

## Table of Contents

Agenda . . . . .	3
CC 1. City Council to approve the minutes from the August 12, 2015 Special meeting of the City Council/Successor Agency to the Covina Redevelopment Agency/Public Financing Authority. Minutes of August 12, 2015. . . . .	8
CC 2. City Council to approve the minutes from the August 18, 2015 Special meeting of the City Council/Successor Agency to the Covina Redevelopment Agency/Public Financing Authority. Minutes of August 18, 2015. . . . .	12
CC 3. City Council to approve the payment of demands in the amount of \$2,091,155.88. Payment of Demands. . . . .	16
CC 4. Successor Agency to the Redevelopment Agency to receive payment of demands in the amount of \$7,538.59. Receipt of Payment of Demands . . . . .	24
CC 5. City Council to adopt Resolution No. 15-7388 urging the State to provide new sustainable funding for State and Local Transportation Infrastructure and authorize the City Manager to join the “Fix Our Roads” Coalition on behalf of the City of Covina as requested by the League of California Cities. Resolution No. 15-7388. . . . .	28
CC 6. City Council to authorize execution of Professional Services Agreement with RKA Consulting Group for City Engineering Services and adoption of Resolution No. 15-7386 appropriating \$22,621 in available Proposition C Fund balance to the Fiscal Year 2015-16 budget and allocating the funds to the intersection of Workman Street and Hollenbeck Avenue – Project T-1407 for Contract Administration and Inspection Services. Resolution No. 15-7386. . . . .	50
CC 7. City Council to approve First Amendment to the Maintenance Services Agreement with Christian Brothers Mechanical Services for City-owned and operated HVAC systems to remove the Police Department HVAC system from the contract’s scope of services, and authorize City Manager to execute two-year contract extension. Agreement Christian Brothers Mechanical Services . . . . .	120
PH 1. City Council conduct a public hearing to consider Ordinance No. 15-2042, Application Zoning Code Amendment (ZCA) 15-001, a request to amend Section 17.04.414.5 of Chapter 17.04 to Title 17 (Zoning Ordinance) of the Covina Municipal Code to amend the definition of a medical marijuana dispensary. Ordinance No. 15-2042. . . . .	128
NB 1. City Council to introduce and hold first reading 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 of residential swimming pools or outdoor spas. Ordinance No. 15-2039. . . . .	152

NB 2.City Council to introduce, waive further reading and consider adopting Interim Urgency Ordinance No. 15-2040, establishing a 45-day moratorium on issuing any new dance and entertainment permits for 45 days.

Urgency Ordinance No. 2015-2040 . . . . . 180

NB 3.City Council to adopt Resolution No. 15-7389 establishing the City's Mission Statement, Vision Statement, City Slogan, Core Values, and Core Strategies for FY 2015-16.

Resolution No. 15-7389 . . . . . 188



**REGULAR MEETING AGENDA**  
125 E. College Street, Covina, California  
Council Chamber of City Hall  
Tuesday, September 1, 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 Chairperson Stapleton and Mayor/Chairperson 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

**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 Chairperson Stapleton and Mayor/Chairperson King

**PLEDGE OF ALLEGIANCE**

Led by Council Member Allen

**INVOCATION**

Given by Covina Police Chaplain Venegas

**PRESENTATIONS**

Recognition: Charter Oak Girls Softball Team

**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 the minutes from the August 12, 2015 Special meeting of the City Council/Successor Agency to the Covina Redevelopment Agency/Public Financing Authority.

*Report: [Minutes of August 12, 2015](#)*

CC 2. City Council to approve the minutes from the August 18, 2015 Special meeting of the City Council/Successor Agency to the Covina Redevelopment Agency/Public Financing Authority.

*Report: [Minutes of August 18, 2015](#)*

CC 3. City Council to approve the payment of demands in the amount of \$2,091,155.88.

*Report: [Payment of Demands](#)*

CC 4. Successor Agency to the Redevelopment Agency to receive payment of demands in the amount of \$7,538.59.

*Report: [Receipt of Payment of Demands](#)*

CC 5. City Council to adopt **Resolution No. 15-7388** urging the State to provide new sustainable funding for State and Local Transportation Infrastructure and authorize the City Manager to join the “Fix Our Roads” Coalition on behalf of the City of Covina as requested by the League of California Cities.

*Report: [Resolution No. 15-7388](#)*

CC 6. City Council to authorize execution of Professional Services Agreement with RKA Consulting Group for City Engineering Services and adoption of **Resolution No. 15-7386** appropriating \$22,621 in available Proposition C Fund balance to the Fiscal Year 2015-16 budget and allocating the funds to the intersection of Workman Street and Hollenbeck Avenue – Project T-1407 for Contract Administration and Inspection Services.

*Report: [Resolution No. 15-7386](#)*

CC 7. City Council to approve First Amendment to the Maintenance Services Agreement with Christian Brothers Mechanical Services for City-owned and operated HVAC systems to remove the Police Department HVAC system from the contract’s scope of services, and authorize City Manager to execute two-year contract extension.

*Report: [Agreement Christian Brothers Mechanical Services](#)*

## PUBLIC HEARING

PH 1. City Council conduct a public hearing to consider **Ordinance No. 15-2042**, Application Zoning Code Amendment (ZCA) 15-001, a request to amend Section 17.04.414.5 of Chapter 17.04 to Title 17 (Zoning Ordinance) of the Covina Municipal Code to amend the definition of a medical marijuana dispensary.

Staff Recommendation:

- 1) City Council to open the public hearing and receive public testimony;
- 2) Close the public hearing; and
- 3) Introduce and waive further reading of **Ordinance No. 15-2042**, amending the definition of a medical marijuana dispensary.

*Report: [Ordinance No. 15-2042](#)*

## CONTINUED BUSINESS

No matters scheduled.

## NEW BUSINESS

NB 1. City Council to introduce and hold first reading 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 of residential swimming pools or outdoor spas.

Staff Recommendation:

- 1) City Council to introduce, hold first reading by title only and waive further reading of **Ordinance No. 15-2039**;
- 2) Authorize staff to schedule second reading of the ordinance at the City Council meeting of September 15, 2015;
- 3) Direct the Departments of Community Development and Public Works to allow the re-filling of existing and initial filling of new residential swimming pools or outdoor spas with potable water during the period Ordinance No. 15-2039 is going through the second reading and thirty day posting requirement; and
- 4) Direct the Department of Public Works to initiate public outreach on pool and spa water savings tips and investigate other pool and spa-related water conservation measures for possible future inclusion in the Water Conservation Ordinance.

*Report: [Ordinance No. 15-2039](#)*

NB 2. City Council to introduce, waive further reading and consider adopting **Interim Urgency Ordinance No. 15-2040**, establishing a 45-day moratorium on issuing any new dance and entertainment permits for 45 days.

Staff Recommendation:

- 1) City Council to adopt **Interim Urgency Ordinance No. 15-2040**, establishing a 45-day moratorium on issuing any new dance and entertainment permits; and
- 2) City Council direct staff to study revisions to the City's existing zoning regulations to address dance and entertainment permits.

*Report: [Urgency Ordinance No. 2015-2040](#)*

- NB 3. City Council to adopt **Resolution No. 15-7389**, establishing the City's Mission Statement, Vision Statement, City Slogan, Core Values, and Core Strategies for FY 2015-16.

*Report: [Resolution No. 15-7389](#)*

## **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, September 15, 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, September 1, 2015** meeting was posted on **Thursday, August 27, 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.**

**DRAFT**



**MINUTES OF THE AUGUST 12, 2015 SPECIAL MEETING OF THE COVINA CITY COUNCIL/SUCCESSOR AGENCY TO THE COVINA REDEVELOPMENT AGENCY /COVINA PUBLIC FINANCING AUTHORITY/COVINA HOUSING AUTHORITY HELD AT THE COVINA CENTER FOR THE PERFORMING ARTS 104 N. CITRUS AVENUE, COVINA, CALIFORNIA**

**CALL TO ORDER**

Mayor King called the Strategic Visioning Workshop to order at 3:10 p.m.

**ROLL CALL**

**Council Members Present:** Allen, Delach, Marquez, Stapleton, King

**Council Members Absent:** None

**Elected Members Present:** None

**Staff Members Present:** City Manager Miller, Police Chief Raney, Human Resources Director Tellez, Interim Finance Director Michicoff, Community Development Director Lee, Community Development Consultant Fong, Parks and Recreation/Library Director Hall-McGrade, Public Works Director Foster, City Planner Carter, and Chief Deputy City Clerk Leach.

**PUBLIC COMMENTS**

Dennis Jin addressed Council regarding the Ygrene Works PACE program. He stated that Ygrene provides energy saving programs for residential and commercial buildings.

Daniel Chavez, LACUSC Medical Center, addressed Council regarding the “Light the Night Walk” which supports Leukemia & Lymphoma Society taking place on October 10, 2015, at the Nokia Center.

**COUNCIL/AGENCY/AUTHORITY COMMENTS**

Council Member Marquez indicated that he reached out to Covina residents on his Facebook page asking for comments. He received 63 responses and provided a printout of a document containing all the comments in a cloud format.

Council expressed their excitement about participating in the upcoming sessions.

## CITY MANAGER COMMENTS

City Manager Miller thanked Jean Adair and staff for the great set-up and for providing refreshments. She also introduced Bill Kelly of Kelly and Associates and Barry Foster of HdL Companies who would be making presentations at the sessions, and City Attorney Craig Steele.

Bill Kelly also introduced Lloyd deLlamas, former City Manager and Partner HdL Companies.

## NEW BUSINESS

### **NB 1.** Strategic Visioning Workshop

Bill Kelly of Kelly Associates Management Group provided Council with information regarding the workshop. Following which the City Council and Executive Staff discussed and strategized on the near-term and mid-range term goals, vision and objectives for key development related issues in the City of Covina. Elements of the workshop included the following:

- Group Communication exercise;
- Discussion of Strengths, Weakness, Opportunities and Threats;
- Review and discussion of the City's development code and entitlement process;
- Overview of the City's fiscal health;
- Review of the City's infrastructure and land assets;
- Overview of the City's socioeconomics and demographic profiles;
- Discussion of the City's regional and community image; and,
- Review of short and mid-term opportunities.

Prior to adjournment, Mr. Kelly provided Council with an outline of what would be discussed at the meeting of Tuesday, August 18, 2015.

City Manager Miller provided a handout which included the City of Covina Mission Statement, Five-Year Vision Statement, Core Values, Three Year Goals (2012-2015), and Core Strategies. She stated that those items would be discussed at the next meeting. She added that these sessions are intended to ensure there is alignment in the City Council's vision and expectation, built upon the city's strengths and opportunities, positioning the city to take advantage of opportunities and make Covina a great place to live, work and invest.

## ADJOURNMENT

At 6:04 p.m. the Strategic Planning Session of the Covina City Council/Successor Agency to the Covina Redevelopment Agency/Covina Public Finance Authority/Covina Housing Authority adjourned to **Tuesday, August 18, 2015 at 3 p.m. at the Covina Center for the Performing Arts, 104 N. Citrus Avenue, Covina.** The next regular meeting of the Council/Agency/Authority is scheduled for **Tuesday, August 18, 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:

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Evelyn Leach, MMC  
Interim Chief Deputy City Clerk

Approved this 1st day of September 2015:

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John C. King, Mayor/Chairperson

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**DRAFT**



**MINUTES OF THE AUGUST 18, 2015 SPECIAL MEETING OF THE COVINA CITY COUNCIL/SUCCESSOR AGENCY TO THE COVINA REDEVELOPMENT AGENCY /COVINA PUBLIC FINANCING AUTHORITY/COVINA HOUSING AUTHORITY HELD AT THE COVINA CENTER FOR THE PERFORMING ARTS 104 N. CITRUS AVENUE, COVINA, CALIFORNIA**

Mayor King called the Strategic Visioning Workshop to order at 3:07 p.m.

**ROLL CALL**

**Council Members Present:** Allen, Delach, Marquez, Stapleton, King

**Council Members Absent:** None

**Elected Members Present:** None

**Staff Members Present:** City Manager Miller, Police Chief Raney, Police Captain Dave Povero, Human Resources Director Tellez, Interim Finance Director Michicoff, Community Development Director Lee, Community Development Consultant Fong, Parks and Recreation/Library Director Hall-McGrade, Public Works Director Foster, City Planner Carter, and Chief Deputy City Clerk Leach.

**PUBLIC COMMENTS** - None

**COUNCIL/AGENCY/AUTHORITY COMMENTS** – None

**CITY MANAGER COMMENTS**

City Manager Miller provided an overview of the discussion that took place at the last meeting. She also mentioned that the first edition of the City of Covina newsletter publication - “Covina Today” - will be published mid-September.

Discussion followed regarding providing informational inserts with water bills to provide residents with current information regarding city related items of interest.

Mr. Kelly provided a handout of birth order ranking which was one of the exercises discussed at the last meeting. He encouraged Council and staff to refer to this document to assist in understanding the different personality types of the people in your work environment.

## **NEW BUSINESS**

### **NEW BUSINESS – Continued from August 12, 2015**

#### **NB 1. Strategic Visioning Workshop.**

Bill Kelly of Kelly Associates Management Group provided City Council and executive staff with an overview of items to be discussed at this meeting, as follows:

- What is Economic Development?
- Community Profile
- Covina's Strengths / Opportunities and Weaknesses / Challenges
- Consumer Demand / Market Supply
- Void Analysis
- Opportunity Areas
- Development Services
- Infrastructure
- Brand Development and Marketing
- Formulate a 2-3 year Economic Development Action Plan

Following questions and discussion, Mr. Kelly requested Council consider the following:  
City of Covina –

- 1) Mission Statement;
- 2) Slogan;
- 3) Vision statement,
- 4) Core values and
- 5) Core strategies

Following considerable debate and discussion, Council provided staff with their recommendations on the items listed above and adopted revised versions of the items presented. Staff will return to Council with a Resolution further reiterating the adoption of the items at a future meeting. A two to three year economic development action plan will be created and presented to Council at a future meeting.

In closing Council expressed their appreciation to Retha Champion, Jean Adair and staff for use of the Covina Center for the Performing Arts conference facility. In addition, Council expressed appreciation to the City Manager and staff for their hard work in preparation for this event. Council also shared their excitement about moving forward with the issues that were brought forward.

City Manager Miller thanked everyone for their participation indicating she appreciated everything that was shared and also thanked Retha Champion, Jean Adair and staff for the great venue. She added that she is looking forward to another meeting in the near future.

**ADJOURNMENT**

At 5:58 p.m., the Covina City Council/Successor Agency to the Covina Redevelopment Agency/Covina Public Financing Authority/Covina Housing Authority adjourned to its next regular meeting of the Council/Agency/Authority on **Tuesday, August 18, 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:

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Evelyn C Leach, MMC  
Interim Chief Deputy City Clerk

Approved this 1st day of September 2015:

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John C. King, Mayor/Chairperson

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**CITY OF COVINA**  
**AGENDA ITEM COMMENTARY**

**MEETING DATE** September 1, 2015

**ITEM NO. CC 3**

**STAFF SOURCE** John Michicoff, Interim Finance Director

**ITEM TITLE** Payment of Demands

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**STAFF RECOMMENDATION**

Approve Payment of Demands in the amount of **\$2,091,155.88**

**FISCAL IMPACT**

Sufficient funding is available and the related costs are included in the Fiscal Year 14/15 and 15/16 Adopted Budgets.

**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>
<b>ACCOUNTS PAYABLE WARRANTS</b>		
July 31 - August 13	Wires/EFTs 4998-5005	\$40,627.22
	Checks 75714-75919	\$1,394,558.93
<b>PAYROLL</b>		
Aug 13, 2015 Gross Payroll & Taxes		\$635,595.72
<b>VOIDS</b>		
July 31 - August 13	7/21/15 75469	(\$22.48)
<b>WORKERS COMPENSATION</b>		
Aug 4, 2015		\$8,757.05
Aug 6, 2015		\$4,333.28
Aug 14, 2015		\$7,306.16
	<b>GRAND TOTAL:</b>	<b>\$2,091,155.88</b>

**EXHIBITS**

A. Accounts Payable Register

Respectfully submitted,

John Michicoff, Interim Finance Director  
Finance

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 7/31/15 – 8/13/15; Payroll for 8/13/15; and Workers Compensation for 8/04/15, 8/06/15, and 8/14/15; 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 1st day of September, 2015

  
\_\_\_\_\_

CITY OF COVINA  
Check Register  
JULY 30 - AUGUST 13, 2015

Check #	Check Date	Vendor	Name	Amount
4998	08/03/2015	1405	ICMA RETIREMENT	6,300.00
4999	08/03/2015	4003	MidAmerica	5,204.65
5000	08/03/2015	2033	NATIONWIDE RETI	11,350.00
5001	08/13/2015	4160	ICMA	165.00
5002	08/13/2015	1405	ICMA RETIREMENT	4,740.87
5003	08/13/2015	4003	MidAmerica	5,051.32
5004	08/13/2015	2033	NATIONWIDE RETI	7,065.38
5005	08/13/2015	4223	ZUMWALT, KRISTI	750.00
			<b>subtotal EFT/wires</b>	<b>\$40,627.22</b>
75714	08/03/2015	487	CalPERS	18,633.35
75715	08/03/2015	2234	void	0.00
75716	08/10/2015	283	BANK OF THE WES	656.91
75717	08/10/2015	771	COVINA IRRIGATI	1,000.00
75718	08/10/2015	4237	void	0.00
75719	08/10/2015	3659	JMDIAZ	8,674.50
75720	08/10/2015	99999	JOE WILKINS	822.00
75721	08/10/2015	99999	JOE WILKINS	8,136.31
75722	08/10/2015	2755	STETSON ENGINEE	2,189.53
75723	08/10/2015	219	AT&T	33.44
75724	08/10/2015	221	AT&T MOBILITY	39.20
75725	08/10/2015	248	AYCOCK, RICHARD	62.50
75726	08/10/2015	251	AYRES HOTEL	404.49
75727	08/10/2015	254	AZUSA LIGHT & W	1,809.99
75728	08/10/2015	277	BANC OF AMERICA	231,113.81
75729	08/10/2015	676	CLEARs	50.00
75730	08/10/2015	829	CURLEY, JOHN	562.50
75731	08/10/2015	859	DAVIS, RYAN	62.50
75732	08/10/2015	970	EDISON CO	48,873.12
75733	08/10/2015	1204	GOLDEN STATE WA	236.44
75734	08/10/2015	4319	GUERRERO, ESTEL	150.00
75735	08/10/2015	3251	HANSON INVESTIG	766.58
75736	08/10/2015	1428	INGRAM DIST GRO	47.59
75737	08/10/2015	1449	IRVINE MARRIOTT	1,117.25
75738	08/10/2015	3573	JEANNETTE BAAS	62.50
75739	08/10/2015	1556	KERNS, JASON	107.60
75740	08/10/2015	3987	KYOCERA DOCUMEN	2,080.34
75741	08/10/2015	1610	LA CNTY DEPT OF	26.00
75742	08/10/2015	1622	LA FRAMING WHOL	303.45
75743	08/10/2015	1809	MARRIOTT	447.15
75744	08/10/2015	3752	MR APPLIANCE	290.45
75745	08/10/2015	3998	NEWPORT BEACH M	4,972.38
75746	08/10/2015	2104	OFFICE DEPOT	49.21
75747	08/10/2015	99999	ADRIANA MARTINEZ	150.95

CITY OF COVINA  
 Check Register  
 JULY 30 - AUGUST 13, 2015

75748	08/10/2015	99999	ANGELICA BAUTISTA MENDEZ	30.00
75749	08/10/2015	99999	ARTURO OLIVARES	25.00
75750	08/10/2015	99999	BYROM-DAVEY INC	539.34
75751	08/10/2015	99999	CAROL FORBUSH	76.22
75752	08/10/2015	99999	CATHRYN WECHSLER	74.59
75753	08/10/2015	99999	CHARITY CARRERA	45.00
75754	08/10/2015	99999	DEBBIE ESTRADA	45.00
75755	08/10/2015	99999	EDNA SOLANA	80.21
75756	08/10/2015	99999	FRANCOISE ROSERO	45.00
75757	08/10/2015	99999	GSQUARE TECHNOLOGY GROUP INC	43.33
75758	08/10/2015	99999	IRENE CISNEROS	404.00
75759	08/10/2015	99999	JAMES KNOX	62.50
75760	08/10/2015	99999	JARED & CRYSTAL BUELNA	51.51
75761	08/10/2015	99999	MEAGAN CZUBEK	45.00
75762	08/10/2015	99999	Narknudda Kasemsanta	224.32
75763	08/10/2015	99999	ROBERT NELO	45.00
75764	08/10/2015	99999	ROSLYN RAMIREZ	75.00
75765	08/10/2015	99999	SUNIL ABEYASINGHE	45.00
75766	08/10/2015	99999	VERNA BLACKARD	17.00
75767	08/10/2015	99999	WEST COVINA WHOLESALE ROOFING	19.76
75768	08/10/2015	2129	ORANGE COUNTY S	55.00
75769	08/10/2015	4177	PETTY CASH	350.13
75770	08/10/2015	2415	REPUBLIC MASTER	274.58
75771	08/10/2015	2447	RIVERSIDE CNTY	68.00
75772	08/10/2015	2534	SAN BERNARDINO	960.00
75773	08/10/2015	2616	SGV COUNCIL OF	20,558.00
75774	08/10/2015	4105	SPILLMAN TECHNO	3,190.00
75775	08/10/2015	2926	TYLER TECHNOLOG	51,308.26
75776	08/10/2015	2999	VERIZON CALIFOR	304.97
75777	08/10/2015	3001	VERIZON WIRELES	752.09
75778	08/10/2015	3042	WARD, SHERYL	62.50
75779	08/10/2015	3058	WEBSTER, DEREK	50.50
75780	08/10/2015	3134	XEROX CORPORATI	646.84
75781	08/10/2015	3159	ZUMWALT, JOHN	127.50
75782	08/13/2015	341	BEST BEST & KRI	88,604.89
75783	08/13/2015	586	CDCE INC	125,410.98
75784	08/13/2015	4237	HILLCREST CONTR	6,568.41
75785	08/13/2015	4237	HILLCREST CONTR	124,799.79
75786	08/13/2015	1612	LA CNTY DEPT OF	21,634.28
75787	08/13/2015	3843	MOSS, LEVY & HA	20,000.00
75788	08/13/2015	3	12 MILES OUT.CO	1,200.00
75789	08/13/2015	26	ABSOLUTE SECURI	6,354.72
75790	08/13/2015	32	ACE-1 AUTO SERV	335.10
75791	08/13/2015	4209	ADLERHORST INTE	55.48

CITY OF COVINA  
 Check Register  
 JULY 30 - AUGUST 13, 2015

75792	08/13/2015	51	ADVANCED BATTER	486.69
75793	08/13/2015	84	AIRGAS-WEST	213.30
75794	08/13/2015	84	AIRGAS-WEST	89.71
75795	08/13/2015	125	ALLIANCE BUS LI	394.99
75796	08/13/2015	3789	AMAZON LLC	379.43
75797	08/13/2015	4333	ANAHEIM MARRIOT	280.90
75798	08/13/2015	219	AT&T	728.80
75799	08/13/2015	219	AT&T	33.67
75800	08/13/2015	219	AT&T	33.67
75801	08/13/2015	219	AT&T	33.67
75802	08/13/2015	255	AZUSA PLUMBING	125.03
75803	08/13/2015	277	BANC OF AMERICA	11,772.22
75804	08/13/2015	283	BANK OF THE WES	8,728.93
75805	08/13/2015	333	BERLITZ	50.00
75806	08/13/2015	3771	BLACK & WHITE E	65.00
75807	08/13/2015	411	BRODART CO	229.70
75808	08/13/2015	430	BUILDING ELECTR	75.00
75809	08/13/2015	455	CA LIBRARY ASSO	40.00
75810	08/13/2015	475	CALIBER POOL AN	3,007.59
75811	08/13/2015	536	CARQUEST AUTO P	476.33
75812	08/13/2015	600	CERTIFIED UNDER	653.04
75813	08/13/2015	634	CHEVRON PRODUCT	371.83
75814	08/13/2015	649	CINTAS CORP #69	308.82
75815	08/13/2015	700	COLLEY FORD	250.01
75816	08/13/2015	749	COUNSELING TEAM	300.00
75817	08/13/2015	4315	DANIEL VASQUEZ	175.00
75818	08/13/2015	880	DEMCO INC	57.08
75819	08/13/2015	3701	DEPARTMENT OF J	720.00
75820	08/13/2015	894	DF POLYGRAPH	150.00
75821	08/13/2015	896	DH MAINTENANCE	7,164.56
75822	08/13/2015	4292	DUDEK	9,003.70
75823	08/13/2015	970	EDISON CO	59,233.18
75824	08/13/2015	3911	FACTORY MOTOR P	73.64
75825	08/13/2015	1055	FEDEX	90.47
75826	08/13/2015	1075	FLEET SERVICES	77.64
75827	08/13/2015	1089	FOOTHILL PRESBY	113.23
75828	08/13/2015	1092	FORENSIC NURSE	690.00
75829	08/13/2015	3800	GARVEY EQUIPMEN	119.28
75830	08/13/2015	3300	General Petrole	1,616.57
75831	08/13/2015	1198	GLOBALSTAR LLC	53.18
75832	08/13/2015	1235	GRAINGER	984.64
75833	08/13/2015	1247	GREAT WEST LIFE	892.31
75834	08/13/2015	1251	GREENS LOCK AND	30.30
75835	08/13/2015	1275	HAAKER EQUIPMEN	2,826.25

CITY OF COVINA  
 Check Register  
 JULY 30 - AUGUST 13, 2015

75836	08/13/2015	1320	HEAVISIDE, MART	43.50
75837	08/13/2015	1420	INDEPENDENT CIT	2,084.00
75838	08/13/2015	3854	IPC INC.	16,100.41
75839	08/13/2015	3823	JEEPERS CREEPER	185.00
75840	08/13/2015	1531	JW LOCK CO INC	116.68
75841	08/13/2015	1622	LA FRAMING WHOL	245.90
75842	08/13/2015	1663	LAW ENFORCEMENT	165.00
75843	08/13/2015	1691	LEVEL 3 COMMUNI	1,164.29
75844	08/13/2015	1707	LIEBERT CASSIDY	2,790.00
75845	08/13/2015	1712	LIGHTHOUSE INC,	222.91
75846	08/13/2015	1924	MILLERS & ISHAM	275.00
75847	08/13/2015	1933	MISSION LINEN S	183.27
75848	08/13/2015	3998	NEWPORT BEACH M	548.46
75849	08/13/2015	3998	NEWPORT BEACH M	548.56
75850	08/13/2015	3998	NEWPORT BEACH M	548.56
75851	08/13/2015	4201	OFFICE TEAM	1,771.80
75852	08/13/2015	4181	ONE STOP BODY S	2,135.56
75853	08/13/2015	99999	ANDY ZEPEDA	44.61
75854	08/13/2015	99999	ANGELA LITTLEFIELD	70.97
75855	08/13/2015	99999	CHRISTEN GRELLING	79.20
75856	08/13/2015	99999	CLAUDIA GRANIELLO	130.00
75857	08/13/2015	99999	LORRIE LOSORELLI	69.42
75858	08/13/2015	99999	MARIO ESTRADA	17.13
75859	08/13/2015	99999	MAURICIO AVELAR	300.76
75860	08/13/2015	99999	MOHAMMAD REZAMAND	27.37
75861	08/13/2015	99999	NANCY CHOW	5.25
75862	08/13/2015	99999	PHILLIS WENG	300.00
75863	08/13/2015	99999	REGINA CORSARO	51.85
75864	08/13/2015	99999	REYNALDO CORRALES	35.44
75865	08/13/2015	99999	RICHARD FLOOD	32.00
75866	08/13/2015	99999	SANDY TOLAND	39.77
75867	08/13/2015	99999	XIUWEI YU	44.33
75868	08/13/2015	2204	PASADENA, CITY	153.00
75869	08/13/2015	2238	PEST OPTIONS IN	190.00
75870	08/13/2015	2243	PETERSON, GREGG	24.00
75871	08/13/2015	2309	PROFESSIONAL AC	538.00
75872	08/13/2015	2335	PYRO-COMM SYSTE	135.00
75873	08/13/2015	2345	QUILL	221.06
75874	08/13/2015	4101	RANCHO JANITORI	506.25
75875	08/13/2015	2403	REGAN, DAN	51.00
75876	08/13/2015	2426	REYNOLDS BUICK	66.60
75877	08/13/2015	2466	RODRIGUEZ, DAVI	70.44
75878	08/13/2015	2480	ROMO PLANNING G	517.50
75879	08/13/2015	3984	ROXXI STUDIOS	1,941.50

CITY OF COVINA  
 Check Register  
 JULY 30 - AUGUST 13, 2015

75880	08/13/2015	2705	SOUTH COAST AQM	467.98
75881	08/13/2015	2713	SOUTHERN CA EDI	10,000.00
75882	08/13/2015	2715	SOUTHERN CA TRA	34.86
75883	08/13/2015	2716	SOUTHERN CALIFO	2,854.00
75884	08/13/2015	4129	TIFFANY'S CATER	238.00
75885	08/13/2015	2855	TIME WARNER CAB	557.51
75886	08/13/2015	3185	TOSHIBA FINANCI	1,872.31
75887	08/13/2015	2903	TRI-XECUTEX COR	80.00
75888	08/13/2015	2898	TRIANGLE TRUCK	59.51
75889	08/13/2015	2922	TURNER, JOSHUA	70.44
75890	08/13/2015	2942	UNITED SITE SER	135.30
75891	08/13/2015	2954	URBAN GRAFFITI	3,028.36
75892	08/13/2015	2995	VENTEK INTERNAT	5,190.00
75893	08/13/2015	2999	VERIZON CALIFOR	2,197.48
75894	08/13/2015	3001	VERIZON WIRELES	3,079.71
75895	08/13/2015	3004	VICTORY EXTERMI	25.00
75896	08/13/2015	3043	WARREN DISTRIBU	374.72
75897	08/13/2015	3137	Y TIRE SALES	60.93
75898	08/13/2015	3159	ZUMWALT, JOHN	70.44
75899	08/13/2015	2234	PERS	165,413.28
75900	08/13/2015	68	AFLAC	4,136.51
75901	08/13/2015	69	AFSCME	700.00
75902	08/13/2015	487	CalPERS	59,203.59
75903	08/13/2015	3846	CLEA	490.00
75904	08/13/2015	3846	CLEA	110.25
75905	08/13/2015	775	COVINA POLICE A	2,850.00
75906	08/13/2015	789	COVINA-FSA, CIT	1,217.53
75907	08/13/2015	878	DELTA DENTAL OF	7,870.29
75908	08/13/2015	1106	FRANCHISE TAX B	250.00
75909	08/13/2015	1247	GREAT WEST LIFE	5,218.72
75910	08/13/2015	3795	LEGAL SHIELD	308.46
75911	08/13/2015	2234	PERS	153,449.18
75912	08/13/2015	2234	PERS	38.66
75913	08/13/2015	2235	PERS LONG TERM	210.00
75914	08/13/2015	4230	SOCIAL SECURITY	200.97
75915	08/13/2015	2946	UNITED WAY OF G	17.50
75916	08/13/2015	3014	VISION SERVICE	808.80
75917	08/13/2015	4255	VOYA FINANCIAL	3,902.10
75918	08/13/2015	3764	WAGeworks	32.00
75919	08/13/2015	3045	WASHINGTON NATI	146.99

cont.

