65 PARK ACRES
WITHIN
STUDY AREA

POPULATION
68,979

0.9 PARK ACRES
PER 1,000

The county average is X park acres per 1,000

PARK ACCESSIBILITY

Is park land located where everyone can access it?

36% population living
WITHIN 1/2 MILE
of a park

The county average is X% of the population living within 1/2 mile of a park

PARK USER DENSITY

What is the population density around each park?

PARK 1
0.23 park acres per 1,000

PARK 2
0.53 acres per 1,000

PARK 3
5.8 acres per 1,000

PARK 4
0.78 acres per 1,000

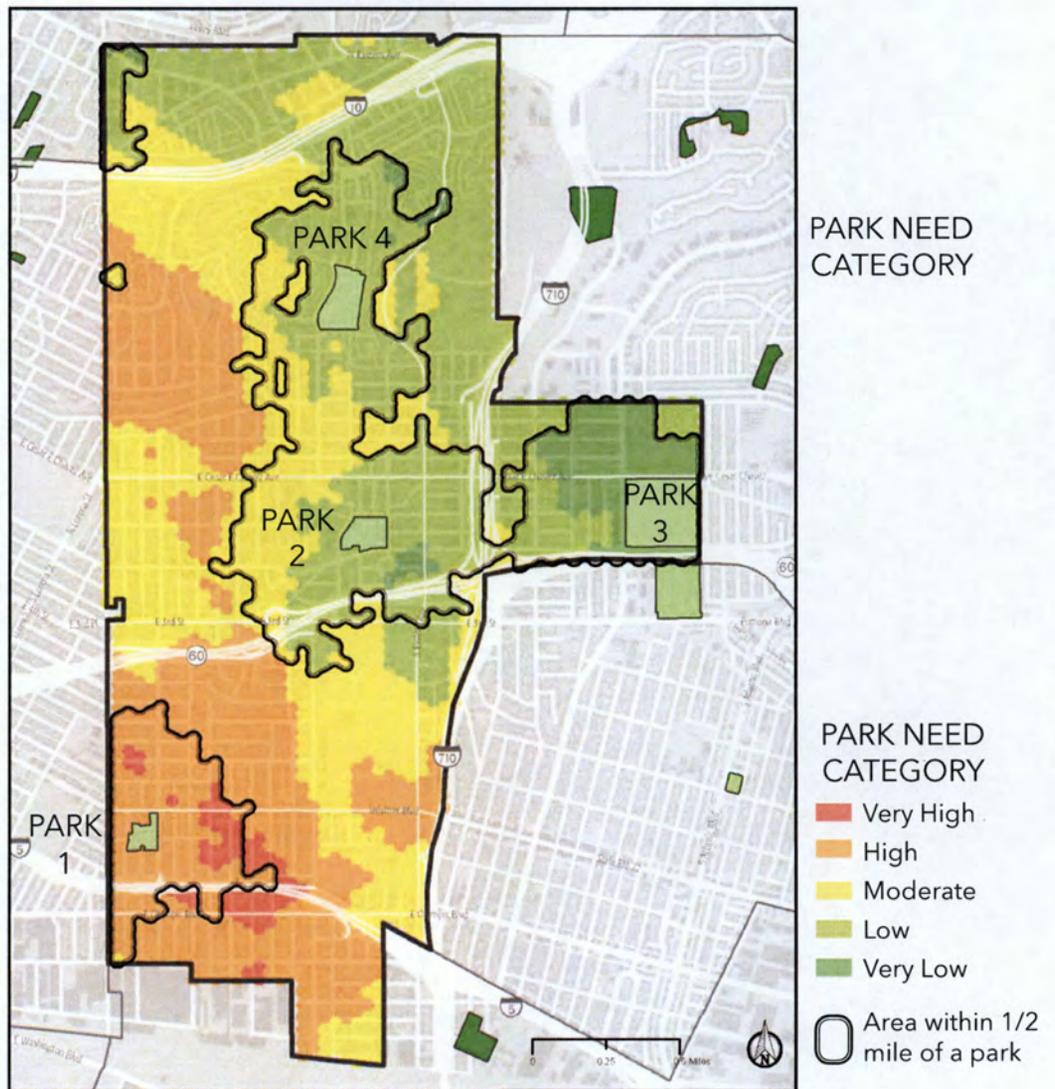
HOW MANY PEOPLE NEED PARKS?

Park Acres + Distance to Park + Population Density
=
Park Need



EXAMPLE

WHERE ARE PARKS MOST NEEDED?





CITY OF COVINA

AGENDA REPORT

ITEM NO. CC 14

MEETING DATE: October 20, 2015

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

PRESENTED BY: **John Michicoff, Interim Finance Director**

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

BACKGROUND:

As part of the City's budget process for the 2015-16 Adopted Budget, the City Manager was authorized to reduce the workforce within established guidelines and procedures. Upon implementation of the adopted budget, there (3) positions in the IT department were eliminated. Recently, an additional two (2) positions have become vacant.

DISCUSSION:

Since July 1, 2015, BreaIT has provided technical administrative services to the City on a trial basis. The services provided include system infrastructure evaluation, critical system analysis, desktop and network support, installation and repair of IT related equipment, website update, system security and reliability updates, as well as other ancillary services and special projects. During this time, the BreaIT staff have proven to be responsive and professional in handling the IT needs of the City. Due to the exemplary services provided by BreaIT, staff is recommending that the City enter into a professional services agreement with BreaIT for a three (3) year period through June 30, 2018. Included in the agreement is a provision to allow for a two (2) year extension. Of equal importance, the agreement will also include a provision that provides for termination of the agreement by either party at any time with a ninety (90) day written notice.

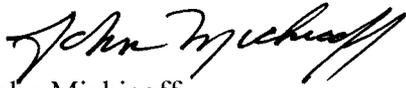
FISCAL IMPACT:

Funding for the administration of the Information Technology "IT" services has been included in the fiscal year 2015-16 Adopted Budget (Acct No. 7200-6200-51005). Salary and benefit savings is approximately \$458,000. This amount does not include other ancillary savings that the City will realize, such as the value of accrued leave time, workers' compensation liability, general liability, the cost of providing training, as well as other pension costs related to future CalPERS liabilities associated with employees.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

None.

Respectfully submitted,



John Michicoff
Interim Finance Director

		 Finance	 City Clerk
City Manager	City Attorney		

ATTACHMENTS:

Attachment A: Information Technology Support Services Agreement

Attachment B: Proposal for Information Technology (IT) Support Services, dated September 15, 2015.

**INFORMATION TECHNOLOGY
SUPPORT SERVICES AGREEMENT**

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this 21st day of October, 2015 by and between the City of Covina, ("City") and BreaIT Solutions, a division of the City of Brea ("Contractor") (The term Contractor includes professionals performing in a consulting capacity).

A. Recitals.

(i) Brea has heretofore established an Information Technology (IT) Division for the purpose of providing IT services, which include support of personal computers (PC), LAN, hardware, software, and general integration ("IT Services"). This Division shall be hereinafter referred to as Contractor.

(ii) Contractor has heretofore obtained all the necessary technical staff and equipment, and is experienced in the provision of IT Services.

(iii) City desires to utilize Contractor as an independent contractor under the management and control of Randy Hornsby Brea's IT Manager, and subject to the terms and conditions set forth in this Agreement for the purpose of providing IT Services to maintain City's IT infrastructure.

B. Agreement.

NOW, THEREFORE, it is hereby mutually agreed by and between Contractor and City that as consideration for the following promises, the parties agree as follows:

1. Term. The term of this Agreement shall be for a three (3) year term ending on June 30, 2018 unless extended or earlier terminated, as provided herein. This Agreement may be renewed by City and Contractor for an additional two (2) year term, subject to all provisions herein.
2. Compensation. As consideration for the use of BreaIT, City shall pay to BreaIT a fee of, \$115.00 per hour for each hour worked by a BreaIT Specialist II and

\$105.00 per hour for each hour worked by a BreaIT Specialist I, which 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 312 hours per month for the following identified services.

The contracted 312 hours represents two (2) FTE specialists (one (1) Specialist II and one (1) Specialist I) visiting the City's site during normal business operating hours. Monday through Thursday from 7:30 am to 5:30 pm with a one hour lunch.

- a) Desktop Support includes setup, maintenance and troubleshooting of all PC's. Network Support consists of server and communication hardware setup, maintenance and troubleshooting, including coordination with third party vendors. Contractor will, in its sole reasonable discretion, determine which personnel shall be assigned to task/service requests.
- b) Specialist work for personal computer issues include hardware and standard software support, as well as simple and routine network maintenance and trouble-shooting. Specialist work is more fully described in the job description attached Proposal hereto as Exhibit A and made a part hereof by reference. Account Manager work is a component of administrating the agreement and scheduling Specialists work. Account Manager work is more fully described in the job description attached Proposal hereto as Exhibit A and made a part hereto by reference.
- c) Telephone support via Contractor's telephone hotline (714-990-7777) is available to City as a condition of this agreement during Contractor's standard hours of operations, which are Monday through Thursday, 7:30 am to 5:30 pm, and alternate Fridays from 8:00 am to 5:00 pm (City Hall is closed on alternate Fridays).

- d) Additional Specialist hours, which may be required during Contractor's standard hours of operation, will be billed at a rate of \$115.00 per hour. Emergency call-out and off-hours work will be billed at \$125.00 per hour with a two hour minimum. Hourly rates are subject to modification annually as may be agreed between the parties in writing.
 - e) City agrees to pay all undisputed invoice amounts within thirty (30) days of the invoice date. City agrees to notify Contractor of any disputed invoice amounts within ten (10) days of the invoice date.
3. Independent Contractor. Contractor is an independent contractor and not an employee of City. Neither City nor any of its employees shall have any control over the conduct of Contractor or any of their employees, except as herein set forth. Contractor expressly warrants not to, at any time or in any manner, represent that they, or any of their officers, employees or agents, are in any manner officers, employees, or agents of City. It is expressly understood that said Contractor is and shall at all times remain as to City wholly an independent contractor, and that Contractor's obligations to City are solely such as are prescribed by this agreement.
4. Indemnity.
- a) All officers, agents, employees, subcontractors, their agents, officers and employees who are hired by or engaged by Contractor in the performance of this Agreement shall be deemed officers, agents and employees and subcontractors of Contractor, and City shall not be liable or responsible to them for anything whatsoever.
 - b) Contractor agrees to defend and hold harmless City and all of its officers and employees from all claims, damages, costs or expenses in law and in equity, including costs of suit and expenses for legal services, that may at any time allegedly received or suffered by reason of any wrongful or negligent act or

omission on the part of Contractor or any of its agents, officers and employees and subcontractors in the performance of this Agreement.

- c) Contractor shall not be deemed to assume any liability for wrongful or negligent acts of City or its officers, agents, employees and subcontractors, and City shall defend and hold Contractor harmless against any such claims.
 - d) Contractor agrees to defend and hold harmless City from all claims, demands, liability fines and penalties made by Contractor's employees from health, retirement or other benefits attributable to services performed pursuant to this Agreement.
 - e) City agrees to indemnify and hold harmless Contractor, the City of Brea, its elected officials, officers, agents, employees and volunteers, as to any and all claims, liability or loss, damage or injury to persons or property, which arise from City's performance of this Agreement.
5. Familiarity with Work. By execution of this agreement, Contractor warrants that:
- a) It has thoroughly investigated and considered the work to be performed.
 - b) It has expertise in the area of information technology.
 - c) It has carefully considered how the work should be performed, and
 - d) It fully understands the difficulties and restrictions attending the performance of the work under this Agreement.
6. Exclusions. Contractor shall not be responsible for providing support for any software that has been obtained illegally, is unlicensed or for which City does not have proper certifications to run on City's IT system.
7. Obligations of City. City shall be responsible for providing the following:
- a) City will provide a networked PC on their site on which Contractor staff can maintain utilities and gain access via modem to necessary support forums.
 - b) City will maintain not less than one set of original media and manuals on site for all software supported by Contractor.

- c) City acknowledges that the use of the PCs, operating systems and software programs are and shall be subject to the City's exclusive management and control and City shall at all times be solely responsible for assuring their proper use City's officers, officials, employees, agents, consultants, guests or any other third parties.

8. Coordination of Work

- a) Selection of Representatives. The following person is hereby designated as the principal and representative of Contractor authorized to act in its behalf with respect to the work specified in this Agreement and to make all decisions in connection therewith:

Name: Randy Hornsby, or his successor Title: IT Account Manager

- b) Contract Representative. The Contract Representative shall be Finance Director, or such other person as designated by the City Manager of the City of Covina. It shall be Contractor's responsibility to assure that the Contract Representative is kept informed of the progress of the performance of the services, and Contractor shall refer any decision that must be made by City to the Contract Representative. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Representative.

9. Insurance. Contractor shall procure and maintain insurance for the duration of this Agreement against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, or employees. All such insurances shall serve as primary to any insurance coverage carried by City.

- a) Minimum Scope of Insurance
Coverage shall be at least as broad as:
 - i. Insurance Services Office Commercial General Liability coverage

- ii. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
 - iii. Workers' compensation insurance as required by the State of California and employer's liability insurance.
 - b) Minimum Limits of Insurance
Consultant shall maintain limits no less than:
 - i. General Liability: \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury and property damage.
 - ii. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
 - iii. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
 - c) Other Requirements
 - i. Contractor shall provide, at City's request, an endorsement establishing that City has been added as an additional insured to the General and Automobile liability insurance policies required under this Agreement. The above policy/policies shall not terminate, nor shall they be canceled, nor the coverage reduced, until after thirty (30) days written notice is given to the City.
 - d) Contractor may satisfy all insurance requirements through self-insurance.
- 10. Governing Law. This Agreement shall be construed and interpreted as to both validity, and performance of the parties, in accordance with the Laws of the State of California. Venue is in Los Angeles County.
- 11. Notices. Any notices required or permitted to be given by the terms of this Agreement, or by any law or statute, may be given by a party by depositing said notice in the U.S. mail, postage prepaid, addressed to the other party at the address of the party's respective City Hall. Service of said notice shall be deemed complete five (5) days after deposit of said notice in the mail.

12. Entire Agreement. This agreement shall constitute the entire agreement between Contractor and City with respect to matters herein, and the same shall be deemed to supersede any and all other oral or written representations or agreements which may have been made by or entered into between Contractor and City.
13. Modifications and Amendments. No modification or amendment to this agreement shall be deemed effective unless the same is in writing and executed by Contractor and City subject to all requirements of law.
14. Execution of Agreement. This agreement may be executed in two (2) counterparts, each of which shall, for all purposes, be deemed an original, and all of which shall constitute one and the same agreement of Contractor and City.
15. Prohibition Against Transfer or Assignment. City shall not assign or attempt to transfer any rights which it might have which arise from this agreement, without the prior written consent of Contractor, any action in furtherance of any transfer or assignment.
16. Termination. This Agreement may be terminated with or without cause by either party at any time by providing the other party with ninety (90) days written notice of termination. In the event of such termination, Contractor shall be compensated for services rendered as of the date of termination.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first set forth above.

CITY OF BREA

By: _____
Bill Gallardo, City Manager

CITY OF COVINA

By: _____
Andrea Miller, City Manager

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Proposal for Information Technology (IT) Support Services

Presented to the City of Covina

September 15, 2015

Prepared by



City of Brea, CA

September 15, 2015

Andrea Miller, City Manager
City of Covina
125 E. College Street
Covina, CA 91723-2199

Dear Andrea:

The following Proposal for Information Technology (IT) Support Services, is contingent upon the City of Covina entering into a (3) three year contractual agreement with (2) renewal with BreaIT Solutions (BreaIT).

BreaIT, a Division of the City of Brea, is pleased to present this Information Technology (IT) Support Services Proposal to the City of Covina.

Over the past 20 years, BreaIT has helped more than 22 agencies meet the ever-changing demands of technology. A sampling of the cities include Dana Point, Irwindale, Lakewood, La Mirada and Stanton, among many others. In conjunction with general technology support, we also work to advance the technology of our clients through specific projects that meet the unique goals of each organization. This experience provides us with the insight and distinct knowledge of how to best meet the technology needs of municipal government, which is why we believe we are the best fit and most qualified to serve your city.

BreaIT strives for a partner relationship with our clients, instilling a philosophy of customer service and technical expertise. Building this partnership with your organization is important to us. We are proud to offer our talented team of professionals for this Proposal who are not only technology experts, but are also familiar with the special considerations of municipal government.

Please note that we have prepared this Proposal based on our understanding of your objectives. Although we are a full-service IT provider, we are able to scale our services to meet your specific needs and our fee schedule can be adjusted accordingly. As you review our Proposal, please feel free to contact me at 714/990-7263 or e-mail randyh@cityofbrea.net if you have any questions or need additional information.

Sincerely,

Randy Hornsby
IT Manager

City of Brea ▪ 1 Civic Center Circle, Brea, California 92821 ▪ BreaIT.com

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EXECUTIVE SUMMARY

BreaIT is pleased to present this Proposal to provide Information Technology (IT) Support Services to the City of Covina (herein known as "the City"). BreaIT is an IT consulting firm providing services to public agency clients. BreaIT is a branch of the City of Brea's IT Division, and enjoys full support from all levels of management. The City of Brea's employer identification number is 95-6000681.

While the scope of work consists of comprehensive services designed to strengthen the cost-effectiveness, quality, and productivity of the City of Covina's IT services, BreaIT has identified specific objectives in regard to this Proposal. These objectives are in addition to the general technological consulting and support services to be provided.

- Provide strategic planning and oversight of the City's IT program.
- Provide high-level project management.
- Provide desktop and network support via Help Desk.
- Provide quotes for procurement of IT related equipment.
- Provide installation, and repair of all IT related equipment.
- Provide reports within specified timeframes.
- Provide quality information services and technological deliverables, including project planning and execution.
- Develop mechanisms for improving the City of Covina's utilization of its current technological resources.
- Improve the overall cost-effectiveness of City-wide operating expenses and capital outlays associated with technological services.

Our experience and roots in government give us detailed familiarity with the unique environment of municipalities. More importantly, our 20+ years of experience allows us to develop and apply innovative and effective techniques for providing IT solutions that are sensitive to budget constraints and political processes of our clients.

BreaIT understands the intricacies of local government agencies. We know the many challenges facing agencies today as budgets shrink and demand for services increases. We have extensive experience working to maximize productivity through technology, while keeping limited budget resources in mind.

The BreaIT philosophy, guiding all areas of our work, stems from our unwavering commitment to excellence in customer service and our goal to exceed your expectations. All of our business practices are developed with this goal in mind.

The primary objective of BreaIT is to meet the ever-changing needs of our clients by providing quality technology services and maximizing productivity while maintaining cost-effective practices. BreaIT is a full-service IT shop; we have experience in all levels of technology support, development of technology plans, hardware and software acquisitions, data migration, and policy development. Our staff of professionals are well qualified, experienced, and committed to maintaining their technology knowledge base through regular training.

CONCEPTUAL PLAN

We will work closely with your city's designated liaison and other designees to help ensure that the City of Covina utilizes technology to the best advantage of the City, and that all additional acquisitions integrate with your strategic plan. We have extensive experience working with other client agencies to design and develop hardware and software requirements for IT projects. BreaIT support is based on a flat hourly rate, regardless of the location/s. All BreaIT Specialists provide a full range of support. Based on the size of the City, BreaIT proposes staffing the City with two on-site IT Specialists (one(1) IT Specialist II and one(1) IT Specialist I) for four days per week, nine hours each day. This conceptual plan for services includes a full range of support from desktop to servers, including network infrastructure (i.e. switches, routers, firewall, etc.). In evaluating your specific needs, and based on our experience with other government clients, we offer this estimate of service and support to the City. Be assured that BreaIT Specialists have the skills, experience, and drive to manage all of these requirements as part of their work for the City. Depending on the complexity of the projects, daily support demands, and other related priorities, additional staffing hours may be required to meet dynamic timelines, which is at the discretion of the City. BreaIT does not subcontract.

As part of the base ongoing support, BreaIT will provide and monitor your comprehensive operational functions such as backups, report distribution, database management, and general system health performance monitoring.

BreaIT and our Account Manager will work with your IT staff in overseeing all maintenance contracts, working directly with vendors to ensure the smooth operation of the City's technology infrastructure.

BreaIT will provide documented Help Desk support for all City of Covina staff. Our Account Manager will review this data regularly, and will discuss with City staff to ensure proper support is in place City-wide.

STATEMENT OF
UNDERSTANDING

We understand that BreaIT will report to senior City staff and work closely with existing IT staff to ensure these objectives are achieved.

While providing all the desired IT services, BreaIT will function as your internal IT staff, providing all the necessary technology support and assistance to your city departments and off-site locations. This includes supporting all your PCs and servers, working with end-users on applications, and providing guidance for future technology strategic planning.