CITY OF COVINA  
Check Register  
JULY 30 - AUGUST 13, 2015

<i>subtotal checks</i>	<b>\$1,394,558.93</b>
<i>subtotal payroll</i>	<b>\$635,595.72</b>
<i>subtotal voids</i>	<b>(\$22.48)</b>
<i>subtotal Worker's Compensation</i>	<b>\$20,396.49</b>
<b>TOTAL checks/EFTs</b>	<b>\$2,091,155.88</b>



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 7/31/15 – 8/13/15 and Payroll for 8/13/15; 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 1st day of September, 2015



SUCCESSOR AGENCY TO THE  
COVINA REDEVELOPMENT AGENCY

Check Register

JULY 31 - AUG 13, 2015

<b>Check #</b>	<b>Check Date</b>	<b>Vendor</b>	<b>Name</b>	<b>Amount</b>
1216	08/10/2015	970	EDISON CO	229.68
1217	08/10/2015	1156	GAS COMPANY, TH	23.01
1218	08/10/2015	2942	UNITED SITE SER	68.17
			<i>subtotal checks</i>	<b>\$320.86</b>
			<i>subtotal Payroll</i>	<b>\$7,217.73</b>
			<b>TOTAL CHECKS/EFT's/PAYROLL</b>	<b>\$7,538.59</b>

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**CITY OF COVINA**  
**AGENDA ITEM COMMENTARY**

**MEETING DATE**    September 1, 2015

**ITEM NO. CC 5**

**STAFF SOURCE**    Siobhan Foster, Director of Public Works

**ITEM TITLE**        **Adoption of Resolution No. 15-7388 Urging State to Provide New Sustainable Funding for State and Local Transportation Infrastructure and Authorize City Manager to Join “Fix Our Roads” Coalition on Behalf of City of Covina As Requested by League of California Cities**

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**STAFF RECOMMENDATION**

- 1) Adopt **Resolution No. 15-7388** urging the state to provide new sustainable funding for state and local transportation infrastructure; and
- 2) Authorize the City Manager to join the “Fix Our Roads” coalition on behalf of the City of Covina as requested by the League of California Cities.

**FISCAL IMPACT**

There is no fiscal impact associated with the adoption of Resolution No. 15-7388 and joining the “Fix Our Roads” coalition.

**BACKGROUND**

The League of California Cities undertook a comprehensive statewide study of California’s local street and roadway system in 2008 and continues to conduct the study biennially. The resulting *California Statewide Local Streets and Roads Needs Assessment 2014 Update* (Exhibit A), which surveyed all of California’s 58 counties and 482 cities in 2014 and captured data from more than 99 percent of the state’s local streets and roads, revealed sobering results.

The results show that California’s local streets and roads are on a path of marked decline. On a scale of zero (failed) to 100 (excellent), the statewide average pavement condition index (PCI) is 66, placing it in the “at risk” category where pavements will begin to deteriorate much more rapidly and require rehabilitation or reconstruction rather than more cost-effective preventative maintenance. The 2014 Los Angeles County PCI was also 66 with the results showing that Covina’s local streets have a statewide average PCI of between 61 and 70, placing Covina streets in the “At Lower Risk” category (Exhibits B and C).

Table 1 – Pavement Condition Index

Good (71 – 100)	At Higher Risk (50 – 60)
At Lower Risk (61 – 70)	Poor (0 – 49)

While an average pavement condition of 66 may seem just a few points shy of the “good” category, which has a PCI of 71 to 100, rapid pavement deterioration begins at this point in the pavement life cycle. If repairs are delayed, the costs of the proper treatment increase substantially.

The most cost-effective approach to pavement management is to preserve and maintain roads in good condition, rather than to allow continued pavement deterioration, which costs more to fix. The costs developed in the study are based on achieving a roadway pavement condition that the industry calls Best Management Practices (BMP). At this condition level, preventive maintenance treatments (slurry seals, chip seals, thin overlays) are most cost-effective. Preventive maintenance interferes less with the public’s mobility and commerce and is more environmentally friendly than rehabilitation and construction.

The importance of this approach is significant. As pavement conditions deteriorate, the cost to repair the pavement increases exponentially. According to the *California Statewide Local Streets and Roads Needs Assessment 2014 Update*, it costs twelve times less to maintain a BMP pavement compared to pavement that is at the end of its service life. Even a modest resurfacing is four times more expensive than maintenance of pavement in the BMP condition. Employing maintenance practices consistent with BMP, results in treating four to twelve times more road area for the same cost.

The study examines three funding scenarios to determine their impacts on the condition of city and county roads in California over the next decade.

1. **Existing funding levels of \$1.657 billion/year** – this is the current funding level available to cities and counties.
2. **Funding to maintain existing conditions (\$3.327 billion/year)** – this is the funding level required to maintain the pavement conditions at the current PCI of 66.
3. **Funding required to reach Best Management Practices (\$7.275 billion/year)** – the optimal scenario is to bring all pavements into a state of good repair within ten years so that best management practices can prevail. After this, it will only require \$2.4 billion per year to maintain the pavement at that level.

Table 2 – *California Statewide Local Streets and Roads Needs Assessment 2014 Update* – Funding Options

Scenarios	Annual Budget (\$B)	PCI in 2024	Condition Category	% Pavement in Failed Condition	% Pavements in Good Condition
Current Conditions	--	66	At Risk	6.2%	56.5%
1. Existing Funding	\$1.657	55	At Risk	24.5%	52.0%

Scenarios	Annual Budget (\$B)	PCI in 2024	Condition Category	% Pavement in Failed Condition	% Pavements in Good Condition
2. Maintain PCI = 66	\$3.328	66	At Risk	19.9%	77.3%
3. BMPs	\$7.275	84	Excellent	0.0%	100.0%

Current Issue

The City of Covina regularly relies on the League of California Cities to advocate on behalf of the City’s interests. As a result, when necessary, the City joins the League and other member cities to support or oppose proposed legislation that impacts the delivery of municipal services to City of Covina residents.

Following Governor Brown’s proclamation on June 16, 2015, calling for a special legislative session on transportation and infrastructure, both the California State Senate and Assembly held hearings regarding the current conditions of highways, streets, and roads and the current funding structure. In response to Governor Brown’s proclamation, the League’s Board of Directors adopted a resolution urging the Governor and legislature to provide new sustainable funding for state and local transportation infrastructure.

The Highway User Tax Account (HUTA), more commonly known as the State Gas Tax, is the largest funding source for cities and counties. The State Gas Tax is projected to decline due to decreasing gas consumption by fuel-efficient vehicles and the growth in the use of electric vehicles that do not pay gas tax for road maintenance. At the same time, cities and counties are assuming expanded maintenance responsibilities, such as compliance with the American Disabilities Act (ADA) in the form of curb ramps and sidewalk enhancements, which reduces the amount of funding available for pavements.

The League is working with the “Fix Our Roads” coalition that includes business, labor, and local government interests to advocate for critical infrastructure funding. The League is asking member cities to pass a resolution urging the Governor and Legislature to adopt the seven priorities outlined below for funding California’s streets and roads and join the “Fix Our Roads” coalition as soon as possible so that Legislators will have listed support from their districts when they return from their summer recess on August 17, 2015.

Table 3 – Solution: A responsible, accountable solution to fix our roads

- 1. Make a significant investment in transportation infrastructure** – any package should seek to raise at least \$6 billion annually and remain in place for at least ten years.
- 2. Focus on maintaining and rehabilitating the current system** – road pavement overlays, fixing unsafe bridges, providing safe access for bicyclists and pedestrians, replacing storm water culverts, and operational improvements.
- 3. Invest portion of diesel tax and/or cap & trade revenue to high-priority goods movement projects** – upgrade goods movement infrastructure that is essential to the state’s economic well-being and that will improve air quality and reduce greenhouse gas emissions.

4. **Raise revenues across a broad range of options** – reasonable increases in gasoline and diesel excise taxes and vehicle registration and vehicle license fees; dedicating a portion of the cap and trade revenue paid by motorists at the pump to transportation projects that reduce greenhouse gas emissions; ensuring transportation revenues are invested in transportation-related purposes (i.e., truck weight fees and fuel taxes for off-road vehicles that are currently diverted into general fund); and user charge for electric and other non-fossil fuel powered vehicles that currently do not contribute to road upkeep.
5. **Equal split between state and local projects** – revenue for roadway maintenance should be shared equally (50/50) between the state and cities and counties with funding to local governments provided directly (no intermediaries) to accelerate projects and ensure maximum accountability.
6. **Strong accountability requirements to protect the taxpayers' investment** – voters and taxpayers must be assured that all transportation revenues are spent responsibly.
7. **Provide consistent annual funding levels** – annual gas tax adjustment by Board of Equalization is creating extreme fluctuations in funding levels, including a \$900 million drop in this budget year. A transportation funding package should contain legislation that will create more consistent revenue projects and allow Caltrans and transportation agencies the certainty they need for longer term planning.

The “Fix Our Roads” Fact Sheet contained in Exhibit E explains the seven principles in detail.

The proposed \$6 billion annual transportation funding package split equally between the state and cities and counties would generate \$3 billion each year for cities and counties. If the cities and counties share is then divided equally between cities and counties with the resulting \$1.5 billion to cities allocated among cities on a population basis, the City of Covina’s annual share would be approximately \$2.27 million (Exhibit F). This funding could be used to help fund the multi-year pavement preservation program and other projects introduced to the City Council during the Strategic Planning Workshop on August 12, 2015.

#### **ALTERNATIVES**

At least one alternative is available to the City Council. The City Council may elect not to support the League of California Cities and “Fix Our Roads” coalition’s efforts to secure new sustainable funding for state and local transportation infrastructure. This approach may be injurious to Covina, as it may hinder efforts by the League and the coalition to lobby effectively for needed local transportation project funding.

#### **EXHIBITS**

- A. *California Statewide Local Streets and Roads Needs Assessment 2014 Update*, Executive Summary
- B. *California Statewide Local Streets and Roads Needs Assessment 2014 Update*, Table C.1 Preventative Needs by County
- C. *California Statewide Local Streets and Roads Needs Assessment 2014 Update*, Los Angeles County Graphic

- D. Resolution No. 15-7388
- E. "Fix Our Roads" Fact Sheet
- F. League of California Cities Proposed New Local Streets & Roads Funding

Respectfully submitted



Siobhan Foster/Director of Public Works  
Public Works Department

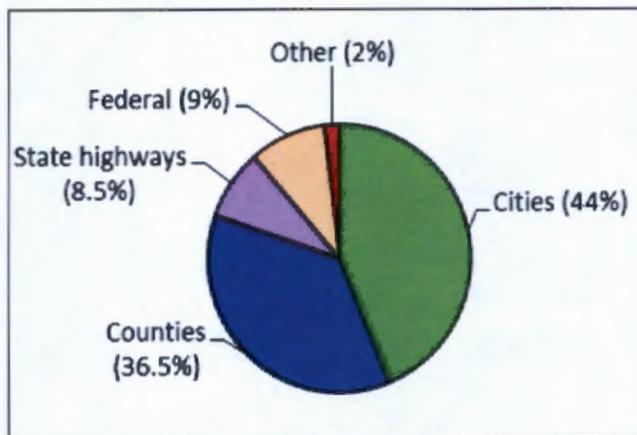
## Executive Summary

California’s local street and road system continues to be in crisis.

Every trip begins on a city street or county road. Whether traveling by bicycle, bus, rail, truck or family automobile, Californians need a reliable and well-maintained local street and road system. Unfortunately, these continue to be challenging times for our street and road system due to increased demand and unreliable funding. There is a significant focus on climate change and building sustainable communities, yet sustainable communities cannot function without a well-maintained local street and road system. The need for multi-modal opportunities on the local system has never been more essential. Every component of California’s transportation system is critical to providing a seamless, interconnected system that supports the traveling public and economic vitality throughout the state.

The first comprehensive statewide study of California’s local street and road system in 2008 provided critical analysis and information on the local transportation network’s condition and funding needs. Conducted biennially, the needs assessment provides another look at this vital component of the state’s transportation system and once again finds a significant funding shortfall.

The 2014 study sought answers to important questions: What are the current pavement conditions of local streets and roads? What will it cost to repair all streets and roads? What are the needs for the essential components to a functioning system? How large is the funding shortfall? What are the solutions?



Breakdown of Road Centerline Miles by Agency

Responsible for almost 81 percent of the state’s roads, cities and counties find this study of critical importance for several reasons. While federal and state governments’ regularly assess their system needs, no such data existed for the local component of the state’s transportation network prior to the initial study conducted in 2008. Historically, statewide transportation funding investment decisions have been made without local pavement condition data. This biennial assessment provides a critical piece in providing policy

makers with a more complete picture of California’s transportation system funding needs.

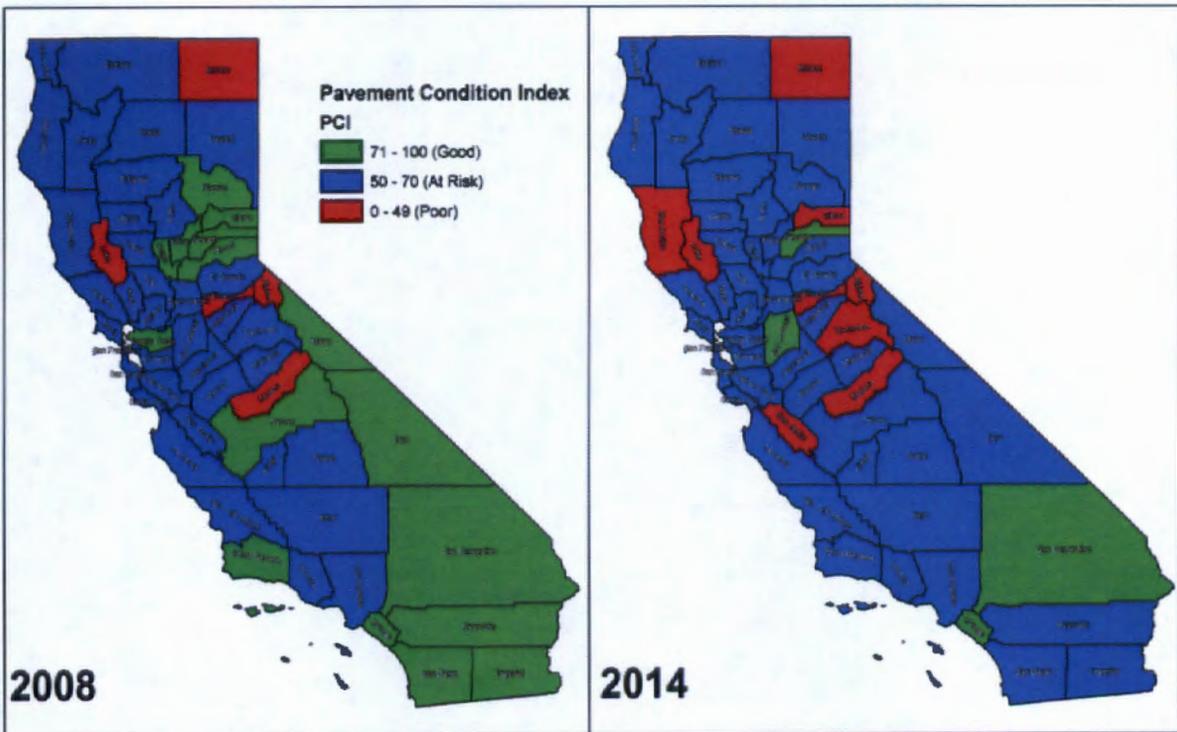
The goal is to use the results to educate policymakers at all levels of government about the infrastructure investments needed to provide California with a seamless, multi-modal transportation system. The findings provide a credible and defensible analysis to support a dedicated, stable funding source for maintaining the local system at an optimum level. The study also provides the rationale for

the most effective and efficient investment of public funds, potentially saving taxpayers from paying significantly more to fix local streets and roads into the future.

This update surveyed all of California’s 58 counties and 482 cities in 2014. The information captured data from more than 99 percent of the state’s local streets and roads – a level of participation that makes clear the local interest in addressing the growing problems of crumbling streets and roads.

**Pavements**

The conditions of California’s local streets and roads are rolling toward a cliff’s edge. On a scale of zero (failed) to 100 (excellent), the statewide average Pavement Condition Index (PCI) has deteriorated to 66 (“at risk” category) in 2014. Even more alarming, 54 of 58 counties are either at risk or have poor pavements (the maps below illustrate the average pavement deterioration that has resulted in each county since 2008). If current funding remains the same, the unfunded backlog will swell from \$40 billion to \$61 billion by 2024.



In order to use taxpayer money wisely, it makes more sense to preserve and maintain our roads in good condition, than to let them crumble further and cost more to fix. The costs developed in this study are based on achieving a roadway pavement condition that the industry calls Best Management Practices (BMP). At this condition level, preventive maintenance treatments (i.e., slurry seals, chip seals, thin overlays) are most cost-effective. Preventive maintenance interferes less with the public’s mobility and commerce and is more environmentally friendly than rehabilitation and reconstruction.

The importance of this approach is significant. As roadway pavement conditions deteriorate, the cost to repair them increases exponentially. For example, it costs twelve times less to maintain a BMP pavement compared to a pavement that is at the end of its service life. Even a modest resurfacing is four times more expensive than maintenance of a pavement in the BMP condition. Employing maintenance practices consistent with BMP, results in treating four to twelve times more road area for the same cost.

By bringing the roads to BMP conditions, cities and counties will be able to maintain streets and roads at the most cost-effective level. It is a goal that is not only optimal, but also necessary. This study examines three funding scenarios in order to determine their impacts on the condition of the roads over the next decade. Note that these are in constant 2014 dollars.

1. **Existing funding levels of \$1.657 billion/year** – this is the current funding level available to cities and counties.
2. **Funding to maintain existing conditions (\$3.328 billion/year)** – this is the funding level required to maintain the pavement conditions at its current PCI of 66.
3. **Funding required to reach Best Management Practices (\$7.275 billion/year)** – the optimal scenario is to bring all pavements into a state of good repair within ten years so that best management practices can prevail. After this, it will only require \$2.4 billion a year to maintain the pavements at that level.

Scenarios	Annual Budget (\$B)	PCI in 2024	Condition Category	% Pavements	
				in Failed Condition	in Good Condition
Current Conditions	-	66	At Risk	6.2%	56.5%
1. Existing Funding	\$ 1.657	55	At Risk	24.5%	52.0%
2. Maintain PCI = 66	\$ 3.328	66	At Risk	19.9%	77.3%
3. Best Mgmt. Practices	\$ 7.275	84	Excellent	0.0%	100.0%

**Essential Components**

The transportation network also includes essential safety and traffic components such as curb ramps, sidewalks, storm drains, streetlights and signals. These components will require \$31 billion to maintain over the next 10 years, yet there is an estimated funding shortfall of \$20.9 billion.

**Bridges**

Local bridges are also an integral part of the local streets and roads infrastructure. There are 11,863 local bridges in California. There is an estimated shortfall of \$1.3 billion to maintain the safety and integrity of the bridge infrastructure.

**Total Funding Shortfall**

The table below shows the total funding shortfall of \$78.3 billion (*constant 2014 dollars*) over the next 10 years. For comparison, the results from the previous updates are also included.

Transportation Asset	Needs (\$B)			2014		
	2008	2010	2012	Needs	Funding	Shortfall
Pavement	\$ 67.6	\$ 70.5	\$ 72.4	\$ 72.7	\$ 16.6	\$ (56.1)
Essential Components	\$ 32.1	\$ 29.0	\$ 30.5	\$ 31.0	\$ 10.1	\$ (20.9)
Bridges	-	\$ 3.3	\$ 4.3	\$ 4.3	\$ 3.0	\$ (1.3)
Totals	\$ 99.7	\$102.8	\$ 107.2	\$ 108.0	\$ 29.7	\$ (78.3)

**What are the Solutions?**

The conclusions from this study are inescapable. Given existing funding levels available to cities and counties, California’s local streets and roads will deteriorate rapidly over the next 10 years. It is alarming that local streets and roads have decayed to the point that funding will need to be doubled just to maintain current conditions.

While bringing the state’s local street and road system to a cost-effective best management practice level will require more now, investing in local streets and roads sooner will reduce the need for exponentially more spending in the future. To reach that level – at which taxpayer money can be spent most cost-effectively – will require an additional \$56.1 billion for pavements alone, or \$78.3 billion total for a functioning transportation system, over the next decade. Only \$2.4 billion per year will be needed to maintain the pavements after reaching a level at which they can be maintained with best management practices.

To bring the local system back into a cost-effective condition, thereby preserving the public’s \$188 billion pavement investment and stopping further costly deterioration, \$7.8 billion annually in new funds are needed – that’s equivalent to a 54-cent-per-gallon gas tax increase.

Failure to invest more would be disastrous – not only for local streets and roads but for California’s entire interrelated transportation system. It is imperative that cities and counties receive a stable and dedicated revenue stream for cost-effective maintenance of the local system in order to reverse this crisis.



## APPENDIX C

# Pavement Condition\* & Needs by County

\*Pavement condition data for the MTC region provided by MTC in April 2014.

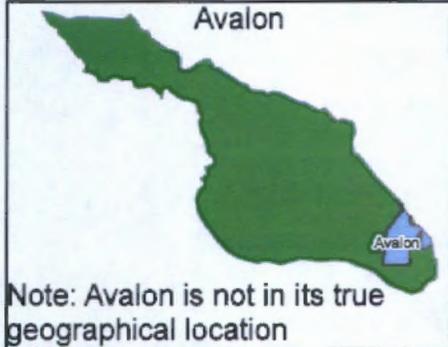
**Table C.1 Pavement Needs by County\* (2014 \$)**

County (Cities included)	Center Line Miles	Lane Miles	Area (sq. yd.)	2014 PCI	10 Year Needs (2014 \$M)
Alameda County	3,538.15	7,999.12	82,401,946	66	\$2,305
Alpine County	135.00	270.00	1,900,800	44	\$48
Amador County	477.96	958.12	6,485,201	33	\$383
Butte County	1,800.07	3,675.85	26,771,323	66	\$658
Calaveras County	716.98	1,332.66	8,937,332	51	\$374
Colusa County	986.70	1,523.51	12,503,304	62	\$317
Contra Costa County	3,376.49	7,047.81	63,500,917	68	\$1,577
Del Norte County	323.88	643.80	5,334,695	63	\$129
El Dorado County	1,252.70	2,508.40	21,671,673	63	\$635
Fresno County	6,195.51	12,679.92	106,057,018	69	\$2,572
Glenn County	910.42	1,821.73	13,917,626	68	\$354
Humboldt County	1,470.96	2,933.21	24,234,864	64	\$683
Imperial County	2,999.96	6,086.66	45,427,410	57	\$1,236
Inyo County	1,134.80	1,802.50	13,700,999	62	\$308
Kern County	5,026.42	11,648.11	103,132,477	64	\$2,927
Kings County	1,328.00	2,795.72	20,026,009	62	\$598
Lake County	752.70	1,494.45	9,997,345	40	\$436
Lassen County	431.41	878.80	6,282,324	66	\$186
Los Angeles County	21,329.61	57,629.56	459,830,656	66	\$12,971
Madera County	1,822.44	3,680.41	23,490,290	47	\$1,019
Marin County	1,021.14	2,055.14	17,166,574	63	\$488
Mariposa County	1,122.00	561.00	3,949,440	44	\$150
Mendocino County	1,124.43	2,255.81	16,004,034	35	\$625
Merced County	2,330.00	4,954.00	37,182,870	58	\$1,224
Modoc County	1,491.48	2,982.97	17,545,534	46	\$566
Mono County	727.38	1,453.39	10,071,369	67	\$147
Monterey County	1,779.28	3,725.79	33,599,361	50	\$1,389
Napa County	725.80	1,507.56	12,896,309	59	\$429
Nevada County	802.04	1,616.70	10,370,868	71	\$234
Orange County	6,600.63	16,808.28	150,276,239	77	\$2,725
Placer County	1,986.35	4,194.49	34,182,680	69	\$799
Plumas County	703.90	1,408.60	11,409,902	64	\$225
Riverside County	7,560.55	16,834.63	149,403,177	70	\$3,551
Sacramento County	5,053.22	11,284.73	95,918,441	62	\$2,939
San Benito County	452.32	916.23	5,951,814	48	\$261
San Bernardino County	9,106.58	22,249.14	181,002,241	71	\$ 4,103
San Diego County	7,813.98	18,596.42	170,696,012	66	\$5,016

## California Statewide Local Streets &amp; Roads Needs Assessment 2014

County (Cities included)	Center Line Miles	Lane Miles	Area (sq. yd.)	2014 PCI	10 Year Needs (2014 \$M)
San Francisco County	989.00	2,135.00	17,758,676	66	\$473
San Joaquin County	3,287.78	6,806.76	60,571,515	73	\$1,245
San Luis Obispo County	1,965.93	4,078.93	32,385,537	64	\$887
San Mateo County	1,864.70	3,904.15	33,272,016	70	\$769
Santa Barbara County	1,587.32	3,375.52	30,610,681	66	\$852
Santa Clara County	4,172.80	9,431.15	92,436,719	68	\$2,314
Santa Cruz County	873.65	1,790.15	14,190,207	57	\$480
Shasta County	1,686.97	3,479.08	26,243,076	60	\$799
Sierra County	398.20	798.65	3,669,765	45	\$116
Siskiyou County	1,519.15	3,049.62	20,519,624	57	\$604
Solano County	1,699.55	3,582.19	27,706,938	65	\$744
Sonoma County	2,371.17	4,922.58	39,557,359	52	\$1,540
Stanislaus County	2,916.30	6,031.63	53,459,748	55	\$2,044
Sutter County	981.51	2,010.93	15,199,498	65	\$385
Tehama County	1,197.49	2,400.88	15,834,143	62	\$437
Trinity County	692.97	1,113.86	11,757,354	60	\$352
Tulare County	3,937.17	8,132.39	60,195,390	68	\$1,482
Tuolumne County	552.70	1,115.65	8,200,702	47	\$369
Ventura County	2,512.86	5,530.08	50,382,156	70	\$1,211
Yolo County	1,328.40	2,457.72	21,290,870	60	\$655
Yuba County	724.40	1,504.26	12,862,583	60	\$404
California	143,671	320,466	2,661,335,629	66	\$72,746
* Includes Cities within County					

# Los Angeles County



Note: Avalon is not in its true geographical location

## Pavement Condition Index

Reported	Estimated
Good (71-100)	Good (71-100)
At Lower Risk (61-70)	At Lower Risk (61-70)
At Higher Risk (50-60)	At Higher Risk (50-60)
Poor (0-49)	Poor (0-49)



(C) October 2014 NCE. GIS mapping data are from US Census Bureau TIGER Cartographic Boundary Shapefiles (<https://www.census.gov/geo/maps-data/data/tiger.html>), accessed October 2014. Boundaries represent incorporated city limits from U.S. Census data and are approximate in shape/area.

**RESOLUTION NO. 15-7388**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
COVINA, CALIFORNIA, URGING THE STATE TO PROVIDE  
NEW SUSTAINABLE FUNDING FOR STATE AND LOCAL  
TRANSPORTATION INFRASTRUCTURE**

**WHEREAS**, Governor Edmund G. Brown, Jr. has called an extraordinary session to address the immense underfunding of California's transportation infrastructure; and

**WHEREAS**, cities and counties own and operate more than 81 percent of streets and roads in California, and from the moment we open our front door to drive to work, bike to school, or walk to the bus station, people are dependent upon a safe, reliable local transportation network; and

**WHEREAS**, the City of Covina has participated in efforts with the California State Association of Counties, League of California Cities, and California's Regional Transportation Planning Agencies to study unmet funding needs for local roads and bridges, including sidewalks and other essential components; and

**WHEREAS**, the resulting 2014 California Statewide Local Streets and Roads Needs Assessment, which provides critical analysis and information on the local transportation network's condition and funding needs, indicates that the condition of the local transportation network is deteriorating as predicted in the initial 2008 study; and

**WHEREAS**, the results show that California's local streets and roads are on a path of significant decline. On a scale of zero (failed) to 100 (excellent), the statewide average pavement condition index (PCI) is 66, placing it in the "at risk" category where pavements will begin to deteriorate much more rapidly and require rehabilitation or rebuilding rather than more cost-effective preventative maintenance if funding is not increased; and

**WHEREAS**, the results show that the City of Covina's local streets have a statewide average pavement index of between 61 and 70, placing them in the "At Lower Risk" category; and

**WHEREAS**, if funding remains at the current levels, in 10 years, 25 percent of local streets and roads in California will be in "failed" condition; and

**WHEREAS**, cities and counties need an additional \$1.7 billion just to maintain a status quo pavement condition of 66, and much more revenue to operate the system with Best Management Practices, which would reduce the total amount of funding needed for maintenance in the future; and

**WHEREAS**, models show that an additional \$3 billion annual investment in the local streets and roads system is expected to improve pavement conditions statewide from an average "at risk" condition to an average "good" condition; and

**WHEREAS**, if additional funding isn't secured now, it will cost taxpayers twice as much to fix the local system in the future, as failure to act this year will increase unmet funding needs for local transportation facilities by \$11 billion in five years and \$21 billion in ten years; and

**WHEREAS**, modernizing the local street and road system provides well-paying construction jobs and boosts local economies; and

**WHEREAS**, the local street and road system is also critical for farm to market needs, interconnectivity, multimodal needs, and commerce; and

**WHEREAS**, police, fire, and emergency medical services all need safe reliable roads to react quickly to emergency calls and a few minutes of delay can be a matter of life and death; and

**WHEREAS**, maintaining and preserving the local street and road system in good condition will reduce drive times and traffic congestion, improve bicycle safety, and make the pedestrian experience safer and more appealing, which leads to reduced vehicle emissions helping the State achieve its air quality and greenhouse gas emissions reductions goals; and

**WHEREAS**, restoring roads before they fail also reduces construction time which results in less air pollution from heavy equipment and less water pollution from site run-off; and

**WHEREAS**, in addition to the local system, the state highway system needs an additional \$5.7 billion annually to address the state's deferred maintenance; and

**WHEREAS**, in order to bring the local system back into a cost-effective condition, at least \$7.3 billion annually in new money going directly to cities and counties; and

**NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF COVINA** strongly urges the Governor and Legislature to identify a sufficient and stable funding source for local street and road and state highway maintenance and rehabilitation to ensure the safe and efficient mobility of the traveling public and the economic vitality of California.

**RESOLVED FURTHER**, that the CITY COUNCIL OF THE CITY OF COVINA strongly urges the Governor and Legislature to adopt the following priorities for funding California's streets and roads.

**SECTION 1.**

- 1. Make a significant investment in transportation infrastructure.** Any package should seek to raise at least \$6 billion annually and should remain in place for at least 10 years or until an alternative method of funding our transportation system is agreed upon.
- 2. Focus on maintaining and rehabilitating the current system.** Repairing California's streets and highways involves much more than fixing potholes. It

requires major road pavement overlays, fixing unsafe bridges, providing safe access for bicyclists and pedestrians, replacing storm water culverts, as well as, operational improvements that necessitate the construction of auxiliary lanes to relieve traffic congestion choke points and fixing design deficiencies that have created unsafe merging and other traffic hazards. Efforts to supply funding for transit in addition to funding for roads should also focus on fixing the system first.

3. **Equal split between state and local projects.** We support sharing revenue for roadway maintenance equally (50/50) between the state and cities and counties, given the equally-pressing funding needs of both systems, as well as, the longstanding historical precedent for collecting transportation user fees through a centralized system and sharing the revenues across the entire network through direct subventions. Ensuring that funding to local governments is provided directly, without intermediaries, will accelerate project delivery and ensure maximum accountability.
4. **Raise revenues across a broad range of options.** Research by the California Alliance for Jobs and Transportation California shows that voters strongly support increased funding for transportation improvements. They are much more open to a package that spreads potential tax or fee increases across a broad range of options, including fuel taxes, license fees, and registration fees, rather than just one source. Additionally, any package should move California toward an all-users pay structure, in which everyone who benefits from the system contributes to maintaining it – from traditional gasoline-fueled vehicles, to new hybrids or electric vehicles, to commercial vehicles.
5. **Invest a portion of diesel tax and/or cap & trade revenue to high-priority goods movement projects.** While the focus of a transportation funding package should be on maintaining and rehabilitating the existing system, California has a critical need to upgrade the goods movement infrastructure that is essential to our economic well-being. Establishing a framework to make appropriate investments in major goods movement arteries can lay the groundwork for greater investments in the future that will also improve air quality and reduce greenhouse gas emissions.
6. **Strong accountability requirements to protect the taxpayers' investment.** Voters and taxpayers must be assured that all transportation revenues are spent responsibly. Local governments are accustomed to employing transparent processes for selecting road maintenance projects aided by pavement management systems, as well as, reporting on the expenditure of transportation funds through the State Controller's Local Streets and Roads Annual Report.
7. **Provide Consistent Annual Funding Levels.** Under current statute, the annual gas tax adjustment by the Board of Equalization is creating extreme

fluctuations in funding levels – a \$900 million drop in this budget year alone. A transportation funding package should contain legislation that will create more consistent revenue projections and allow Caltrans and transportation agencies the certainty they need for longer term planning.

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

**PASSED, APPROVED AND ADOPTED** this 1<sup>st</sup> day of September, 2015.

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John King, Mayor

ATTEST:

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City Clerk

APPROVED AS TO FORM:

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City Attorney

## **Problem: California lacks adequate funding to fix crumbling roads, highways, bridges and transportation infrastructure.**



California's network of roads and highways are critical to our quality of life and economy. Yet the condition of our deteriorating network of roads is staggering:

- Our crumbling roads cost motorists nearly \$600 a year per driver for vehicle maintenance.
- California has the second highest share of roads in "poor condition" in the nation.
- 58% of state roads need rehabilitation or pavement maintenance.
- California has 6 of 10 cities with the worst road conditions in the nation.
- 55% of local bridges require rehabilitation or replacement.
- Nearly 70% of California's urban roads and highways are congested.
- Without additional funding, 1/4 of local streets and roads will be in failed condition by 2024.

Our state lacks adequate funding to address these critical deficiencies:

- Local streets and roads face an estimated shortfall of \$78 billion in deferred maintenance and an annual shortfall of \$7.8 billion.
- CalTrans faces a \$59 billion backlog in deferred maintenance and an annual shortfall in the State Highway Operation and Protection Program (SHOPP) of \$5.7 billion.

## **Solution: A responsible, accountable solution to fix our roads.**

A broad coalition of cities, counties, labor, business, public safety and transportation advocates has formed to meet the Governor's call to address California's chronic transportation infrastructure funding shortfall. During the 2015 special session on transportation, we support the following priorities:

### **1. Make a significant investment in transportation infrastructure.**

If we are to make a meaningful dent that demonstrates tangible benefits to taxpayers and drivers, any package should seek to raise at least \$6 billion annually and should remain in place for at least 10 years or until an alternative method of funding our transportation system is agreed upon.

### **2. Focus on maintaining and rehabilitating the current system.**

Repairing California's streets and highways involves much more than fixing potholes. It requires major road pavement overlays, fixing unsafe bridges, providing safe access for bicyclists and pedestrians, replacing storm water culverts, as well as operational improvements that necessitate, among other things, the construction of auxiliary lanes to relieve traffic congestion choke points and fixing design deficiencies that have created unsafe merging and other traffic hazards.

Efforts to supply funding for transit in addition to funding for roads should also focus on fixing the system first.

**3. Invest a portion of diesel tax and/or cap & trade revenue to high-priority goods movement projects.**

While the focus of a transportation funding package should be on maintaining and rehabilitating the existing system, California has a critical need to upgrade the goods movement infrastructure that is essential to our economic well-being. Establishing a framework to make appropriate investments in major goods movement arteries can lay the groundwork for greater investments in the future that will also improve air quality and reduce greenhouse gas emissions.

**4. Raise revenues across a broad range of options.**

Research by the California Alliance for Jobs and Transportation California shows that voters strongly support increased funding for transportation improvements. They are much more open to a package that spreads potential tax or fee increases across a broad range of options rather than just one source. Additionally, any package should move California toward an all-users pay structure in which everyone who benefits from the system contributes to maintaining it - from traditional gasoline-fueled vehicles, to hybrids, alternative fuel and or electric vehicles, to commercial vehicles. Our coalition supports:

- Reasonable increases in:
  - Gasoline and diesel excise taxes.
  - Vehicle registration and vehicle license fees.
- Dedicating a portion of the cap and trade revenue paid by motorists at the pump to transportation projects that reduce greenhouse emissions.
- Ensuring existing transportation revenues are invested in transportation-related purposes (i.e. truck weight fees and fuel taxes for off-road vehicles that are currently being diverted into the general fund).
- User charge for electric and other non-fossil fuel powered vehicles that currently do not contribute to road upkeep.

**5. Equal split between state and local projects.**

We support sharing revenue for roadway maintenance equally (50/50) between the state and cities and counties. Funding to local governments should be provided directly (no intermediaries) to accelerate projects and ensure maximum accountability.

**6. Strong accountability requirements to protect the taxpayers' investment.**

Voters and taxpayers must be assured that all transportation revenues are spent responsibly. Authorizing legislation should:

- Constitutionally protect transportation revenues for transportation infrastructure only. Time and again (Prop 42, 2002; Prop 1A, 2006; Prop 22, 2010), voters have overwhelmingly supported dedicating and constitutionally protecting transportation dollars for those purposes. We strongly support protections that prohibit using transportation dollars for other purposes.
- Repay existing transportation loans and end ongoing diversions of transportation revenues, including approximately \$850 million in loans to the general fund and the annual loss of approximately \$140 million in off-highway vehicle fuel taxes.

**Strong accountability requirements to protect the taxpayers' investment  
(Continued).**

- Establish performance and accountability criteria to ensure efficient and effective use of all funding. All tax dollars should be spent properly, and recipients of new revenues should be held accountable to the taxpayers, whether at the state or local level. Counties and cities should adopt project lists at public hearings and report annually to the State Controller's Office regarding all transportation revenues and expenditures. Local governments should also commit to ensuring any new revenues supplement revenues currently invested in transportation projects. Both Caltrans and local governments can demonstrate and publicize the benefits associated with new transportation investments.
- Caltrans reform and oversight. To increase Caltrans effectiveness, provide stronger oversight by the state transportation commission of the programs funded by new revenues and establish an Inspector General office to provide accountability. Reduce Caltrans administrative budgets through efficiency reviews with all savings to be spent on road improvements.
- Expedite project delivery. More should be done to streamline project delivery, including but not limited to:
  - Establishing timelines for actions required by state agencies and eliminating other permit delays.
  - Increased implementation of alternative delivery systems that encourage more investment from the private sector.
  - Reforms to speed project completion.

**7. Provide Consistent Annual Funding Levels.**

Under current statute, the annual gas tax adjustment by the Board of Equalization is creating extreme fluctuations in funding levels -- a \$900 million drop in this budget year alone. A transportation funding package should contain legislation that will create more consistent revenue projections and allow Caltrans and transportation agencies the certainty they need for longer term planning. While this change would not provide any new revenue to transportation, it would provide greater certainty for planning and project delivery purposes.

## Proposed New Local Streets&Roads Funding

Allocation: half of total among cities on a population basis, half of total among counties proportionate to registered vehicles and maintained miles.

**Estimated 2 July 2015**

**\$3 Billion / yr = \$1.5B cities, \$1.5B counties**

<b>LOS ANGELES COUNTY</b>		<b>284,616,586</b>
AGOURA HILLS	1,069,996	
ALHAMBRA	4,143,322	
ARCADIA	2,630,724	
ARTESIA	805,596	
AVALON	174,772	
AZUSA	2,251,305	
BALDWIN PARK	3,733,524	
BELL	1,783,494	
BELLFLOWER	3,556,785	
BELL GARDENS	2,150,423	
BEVERLY HILLS	1,657,311	
BRADBURY	49,503	
BURBANK	4,962,644	
CALABASAS	1,095,434	
CARSON	4,498,722	
CERRITOS	2,519,731	
CLAREMONT	1,728,500	
COMMERCE	621,354	
COMPTON	4,564,604	
COVINA	2,274,776	
CUDAHY	1,190,872	
CULVER CITY	1,869,873	
DIAMOND BAR	2,791,725	
DOWNEY	5,202,658	
DUARTE	1,057,963	
EL MONTE	5,785,947	
EL SEGUNDO	781,257	
GARDENA	2,834,182	
GLENDALE	9,511,876	
GLENDORA	2,417,064	
HAWAIIAN GARDENS	728,459	
HAWTHORNE	4,124,290	
HERMOSA BEACH	903,597	
HIDDEN HILLS	93,334	
HUNTINGTON PARK	2,970,614	
INDUSTRY	36,784	
INGLEWOOD	5,454,155	
IRWINDALE	79,013	
LA CANADA FLINTRIDGE	988,603	
LA HABRA HEIGHTS	283,340	
LAKESWOOD	3,828,230	
LA MIRADA	2,309,410	
LANCASTER	7,314,695	
LA PUENTE	1,983,795	
LA VERNE	1,557,892	
LAWNDALE	1,539,134	
LOMITA	967,786	
LONG BEACH	22,633,792	
LOS ANGELES	187,342,533	
LOS ANGELES MTA		
LYNWOOD	3,353,373	
MALIBU	629,773	
MANHATTAN BEACH	1,685,631	

## Proposed New Local Streets&Roads Funding

Allocation: half of total among cities on a population basis, half of total among counties proportionate to registered vehicles and maintained miles.

**Estimated 2 July 2015**

**\$3 Billion / yr = \$1.5B cities, \$1.5B counties**

MAYWOOD	1,374,107
MONROVIA	1,829,337
MONTEBELLO	3,009,594
MONTEREY PARK	2,975,098
NORWALK	5,040,834
PALMDALE	7,121,577
PALOS VERDES ESTATES	650,041
PARAMOUNT	2,658,587
PASADENA	6,934,864
PICO RIVERA	3,078,542
POMONA	7,488,780
RANCHO PALOS VERDES	1,991,344
REDONDO BEACH	3,115,922
ROLLING HILLS <sup>(2)</sup>	
ROLLING HILLS ESTATES	374,752
ROSEMEAD	2,642,437
SAN DIMAS	1,693,317
SAN FERNANDO	1,160,538
SAN GABRIEL	1,966,592
SAN MARINO	625,563
SANTA CLARITA	9,568,059
SANTA FE SPRINGS	823,394
SANTA MONICA	4,241,323
SIERRA MADRE	509,949
SIGNAL HILL	524,544
SOUTH EL MONTE	1,035,224
SOUTH GATE	4,704,010
SOUTH PASADENA	1,190,048
TEMPLE CITY	1,653,193
TORRANCE	6,849,812
VERNON	5,582
WALNUT	1,494,206
WEST COVINA	5,167,795
WEST HOLLYWOOD	1,740,213
WESTLAKE VILLAGE	407,419
WHITTIER	3,991,838



The approval of a \$22,621 appropriation in available Proposition C Fund balance (account no. 2405-0000-33000) to the fiscal year 2015-16 budget and allocation of the funds to the Intersection of Workman Street and Hollenbeck Avenue – Project T-1407 (account no. 4300-4350-55200-T-1407) is necessary at this time for RKA Consulting Group to provide contract administration and construction inspection services for the upcoming project. There is no General Fund impact associated with the adoption of **Resolution No. 15-7390**.

## **BACKGROUND**

On October 7, 2014, the City Council authorized a contract with JMD Engineering, Inc. for the provision of part-time engineering services for the period of October 8, 2014 to October 7, 2019 with the total compensation not-to-exceed \$120,000 in any fiscal year during the term of the agreement. These contract services were intended to augment in-house engineering staff. Pursuant to Section 3.4.1 of the PSA with JMD Engineering, Inc., the City may terminate the whole or any part of the Agreement at any time and without cause.

Due to the July 2015 layoffs of remaining in-house technical staff providing engineering support services, the Department of Public Works needs to expand the scope of contract engineering services to meet internal and external needs. As a result, on July 14, 2015, the City issued the attached Request for Proposals (RFP) to Provide City Engineering Services. The RFP contains an expanded, comprehensive Scope of Services covering general and project management, development review, traffic engineering, construction inspection, testing, and administration of federally funded projects.

The RFP encouraged firms experienced with the provision of comprehensive municipal engineering services to submit proposals and convey how the firm would provide these services in the most efficient, cost-effective manner. Innovative staffing plans were encouraged based on best management practices and/or methods successfully utilized by the firms in other municipalities.

On July 14, 2015, the Department of Public Works issued the RFP to eighteen professional engineering firms via electronic and regular mail, including the incumbent service provider, and posted the RFP on the City's website. By 4:00 p.m. on July 30, 2015, the City of Covina City Clerk's Office had received responses from eleven firms.

A review committee consisting of Siobhan Foster, Director of Public Works, Vivian Castro, Environmental Services Manager, Kristen Weger, Management Analyst, and Craig Gott, P.E., Vice President, Field Operations of Suburban Water Systems, evaluated the eleven proposals received by the City and associated reference checks and license statuses. Proposal review focused on the following criteria, as outlined in the RFP:

- A. Organization (10 points). Does the firm offer the breadth and quality of services required for the services listed in the Scope of Services? Does the firm's organizational structure show sufficient depth/capacity for its present and additional workload?

- B. Staff (20 points). Do the qualifications of key personnel to be assigned to the contract coincide with the tasks listed in the Scope of Services? Do assigned personnel have requisite education, professional qualifications, and experience, especially in comparable municipal engineering environments?
- C. Experience (25 points). Has the firm demonstrated the ability to successfully provide services for municipalities of a similar complexity and nature described herein?
- D. Specific management approach (30 points). Has the firm described its ability to achieve budget and service delivery goals for comprehensive municipal engineering services of a similar nature as described in the Scope of Services?
- E. Professional standing (10 points). Are the firm's references from past clients and associates favorable? Are deliverables submitted on time and within budget?

The review committee rated the proposals based on the above criteria. The following table summarizes the rankings of the proposals.

**Table 1 – Summary of Proposal Ratings**

Firm	Org. (40 pts)	Staff (80 pts)	Exp (100 pts)	Specific Mgmt Approach (120 pts)	Familiarity w/ Locality (20 pts)	Prof Standing (40 pts)	Total (400 pts)	Ave	Rank
Civilsource	27	49	70	65	9	32	252	63.00	9
Hartzog & Crabill	24	56	71	54	7	40	252	63.00	9
Interwest	34	70	93	97	15	36	345	86.25	2
JMD	24	50	54	51	15	40	234	58.50	10
Kimley-Horn	31	60	69	55	20	40	275	68.75	6
Onward	31	59	66	63	13	36	268	67.00	7
Pacifica	31	53	72	85	19	40	300	75.00	4
RKA	32	77	87	102	19	40	357	89.25	1
Southstar	28	58	67	69	5	32	259	64.75	8
TKE	29	62	70	70	9	40	280	70.00	5
Transtech	32	71	85	90	15	36	329	82.25	3

Following the proposal evaluation, City staff interviewed the three top rated firms. The purpose of the interviews was to meet the key personnel from each firm and gain a better understanding of how each of the firms would work and fit with City personnel and the Covina community. The interviews were not scored and ultimately reaffirmed the proposal ratings outlined above.

The Department of Public Works subsequently opened the cost proposal submitted by RKA Consulting Group and entered negotiations with the firm. The attached PSA reflects the outcome of the successful negotiations between the City and RKA Consulting Group. RKA Consulting Group is prepared to begin providing services to the City upon contract approval by the City Council and subsequent contract execution. On August 27, 2015, the City notified JMD Engineering, Inc. of the termination of their PSA with the City for the provision of part-time engineering services, effective September 7, 2015.

RKA Consulting Group is uniquely qualified to provide the requested comprehensive engineering services to Covina. RKA Consulting Group has been based in nearby Walnut for thirty-four years and has provided the City of Walnut with full-service contract engineering services since 1981. The firm also provides similar city and/or municipal engineering services to the nearby cities of Duarte (1999 to present), La Verne (1988 to present), Monrovia (2015 to present), and San Dimas (2006 to present). Based on this experience, RKA Consulting Group is extremely familiar with the demographics of the San Gabriel Valley region, issues relative to doing work in this area, and has developed strong relationships with regional partners and regulatory agencies, which will enable RKA Consulting Group to fulfill the City's comprehensive engineering and capital project delivery needs.

Under the proposal, David Gilbertson, P.E., T.E., and P.L.S. would be assigned as City Engineer and Traffic Engineer. Mr. Gilbertson possesses more than twenty-six years of experience in providing city engineering and full-range municipal engineering services. Currently, Mr. Gilbertson is City/Deputy City Engineer for communities of Bradbury, Chino, La Verne, Norco, San Dimas, and Walnut. Mr. Gilbertson is knowledgeable in local government procedures and city engineering functions, successfully managing numerous capital improvement projects, while maintaining a cost-conscious approach to maximizing the value of city resources.

RKA Consulting Group has also designated Dominic Milano, an experienced city engineer, as Covina's Deputy City Engineer to provide any necessary support to Mr. Gilbertson. As current City Engineer for the Cities of Bradbury, Duarte, Glendora, La Verne, Norco, San Dimas, and Signal Hill, Mr. Milano is one of the most qualified and experienced engineers in the field, offering an abundance of knowledge in city engineering, municipal administration, and development review. Mr. Milano's experience and direction will be invaluable to providing superior engineering services to the City of Covina.

#### Proposed Appropriation for Contract Administration and Construction Inspection Services

On July 7, 2015, the City Council awarded the bid for the Improvements at the Intersection of Workman Street and Hollenbeck Avenue, Project No. T-1407, to Palp, Incorporated dba Excel Paving Company in the amount of \$226,214. Project T-1407 consists of modifications to the traffic signal at the intersection of Workman Street and Hollenbeck Avenue, traffic striping and paving of:

- Hollenbeck Avenue and Workman intersection;
- Hollenbeck Avenue from 200 feet north of Workman Street to 300 feet south of Workman Avenue; and
- Workman Street from 150 east of Hollenbeck Avenue to 150 feet west of Hollenbeck Avenue.

When presenting this item to the City Council for consideration, the Department of Public Works contemplated providing contract administration and construction inspection services with in-house engineering personnel at an estimated cost of \$22,621. At this juncture, due to the layoffs of the remaining in-house engineering staff, it is necessary to seek City Council approval of an appropriation of \$22,621 in Proposition C Fund balance to the project account via adoption of

Resolution No. 15-7390. This appropriation would fund the provision of contract administration and construction inspection services by RKA Consulting Group personnel.

### **ALTERNATIVES**

At least one alternative is available to the City Council. The City Council may elect not to authorize the City Manager to execute a PSA with RKA Consulting Group for City Engineering Services, which would leave the Department of Public Works without adequate civil and traffic engineering services and temporarily unable to move ahead with the aggressive agenda of capital project delivery presented to the City Council during the Strategic Planning Workshop on August 12, 2015. The proposed addition of traffic engineering services through RKA Consulting Group will provide a critical resource to City departments that has been lacking.

### **EXHIBITS**

- A. PSA with RKA Consulting Group for City Engineering Services
- B. Request for Proposals (RFP) to Provide City Engineering Services (including Addendum #1)
- C. Proposals Received in Response to Request for Proposals (RFP) to Provide City Engineering Services (on file in City of Covina City Clerk's Office)
- D. July 7, 2015 Agenda Item Commentary Item No. CC 10, Re: Workman Street and Hollenbeck Avenue, Project No. T-1407 (including Exhibit A only)
- E. Resolution No 15-7390

Respectfully submitted



Siobhan Foster/Director of Public Works  
Public Works Department

**CITY OF COVINA  
PROFESSIONAL SERVICES AGREEMENT**

**1. PARTIES AND DATE.**

This Agreement is made and entered into this FIRST day of, SEPTEMBER 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 RKA, CONSULTING GROUP, a PRIVATELY HELD CORPORATION, with its principal place of business at 398 LEMON CREEK DRIVE, SUITE E, WALNUT, CA 91789-2649 (“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 CITY 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 CITY ENGINEERING SERVICES 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 City Engineer consulting services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules, and regulations.

3.1.2 Term. The term of this Agreement shall be from SEPTEMBER 1, 2015 to JUNE 30, 2017, WITH THE OPTION OF THREE ONE (1) YEAR EXTENSIONS, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may,

by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

### 3.2 Responsibilities of Consultant.

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

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

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

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

3.2.5 City's Representative. The City hereby designates the City Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all

purposes under this Contract. Consultant shall not accept direction or orders from any person other than the City's Representative or his or her designee.

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

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

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

3.2.9 Period of Performance and Liquidated Damages. Consultant shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Consultant shall also perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be separately agreed upon in writing by the City and Consultant ("Performance Milestones"). Consultant agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such Project Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage.

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

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

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

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

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

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

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

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

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

#### 3.2.11 Insurance.

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

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

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

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

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

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

3.2.11.3 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$2,000,000 per claim, and shall be endorsed to include contractual liability. Defense costs shall be paid in addition to the limits.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.2.14 Storm Water Management.