BreaIT will become an integral part of the City of Covina, providing the highest levels of customer care. As part of a local government entity, BreaIT understands the unique needs of your internal customers. Working under tight deadlines and multiple priorities, and within the constraints of the local government arena, is our specialty. We fully understand the Council process and the interaction between city departments, as this is the same field we function in for our internal Brea customers.

Our approach has been to concentrate on developing core technology solutions. As local budgets become tighter and tighter, we understand the importance of making strategic technology purchases and in maximizing the return on these investments. It is important to ensure that any purchases made fall in line with the long-term goals of the organization, and to ensure that the technology infrastructure will be able to support your future needs. With this in mind, we have standardized hardware and software as much as possible, which has allowed us to leverage the support needs to benefit our clients.

We are confident that we can bring this same level of commitment to the City of Covina, and are eager to work with you as you move forward.

PROPOSED KEY
PERSONNEL

Our project team consists of individuals with substantial education, training, and experience in the technology field. Prior to becoming team members, each technician must successfully pass the necessary background checks to become city employees. Team members have a broad range of experience in public and private-sector work. Our team is fully capable of producing the volume and scope of work requested in a cost-effective manner. BreaIT will be responsible for ensuring that completed projects meet all requirements set forth by the City.

BreaIT will provide to the City of Covina IT staff members with a variety of skills and performance levels. The City will also benefit from the full extent of our IT talent pool; we are skilled in all aspects of IT services. Our management staff will be responsible for deploying the appropriate technician based on the skillset required for your organization. Our management staff consists of the following individuals:

IT Manager – Randy Hornsby

Randy has been working in the IT field for over 28 years. He is currently the City of Brea's IT Manager. Prior to his current position, Randy was the Supervisor of Brea's Software Development Team for seven years. Other responsibilities included supervising the City of Brea's GIS Program and Help Desk and overseeing the City's network infrastructure training program. He has also managed numerous network and development projects for the City of Brea, as well as web development projects for other agencies. Randy has always had a very high regard for customer service, and is committed to providing 100% customer satisfaction.

Account Manager – Mike Ryan

Mike has been with BreaIT for approximately 13 years. He is currently the Enterprise Accounts Manager of External Services. Mike has worked as an IT Specialist utilizing his vast array of knowledge and expertise of IT functions and network structure. He is also an experienced software trainer with expertise in the Microsoft Office Suite. Previously, Mike was the Project Manager of Automation Implementation for the U.S. Postal Service. He will handle all management aspects of our services including project management, staff scheduling, and regular communication with city staff.

APPROACH TO INFORMATION TECHNOLOGY SUPPORT SERVICE

A. General

BreaIT will assist in providing technological strategic planning and oversight of the City's Information Technology (IT) program. BreaIT will be deemed to be the City's IT subject matter expert and may provide project management services. Additionally, BreaIT will provide on-site support, coordinated through the help desk, which will include full management of servers, desktops, wide area network design and maintenance, and support of third party software.

B. Strategic Planning and Oversight

BreaIT shall assist the City with strategic oversight and master planning of the City's IT program. BreaIT will provide, but not be limited, to the following:

- 1) Identify trends in use of IT for municipal service delivery. Identify solutions to support City strategic goals and objectives.
 - a. Identify critical integration issues based on current projects and future initiatives.
 - b. Recommend policies, procedures and standards for implementation and use of IT.
 - c. Provide input and review of Requests for Proposals (RFP) related to IT services. Assist with vendor negotiations on IT projects.
 - d. Provide recommendations for additional services to provide enhanced IT services when needed.
 - e. Assist City with yearly budget recommendations, identifying hardware and software needs, and recommending equipment and software upgrades.

C. Project Management

BreaIT shall provide experienced project managers to provide management of projects on an as-needed basis from vendor selection to implementation. Project Management services may include but not be limited to the following:

- 1) Research of appropriate vendors.
- 2) RFP process.
- 3) Selection/recommendations.
- 4) Contract with vendor.
- 5) Oversight of project and implementation.
- 6) Provide consulting for projects as needed
- 7) Provide project management or projects as determined.
- 8) Provide specialized services and support for unique systems as directed.

D. Helpdesk

BreaIT shall provide help desk oversight and support. Support requests by City staff are made through the Kaseya digital centralized management ticketing system, email requests and telephone calls.

Technician response for support requests will be as quickly as is feasible. However, during periods of heavier workloads, prioritization becomes necessary. Issues will be addressed within a reasonable

time frame based upon the urgency of the request. Response time guidelines are as follows:

Priority	Response Time
Urgent	2 Hours
High Priority	4 Hours
Medium Priority	16 Hours
Low Priority	24 Hours

The help desk function encompasses three basic areas: desktop, network and purchasing.

Desktop Support

- 1) BreatIT shall document and track all help desk tickets whether received from ticket tracking system, phone input, email or in person.
- 2) Ensure that a list of software and hardware inventory, license and warranty expirations is kept current.
- 3) Provide ongoing hardware maintenance of the LAN(s) consisting of all computers, servers, printers, and other peripherals. Service may be customized to fit City needs and requirements after full evaluation of the environment and inventory to be performed by BreatIT.
- 4) BreatIT shall also provide system upgrades including but not limited to:
 - a) Operating system upgrades
 - b) Application upgrades
 - c) Hardware upgrades
 - d) Virus protection
 - e) Spam filtering
- 5) Coordinate resolution of software problems with software vendor.
- 6) Provide support for the City's document imaging and scanning systems, GIS applications, and other applications as identified by the City.
- 7) Ensure efficient daily operation of PCs and network.
- 8) Provide support during the City's normal business hours.
- 9) BreatIT shall answer any and all IT related questions.

Network Administration

- 1) Provide regular review and evaluation of the City's network to ensure optimum operations and security.
- 2) Network access including but not limited to:
 - a. New user account creation.
 - b. Disabling or deleting obsolete user accounts.

- c. Assigning security permissions.
 - d. Issuing VPN access.
 - e. Vendor account creation.
- 3) Network printing
 - 4) Email administration
 - 5) Documentation
 - 6) Server maintenance
 - 7) Firewall administration support
 - 8) Internet support
 - 9) Network outages
 - 10) System Backup: BrealT shall provide full backup of all servers. The IT network, including all files on the servers, are backed up on a daily basis. BrealT shall ensure that backup processes are scheduled and performed successfully and that backup media are accessible and files can be successfully restored.
 - 11) Perform an external penetration test for the network annually.

E. Purchasing

BrealT shall be responsible for purchasing, at City's cost and using a City purchase order, all IT related equipment and software unless otherwise advised by the City. All purchases are subject to prior City approval. Purchases, installation, and repairs shall be subject to the following requirements:

- 1) Replacement components shall be of equal or better quality and current or better pricing. Inasmuch as the cost of these products varies dramatically, it is incumbent on the BrealT to provide the best quality at the best possible price.
 - a) Set standards and purchase of hardware and software.
 - b) Provide quotes to City upon request.
- 2) BrealT shall ensure that vendors meet the following requirements:
 - a. Parts and Labor: Charges for parts and labor services offered by BrealT to be billed in accordance with specifications
 - b. Repairs: Whenever possible, repair work is to be performed on-site, at City facilities where the equipment in need of repair is located. In the event that the equipment is removed from City facilities, loaner equipment will be provided at no charge for use during the repair cycle. If practicable, on-line servicing may be substituted where cost/time effective.
 - c. Manufacturer Warranties: All appropriate, applicable and valid manufacturer warranties are to be honored.
 - d. Labor Warranties: BrealT will warranty all labor for services performed and all parts supplied and

replaced by BreaIT personnel as part of the agreement, for a period of ninety (90) days. Manufacturer warranties for replacement of parts are honored in accordance with the agreement.

- 3) Equipment certification/Identification: Identify each piece of equipment by serial number per department at onset of agreement. If equipment change outs or new equipment is added, provide serial numbers of new equipment at change-out.
- 4) City shall be invoiced by BreaIT after City's acceptance of the product.
- 5) Acceptance by the City shall be by written or oral notice after completion of any or all of the following:
 - a) There exists no defect in hardware or software that would render the product useless or prevent the City's use of the product in a live operational mode.
 - b) City shall notify BreaIT of any defect within 30 days of receipt of product and BreaIT shall cure such defect.
 - c) BreaIT shall cure any product defect within 30 days of notification either by replacement or repair of the product

IMPLEMENTATION METHODOLOGIES AND WORK PLAN

If selected to provide IT services to the City of Covina, your Account Manager and on-site IT Specialist will work with your IT staff to ensure seamless integration. When implementing new processes, BreaIT is dedicated to ensuring clients have a smooth introduction to our services. Listed below are some suggested implementation phases that have been used by clients in the past as services are introduced. These are strictly suggestions, and can vary depending on your organization's needs and current network status.

Implementation will begin with dialogue between Covina management and the BreaIT transition team. BreaIT will work closely with your IT staff to assess your IT structure and address any issues you are currently experiencing.

- Your requirements for transition will be compiled and prioritized
- Services and coverage hours will be finalized
- Personnel will be introduced to your staff and facilities
- Identify common issues with users and/or segments of the network structure
- Issues identified will be addressed and discussed with the BreaIT team and your IT staff to determine possible solutions

Suggested staffing and services to be performed on an on-going basis for the duration of the contract:

- One Account Manager – Responsible for personnel scheduling and attends regular meetings with the City of Covina liaison/s. Although working off-site, the Account Manager is always available for additional on-site visits.
- One IT Specialist II – On-site four days per week. Additional on-site hours are available as needed.
- One IT Specialist I – On-site four days per week. Additional on-site hours are available as needed.
- Unscheduled support or after hours and emergency services are available for an additional fee.

Again, this is purely a suggestion. Hours worked will be assigned and adjusted based on the City of Covina's actual service needs.

Account Manager Duties

Your experienced IT Account Manager will provide dedicated exceptional customer service to the City. The Account Manager, working primarily off-site, will be responsible for coordinating all IT operations with the City of Covina's liaison, based on your specific needs and objectives.

He will act as your IT representative between the City and outside vendors to procure pricing; ensure material and equipment purchases are suitable to the needs of system users; and will successfully advance the long-range goals of the City. Regular meetings will occur between the Account Manager and the City of Covina's management to review IT operations and discuss future plans. Additionally, The Account Manager can be contacted at any time to ensure your complete satisfaction. The Account Manager will oversee all projects and maintain all personnel and work schedules.

Specialist Duties

Your primary IT Specialist is responsible for your overall system support ensuring efficient daily operation of your PCs and network. The Specialist serves as a technology advisor for your organization, and will work with your IT staff to provide you with exceptional customer care. Together, these individuals will provide a solid foundation for your IT department.

As a BreaIT contract city, the City will benefit from the experience of a 25-person, full-service IT division offering a wide-range of experience. Rest assured that regardless of how your needs change and goals expand; BreaIT has the capability to effectively respond.

Specialist duties include:

- Assisting your IT staff with general hardware and software maintenance
- Assisting your IT staff with securing and monitoring the network
- Assisting your IT staff with the maintenance of server hardware and software
- Assisting your IT staff with operating your Help Desk and completing associated resolution documentation
- Assisting your IT staff with in providing quick resolutions of user issues
- Communicating with Account Manager about concerns or issues developing at the City

Additional Services

BreaIT offers a wide range of special projects and services available for a very reasonable per project cost. The Account Manager is your resource for analyzing additional needs, making recommendations, and developing a customized service Proposal to fit your budget.

BACKGROUND AND CAPACITY

BreaIT is a program within the IT Division of the City of Brea. The Division was established in 1987, and is currently comprised of five programs: Administration, End-User Support, System Support/Projects, Public Safety Services and *BreaIT* External Support. *BreaIT* is able to draw on the resources of all programs to meet client needs and receives the full support and resources of the City of Brea. *BreaIT* is located at the City of Brea, 1 Civic Center Circle, Brea, CA 92821.

BreaIT has been providing IT services to local municipalities since 1993. Our internal service commitments grew as we applied our approach of combining high quality support with high tech services. As we were able to meet the challenges of our internal customers, we were able to successfully replicate this approach to our external customers.

The City of Brea provides an excellent portfolio of responsive municipal services. Brea operates as a full-service city, providing a full range of services including police and fire protection, water and sanitation services, construction and maintenance of streets and infrastructure, and recreational and cultural services. Besides serving its own residential and business customers, Brea has a tradition of entrepreneurial ventures providing service to numerous other public agencies such as police, recreation, IT, street maintenance, printing, and communications & marketing services.

The City of Brea operates under a Council-Manager form of government and is governed by a five-member City Council elected at large, serving staggered four-year terms. Council elections are held in November in even-numbered years in conjunction with statewide general elections.

Because of our comprehensive government agency experience and our commitment to excellence in customer service, we feel that we are uniquely qualified to provide IT services to the City of Covina. We are confident that we will be an effective technology partner working together to meet your current needs and future goals.

BreaIT currently performs IT services for 16 agencies, all with different priorities, procedures, and organizational policies, however, many with similar IT infrastructures to that of the City of Covina. The services provided at these agencies vary from remote support to full-time, on-site support. Our Account Manager and Specialists are skilled at developing a customized business approach that is not only responsive to these differences, but reinforces each agency's distinct qualities. BreaIT has many years of experience working successfully at all levels of a government organization, including senior management and elected officials. We understand the challenges facing local government including budget difficulties, increasing demands for service, and political realities. We are trained in customer service, and have a strong commitment to lifelong learning. We pride ourselves in our professionalism, responsiveness, attention to detail, and dedication to achieving your goals.

Specifics based on this philosophy include:

- All Specialists assigned to your city will be integrated into the City of Covina culture, follow your organization's policy, be accountable to your representatives, and responsible for your complete satisfaction.
- BreaIT will work with the City of Covina's management to develop short and long-term goals. Organizational procedures including interdepartmental relationships and "chain of command" practices will be noted and incorporated according to your needs and preferences.
- BreaIT will base the development and implementation of your IT operations on your city and technology goals. All service requests will be handled in light of those goals, and the technology plan will be developed specifically for your city.
- Requests will be acted upon in a timely and professional manner and in accordance with customer service training. If a matter deemed high priority should take precedence over

more routine requests, that priority will be evaluated against certain criteria (i.e. emergency, special project, change in IT plan, etc.). Appropriate action will be taken and communicated to all parties.

- Network security is and *must* be a top priority. BreaIT staff will keep this priority in mind when handling any request. As a matter of policy, BreaIT will notify the designated City of Covina liaison of any request that is deemed detrimental to the network or adverse to the policies and procedures of the City.

EXPERIENCE
AND
EXPERTISE

A key element of our services is developed from within. Our experience in all areas of technology has grown from our internal support for the City of Brea. As we are able to master a new component, we are also able to provide that same level of service to our client agencies. In addition to the basic support services required to maintain your PC network, we have extensive experience in the following areas:

- **Kaseya** – Allows 24/7 server monitoring capabilities. BreaIT is alerted of (possible) problems when or before they occur. This application allows BreaIT staff remote access to user's computers for troubleshooting and resolving problems. It also provides online service call submitting and tracking functionality, and provides clients enhanced reporting options.
- **Financial Systems** – Currently provides the City of Brea and client agencies with various financial systems support and custom reporting. BreaIT has experience in working with a variety of financial systems including Pentamation/ FinancePLUS, Springbook, and Munis.
- **Wireless Solutions** – Provide analysis and evaluation of wireless applications.
- **Project Management** – As part of our skill set, we have highly experienced staff who has managed numerous technology projects for the City of Brea and our client agencies. Our staff has fulfilled a variety of projects including a system upgrade to a full relocation of network operations.
- **Help Desk** – Provides support services for the City of Brea and all client agencies.
- **Internet** – Provides web services and support for the City of Brea and numerous client agencies. Site development and hosting services can be provided as well.

- **Intranet** – Developed, integrated, and implemented full intranet services for the City of Brea. Numerous applications have a direct tie-in to our financial system.
- **Integration Services** – BreaIT has developed a close working relationship with numerous technology vendors to ensure the ability to smoothly bring the users, and the desired applications and hardware together.
- **Document Imaging** – Currently provides the City of Brea with implementation and integration services. Experienced with Laserfiche and Liberty Systems support for several client agencies.
- **Network Optimization and Security Monitoring** – An integral piece of our operation is to regularly review and evaluate our client agencies' networks to ensure optimum operations and security.
- **System Design and Implementation** (including LAN & WAN) – This includes everything from simple in-house networking to connecting off-site facilities and wireless networking.
- **Virtualization** – BreaIT has implemented virtual solutions for several clients including internally at Brea, and has experience with VMware, Hyper-V and VDI technologies.

REFERENCES

Listed below are current clients. Six of the 13 named clients were acquired within the last five years. No failures or refusals to complete a contract have occurred, nor does BreaIT have financial interests in any other lines of business. Additional references are available upon request.

BREA

In addition to the client reference list supplied below, BreaIT also supports the IT Division in our own city. Presented here is a description of the network structure and services supported at the City of Brea.

City of Brea Network Structure:

- 43 Dell/HP servers running Windows 2008
- 327 HPPCs running Windows XP OS with Office 2007
- 40 HP laser & inkjet printers
- Laptop, tablet PC and mobile support

City of Brea Internal Services Include:

- Network & PC administration and support

- Pentamation/FinancePLUS Support
- Firewall security & DR
- Complete support of Fire/Police IT services including CAD/RMS
- Mobile data and 800 MHz radio support
- 911 dispatch support

CURRENT
CLIENTS

REFERENCE NO. 1

Customer Name: City of Temple City

Contact Individual: Tracey Hause **Phone No:** 626/285-2171

Address: 9701 Las Tunas Drive, Temple City, CA 91780

Year: 2001 – Present **Support Hours:** 1 day/week

Description of Hardware Installed:

- 5 Dell servers running Windows 2003/2008 (plus 6 virtual servers)
- 65 Dell PCs running Windows 7 or XP or Vista or Apple /OS with Office 2007, 2010, 2013
- 12 HP Laser & Inkjet Printers
- Laptop, tablet PC and mobile support

Services BreaIT Provides Includes:

- Network administration, firewall security, and DR
- PC hardware and software installation, upgrades, and troubleshooting
- Vendor interface for procurement of hardware and software
- Pentamation Financial System
- 24/7 emergency support

REFERENCE NO. 2

Customer Name: City of La Mirada

Contact Individual: Anne Haraksin **Phone No:** 562/943-0131

Address: 13700 La Mirada Boulevard, La Mirada CA 90638

Year: 2002 – Present **Support Hours:** 4 days/week

Description of Hardware Installed:

- 10 Dell Servers + 4 Virtual Servers running Windows 2003 or 2008 (Standard and R2)
- 120+ Dell running either Windows XP w/Office 2007 or Windows 7-64 running Office 2010
- 6 Macs running OSX & Office for Mac 2011

- 60+ printers consisting of HP, Canon & Brother – Laser & Inkjet
- 2 HP Plotters
- 3 Notebooks
- 9 iPads

Services BreaIT Provides Includes:

- Network administration, firewall security, and DR
- PC hardware and software installation, upgrades, and troubleshooting
- Vendor interface for procurement of hardware and software
- MUNIS Finance System support
- CLASS Recreation Software support
- Laserfiche Document Imaging System support
- 24/7 emergency support

REFERENCE NO. 3

Customer Name: City of Irwindale

Contact Individual: Theresa Olivares **Phone No:** 626/430-2294

Address: 5050 Irwindale Avenue, Irwindale, CA 91706

Year: 2007 – Present

Support Hours: 1 FTE

Description of Hardware Installed:

- 18 (10 City Hall, 8 PD) HP Servers running Windows 2003/2008
- 114 HP PCs w/Office 2007 & 2010 (Windows XP & Windows 7)
- 25 HP Laptops with Office 2007 & 2010
- 33 HP Printers – 30 laser & 3 inkjets
- 1 4RE Watch Guard Server (Windows 2008)
- 1 Puma Recorder Server (Windows Server 2003)
- 1 Capture Audiolog Server
- 3 Konica Minolta Printer/Copier/Scanner
- 1 Xerox Printer/Copier/Scanner

Services BreaIT Provides Includes:

- Springbrook Financial System support
- Network administration, firewall security, and DR
- PC hardware and software installation, upgrades, and troubleshooting
- Vendor interface for procurement of hardware and software
- Sire Document Imaging System support
- PD support
- 24/7 emergency support

REFERENCE NO. 4

Customer Name: City of Lakewood

Contact Individual: Diane Perkin

Phone No: 562/866-9771

Address: 5050 Clark Avenue, Lakewood, CA 90712

Year: 2008 – Present

Support Hours: 2 FTEs

Description of Hardware Installed:

- 20 Dell Servers running Server 2003 up to Server 2008 R2
- 250 Dell PCs and Laptops running Windows XP or 7, Office 2007
- 5 Macs and Macbooks running OS X
- 60 printers, copiers and plotters of various manufacturers

Services BreaIT Provides Includes:

- Network administration, firewall security, and DR
- PC hardware and software installation, upgrades, and troubleshooting
- Vendor interface for procurement of hardware and software
- MUNIS Finance System support
- Laserfiche Document Imaging
- 24/7 emergency support

REFERENCE NO. 5

Customer Name: City of Signal Hill

Contact Individual: Terri Marsh

Phone No: 562/989-7306

Address: 2175 Cherry Avenue, Signal Hill, CA 90755

Year: 2013 – Present

Support Hours: 2 days/week

Description of Hardware Installed:

- 14 Dell Servers running Windows 2003/2008
- 66 Dell PCs running Windows 7 or XP /OS with Office 2007
- HP Laser & Inkjet Printers
- Laptop, tablet PC, and mobile support

Services BreaIT Provides Includes:

- Network administration, firewall security, and DR
- PC hardware and software installation, upgrades, and troubleshooting
- Vendor interface for procurement of hardware and software
- 24/7 emergency support

INSURANCE

The City of Brea is self-insured for its major risk programs. The City carries excess liability coverage, property insurance, excess Workers' Compensation, and employment practices liability insurance through California Insurance Pool Authority (CIPA).