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

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

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

3.2.14.4 Liability for Non-compliance.

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

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

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

### 3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed THREE HUNDRED THOUSAND DOLLARS (\$300,000.00) PER YEAR without the express written approval of the City Manager. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

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

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

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

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

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

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

### 3.4 Termination of Agreement.

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

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

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

### 3.5 Ownership of Materials and Confidentiality.

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

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

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

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

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

3.5.5 Confidentiality. All Documents & Data, either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by

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

### 3.6 General Provisions.

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

**Consultant:**

RKA CONSULTING GROUP  
398 LEMON CREEK DRIVE, SUITE E  
WALNUT, CALIFORNIA 91789-2649  
ATTN: DAVID G. GILBERTSON, VICE PRESIDENT

**City:**

CITY OF COVINA  
125 E. COLLEGE ST.  
COVINA, CA 91723  
ATTN: SIOBHAN FOSTER, DIRECTOR OF PUBLIC WORKS

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

### 3.6.2 Indemnification.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**[SIGNATURES ON NEXT PAGE]**

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF COVINA  
AND RKA CONSULTING GROUP**

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

**CITY OF COVINA**

By: \_\_\_\_\_  
Andrea Miller  
City Manager

Attest: \_\_\_\_\_  
Evelyn Leach  
City Clerk

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
City Attorney

**RKA CONSULTING GROUP, a  
PRIVATELY HELD CORPORATION**

By: \_\_\_\_\_  
*(Signature)*  
\_\_\_\_\_  
Name *(Print)*  
\_\_\_\_\_  
Title *(Print)*

By: \_\_\_\_\_  
*(Signature)*  
\_\_\_\_\_  
Name *(Print)*  
\_\_\_\_\_  
Title *(Print)*

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

Consultant shall:

**1. General and Project Management**

- A. Serve as City Engineer; designated City Engineer must be a registered civil engineer in the State of California;
- B. Manage and provide all aspects of civil engineering, traffic engineering, front counter services, plan checking, development conditioning, capital project management, construction inspection, and assistance in obtaining federal, state and other funding for transportation and other infrastructure projects;
- C. Review all matters pertaining to engineering to ensure that initiatives proposed and implemented by the City and others are done in a manner that protects the City's interests, and are consistent with local, state and federal laws;
- D. Assist in planning, coordinating, supervising and evaluating infrastructure, programs, plans, and services;
- E. Evaluate the City's needs and formulate short- and long-term plans to meet needs in all areas of public works improvements, including streets, sewers, storm drains, water distribution system, street lights, traffic signals, bridges, median islands, municipal facilities and all other improvements within the public right-of-way;
- F. Provide engineering and design services and manage construction of public works projects, including construction inspection;
- G. Be available to public and private developers to handle matters dealing with the engineering functions of city government;
- H. Maintain, at City Hall, municipal engineering records and maps required to ensure accurate information is available to the public and City staff;
- I. Prepare reports, investigations, studies and evaluations as may be required by the Director of Public Works;
- J. Advise the City as to engineering and construction funding available from other government agencies, and when so directed, prepare and initiate applications for funding;
- K. Serve as Resident Engineer when required pursuant to Caltrans/federal requirements;
- L. Design of capital improvement projects, improvement plans, specifications, bid documents, and public improvement project management and inspection;
- M. Solicit proposals for capital improvement project design work, construction management, and inspection, as needed;
- N. Review and evaluate bid submittals;
- O. Provide construction observation, management, and inspection during the construction of City projects; act as Resident Engineer; assist with cost estimating, approval of payments, and change orders, filing of notices, and other tasks;

- P. Coordinate activities with other departments and outside agencies to obtain various approvals and agreements such as environmental clearances, permits, land acquisition, and rights-of-way for engineering projects;
- Q. Negotiate land acquisitions, dispositions, easements, agreements, leases, and other associated property rights as it relates to engineering projects;
- R. Assist with the development and implementation of a multi-year Capital Improvement Program for the City;
- S. Attend City Council and other meetings as requested; and
- T. Provide such other related engineering services as requested by the City Manager.

## **2. Development Review**

- A. Review proposed improvements and land developments and provide recommendation as to engineering matters to ensure conformance with City ordinances and state law;
- B. Perform statutory functions of City Engineer pertaining to the review and checking of lot line adjustments, parcel and tract maps, including tentative, final and vesting maps. Ensure map conformance with State Subdivision Map Act and City ordinances;
- C. Provide a “turn around” checking time for maps and improvement plans not to exceed ten calendar days for the first plan check once the application has been deemed complete and all subsequent plan checks necessary until plan is approved. The Engineer shall notify the applicant in writing of any final plan or final map deficiencies within thirty days, specifying those items needed to complete the application;
- D. Establish performance, labor and material bond amounts when required and ensure the posting of such bonds within the proper time sequence of such development control;
- E. Provide necessary and related functions as are the normal practice of the City Engineering in control of private development; and
- F. Provide front counter in-take and public information services; utilize City’s permit tracking software.

## **3. Traffic Engineering**

- A. Provide support and expertise in the application of Traffic Engineering principles and practices to provide and enhance the safety and efficient movement of pedestrians, cyclists and vehicular traffic of people and goods within the City of Covina;
- B. Ensure City’s compliance with requirements of Section 627 of the California Vehicle Code and all other applicable federal, state, and local laws;
- B. Provide comprehensive analyses of existing and projected traffic conditions; intersection design, rail line or at-grade crossing impacts, speed humps, City parking lot design, and traffic/transportation data collection services;

- C. Provide electronic traffic control device studies and designs (signs, signals, pavement markings, school zone flashers and curve warning flashers);
- D. Review subdivision or new development projects involving traffic impact analyses, transportation modeling, area-wide transportation studies and road impact fee analyses;
- E. Investigate citizen requests for traffic calming measures and respond to citizens;
- F. Provide technical assistance for traffic signal design and day-to-day traffic operations including traffic signals;
- G. Provide technical input to City staff with signing and striping changes, issuing work orders to address citizen requests, signal equipment upgrades and parts, collision analysis, speed limits, traffic volume data and other work performed by City staff;
- H. Review traffic plans for capital improvement projects and advise City on potential issues;
- I. Assist City with preparation of Annual Traffic Safety Report;
- J. Review development plans, including environmental impact reports and impact studies for potential traffic issues and advise City on possible solutions;
- K. Review precise grading and public improvement plans for potential traffic issues and advise City on possible solutions;
- L. Review traffic control plans for construction projects and advise City on potential issues; and
- M. Maintain traffic collision database and advise City on traffic issues involved.

#### **4. Construction Inspection**

- A. Coordinate and attend pre-construction meetings;
- B. Review shop drawing and submittals from contractor;
- C. Provide field inspections of work in progress to ensure compliance with plans and specifications;
- D. Follow federal requirements and procedures and filing system for federally funded projects;
- E. Take digital photos of each construction phase throughout duration of project;
- F. Serve as inspector of record (create redline on as-built drawings) for work inspected;
- G. Prepare and distribute written daily inspection reports via e-mail and hard copy;
- H. Coordinate inspections with utility companies as necessary;
- I. Coordinate special testing and inspection work as required;
- J. Report instances of apparent non-compliance with contract plans, specifications to Director of Public Works for resolution;
- K. Verify prevailing wages and payroll information; and
- L. Verify progress payments.

#### **5. Testing**

The City will arrange with one testing company and/or a certified testing lab to ensure construction method and material compliance with project documents. Consultant shall oversee the testing and review the testing reports. Testing will include, but not be limited to:

- A. Soil compacting testing;
- B. Asphalt concrete testing; and
- C. Concrete slump and strength testing.

## **6. Federally Funded Projects**

- A. Secure all necessary permits, including CEQA and NEPA compliance, surveying, testing, preparation of plans and specifications, description of construction phasing plan, estimate of probable construction costs, preparation of bid documents, review of construction contract bids, recommendation for award, construction inspection, and construction administration;
- B. Provide all services in accordance with Caltrans standards, FHWA standards, and City standards;
- C. Comply with California Government Code Section 8355 in matters relating to the provision of a drug-free workplace;
- D. Comply with the Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et. Seq., that govern allowable elements of cost;
- E. Comply with the administrative requirements set forth in 49 CFR Part 18, Uniform Administrative Requirement for Grants and Cooperative Agreements to State and Local Governments; and
- F. Comply with CFR Title 49, Part 29, Debarment and Suspension of Certificate, refer to Exhibit 12-E “Debarment and Suspension Certificate” in Chapter 12 of the Caltrans Local Assistance Manual.

**EXHIBIT “B”  
SCHEDULE OF SERVICES**

Consultant shall perform tasks as assigned by the City within specified timelines and in accordance with timelines specified. In addition to timely completion of tasks contained in the Scope of Services, the Consultant shall:

- Place the highest emphasis on customer service;
- Be reachable and available to respond to emergencies within the City at all times. Consultant must provide City with emergency contact numbers for key personnel to facilitate the immediate respond by Consultant to emergencies prior to effective date of contract and update contact list every six months ;
- Communicate effectively with citizens before, during, and after construction projects;
- Consultant shall provide written comments for initial and subsequent review to the City no later than ten (10) calendar days from date of receipt of the plans. Consultant shall provide comments for expedited plan reviews within 3 working days of receipt of the plans at the cost specified in Exhibit C;
- Consultant will meet every two weeks with Director of Public Works and other designated staff to provide comprehensive update on all pending assignments; and
- Consultant will make initial contact in response to staff and developer inquiries and citizen concerns within 24 hours of receipt by City and update reporting party and Director of Public Works regularly throughout investigation and resolution period.

**EXHIBIT "C"**  
**COMPENSATION**

**COMPENSATION/PAYMENT SCHEDULE**



**2015 HOURLY RATE SCHEDULE**

RKA proposes to provide the requested City Engineer and necessary related engineering services on a "time and materials" basis per the Hourly Rate Schedule shown below.

City Engineer/ Project Principal	\$	160.00
Deputy City Engineer/Project Manager	\$	145.00
Registered Engineer/Assistant Project Manager	\$	130.00
Project Engineer	\$	115.00
Plan Check Engineer	\$	115.00
Engineering Technician	\$	75.00
Public Works Inspector	\$	85.00
Public Works Inspector (Prevailing Wage)	\$	105.00
Administrative/Clerical	\$	55.00

- RKA's minimum unit of time for billing purposes is 15 minutes.
- All charges for subcontracted services will be in the same amounts as actually invoiced to and paid by RKA Consulting Group, plus a 15% markup.
- All charges for reimbursable expenses; such as reproductions, will be billed at direct cost, plus a 15% markup.
- Mileage reimbursement will be charged at the current I.R.S. guideline rate. Mileage expenses will not be charged during the course of City Engineer office hours, but only as required for field work for C.I.P. projects.



City of Covina, California  
City Engineering Services



# CITY OF COVINA

125 East College Street • Covina, California 91723-2199

PUBLIC WORKS

## **Request for Proposals (RFP) to Provide City Engineering Services**

The City of Covina is requesting proposals from qualified consultants to provide contract City Engineering Services.

### **1. Introduction**

The City of Covina Department of Public Works is requesting proposals from qualified professional engineering firms to provide City Engineering Services to the City. As the City Engineer, the firm will be expected to play a proactive role in assisting the Department of Public Works make appropriate decisions regarding City infrastructure. The selected firm will be required to demonstrate its ability to comprehensively support the City in the broadest engineering disciplinary areas and have extensive experience in the municipal setting.

The Department of Public Works Engineering Division is committed to delivering efficient and cost-effective services to preserve and enhance City streets, sewers, storm drains, water distribution system, street lights, traffic signals, bridges, median islands, municipal facilities and all other improvements within the public right-of-way. This commitment ensures that all public improvements are planned, designed and built in accordance with City standards and accepted engineering and construction practices to provide a secure and reliable infrastructure for the community.

The Engineering Division provides important information and services to property owners and developers and assists both by issuing permits, processing plan drop-offs and pickups, and handling research requests. The Engineering Division works closely with the Community Development Department to provide Public Works conditions associated with building permits and planning cases. This includes rezoning, conditional use permits, design reviews, new residential and commercial structures, subdivisions (tract and parcel maps), and lot line adjustments. The Division also issues encroachment, street/road closure, overload/moving, and highway construction permits.

Two major projects are currently under construction. The projects include the \$1.4 million Pedestrian and Metrolink Station Improvements and \$625,000 Resurfacing of Streets at Hollenbeck Avenue, Cypress Street, et al. The \$270,000 construction contract for Improvements at the Intersection of Workman Street and Hollenbeck Avenue was recently

Exhibit B, 34 Pages

awarded by the City Council and will be moving into the construction phase. There is a backlog of street improvement, bike lane, water distribution system and other infrastructure projects that need to be designed, funded, and moved into the construction phase.

In addition, selection and implementation of a new pavement management system, the citywide engineering and traffic survey, as required by Section 40802 of the California Vehicle Code, and development and implementation of a comprehensive strategy for obtaining transportation and other infrastructure project funding need to be completed in fiscal year 2015-16.

The Engineering Division has limited internal resources for City Engineering Services and has a pre-qualified eight-member engineering consultant panel that may be available to assist the City Engineer with engineering needs on an as needed basis.

## **2. Scope of Services**

Exhibit A contains the Scope of Services that may be requested. The selected engineering firm shall have demonstrated expertise in managing and providing comprehensive municipal City Engineering Services, including but not limited to those major work tasks contained in the Scope of Services.

## **3. Proposal Format**

Proposals (work proposal and cost proposal) are to be submitted in separate envelopes clearly marked with the consultant's name, address, telephone number, and e-mail address.

**Proposal packages are to be submitted to the City on/before 4:00 p.m. on July 30, 2015.** Proposals received after the stated deadline will not be accepted. The time of delivery shall be definitively determined by the time-stamping clock located in the City of Covina City Clerk's Office, 125 E. College Avenue, Covina, CA 91723. It is the Proposer's sole responsibility to see that its proposal is received in proper time, and proposers assume all risks arising out of the means of delivery. Any proposal received after the deadline will be returned to the proposer unopened. Proposal packages are to be submitted to:

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

The ideal firm should have extensive experience in municipal engineering and succinctly convey this expertise in its proposal. Consultants are encouraged to keep their proposal brief and relevant to the specific work required. The proposal format is up to the proposer, but proposals must include the following items:

**A. Work Proposal (envelope 1) – submit 3 copies**

**i. Cover Letter**

- a. The name, address, telephone number, and e-mail address of the consultant's contact person for the remainder of the selection process;
- b. Any qualifying statements or comments regarding the consultant's proposal; and
- c. Statement indicating the validity of the proposal for a minimum period of 90 calendar days subsequent to the proposal due date.

**ii. Statement of Qualifications**

- a. Brief description of the consultant's firm, including the year firm was established, the type of organization (partnership, corporation, etc.), and a listing of proposed project personnel, including personal experiences and resumes for prime consultants and subcontractors. Emphasis should be given to highlighting work completed for comparable municipalities; and
- b. Consultant and subcontractor experience with similar work, including names and current telephone numbers and e-mail addresses of references for existing and past municipal clients.

**iii. Understanding and Approach**

- a. Description of consultants' understanding of the Scope of Services and how consultant will approach work;
- b. Proposed staffing plan/organizational chart indicating anticipated work hours per week by classification both on and off-site. This should convey how consultant will provide comprehensive municipal engineering services in most efficient, cost-effective manner. Innovative staffing plans are encouraged based on best management practices and/or methods utilized successfully by the firm in other municipalities; and
- c. Other information that will assist City in selecting the most qualified consultant.

**iv. Objections to Professional Services Agreement**

**B. Cost Proposal (envelope 2) – submit 1 copy**

The firm should submit a detailed cost proposal for all services and materials anticipated in completing the services/work. This should include the classification and hourly rate of all employees who would be assigned to the contract. Innovation is encouraged to provide the City with comprehensive municipal engineering services in the most efficient, cost-effective manner. Cost proposals will only be opened after the ranking process is complete.

**4. Evaluation Procedure**

City staff, selected by the City Manager, or her designee, will evaluate each proposal for completeness and content. Each proposal will be evaluated based upon the relevant qualifications and experience of the consultant. Staff may choose to interview two or more closely ranked firms, but will not expect or schedule elaborate presentations. License status and references will also be verified. The proposal review will focus on the following criteria:

- A. Organization (10 points).** Does the firm offer the breadth and quality of services required for the services listed in the Scope of Services? Does the firm's organizational structure show sufficient depth/capacity for its present and additional workload?
- B. Staff (20 points).** Do the qualifications of key personnel to be assigned to the contract coincide with the tasks listed in the Scope of Services? Do assigned personnel have requisite education, professional qualifications, and experience, especially in comparable municipal engineering environments?
- C. Experience (25 points).** Has the firm demonstrated the ability to successfully provide services for municipalities of a similar complexity and nature described herein?
- D. Specific management approach (30 points).** Has the firm described its ability to achieve budget and service delivery goals for comprehensive municipal engineering services of a similar nature as described in the Scope of Services?
- E. Professional standing (10 points).** Are the firm's references from past clients and associates favorable? Are deliverables submitted on time and within budget?

**F. Familiarity with locality (5 points).** Is the firm familiar with the City of Covina and the San Gabriel Valley?

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

The successful consultant will be expected to enter into the attached Professional Services Agreement (Exhibit B) within 15 calendar days from the date of mailing of the notice of the award. Any consultant with objections to terms contained in the City's Professional Services Agreement must advise the City of such objections and requested modifications as part of its Work Proposal. Failure of a proposer to accept the terms of the City's Professional Services Agreement may result in the rejection of the proposal. It shall be the responsibility of the prospective consultants to review all sections and exhibits of the Professional Services Agreement, including insurance requirements. If no objections are received, the City will assume the proposer is able to and will enter into the Professional Services Agreement and fulfill the terms and requirements set therein. The City may recover any damages accruing to the City as a result of the successful consultant's failure or refusal to execute the City's Professional Services Agreement.

**5. Acceptance of Rejection of Proposal**

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

## 6. Estimated Timeline

<b>Date</b>	<b>Milestone</b>
Request for Proposals Issued	July 14, 2015
Questions re: Request for Proposals	July 21, 2015
Proposals Due	July 30, 2015 (by 4:00 p.m.)
Interview (if required)	August 5, 2015
City Council Approval of Contract	August 18, 2015

## 7. Inquiries and Addenda

For inquiries regarding this RFP, please contact Siobhan Foster, Director of Public Works via electronic mail at [sfoster@covinaca.gov](mailto:sfoster@covinaca.gov). Proposers must e-mail inquiries no later than July 21, 2015. Inquiries received after that date will be disregarded. The City will issue any revisions to this RFP as addenda. The City will distribute addenda to all potential proposers and post addenda on the City's website. Proposers are responsible for receipt of all addenda. To this end, each proposer should contact the City to verify that he or she has received all addenda issued, if any. The City's issuance of a written addendum is the only official method whereby the City will interpret, clarify or provide additional information concerning this RFP.

### **Exhibits:**

- A. Scope of Services
- B. City of Covina Professional Services Agreement

**Exhibit A -  
Scope of Services**

## **Exhibit A - Scope of Services**

Consultant shall:

### **1. General and Project Management**

- A. Serve as City Engineer; designated City Engineer must be a registered civil engineer in the State of California;
- B. Manage and provide all aspects of civil engineering, traffic engineering, front counter services, plan checking, development conditioning, capital project management, construction inspection, and assistance in obtaining federal, state and other funding for transportation and other infrastructure projects;
- C. Review all matters pertaining to engineering to ensure that initiatives proposed and implemented by the City and others are done in a manner that protects the City's interests, and are consistent with local, state and federal laws;
- D. Assist in planning, coordinating, supervising and evaluating infrastructure, programs, plans, and services;
- E. Evaluate the City's needs and formulate short- and long-term plans to meet needs in all areas of public works improvements, including streets, sewers, storm drains, water distribution system, street lights, traffic signals, bridges, median islands, municipal facilities and all other improvements within the public right-of-way;
- F. Provide engineering and design services and manage construction of public works projects, including construction inspection;
- G. Be available to public and private developers to handle matters dealing with the engineering functions of city government;
- H. Maintain, at City Hall, municipal engineering records and maps required to ensure accurate information is available to the public and City staff;
- I. Prepare reports, investigations, studies and evaluations as may be required by the Director of Public Works;
- J. Advise the City as to engineering and construction funding available from other government agencies, and when so directed, prepare and initiate applications for funding;
- K. Serve as Resident Engineer when required pursuant to Caltrans/federal requirements;
- L. Design of capital improvement projects, improvement plans, specifications, bid documents, and public improvement project management and inspection;
- M. Solicit proposals for capital improvement project design work, construction management, and inspection, as needed;

- N. Review and evaluate bid submittals;
- O. Provide construction observation, management, and inspection during the construction of City projects; act as Resident Engineer; assist with cost estimating, approval of payments, and change orders, filing of notices, and other tasks;
- P. Coordinate activities with other departments and outside agencies to obtain various approvals and agreements such as environmental clearances, permits, land acquisition, and rights-of-way for engineering projects;
- Q. Negotiate land acquisitions, dispositions, easements, agreements, leases, and other associated property rights as it relates to engineering projects;
- R. Assist with the development and implementation of a multi-year Capital Improvement Program for the City;
- S. Attend City Council and other meetings as requested; and
- T. Provide such other related engineering services as requested by the City Manager.

## **2. Development Review**

- A. Review proposed improvements and land developments and provide recommendation as to engineering matters to ensure conformance with City ordinances and state law;
- B. Perform statutory functions of City Engineer pertaining to the review and checking of lot line adjustments, parcel and tract maps, including tentative, final and vesting maps. Ensure map conformance with State Subdivision Map Act and City ordinances;
- C. Provide a “turn around” checking time for maps and improvement plans not to exceed two weeks for the first plan check once the application has been deemed complete. The Engineer shall notify the applicant in writing of any final plan or final map deficiencies within thirty days, specifying those items needed to complete the application;
- D. Establish performance, labor and material bond amounts when required and ensure the posting of such bonds within the proper time sequence of such development control;
- E. Provide necessary and related functions as are the normal practice of the City Engineering in control of private development; and
- F. Provide front counter in-take and public information services; utilize City’s permit tracking software.

### **3. Traffic Engineering**

- A. Provide support and expertise in the application of Traffic Engineering principles and practices to provide and enhance the safety and efficient movement of pedestrians, cyclists and vehicular traffic of people and goods within the City of Covina;
- B. Ensure City's compliance with requirements of Section 627 of the California Vehicle Code and all other applicable federal, state, and local laws;
- B. Provide comprehensive analyses of existing and projected traffic conditions; intersection design, rail line or at-grade crossing impacts, speed humps, City parking lot design, and traffic/transportation data collection services;
- C. Provide electronic traffic control device studies and designs (signs, signals, pavement markings, school zone flashers and curve warning flashers);
- D. Review subdivision or new development projects involving traffic impact analyses, transportation modeling, area-wide transportation studies and road impact fee analyses;
- E. Investigate citizen requests for traffic calming measures and respond to citizens;
- F. Provide technical assistance for traffic signal design and day-to-day traffic operations including traffic signals;
- G. Provide technical input to City staff with signing and striping changes, issuing work orders to address citizen requests, signal equipment upgrades and parts, collision analysis, speed limits, traffic volume data and other work performed by City staff;
- H. Review traffic plans for capital improvement projects and advise City on potential issues;
- I. Assist City with preparation of Annual Traffic Safety Report;
- J. Review development plans, including environmental impact reports and impact studies for potential traffic issues and advise City on possible solutions;
- K. Review precise grading and public improvement plans for potential traffic issues and advise City on possible solutions;
- L. Review traffic control plans for construction projects and advise City on potential issues; and
- M. Maintain traffic collision database and advise City on traffic issues involved.

### **4. Construction Inspection**

- A. Coordinate and attend pre-construction meetings;
- B. Review shop drawing and submittals from contractor;

- C. Provide field inspections of work in progress to ensure compliance with plans and specifications;
- D. Follow federal requirements and procedures and filing system for federally funded projects;
- E. Take digital photos of each construction phase throughout duration of project;
- F. Serve as inspector of record (create redline on as-built drawings) for work inspected;
- G. Prepare and distribute written daily inspection reports via e-mail and hard copy;
- H. Coordinate inspections with utility companies as necessary;
- I. Coordinate special testing and inspection work as required;
- J. Report instances of apparent non-compliance with contract plans, specifications to Director of Public Works for resolution;
- K. Verify prevailing wages and payroll information; and
- L. Verify progress payments.

## **5. Testing**

The City will arrange with one testing company and/or a certified testing lab to ensure construction method and material compliance with project documents. Consultant shall oversee the testing and review the testing reports. Testing will include, but not be limited to:

- A. Soil compacting testing;
- B. Asphalt concrete testing; and
- C. Concrete slump and strength testing.

## **6. Federally Funded Projects**

- A. Secure all necessary permits, including CEQA and NEPA compliance, surveying, testing, preparation of plans and specifications, description of construction phasing plan, estimate of probable construction costs, preparation of bid documents, review of construction contract bids, recommendation for award, construction inspection, and construction administration;
- B. Provide all services in accordance with Caltrans standards, FHWA standards, and City standards;
- C. Comply with California Government Code Section 8355 in matters relating to the provision of a drug-free workplace;

- D. Comply with the Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et. Seq., that govern allowable elements of cost;
- E. Comply with the administrative requirements set forth in 49 CFR Part 18, Uniform Administrative Requirement for Grants and Cooperative Agreements to State and Local Governments; and
- F. Comply with CFR Title 49, Part 29, Debarment and Suspension of Certificate, refer to Exhibit 12-E “Debarment and Suspension Certificate” in Chapter 12 of the Caltrans Local Assistance Manual.

**Exhibit B -  
Professional Services Agreement**

**CITY OF COVINA  
PROFESSIONAL SERVICES AGREEMENT**

**1. PARTIES AND DATE.**

This Agreement is made and entered into this [\*\*\*INSERT DAY\*\*\*] day of [\*\*\*INSERT MONTH\*\*\*], [\*\*\*INSERT YEAR\*\*\*] 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 [\*\*\*INSERT NAME\*\*\*], a [\*\*\*[INSERT TYPE OF ENTITY - CORPORATION, PARTNERSHIP, SOLE PROPRIETORSHIP OR OTHER LEGAL ENTITY]\*\*\*] with its principal place of business at [\*\*\*INSERT ADDRESS\*\*\*] (“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 City Engineer 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 [\*\*\*INSERT NAME OF PROJECT\*\*\*] 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 City Engineer Services consulting services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules, and regulations.

3.1.2 Term. The term of this Agreement shall be from [\*\*\*INSERT START DATE\*\*\*] to [\*\*\*INSERT ENDING DATE\*\*\*], 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: [\*\*\*INSERT NAMES\*\*\*].

3.2.5 City's Representative. The City hereby designates the 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 [\*\*\*INSERT NAME OR TITLE\*\*\*], or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

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

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

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

3.2.10 Laws and Regulations; Employee/Labor Certifications. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

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

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

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

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

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

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

### 3.2.11 Insurance.

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

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

A. Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto);

and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. The policy shall not contain any exclusion contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for (1) contractual liability (including but not limited to ISO CG 24 26 or 21 29); or (2) cross liability for claims or suits by one insured against another.

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

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

3.2.11.3 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$2,000,000 per claim, and shall be endorsed to include contractual liability. Defense costs shall be paid in addition to the limits.

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

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

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

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

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

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

3.2.11.5 Separation of Insureds; No Special Limitations; Waiver of Subrogation. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents, and volunteers. All policies shall waive any right of subrogation of the insurer against the City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, or shall

specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

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

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

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

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

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

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

equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

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

3.2.14 Storm Water Management.

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

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

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

3.2.14.4 Liability for Non-compliance.

(A) Indemnity: Failure to comply with laws, regulations, and ordinances listed in Section 3.2.14 of this Agreement is a violation of federal and state law. Notwithstanding any other indemnity contained in this Agreement, Consultant agrees to indemnify and hold harmless the City, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which the City, its officials, officers, agents, employees and authorized volunteers may

sustain or incur for noncompliance with the laws, regulations, and ordinances listed above, arising out of or in connection with the Services, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

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

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

### 3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed [\*\*\*INSERT WRITTEN DOLLAR AMOUNT\*\*\*] (\$[\*\*\*INSERT NUMERICAL DOLLAR AMOUNT\*\*\*]) without the express written approval of the City Manager. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

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

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

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

3.3.5 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public

works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant’s principal place of business and at the project site. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

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

### 3.4 Termination of Agreement.

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

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

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

### 3.5 Ownership of Materials and Confidentiality.

3.5.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or

otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement (“Documents & Data”). All Documents & Data shall be and remain the property of City, and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

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

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

3.5.4 Indemnification. Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or

entity in consequence of the use on the Project by City of the Documents & Data, including any method, process, product, or concept specified or depicted.

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

3.6 General Provisions.

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

**Consultant:**

[\*\*INSERT NAME, ADDRESS & CONTACT PERSON\*\*]

**City:**

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

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

3.6.2 Indemnification.

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

Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

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

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

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

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

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

3.6.7 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees,

hypothecatees or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

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

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

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

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

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

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

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

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

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

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

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

**[SIGNATURES ON NEXT PAGE]**

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF COVINA  
AND [\*\*\*INSERT NAME\*\*\*]**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the [\*\*\*INSERT DAY\*\*\*] day of [\*\*\*INSERT MONTH\*\*\*], [\*\*\*INSERT YEAR\*\*\*].

**CITY OF COVINA**

By: \_\_\_\_\_  
Andrea Miller  
City Manager

Attest: \_\_\_\_\_  
Evelyn Leach  
City Clerk

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
City Attorney

**[INSERT NAME OF CONSULTANT], a  
[INSERT TYPE OF LEGAL ENTITY]**

By: \_\_\_\_\_  
*(Signature)*  
\_\_\_\_\_  
Name *(Print)*  
\_\_\_\_\_  
Title *(Print)*

By: \_\_\_\_\_  
*(Signature)*  
\_\_\_\_\_  
Name *(Print)*  
\_\_\_\_\_  
Title *(Print)*

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

**[\*\*INSERT SCOPE\*\*]**

**EXHIBIT "B"**  
**SCHEDULE OF SERVICES**

**[\*\*INSERT SCHEDULE\*\*]**

**EXHIBIT "C"  
COMPENSATION**

**[\*\*INSERT RATES & AUTHORIZED REIMBURSABLE EXPENSES\*\*]**



# CITY OF COVINA

125 East College Street • Covina, California 91723-2199

PUBLIC WORKS

## **Request for Proposals (RFP) to Provide City Engineering Services**

### **Addendum #1 Issued: July 22, 2015**

The changes in this Addendum are not material, but will be included in the RFP and this Addendum will be part of the RFP documents. All conditions not affected by this Addendum will remain unchanged.