Rest assured, BreaIT will meet the City's insurance provisions. More information will be made available upon award of a contract.

OTHER

ARRANGEMENTS WITH HARDWARE AND SOFTWARE COMPANIES

BreaIT has established informal relationships with many hardware and software companies and vendors solely for the purpose of providing our clients with a variety of sources to meet their technology needs. Under no circumstances has BreaIT established arrangements with a technology provider where there is an economic incentive for BreaIT to recommend or encourage from a specific vendor.

BreaIT has established formal relationships on behalf of several client cities for special software and telecommunications purchasing programs. BreaIT strongly encourages clients to participate in government pricing programs like C-MAS and Microsoft Select Agreements to ensure the most cost-effective procurement of their technology investment.

DATA RIGHTS AND SOFTWARE LICENSING

BreaIT seeks to do what is best for their clients. For software previously developed by the City of Covina staff, or by a third-party vendor, BreaIT will support this in any way possible, and will not assume any ownership rights to the software even with minor software modifications.

As for software developed for the City of Covina by BreaIT, there are two options available. If the software is unique to the City of Covina, and the City of Covina pays the full cost of development, all rights to the software would remain with the City of Covina. Often times, software that is developed for one agency has practical application for our other agencies, therefore BreaIT would develop and provide this software at a reduced rate for the use of the City of Covina, however BreaIT would retain ownership.

All data residing or collected from the City of Covina would remain the sole property of the City of Covina. Since we provide all IT services to our own City, we are very much in tune with the needs for confidentiality and security with all systems and data.

OWNERSHIP OF
HARDWARE AND
OTHER ASSETS

BreaIT does not retain ownership of any hardware or software purchased for use within the City of Covina. BreaIT will work with the City of Covina staff to inventory all existing hardware and software to facilitate tracking the assets for maintenance and replacement.

On some occasions, it may be beneficial for BreaIT staff to purchase hardware for the City of Covina directly or through Brea's Purchasing Division. In such a scenario, BreaIT will bill the City of Covina for the items' actual cost with no claim to the City of Covina's asset if the invoice is paid in full.

ACCOUNTABILITY
AND WARRANTIES

The Account Manager will be directly accountable for the performance of BreaIT staff in completing projects to the satisfaction of the City of Covina. Prior to the start of a project, the Account Manager will meet with City staff to discuss requirements, timelines, and project goals. Measurements of project progress will be determined by the timeline established. BreaIT stands behind our services and our goal of complete customer satisfaction.

BreaIT will work with the City of Covina to ensure that all manufacturers' warranties are properly in place, and to properly administer all technology based maintenance agreements. Through a complete review of all Help Desk calls, we will ensure that proper service is put in place throughout the City.

If at any time the City of Covina chooses to terminate services with BreaIT, a 90-day written notice is required.

FEE SCHEDULE

Listed below are the base rates for BreaIT support services.

1. Desktop, network & remote support	\$115/hour (IT Specialist II) \$105/hour (IT Specialist I)
2. *Annual contract not-to-exceed fee (based on 72 hours/week)	\$411,840
3. Additional fees: **Emergency Services - Two-hour minimum - Includes non-scheduled, weekend, or holiday support.	\$125/hour

As stated, BreaIT support is based on a flat hourly rate. The hourly rates include desktop, network and remote support as stated within this proposal and two on-site IT Specialists (one(1) IT Specialist II and one(1) IT Specialist I) four days per week, for nine hours each day. The rate is the same regardless of location. The rate also includes the Account Manager's time. Desktop support includes setup, maintenance, and troubleshooting for all PCs.

Network support consists of server and communications hardware setup, maintenance, and troubleshooting.

The payment schedule will be monthly, and invoices will include the requested detail via reports.

* Fees are reviewed and negotiated annually.

** BreaIT will respond to "after hour" remote and emergency services utilizing Kaseya and/or live, on-site support.



CITY OF COVINA AGENDA REPORT

ITEM NO. CC 15

MEETING DATE: October 20, 2015

TITLE: Professional Services Agreement with Arroyo Background Investigations.

PRESENTED BY: Kim J. Raney, Chief of Police

RECOMMENDATION: Review and approve the Professional Services Agreement between the City of Covina and Arroyo Background Investigations; and, authorize the City Manager to execute the agreement.

BACKGROUND:

The Police Department requires that a thorough background investigation be completed on every candidate being considered for employment at the Police Department. The Department currently has two background investigators that are used; one is a retired Covina Police Sergeant and the other is an outside vendor. Background investigations can take up to two months to complete and our outside vendor has notified us that he may be retiring soon.

DISCUSSION:

Due to the number of current vacancies, attrition and the amount of time it takes to complete a background investigation, steps were taken to find additional companies to provide this service. Police Department staff researched other vendors and Arroyo Background Investigations was recommended by several agencies. Arroyo Background Investigations has completed two background investigations for the Police Department. The quality of the investigations meets the standards that the Department requires.

FISCAL IMPACT:

The Police Department Fiscal Year 2015-2016 budget includes funding for employment background investigations under account number 1010-1000-51990. No additional funding is required at this time. The average cost of a background investigation is between \$700 - \$1200 depending upon the position. The Department currently has five vacant positions.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

None.

Respectfully submitted,



Kim J. Raney, Chief of Police

City Manager	City Attorney	Finance	City Clerk

ATTACHMENTS:

Attachment A: Professional Services Agreement between Arroyo Background Investigations and the City of Covina

**CITY OF COVINA
PROFESSIONAL SERVICES AGREEMENT**

1. PARTIES AND DATE.

This Agreement is made and entered into this 20th day of October , 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 Arroyo Background Investigations, 19510 Van Buren Blvd., Suite F3-192, Riverside, CA 92508 (“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 BACKGROUND INVESTIGATION SERVICES to public clients, is licensed in the State of California, and is familiar with the plans of City.

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 BACKGROUND INVESTIGATION SERVICES for the Police Department including police defense services and labor relation issues, including but not limited to those classifications that are covered under the provisions of Government Code 3300, et seq, the Public Safety Officer Procedural Bill of Rights Act. All Services shall be subject to, and performed in accordance with, this Agreement, and all applicable local, state and federal laws, rules, and regulations.

3.1.2 Term. The term of this Agreement shall begin October 20, 2015 through June 30, 2019, WITH THE OPTION OF TWO ONE (1) YEAR EXTENSIONS, unless terminated earlier as provided herein.

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. 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: ERIC ARROYO OR HIS DESIGNEE

3.2.5 City's Representative. The City hereby designates KIM J. RANEY, CHIEF OF POLICE, 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 ERIC ARROYO 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 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; 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.

3.2.9.3 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.

3.2.9.4 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 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 minimum per occurrence for bodily injury, personal injury and property damage and \$2,000,000 aggregate. 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* – not applicable for this agreement; 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 minimum 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. 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 Services, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$1,000,000 per claim, and shall be endorsed to include contractual liability.

3.2.10.4 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 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. Not applicable for this agreement.

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.

3.2.10.5 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.

3.2.10.6 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.

3.2.10.7 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.

3.2.10.8 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.

3.2.10.9 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.

3.2.10.10 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.

3.2.10.11 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.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement. Compensation shall be at the hourly rates set forth in Exhibit A attached hereto. Rates are subject to review annually effective July 1, and can be amended by mutual consent of the parties. Consultant compensation shall not exceed \$20,000 in any fiscal year during the term of this Agreement. 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.

3.4 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. Not applicable for this agreement.

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:

Attn: Eric Arroyo
Arroyo Background Investigations
19510 Van Buren Blvd., Suite F3-192
Riverside, CA 92508

City:

City of Covina
125 E. College St.
Covina, CA 91723
Attn: Kim J. Raney, Chief of Police

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. Consultant shall hold harmless, indemnify and defend the City and its officers, employees, servants, agents, successors and assigns from and against any and all claims, demands, judgments, awards, liability, loss, cost or expense, including attorneys fees, or any damage whatsoever, including but not limited to death or injury to any person and damage to any property, resulting from the misconduct, negligent acts, errors or omissions of the Consultant or any of its officers, employees or agents in the performance of this Contract, except such damage as is caused by the sole negligence of the City or any of its officers, employees, servants, agents, successors or assigns.

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. The 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.

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF COVINA
AND LIEBERT CASSIDY WHITMORE ARROYO BACKGROUND INVESTIGATIONS**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the 20th day of October, 2015.

CITY OF COVINA

By: _____
Andrea M. Miller
City Manager

Attest: _____
Sharon Clark
Chief Deputy City Clerk

LIEBERT CASSIDY WHITMORE

By: _____

Eric Arroyo

Owner

Exhibit A
Schedule of Rates

Background Investigations	\$900
Background Investigations (less than 12 hours)	\$ 55/hour

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CITY OF COVINA

AGENDA REPORT

ITEM NO. CC 16

MEETING DATE: October 20, 2015

TITLE: Professional Services Agreement Amendment No. 2 with Alliant Consulting, Inc. for Cougar Park Project M-1204.

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

RECOMMENDATION: Approve the Professional Services Agreement Amendment No. 2 with Alliant Consulting, Inc. for Cougar Park Project M-1204 increasing the agreement cost from \$19,410 to \$30,032 and extending the term of the agreement to December 31, 2015.

BACKGROUND:

The California State Parks' Office of Grants and Local Services awarded the City of Covina and Covina Parks & Recreation Department \$2,125,750 in funding for the Cougar Park Project M-1204 pursuant to Proposition 84 (Public Resources Code §§75001 *et seq.*). All Proposition 84 Grantees must provide a Labor Compliance Program Certification Form to the State Office of Grants and Local Services before requesting a grant payment for construction costs. Public Resources Code §75075 requires that "the body awarding any contract for a public works project financed in any part from funds made available pursuant to this division shall adopt and enforce, or contract with a third party to enforce, a labor compliance program pursuant to subdivision (b) of Labor Code Section 1771.5 for application to that public works project."

The purpose of the Labor Compliance Program is to ensure that the construction contracts comply with prevailing wage laws and that payroll records follow generally accepted accounting practices.

The City entered into a contract with Alliant Consulting, Inc. in the amount of \$19,410 for the following services:

- Prepare a Labor Compliance Program
- Review bid ad, bid documents and general conditions
- Attend pre-bid meeting
- Attend pre-construction meeting
- Review construction payrolls
- Prepare annual reporting
- Complete site interviews

The contract period was May 20, 2013 to July 30, 2015. The contract had exceeded the initial contract amount due to project time extensions and issues with the contractor not providing required payroll documentation in a timely manner. The original contract amount was \$19,410. As of September 17, 2015, \$26,777 has been paid to Alliant Consulting, Inc. The final contract amount could not be determined in June 2015 as it was dependent on the Contractor providing the necessary documentation to fulfill the Labor Compliance requirements.

DISCUSSION:

On June 2, 2015, the City Council approved Contract Amendment No.1 to increase the amount of the agreement of \$19,410 to \$23,761. At that time, the construction was not completed. Additional time to receive, review and approve payroll records was required. The final set of payroll records was submitted to Alliant by GMZ Engineering, Inc. on October 7, 2015. Amendment No. 2 is necessary to meet the grant obligations and process final payments to Alliant Consulting for their services. The final estimated fees to Alliant are \$30,032.

The original term of the contract with Alliant Consulting, Inc. was May 20, 2013 to July 30, 2015. To ensure that all final reporting has been completed, staff is requesting the term of the agreement to be amended to December 31, 2015.

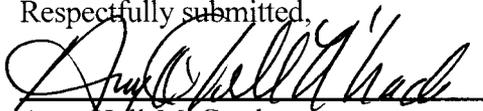
FISCAL IMPACT:

There is no General Fund impact. Sufficient funding for the contract amendment is available in the project account 460003400 55200. Funding for the Cougar Park Project comes from \$2,125,750 in Proposition 84 grant funds and \$360,000 in Bond Proceeds of the former Covina Redevelopment Agency.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

None.

Respectfully submitted,



Amy Hall-McGrade
Parks & Recreation and Library Services Director

City Manager	City Attorney	Finance	City Clerk

ATTACHMENTS:

- Attachment A: Agreement Amendment
- Attachment B: Original Contract

**SECOND AMENDMENT TO AGREEMENT BETWEEN THE
CITY OF COVINA AND ALLIANT CONSULTING, INC.**

THIS SECOND AMENDMENT is made and entered into as of October 20, 2015, by and between the City of Covina, a municipal corporation (hereinafter referred to as "City"), and Alliant Consulting, Inc., a Corporation (hereinafter referred to as "Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. This **SECOND AMENDMENT** is made with the respect to the following facts and purposes:

A. On May 20, 2013, the City and Consultant entered into that certain Professional Services Agreement in the amount of Nineteen Thousand Four Hundred and Ten Dollars (\$19,410) ("Agreement").

B. On June 2, 2015, the City and Consultant entered into a Contract Amendment to the Agreement to increase the compensation amount by Four Thousand Three Hundred and Fifty-One Dollars (\$4,351).

C. The parties now desire to extend the term of the Agreement from July 30, 2015 to December 31, 2015 and increase the compensation amount by Six Thousand Two Hundred and Seventy-One Dollars (\$6,271) for a new total compensation amount of Thirty Thousand Thirty-Two Dollars (\$30,032) for additional work and services to complete review of payroll records, which may include investigative work and to process final project report to the State.

2. Section 3.1.2 of the Agreement entitled "Term" is hereby amended to read as follows:

"3.1.2 Term. The term of this Agreement shall be from February 5, 2013 to December 31, 2015, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of the Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of the Agreement if necessary to complete the Services. The City Council hereby authorizes the City Manager to execute an amendment to this Agreement for the sole purpose of extending the term of this Agreement on behalf of the City so long as said amendment does not extend the term of the Agreement beyond March 31, 2016."

3. Section 3.3.1 of the Agreement entitled "Compensation" is hereby amended to read as follows:

"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 "A" attached hereto and incorporated herein by reference. The total compensation shall not exceed Thirty Thousand Thirty-Two Dollars (\$30,032) without written approval of the City Council. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement."

4. 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 WHEREOF, the parties hereto have caused this SECOND AMENDMENT to be executed the day and year first above written.

ALLIANT CONSULTING, INC.

CITY OF COVINA

Signature

John C. King, Mayor

Title

Signature

Title

Approved as to Form:

ATTEST:

Candice K. Lee, City Attorney

Sharon Clark
Senior Deputy City Clerk

**CITY OF COVINA
PROFESSIONAL SERVICES AGREEMENT**

1. PARTIES AND DATE.

This Agreement is made and entered into this 20th day of May, 2013 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 Alliant Consulting, Inc., a Corporation with its principal place of business at 555 Cajon Street, Suite A Redlands, California 92373 ("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 Labor Compliance Monitoring 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 Cougar Park 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 Labor Compliance Monitoring and creation of the City's LCP (Labor Compliance Program) 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 May 20, 2013 to July 30, 2015, 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 "A" 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: Christa Schott, President of Alliant Consulting, Inc. and Vickie Westfall, Vice President.

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 Christa Schott, President, Alliant Consulting, Inc., 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" 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.

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 Work 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. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

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.

(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.

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 \$2,000,000 per claim, and shall be endorsed to include contractual liability.

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) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Work or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work; 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.

(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.

(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 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.

3.2.11.5 Separation of Insureds; No Special Limitations. 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.

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 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.

3.2.11.8 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.

3.2.11.9 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.

3.2.12 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.

3.3 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 "A" attached hereto and incorporated herein by reference. The total compensation shall not exceed Nineteen thousand four hundred and ten dollars (\$19,410) without written approval of the City Manager, or his or her designee. 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.

3.4 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:

Alliant Consultant, Inc.
Attn: Christa Schott, President
555 Cajon Street
Suite A
Redlands, CA 92373

City:

City of Covina
125 E. College St.
Covina, CA 91723
Attn: Amy Hall-McGrade
Parks & Recreation and Library Services Director

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 3.5.6.1 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, hypothecates 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.

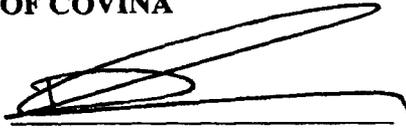
[SIGNATURES ON NEXT PAGE]

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF COVINA
AND ALLIANT CONSULTING, INC.**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the 20th day of May, 2013.

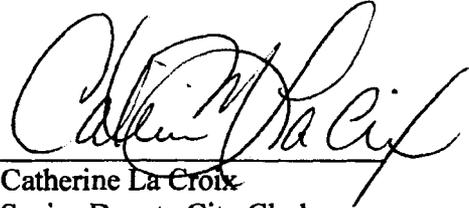
CITY OF COVINA

By:



Daryl Parrish, City Manager

Attest:



Catherine La Croix
Senior Deputy City Clerk

ALLIANT CONSULTING, INC.
a Corporation

By:



Signature

Christa J. Sanott
Name (Print)

President
Title (Print)



**Fee Schedule and Proposed Not to Exceed Amount
City of Covina Cougar Park Project**

Alliant Consulting proposes to provide full Labor Compliance Monitoring and Enforcement services pursuant to requirements of the Prop. 84 bond measure. Our hourly rates are inclusive of all time, materials, phone calls, equipment and data for providing such services. Our site interview rate is inclusive of all mileage, fuel, insurance and drive time to conduct weekly site interviews throughout the duration of the project. The interview rate is also inclusive of all site interview summaries.

Alliant Consulting proposes to be compensated for services provided pursuant to the rates below:

Prepare Labor Compliance Program (flat rate) = \$500
Review Bid Ad, Bid Docs and General Conditions (flat rate) = \$250
Pre-Bid Meeting (flat rate) = \$150
Pre-Construction Meeting (flat rate) = \$300
Payroll Review, \$52/hr, estimated 8 hours per week for 35 weeks duration = \$14,560
Annual Reporting (flat rate) = \$500
Weekly site interviews, \$90 per week for 35 weeks = \$3,150

ESTIMATED NOT TO EXCEED TOTAL: \$ 19,410

*This fee schedule and not to exceed proposal is good for one year, and is good for this project only. It is based on an estimated construction cost of \$2,000,000, the scope provided by the City of Covina and a time duration of 9 months. For extension of services due to project delays, change orders or additional services past grant requirements, Alliant Consulting will honor the same hourly amount but the Not to Exceed amount will be changed to reflect the changes in Scope of Work.

Alliant Consulting's monitoring cost will cover full review of certified payroll, on-going communication to affected parties for resolution of any issues, issuance of reports to the state for non-compliance if necessary, site interviews, and routine compliance reports as mandated by the City or Prop. 84 grant requirements.

Fees for Hearing Review

Should a case be prepared by Alliant for withholding and/or litigation that leads to a Hearing for a noncompliant Contractor over the normal Scope of Work due to Hearing, it will result in additional costs of **\$65 per hour**, plus direct material expenses. These costs will not be included unless there is a case where a litigation package must be prepared for the State's formal review of forfeitures and withholding. Every effort will be made by Alliant Consulting to keep the Contractor in compliance with CA labor laws.

Menu of Services

Personnel hours required for Phase III Audit and Investigation, Phase IV Enforcement, Phase V Hearing Review, and Phase VI Annual Report are dependent upon the compliance of the Contractors on each project.

All services listed in the Proposed Method to Accomplish Work, will be provided solely by Alliant Consulting.



CITY OF COVINA AGENDA REPORT

ITEM NO. CC 17

MEETING DATE: October 20, 2015

TITLE: Amend the Professional Services agreement with Liebert Cassidy Whitmore, a Professional Law Corporation, to increase their compensation amount for fiscal year 2015-2016.

PRESENTED BY: Kim J. Raney, Chief of Police
Danielle Tellez, Human Resources Director

RECOMMENDATION: Approve the request to amend the Professional Services Agreement with Liebert Cassidy Whitmore.

BACKGROUND:

At the regular meeting of the City Council on June 16, 2015, Council approved a Professional Services Agreement with the law firm of Liebert Cassidy Whitmore with a compensation amount not to exceed \$50,000. With the recent City-wide staffing adjustments, as well as other personnel related matters, the City has consulted with Liebert Cassidy Whitmore on a regular basis. Due to the additional need for services we anticipate exceeding the approved compensation amount of \$50,000 within the month.

DISCUSSION:

Staff has relied upon the services provided by Liebert Cassidy Whitmore for labor and employment advice for several years and has been extremely satisfied with their services. Staff will continue to rely upon their expertise in the future for labor and employment issues, both foreseen and unforeseen. Staff is requesting that Council approve this amendment to the existing agreement and increase the amount of compensation to \$150,000 for fiscal year 2015-2016.

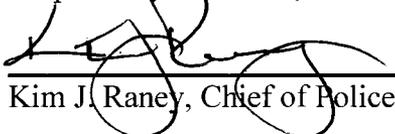
FISCAL IMPACT:

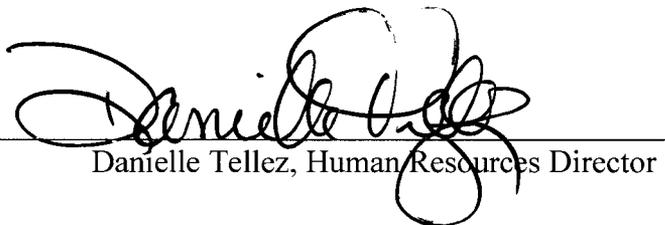
Funding is available in the Human Resources Department budget, account number 1010-0800-51250 with no additional funding required at this time. Should the amount exceed the current budgeted amount, staff will bring back to Council a request for an amendment.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

None.

Respectfully submitted,


Kim J. Raney, Chief of Police


Danielle Tellez, Human Resources Director

City Manager	City Attorney	Finance	City Clerk

ATTACHMENTS:

- A. Professional Services Agreement between Liebert Cassidy Whitmore and the City of Covina
– Amendment #1

**AMENDMENT NO. 1 TO PROFESSIONAL AGREEMENT FOR LEGAL
SERVICES BETWEEN THE
CITY OF COVINA AND LIEBERT CASSIDY WHITMORE, LLP.**

This Amendment No. 1 is hereby entered into by and between the City of Covina, a municipal corporation (hereinafter referred to as "CITY") and Liebert Cassidy Whitmore (hereinafter referred to as "Consultant"), a California Corporation, with respect to the Professional Services Agreement for legal services dated June 16, 2015. The parties agree as follows:

1. Section 3 of the Agreement is hereby amended as follows:

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement. Compensation shall be at the hourly rates set forth in Exhibit A attached hereto. Rates are subject to review annually effective July 1, and can be amended by mutual consent of the parties. Consultant compensation shall not exceed \$150,000 in any fiscal year during the term of this Agreement. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

2. All the remaining terms and provisions of the Agreement are hereby reaffirmed.

In witness whereof the parties have executed this Amendment No. 1 on the date set forth below.

CITY OF COVINA

LIEBERT CASSIDY WHITMORE

By: _____
Andrea Miller, City Manager

By: _____
Scott Tiedemann, Partner

Dated: _____, 2015

ATTEST:

Sharon Clark
Chief Deputy City Clerk

ATTACHMENT A

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CITY OF COVINA

AGENDA REPORT

ITEM NO. CC 18

MEETING DATE: October 20, 2015

TITLE: Professional Services Agreement Amendment No. 1 with Van Dam Engineering for design services for Cougar Park Project M-1204.

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

RECOMMENDATION: Approve Professional Services Agreement Amendment No. 1 with Van Dam Engineering for design services for Cougar Park Project M-1204 extending the term of the Agreement.

BACKGROUND:

The City of Covina entered into a Professional Services Agreement with Van Dam Engineering on February 5, 2013, for design services related to Cougar Park. The original term of the agreement was February 5, 2013 to September 30, 2014.

DISCUSSION:

The project construction extended past the original projected date of completion. Therefore, the services being provided Van Dam Engineering were required past the original agreement term. It is recommended the Professional Services agreement be extended to October 31, 2015.

FISCAL IMPACT:

There is no General Fund impact. The contract costs are covered by grant funds and are included in the adopted budget. The original contract amount was \$169,851.00. Van Dam's total contract amount was \$166,261.62 which reflects a savings of \$3,589.38.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

None.

Respectfully submitted,

Amy Hall-McGrade
Parks & Recreation and Library Services Director

City Manager	City Attorney	Finance	City Clerk

ATTACHMENTS:

- Attachment A: Agreement Amendment
- Attachment B: Original Contract

**FIRST AMENDMENT TO AGREEMENT BETWEEN THE
CITY OF COVINA AND VAN DAM ENGINEERING**

THIS FIRST AMENDMENT is made and entered into as of October 20, 2015, by and between the City of Covina, a municipal corporation (hereinafter referred to as "City"), and Van Dam Engineering, a sole proprietorship a (hereinafter 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 February 5, 2013, the City and Consultant entered into that certain Professional Services Agreement in the amount of One Hundred Sixty-Nine Thousand Eight Hundred Fifty-One Dollars (\$169,851) ("Agreement").

B. The parties now desire to extend the term of the Agreement from September 30, 2014 to October 31, 2015.

2. Section 3.1.2 of the Agreement entitled "Term" is hereby amended to read as follows:

"3.1.2 Term. "The term of this Agreement shall be from February 5, 2013 to October 31, 2015, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of the Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of the Agreement if necessary to complete the Services. The City Council hereby authorizes the City Manager to execute an amendment to this Agreement for the sole purpose of extending the term of this Agreement on behalf of the City so long as said amendment does not extend the Agreement beyond to December 31, 2015."

3. 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 WHEREOF, the parties hereto have caused this FIRST AMENDMENT to be executed the day and year first above written.

VAN DAM ENGINEERING

CITY OF COVINA

Signature

John C. King, Mayor

Title

Approved as to Form:

ATTEST:

Candice K. Lec, City Attorney

Sharon Clark
Senior Deputy City Clerk

**CITY OF COVINA
PROFESSIONAL SERVICES AGREEMENT**

1. PARTIES AND DATE.

This Agreement is made and entered into this 5th day of February, 2013 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 Van Dam Engineering, sole proprietorship with its principal place of business at 1844 West 11th Street, Suite D Upland, California 91786-3586 (“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 Architectural and Engineering 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 Cougar Park 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 Architectural and Engineering 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 February 5, 2013 to September 30, 2014, 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: Jeffrey C. Van Dam, Civil Engineer and Michael Evans, Architectural Designer.

3.2.5 City's Representative. The City hereby designates the Parks & Recreation Director, 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 Jeffrey Van Dam, 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", "B" and "C" 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.

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 Work 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. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

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.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: \$2,000,000 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.

3.2.11.3 Professional Liability (Errors and Omissions). 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 \$2,000,000 per claim, and shall be endorsed to include contractual liability.

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) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Work or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work; 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.

(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.

(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 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.

3.2.11.5 Separation of Insureds; No Special Limitations. 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.

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 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.

3.2.11.8 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.

3.2.11.9 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.

3.2.12 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.

3.3 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 One hundred sixty nine thousand eight hundred and fifty one dollars (\$169,851) without written approval of the City Manager, or his or her designee. 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 the City Manager.

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.

3.4 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:

Van Dam Engineering
1844 West 11th Street, Suite D
Upland, California 91786-3586
Attn: Jeffrey C. Van Dam

City:

City of Covina
125 E. College St.
Covina, CA 91723
Attn: Amy Hall-McGrade
Parks & Recreation Department

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.

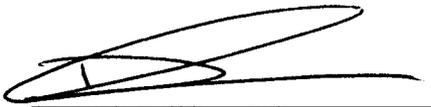
3.6.18 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

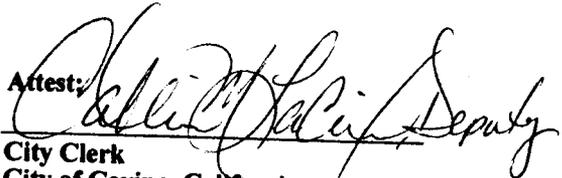
[SIGNATURES ON NEXT PAGE]

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF COVINA
AND VAN DAM ENGINEERING**

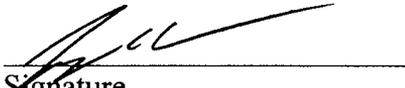
IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the 5th day of February, 2013.

CITY OF COVINA

By: 
Daryl Parrish, City Manager

Attest: 
City Clerk
City of Covina, California

VAN DAM ENGINEERING
a Sole Proprietor

By: 
Signature

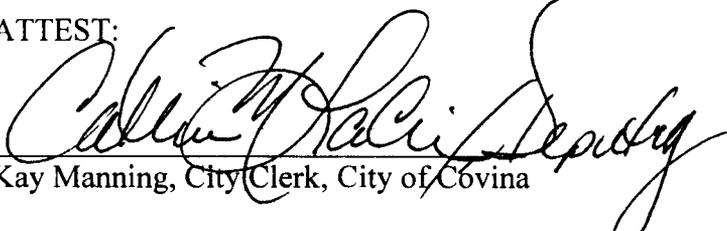
JEFFROY VAN DAM
Name (Print)

OWNER
Title (Print)

Covina Business License #: 037252 Expires: 12/31/2013

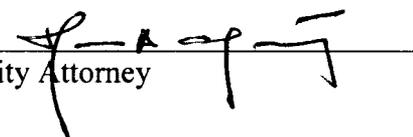
Federal Tax I.D. #: 61-1492321

ATTEST:



Kay Manning, City Clerk, City of Covina

Approved as to form this 5th day of February, 2013.



City Attorney



CITY OF COVINA

AGENDA REPORT

ITEM NO. PH 1

MEETING DATE: October 20, 2015

TITLE: Extension of Interim Ordinance to impose a moratorium on issuing any new dance and entertainment permits.

PRESENTED BY: Kim J. Raney, Chief of Police
Brian Lee, Community Development Director
Derrick Webster, Police Captain

RECOMMENDATION: Hold a public hearing on, consider and approve Urgency Ordinance No. 15-2044, which would extend Ordinance No. 15-2040, the interim ordinance imposing a moratorium for issuing any new or renewing dance and entertainment permits, by ten (10) months and fifteen (15) days.

BACKGROUND:

The Municipal Code provisions regarding dance and entertainment permits have not been updated since 1972. It is necessary to update the Municipal Code so that it addresses all variations of entertainment, both live and non-live, in order to provide clear direction to City staff and City businesses.

On September 1, 2015, the City Council adopted Ordinance No. 15-2040 which imposed a moratorium that prohibits (1) the issuance of any new permits for dances or entertainment venues and uses and (2) the establishment or expansion of dance or entertainment venues or uses. Thereafter, at the October 6, 2015 meeting, the City Council adopted Urgency Ordinance No. 15-2044 extending the moratorium by ten (10) months and fifteen (15) days, and made specific findings. Ordinance No. 15-2044 is being presented this evening so the City Council may conduct a public hearing.

The City Council made the following specific findings in the ordinances adopted:

- If new dance or entertainment venues and uses are established or existing dance or entertainment venues or uses are expanded without appropriate review and regulation, they could have potential adverse secondary effects on neighborhoods and result in significant irreversible change to the neighborhood and community character.
- The City intends to study, within a reasonable time, the adequacy of its existing ordinances and the potential need to adopt new regulations regarding dance and entertainment venues and uses. The City requires a sufficient and reasonably-limited time to consider and study legally-appropriate and reasonable policies regulating these businesses in order to prevent negative impacts on City residents, businesses, and

visitors. Given the time required to undertake the study and planning this situation calls for, the City Council finds that it is necessary to enact an interim moratorium to ensure that operation of businesses that may conflict with the contemplated new development policies are not permitted in the interim. The City Council has the authority to adopt an interim ordinance pursuant to Government Code Section 65858 in order to protect the public health, safety, or welfare.

- There is a current and immediate threat to the public health, safety, and welfare presented by the establishment of new dance or entertainment uses and venues and the expansion of existing dance or entertainment uses and venues.
- Furthermore, the approval of additional use permits, building permits or any other applicable entitlement for a dance or entertainment venues or use would result in a threat to public health, safety or welfare.
- Absent the passage of this Ordinance, continued approval of entitlements for dance and entertainment venues and uses poses a current and immediate threat to the public health, safety, or general welfare. If this Ordinance does not become effective immediately, but instead becomes effective thirty (30) days after a second reading, there is a risk that further harm will be done to prevent the orderly development of dance and entertainment uses in the City.
- There is therefore an urgent necessity for the City to adopt a temporary moratorium on the establishment of new dance or entertainment uses and venues or the expansion of existing dance or entertainment uses and venues to take effect immediately.
- For the reasons specified in above and all the evidence in the record, the City Council finds that there is a current and immediate threat to the public health, safety, and welfare caused by potential expansion of dance and entertainment uses and venues that would inconsistent with the land-use goals of the City.

DISCUSSION:

Ordinance No. 15-2040 expired 45 days after its adoption unless extended by the City Council at a regularly-noticed public hearing pursuant to Government Code Section 65858. Prior to the expiration, the Council adopted Urgency Ordinance No. 15-2044 extending the moratorium by ten (10) months and fifteen (15) days and this ordinance is being presented this evening for a public hearing. Notice of the public hearing on this item was published in the San Gabriel Valley Tribune on October 9, 2015, consistent with Government Code Section 65858. Staff is in the process of studying the adequacy of its existing ordinances and the potential need to adopt new regulations regarding dance and entertainment venues and uses. Staff is preparing a comprehensive ordinance regarding dance and entertainment venues and uses (“Comprehensive Ordinance”) that will be submitted to the City Council for its consideration within the next couple of months.

Staff recommends the City Council hold a public hearing and extend the moratorium established by Ordinance No. 15-2040, by adopting Ordinance No. 15-2044. The moratorium on the permitting, establishment and expansion of dance and entertainment uses and venues must be extended so that the City Council has an opportunity to consider and adopt a comprehensive ordinance. The term of Ordinance No. 15-2044 will be ten (10) months and fifteen (15) days

beginning on the last day of the term for Ordinance 15-2040, or until the City Council adopts a comprehensive ordinance, whichever comes first.

Government Code Section 65858(d) Written Report

Pursuant to Government Code Section 65858(d), prior to the expiration of the 45-day term of Ordinance No. 15-2040, the City Council is required to issue a written report describing the measures taken to alleviate the conditions which led to the adoption of Ordinance No. 15-2040. In Section 6 of Ordinance No. 15-2040, the City Council directed staff to prepare and issue the required written report at least 10 days prior the expiration of Ordinance No. 15-2040. This Government Code Section 65858(d) written report was made available to the public on October 1, 2015 with the posting of the October 6, 2015 Council Agenda and presented to the City Council at the October 6, 2015 Council meeting. As discussed above, staff is currently studying the current Covina Municipal Code provisions related to dance and entertainment uses and venues and is in the process of drafting a Comprehensive Ordinance for the City Council's consideration.

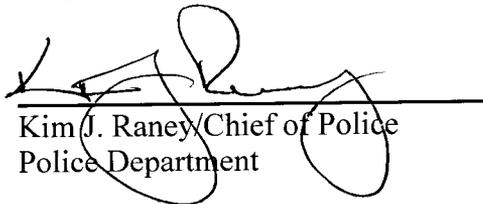
FISCAL IMPACT:

None at this time.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

There is no possibility the adoption of this Ordinance will have a significant effect on the environment, because the moratorium will serve to reduce potential significant adverse environmental impacts caused by the establishment of any new dance or entertainment venue or use or expansion of any existing dance or entertainment venue or use. It is therefore exempt from California Environmental Quality Act review pursuant to Title 14, Section 15061(b)(3) of the California Code of Regulations.

Respectfully submitted,



Kim J. Raney/Chief of Police
Police Department

		N/A	
City Manager	City Attorney	Finance	City Clerk

ATTACHMENTS:

Attachment A: Ordinance No. 15-2044

ATTACHMENT A

ORDINANCE NUMBER 15-2044

AN URGENCY ORDINANCE OF THE CITY OF COVINA PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 65858 EXTENDING THE MORATORIUM ON ISSUING ANY NEW DANCE OR ENTERTAINMENT VENUE OR USE AND THE EXPANSION OF ANY EXISTING DANCE OR ENTERTAINMENT VENUE OR USE

THE CITY COUNCIL OF THE CITY OF COVINA HEREBY ORDAINS AS FOLLOWS:

Section 1. Findings.

A. The Covina Municipal Code generally prohibits conducting any private dance, public dance, teenage dance, cafe dance or entertainment without first obtaining a written permit as required by Chapter 5.28 of the Covina Municipal Code. This chapter was last updated in 1972.

B. Since 1972, the character of dance and entertainment venues and uses has changed significantly. Without proper regulation, the proliferation and expansion of dance and entertainment venues and uses can create harmful secondary effects in the neighborhoods in which they are located. It is therefore necessary to update the Covina Municipal Code to encompass all variations of entertainment, both live and non-live, in order to ensure that the proliferation of dance or entertainment venues and uses do not negatively impact residents and other businesses in the City.

C. For purposes of this Ordinance, the terms, “dance” and “entertainment” mean any “private dance,” “public dance,” “teenage dance,” “cafe dance” or “entertainment” as those terms are defined in Chapter 5.28 of the Covina Municipal Code, provided that they shall not include any dance or entertainment held at any elementary school, junior high school, or high school where dancing or entertainment is part of the school curriculum.

D. If new dance or entertainment venues and uses are established or existing venues and uses are expanded without appropriate review and regulation, they could have potential adverse secondary effects on neighborhoods and result in significant irreversible change to the neighborhood and community character.

E. The City has undertaken a study of the adequacy of its existing ordinances and the potential need to adopt new regulations regarding dance and entertainment venues and uses. The City requires a sufficient and reasonably limited time to consider and study legally appropriate and reasonable policies regulating these businesses in order to prevent negative impacts on City residents, businesses, and visitors.

F. Given the time required to undertake the study and planning this situation calls for, on September 1, 2015, the City Council adopted Ordinance No. 15-2040, which temporarily prohibited the establishment of any new dance or entertainment venue or use and the expansion of any existing dance or entertainment venue or use.

G. The City Council adopted Ordinance No. 15-2040 to ensure that operation of businesses that may conflict with the contemplated new development policies are not permitted in the interim. Said ordinance was adopted so that City staff, the City Council, and the citizens of the City would have sufficient time to consider a comprehensive ordinance regarding dance and entertainment venues and uses (“Comprehensive Ordinance”). The City Council has the authority to adopt an interim ordinance pursuant to Government Code Section 65858 in order to protect the public health, safety, or welfare. Ordinance No. 15-2040 was effective immediately upon its adoption and remains in effect for a period of forty-five (45) days, pursuant to Government Code Sections 36934, 36937, and 65858(a).

H. Under state law, the City may twice extend an interim ordinance that imposes a temporary moratorium on the approval of applications while contemplated zoning and permitting proposals are being considered upon a finding that there is a current and immediate threat to the public health, safety, or welfare. Pursuant to Government Code Section 65858(a), this first extension of the interim ordinance must first be adopted by not less than a four-fifths vote of this City Council and may be in effect for an additional ten (10) months and fifteen (15) days from its adoption. The City Council may consider one additional one-year extension to the interim ordinance, pursuant to all legal requirements, if necessary.

I. Therefore, for these reasons, and based on all evidence in the record, there is a current and immediate threat to the public health, safety and welfare if, in the interim time necessary to complete the drafting and processing of a Comprehensive Ordinance, new dance or entertainment venues and uses are approved or the expansion of current dance or entertainment venues or uses are approved because this could thwart the purposes and goals of the Comprehensive Ordinance.

J. There is a current and immediate threat to the public health, safety, and welfare presented by the establishment of new dance or entertainment venues and uses and the expansion of existing dance or entertainment venues and uses while City staff is drafting a Comprehensive Ordinance that will be submitted to the City Council for its consideration within the next couple of months. Furthermore, the approval of additional use permits, building permits or any other applicable entitlement for a dance or entertainment venues or use would result in a threat to public health, safety or welfare. Absent the passage of this Ordinance, continued approval of entitlements for dance and entertainment venues and uses poses a current and immediate threat to the public health, safety, or general welfare.