#### **Inquiries:**

**Question 1:** Is the City looking for single source bidders or can we bid the Construction Inspection and Testing sections only?

**Response 1:** Pursuant to Section 2 (Scope of Services) of the RFP, "The selected engineering firm shall have demonstrated expertise in managing and providing comprehensive municipal City Engineering Services, including but not limited to those major work tasks contained in the Scope of Services." The City is seeking proposals that would provide all the required services.

The Understanding and Approach component of Section 3 (Proposal Format) of the RFP specifies that the proposal should "convey how the consultant will provide comprehensive municipal engineering services in most efficient, cost-effective manner. Innovative staffing plans are encouraged based on best management practices and/or methods utilized successfully by the firm in other municipalities." Firms with varying expertise may collaborate and submit one proposal.



**CITY OF COVINA**  
**AGENDA ITEM COMMENTARY**

**MEETING DATE** July 7, 2015

**ITEM NO. CC 10**

**STAFF SOURCE** Siobhan Foster, Public Works Director  
Laura Lara, Assistant Civil Engineer

**ITEM TITLE** To Award Bid for Improvements at the Intersection of Workman Street and Hollenbeck Avenue - Project No. T-1407 and Adopt Resolution No. 15-7367 Appropriating \$248,835 in Available Measure R Fund Balance (account no. 2410-0000-33000) to the Fiscal Year 2015-16 Budget and Allocating Those Funds to the Transit Capital Projects Budget (account no. 4300-4350-55200-T-1407) Transportation Improvements for Expenditure

**STAFF RECOMMENDATION**

- 1) Award the bid for the improvements at the intersection of Workman Street and Hollenbeck Avenue, Project No. T-1407, to Palp, Incorporated DBA Excel Paving Company as the lowest responsive and responsible bidder in the amount of \$226,214;
- 2) Adopt Resolution No. 15-7367 appropriating \$248,835 in available Measure R Fund balance (account no. 2410-0000-33000) to the fiscal year 2015-16 budget and allocating those funds to the Transit Capital Projects budget (account no. 4300-4350-55200-T-1407) Transportation Improvements for expenditure; and
- 3) Authorize the City Manager, or her designee, to approve change orders up to \$22,621 (10% of construction contract value) for a cumulative project cost not to exceed \$248,835.

**FISCAL IMPACT**

The cost of this construction contract is \$226,214 and the total cost of this action will be \$271,456. \$248,835 in available Measure R Fund balance (account no. 2410-0000-33000) will be transferred to the Transportation Capital Project Fund (account no. 4300-4350-55200-T-1407). General Fund expenses of \$22,621 will be incurred for inspection and contract administration activities, which are included in the fiscal year 2015-16 Department of Public Works budget (account no. 1010-2100-50010) General Fund Engineering Labor. A portion of the appropriated funds for inspection and contract administration activities may be transferred to Engineering Fees (account no. 1010-2100-51530) if professional services are needed during the project.

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

Measure R Fund Balance (2410-0000-33000)	\$248,835
General Fund (1010-2100-50010)	\$22,621
<b>Total Sources</b>	<b>\$271,456</b>

Exhibit D, 5 Pages

The following table represents a project summary:

Base Bid	\$226,214
Contingency Allowance	\$22,621
Contract Administration/Inspection	\$22,621
<b>Total Sources</b>	<b>\$271,456</b>

### BACKGROUND

Project T-1407 consists of modifications to the traffic signal at the intersection of Workman Street and Hollenbeck Avenue, traffic striping and paving of:

- Hollenbeck Avenue and Workman intersection;
- Hollenbeck Avenue from 200 feet north of Workman Street to 300 feet south of Workman Avenue; and
- Workman Street from 150 east of Hollenbeck Avenue to 150 feet west of Hollenbeck Avenue.

The Department of Public Works prepared plans and specifications for this project. In compliance with Covina Municipal Code Section 2.20.100, bids were requested and received. The project was advertised in the *San Gabriel Valley Examiner* on April 30, and May 7, 2015. In addition, the Notice Inviting Bids was published on CIPlist.com and multiple bid project websites.

Following advertising, bids were received in the City Clerk's Office on June 1, 2015, and are as follows:

Bidder	Amount
1 PALP Inc. dba Excel Paving Company	\$226,214
2 Hardy & Harper, Inc.	\$244,190
3 Gentry Bros., Inc.	\$261,775
4 Hillcrest Contracting, Inc.	\$262,850
5 PTM General Engineering Services, Inc.	\$265,883
6 All-American Asphalt	\$272,500
7 California Professional Engineering, Inc.	\$272,634

The lowest bid received was six percent lower than the Engineer's Estimate of \$241,632.

The Department of Public Works recommends that Excel Paving Company be awarded the contract for this project as they are the lowest responsive and responsible bidder. Excel Paving has completed similar work for a variety of public agencies including the Cities of Los Angeles, Pasadena, and Simi Valley. Representatives of each of these agencies confirmed that Excel Paving Company had successfully completed the projects listed for their respective agencies and that the agencies were satisfied with the contractor's performance.

The contract for this project will be set as follows:

Contract	Amount
Base Bid	\$226,214
Contingency Allowance	\$22,621
Contract "Not to Exceed" Amount	\$248,835

While \$226,214 is the lowest responsive and responsible bid for the project, \$248,835 is being requested for allocation to cover any unforeseen contingencies that may present themselves during the project. All unexpended funds will return to the City's Measure R Fund balance upon completion of the project.

**EXHIBITS**

- A. Resolution No. 15-7367
- B. Location Map
- C. Bid summary

Respectfully submitted



Siobhan Foster, Director of Public Works  
Public Works Department

**RESOLUTION NO. 15-7367**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
COVINA, CALIFORNIA, TO AMEND THE FISCAL YEAR 2015-  
2016 CAPITAL PROJECT FUND BUDGET TO REFLECT AN  
APPROPRIATION OF \$248,835 FROM MEASURE R FUND  
BALANCE FOR PROJECT NO. T-1407 FOR IMPROVEMENTS  
AT THE INTERSECTION OF WORKMAN STREET AND  
HOLLENBECK AVENUE**

**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 improvements at the intersection of Workman Street and Hollenbeck Avenue.

**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 Project Fund budget as follows:

1. \$248,835 in available Measure R Fund balance (account no. 2410-0000-33000) to Transportation Capital Project Fund (account no. 4350-2200-55200-T-1407) for improvements at the intersection of Workman Street and Hollenbeck Avenue.

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

**PASSED, APPROVED AND ADOPTED** this 7<sup>th</sup> day of July, 2015.

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**John King, Mayor**

**ATTEST:**

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**City Clerk**

**APPROVED AS TO FORM:**

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**City Attorney**

**RESOLUTION NO. 15-7386**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, TO AMEND THE FISCAL YEAR 2015-2016 CAPITAL PROJECT FUND BUDGET TO REFLECT AN APPROPRIATION OF \$22,621 FROM PROPOSITION C FUND BALANCE FOR CONTRACT ADMINISTRATION AND CONSTRUCTION INSPECTION SERVICES FOR PROJECT NO. T-1407 FOR IMPROVEMENTS AT THE INTERSECTION OF WORKMAN STREET AND HOLLENBECK AVENUE**

**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 the 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 contract administration and construction inspection services for improvements at the intersection of Workman Street and Hollenbeck Avenue.

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

**SECTION 1.** Amend the fiscal year 2015-16 Capital Project Fund budget as follows: \$22,621 in available Proposition C Fund balance (account no. 2405-0000-33000) to Transportation Capital Project Fund (account no. 4350-2200-55200-T-1407) for contract administration and construction inspection services for improvements at the intersection of Workman Street and Hollenbeck Avenue.

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

**PASSED, APPROVED AND ADOPTED** this 1<sup>st</sup> day of September, 2015.

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John King, Mayor

ATTEST:

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City Clerk

APPROVED AS TO FORM:

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City Attorney

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**CITY OF COVINA**  
**AGENDA ITEM COMMENTARY**

**MEETING DATE**     September 1, 2015

**ITEM NO. CC 7**

**STAFF SOURCE**     Siobhan Foster, Director of Public Works  
                                 Kristen Weger, Management Analyst

**ITEM TITLE**        **Heating, Ventilation and Air Conditioning (HVAC) Maintenance Services for City-owned and Operated HVAC Systems – Approval of First Amendment to Agreement and Authorize City Manager to Execute Two-Year Contract Extension with Christian Brothers Mechanical Services**

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**STAFF RECOMMENDATION**

- 1) Approve the First Amendment to the Agreement with Christian Brothers Mechanical Services for HVAC maintenance services for City-owned and operated HVAC systems to remove the Police Department HVAC system from the contract's scope of services; and
- 2) Authorize the City Manager to execute the attached two-year contract extension with Christian Brothers Mechanical Services extending the term of the agreement at substantially the same terms and conditions for the period of September 4, 2015 through September 4, 2017.

**FISCAL IMPACT**

The total General Fund impact of the two-year contract extension totals approximately \$3,696 and is comprised of \$2,240 for quarterly maintenance at City Hall (\$280/quarter) and \$1,456 for quarterly maintenance at the City Yard (\$182/quarter). The estimated cost for each of fiscal year 2015-16 and 2016-17 is \$1,848 per year.

The following represents the contract summary:

Description	Cost (\$)/Quarter	Total (\$)
City Hall – quarterly maintenance	280	1,120
City Yard – quarterly maintenance	182	728
<b>Subtotal – Fiscal Year 2015-16</b>	<b>462</b>	<b>1,848</b>
City Hall – quarterly maintenance	280	1,120
City Yard – quarterly maintenance	182	728
<b>Subtotal – Fiscal Year 2015-16</b>	<b>462</b>	<b>1,848</b>
<b>Total Cost</b>	<b>924</b>	<b>3,696</b>

The approved fiscal year 2015-16 Department of Public Works budget contains sufficient funding for the \$1,848 cost of HVAC maintenance services. Funding for the second year of the contract extension will be included in the fiscal year 2016-17 Department of Public Works budget.

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

Account	Total (\$)
City Hall (account no. 1010-0930-52400)	2,240
City Yard (account no. 1010-2900-52400)	1,456
<b>Total Sources</b>	<b>3,696</b>

### **BACKGROUND**

On September 4, 2012, the City Council awarded a bid to Christian Brothers Mechanical Services to provide HVAC maintenance services for City-owned and operated HVAC systems for a three-year period ending on September 4, 2015. Facilities covered by the contract are City Hall, City Yard, and the Police Department. Upon satisfactory contractor performance and if mutually agreeable to both parties, the contract may be extended twice for two-year periods.

The proposed First Amendment to the Agreement with Christian Brothers Mechanical Services for HVAC maintenance services would remove the Police Department HVAC system from the contract. On December 16, 2014, the City Council authorized the award of an Energy Efficiency Design-Build Contract to ACCO Engineered Systems in the amount of \$219,514 for the Police Department HVAC System Upgrade and approved a three-year maintenance services agreement with ACCO for \$20,871 (subject to price escalations for years two and three) to be funded from the Police Department budget (account no. 1010-1000-52400). On June 2, 2015, the City Council accepted the work performed by ACCO and authorized the City Clerk to file a Notice of Completion for the Police Department HVAC System Upgrade.

Based on the satisfactory performance of the Christian Brothers Mechanical Services to date, the Department of Public Works recommends that the City Council authorize the City Manager to execute proposed contract extension contained in Exhibit A, which would extend the contract with Christian Brothers Mechanical Services for the period of September 4, 2015 through September 4, 2017 for City Hall and the City Yard at the current rates. The proposed contract extension with Christian Brothers Mechanical Services allows for the City to terminate the contract extension without cause upon fourteen days' notice.

### **EXHIBIT**

- A. First Amendment to Maintenance Services Agreement
- B. Letter Agreement to Extend HVAC Maintenance Services with Christian Brothers Mechanical Services.

Respectfully submitted



Siobhan Foster/Director of Public Works  
Public Works Department

**AMENDMENT NO. 1 TO  
CONTRACT FOR  
HVAC MAINTENANCE  
IN THE CITY OF COVINA**

This Amendment No. 1 ("First Amendment") to the September 4, 2012 Contract for HVAC Maintenance in the City of Covina ("Contract") between the City of Covina, a California municipal corporation ("City") and Christian Brothers Mechanical Services, Inc., a California corporation ("Contractor") is dated September 1, 2015 and is between City and Contractor.

**RECITALS**

A. City and Contractor entered into the Contract for routine, extraordinary and emergency HVAC maintenance services for all City-owned and operated HVAC systems.

B. City and Contractor desire to amend the Contract to: (1) extend the term of the Contract through September 30, 2017; (2) modify the scope services; (3) modify the compensation amount; and (4) add additional miscellaneous terms.

The parties therefore agree as follows:

1. Article II ("Service Description") of the Contract is hereby amended to read as follows:

"Contractor agrees to provide HVAC maintenance operations, supervision, equipment, maintenance, tools, labor and materials for City-owned and operated HVAC systems located at City Hall and the City Yard, as specified within the Notice Inviting Bids packet for the same, which Notice Inviting Bids is incorporated into this Contract by this reference."

2. Paragraph A of Article III ("Payment") of the Contract is hereby amended to read as follows:

"A. This Contract is for a period of 5 years, renewable thereafter a maximum of one time with the renewal option being for a two-year period upon satisfactory performance and written mutual consent commencing upon authorization. The City agrees to pay the Contractor in accordance with the following schedule:

1. City Hall Preventative Maintenance \$280 PER SCHEDULED MAINTENANCE
2. City Yard Preventative Maintenance \$182 PER SCHEDULED MAINTENANCE"

3. A new Paragraph E is hereby added to Article VII ("Suspension/Termination") of the Contract to read as follows:

"E. This Contract may be terminated by either party at any time, at will, without cause, by giving notice to the other party at least fourteen (14) calendar days before the termination is to be effective. Contractor shall be paid for services satisfactorily rendered

to the last working day this Contract is in effect. Neither party shall have any other claim against the other party by reason of such termination.”

4. A new Paragraph I is hereby added to Article IV (“Performance”) of the Contract to read as follows:

“I. All notices, consents, request, demands and other communications required or permitted under this Agreement shall be in writing and conclusively deemed effective on (1) personal delivery, (2) confirmed delivery by courier service, (3) the first business day after transmission if sent by confirmed facsimile transmission, or (4) the third (3<sup>rd</sup>) business day after deposit in the United States mail, by first class mail, postage prepaid, to the addresses below, or to such other addresses as the parties may, from time to time, designate in writing pursuant to the provisions of this Paragraph I. All notices shall be delivered to the parties at the following addresses:

If to City: City Clerk  
City of Covina  
125 E. College Street  
Covina, CA 91723-2199  
Fax: (626) 384-5425  
E-mail: eleach@covinaca.gov

*With a copy to:*

Siobhan Foster, Director of Public Works  
City of Covina  
125 E. College Street  
Covina, CA 91723-2199  
Fax: (626) 384-5227  
E-mail: sfoster@covinaca.gov

It to Contractor: Attn: Donald Lemons  
Christian Brothers Mechanical Services, Inc.  
11140 Thurston Lane  
Mira Loma, CA 91752  
Fax: (951) 361-2247  
E-mail: steve@cbhvac.com

A party may change its address for purposes of this Paragraph I by giving written notice of its new address to the other party in the manner set forth above.”

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

6. This First Amendment may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument.

7. The First Amendment shall be effective only when signed by all parties.

The parties, through their respective duly authorized signatories, are signing this First Amendment on the date stated in the introductory clause.

City

City of Covina,  
a California municipal corporation

By: \_\_\_\_\_  
Name: Andrea Miller  
Title: City Manager

Contractor

Christian Brothers Mechanical Services, Inc.,  
a California corporation

By: \_\_\_\_\_  
Name: Donald Lemons  
Title:  Chairman  President  Vice President

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title:  Secretary  Asst. Secretary  
 Chief Finance Officer  Asst. Treasurer

**(Please note: 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.)**



# CITY OF COVINA

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

September 1, 2015

Donald Lemons  
President  
Christian Brothers Mechanical Services  
11140 Thurston Lane  
Mira Loma, CA 91752

RE: Extension of HVAC Maintenance Services Contract for City Hall and City Yard with  
Christian Brothers Mechanical Services

Dear Mrs. Lin:

The enclosed contract ("Contract") between Christian Brothers Mechanical Services and the City of Covina for Maintenance 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 HVAC Maintenance in the City of Covina and dated September 4, 2012 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 twenty-four (24) 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.

*The City of Covina provides responsive municipal services and manages public resources to enhance the quality of life for our community.*

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: Christian Brothers Mechanical Services  
 Attn: Donald Lemons  
 Address: 11140 Thurston Lane  
 Mira Loma, CA 91752  
 Phone: (951) 361-2247  
 Facsimile: (951) 361-2247  
 E-mail: steve@cbhvac.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**

**Christian Brothers Mechanical Services**

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Andrea Miller, City Manager

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Donald Lemons, President

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September 1, 2015

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September 1, 2015

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The Planning Commission, at a regularly scheduled meeting on August 11, 2015, held a public hearing. Based on all written and oral evidence presented to the Planning Commission, and the findings made in the staff report, the Planning Commission approved Resolution No. 2015-15 PC (included herein as Exhibit 3), recommending that the City Council approve ZCA 15-001.

### **ZONING ORDINANCE AMENDMENT FINDINGS OF FACTS**

The City Council should make the following findings for the proposed Zoning Code Amendment.

1. The Zoning Code Amendment application is in the public interest and related to furthering the public welfare because it reasonably amends the City's zoning provisions to clarify and amend the definition of "medical marijuana dispensary" to include storage, transport and cultivation of marijuana (as defined in the associated resolution and ordinance), which the staff believes would result in overall positive effects to the City and would not generate any negative impacts.
2. As indicated in the staff report, this amendment will allow for more clarity regarding the prohibition of medical marijuana dispensaries and other related uses, without adversely affecting the public health, safety, or welfare, and may bolster the vitality in and around many commercial centers because some California cities that have permitted the establishment of businesses facilities or persons cultivating, selling or distributing medical marijuana have witnessed an increase in crime, such as burglaries, robberies, and sales of illegal drugs in the areas immediately surrounding such dispensaries, as shown in studies and reports from the California Chiefs of Police Association, the Riverside County District Attorney's Office, the City of Rocklin, and reports of various news agencies.
3. The approval of this Zoning Code Amendment is consistent with the City of Covina General Plan as follows:
  - a. It will contribute to discouraging illogical, conflicting, or peculiar land use arrangements or land use configurations or uses that could lead to blight and deterioration or induce unlawful or criminal activity, and discourage the excessive continuation of "major" nonconforming uses (Land Use Element General Land Use Policy No. a.8); and
  - b. It will assist with the attempt to reduce crime to persons and property by alleviating the underlying causes of and opportunities for offenses through physical design, City programs, and community development and neighborhood preservation activities (Safety Element Policy Area 5, Policy No. aa).

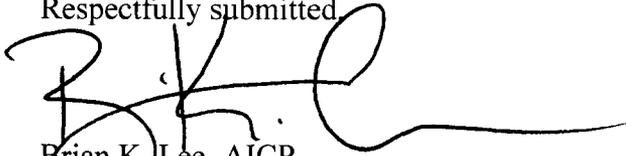
### **ENVIRONMENTAL DETERMINATION**

The proposed Zoning Ordinance Amendment is not subject to the California Environmental Quality Act ("CEQA") because a) pursuant to Section 15060(c)(2) of the CEQA Guidelines (California Code of Regulations, Title 14, Chapter 3), the activity, which involves amending the City's definition of medical marijuana, will not result in a direct or reasonably foreseeable indirect physical change in the environment; b) pursuant to Guidelines Section 15060(c)(3), the activity is not a project; and c) as defined in Section 15378 of the CEQA Guidelines, it would not have a potential for resulting in physical change to the environment, directly or indirectly.

**EXHIBITS**

1. Ordinance No. 13-2025
2. Ordinance No. 15-2042
3. Approved Planning Commission Resolution 2015-015 PC

Respectfully submitted

A handwritten signature in black ink, appearing to read 'B. K. Lee', with a long horizontal flourish extending to the right.

Brian K. Lee, AICP  
Director of Community Development

**ORDINANCE NO. 13 -2025**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA AMENDING SECTIONS 17.04.414.5 AND 17.60.025 OF TITLE 17 OF THE COVINA MUNICIPAL CODE TO EXPRESSLY DEFINE AND PROHIBIT THE OPERATION OF MEDICAL MARIJUANA DISPENSARIES AND MOBILE MARIJUANA DISPENSARIES IN THE CITY.**

**WHEREAS**, in 1996, the voters of the State of California ("State") approved Proposition 215, codified as Health and Safety Code sections 11362.5 *et seq.* and entitled "The Compassionate Use Act of 1996" (the "CUA"), which provides seriously ill Californians "the right to obtain and use marijuana for medical purposes" once a physician has deemed the use beneficial to the patient's health; and

**WHEREAS**, as part of the CUA, Health and Safety Code section 11362.768 regulates several forms through which marijuana can be distributed. Specifically the section applies to "a medical marijuana cooperative, collective, dispensary, operator, establishment, or provider that is authorized by law to possess, cultivate, or distribute medical marijuana and that has a storefront or mobile retail outlet which ordinarily requires a local business license;" and

**WHEREAS**, In 2003, the State legislature enacted SB 420 to clarify the scope of the CUA and to allow cities to adopt and enforce rules and regulations consistent with the provisions of SB 420. Specifically, the Legislature approved the Medical Marijuana Program Act ("MMP") which provided additional statutory guidance for those involved with medical marijuana use and also authorized cities to enact rules and regulations with regard to medical marijuana consistent with California law; and

**WHEREAS**, the CUA expressly anticipates the enactment of additional local legislation. It provides: "Nothing in this section shall be construed to supersede legislation prohibiting persons from engaging in conduct that endangers others, nor to condone the diversion of marijuana for nonmedical purposes." (Health & Safety Code section 11362.5.) The MMP similarly anticipates local regulation, providing: "Nothing in this article shall prevent a city ... from adopting and enforcing ... local ordinances that regulate the location, operation, or establishment of a medical marijuana cooperative or collective ... civil and criminal enforcement of local ordinances; [and] ... other laws consistent with this article" (Health & Safety Code section 11362.83); and

**WHEREAS**, the Federal Controlled Substances Act (the "Controlled Substances

Act"), codified as 21 U.S.C. Section 801 *et seq.*, makes it unlawful for any person to manufacture, distribute or dispense or process with intent to manufacture, distribute or dispense marijuana. Despite the passage of the CUA, the Supreme Court of the United States in *United States v. Oakland Cannabis Buyers' Cooperative* (2001) 532 U.S. 483, held that the Controlled Substances Act continues to prohibit marijuana use, distribution, and possession, and that no medical necessity exceptions exist to those prohibitions and, in *Gonzales v. Raich* (2005) 545 U.S. 1, held that Congress, under the authority of the Commerce Clause of the United States Constitution, could regulate the intrastate manufacture and possession of marijuana in furtherance of the provisions of the Controlled Substances Act; and

**WHEREAS**, several California cities that have permitted the establishment of medical marijuana dispensaries have found that such medical marijuana dispensaries have resulted in negative and harmful secondary effects, including significant increases in traffic, crime, and noise. These harmful secondary effects have involved a wide range of activity including burglaries, takeover robberies of dispensaries, robberies of customers leaving dispensaries, an increase in theft and robberies in the vicinity of dispensaries, illegal re-selling of marijuana obtained from dispensaries, physicians issuing apparently fraudulent recommendations for the use of marijuana, dispensary staff selling marijuana to customers with obviously counterfeit patient identification cards, street dealers attempting to sell marijuana to dispensary customers, dispensary customers using marijuana and then driving under its influence, the sale of other illegal narcotics other than marijuana in the dispensaries, sales of marijuana to minors, and

**WHEREAS**, on May 6, 2013, in *City of Riverside v. Inland Empire Patients Health and Wellness Center, Inc.*, et al., the Supreme Court of California held that local governments can ban medical marijuana dispensaries by stating that nothing in the State of California's marijuana laws "expressly or impliedly limits the inherent authority of a local jurisdiction, by its own ordinances, to regulate the use of its land, including the authority to provide that facilities for the distribution of medical marijuana will not be permitted to operate within its borders." In this opinion, the Court further ruled that the California Constitution grants cities and counties broad power to determine the permitted uses of land within their borders, that the CUA and MMP state or imply no purpose to restrict that power, and that the City of Riverside's prohibition of marijuana dispensaries does not conflict with these statutes because the statutes do no more than exempt certain activities from the state's criminal and nuisance laws; and

**WHEREAS**, in response to the holding in *City of Riverside v. Inland Empire Patients Health and Wellness Center, Inc.*, marijuana advocates have stated that they plan

to narrowly interpret the Court's holding to merely prohibit the dispensing of marijuana from a stationary storefront; and

**WHEREAS**, these marijuana advocates plan on advising marijuana dispensaries to create facilities or offices to handle or process the paperwork for joining a medical marijuana dispensary or medical marijuana cooperative as defined herein, to receive financial compensation or donations for the marijuana, or to give vouchers or other indicia of membership to new members only to later dispense the marijuana from a mobile or on- or off-site standalone delivery source independent of the office; and

**WHEREAS**, the exact number of mobile or on- or off-site standalone delivery services operating in California is unclear, since the state does not keep a registry of mobile medical marijuana distributors. In June of 2013, at least four services within 10 miles of Covina advertised direct delivery of marijuana within the City on "Weedmaps.com", an internet commercial listing service; and

**WHEREAS**, An increase in mobile dispensaries has been found to coincide with successful enforcement actions involving storefront dispensaries. In other parts of the state, shuttered businesses turned to delivery services instead. There is reason to expect the same in the City of Covina, particularly in light of the Supreme Court of California's recent ruling upholding the City's ban on marijuana dispensaries, the City's willingness to cooperate with federal law enforcement operations, and its own aggressive enforcement actions against medical marijuana dispensaries; and

**WHEREAS**, Mobile dispensaries have been strongly associated with criminal activity. Delivery drivers, for example, are targets of armed robbers who seek cash and drugs. As a result, many of the drivers reportedly carry weapons or have armed guards as protection. Examples of such criminal activity reported in the media include the following:

- a. In February of 2013, a Temecula deliveryman was reportedly robbed of cash outside of a Denny's restaurant, which led to a vehicular chase that continued until the robbers' vehicle eventually crashed on a freeway on ramp.
- b. In January of 2013, marijuana deliverymen in Imperial Beach were reportedly robbed after being stopped by assailants (one with a brandished semi-automatic handgun) after making a stop.
- c. In January 2013, a deliveryman was reportedly robbed of three ounces of marijuana while making a delivery outside a Carl's Jr. restaurant in

Riverside, and he told police that the suspect may have had a gun.