K. If this Ordinance does not become effective immediately, but instead becomes effective thirty (30) days after a second reading, there is a risk that further harm will be done to prevent the orderly development of dance and entertainment uses in the City. There is therefore an urgent necessity for the City to extend the temporary moratorium on the establishment of new dance or entertainment uses and venues or the expansion of existing dance or entertainment uses and venues to take effect immediately.

L. The Director of Community Development and the Chief of Police find that additional time is needed to finalize the Comprehensive Ordinance on dance and entertainment uses, pursuant to Government Code Section 65858.

M. Pursuant to Government Code Section 65858, a duly noticed public hearing was held on October 20, 2015 at 7:30 p.m. in the City Hall Council Chambers, 125 E. College Street, Covina, California. Notice of the time, place and purpose of the aforesaid hearing was duly given as required by law.

N. Evidence, both written and oral, was duly presented to and considered by the City Council of the City of Covina at the aforesaid public hearing.

Section 2. Moratorium.

A. The City hereby declares and extends a moratorium on the issuance of any permit or entitlement for dance or entertainment pursuant to Chapter 5.28 of the Municipal Code.

B. The establishment or operation of any new dance or entertainment use or venue or expansion of any existing dance or entertainment use or venue is prohibited.

C. The City shall not approve any new or pending application for any permit, license, or other entitlement for the establishment of any new dance or entertainment use or venue or the expansion of any existing dance or entertainment use or venue.

D. This Ordinance and the moratorium enacted hereby shall not affect any existing dance or entertainment permit previously approved pursuant to Chapter 5.28 of the Municipal Code. All existing permittees must comply with all existing requirement of Chapter 5.28 and the terms and conditions of any permit issued pursuant thereto.

Section 3. Adoption as Urgency Interim Zoning Ordinance.

This Interim Ordinance is adopted as an urgency ordinance, extending Ordinance No. 15-2040, pursuant to the provisions of Government Code Sections 36934, 36937 and 65858(a), and shall be effective immediately upon its adoption. Based upon the findings set forth in Section 1 of this Ordinance, the City Council finds and determines that the adoption of this Ordinance as an urgency ordinance is necessary for the immediate preservation of the public peace, health or safety pursuant to the requirements of Government Code Sections 36934 and 36937, and is necessary to protect the public safety, health, and welfare pursuant to the requirements of Government Code Section 65858(a), and is necessary to provide additional time to consider and process the Comprehensive Ordinance.

Section 4. Immediate Effect. This Ordinance is 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 four-fifths (4/5) vote of the City Council.

Section 5. CEQA Finding. The City Council hereby finds that it can be seen with certainty that there is no possibility the adoption of this Ordinance and establishment of the interim moratorium hereby, will have a significant effect on the environment, because the moratorium will serve to reduce potential significant adverse environmental impacts caused by the establishment of any new dance or entertainment venue or use or expansion of any existing

dance or entertainment venue or use. It is therefore exempt from California Environmental Quality Act review pursuant to Title 14, Section 15061(b)(3) of the California Code of Regulations.

Section 6. Penalty. Violation of any provision of this Ordinance shall constitute a misdemeanor and shall be punishable by a fine not to exceed \$1,000 or by imprisonment for a period not to exceed six months, or by both such fine and imprisonment. Each and every day such a violation exists shall constitute a separate and distinct violation of this Ordinance. In addition to the foregoing, any violation of this Ordinance shall constitute a public nuisance and shall be subject to abatement as provided by all applicable provisions of law.

Section 7. Written Report. Pursuant to Government Code Section 65858(d), City staff shall prepare and submit for City Council adoption, at least ten (10) days prior to the expiration of this Ordinance, or any extension hereof, a written report describing the measures taken to alleviate the conditions which led to the adoption of this Ordinance.

Section 8. Extension of Time. The Director of Community Development and the City Clerk shall undertake all actions legally necessary to extend this Ordinance in the event the report desired by this City Council will not be concluded on or before the tenth (10th) month and fifteenth (15th) day subsequent to the adoption of this Ordinance.

Section 9. Severability. If any section, subsection, subdivision, paragraph, sentence, clause, or phrase of this Ordinance or any part thereof is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining portions of this Ordinance or any part hereof. The City Council of the City of Covina hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared invalid.

Section 10. Termination. This Ordinance shall expire on the earlier of the following: (1) the date a Comprehensive Ordinance goes into effect, or (2) ten (10) months and fifteen (15) days from the adoption of this Ordinance, unless extended by the City Council at a regularly noticed public hearing pursuant to California Government Code Section 65858.

Section 11. Certification. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same or a summary thereof to be published and posted in the manner required by law.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Covina at a meeting thereof held on 20th day of October, 2015.

John C. King, Mayor

ATTEST:

By: _____
Sharon F. Clark, Chief Deputy City Clerk

APPROVED AS TO FORM:

By: _____
Candice K. Lee, City Attorney

CERTIFICATION

I, Sharon F. Clark, Chief Deputy City Clerk of the City of Covina, California, do hereby certify that the foregoing Interim Urgency Ordinance was introduced and adopted at a regular meeting of the City Council of the City of Covina, California duly held on the 20th day of October 2015, by the following vote of the Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Covina, California, this 20th day of October 2015.

Sharon F. Clark, Chief Deputy City Clerk

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CITY OF COVINA

AGENDA REPORT

ITEM NO. NB 1

MEETING DATE: October 20, 2015

TITLE: Consideration of Conditional Use Permit Modification Scenarios for CUP No. 11-006 (authorizing a restaurant with outside sidewalk dining with alcohol and entertainment located on real property at 211 North Citrus Avenue, Covina)

PRESENTED BY: Brian K. Lee, Director of Community Development

RECOMMENDATION: Receive and File

BACKGROUND:

On October 3, 2015, the City Council conducted a public hearing to consider adoption of Resolution No. 15-7398 voiding (“revoking”) Conditional Use Permit (CUP) No. 11-006 issued for property located at 211 North Citrus Avenue, previously operated as RED, due to non-compliance with the conditions set forth therein and in order to safeguard and protect the health, safety, and welfare of the public. At the conclusion of the October 3, 2015 public hearing, one of the actions taken by the City Council was to direct City staff to present a report at the next regularly scheduled City Council meeting addressing the timing and procedural issues related to a modification of an existing CUP and updating the Council on subsequent discussions with the property owner and City of Covina.

The property owner’s consultant, Mr. Luis Niebla, who testified at the hearing that there were several potential businesses that are interested in operating a bona fide eating establishment/restaurant with ancillary alcohol service and entertainment at this property.

DISCUSSION:

The timing and logistical issues involved in the modification of an existing conditional use permit; and, specifically, the issues regarding a potential replacement operator for the former RED establishment are addressed below:

Modification to an Existing Conditional Use Permit

Chapter 17.62 of the Covina Municipal Code sets forth the provisions and methodology for the evaluation of conditional use permits. Although the Covina Municipal Code does not specifically articulate the methodology of how an existing CUP may be modified, based upon the City Council’s ability to void a conditional use permit and the Planning Commission’s/City Council’s ability to grant a conditional use permit and impose conditions thereon, the Planning Commission/City Council may modify an existing conditional use permit as a result of a request by a permittee or as a result of a determination that non-compliance with the CUP has occurred.

The process for evaluating a modification to an existing CUP would be identical to that of a new CUP application – which would include the Planning Commission (and City Council upon appeal) making each of the same findings as with an initial CUP. Specifically, the logistics involved in the evaluation and formal consideration of a conditional use permit (or, in this case, a modification to a conditional use permit) is essentially as follows:

- **Applicant submits application for Modification of a CUP.** The applicant would submit an application for a modification of a CUP, including but not limited to, a detailed description of the proposed activity (including any modifications from the initial CUP). Issues such as hours of operation, business plan, operational details in regards to potential impacts to adjoining properties and/or the community in general would be some of the issues that would need to be presented as part of the application submittal package.
- **Evaluation of CUP application material.** Upon the submittal of the CUP application material and determination that the submitted material is sufficient in both detail and scope, City staff would then evaluate the proposed activity in regards to required findings set forth in Section 17.62.120 of the Covina Municipal Code. These findings are as follows:
 - A. That the site for the proposed use is adequate in size and shape to accommodate the use and all yards, spaces, walls and fences, parking, loading, landscaping and other features required by this title to adjust the use with land and uses in the neighborhood;
 - B. That the site for the proposed use relates to streets and highways adequate in width and pavement type to carry the quantity and kind of traffic generated by the proposed use;
 - C. That the proposed use will have no adverse effect on abutting property or the permitted use thereof;
 - D. That the conditions stated in the decision are deemed necessary to protect the public health, safety and general welfare. Such conditions may include:
 1. Regulation of use,
 2. Special yards, spaces and buffers,
 3. Fences and walls,
 4. Surfacing of parking areas subject to city specifications,
 5. Requiring street, service road or alley dedications and improvements or appropriate bonds,
 6. Regulation of points of vehicular ingress and egress,
 7. Regulation of signs,
 8. Requiring landscaping and maintenance thereof,
 9. Requiring maintenance of the grounds,
 10. Regulation of noise, vibration, odors, etc.,
 11. Regulation of time for certain activities,
 12. Time period within which the proposed use shall be developed,
 13. Duration of use,
 14. And such other conditions as will make possible the development of the city in an orderly and efficient manner and conformity with the intent and purposes set forth in this title.

(Source: Covina Municipal Code, Section 17.62.120)

- **Crafting of Conditions of Approval.** The crafting of the “conditions of approval” is where the Conditional Use Permit is molded to address the particular project being proposed. The conditions of approval are created based upon what the project proponent has proposed for the specific operation, balanced with the above referenced findings (CMC Section 17.62.120). Therefore, the specific project conditions are written for the specific project in order for the Planning Commission to make the determination that all the findings required pursuant in Covina Municipal Code Section 17.62.120 can be made.

An example of an operational concern and a resulting potential project condition is as follows:

- ✓ **Project Concern:** *The operation has been represented as a bona fide eating establishment/restaurant with ancillary alcohol service.*

The project has been presented by the project proponent that the business operation is truly a bona fide eating establishment/restaurant, with ancillary alcohol service; meaning that the primary purpose of the business activity is to serve prepared food to customers to be eaten on site. The alcohol service that is being proposed is offered only to enhance the on-site dining experience of the customer.

Therefore, the project concern is the intensity of the on-site alcohol service does not become the primary purpose of the business operation. The reason the intensity of the on-site alcohol may be of concern is because of the business operation in question may have an adverse effect on abutting properties (Finding “C” above – CMC Section 17.62.120.C)

- ✓ **Project Mitigation:** *A project condition to regulate the business operation is adopted in order to ensure the actual business activity is truly a bona fide eating establishment/restaurant with ancillary alcohol service, and not a bar or nightclub.*

In the example above, in an effort to mitigate the described operational concern, a project condition can be crafted to regulate the business activity so an affirmative “yes” can be made to the aforementioned Finding “C”. The project condition should be “quantifiable,” meaning that the project condition should be written in a manner where compliance with the project mitigation is able to be verified. In the above example, the operational concern is the business activity is a bona fide restaurant and not a bar or nightclub. Therefore, the “proof” of compliance can be measured by how much money the business makes on selling food versus alcohol. This is because in a bona fide restaurant with ancillary alcohol service the amount or volume of sales for food would be more than the amount or volume of sales for alcohol.

- ✓ **Project Condition Example:** *A project condition to “measure” the volume of food versus alcohol sales could be as follows:*

“The monthly gross sales of alcoholic beverages at the site shall not exceed the gross sales of food during the same period. The permittee and the operator of any business at the premises are jointly responsible for ensuring that records that reflect separately the gross sale of food and the gross sale of alcoholic beverages of the licensed business are maintained at the premises for a period of not less than 36 months. Said records shall be kept no less frequently than on a monthly basis, and shall be made

available to the City and/or ABC on demand. Copies of said records shall be provided to the City and/or ABC within ten (10) calendar days of a request for same.”

Timeline for a Modification to an Existing Conditional Use Permit

There are a number of factors that influence the timeline. Because some factors are not in the control of City staff and the amount of time necessary for the preparation of a conditional use permit staff report can vary. However, the timeline window is typically three (3) to five (5) months – and could be longer if an appeal to the City Council is made. It is possible for this timeline to be reduced or expanded. The factors affecting the conditional use permit timeline include:

- **Assembly of conditional use permit materials.** In order to fully evaluate the proposed use/activity and be able to assess the potential project impacts and possible mitigating conditions, it is necessary to have a complete and accurate understanding of all aspects of the proposed business activity. This element requires the full participation and cooperation of the applicant. Many times, this element is where the conditional use permit timeline expands because the applicant needs or desires an extended amount of time to submit the necessary information.
- **City staff evaluates the project and prepares the staff report.** Many times this element requires the input of multiple City departments. Therefore, the proposed project would need to be internally circulated to all relevant City departments for their internal review and evaluation. If outside agencies, such as Los Angeles County Fire Department need to participate in the evaluation, then input would need to also be solicited from them. The input from all relevant City departments and outside agencies are collated and organized and the preparation of the staff report commences. The resulting staff report is a comprehensive analysis of the proposed project that includes the various issues, concerns and recommendations of the relevant City departments and outside agencies. The recommended project conditions would also reflect the input of all the Departments and agencies.
- **Public notice and Public Hearing.** A conditional use permit requires the approval of the Planning Commission at a noticed public hearing. The Covina Municipal Code requires a minimum ten (10) day public notice period; meaning that mailed notices to surrounding property owners within a 300 foot radius of the project property, as well as a newspaper advertisement, has to be mailed and published for at least a ten (10) day period prior to the date of the Planning Commission public hearing. The final determination of the Planning Commission (whether to grant or deny the CUP) is subject to appeal to the City Council by the applicant, owners of real property within 300 feet of the subject property, or by a member of the City Council within ten (10) days of the Planning Commission’s determination. An appeal hearing would need to be conducted within 40 to 60 days of the Planning Commission’s determination and the City Council shall render a decision within 30 days of the appeal hearing.

Replacement Operator for the RED Establishment

At the conclusion of the October 3, 2015 City Council meeting, the RED property owner’s consultant, Mr. Luis Niebla, verbally stated that he would shortly be contacting City staff to schedule a meeting with the prospective replacement operator that he represented to the City

Council was “very close” to signing a lease with the RED property owner.

Staff requested Mr. Niebla’s contact information. He indicated he would call staff, which he did in the afternoon on Tuesday, October 13, 2015, and then met with staff on Wednesday, October 14, 2015. A meeting was then scheduled with the prospective tenant for Thursday, October 15, 2015. Due to the logistics involved in the preparation of a City Council staff report, and the lead time required for internal review and the distribution of the staff report to the City Council; there was not sufficient time to provide an evaluation of the prospective replacement operator. A verbal report will be provided at the City Council meeting.

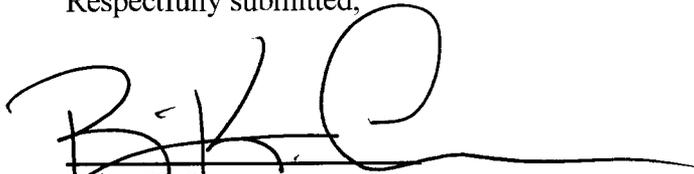
FISCAL IMPACT:

There is no fiscal impact at this time.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

This staff report is not subject to the provisions of CEQA. However, a modification to an existing conditional use permit would be subject to the provisions of CEQA.

Respectfully submitted,



Brian K. Lee
Director of Community Development

		N/A	
City Manager	City Attorney	Finance	City Clerk

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CITY OF COVINA

AGENDA REPORT

ITEM NO. NB 2

MEETING DATE: October 20, 2015

TITLE: City Council and City Manager Roles and Responsibilities, Code of Conduct, and Procedural Guidelines for the Conduct of Council Meetings

PRESENTED BY: Andrea M. Miller, City Manager

RECOMMENDATION: Review and discuss the City Council and City Manager Roles and Responsibilities, Code of Conduct, and Procedural Guidelines for the Conduct of Council Meetings, and provide direction.

BACKGROUND:

Over the last several months, under the City Council's leadership and the thoughtful engagement of our community, the City is striving to create a culture of leadership and high performance throughout the organization. While much work remains to be done, with the hard work of our employees, we are on a positive course. Based on your comments and suggestions as well as the issues we have been approached with by community leaders, the following are key areas of focus and the outcomes we are working to achieve:

Responsiveness. In the spirit of providing good customer service, we are working to create an atmosphere of caring. It means treating people with respect, listening, proposing reasonable solutions, and following through in a timely manner. Dealing with people honestly and impartially and applying standards consistently builds trust even when they don't receive the answer they want. When we demonstrate we are genuinely concerned about producing the best possible set of results to benefit the largest number and applying the standards impartially and consistently, cynicism will diminish.

Priority-setting. Through the recent Strategic Planning process, the City Council and staff established a realistic number of goals for the next year that may be implemented with existing resources. Producing results in a timely manner will instill confidence in the City.

Effective communication. Clear messages that are delivered at the appropriate time are critical to building confidence. It is often tempting to avoid delivering bad news, but avoidance usually prolongs and worsens the inevitable. Promoting transparency and openness is critical to building trust in government, especially in this era of heightened scrutiny. Good communication strategies help to engage people and increase the likelihood they will be supportive.

Engaged leadership. There is no shortage of strong opinion, and polarization makes it impossible for reasonable proposals to gain traction. Decision-making that includes high levels

of resident and business leader participation builds public trust in the process. The ability to listen, problem-solve, identify compromise solutions and build consensus will be the standard for our employees.

Create value. There is low tolerance for waste in government, and there is almost universal recognition that decisive action is needed to address problems and build for the future.

DISCUSSION:

The foundation of good governance relies on the cooperative efforts of the City Council members, who set policy and priorities, and City staff, who analyze problems and issues, make recommendations, and implement and administer the City Council's collective policies. The relationship between the City Manager and the elected officials sets a tone for the entire local government. This team or partner relationship between and among members of City Council and between the Council and the staff is critical.

While we continue to build the staff's capacity and create alignment within the organization, it is equally critical that the City Council continue to work together as a body, respectful of one another and in an effective partnership with each other and staff. The City Council has implemented systems that promote effective, respectful governance, and it is important that we periodically review these standards, identify changes such as new state laws, regulations and technology, and consider best practices implemented in other agencies to ensure the standards are meeting the City's needs.

In March 2009, the City Council adopted Resolution No. 09-6748 establishing a code of conduct for the City Council and all City Boards, Committees, and Commissions. Resolution No. 09-6748 articulates the City Council's expectations of themselves and other appointed officials. At the same time, the Council adopted Resolution No. 09-6749 establishing procedural guidelines for the conduct of City Council meetings. The guidelines contained in Resolution No. 09-6749 are intended to comply with The Brown Act and provide continuity and efficiency in the conduct of Council business.

The guidelines established by the Council in Resolution No. 09-6748 and Resolution No. 09-6749 also assist in facilitating effective communications between the City Council and staff and ensure the collective vision, goals, and objectives established by the Council as a body are realized. Resolution No. 09-6748 and Resolution No. 09-6749 are included as Attachments A and B respectively.

In addition to the guidelines established in the Resolutions adopted by the Council, the Executive Team has committed to the following:

- Ensure all City Council members have the same information with which to make decisions and address issues.
- Respond to citizen concerns and complaints as fully and as expeditiously as practical.
- Respect the role of the City Council in setting policy and effectively fulfilling their roles related to the administrative functions and city operations.
- Respect the will of the "full" City Council.
- Make independent, objective, and thoroughly-analyzed recommendations.
- Support and advocate for adopted Council policy.
- Be sensitive to, but not become engaged in, the political process.

- Lead by example.
- Insist on excellence in customer service internally and externally.
- Be results-driven and vision/goal-oriented and instill a sense of urgency in all we do.
- Exhibit integrity and personal courage by taking responsibility for decisions and actions.
- Think innovatively, strategically, and tactically, and work in the best interests of the City.

The standards and the guidelines included in the Resolutions adopted by the City Council are similar to the expectations and best practices adopted by other successful communities. Attachment C is an article that appeared in the May 2004 edition of the International City/County Management Association publication, *Six Reasons Why It's Best to Work Through the Manager*. This article reinforces the reasons these guidelines facilitate effective communications and work flow.

Other policy statements of the City Council including provisions of the Covina Municipal Code and various California Government Code sections address the roles and responsibilities of the City Council, City Manager, City staff, and appointed officials. As a general law city and as authorized by state law, the City Council took formal action to establish the form of government as the council/manager form. The provisions of Government Code sections 34851 – 34859 (Attachment D) establish the parameters for the council/manager form (also commonly referred to as city manager form) of city government. Under this form of government, the city manager has the power to:

- Administer the day-to-day affairs of the city;
- Appoint and dismiss city employees, except the city attorney; and
- Perform such other functions as the council chooses to authorize by ordinance.

Chapter 2.08 of the Covina Municipal Code establishes the office of the City Manager (Attachment E). Sections in Chapter 2.04 address the administrative role of the manager and preclude the city manager from exercising policy-making or legislative functions.

Each year, the Mayor, with the concurrence of the City Council, makes appointments to intergovernmental agencies and liaisons to the Boards, Commissions and Committees as well as identifying potential policy development assignments that may be made during the year. Attachment F is the list of assignments approved by the City Council on April 7, 2015.

It is a best practice to review codes of conduct, procedural guidelines and other Council policies and procedures periodically or as needed. This report is intended to provide the City Council with an opportunity to review the current practices, procedures and guidelines and consider these expectations in light of changes such as new state laws, regulations and technology and consider best practices implemented in other agencies to ensure the standards are meeting the City's needs.

The goal is to promote excellence in the organization, constantly raise the bar, and build a world-class city. By routinely reviewing, modifying as needed, and then committing to and fully implementing these practices, procedures and guidelines, we can capitalize on the City's strengths, leverage our successes, and enable the City Council to focus on its role in addressing the larger, difficult, and more strategic issues in the community.

FISCAL IMPACT:

There is no direct fiscal impact.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT): Not applicable.

Respectfully submitted,



Andrea M. Miller

City Manager

	N/A	N/A	N/A
City Manager	City Attorney	Finance	City Clerk

ATTACHMENTS:

- Attachment A: Resolution No. 09-6748 establishing a code of conduct for the City Council and all City Boards, Committees, and Commissions
- Attachment B: Resolution No. 09-6749 establishing procedural guidelines for the conduct of City Council meetings
- Attachment C: *Six Reasons Why It's Best to Work Through the Manager*, International City/County Management Association publication, May 2004 edition
- Attachment D: Government Code sections 34851 – 34859
- Attachment E: Chapter 2.08 of the Covina Municipal Code
- Attachment F: Mayoral Appointments to Intergovernmental Agencies and Liaisons to the Boards, Commissions and Committees dated April 7, 2015

RESOLUTION NO. 09-6748

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, ADOPTING CODES OF CONDUCT FOR THE CITY COUNCIL AND ALL CITY BOARDS, COMMITTEES AND COMMISSIONS

WHEREAS, the governance of the City of Covina relies on cooperative efforts of elected officials who set policy; appointed officials who provide community input and recommendations; and City staff who analyze problems and issues, make recommendations and implement and administer Council policies; and

WHEREAS, the City of Covina is composed of individuals with a wide variety of backgrounds, personalities, values, opinions, and goals who have chosen to serve in public office to improve the quality of life in the community; and

WHEREAS, it is the desire of the City Council of the City of Covina to support the orderly, efficient, and responsive conduct of City business.

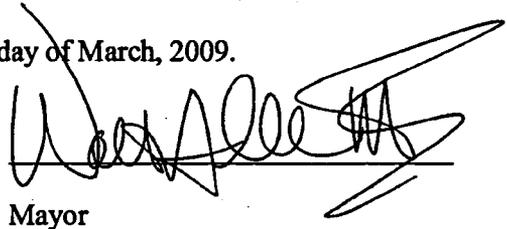
NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Covina as follows:

Section 1. The City Council hereby approves and adopts the Code of Conduct for Boards, Committees and Commissions attached as Exhibit A.

Section 2. The City Council approves and adopts the Code of Conduct for the City Council attached as Exhibit B.

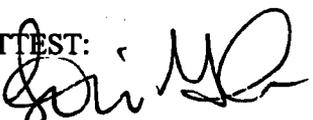
Section 3. The City Clerk shall certify to the passage and adoption of this resolution and the same shall thereupon take effect and is in force.

APPROVED, PASSED AND ADOPTED this 17th day of March, 2009.



Mayor

ATTEST:



City Clerk

APPROVED AS TO FORM:

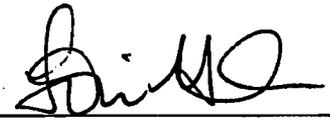


Edward Lee, City Attorney

BY WILLIAM JAMES PRIEST

I, TONI J. TABER, City Clerk of the City of Covina, hereby CERTIFY that **Resolution No. 09-6748** was adopted by the Covina City Council at a regular meeting of the City Council held **March 17, 2009** and was approved and passed by the following vote:

AYES: Council Members King, Stapleton, Mayor Pro Tem Delach, Mayor Allen
NOES: Council Member Low
ABSENT: None



Toni J. Taber
City Clerk

EXHIBIT A

**CITY OF COVINA
BOARD, COMMITTEE & COMMISSION PROTOCOLS**

The City has established several Boards, Committees and Commissions as a means of gathering more community input. Citizens who serve on Boards, Committees and Commissions become more involved in government and serve as advisors to the City Council. They are a valuable resource to the City's leadership and should be treated with appreciation and respect while treating others in a like manner.

All Board, Committee and Commission members should:

- Demonstrate honesty and integrity in every action and statement
- Serve as a model of leadership and civility to the community
- Inspire public confidence in Covina government
- Work for the common good, not personal interest
- Prepare in advance of Board/Committee/Commission meetings and be familiar with issues on the agenda
- Fully participate in Board/Committee/Commission meetings and other public forums while demonstrating respect, kindness, consideration, and courtesy to others
- Participate in scheduled activities to increase Board/Committee/Commission effectiveness
- Review Board/Committee/Commission procedures, such as these Protocols, at least annually
- Be responsible for the highest standards of respect, civility and honesty in ensuring the effective maintenance of intergovernmental relations
- Respect the proper roles of elected officials and City staff in ensuring open and effective government
- Provide contact information to the Board/Committee/Commission staff liaison in case an emergency

BOARD, COMMITTEE & COMMISSION MEMBER CONDUCT WITH ONE ANOTHER

Boards, Committees and Commissions are composed of individuals with a wide variety of backgrounds, personalities, values, opinions, and goals. Despite this diversity, all have volunteered to serve in order to improve the quality of life in the community. In all cases, this common goal should be acknowledged even as Members may "agree to disagree" on contentious issues.

In Public Meetings

- Use formal titles.

While referring to one another formally during Board/Committee/Commission meetings as Chair, Vice Chair or Board/Commission Member may not be necessary due to the size and nature of the Board/Committee/Commission, respect for all members will be shown at all times.

- Practice civility and decorum in discussions and debate.

Difficult questions, tough challenges to a particular point of view, and criticism of ideas and information are legitimate elements of a free democracy in action. Be respectful of diverse opinions.

- Honor the role of the presiding officer in maintaining order and equity.

Respect the Chair's efforts to focus discussion on current agenda items. Objections to the Chair's actions should be voiced politely and with reason, following parliamentary procedures.

- Demonstrate effective problem-solving approaches.

Members have a public stage to show how individuals with disparate points of view can find common ground and seek a compromise that benefits the community as a whole. Members are role models for residents and other stakeholders involved in public debate.

- Be respectful of other people's time.

Stay focused and act efficiently during public meetings.

In Private Encounters

- Treat others as you would like to be treated.

Ask yourself how you would like to be treated in similar circumstances, and then treat the other person that way.

BOARD, COMMITTEE & COMMISSION CONDUCT WITH CITY STAFF

Governance of a City relies on the cooperative efforts of elected officials, who set policy, appointed officials (Board/Committee/Commission members), who make recommendations to Council, and City staff, which analyze problems and issues, make recommendations, and

implement and administer the Council's policies. Therefore, every effort should be made to be cooperative and show mutual respect for the contributions made by each group for the good of the community.

- Treat all staff as professionals.

Clear, honest communication that respects the abilities, experience, and dignity of each individual is expected. As with your colleagues, practice civility and decorum in all interactions with City staff.

- Channel communications through the appropriate senior City staff.

Questions of City staff should be directed only to the Department Heads or Board/Committee/Commission staff liaison. Members should not set up meetings with department staff directly, but work through Department Heads/liaison.

- All Members should have the same information with which to make decisions.

Information requested by an individual Member will be made available to all members. All information requests should respect the "one hour" rule (See below).

- Never publicly criticize an individual employee, including Council-Appointed Officers. Criticism is differentiated from questioning facts or the opinion of staff.

All critical comments about staff performance should only be made to the Department Head or City Manager through private correspondence or conversation.

- Do not get involved in administrative functions.

Avoid any staff interactions that may be construed as trying to shape staff recommendations. Members shall refrain from coercing staff in making recommendations to the Board/Committee/Commission as a whole.

- Be cautious in representing City positions on issues.

Before sending correspondence related to a legislative position, check with City staff to see if a position has already been determined. When corresponding with representatives of other government agencies or residents, remember to indicate if appropriate that the views you state are your own and may not represent those of the full Board/Committee/Commission or the City Council.

- Respect the “one hour” rule for staff work.

Requests for staff support should be made to the appropriate staff liaison, according to the protocol for channeling communications. Any request, which would require more than one hour of staff time to research a problem or prepare a response, will need to be approved by the appropriate Department Head to ensure that staff resources are allocated in accordance with overall priorities.

STAFF CONDUCT WITH BOARD, COMMITTEE, AND COMMISSION MEMBERS

- Respond to Member questions as fully and as expeditiously as is practical.

The protocol for staff time devoted to research and response is in application here.

- Respect the role of Members as policy advisors for the City Council.

Staff is expected to provide its best professional recommendations on issues. Staff should not try to determine Member support for particular positions or recommendations in order to craft recommendations. The Board/Committee/Commission must be able to depend upon the staff to make independent recommendations. Staff should provide information about alternatives to staff recommendations as appropriate, as well as pros and cons for staff recommendations and alternatives

- Demonstrate professionalism and non-partisanship in all interactions with the community and in public meetings.
- It is important for the staff to demonstrate respect for the Board/Committee/Commission at all times. All Members should be treated equally.

OTHER PROCEDURAL ISSUES

- Commit to periodic review of important procedural issues.

Annually or as required by law, the Board/Committee/Commission will review the protocols, adopted procedures for meetings, the Brown Act, conflict of interest, and other important procedural issues.

- Recognize and respect the role of the Board/Committee/Commission and the City Council.

Board/Committee/Commission Members are appointed by the City Council to serve them in an advisory capacity. While Members are a valuable resource to the City's leadership and should be treated with appreciation and respect, it should be remembered that it is the role of the City Council, not the Board/Committee/Commission, to set policy.

ENFORCEMENT

Failure of a Board/Committee/Commission Member to observe and conduct himself/herself in accordance with these adopted Board/Committee/Commission Protocols may result in, but not be limited to, the following actions: 1) private counseling of the Member; 2) letter of warning/reprimand from the Board/Committee/Commission; 3) removal from serving as a representative/liaison to other Boards and Commissions; 4) restricting the Member's communications with City staff; 5) censure by the Board/Committee/Commission; and 6) in the most serious cases, removal from the Board/Committee/Commission by the City Council.

EXHIBIT B
CITY OF COVINA
COUNCIL CODE OF CONDUCT

ALL COUNCIL MEMBERS

All members of the City Council, including those serving as Mayor and Mayor Pro Tem, have equal votes. No Council Member has more power than any other Council Member, and all should be treated with equal respect.

All Council Members should:

- Demonstrate honesty and integrity in every action and statement
- Serve as a model of leadership and civility to the community
- Inspire public confidence in Covina government
- Work for the common good, not personal interest
- Prepare in advance of Council meetings and be familiar with issues on the agenda
- Fully participate in City Council meetings and other public forums while demonstrating respect, kindness, consideration, and courtesy to others
- Participate in scheduled activities to increase Council effectiveness
- Review Council procedures, such as these Council Protocols, at least annually
- Represent the City at ceremonial functions at the request of the Mayor
- Be responsible for the highest standards of respect, civility and honesty in ensuring the effective maintenance of intergovernmental relations
- Respect the proper roles of elected officials and City staff in ensuring open and effective government
- Provide contact information to the City Manager in case an emergency or urgent situation arises while the Council Member is out of town

COUNCIL CONDUCT WITH ONE ANOTHER

Councils are composed of individuals with a wide variety of backgrounds, personalities, values, opinions, and goals. Despite this diversity, all have chosen to serve in public office in order to improve the quality of life in the community. In all cases, this common goal should be acknowledged even as Council may "agree to disagree" on contentious issues.

In Public Meetings

- **Use formal titles.**

The Council should refer to one another formally during Council meetings as Mayor, Mayor Pro Tem or Council Member followed by the individual's last name.

- **Practice civility and decorum in discussions and debate.**

Difficult questions, tough challenges to a particular point of view, and criticism of ideas and information are legitimate elements of a free democracy in action. Be respectful of diverse opinions.

- **Honor the role of the presiding officer in maintaining order and equity.**

Respect the Mayor's efforts to focus discussion on current agenda items. Objections to the Mayor's actions should be voiced politely and with reason, following parliamentary procedures.

- **Demonstrate effective problem-solving approaches.**

Council Members have a public stage to show how individuals with disparate points of view can find common ground and seek a compromise that benefits the community as a whole. Council Members are role models for residents, and other stakeholders involved in public debate.

- **Be respectful of other people's time.**

Stay focused and act efficiently during public meetings.

In Private Encounters

- **Treat others as you would like to be treated.**

Ask yourself how you would like to be treated in similar circumstances, and then treat the other person that way.

COUNCIL CONDUCT WITH CITY STAFF

Governance of a City relies on the cooperative efforts of elected officials, who set policy, and City staff, which analyze problems and issues, make recommendations, and implement and administer the Council's policies. Therefore, every effort should be made to be cooperative and show mutual respect for the contributions made by each individual for the good of the community.

- Treat all staff as professionals.

Clear, honest communication that respects the abilities, experience, and dignity of each individual is expected. As with your Council colleagues, practice civility and decorum in all interactions with City staff.

- Channel requests of staff through the City Manager, City Attorney or his/her designee .

Requests of City staff should be directed only to the City Manager, or City Attorney or his/her designee. Council Members should not set up meetings with department staff directly, but work through the City Manager or City Attorney.

- All Council Members should have the same information with which to make decisions.

Information requested by an individual Council Member will be made available to all Council members. All information requests should respect the "one hour" rule (See below).

- Never publicly criticize an individual employee, including Council-Appointed Officers. Criticism is differentiated from questioning facts or the opinion of staff.

All critical comments about staff performance should only be made to the City Manager through private correspondence or conversation.

- City Manager is administrative head of the City.

Any concerns a Council Member may have regarding day to day operations of the City should be directed to the City Manager. Avoid any staff interactions that may be construed as trying to direct or shape staff recommendations. Council Members shall refrain from coercing staff in making recommendations to the Council as a whole.

- Be cautious in representing City positions on issues.

Before sending correspondence related to a legislative position, check with City staff to see if a position has already been determined. When corresponding with representatives of other governments or constituents, remember to indicate if appropriate that the views you state are your own and may not represent those of the full Council.

- Do not attend staff meetings unless requested by City Manager.

Even if the Council Member does not say anything, the Council Member's presence may imply support, show partiality, intimidate staff, or hamper staff's ability to do its job objectively.

- Respect the "one hour" rule for staff work.

Requests for staff support should be made to the City Manager, according to the protocol for channeling communications. Any request, which would require more than one hour of staff time to research a problem or prepare a response, will need to be approved by the full council to ensure that staff resources are allocated in accordance with overall council priorities. Once notified that a request for information or staff support would require more than one hour, the Council Member may request that the City Manager place the request on an upcoming Council agenda.

- Depend upon the staff to respond to citizen concerns and complaints.

It is the role of Council Members to pass on concerns and complaints on behalf of their constituents. It is not, however, appropriate to pressure staff to solve a problem in a particular way. Refer citizen complaints to the appropriate Department Head. The senior staff member should respond and is responsible for making sure the Council Member knows how the complaint was resolved.

COUNCIL CONDUCT WITH BOARDS AND COMMISSIONS

The City has established several Boards and Commissions as a means of gathering more community input. Citizens who serve on Boards and Commissions become more involved in government and serve as advisors to the City Council. They are a valuable resource to the City's leadership and should be treated with appreciation and respect. Council Members serve as liaisons to Boards and Commissions, according to appointments made by the Mayor, and in this role are expected to represent the full Council in providing guidance to the Board or Commission. In other instances, Council Members may attend Board or Commission meetings as individuals, and should follow these protocols:

- If attending a Board or Commission meeting, identify your comments as personal views or opinions.

Council Members may attend any Board or Commission meeting, which are always open to any member of the public. Any public comments by a Council Member at a Board or Commission meeting, when that Council Member is not the liaison to the Board or Commission, should be clearly made as individual opinion and not a representation of the feelings of the entire City Council.

- Limit contact with Board and Commission members to questions of clarification.

It is inappropriate for a Council Member to contact a Board or Commission member to lobby on behalf of an individual, business, or developer, or to advocate a particular policy perspective. It is acceptable for Council Members to contact Board or Commission members in order to clarify a position taken by the Board or Commission.

- Remember that Boards and Commissions are advisory to the Council as a whole, not individual Council Members.

The City Council appoints individuals to serve on Boards and Commissions, and it is the responsibility of Boards and Commissions to follow policy established by the Council. Council Members should not feel they have the power or right to threaten Board and Commission members in any way if they disagree about an issue. A Board or Commission appointment should not be used as a political "reward."

- Concerns about an individual Board or Commission member should be pursued with tact.

If a Council Member has a concern with the effectiveness of a particular Board or Commission member and is comfortable in talking with that individual privately, the Council Member should do so. Alternatively, or if the problem is not resolved, the Council Member should consult with the Mayor, who can bring the issue to the Council as appropriate.

- Be respectful of diverse opinions.

A primary role of Boards and Commissions is to represent many points of view in the community and to provide the Council with advice based on a full spectrum of concerns and perspectives. Council Members may have a closer working relationship with some individuals serving on Boards and Commissions, but must be fair to and respectful of all citizens serving on Boards and Commissions.

- Keep political support away from public forums.

Board and Commission members may offer political support to a Council Member, but not in a public forum while conducting official duties. Conversely, Council Members may support Board and Commission members who are running for office, but not in an official forum in their capacity as a Council Member.

- Maintain an active liaison relationship.

Appointed Council liaisons are encouraged to attend all regularly scheduled meetings of their assigned Board or Commission, or to arrange for an alternate.

STAFF CONDUCT WITH CITY COUNCIL

- Respond to Council questions as fully and as expeditiously as is practical.

The protocol for staff time devoted to research and response is in application here. If a Council Member forwards a complaint or service request to a department head there will be follow-through with the Council Member as to the outcome.

- Respect the role of Council Members as policy makers for the City.

Staff is expected to provide its best professional recommendations on issues. Staff should not try to determine Council support for particular positions or recommendations in order to craft recommendations. The Council must be able to depend upon the staff to make independent recommendations. Staff should provide information about alternatives to staff recommendations as appropriate, as well as pros and cons for staff recommendations and alternatives

- Demonstrate professionalism and non-partisanship in all interactions with the community and in public meetings.
- It is important for the staff to demonstrate respect for the Council at all times. All Council Members should be treated equally.

OTHER PROCEDURAL ISSUES

- Commit to periodic review of important procedural issues.

Annually or as required by law, the Council will review the Council protocols, adopted procedures for meetings, the Brown Act, conflict of interest, and other important procedural issues.

Use of Letterhead

- City letterhead may be used by Council Members.

Council members may use letterhead only for communication with constituents or stating City adopted positions

- City letterhead may not be used by Council Members.

City letterhead may not be used for personal business or to present an opposing view once an official position has been taken by the Council. All official City Council positions will be stated over the signature of the Mayor only or as directed.

Council Meetings

- The Mayor should work with the City Manager to plan the Council meetings.

There are three purposes to the pre-Council planning meeting: 1) to plan how the meeting will be conducted; 2) to identify any issues or questions that may need greater staff preparation for the meeting; and 3) to discuss future meetings. The purpose of the meeting is not to work on policy issues. Normally, only the Mayor is expected to attend the pre-Council meetings with the City Manager and other staff as required.

- Council Member placement of items on the Agenda.

At the request of two Council members, the City Manager will place an item on the agenda.

- Don't politicize procedural issues (e.g. minutes approval or agenda order) for strategic purposes.

- Submit questions on Council agenda items ahead of the meeting.

In order to focus the Council meetings on consideration of policy issues and to maintain an open forum for public discussion, questions which focus on the policy aspects of agenda items should be discussed at the Council meeting rather than in one-on-one communications with staff prior to the meetings. Any clarifications or technical questions that can be readily answered can be handled before the meeting. Council Members are encouraged to submit their questions on agenda items to the City Attorney, City Manager or Assistant City Manager as far in advance of the meeting as possible so that staff can be prepared to respond at the Council meeting.