- d. In May of 2012, a 23-year-old deliverywoman in La Mesa was reportedly shot in the face with a pellet gun. After running away, the assailants carjacked her vehicle.
- e. In March of 2012, a West Covina deliveryman was reportedly robbed after making a delivery. The deliveryman told police that he was approached by two subjects in ninja costumes who chased him with batons. He was scared and dropped a bag with some marijuana and money, which was taken by the suspects.
- f. In August of 2011, a medical marijuana deliveryman was reportedly robbed of \$20,000 worth of his marijuana (approximately 9 pounds) and a cellular phone in Fullerton. The driver suffered a head cut during the crime.
- g. In June of 2011, a marijuana delivery from a Los Angeles mobile dispensary turned deadly in Orange County when four individuals reportedly ambushed the mobile dispensary driver and his armed security guard and tried to rob them. One of the suspects approached the delivery vehicle and confronted the driver and a struggle ensued. A second suspect armed with a handgun, approached the security guard, who fired at the suspect hitting him multiple times.
- h. In April of 2011, a customer reportedly made arrangements for a medical marijuana deliveryman to meet him in a Safeway parking lot in Salinas. The deliveryman had about \$1,000 in cash and 1.5 pounds of marijuana. As the deliveryman began weighing the order, he looked up and saw a silver handgun in his face. The customer stole money and marijuana. The judge sentenced the customer to five years in state prison.
- i. In May of 2010, a college student who delivers medical marijuana door-to-door was reportedly robbed at gunpoint in Richmond. The assailants took \$1,000 in cash and a pound of marijuana; and

**WHEREAS,** Concerns about non-medical marijuana use in connection with medical marijuana distribution operations have been recognized by federal and state courts. One example is *People v. Leal*, (2012) 210 Cal.App.4th 829. ("Not surprisingly, it seems that the enhanced protection from arrest has proven irresistible to those illegally trafficking marijuana, for if there is even rough accuracy in the anecdotal estimate by

the arresting detective in this case — that nearly 90 percent of those arrested for marijuana sales possess either a CUA recommendation or a card — then there is obviously widespread abuse of the CUA and the MMP identification card scheme by illicit sellers of marijuana. Ninety percent far exceeds the proportion of legitimate medical marijuana users one would expect to find in the populace at large. For this and other reasons, it is impossible for us not to recognize that many citizens, judges undoubtedly among them, believe the CUA has become a charade enabling the use of marijuana much more commonly for recreational than for genuine medical uses.”); and

**WHEREAS**, Despite the CUA and the MMP, the United States Attorneys in California have taken action to enforce the federal Controlled Substances Act against marijuana dispensaries, and have issued letters stating that California cities and officials face possible criminal prosecution for enabling dispensaries to violation federal law; and

**WHEREAS**, in accordance with the authority granted under California Government Code Section 36937, the City, on June 18, 2013, passed by a four-fifths supermajority vote an urgency ordinance to expressly and broadly define the term “medical marijuana dispensary” and prohibit the use of any buildings, structures and land in the City for a medical marijuana dispensary or mobile marijuana dispensary within any zoning district in the City due to the public peace, health, and safety concerns at issue in an effort to protect the community and comply with applicable law; and

**WHEREAS**, as a matter of standard practice, the City Council now wishes to adopt this standard ordinance as a follow up to its adoption of the urgency ordinance adopted on June 18, 2013; and

**WHEREAS**, prior to the adoption of that urgency ordinance, the Covina Zoning Code did not contain an express definition for Medical Marijuana Dispensaries or include in such definition facilities or offices that handle or process the paperwork for joining a medical marijuana dispensary or medical marijuana cooperative, receive any financial compensation or donation for the marijuana, or give vouchers or other indicia of membership to new members of these MMDs or expressly reference by name mobile or off-site delivery of marijuana independent from these facilities or offices and absent such express definition such Medical Marijuana Dispensaries had been prohibited in the City because they had neither been a permitted use in any zoning district in the City nor had they been deemed by the City Council to be a use similar and not more obnoxious and detrimental to the public health, safety and welfare pursuant to Covina Municipal Code Chapter 17.60; and

**WHEREAS**, the City Council hereby finds that, given the recent case law permitting cities to ban medical marijuana dispensaries and the public peace, health, safety and welfare concerns associated with the operation of medical marijuana dispensaries mentioned herein, the City wishes to ban medical marijuana dispensaries, as defined herein, in all zoning districts of the City; and

**WHEREAS**, the City now wishes to expressly define the term Medical Marijuana Dispensaries and expressly prohibit the use of any buildings, structures and land in the City for a Medical Marijuana Dispensary as defined herein.

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

**SECTION 1.** Findings. The above recitals are true and correct and are incorporated herein by this reference.

**SECTION 2.** Section 17.04.414.5 entitled "Medical Marijuana Dispensary" is hereby added to Chapter 17.04 of the Covina Municipal Code and shall read as follows:

**CHAPTER 17.04 DEFINITIONS AND STANDARDS**

...

**17.04.414.5 MEDICAL MARIJUANA DISPENSARY.**

- A. A "medical marijuana dispensary" means any facility or location, including any clinic, cooperative, club, business or group which dispenses, sells, provides, transports or delivers, or arranges the dispensing, sale provision, transport or delivery, of medical marijuana to any person, firm, corporation, association, club, society, or other organization or any owner, manager, proprietor, employee, volunteer, or salesperson thereof, whether such facility, location or delivery service is independent from or affiliated with any fixed facility or location in the City, where medical marijuana is made available to, distributed by, sold or supplied to one or more of the following: (1) more than a single qualified patient, (2) more than a single person with an identification card, or (3) more than a single primary caregiver.

- B. Unless otherwise regulated by ordinance or applicable law, a “medical marijuana dispensary” shall not be construed to include the following uses: (1) a clinic licensed pursuant to Chapter 1 of Division 2 of the California Health & Safety Code, (2) a health care facility licensed pursuant to Chapter 2 of Division 2 of the California Health & Safety Code, (3) a residential care facility for persons with chronic life-threatening illnesses licensed pursuant to Chapter 3.01 of Division 2 of the California Health & Safety Code, (4) a residential care facility for the elderly licensed pursuant to Chapter 3.2 of Division 2 of the California Health & Safety Code, (5) a residential hospice or home health agency licensed pursuant to Chapter 8 of Division 2 of the California Health & Safety Code, to the extent that such use strictly complies with applicable law, including but not limited to California Health & Safety Code Section 11362.5, et seq.
  
- C. A medical marijuana cooperative is two or more persons collectively or cooperatively cultivating, using, transporting, processing, administering, delivering or making available medical marijuana, with or without compensation. The term “medical marijuana cooperative” shall include a medical marijuana collective.
  
- D. All terms used in this definition of medical marijuana dispensary, including but not limited to “medical marijuana,” “qualified patient,” “identification card,” and “primary caregiver,” shall be as defined in California Health & Safety Code Section 11362.5, et seq.”

**SECTION 3.** Section 17.60.025 entitled “Unlisted Use - Medical Marijuana Dispensary” is hereby added to Chapter 17.60 of the Covina Municipal Code and shall read as follows:

**CHAPTER 17.60 PERMITTED USES**

...

**17.60.025 UNLISTED AND UNPERMITTED USE - MEDICAL MARIJUANA DISPENSARY; PUBLIC NUISANCE DECLARED; VIOLATIONS.**

- A. Notwithstanding any other provision of this Code, medical marijuana dispensaries, as that term is defined in Section 17.04.414.5 of this Title, are hereby expressly prohibited from operating in any zone of the City of Covina (including within the Town Center Specific Plan and any Planned Community Development zones). Therefore, the use of any property within the City as a medical marijuana dispensary shall not be treated as a listed or permitted use under this Title and shall not be determined to be a similar use not more obnoxious and detrimental to the public health, safety and welfare under this Title.
  
- B. The operation of any medical marijuana dispensary as defined in this Title within the City is hereby declared a public nuisance and shall be abated pursuant to all available remedies. Violations of this Section may be enforced by any applicable law. Notwithstanding any other provisions of this Code, a violation of this Section is not subject to criminal penalties.
  
- C. No person shall deliver marijuana or marijuana-infused products, such as tinctures, baked goods or other consumable products, to any location within the City from a medical marijuana dispensary, regardless of where the medical marijuana dispensary is located, or engage in any effort to locate, operate, own, lease, supply, allow to be operated, or aid, abet, or assist in the operation of any medical marijuana dispensary in the City.

**SECTION 4.** CEQA. This ordinance is not a project within the meaning of Section 15378 of the State California Environmental Quality Act (“CEQA”) Guidelines, because it has no potential for resulting in physical change in the environment, directly or indirectly. The City Council further finds, under Title 14 of the California Code of Regulations, Section 15061(b)(3), that this Ordinance is nonetheless exempt from the requirements of CEQA in that the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. The City Council, therefore, directs that a Notice of Exemption be filed with the County Clerk of the County of Los Angeles in accordance with CEQA Guidelines.

**SECTION 5.** Custodian of Records. The documents and materials that

constitute the record of proceedings on which these findings and this Ordinance are based are located at the City Clerk's office located at 125 E. College Street, Covina, CA 91723. The custodian of these records is the City Clerk.

**SECTION 6.** Severability. If any section, sentence, clause or phrase of this Ordinance or the application thereof to any entity, person or circumstance is held for any reason to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are severable. The People of the City of Covina hereby declare that they would have adopted this ordinance and each section, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

**SECTION 7.** Effective Date. This Ordinance shall become effective within thirty (30) days after its adoption.

**SECTION 8.** Publication. The City Clerk shall certify to the adoption of this Ordinance. Not later than fifteen (15) days following the passage of this Ordinance, the Ordinance, or a summary of thereof, along with the names of the City Council members voting for and against the Ordinance, shall be published in a newspaper of general circulation in the City of Covina.

**SIGNED AND APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
WALTER ALLEN III, MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

**I HEREBY CERTIFY** that the above and foregoing ordinance was duly passed and adopted by the Covina City Council at its regular meeting held on the \_\_\_\_ day of \_\_\_\_\_, 2013, by the following vote, to wit:

AYES;

NOES:

ABSENT:

---

City Clerk

**ORDINANCE NO. 15-2042**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINA 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 ENVIRONMENTAL QUALITY ACT ("CEQA").**

THE CITY COUNCIL OF THE CITY OF COVINA DOES HEREBY ORDAIN AS FOLLOWS:

**Section 1. Findings.** The City Council of the City of Covina, as the legislative body of the City, makes the following findings in support of this Ordinance amending the definition of a medical marijuana dispensary within the City of Covina.

A. In 1970, the United States Congress adopted the Federal Controlled Substances Act, which established a federal regulatory system designed to combat recreational drug use by making it unlawful to manufacture, distribute, dispense or possess any controlled substance. (21 U.S.C. § 801 *et seq.*; *Gonzales v. Oregon* (2006) 546 U.S. 243, 271-273.) The Federal Controlled Substances Act reflects the federal government's view that marijuana is a drug with "no currently accepted medical use." (21 U.S.C. § 801(b)(1).)

B. In 1996, the voters of the State of California approved Proposition 215, the Compassionate Use Act of 1996 ("the Act"). The Act was implemented and augmented by the State Legislature in 2004 and codified as Health and Safety Code § 11362.5, *et seq.* as the Medical Marijuana Program (the "MMP"). The Act decriminalized the use of marijuana for medical purposes under State law. Neither the Act nor the MMP authorizes medical marijuana dispensaries, mobile medical marijuana dispensaries, or other facilities for the manufacture, sale, dispensing, cultivation, or distribution of medical marijuana, nor requires the City to provide for medical marijuana dispensaries, mobile medical marijuana dispensaries, or the manufacture, sale, dispensing, cultivation or distribution of medical marijuana.

C. In May 2001, United States Supreme Court issued its decision in *United States v. Oakland Buyers' Cooperative* (2001) 532 U.S. 483, holding that distribution of medical marijuana is illegal under the Controlled Substances Act and that there is no medical necessity defense allowed under federal law.

D. On June 6, 2005, the United States Supreme Court issued its decision in *Gonzales v. Raich* (2005) 545 U.S. 1, holding that Congress, under the Commerce Clause of the United States Constitution, has the authority and, under the Controlled Substances Act, 21 U.S.C. § 841, the power to prohibit local cultivation and use of marijuana even though it would be in compliance with California law.

E. On May 6, 2013, in *City of Riverside v. Inland Empire Patients Health and Wellness Center, Inc.* (2013) 56 Cal.4th 729, the California Supreme Court determined that cities and counties have the authority to ban or limit medical marijuana businesses, and that

California's medical marijuana statutes do not expressly or impliedly preempt the authority of California cities and counties to allow, restrict, limit, or entirely exclude facilities that distribute medical marijuana. In addition, the California Supreme Court concluded that cities could prohibit the use of property to cooperatively or collectively cultivate and distribute marijuana, and to enforce such policies by nuisance actions. The California Supreme Court stated that the Act and MMP remove State-level criminal and civil sanctions from specified medical marijuana activities, but these laws do not establish a comprehensive State system of legalized medical marijuana, do not override the zoning, licensing, and police powers of local jurisdictions, and do not mandate or prohibit local accommodation of medical marijuana cooperatives, collectives, or dispensaries.

F. Some California cities that have permitted the establishment of businesses, facilities or persons cultivating, selling or distributing medical marijuana have witnessed an increase in crime, such as burglaries, robberies, and sales of illegal drugs in the areas immediately surrounding such dispensaries, as shown in the studies and reports from the California Chiefs of Police Association, the Riverside County District Attorney's Office, the City of Rocklin, and reports of various news agencies.

G. The United States Department of Justice's California Medical Marijuana Information report has advised that large-scale drug traffickers have been posing as "caregivers" to obtain and sell marijuana. Concerns about non-medical marijuana use in connection with medical marijuana distribution operations have also been recognized by federal and State courts. One example is *People v. Leal* (2012) 210 Cal.App.4th 829, 838-839, in which the appellate court stated:

"Not surprisingly, it seems that the enhanced protection from arrest has proven irresistible to those illegally trafficking marijuana, for if there is even rough accuracy in the anecdotal estimate by the arresting detective in this case — that nearly 90 percent of those arrested for marijuana sales possess either a CUA recommendation or a card — then there is obviously widespread abuse of the CUA and the MMP identification card scheme by illicit sellers of marijuana. Ninety percent far exceeds the proportion of legitimate medical marijuana users one would expect to find in the populace at large. For this and other reasons, it is impossible for us not to recognize that many citizens, judges undoubtedly among them, believe the CUA has become a charade enabling the use of marijuana much more commonly for recreational than for genuine medical uses."

H. Recognizing these serious concerns, the City Council adopted Ordinance No. 13-2025, entitled "An Ordinance of the City Council of the City of Covina, California, Amending Sections 17.04.414.5 and 17.60.025 of Title 17 of the Covina Municipal Code to Expressly Define and Prohibit the Operation of Medical Marijuana Dispensaries and Mobile Marijuana Dispensaries in the City", which added Section 17.60.025 to the Covina Municipal Code to prohibit the operation of medical marijuana dispensaries in all zones, and making findings in support thereof.

I. Based on the case authority cited above, cities and counties may ban, restrict and limit stationary and mobile medical marijuana businesses (whether organized as

collectives, cooperatives, dispensaries, mobile dispensaries or otherwise) and the cultivation of marijuana, despite State laws that allow some use of marijuana for personal medical purposes. Further, the federal Drug Enforcement Agency has continued to enforce federal law by raiding and prosecuting medical marijuana dispensaries in other California cities.

J. The City Council further finds that any use that is similar to a medical marijuana dispensary is already effectively prohibited in the City of Covina because any use that is not expressly allowed by the Covina Municipal Code is effectively prohibited in the City of Covina.

K. The City Council further finds that the purpose of this Ordinance is to expressly clarify and amend the definition of the term “medical marijuana dispensary” as described herein.

**Section 2.** **CEQA.** The City Council hereby finds that it can be seen with certainty that there is no possibility that the adoption and implementation of this Ordinance may have a significant effect on the environment. This Ordinance does not authorize construction and, in fact, imposes greater restrictions on certain development in order to protect the public health, safety and general welfare. This Ordinance is therefore exempt from the environmental review requirements of the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of Title 14 of the California Code of Regulations.

**Section 3.** **Code Amendment.** Subsection A of Section 17.04.414.5 (Medical marijuana dispensary) of Chapter 17.04 (Definitions and Standards) of Title 17 (Zoning) of the Covina Municipal Code is hereby amended to read as follows:

“A. A “medical marijuana dispensary” means any facility, structure, vehicle, residence or location, including any clinic, cooperative, club, store, business or group, which is used in full or in part to dispense, sell, provide, store, cultivate, trade, exchange, barter, transport, deliver, or in any way make available or arranges the dispensation, sale, provision, storage, cultivation, trade, exchange, barter, transport or delivery, of medical marijuana to any person, firm, business, corporation, association, club, society, or other organization or any owner, manager, proprietor, employee, volunteer, or salesperson thereof, whether such facility, location or delivery service is independent from or affiliated with any fixed facility or location in the city, where medical marijuana is made available to, distributed by, sold or supplied to one or more of the following: (1) more than a single qualified patient, (2) more than a single person with an identification card, or (3) more than a single primary caregiver.”

**Section 4.** **Code Amendment.** Subsection C of Section 17.04.414.5 (Medical marijuana dispensary) of Chapter 17.04 (Definitions and Standards) of Title 17 (Zoning) of the Covina Municipal Code is hereby deleted in its entirety.

**Section 5.** **Code Amendment.** Subsection D of Section 17.04.414.5 (Medical marijuana dispensary) of Chapter 17.04 (Definitions and Standards) of Title 17 (Zoning) of the Covina Municipal Code is hereby renumbered to be Section C of Section 17.04.414.5 (Medical marijuana dispensary) and shall now read as follows:

“C. All terms used in this definition of medical marijuana dispensary, including but not limited to “medical marijuana,” “qualified patient,” “identification card,” and “primary caregiver,” shall be as defined in California Health and Safety Code Section 11362.5 *et seq.*”

**Section 6. Construction.** Any court called upon to construe this Ordinance shall do so in a way that does not conflict with State law while preserving the intent of the City Council in enacting this Ordinance.

**Section 7. Savings Clause.** The adoption of this Ordinance shall not in any manner affect the prosecution of any violation of any City ordinance or provision of the Covina Municipal Code, committed prior to the effective date hereto, nor be construed as a waiver of any license or penalty or the penal provision applicable to any violation thereof.

**Section 8. Severability.** If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance, and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of the Ordinance would be subsequently declared invalid or unconstitutional.

**Section 9. Effective Date.** This Ordinance shall become effective within thirty (30) days after its adoption.

**Section 10. Certification.** The City Clerk shall certify to the adoption of this Ordinance and shall cause the same to be posted or published in the manner prescribed by law.

**PASSED, APPROVED AND ADOPTED** this 1st day of September, 2015, upon the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

\_\_\_\_\_  
John C. King, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Mary Lou Walczak, City Clerk

\_\_\_\_\_  
Candice K. Lee, City Attorney

**RESOLUTION NO. 2015-15 PC**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF COVINA RECOMMENDING TO THE CITY COUNCIL OF THE CITY OF COVINA APPROVAL OF ORDINANCE NO. 15-\_\_\_\_, AMENDING CERTAIN SECTIONS OF THE CITY OF COVINA MUNICIPAL CODE TO EXPRESSLY IDENTIFY AND PROHIBIT THE CULTIVATION OF MARIJUANA IN THE CITY AND DETERMINING THAT THE ACTION QUALIFIES FOR AN EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (“CEQA”).**

WHEREAS, California Government Code, Section 65800 et seq. authorizes the adoption and administration of zoning laws, ordinances, rules and regulations by cities as a means of implementing the General Plan; and

WHEREAS, City staff has prepared Ordinance No. 15-\_\_\_\_, which amends certain sections of the Covina Municipal Code to expressly identify and prohibit the cultivation of marijuana in the City; and

WHEREAS, the Planning Commission has carefully considered all pertinent testimony and the staff report presented during a duly noticed public hearing for Ordinance No. 15-\_\_\_\_.

**NOW, THEREFORE, THE PLANNING COMMISSION OF THE CITY OF COVINA DOES HEREBY RESOLVE AS FOLLOWS:**

SECTION 1: Based on the entire record before the Planning Commission, all written and oral evidence presented to the Planning Commission, and the findings made in the staff report and this Resolution, the Planning Commission of the City of Covina hereby recommends that the City Council adopt Ordinance No. 15-\_\_\_\_ entitled: “AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, AMENDING SECTION 17.04.414.5 OF TITLE 17 OF THE COVINA MUNICIPAL CODE TO EXPRESSLY IDENTIFY AND PROHIBIT THE CULTIVATION OF MARIJUANA IN THE CITY.”, which is attached hereto as Attachment “A” and incorporated herein by reference.

SECTION 2: The Planning Commission finds that the above referenced ordinance is in the public interest and reasonably related to the public welfare because it expressly identifies and prohibits the cultivation of marijuana within any zoning district in the City. Several California cities that have permitted the operation of medical marijuana dispensaries and the related cultivation of marijuana have found that such operations result in negative and harmful secondary effects, including significant increases in traffic and crimes such as burglaries, takeover robberies of dispensaries, and cultivation sites, robberies of customers leaving dispensaries, an increase in theft and robberies in the vicinity of dispensaries, illegal re-selling of marijuana obtained from dispensaries and cultivation sites, physicians issuing apparently fraudulent recommendations for the use of marijuana, dispensary staff selling marijuana to customers with obviously counterfeit patient identification cards, street dealers attempting to sell marijuana to dispensary customers, dispensary

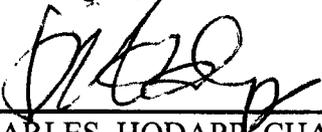
customers using marijuana and then driving under its influence, the sale of other illegal narcotics other than marijuana in the dispensaries, and the sales of marijuana to minors. The failure to expressly prohibit the cultivation of marijuana will expose the City to costs related to regulation, enforcement, and the negative secondary effects of marijuana cultivation including an increase in violent crime. For these reasons, the adoption of Ordinance No. 15-\_\_\_\_ is in the public interest and reasonably related to the public welfare.

SECTION 3: The Planning Commission also finds that adoption of this ordinance is consistent with the City of Covina General Plan because it addresses land use impacts on both neighborhood and citywide levels while discouraging land uses that could induce unlawful or criminal activity and helping to ensure the quality of life for Covina residents, workers, shoppers and others in an effort to maintain individual health, safety and welfare. Further, the ordinance maintains and enhances Covina's positive image and attempts to reduce crime to persons and property by alleviating the underlying causes and opportunities for crime. Overall, the amendments to the City of Covina Municipal Code made by Ordinance No. 15-\_\_\_\_ remain consistent with the objectives and policies of each element of the General Plan and do not obstruct their attainment.

SECTION 4: The ordinance is not subject to the California Environmental Quality Act ("CEQA") because it is not a project within the meaning of Section 15378 of the CEQA Guidelines, because it has no potential for resulting in physical change in the environment, directly or indirectly. The Planning Commission further finds, under Title 14 of the California Code of Regulations, Section 15061(b)(3), Section 15060(c)(2), Section 15060(c)(3), and Section 15378 of the CEQA Guidelines that this Ordinance is nonetheless exempt from the requirements of CEQA in that the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

SECTION 5: The Secretary shall certify to the adoption of this resolution.

APPROVED AND ADOPTED by the members of the Planning Commission of Covina this 11th day of August, 2015.

  
\_\_\_\_\_  
CHARLES, HODAPP, CHAIRMAN  
CITY OF COVINA PLANNING COMMISSION

I hereby certify that the foregoing is a true copy of a resolution adopted by the Planning Commission of the City of Covina at a regular meeting thereof held on the 11th day of August, 2015, by the following vote of the Planning Commission:

AYES: CONNORS, HODAPP, MANNING, MCMEEKIN, PATTERSON  
NOES: NONE  
ABSENT: NONE  
ABSTAIN: NONE

  
\_\_\_\_\_  
COVINA PLANNING COMMISSION SECRETARY

**ORDINANCE NO. 15-XXXX**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINA 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 ENVIRONMENTAL QUALITY ACT (“CEQA”).**

THE CITY COUNCIL OF THE CITY OF COVINA DOES HEREBY ORDAIN AS FOLLOWS:

**Section 1. Findings.** The City Council of the City of Covina, as the legislative body of the City, makes the following findings in support of this Ordinance amending the definition of a medical marijuana dispensary within the City of Covina.

A. In 1970, the United States Congress adopted the Federal Controlled Substances Act, which established a federal regulatory system designed to combat recreational drug use by making it unlawful to manufacture, distribute, dispense or possess any controlled substance. (21 U.S.C. § 801 *et seq.*; *Gonzales v. Oregon* (2006) 546 U.S. 243, 271-273.) The Federal Controlled Substances Act reflects the federal government’s view that marijuana is a drug with “no currently accepted medical use.” (21 U.S.C. § 801(b)(1).)

B. In 1996, the voters of the State of California approved Proposition 215, the Compassionate Use Act of 1996 (“the Act”). The Act was implemented and augmented by the State Legislature in 2004 and codified as Health and Safety Code § 11362.5, *et seq.* as the Medical Marijuana Program (the “MMP”). The Act decriminalized the use of marijuana for medical purposes under State law. Neither the Act nor the MMP authorizes medical marijuana dispensaries, mobile medical marijuana dispensaries, or other facilities for the manufacture, sale, dispensing, cultivation, or distribution of medical marijuana, nor requires the City to provide for medical marijuana dispensaries, mobile medical marijuana dispensaries, or the manufacture, sale, dispensing, cultivation or distribution of medical marijuana.

C. In May 2001, United States Supreme Court issued its decision in *United States v. Oakland Buyers’ Cooperative* (2001) 532 U.S. 483, holding that distribution of medical marijuana is illegal under the Controlled Substances Act and that there is no medical necessity defense allowed under federal law.

D. On June 6, 2005, the United States Supreme Court issued its decision in *Gonzales v. Raich* (2005) 545 U.S. 1, holding that Congress, under the Commerce Clause of the United States Constitution, has the authority and, under the Controlled Substances Act, 21 U.S.C. § 841, the power to prohibit local cultivation and use of marijuana even though it would be in compliance with California law.

E. On May 6, 2013, in *City of Riverside v. Inland Empire Patients Health and Wellness Center, Inc.* (2013) 56 Cal.4th 729, the California Supreme Court determined that cities and counties have the authority to ban or limit medical marijuana businesses, and that

California's medical marijuana statutes do not expressly or impliedly preempt the authority of California cities and counties to allow, restrict, limit, or entirely exclude facilities that distribute medical marijuana. In addition, the California Supreme Court concluded that cities could prohibit the use of property to cooperatively or collectively cultivate and distribute marijuana, and to enforce such policies by nuisance actions. The California Supreme Court stated that the Act and MMP remove State-level criminal and civil sanctions from specified medical marijuana activities, but these laws do not establish a comprehensive State system of legalized medical marijuana, do not override the zoning, licensing, and police powers of local jurisdictions, and do not mandate or prohibit local accommodation of medical marijuana cooperatives, collectives, or dispensaries.

F. Some California cities that have permitted the establishment of businesses, facilities or persons cultivating, selling or distributing medical marijuana have witnessed an increase in crime, such as burglaries, robberies, and sales of illegal drugs in the areas immediately surrounding such dispensaries, as shown in the studies and reports from the California Chiefs of Police Association, the Riverside County District Attorney's Office, the City of Rocklin, and reports of various news agencies.

G. The United States Department of Justice's California Medical Marijuana Information report has advised that large-scale drug traffickers have been posing as "caregivers" to obtain and sell marijuana. Concerns about non-medical marijuana use in connection with medical marijuana distribution operations have also been recognized by federal and State courts. One example is *People v. Leal* (2012) 210 Cal.App.4th 829, 838-839, in which the appellate court stated:

"Not surprisingly, it seems that the enhanced protection from arrest has proven irresistible to those illegally trafficking marijuana, for if there is even rough accuracy in the anecdotal estimate by the arresting detective in this case — that nearly 90 percent of those arrested for marijuana sales possess either a CUA recommendation or a card — then there is obviously widespread abuse of the CUA and the MMP identification card scheme by illicit sellers of marijuana. Ninety percent far exceeds the proportion of legitimate medical marijuana users one would expect to find in the populace at large. For this and other reasons, it is impossible for us not to recognize that many citizens, judges undoubtedly among them, believe the CUA has become a charade enabling the use of marijuana much more commonly for recreational than for genuine medical uses."

H. Recognizing these serious concerns, the City Council adopted Ordinance No. 13-2025, entitled "An Ordinance of the City Council of the City of Covina, California, Amending Sections 17.04.414.5 and 17.60.025 of Title 17 of the Covina Municipal Code to Expressly Define and Prohibit the Operation of Medical Marijuana Dispensaries and Mobile Marijuana Dispensaries in the City", which added Section 17.60.025 to the Covina Municipal Code to prohibit the operation of medical marijuana dispensaries in all zones, and making findings in support thereof.

I. Based on the case authority cited above, cities and counties may ban, restrict and limit stationary and mobile medical marijuana businesses (whether organized as

collectives, cooperatives, dispensaries, mobile dispensaries or otherwise) and the cultivation of marijuana, despite State laws that allow some use of marijuana for personal medical purposes. Further, the federal Drug Enforcement Agency has continued to enforce federal law by raiding and prosecuting medical marijuana dispensaries in other California cities.

J. The City Council further finds that any use that is similar to a medical marijuana dispensary is already effectively prohibited in the City of Covina because any use that is not expressly allowed by the Covina Municipal Code is effectively prohibited in the City of Covina.

K. The City Council further finds that the purpose of this Ordinance is to expressly clarify and amend the definition of the term “medical marijuana dispensary” as described herein.

**Section 2.** **CEQA.** The City Council hereby finds that it can be seen with certainty that there is no possibility that the adoption and implementation of this Ordinance may have a significant effect on the environment. This Ordinance does not authorize construction and, in fact, imposes greater restrictions on certain development in order to protect the public health, safety and general welfare. This Ordinance is therefore exempt from the environmental review requirements of the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of Title 14 of the California Code of Regulations.

**Section 3.** **Code Amendment.** Subsection A of Section 17.04.414.5 (Medical marijuana dispensary) of Chapter 17.04 (Definitions and Standards) of Title 17 (Zoning) of the Covina Municipal Code is hereby amended to read as follows:

“A. A “medical marijuana dispensary” means any facility, structure, vehicle, residence or location, including any clinic, cooperative, club, store, business or group, which is used in full or in part to dispense, sell, provide, store, cultivate, trade, exchange, barter, transport, deliver, or in any way make available or arranges the dispensation, sale, provision, storage, cultivation, trade, exchange, barter, transport or delivery, of medical marijuana to any person, firm, business, corporation, association, club, society, or other organization or any owner, manager, proprietor, employee, volunteer, or salesperson thereof, whether such facility, location or delivery service is independent from or affiliated with any fixed facility or location in the city, where medical marijuana is made available to, distributed by, sold or supplied to one or more of the following: (1) more than a single qualified patient, (2) more than a single person with an identification card, or (3) more than a single primary caregiver.”