- Mayoral discretion on controversial items.

On highly controversial items the Mayor may: 1) move placement of the item on the agenda to facilitate the flow of all agenda business; 2) may limit the time allotted to individual speakers on an item; 3) may limit the total time allotted for public comment on an individual item.

- Confidentiality of Closed Session.

Confidentiality applies to any non-public discussion items. Council Members will not speak to affected/opposing parties, the press, or any individual not present about items discussed in closed session. Any written reports or materials presented during closed session will be turned in at the end of closed session.

ENFORCEMENT

Failure of a Council Member to observe and conduct himself/herself in accordance with these adopted Council Protocols may result in, but not be limited to, the following actions: 1) private counseling of the Council Member; 2) letter of warning/reprimand from the City Council; 3) restrictions upon City-authorized travel; 4) removal from serving as City representative/liaison to internal Boards and Commissions and to intergovernmental organizations; 5) reductions in personal expense budget; 6) exclusion from closed session discussions; 7) restricting the Council Member's communications with City staff; 8) censure by the City Council; and 9) in the most serious cases, referral of the matter to the Fair Political Practices Commission, District Attorney or grand jury for ethics investigation and/or criminal prosecution.

RESOLUTION NO. 09-6749

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, RESCINDING RESOLUTION NO. 04-6368 IN ITS ENTIRETY AND ADOPTING THE UPDATED PROCEDURAL GUIDELINES FOR THE CONDUCT OF COUNCIL MEETINGS

WHEREAS, it is the desire of the City Council of the City of Covina to conduct all Council meetings in an orderly and responsive manner; and

WHEREAS, Resolution No. 04-6368 set forth procedural guidelines for the conduct of Council meetings; and

WHEREAS, it is the desire of the City Council to update said guidelines to comply with the Brown Act, and provide continuity and efficiency in the conduct of Council business.

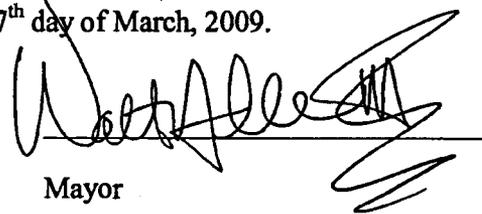
NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Covina as follows:

Section 1. The City Council hereby rescinds Resolution Nos. 04-6368 in its entirety.

Section 2. The City Council approves and adopts the updated Procedural Guidelines for the Conduct of Council Meetings attached as Exhibit A.

Section 3. The City Clerk shall certify to the passage and adoption of this resolution and the same shall thereupon take effect and is in force.

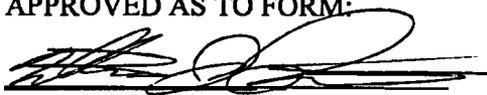
APPROVED, PASSED AND ADOPTED this 17th day of March, 2009.


Mayor

ATTEST:


City Clerk

APPROVED AS TO FORM:


Edward Lee, City Attorney

BY WILLIAM JAMES PRIEST

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05-04-09

I, TONI J. TABER, City Clerk of the City of Covina, hereby CERTIFY that Resolution No. 09-6749 was adopted by the Covina City Council at a regular meeting of the City Council held March 17, 2009 and was approved and passed by the following vote:

AYES: Council Members King, Stapleton, Mayor Pro Tem Delach, Mayor Allen
NOES: Council Member Low
ABSENT: None



Toni J. Taber
City Clerk

**PROCEDURAL GUIDELINES
FOR THE CONDUCT OF COUNCIL MEETINGS**

SECTION 1. MEETINGS

The City Council shall hold regular meetings on the first and third Tuesday of each calendar month at 7:30 p.m. in the Council Chambers of the City Hall unless circumstances determine that a particular meeting shall be held at some other location in the City, all as set forth in Section 2.04.010 of the Municipal Code. Special meetings of the City Council may be called at any time in the manner prescribed by State law.

SECTION 2. CONDUCT BY PERSONS IN ATTENDANCE

Any person making personal, impertinent or slanderous remarks or who shall become boisterous while addressing the Council so as to disrupt the Council meeting shall be forthwith, by the Mayor, barred from further audience before Council, unless permission to continue is granted by a majority vote of the Council.

SECTION 3. ENFORCEMENT OF DECORUM

The Police Chief or such other official as the Mayor may designate, shall be Sergeant-at-Arms of the Council meetings. He, she, or they, shall carry out all orders and instructions given by the Mayor for the purpose of maintaining order and decorum at the Council meeting. Upon instructions of the Presiding Officer, it shall be the duty of the Sergeant-at-Arms, or any of them present, to remove any person who violates the order and decorum of the meeting.

SECTION 4. AGENDA

Upon approval by the City Manager, the Chief Deputy City Clerk shall arrange an agenda of such matters according to the order of business and furnish each member of the Council, City Clerk and City Attorney with a copy of the same prior to the Council meeting and as far in advance of the meeting as time for preparation will permit. At least one copy of the agenda packet shall be placed in the City Library for use by the public, and one copy of the agenda packet shall be placed in the City Clerk's office for local newspapers.

SECTION 5. AMENDMENTS TO THE AGENDA

Matters of an urgent or emergency nature may be submitted to the City Council by the City Manager and/or the City Attorney as an amendment to the agenda in accordance with the Brown Act.

SECTION 6. THE PRESIDING OFFICER

The Mayor of the Council shall be the Mayor, or the absence of the Mayor, the Mayor Pro Tem. The Mayor shall preserve strict order and decorum at all regular and special meetings of the Council. He/she shall state every question coming before the Council, announce the decision of the Council on all subjects and decide all questions of order, subject to an appeal to the Council, in which event a majority vote of the Council shall govern and conclusively determine such question of order. He/she shall sign all ordinances, resolutions and contracts adopted or approved by the Council during his/her presence.

SECTION 7. CITY COUNCIL PROCEEDINGS

The City Council meetings shall be conducted in the procedural order set forth below:

a. Call to Order. The Mayor shall take the Chair at the appointed hour for the meeting, and shall immediately call the Council to order. In the absence of the Mayor and Mayor Pro Tem, the City Clerk, Chief Deputy City Clerk or Deputy City Clerk, shall call the Council to order, whereupon a temporary chairman shall be elected by the members of the Council present. Upon the arrival of the Mayor or Mayor Pro Tem, the temporary chairman shall immediately relinquish the Chair upon the conclusion of the business presently before the Council. In the absence of the City Clerk, Chief Deputy City Clerk or Deputy City Clerk, the Mayor shall appoint a Council Member to serve as City Clerk Pro Tem, in accordance with State law.

b. Roll Call. Before proceeding with the business of the Council, the City Clerk, Chief Deputy City Clerk or Deputy City Clerk shall call the roll of the members, and the names of those present shall be entered in the minutes.

c. Quorum. A majority of all the members elected to the Council shall constitute a quorum at any regular or special meeting of the Council. In the absence of a quorum, the City Clerk shall call the meeting adjourned.

d. Order of Business. All meetings of the Council shall be open to the public. Promptly at the hour set by law on the day of each regular meeting, the Council Members, City Clerk, City Attorney and City Manager shall take their regular stations in the Council Chambers, and the business of the Council shall be taken up for consideration and disposition in the following order, unless the Mayor, without objection from the Council Members agree to consider an item out of order:

Call to Order
Roll Call
Pledge of Allegiance

Invocation
Presentations
Oral Communications
Council Comments
Consent Calendar
Continued Public Hearings
Joint Public Hearings
Public Hearings
Continued Business
New Business
Adjournment

SECTION 8. RULES OF DEBATE

a. Mayor. The Mayor may debate and vote on each item before the Council. The Mayor, or such other member of the Council as may be presiding may move, second and debate from the Chair, subject only to such limitations of debate as are by these rules imposed on all members and shall not be deprived of any of the rights and privileges of a Council Member by reason of his/her acting as the Presiding Officer.

b. Getting the Floor. Every member desiring to speak shall address the Chair, and upon recognition by the Mayor, shall confine himself/herself to the question under debate, avoiding all personalities and indecorous language.

c. Interruptions. A member, once recognized, shall not be interrupted when speaking unless it is to call him/her to order, or as herein otherwise provided. If a member, while speaking, be called to order, he/she shall cease speaking until the question of order is determined, and, if in order, he/she shall be permitted to proceed.

d. Privilege of Closing Debate. The Council Member moving the adoption of an ordinance, resolution or other matter shall have the privilege of closing the debate after a full discussion has been had on said item as determined by the Mayor.

e. Move to Reconsider. A motion to reconsider any action taken by the Council may be made prior to the close of such meeting wherein such action was taken. Such motion must be made by a member of the prevailing side, but may be seconded by any member, and may be made at any time and have precedence over all other motions while a member has the floor. It shall be debatable. Nothing herein shall be construed to prevent any member of the Council from

making or remaking the same or any other motion at a subsequent meeting of the Council.

f. Reference to Roberts' Rules of Order. Where not addressed in the body of this resolution, all questions as to procedure and debate shall be resolved by the City Attorney's interpretation of Roberts' Rules of Order, Newly Revised Edition.

SECTION 9. ADDRESSING THE COUNCIL

Any person desiring to address the Council on matters not listed on the agenda shall first secure the permission of the Mayor during the period allowed for Oral Communications. On matters listed on the agenda, persons may request the permission of the Mayor to speak on a matter at the time it is being considered by the City Council.

a. Written Communications. Interested parties or their authorized representatives may address the Council by written communications with regard to matters under discussion.

b. Oral Communications. Individuals, or their authorized representatives, may address the Council by oral communications on any matter concerning the City's business, or any matter over which the Council has control or jurisdiction.

c. Council Response to Oral Communications. Matters brought before the Council under Oral Communications shall be referred to staff for additional information and/or report if deemed appropriate by two members of the Council Members. No formal action shall be taken.

SECTION 10. ADDRESSING THE COUNCIL AFTER MOTION IS MADE

After a motion is made by the Council, no person shall address the Council without first securing the permission of the Chair to do so.

SECTION 11. MANNER OF ADDRESSING COUNCIL – TIME LIMIT

Each person addressing the Council shall step up to the microphone in front, give his or her name and address in an audible tone of voice for the records, and unless further time is granted by the Mayor, shall limit his or her address to five (5) minutes unless reasonably revised by the Mayor due to special circumstances. All remarks shall be addressed to the Council as a body and not to any member thereof. No person, other than the Council and the person having the floor shall be permitted to enter into any discussion, either directly or through a member of the Council, without the permission of the Mayor. No question shall be asked a Council Member,

City Attorney or City Manager except through the Mayor. When called upon by the Mayor, the City Manager may, when deemed appropriate, refer the question to a staff member.

SECTION 12. SILENCE CONSTITUTES AFFIRMATIVE VOTE

Unless a member of the Council states that he/she is not voting, his/her silence shall be recorded as an affirmative vote.

SECTION 13. ABSTENTION FROM VOTING

A Council Member may abstain from voting on any ordinance, resolution, or other motion.

SECTION 14. CITY ATTORNEY OPINIONS

Requests for formal opinions from the City Attorney must be approved by two of the Council Members.

SECTION 15. ORDINANCES, RESOLUTIONS, MOTIONS AND CONTRACTS

a. Presentation of Ordinances. No ordinance shall be prepared for presentation to the Council unless ordered by two members of the Council, or requested by the City Manager, or prepared by the City Attorney on his/her own initiative.

b. Prior Approval by Administrative Staff. All ordinances, resolutions, and contract documents shall, before presentation to the Council, have been approved as to form and legality by the City Attorney or his authorized representative, and shall have been examined and approved for administration by the City Manager or his/her authorized representative.

SECTION 16. REPORTS, RESOLUTIONS & ORDINANCES TO BE FILED WITH CLERK

All reports, resolutions and ordinances shall be filed with the Clerk and entered in the minutes.

SECTION 17. ADJOURNMENT

A motion to adjourn shall always be in order and decided without debate.

SECTION 18. CERTIFICATION

The City Clerk has certified to the passage and adoption of the resolution, and the same has thereupon taken effect and is in force.

DEPARTMENTS

Workshop

Six Reasons Why It's Best to Work Through the Manager

I'm a lucky city manager. I work for an excellent city council. Councilmembers take pride in promoting a tradition of community civility. They do their homework, serve for the right reasons, and have a sense of humor. They are supportive of staff, and they trust me. I can talk to them about almost anything. In such a healthy council-staff environment, councilmembers get to know and trust many staffers, and a smart manager wouldn't want to lose the feeling of a friendly, open organization.

So why is it necessary sometimes to remind our active and sincere councilmembers to work through my office or through department heads when seeking information or expressing interests and concerns? And why do I feel so awkward when I do?

Maybe it's because, no matter how diplomatically I express a desire that is consistent with our formal council policies and procedures, it can come across as a trust-and-control issue. And since the councilmembers trust the staff, why shouldn't staff trust councilmembers?

After all, their motivation is typically to avoid bothering me (or department heads) with the small stuff. What's there to hide? I guess this is where I am supposed to exclaim, "But it's not about trust and control!" In truth, however, it is, and here is why.

Trust and Control

The jewel in a healthy local government environment is trust. With trust, we spend our time working together to solve problems and to get good things done for the community. Without trust, problems multiply, and the time spent solving them prevents work on more constructive items.

Preserving trust in any relationship, personal or professional, requires that we exercise a prudent amount of control in how we communicate. The council-staff relationship is no exception. In fact, given the unique pressures and constraints imposed on this relationship, the two groups probably need even more structured guidance than most.

A Lot of Rules, but Why Do We Need Them?

Fortunately, nearly all local governments have some formal rules in place, and virtually all such rules advise councilmembers to work through city and county managers and department heads on most organizational matters. Even with all the rules, however, something significant is missing.

Based on my research (admittedly not comprehensive, but I did check with ICMA, the League of California Cities, various trainers, and California city managers via an e-mail inquiry), there seems to be no prepared explanation for why such rules are important and how they preserve trust and benefit everyone involved in the relationship. In the absence of such context, the rules come across as, well, cold rules—a list of dos and don'ts designed to keep everyone in line.

This "context void" seems to be widely perceived by managers, and many of them have asked me to send them anything that I might find on the subject. Because I was unable to find anything already written, however, I have been forced to do a little more work. With the aid of some helpful managers, then, here are a half-dozen reasons why everyone's best interests are served when councilmembers work through the manager and/or department heads to gather information or address concerns.

Reason 1. Because city managers cannot be on top of things if they don't know what the things are. Councilmembers correctly expect managers to be on top of things. But if councilmembers bypass the manager to make requests of staff or to express concerns to staff, then the manager cannot possibly be sufficiently aware of their interests or concerns. Even the world's greatest local government manager cannot assure a timely response to a councilmember's inquiry if the manager is not aware of the request in the first place. Sure, staff members can inform the manager of the request, but this roundabout way of communication raises the chances of miscommunication.

Reason 2. Because bypassing the manager can give the impression that there is a problem in the council-manager relationship, and this perception can undermine both the manager's credibility within the organization and the respect that the staff feels for the councilmember. If a councilmember (or members) consistently goes directly to other staff members with issues, these harmful perceptions may evolve: 1) the councilmember does not like to work with the manager; 2) the councilmember does not trust the information provided by the manager; 3) the manager is ducking his or her responsibility and just "passing the buck"; 4) the councilmember does not play by the rules and seeks special treatment; and/or 5) it must be okay for staff to go around the manager because councilmembers do it. Such impressions will weaken a manager's credibility and authority in the organization or reflect poorly on the councilmember, or both.

Reason 3. Because it is not possible for managers to treat all councilmembers equally if the manager is unaware of the treatment that one councilmember is getting. Managers are in the highly unusual position of having many, equal bosses, and the expectation of equal treatment by each of those bosses is not only extremely high but also entirely appropriate.

Equal treatment includes providing councilmembers with the same information, the same levels of support, and the same accessibility to the staff in general. Thus, when an elected councillor goes through the manager in making a request, the manager can judge if the desired information should be shared with all councilmembers.

The manager can also judge whether a request for staff work is consistent with council policy or if the full council should direct such work. If requests are only inconsistently made through the manager, then the likelihood of inequities cropping up over time is high. This leads us to Reason 4.

Reason 4. Because councilmembers are often perceived as having "awesome power" and, therefore, direct requests can lead to surprising and negative unintended consequences. Councilmembers may contact staff people in a department to make what they perceive to be "simple requests for information," only to find these requests later perceived as orders to do something never intended by the councilmembers.

This is especially possible when direct contacts are made with staff below the department-head level. Councilmembers are typically surprised by such overreactions and by the complications and rumors that can result (because they know they don't have that much power). But to the staff member who seldom has contact with the higher-ups, the mayor and councilmembers are as "high up" as they come.

Reason 5. Because direct councilmember contact with staff members below the department-head level boosts the likelihood of getting erroneous or incomplete information. The further a councilmember reaches beyond the manager or department head, the more likely he or she will communicate with someone who has significantly less familiarity with the legislative process, the deeper context of various local government issues, the cross-departmental stakeholders who should be consulted, and the local rules for staff-council communication.

Combine these differences with the "awesome power" phenomenon, and the margin for a mistake in responding to the councilmember climbs substantially. On the other hand, a manager can provide one-stop service, saving time while producing better, more complete information.

Reason 6. Because such direct councilmember contact also can inadvertently cause awkward,

embarrassing situations—or worse—for the staff members involved. After a Reason 5 scenario has occurred, a staff member who later learns that he provided incorrect or incomplete information feels embarrassed. In fact, a staff member who learns that she violated some staff-council communication rule is not only embarrassed but also worried that she might be perceived as acting politically and undermining her bosses.

A staff member who incorrectly completes excessive work at the direction of an individual councilmember may perceive him- or herself to be “in trouble,” especially if they have failed to notify their bosses or failed to complete other assigned work as a result.

An Ugly Truth, But Not for Most

There is one unfortunate truth that needs to be recognized: not everyone is sincere or competent in council-manager relationships. There are councilmembers who deliberately try to undermine the system, and there are managers who are not responsive to councilmember inquiries. For such people, this article will not help, and any solution probably needs to be found through a closed-session discussion but not through short-cutting the system.

Fortunately, most elected officials and managers want the system and the relationships to work in the best possible way. To achieve this end, is it necessary for every little thing to go through the manager? No. What is required, however, is an understanding between the council and the manager as to what differentiates a little thing from a bigger thing. This can only be achieved if the elected officials and manager are regularly talking and if there is a true commitment by all to play by the rules.

Such rules are worthy of commitment, and we can help uphold an excellent system while still preserving city hall as an open, friendly, helpful place.

Ken Hampian, City Manager, San Luis Obispo, California (khampian@slocity.org).

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California

LEGISLATIVE INFORMATION

Code: Section: ⓘ

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GOVERNMENT CODE - GOV

TITLE 4. GOVERNMENT OF CITIES [34000 - 45345] (Title 4 added by Stats. 1949, Ch. 79.)

DIVISION 2. ORGANIZATION AND BOUNDARIES [34400 - 34906] (Division 2 added by Stats. 1949, Ch. 79.)

PART 1. ORGANIZATION [34400 - 34906] (Part 1 added by Stats. 1949, Ch. 79.)

CHAPTER 4. Alternative Forms of Government [34851 - 34906] (Heading of Chapter 4 renumbered from Chapter 7 by Stats. 1977, Ch. 1253.)

ARTICLE 1. City Manager [34851 - 34859] (Heading of Article 1 renumbered from Article 3 by Stats. 1955, Ch. 624.)

34851. An ordinance establishing a city manager form of government may be:

- (a) Enacted by the legislative body; or
- (b) Submitted to the electors by the legislative body at any municipal or special election; or
- (c) Submitted by the people as an initiative measure.

(Added by Stats. 1949, Ch. 79.)

34852. The ordinance shall define the powers and duties of the city manager and may fix his compensation or the minimum amount he is to receive.

(Added by Stats. 1949, Ch. 79.)

34853. Where the ordinance is submitted by the legislative body, the proposition shall be printed on the ballots substantially as follows: "Shall Ordinance No. ____ providing for a city manager form of government be adopted?" followed by the words "yes" and "no," so printed that the voters may express their choice.

(Amended by Stats. 1957, Ch. 838.)

34854. If a majority of the votes cast at the election is in favor of the ordinance, it shall go into effect on the tenth day after the canvass of votes.

(Added by Stats. 1949, Ch. 79.)

34855. Within sixty days after the effective date of the ordinance, the legislative body shall appoint a city manager, who need not be a resident of the city at the time of his appointment.

(Added by Stats. 1949, Ch. 79.)

34856. The city manager may appoint and dismiss the chief of police and other subordinate appointive officers and employees except the city attorney. When the offices of city clerk and city treasurer are made appointive, appointments to such offices shall be made by the city council unless the city council vests such appointing power in the city manager by ordinance.