**Section 4.** **Code Amendment.** Subsection C of Section 17.04.414.5 (Medical marijuana dispensary) of Chapter 17.04 (Definitions and Standards) of Title 17 (Zoning) of the Covina Municipal Code is hereby deleted in its entirety.

**Section 5.** **Code Amendment.** Subsection D of Section 17.04.414.5 (Medical marijuana dispensary) of Chapter 17.04 (Definitions and Standards) of Title 17 (Zoning) of the Covina Municipal Code is hereby renumbered to be Section C of Section 17.04.414.5 (Medical marijuana dispensary) and shall now read as follows:

“C. All terms used in this definition of medical marijuana dispensary, including but not limited to “medical marijuana,” “qualified patient,” “identification card,” and “primary caregiver,” shall be as defined in California Health and Safety Code Section 11362.5 *et seq.*”

**Section 6. Construction.** Any court called upon to construe this Ordinance shall do so in a way that does not conflict with State law while preserving the intent of the City Council in enacting this Ordinance.

**Section 7. Savings Clause.** The adoption of this Ordinance shall not in any manner affect the prosecution of any violation of any City ordinance or provision of the Covina Municipal Code, committed prior to the effective date hereto, nor be construed as a waiver of any license or penalty or the penal provision applicable to any violation thereof.

**Section 8. Severability.** If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance, and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of the Ordinance would be subsequently declared invalid or unconstitutional.

**Section 9. Effective Date.** This Ordinance shall become effective within thirty (30) days after its adoption.

**Section 10. Certification.** The City Clerk shall certify to the adoption of this Ordinance and shall cause the same to be posted or published in the manner prescribed by law.

**PASSED, APPROVED AND ADOPTED** this 1st day of September, 2015, upon the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

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John C. King, Mayor

ATTEST:

APPROVED AS TO FORM:

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Mary Lou Walezak, City Clerk

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Candice K. Lee, City Attorney



**CITY OF COVINA**  
**AGENDA ITEM COMMENTARY**

**MEETING DATE** September 1, 2015

**ITEM NO. NB 1**

**STAFF SOURCE** Siobhan Foster, Director of Public Works  
Brian Lee, Director of Community Development  
Vivian Castro, Environmental Services Manager

**ITEM TITLE** Introduction 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

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**STAFF RECOMMENDATION**

- 1) Waive full reading, read by title only, and introduce for first reading **Ordinance No. 15-2039**;
- 2) Authorize staff to schedule the second reading of the ordinance at the next City Council meeting on September 15, 2015;
- 3) Direct the Departments of Community Development and Public Works to allow the re-filling of existing and initial filling of new residential swimming pools or outdoor spas with potable water during the period **Ordinance No 15-2039** is going through the second reading and thirty day posting requirement; and
- 4) Direct the Department of Public Works to initiate public outreach on pool and spa water savings tips and investigate other pool and spa-related water conservation measures for possible future inclusion in the Water Conservation Ordinance.

**FISCAL IMPACT**

There is no direct fiscal impact from the proposed adoption of Ordinance No. 15-2039, which would repeal Section 13.06.060.B.5 of Chapter 13.06 (Water Conservation) of Title 13 (Water and Sewers) of the Covina Municipal Code (CMC) to allow the re-filling of existing and initial filling of residential swimming pools or outdoor spas with potable water. While adherence to the mandatory conservation restrictions contained in CMC Chapter 13.06 (Water Conservation) is expected to result in reduced water sales and Water Utility revenue, allowing the re-filling of existing and initial filling of new residential swimming pools or outdoor spas with potable water is not anticipated to appreciably increase water sales and Water Utility revenue due to the small number of pools/spas impacted by this proposed adjustment.

**BACKGROUND**

As drought conditions have worsened in California, Governor Brown has issued a number of executive orders calling for extraordinary water conservation measures. On April 1, 2015,

Governor Brown issued Executive Order B-29-15 requiring statewide mandatory water restrictions for the first time in history. The Executive Order called for specific measures to be developed and enforced by the Department of Water Resources, the California Energy Commission, and the State Water Board, including directing the State Water Board to implement mandatory water reductions in cities and towns throughout California to reduce water usage by 25%.

On May 5, 2015, the State Water Board adopted an emergency regulation to achieve the specific provisions of the April 1 Executive Order, including the mandatory 25% statewide reduction in potable urban water use between June 2015 and February 2016. To reach the statewide 25% reduction mandate, the emergency regulation assigns each urban water supplier (serving more than 3,000 connections) a conservation standard that ranges between 4% and 36% based on their residential gallons per capita per day (R-GPCD) for the months of July to September 2014. Covina's mandatory water reduction target is 28%.

On July 21, 2015, the City Council authorized the City Manager to declare a Level 2 Water Supply Shortage and implement Level 2 Water Supply Shortage Measures as contained in CMC Chapter 13.06 (Water Conservation). The additional water conservation measures went into effect on July 31, 2015 and include a prohibition on the re-filling of existing and initial filling of new residential swimming pools or outdoor spas with potable water. Specifically, CMC Section 13.06.060.B.5 states:

Re-filling of more than one foot and initial filling of residential swimming pools or outdoor spas with potable water is prohibited.

Since the implementation of the Level 2 Water Supply Shortage Measures on July 21, 2015, the inconsistency between the prohibition against the re-filling of existing and initial filling of new residential swimming pools or outdoor spas with potable water and the Community Development Department's continuing issuance of swimming pool permits became apparent. As such, the Departments of Public Works and Community Development began to explore the conservation benefit of CMC Section 13.06.060.B.5 with respect to the City's 28% water reduction target to determine whether it is prudent to maintain the prohibition on re-filling/filling residential pools or spas and stop issuing swimming pool permits or vice-versa.

During this time, the City received attached correspondence (Exhibit B) from the California Pool and Spa Association (CPSA) expressing concern with the City indirectly restricting the construction of residential swimming pools and spas through the Level 2 Water Supply Shortage Measures, which prohibit the re-filling/filling of pools or spas. The CPSA letter and supporting information indicate pools and spas facilitate water conservation. Highlights from the CPSA correspondence and additional research conducted by the Department of Public Works is outlined below.

Data from Santa Margarita Water District (Table 1, Table 2 and Chart 1) shows how water consumption by a swimming pool with hardscape and decking compares to water consumption by equivalent sized traditional and California-friendly landscaping over a five-year period. The

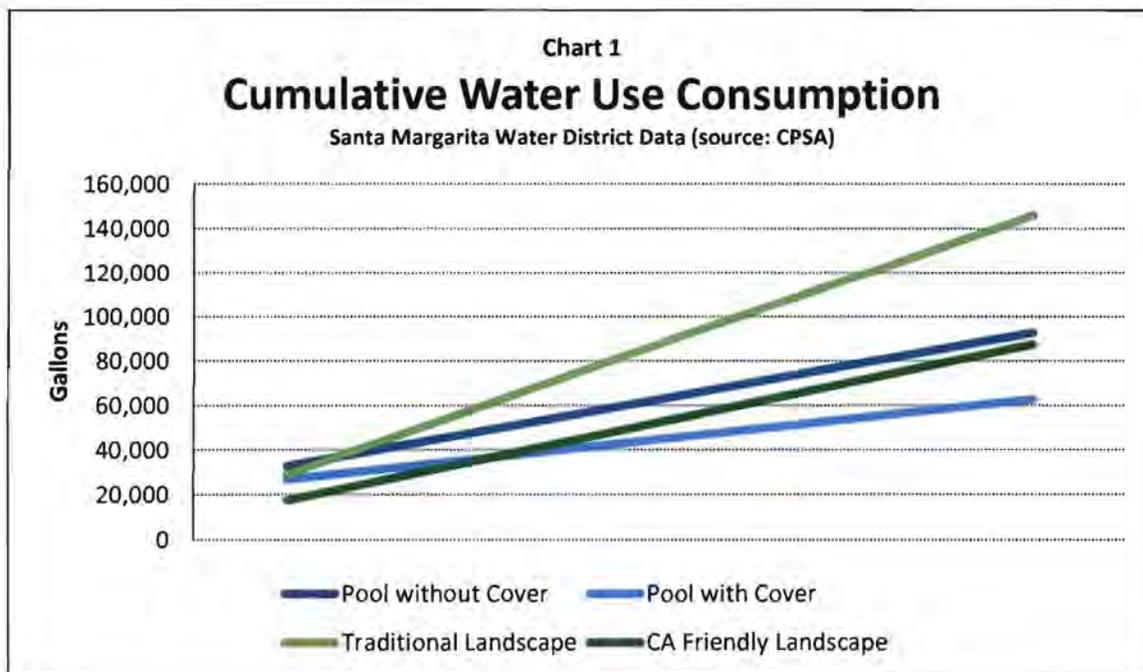
pool without a cover consumes less water (92,712 gal/5 yrs.) than traditional landscaping (145,899 gal/5 yrs.) The pool with a cover consumes less water (62,808 gal/5 yrs.) than California-friendly landscaping (87,539 gal/5 yrs.)

**Table 1 – Santa Margarita Water District: Average Pool Installation (source: CPSA)**

5	Average depth of pool (feet)
480	Pool area (SF)
769	Hardscape and decking (SF)
1,249	Area of traditional landscaping being removed or not installed due to pool install (SF)
17,952	Initial pool fill volume (gallons)
14,952	Annual pool water use without cover (gal)
8,971	Annual pool water use with cover (gal)
29,180	Annual water use of traditional landscaping (gal)
17,508	Annual water use of California-friendly landscaping (SF)

**Table 2 – Santa Margarita Water District: Cumulative Water Use Consumption (source: CPSA)**

	Pool w/o Cover	Pool w/ Cover	Traditional Landscaping	CA-Friendly Landscaping
Year 1	32,904	26,923	29,180	17,508
Year 2	47,856	35,894	58,360	35,016
Year 3	62,808	44,866	87,539	52,524
Year 4	77,760	53,837	116,719	70,031
Year 5	92,712	62,808	145,899	87,539



The Laguna Beach County Water District (LBCWD) diagram depicted below shows three examples that compare water consumption among: 1) a swimming pool with hardscape perimeter and with use of a pool cover; 2) a grass lawn; and 3) drought tolerant landscaping. The data reflects that an uncovered pool with decking consumes less water annually (14,700 gal/yr.) than an equivalent sized grass lawn (17,100 gal/yr.), and a covered pool consumes less water (4,400 gal/yr.) than an equivalently sized drought tolerant landscape (7,600 gal/yr.)

**Table 3 – LBCWD Water Evaporation Rates from Pools (source: City of Laguna Beach)**

**Example 1 – Pool & Hardscape:**



Evaporation =	65.5"/yr
Area =	360 SF
Water use =	14,700 gal/yr
Water use w/ pool cover (70% of time) =	4,400 gal/yr

**Example 2 – Grass Lawn:**



Application rate =	36"/yr
Area =	760 SF
Water use =	17,100 gal/yr

**Example 3 – Drought Tolerant Landscape:**



Application rate =	16"/yr
Area =	760 SF
Water use =	7,600 gal/yr

In addition to the data presented above, a literature survey of various sources indicates the use of a pool cover to reduce evaporation may result in a 60% to 95% reduction in the use of water.

With respect to outdoor spas, according to The Association of Pool & Spa Professionals (APSP), a spa offers four to six months of use for the same water. As a comparison, taking five baths, at 80 gallons each (normal tub size), uses enough water to fill a typical 400-gallon spa. Filling and draining a bathtub twice per week for four months uses 2,720 gallons of water. An outdoor spa uses the same 400 gallons of water continuously throughout those four months.

Many water agencies offer and publicize water savings tips for pools and spas. Examples of such messaging include the following:

- Install pool and spa covers to decrease evaporation by 60% to 90%;
- Make this a “splashless” summer since splashing accounts for considerable water loss;
- Lower pool’s water level to minimize displacement;

- If a pool is heated, reduce the water temperature to reduce evaporation (this saves energy too);
- Maintain hot tub chemicals to extend water use;
- Check pools and spas for leaks; and
- Replace sand and diatomaceous (DE) filters with cartridge filters that do not require backwashing.

#### Current Issue

During fiscal year 2014-15, the City of Covina issued twenty swimming pool permits. Of the permits issued, thirteen were for new construction of pools and/or spas. Seven permits were for repairs, of which four required the pool to be drained and refilled.

Swimming pool permits are required to ensure the safe construction and repair/rehabilitation of pools and/or spas. The practice of continuing to issue permits but not allowing pools to be re-filled or filled, depending on the circumstances, does not promote the public health and safety that permitting seeks to address.

If swimming pools are required to be drained and kept drained to avoid water loss issues with evaporation, there would almost certainly be an impact to pool construction whereby the exterior plaster of the pool will most likely crack and result in damage to the pool. Further, there may be issues related to the safety hazards of an unfilled pool resulting in persons or pets potentially falling into the pool and/or the pool collecting rain water that may lead to breeding areas for mosquitos and other vectors.

During the development of new homes, in some cases, given the topographic constraints of a sloping lot, the incorporation of a pool is an integral part of the structure's foundation design. As a result, a prohibition on all pool construction may mean that a pool could never be constructed on the property in the future after a new residence or major remodel has been constructed.

Additionally, the design of a pool and/or spa is often a major component of the design of a new residence or major remodel, and the expense to re-design based upon a change that would prohibit new pools or spas can be costly to a homeowner.

Given the nominal number of swimming pool permits issued by the City each year, the construction of pools may reduce water consumption when compared to other landscaping alternatives, and the practice of not allowing pools/spas to be filled may create unintended health and safety issues, the Departments of Community Development and Public Works recommend that the City Council introduce 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 CMC. Further, the departments seek City Council authorization to allow the re-filling of existing and initial filling of new residential pools/spas during the period the ordinance is going through the second reading and thirty day posting requirement and direct Public Works to initiate public outreach on pool and spa water savings tips and investigate other pool-related water conservation measures for possible inclusion in the Water Conservation Ordinance.

## **ALTERNATIVES**

At least three alternatives are available to the City Council. First, the City Council may elect to maintain the status quo and not introduce 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 CMC regarding the prohibition on filling residential swimming pools or outdoor spas. This would perpetuate the inconsistency between the prohibition against the re-filling of existing and initial filling of new residential swimming pools or outdoor spas with potable water and the issuance of swimming pool permits by the Community Development Department for nominal to no water conservation benefit.

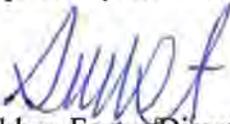
Secondly, the City Council may direct City staff to implement a moratorium on approvals of applications for the construction of residential swimming pools or spas. While this alternative would alleviate the inconsistency between Section 13.06.060.B.5 of Chapter 13.06 (Water Conservation) of Title 13 (Water and Sewers) of the CMC and the issuance of swimming pool permits, this may achieve little water conservation benefit as illustrated by the data presented in this report.

Thirdly, the City Council may introduce 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 CMC regarding the prohibition on filling residential swimming pools or outdoor spas and direct City staff to immediately implement other water conservation requirements for pools and spas, such as mandatory use of a pool cover. While this alternative would resolve the inconsistency between the prohibition against the re-filling of existing and initial filling of new residential swimming pools or outdoor spas with potable water and the issuance of swimming pool permits, it may result in the implementation of other conservation measures that have not been fully vetted by City staff.

## **EXHIBITS**

- A. Ordinance No. 15-2039
- B. California Pool and Spa Association (CPSA) Correspondence Received August 10, 2015

Respectfully submitted



Siobhan Foster/Director of Public Works  
Public Works Department

**ORDINANCE NO. 15-2039**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, REPEALING 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**

**THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA**, does hereby ordain as follows:

**SECTION 1.** Paragraph 5 of Subsection B of Section 13.06.060 of Chapter 13.06 (Water Conservation) of Title 13 (Water and Sewers) of the Covina Municipal Code is hereby repealed in its entirety.

**SECTION 2.** The terms of this Ordinance shall supersede any previous resolutions of the Council or Council policies which may be in conflict or inconsistent with the terms of this Ordinance.

**SECTION 3.** The City Clerk shall certify to the passage of this Ordinance and shall cause same to be published pursuant to state law within fifteen (15) days after its passage, and this Ordinance shall become effective thirty (30) days after its passage.

**INTRODUCED** this \_\_\_ day of September, 2015.

**PASSED, APPROVED, AND ADOPTED** this \_\_\_ day of September, 2015, by the following vote:

\_\_\_\_\_  
John King, Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

## Siobhan Foster

---

**From:** Monica Vargas  
**Sent:** Monday, August 10, 2015 9:31 AM  
**To:** Andrea Miller  
**Cc:** Brian Lee; Siobhan Foster; Vivian Castro  
**Subject:** FW: URGENT: OPPOSITION TO POOL FILLING PROHIBITION  
**Attachments:** Letter of Opposition -- Covina.pdf; SMWD Data.pdf; CPSA Drought PowerPoint.ppt; LA Times Article.pdf; National Geographic April 2015 -- Pool Water Savings.pdf; CPSA Bill Stuffer (rev5-15)[1].pdf; CPSA FAQs 5.20.15.pdf

Andrea,

This email came was sent to all City Council members, City Clerk office and also came in to the City Manager email.

Monica

---

**From:** Alexander MacIraith [<mailto:AMacIraith@nalobby.net>]  
**Sent:** Thursday, August 06, 2015 11:03 AM  
**To:** John King; Kevin Stapleton; Walter Allen; Peggy Delach; Jorge A. Marquez; City Manager; Covina City Clerk  
**Subject:** URGENT: OPPOSITION TO POOL FILLING PROHIBITION

Good Morning,

On behalf of the California Pool & Spa Association, I have attached a letter of opposition to the moratorium on filling swimming pools and spas. Pool filling moratoriums belong in the final stage of the plan during which no outdoor irrigation is permitted. It was just this week that the City of Laguna Beach rescinded their prohibition on pool construction and chose not to include a pool filling prohibition. After a thorough review of the water use by swimming pools and spas it becomes glaringly obvious that moratoriums on pool filling are inconsistent with water savings. A much more meaningful solution is mandatory pool covers which can reduce evaporation by as much as 90 percent. In the past month alone, cities like West Sacramento, Culver City, Thousand Oaks, and Morgan Hill have elected to remove their pool filling prohibitions because they are not supported by the facts, are highly discriminatory against one industry, and impose economic consequences that put people out of work. In every city our association has dealt with, research has determined that it takes less than two-hundredths of a single percent of the city's annual water usage to fill every new swimming pool permitted per year.

Independent studies have found that pools use much less water than traditional landscapes like lawns. This is true because pools typically only need to be filled once every 5-8 years and universally have a surrounding decking area that is typically 1.5 to 3 times the square footage of the pool. The decking area is composed of concrete or wood and no longer requires any water whatsoever. Additionally, the Santa Margarita Water District researched the water used by swimming pools and found that a pool with a cover saves more water than even drought resistant landscaping (please see attachments).

Please review the attached materials and consider rescinding the prohibition on permits for filling swimming pools as it is unfair the only industry that would be put out of business is the one that replaces a water-intensive landscape with a more water efficient swimming pool. A pool filling ban is a de facto ban on the industry as a new pool must be filled or it's shell can warp and face irreparable damage. Furthermore, an empty swimming pool is a serious safety hazard that can result in severe injury or death.

As partners with the Save our Water Campaign and educators of our own statewide campaign (Let's Pool Together) to promote water conservation and inform pool and spa owners of methods that will help them conserve even more water,

we must oppose this moratorium as it is simply not supported by the facts. Thank you for your time and consideration and we look forward to hearing back from you.



**ALEX MACILRAITH**  
*Legislative Aide*  
915 L Street, Suite 1110  
Sacramento, CA 95814  
916-447-5053 / 916-447-7516 fax  
[amacilraith@nalobby.net](mailto:amacilraith@nalobby.net)



# CPSA

California Pool & Spa Association

August 6, 2015

Andrea Miller  
Covina City Manager  
Covina City Hall  
125 E. College Street  
Covina, CA 91723

Dear City Manager Miller:

On behalf of the California Pool & Spa Association (CPSA) and a number of its members who do business in the City of Covina and Los Angeles County, I am writing in strong opposition to the moratorium on filling swimming pools and spa. Independent studies have found that pools and spas are not water wasters, they save tens of thousands of gallons of water compared to the traditional landscaping they replace, generate more than \$5 billion in economic activity in California, and provide the highest economic impact of any industry per acre foot of water with the exception of high-tech. Pools use significantly less water than a lawn and can save more water than even drought resistant landscaping, yet the only industry being put out of business in the City of Covina under existing restrictions is the one that replaces water-intensive turf landscapes with a more water-efficient pool. At the same time, residents remain able to maintain a green lawn, which uses much more water than pools and spas. This prohibition belongs in the final stage of the Water Contingency Plan during which no outdoor irrigation is permitted.

The city's enactment of mandatory water use restrictions specifically reflects the mounting wave of pressure that has engulfed California due to a depleted water supply. As educators of a statewide campaign to promote water conservation, CPSA can support and endorse much of what is contained in the ordinance. However, we must take issue with the item in those restrictions relating to the moratorium on filling swimming pools and spas.

The pool and spa filling prohibition is contrary to any of the restrictions contained in the Governor's Emergency Proclamation of January 17<sup>th</sup> (2014), the Governor's subsequent executive order issued April 25<sup>th</sup> (2014) aimed primarily at outdoor water use, and the most recent April 1<sup>st</sup> (2015) executive order mandating substantial water reductions. Additionally, this restriction goes significantly beyond the emergency regulations approved by the State Water Resources Control Board, who voted on March 17<sup>th</sup> to prohibit certain outdoor water use and require urban water districts to implement mandatory outdoor water restrictions. The SWRCB restrictions relative to pools are limited to only prohibit "the use of potable water in a fountain or other decorative water feature, except where the water is part of a recirculating system."

CPSA opposes and would caution against water restrictions that discriminate against individual businesses, rather than adopting restrictions that encourage water saving by all businesses and

Protect • Educate • Promote

individuals across the board. Once the city begins to go down the road of business-specific water use restrictions, it puts itself in the position of deciding which businesses or industries might be forced to close their doors. For example, prohibiting the use of city water for maintaining a nursery or operating a sod farm all become public policy options with extreme social and economic implications. However, the only restriction by the city of Covina that effectively puts an entire industry out of business is the moratorium on swimming pools and spas. This is extremely problematic to an industry that generates more than \$5 billion annually in economic activity across the state. The prohibition would have a significant impact in terms of the jobs and tax revenue lost, but most importantly it is not supported by the facts.

It is undisputed that swimming pools use very little water. Independent studies have shown that newly-constructed swimming pools save more than 10,000 gallons of water during their first year alone when compared to the lawn landscaping they typically replace. Furthermore, a pool *without* a cover saves 30,000 gallons per year thereafter. Moreover, data from water districts like Santa Margarita have determined that a pool *with* a cover reduces evaporation by as much as 90 percent, resulting in less water being used than even drought-resistant landscaping! That is why water districts and cities who have implemented prohibitions on filling and refilling swimming pools – in the stage(s) before complete prohibitions on irrigation – have repealed this unfair restriction that displaces hard-working families from the economy and puts them out of work. In every city our association has engaged, it has been found that the water used to fill all new swimming pools in the city in one year amounts to less than one-hundredth of one percent of the city's annual water usage. During the past month alone, a variety of cities have removed pool moratoriums including West Sacramento, Thousand Oaks, Laguna Beach, and Morgan Hill.

Moreover, there are select circumstances when filling or refilling a swimming pool is necessary for health, safety, remodeling or maintenance purposes. For example, to forbid a swimming pool owner from filling a new or existing empty swimming pool imposes significant safety hazards that can result in severe injury or even death. To make matters worse, such a restriction exposes pool owners to serious and costly lawsuits. In addition, a swimming pool left empty can result in a warped shell and cause significant or irreparable damage. It is also necessary to drain a swimming pool for health purposes under select circumstance.

The CPSA and its members are trying to be a part of the solution in this year's drought. Despite the fact that swimming pools use substantially less water than the lawns they typically replace, there is still more that swimming pool and spa owners can do to contribute to conservation efforts. That is why the CPSA has launched a statewide campaign – dubbed "Let's Pool Together" – to provide pool and spa owners with additional steps they can take to save water during this severe drought. In fact, our campaign has been referenced by hundreds of pool businesses across the state and has provided consumers with additional conservation tips that allow them to be part of the solution. These efforts have proven successful and resulted in a campaign partnership with the state's Save Our Water campaign – a statewide program headed by the Association of California Water Agencies and the California Department of Water Resources aimed at helping Californians reduce their everyday water use. We have worked with numerous municipalities to create meaningful public policy that can actually conserve water.

The swimming pool industry encompasses a myriad of regional jobs, generates substantial revenue for local governments, and allows thousands of Californians to save water by replacing a water-intensive

landscape with a water-efficient pool. I have included some information that derives from our association as well as the Santa Margarita Water District who recently repealed prohibitions upon swimming pools and spas. For all the aforementioned reasons, we are requesting that the City rescind this unfair prohibition and/or provide CPSA and some of its local members an opportunity to meet with the city's staff to discuss this issue. Thank you for consideration of this request.

Sincerely,

A handwritten signature in black ink, appearing to read "John A. Norwood". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

John A. Norwood  
President, CPSA

cc: The Honorable John C. King, Mayor  
The Honorable Kevin Stapleton, Mayor Pro Tem  
The Honorable Walter Allen III, Council Member  
The Honorable Peggy Delach, Council Member  
The Honorable Jorge Marquez, Council Member

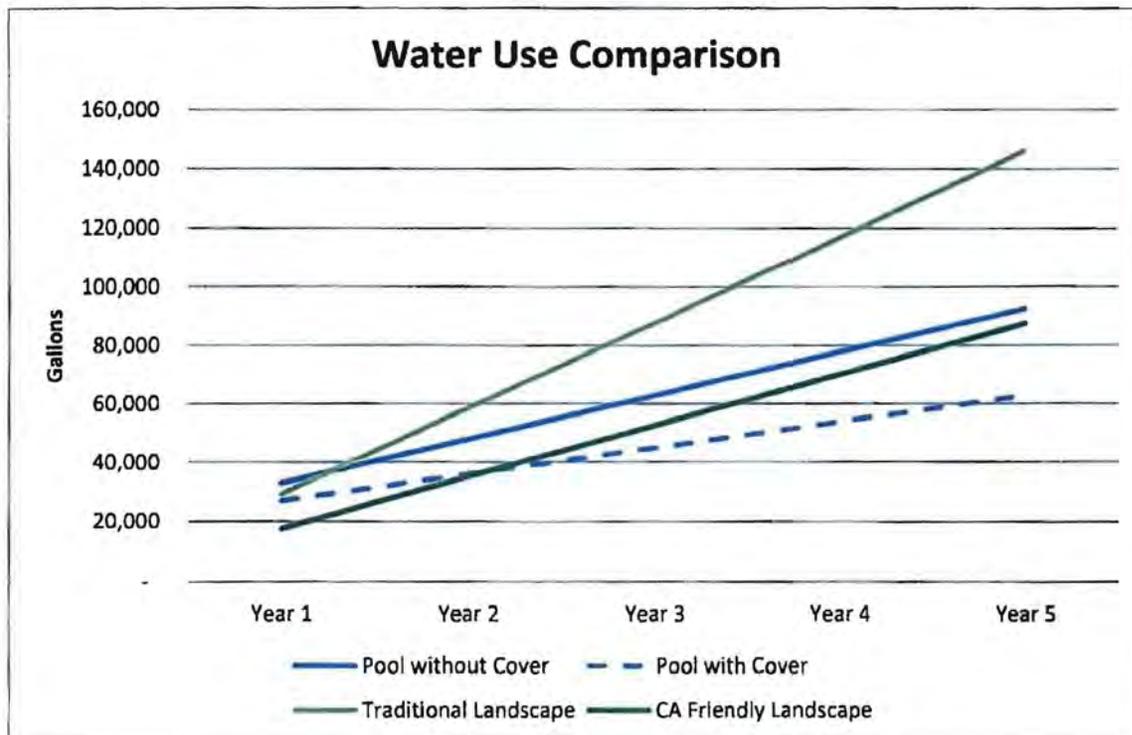
## Santa Margarita Water District Data: Average Pool Installation

Enter data in shaded cells.

5	Enter Average depth of Pool (Feet)
480	Enter Pool area (Square Feet)
769	Enter area of hardscape and decking (Square Feet)
1,249	Area of traditional landscaping being removed or not installed due to pool install (Sq.Ft.)