(Amended by Stats. 1953, Ch. 491.)

34857. Upon appointment of the city manager, the terms of subordinate officers over whom he has power of appointment and removal cease, unless they are reappointed by him.

(Added by Stats. 1949, Ch. 79.)

34858. Any city adopting the city manager form of government may abolish it in the manner in which it was adopted.

(Added by Stats. 1949, Ch. 79.)

Attachment D

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34859. All ordinances establishing a city manager form of government, enacted prior to September 19, 1947, are confirmed, validated, and declared legally effective.

(Added by Stats. 1949, Ch. 79.)

**Chapter 2.08
CITY MANAGER**

Sections:

- 2.08.010 Position created.**
- 2.08.020 Supervision and control.**
- 2.08.030 Bond.**
- 2.08.040 Compensation.**
- 2.08.050 Expenses – Reimbursement.**
- 2.08.060 Absence from city.**
- 2.08.070 Term of office.**
- 2.08.080 Removal from office – Generally.**
- 2.08.090 Removal from office – Preliminary resolution – Salary continuance.**
- 2.08.100 Removal from office – Following municipal election.**
- 2.08.110 Powers and duties – Generally.**
- 2.08.120 Administrative supervision.**
- 2.08.130 Council meeting attendance.**
- 2.08.140 Administrative coordination.**
- 2.08.150 Departmental function analysis – Operational recommendations.**
- 2.08.160 Expenditure estimates – Budget.**
- 2.08.170 Expense supervision – Purchasing.**
- 2.08.180 Public improvement projects and programs.**
- 2.08.190 Public relations duties.**
- 2.08.200 Community organization cooperation.**
- 2.08.210 City property inventory – Purchase recommendations.**
- 2.08.220 Property transfer and disposal recommendations.**
- 2.08.230 Personnel studies, surveys and recommendations.**
- 2.08.240 Technical service contract advice.**
- 2.08.250 Council correspondence responsibility.**
- 2.08.260 Public property supervision.**
- 2.08.270 Officials and employees – Appointment and removal.**
- 2.08.280 Public contacts.**
- 2.08.290 Limitations – Generally.**
- 2.08.300 Limitations – Duties of other officials.**

2.08.010 Position created.

There is created in the unclassified service of the city the position of city manager. (Ord. 1232 § 1, 1973; 1964 Code § 2.11.)

2.08.020 Supervision and control.

The city manager shall serve directly under the supervision and control of the city council in a purely administrative capacity. (Ord. 1232 § 1, 1973; 1964 Code § 2.12.)

2.08.030 Bond.

Attachment E

The city manager shall secure a corporate surety bond to be approved by the city council, in such sum as may be determined by the city council, conditioned on the faithful performance of the duties imposed on the city manager as prescribed in this chapter. The fee for such bond shall be paid by the city. (Ord. 1232 § 1, 1973; 1964 Code § 2.13.)

2.08.040 Compensation.

The compensation to be paid to the city manager shall be fixed and determined from time to time by resolution of the city council, which compensation shall be in full satisfaction for payment of all services performed and rendered by the city manager. (Ord. 1232 § 1, 1973; 1964 Code § 2.14.)

2.08.050 Expenses – Reimbursement.

The city manager shall be reimbursed for and shall be allowed traveling, hotel and incidental expenses reasonably incurred when absent from the city on official city business, but no reimbursement or allowance shall be made except upon an itemized claim duly presented to and approved and allowed by the city council. (Ord. 1232 § 1, 1973; 1964 Code § 2.15.)

2.08.060 Absence from city.

Any absence of the city manager from the city on official city business shall be subject to the approval in advance by the city council. (Ord. 1232 § 1, 1973; 1964 Code § 2.16.)

2.08.070 Term of office.

The city council shall appoint the city manager for an indefinite term. (Ord. 1232 § 1, 1973; 1964 Code § 2.17.)

2.08.080 Removal from office – Generally.

The city council may remove the city manager by a majority vote. The city council, in removing the city manager, shall use its uncontrolled discretion and its action shall be final. (Ord. 1232 § 1, 1973; 1964 Code § 2.18.)

2.08.090 Removal from office – Preliminary resolution – Salary continuance.

At least 30 days before the removal of the city manager becomes effective, the city council shall, by a majority vote of its members, adopt a preliminary resolution stating the reason for his removal. By the preliminary resolution the city council may suspend the city manager from duty, but shall in any case cause to be paid him any unpaid balance of his salary and his monthly salary shall continue to be paid for the next 30 days following the adoption of the preliminary resolution. (Ord. 1232 § 1, 1973; 1964 Code § 2.19.)

2.08.100 Removal from office – Following municipal election.

Notwithstanding the provisions of CMC 2.08.080 and 2.08.090, the city manager shall not be removed from office during or within a period of 90 days next succeeding any general municipal election held in the city, at which election a member of the city council is elected. After the expiration of such 90-day period, the provisions of CMC 2.08.080 and 2.08.090 as to the removal of the city manager shall apply and be effective. (Ord. 1232 § 1, 1973; 1964 Code § 2.20.)

2.08.110 Powers and duties – Generally.

The powers and duties of the city manager shall be as set forth in CMC 2.08.120 through 2.08.300. (Ord. 1232 § 1, 1973; 1964 Code § 2.21.)

2.08.120 Administrative supervision.

The city manager shall execute on behalf of the city council its administrative supervision and control of such affairs of the city as may be placed in his charge. (Ord. 1232 § 1, 1973; 1964 Code § 2.22.)

2.08.130 Council meeting attendance.

The city manager shall attend meetings of the city council with the duty of reporting on or discussing any matter concerning the affairs of the departments, services or activities under his supervision upon which, in his judgment, the city council should be informed. (Ord. 1232 § 1, 1973; 1964 Code § 2.23.)

2.08.140 Administrative coordination.

The city manager shall assist the city council in coordinating the administrative functions and operations of the various departments, divisions, properties and services of the city government, and on its behalf carry out the policies, rules and regulations and ordinances adopted by it relating to the administration of the affairs of such departments, divisions, properties or services. (Ord. 1232 § 1, 1973; 1964 Code § 2.24.)

2.08.150 Departmental function analysis – Operational recommendations.

The city manager shall analyze the functions, duties and activities of the various departments, divisions, properties and services of the city government and of all employees thereof, and shall make such recommendations to the city council with reference thereto as in his judgment will result in the highest degree of efficiency in the overall operation of the city government. (Ord. 1232 § 1, 1973; 1964 Code § 2.25.)

2.08.160 Expenditure estimates – Budget.

The city manager shall cause to be prepared and submitted to him by each department, division, or service of the city government itemized annual estimates of expenditures required by any of them for capital outlay, salaries, wages and miscellaneous operating costs, and shall tabulate the same into a preliminary consolidated municipal budget and submit the same to the city council before the fifteenth day of June of each year, with his recommendations as to such changes which he deems advisable.

The city manager shall be responsible for the administration of the budget after its final adoption. The city manager shall be authorized to amend the budget between cost centers within each fund. City council authorization shall be required for increases in total fund appropriation and the use of council contingency reserve. Continuing appropriations for year-end encumbrances, contractual commitments, and capital projects shall be automatically carried forward. All other appropriations shall lapse at year-end unless carried forward by city council action. The city manager shall keep the city council informed with respect thereto. (Ord. 00-1872, 2000; Ord. 1232 § 1, 1973; 1964 Code § 2.26.)

2.08.170 Expense supervision – Purchasing.

The city manager shall, as agent for the city council, supervise the expenditure of all departments, divisions, properties or services of the city government and act as purchasing agent for the purchase of all supplies, goods, wares, merchandise, equipment and material which may be required for any of such departments, divisions, properties or services. (Ord. 1232 § 1, 1973; 1964 Code § 2.27.)

2.08.180 Public improvement projects and programs.

The city manager shall develop and organize necessary public improvement projects and programs and aid and assist the city council and the various departments in carrying the same through to successful conclusion. (Ord. 1232 § 1, 1973; 1964 Code § 2.28.)

2.08.190 Public relations duties.

The city manager shall serve as the public relations director of the city government, and follow through and endeavor to adjust all just complaints filed against any employee, department, division or service thereof. (Ord. 1232 § 1, 1973; 1964 Code § 2.29.)

2.08.200 Community organization cooperation.

The city manager shall cooperate with all the community organizations whose aim and purpose it is to advance the spiritual and material interests of the city and its people, and provide them with assistance through the city government. (Ord. 1232 § 1, 1973; 1964 Code § 2.30.)

2.08.210 City property inventory – Purchase recommendations.

The city manager shall make and keep up-to-date an inventory of all property, real and personal, owned by the city. He shall recommend to the city council the purchase of new machinery, equipment and supplies whenever in his judgment the same can be obtained at the best advantage, taking into consideration trade-in value of machinery, equipment, etc., in use. (Ord. 1232 § 1, 1973; 1964 Code § 2.31.)

2.08.220 Property transfer and disposal recommendations.

The city manager shall recommend to the city council the transfer of the city-owned equipment, machinery, furnishings, supplies, materials and furniture from one department to another, or the disposal of the same for the benefit of the city whenever in his judgment the transfer or disposal thereof would be advantageous to the city government. (Ord. 1232 § 1, 1973; 1964 Code § 2.32.)

2.08.230 Personnel studies, surveys and recommendations.

The city manager shall make studies and surveys of the duties, responsibilities and work of the personnel in the various departments, divisions and services of the city government. He shall recommend to the city council abolition or consolidation of positions or transfers or removal of personnel whenever in his judgment such action would increase efficiency in the administration of the city government. (Ord. 1232 § 1, 1973; 1964 Code § 2.33.)

2.08.240 Technical service contract advice.

The city manager shall consider and make recommendations to the city council regarding the extent to which the city should contract for the performance of technical services in connection with the establishment or operation of the personnel system. (Ord. 1232 § 1, 1973; 1964 Code § 2.34.)

2.08.250 Council correspondence responsibility.

The city manager shall receive and open all mail addressed to the city council and give immediate attention thereto, to the end that all administrative business referred to in such communications and not necessarily requiring action by the city council may be disposed of between council meetings. All actions taken pursuant to such communications shall be reported to the city council at its next regular meeting thereafter. (Ord. 1232 § 1, 1973; 1964 Code § 2.35.)

2.08.260 Public property supervision.

The city manager shall exercise general supervision over all public buildings, public parks, public streets and other public property which is under the control and jurisdiction of the city council. (Ord. 1232 § 1, 1973; 1964 Code § 2.36.)

2.08.270 Officials and employees – Appointment and removal.

The city manager shall appoint and remove any officials and employees of the city except elective officials, the city attorney and the city auditor. (Ord. 1232 § 1, 1973; 1964 Code § 2.37.)

2.08.280 Public contacts.

In the discharge of his duties as city manager, the person holding such position shall endeavor at all times to exercise the highest degree of tact, patience and courtesy in his contacts with the public and with all city commissions, boards, departments, officers and employees. He shall use his best efforts to establish and maintain a harmonious relationship between all personnel employed in the city government, to the end that the highest possible standards of public service be continuously maintained. (Ord. 1232 § 1, 1973; 1964 Code § 2.38.)

2.08.290 Limitations – Generally.

The city manager shall not exercise any policy-making or legislative functions whatsoever, nor attempt to commit or bind the city council or any member thereof to any action, plan or program requiring official action by the city council. (Ord. 1232 § 1, 1973; 1964 Code § 2.39.)

2.08.300 Limitations – Duties of other officials.

No provision of CMC 2.08.110 through 2.08.300 shall be deemed to grant any authority to or impose any duty upon the city manager which is vested in or imposed by general law or provision of this code or other valid city ordinance in any other city commission, board, department, officer or employee. (Ord. 1232 § 1, 1973; 1964 Code § 2.40.)

CITY OF COVINA
AGENDA ITEM COMMENTARY

MEETING DATE: April 7, 2015

ITEM NO.: NB 1

STAFF SOURCE: Andrea Miller, City Manager

ITEM TITLE: Confirmation of Mayor's Appointments to Intergovernmental Agencies and Adoption of Resolution of the City Council of the City of Covina appointing the City's Representative and Alternate on the City Selection Committee.

STAFF RECOMMENDATION

- a. Approve the Mayor's designation of delegates and alternates to Regional and City Boards Commissions;
- b. Approve **Resolution 15-7344** appointing the City's Representative and Alternate to act on behalf of the City at meetings of the City Selection Committee; and
- c. Authorize the City Clerk to fill in the appointed names on Resolution 15-7344.

FISCAL IMPACT

None

BACKGROUND

With each election and/or reorganization of the City Council, appointments are made by the Mayor of City representatives (Council Members) to various organizations in which the City has membership or participates as a liaison.

Following is the list of organizations to which the Mayor has assigned participation by Council representatives.

- County Sanitation Districts of Los Angeles County
- L. A. Works
- Foothill Transit Zone
- Independent Cities Association
- League of California Cities *
- San Gabriel Valley Council of Governments (COG)
- San Gabriel Valley Mosquito and Vector Control District
- San Gabriel Valley Water Association
- Southern California Association of Governments
- City Selection Committee *
- CCHOA/CCEAC(CA Cities Home Ownership Authority/CA Cities Economic Assistance Corporation)

- * Historically the delegate and alternate of these organizations are the same as the meetings are held concurrently.

CITY OF COVINA
 SCHEDULE OF MAYOR'S COUNCILMANIC APPOINTMENTS TO INTERGOVERNMENTAL AGENCIES
 April 1, 2014

<u>AGENCY</u>	<u>DELEGATE</u>	<u>ALTERNATE</u>	<u>MEETING DAYS AND TIMES</u>
Sanitation Districts of Los Angeles County 1955 Workman Mill Road Whittier, CA 90607 (562) 908-4288	Delach	King	4th Wednesday each month at 1:30 p.m., District Offices Kimberly S. Compton, Sec. to Brd
L. A. Works (formerly ESGV Consortium) 5200 Irwindale Ave. Irwindale, CA 91706 (626) 960-3964	Stapleton	Allen	3rd Thursday each month at 4:00 p.m., L.A. Works offices Sal Velasquez, Executive Director
Foothill Transit Zone 100 S. Vincent Ave., Suite 200 West Covina, CA 91790 (626) 931-7300 ext. 0	Delach	King	1st Wednesday Annually in May at 5:30 p.m. Doran Barnes, Executive Director
Independent Cities Association 1600 Rosecrans Ave., 4 th Fl. Manhattan Beach, CA 90266 (310) 995-9800 trish@platinumprolutions.com	Stapleton	Allen	Quarterly/when called at 6:30 p.m. Trish Pietrzak, President
League of California Cities L. A. County Division P.O. Box 1444 Monrovia, CA 91017 (626) 786-5142 jqquan@cacities.org	Allen	Delach	1st Thursday each month at 6:30 p.m. (various locations) Jennifer Quan, Executive Director
San Gabriel Valley Council of Governments (COG) 1000 S. Fremont Ave, Unit #42 Alhambra, CA 91803 (626) 457-1800	Stapleton <i>transportation committee Stapleton / Justine I-10 210 Corridor - Stapleton Solid Waste - Stapleton</i>	Marquez	3rd Thursday each month at 6:00 p.m. (Edison Center/Irwindale) (6080 Irwindale Ave.) Andrea Miller, Exec. Dir.
San Gabriel Valley Mosquito and Vector Control District 1145 North Azusa Canyon Rd. West Covina, CA 91790 (626) 814-9466	(Henry Morgan) (Serves until 1/12 or resigns from district) (appointed Nov 8, 2008 for 4 years)		2nd Friday each month at 7:00 a.m. Mr. Steve West, District Manager
SGV Water Assn. (Watermaster) 725 N. Azusa Ave. Azusa, CA 91702 (626) 815-1300 www.sgvwa.org www.watermaster.org	King	Stapleton	2nd Wednesday, quarterly at 6:30 pm Kelly Gardner, Admin Mgr. kelly@watermaster.org
Southern California Association of Governments (SCAG) 818 West Seventh Street, 12th Fl. Los Angeles, CA 90017-3435 (213) 236-1858	Marquez	King	Annual/when called Hasam Ikhata, Exec. Director
City Selection Committee & LAFCO L.A. County Commission Services Hall of Admin., 500 W. Temple St. Room B50 Los Angeles, CA 90012 (213) 974-1411 BFamuyiwa@bos.lacounty.gov	Delach	Allen	When Called (Held in conjunction w/ League meetings) Ms. Sa Chi Hami, Exec. Officer Bolaji Famuyiwa

CITY OF COVINA
SCHEDULE OF MAYOR'S COUNCILMANIC APPOINTMENTS
April 1, 2014

COUNCIL LIAISON TO BOARDS, COMMISSIONS, COMMITTEES

- Planning Commission Delach/King
(Council Chambers @ 7:30 p.m. 2nd & 4th Tuesday each month)
- H.C.D.A.King/Stapleton
(Library Community Room @ 7:00 p.m.—check agenda)
(CD Partnership – John King)
- Youth Accountability Board Marquez/King
(Quarterly —check agenda for time and location)
- Library Board of TrusteesStapleton/Delach
(Library Community Room—7:30 pm/2nd Tuesday each month)
- Cultural Arts Advisory CommissionMarquez/Allen
(Hollenbeck Park Office 7:00 p.m./1st Wednesday after 2nd Tuesday each month)
- Covina Concert BandAllen/Marquez
(Recreation Hall at Covina Park @ 9:00 a.m. on the 3rd Saturday of odd months, Jan. March, May, July, Sept., Nov.)
- City Auditors CommitteeStapleton/Allen
Meets twice a year with the City Auditors
- Community Recognition CommitteeKing/Allen
Meets annually
- Liaison to the Covina Chamber of CommerceStapleton/Delach

Council Committee -- Policy Development Assignments
(Additions/deletions to policy types and assignments may occur throughout the year)

- Planning – Delach/King
Code Enforcement – Stapleton/Allen
Parks & Recreation – King/Marquez
Seniors – Stapleton

RESOLUTION NO. 15-7344

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
COVINA, CALIFORNIA, APPOINTING THE CITY'S
REPRESENTATIVE AND ALTERNATE ON THE CITY
SELECTION COMMITTEE**

WHEREAS, the City Council does hereby appoint a representative and alternate on the City's Selection Committee.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the City Council of the City of Covina, California, as follows.

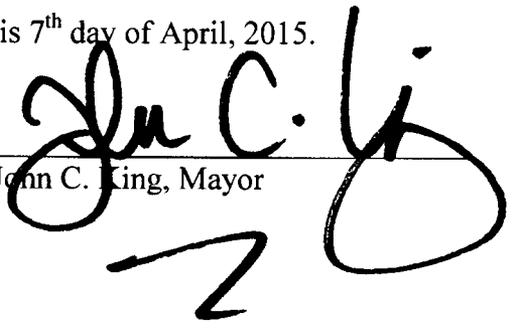
SECTION 1. John C. King, shall be the City of Covina representative to the City Selection Committee and as such is entitled to participate in all meetings of that Committee on behalf of the City.

SECTION 2. Walter Allen III, shall be the City of Covina alternate representative to the City Selection Committee and as such is entitled to participate in all meetings of that Committee in the absence of the City's representative.

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

BE IT FURTHER RESOLVED that the Chief Deputy City Clerk shall transmit a copy thereof to the County of Los Angeles, Board Operations, Commission Services; and the League of California Cities, Los Angeles County Division.

PASSED, APPROVED AND ADOPTED this 7th day of April, 2015.


John C. King, Mayor

ATTEST:


Mary Lou Walezak, City Clerk

APPROVED AS TO FORM:


Elizabeth Hull, City Attorney



This is to certify that the foregoing is a true and correct copy of the original document.

Signed: Nicole Alvarez
Date: 10/12/15
City Clerk's Office, Covina, California

CERTIFICATION

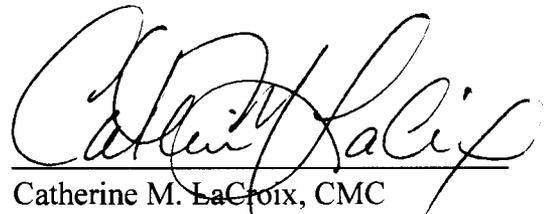
I, Catherine M. LaCroix, Chief Deputy City Clerk of the City of Covina, California, do hereby certify that the forgoing Resolution No. 15-7344 was introduced and adopted by the Covina City Council at a regular meeting thereof held on the 7th day of April, 2015, by the following vote of the Council:

AYES: ALLEN, DELACH, KING, MARQUEZ, STAPLETOWN

NOES: NONE

ABSENT: NONE

ABSTAIN: NONE


Catherine M. LaCroix, CMC
Chief Deputy City Clerk