- 17,952 Initial Pool Fill Volume (Gallons)
- 14,952 Annual Pool Water Use without Cover (Gallons)
- 8,971 Annual Pool Use with Cover (Gallons)
- 29,180 Annual Water Use of Efficient Landscape (Gallons)
- 17,508 Annual Water Use of CA Friendly Landscape (Gallons)

Cumulative Water Use Comparison (Gallons)				
	Pool without Cover	Pool with Cover	Traditional Landscape	CA Friendly Landscape
Year 1	32,904	26,923	29,180	17,508
Year 2	47,856	35,894	58,360	35,016
Year 3	62,808	44,866	87,539	52,524
Year 4	77,760	53,837	116,719	70,031
Year 5	92,712	62,808	145,899	87,539
<b>5 Year Water Cost</b>	<b>\$ 310</b>	<b>\$ 210</b>	<b>\$ 488</b>	<b>\$ 293</b>



## Water agencies are learning pools aren't a big factor during drought



The Siefert family in Mar Vista sometimes feel guilty about their family's pool, but analyses suggest they shouldn't. (Luis Sinco / Los Angeles Times)

By MATT STEVENS

SEPTEMBER 12, 2014, 6:31 PM

**T**he Siefert family are the kind of environmentally conscious family who attend local sustainability workshops and have solar panels atop their Mar Vista home. They use timers on their kids' showers and have planted drought-tolerant landscaping.

But they feel a twinge of guilt over their beloved 52-foot-long swimming pool.

"I haven't thought about the pool as much as I probably should," said Annette Siefert, 50. "But I think we've done everything we can do not to be wasters."

As California's drought worsens, swimming pools have become a target for those who think the classic backyard oasis wastes water. Some water districts have prohibited new pools from being filled and have limited how much water existing pools can use.

But some of those agencies are walking back the rules as they make a surprising discovery: Pools aren't the water wasters some have made them out to be.

Analyses by various water districts, along with scientific studies, conclude that pools and their surrounding hardscapes use about the same amount of water as a lawn of the same size. Over time, pools might even use less water. With pool covers, experts say water evaporation can be cut by almost half, making pools significantly less wasteful than grass and about as efficient as drought-tolerant landscaping.

Facing complaints over a recent ban on filling pools, the Santa Margarita Water District conducted its own water-use analysis. It found that pools require thousands of gallons of water to fill initially, but they use about 8,000 gallons less water than a traditional landscape after that. By the third year, the analysis found, the savings add up, and a pool's cumulative water use falls below that of a lawn.

Water agencies such as the Los Angeles Department of Water and Power have come to similar conclusions.

Armed with new information, Santa Margarita Water District officials will reconsider their ban next week.

"We want to respect the people's rights to use their property. There are many families we know that have saved for pools," said Jonathan Volzke, spokesman for the 155,000-customer district. "But at the same time, the reality around us is that we're in the third year of a serious drought, and we don't know if we're in the third year of a three-year drought or the third year of a 10-year drought."

At least two California water distributors have rolled back pool-filling limitations after being contacted by the pool lobby and crunching the numbers.

In Sacramento County, the Carmichael Water District had banned filling new swimming pools but later moved the restriction to a more severe drought stage after officials realized that the district's customers had already reduced their overall water use by 20%.

About 50 miles northeast of Carmichael, the Placer County Water Agency decided against enacting a pool-filling restriction for existing pools after an analysis showed that the amount of water used for pools was inconsequential compared with total water use.

The approximately 75 new pools the agency permitted in 2013 consumed about 6 acre-feet of water, said Tony Firenzi, deputy director of technical services. For comparison, he said, the agency doles out more than 100,000 acre-feet of water per year to its approximately 38,000 customers.

"You would have to be in very, very desperate conditions to be at a point where water that is consumed at a restaurant or water that is used for filling of a pool is significant enough to change the situation," he said.

The Los Angeles DWP has yet to enter the phase of its conservation plan that prohibits filling residential swimming pools with drinkable water. The department has emphasized reducing irrigation and landscaping before turning to pools, a spokeswoman said. That means that Annette Siefert and her family can keep swimming — at least for now.

Siefert grew up in California and has always had a pool nearby. When her family bought a 16,000-square-foot lot, she knew a pool would go in the backyard.

Her son Casey, 15, has epilepsy, which can make leaving home hard. Nolan Siefert, 17, has Asperger's syndrome, and doesn't usually like going out. The pool is an important center of the family's staycations — a sanctuary where Annette can keep an eye on her kids from the kitchen.

On a recent weekday, Nolan cannonballed into the deep end as the sun began to set. Casey dove in after, drawing his parents' praise.

"It's here now, and I would never consider emptying the pool," Annette said. "At some point you just live. This is what makes us really happy."

[matt.stevens@latimes.com](mailto:matt.stevens@latimes.com)

Twitter: [@MattStevensLAT](https://twitter.com/MattStevensLAT)

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# Frequently Asked Questions

## **How many pools are there in California?**

There are more than 1.2 million residential pools and 46,000 commercial pools, which includes hotels, apartments and municipal pools.

## **How many pools are constructed each year in California?**

There were approximately 12,600 new residential pools constructed in California in 2013. Approximately 698 acre-feet of water were used to fill all of the pools built in 2013.

## **Why is the pool and spa industry important for our states's economy?**

From the tens of thousands of small business owners and employees to the millions of dollars in economic output, the pool and spa industry helps keep California solvent.

## **Doesn't it make sense to target the pool and spa industry during a drought?**

The governor has made it very clear he does not want local agencies to pass drought restrictions that will solely impact one industry. Every industry should be working together to save water during the drought. When water districts propose regulations affecting just pool and spa owners and builders, they are promoting a policy that will adversely affect just one industry. From builders to suppliers to maintenance workers, the pool and spa industry is composed of local small, often minority-owned, businesses. Imposing such industry-specific regulations will put hundreds of local workers out of business and mean less money for local governments that rely on money from building permits and tax revenues.

## **Does a pool or spa really save more water than a lawn?**

Yes! A well-maintained pool or spa uses less water per day than an irrigated lawn. Since most pool designs include a footprint larger than just the pool itself, wooden or concrete decking replaces even more traditional, water-intensive landscaping. In fact, according to a study done by the Santa Margarita Water District, a 1,200 sq. ft. pool installation uses about the same amount of water as California-friendly, drought-resistant landscaping in the year after the pool has been constructed.

In the first year of pool construction, a new pool requires less water than a traditional lawn. On average, water use, including filling a new 1,200 square-foot pool after it's installed is 32,000 gallons. A 1,200 square-foot lawn uses approximately 44,000 gallons per year.

*(more on reverse side)*



For more info, visit [www.theCPSA.org](http://www.theCPSA.org)

### **Will a ban on constructing new pools really hurt the economy?**

Yes. The pool and spa industry generates more than \$5 billion in economic activity every year. In 2013, the California pool and spa industry contributed:

- \$555 million in sales revenue from the installation and construction of all in-ground swimming pools in California.
- \$918 million from retail/accessory purchases for all pools, which can include associated equipment and chemical purchases.
- \$758 million from maintenance and/or recurring pool services for residential and commercial pools.
- \$205,226 in state sales tax for every acre-foot of water used by the pool and spa industry.

### **How many jobs does the pool and spa industry provide?**

In 2013 alone, more than 54,800 Californians were employed by the pool and spa industry. The pool and spa industry generates 11,700 jobs per 1,000 acre-feet of water it uses. That is considerably higher than other industries, like agriculture, which only produces 12 jobs per 1,000 acre-feet.

### **What can pool and spa owners do to save water during the drought?**

Pool and spa owners should visit [www.letspooltogether.com](http://www.letspooltogether.com) to learn more about tips on how to save water during the drought. Some simple tips include:

- Using a pool cover, which decreases evaporation by 90 percent and makes a pool and decking as efficient as drought-resistant landscaping.
- Making this a “splashless” summer since splashing accounts for considerable water loss.
- Lowering your pool's water level to limit water displacement.



For more info, visit [www.theCPSA.org](http://www.theCPSA.org)



Explore  
Planet Earth

## Splash Down

More than one million swimming pools gleam from California's backyards. With the state in its fourth year of drought, these residential oases have become a target of local water restrictions. Yet pools can waste less water than traditional lawns, research has shown.

"The big thing with a pool is that you fill it once," says Jonathan Volzke, spokesperson for the Santa Margarita Water District in Orange County, which rolled back its pool prohibitions after analyzing water usage. Pools are also usually surrounded by decks, which means an area up to three times the size of the pool no longer requires any water at all. Add a cover to prevent evaporation, and a pool can use even less water over time than drought-tolerant landscaping. —Rachel Hartigan Shea

PHOTO: DAMON BERGER

# California's Drought & Pool Industry 2015



# Pool Industry Compared to Other Industries

Economic Sector	\$ (GSP 2001) / Acre Foot
Rice	\$58
Alfalfa	\$65
Cotton	\$252
Total Agriculture	\$893
Orchards	\$927
Vineyard	\$1,510
Fruits & Vegetables	\$3,585
Schools	\$36,378
Food Processing	\$88,784
Paper & Mills	\$124,045
Petroleum Refining	\$162,274
Total Commercial	\$547,153
Total Industrial	\$574,923
Swimming Pools	\$903,226
Hi-Tech	\$949,614

**Dollars of Gross State Product  
(2001) per Acre-Foot of Water Used**

<b>Economic Sector</b>	<b>Jobs / 1,000 Acre Foot</b>
Rice	1
Cotton	3
Almond / Pistachio	6
Total Agriculture	12
Fruits & Vegetables	18
Vineyard	35
Petroleum Refining	195
Schools	1,000
Food Processing	1,081
Office Buildings	2,509
Semiconductors	9,013
Retail Stores	10,428
Swimming Pools	11,797



2013: 698 Acre feet of water used to fill all of the pools built in the state of California – 8,234 Jobs were created

## Actual Water Use of Average Pool

- Premise...Pools Replace Lawns  
Average Pool Covers 1,200 Square Feet of Yard  
(475 Square Feet (Pool) + 725 Square Feet of (Concrete))
- Year One Analysis of Water Use
 

Average Pool to Fill	18,000
Make-up Water	<u>14,000</u>
	32,000
- Water Used to Water  
1,200 Square Foot Lawn 44,000
- Water Savings in Fill Year 12,000 Per Pool
- Water Savings Every Year  
Thereafter 30,000 Per Pool



## POOLS SAVE WATER

How big is your pool? - SQFT of Water	475
Shallow End Depth?	3.5
Deep End Depth?	6.5
How big is your patio? - SQFT of Decking	725
Annual Water Savings - Gallons	30,150
Pool Capacity - Gallons	17,813
Annual Water Savings - Gallons - Year of Fill	12,338

Yearly Savings		Total Savings	
Year 1 - Fill Year	12,338		12,338
Year 2	30,150		42,488
Year 3	30,150		72,638
Year 4	30,150		102,788
Year 5	30,150		132,938
5 Year Water Savings			132,938

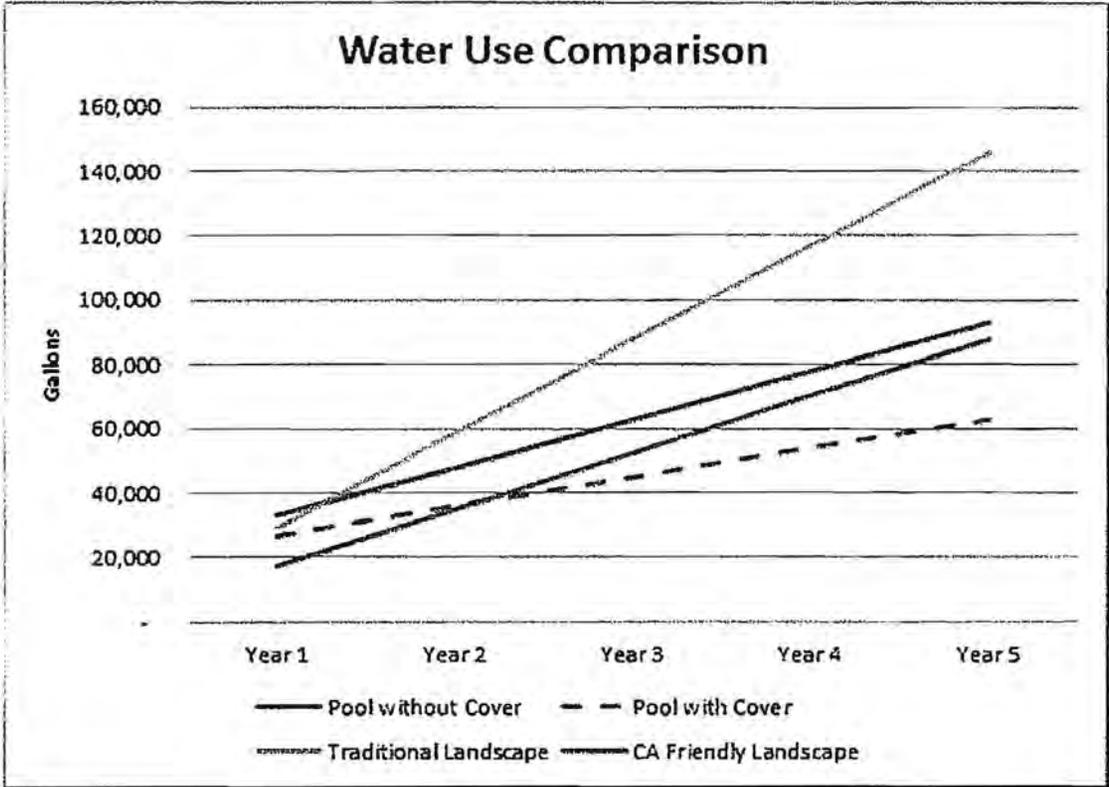
**Santa Margarita Water District Data: Average Pool Installation**

Enter data in shaded cells.

5	Enter Average depth of Pool (Feet)
480	Enter Pool area (Square Feet)
769	Enter area of hardscape and decking (Square Feet)
1,249	Area of traditional landscaping being removed or not installed due to pool install (Sq.Ft.)

- 17,952 Initial Pool Fill Volume (Gallons)
- 14,952 Annual Pool Water Use without Cover (Gallons)
- 8,971 Annual Pool Use with Cover (Gallons)
- 29,180 Annual Water Use of Efficient Landscape (Gallons)
- 17,508 Annual Water Use of CA Friendly Landscape (Gallons)

Cumulative Water Use Comparison (Gallons)				
	Pool without Cover	Pool with Cover	Traditional Landscape	CA Friendly Landscape
Year 1	32,904	26,923	29,180	17,508
Year 2	47,856	35,894	58,360	35,016
Year 3	62,808	44,866	87,539	52,524
Year 4	77,760	53,837	116,719	70,031
Year 5	92,712	62,808	145,899	87,539
<b>5 Year Water Cost</b>	\$ 310	\$ 210	\$ 488	\$ 293





**California is now in the fourth year of a drought! Here are simple tips for pool, spa and hot tub owners to save water and money! As a residential swimming pool, spa or hot tub owner, you are already conserving water compared to what a conventional residential backyard uses. That's right! Swimming pools, spas and hot tubs use less water than the same square footage of a lawn, and if you add in the pool deck area that would otherwise be grass, the water saved is multiplied. In fact, swimming pools with covers use less water than even drought resistant landscaping!**

*But there is even more you can do to conserve water simply by following these easy tips.*

**If you own a pool or in-ground spa:**

1. Install a pool cover to reduce water evaporation by as much as 90%.
2. Shut off waterfalls, fountains, and other water features to reduce water loss and evaporation.
3. Check the pool for leaks. Contact your pool service professional for guidance.
4. Minimize splashing or lower the pool's water level to reduce "splashout."
5. Plug the overflow line when the pool is in use.
6. Replace sand and DE filters with cartridge filters that do not require backwashing.
7. Keep your pool clean to reduce frequency of backwashing.
8. If your pool is heated, reduce the water temperature to reduce evaporation.

**If you own a hot tub or spa:**

1. Keep it covered.
2. Maintain the chemicals to extend water life.
3. Check the equipment for leaks.
4. Drain only when absolutely necessary.
5. Check with your pool service professional for new technology that helps keep the water clean and reduce the need to drain the spa.
6. If you drain your spa, reuse the water to irrigate plants and landscaping.



**For more info, visit [www.theCPSA.org](http://www.theCPSA.org)**

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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.

The ordinance and moratorium would expire 45 days after its adoption unless extended by the City Council at a regularly noticed public hearing pursuant Government Code Section 65858.

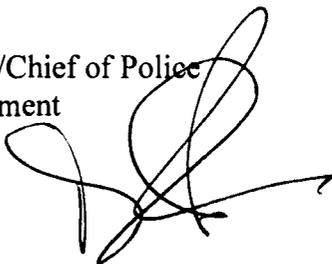
Staff intends to complete a new dance and entertainment ordinance for Council review within 30 days.

## **EXHIBITS**

A. Ordinance No. 15-2040

Respectfully submitted

Kim J. Raney/Chief of Police  
Police Department

A handwritten signature in black ink, appearing to read 'Kim J. Raney', written over the typed name and title.

ORDINANCE NO. 15-2040

AN URGENCY ORDINANCE OF THE CITY OF COVINA DECLARING A MORATORIUM ON THE ESTABLISHMENT OF 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. On September 1, 2015, the City Council considered the adoption of this Ordinance at a duly noticed public meeting and on the basis of the record thereof finds the following facts to be true.

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 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 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 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 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 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.

F. 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.

G. 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.

H. 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.

I. 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.

J. 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.

## Section 2. Moratorium.

A. The City hereby declares 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. 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. This Ordinance shall expire 45 days after its adoption unless extended by the City Council at a regularly noticed public hearing pursuant to California Government Code Section 65858.

Section 4. 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 expansion or any existing dance or entertainment venue. 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 5. 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 6. 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 Interim Ordinance, or any extension hereof, a written report describing the measures taken to alleviate the conditions which led to the adoption of this Interim Ordinance.

Section 7. Extension of Time. The Director of Community Development and the City Clerk shall undertake all actions legally necessary to extend this Interim Ordinance in the event the report desired by this City Council will not be concluded on or before the forty-fifth (45th) day subsequent to the adoption of this Interim Ordinance.

Section 8. 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 9. 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 September 1, 2015.

\_\_\_\_\_  
John C. King, Mayor

ATTEST:

By: \_\_\_\_\_  
Evelyn Leach  
Interim Chief Deputy City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Candice K. Lee  
City Attorney

CERTIFICATION

I, Evelyn Leach, Interim 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 1st day of September 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 1st day of September 2015.

---

Evelyn Leach  
Interim Chief Deputy City Clerk

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**CITY OF COVINA**  
**AGENDA ITEM COMMENTARY**

**MEETING DATE**    September 1, 2015

**ITEM NO.**    **NB 3**

**STAFF SOURCE**    Andrea M. Miller, City Manager

**ITEM TITLE**        **Adoption of Resolution No. 15-7389 establishing the City's Mission Statement, Vision Statement, City Slogan, Core Values, and Core Strategies for FY 2015-16**

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**STAFF RECOMMENDATION**

Adopt Resolution No. 15-7389 establishing the City's Mission Statement, Vision Statement, City Slogan, Core Values, and Core Strategies for FY 2015-16.

**FISCAL IMPACT**

The FY 2015-16 Adopted Budget includes funding related to the completion of the goals and objectives identified for completion this fiscal year.

**BACKGROUND**

On August 12, 2015, and August 18, 2015, the City Council and members of the City's Executive Team participated in Strategic Planning meetings. These meetings were intended to ensure there is alignment in the City Council's vision and expectations for the community and the City organization, build upon the City's strengths, position the City to take advantage of opportunities, and make Covina a great place to live, work and invest.

The first session focused on a Strengths – Weaknesses – Opportunities – Risk (SWOT) assessment, demographic data, housing and development code information, and community image. The agenda for the second session was structured to allow for group discussion and dialog related to the mission, goals, objectives, and expectations for development. The goal was to define the City Council's collective view of success, and together, the group then prioritized the activities, or goals and objectives, to make this view our reality.

During the meetings, the City Council reflected upon the existing Mission and Vision Statements and Core Values. Following discussion and debate, the Mission and Vision Statements were revised to better reflect the vision. The Core Values were updated to include value statements that define the expectations, and a City Slogan was established. Attachment A reflects the Mission and Vision Statements, Core Values and City Slogan adopted by the City Council at the August 18 meeting.

The group then identified discussed Core Strategies and identified six core strategies that are critical to achieving success. These six core strategies serve as the foundation of the Strategic

Plan, which aims to build upon the City's past success while setting forth goals for our future. The six Core Strategies adopted by the City Council at the August 18 meeting include:

1. Provide a safe and secure community.
2. Enhance the quality of life.
3. Promote a strong, diverse local economy.
4. Develop a responsive, inclusive, participatory and transparent City government focused on customer service.
5. Secure a sound, sustainable financial strategy for the future.
6. Maintain and improve Covina's infrastructure.

Goals and objectives were identified in each of the areas, and based on the comments and group discussion by the City Council and Executive Team, were updated to reflect the items to be accomplished in the near term. The Core Strategies and Goals and Objectives reviewed by the Council at the meeting and thereafter updated based on discussion are also included in Attachment A.

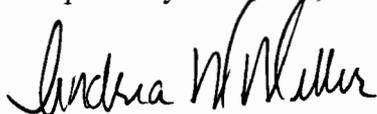
Attachment B is a reporting system that reflects the Core Strategies and Goals and Objectives and identifies the person and/or department responsible for completing the project, the deadlines and comments and status. This chart will be updated monthly and provided to the City Council and community. The Mission and Vision Statements, City Slogan, City Values and Core Strategies will be communicated throughout the organization to ensure staff is aligned with the expectations, posted in City facilities, and communicated to the community through the City's website and various publications.

Attachment C is Resolution No. 15-7389 establishing the City's Mission Statement, Vision Statement, City Slogan, Core Values, and Core Strategies for FY 2015-16.

**EXHIBITS**

- A. Mission Statement, Vision Statement, City Slogan, Core Values, and Core Strategies for FY 2015-16
- B. Mission Statement, Vision Statement, City Slogan, Core Values, and Core Strategies for FY 2015-16 – Reporting Form
- C. Resolution No. 15-7389

Respectfully submitted,



Andrea M. Miller, City Manager

**CITY OF COVINA  
STRATEGIC PLANNING MEETINGS – AUGUST 2015**

**MISSION STATEMENT**

Covina is dedicated to being a vibrant hometown for the future, embracing our tradition as an exceptional place to live, work, play and invest.

**VISION**

The City of Covina is a vibrant, safe, responsive community where residents enjoy an exceptional quality of life and businesses thrive.

**CITY SLOGAN**

Covina – A hometown for the future.

**CORE VALUES**

The City of Covina values . . .

- Exemplary Customer Service – We value responsive, professional and courteous service to all, and all members of the City organization shall embrace the City’s service-oriented philosophy.
- Teamwork – We support and embrace the unique talents of all Covina officials, employees and volunteers and believe teamwork and collaboration are the most effective way to achieve success.
- Ethics and Integrity – We believe honest and ethical decision making is in the best interest of the City, and Covina’s leaders shall value and demonstrate good character and sound judgment.
- Leadership and Vision – We encourage new ideas to meet the needs of our community in a creative, progressive manner.
- Dedication – We are dedicated to providing quality municipal services.
- Open communication – We believe in the transparency of government and encourage and support public participation in the decision-making process.
- Diversity – We recognize and embrace the rich diversity of the community and workplace by maintaining an environment which respects all.
- Unity – We only have one agenda and make decisions based on what is best for Covina. The members of the team trust one another and set aside individual preferences and differences for the betterment of the community.

**CORE STRATEGIES**  
**Goals and Objectives**

**Provide a safe and secure community.**

1. Pair the PD's Service Area Lieutenants with Code Enforcement Officers to assist in identifying and resolving neighborhood and community issues.
2. Conduct a meeting involving all City Departments and services in each of the 3 service areas to increase community awareness of the City's programs and services and provide an opportunity for residents to advise as to problems and issues in their area.
3. Meet with the Prospero Park property owners to begin to explore opportunities to create a financing plan to fund needed improvements in the area.
4. Increase the number of participants in the Neighborhood Watch Program.
5. Engage the County's Section 8 Program Coordinators in the City's code enforcement and law enforcement efforts.
6. Request that Area D complete an assessment of the City's emergency management procedures and programs and make recommendations as needed.
7. Conduct one tabletop exercise for staff.
8. Conduct three training programs for City staff on emergency management.

**Enhance the quality of life.**

1. Conduct a survey using the City's existing outreach efforts to gauge the community's priorities with respect to recreation and cultural opportunities.
2. Develop an Action Plan to create a Beautification Day that promotes civic pride and involves organizations and individuals throughout the City.
3. Establish recognition opportunities to celebrate residents, community leaders, organizations, and businesses that advance the core strategies.
4. Strengthen the property maintenance and public nuisance provisions in the City code.
5. Develop a Code Enforcement Program that promotes beautification and implements best practices.

**Promote a strong, diverse local economy.**

1. Develop a 2–3 year Economic Development Action Plan.
2. Review and analyze the Downtown Specific Plan and make recommendations to ensure consistency with the vision for the Covina Downtown.
3. Encourage and facilitate the development of commercial establishments that serve the needs of the local community and region including restaurants and shopping opportunities, create quality jobs, and support the region's leading trade and industry clusters through the development of a business concierge program.
4. Implement land use policies that support growth and development while continuing to promote a balanced community through strategic General Plan and Zoning Code amendments. Concurrently, a strategy for the timing of amendments will be developed.
5. Coordinate with the local Small Business Administration offices to provide greater access to federal and state resources.
6. Strengthen business outreach efforts to ensure the City is aware of challenges, obstacles and barriers facing local businesses and work cooperatively with the business community to address them. Strengthen business outreach efforts to ensure the City is aware of the

challenges, obstacles and barriers facing local businesses and work cooperatively with the business community to address them.

### **Develop a responsive, inclusive, participatory and transparent City government focused on customer service.**

1. Review the Commission and Advisory Body structure to promote resident and community participation.
2. Rebrand the City's newsletter to enhance the readability, attractiveness and accessibility of information. Evaluate opportunities to increase the frequency of the publication and repurposing of the document to make the information available to the broadest possible audience.
3. Update the City's Website to enhance the attractiveness and accessibility of information.
4. Engage in addressing regional issues and advocate for policies and positions that serve Covina's best interests through participation in regional and sub-regional organizations.
5. Support regional and statewide efforts to protect local control of Covina's resources.
6. Strengthen the culture of open and transparent government decision-making and accountability by expanding electronic access to City information and documents.
7. Expand communication efforts to enhance the community's awareness of what the City is doing and how tax dollars are being spent and invested.

### **Secure a sound, sustainable financial strategy for the future.**

1. Develop, adopt, implement and adhere to sound financial policies that protect the City's resources.
2. Develop a Ten-Year Financial Plan.
3. Assess user fee and cost recovery policies.
4. Complete a Water Rate Study.
5. Review, analyze and update the business license structure to incentivize businesses and industries that create and maintain jobs and provide revenues.
6. Enhance local revenues through more effective collection measures.
7. Explore developer impact and other fees and charges for services.

### **Maintain and improve Covina's infrastructure.**

1. Analyze the conditions at the Joslyn Center, make recommendations and complete the improvements.
2. Complete Grand Avenue pavement and street improvements.
3. Develop and finance a five-year Pavement Preservation Program.
4. Systematically identify and prioritize infrastructure needs (streets, sidewalks, parks, public facilities, urban forest, water, sewer, and accessibility).
5. Develop Ten-Year Capital Improvement Program.
6. Implement five-year tree trimming cycle of all City-owned trees.
7. Develop a tree planting program that promotes a vibrant urban forest with potential community partnerships.
8. Establish a community way finding program.

**CITY OF COVINA – STRATEGIC PLANNING AND CORE STRATEGIES  
Fiscal Year 2015-2016**

<p><b>MISSION STATEMENT</b></p> <p>Covina is dedicated to being a vibrant hometown for the future, embracing our tradition as an exceptional place to live, work, play and invest.</p> <p><b>VISION</b></p> <p>The City of Covina is a vibrant, safe, responsive community where residents enjoy an exceptional quality of life and businesses thrive.</p> <p><b>CITY SLOGAN</b></p> <p>Covina – A hometown for the future.</p>	<p><b>CORE VALUES</b></p> <p>The City of Covina values . . .</p> <ul style="list-style-type: none"><li>▪ Exemplary Customer Service – We value responsive, professional and courteous service to all, and all members of the City organization shall embrace the City’s service-oriented philosophy.</li><li>▪ Teamwork – We support and embrace the unique talents of all Covina officials, employees and volunteers and believe teamwork and collaboration are the most effective way to achieve success.</li><li>▪ Ethics and Integrity – We believe honest and ethical decision making is in the best interest of the City, and Covina’s leaders shall value and demonstrate good character and sound judgment.</li><li>▪ Leadership and Vision – We encourage new ideas to meet the needs of our community in a creative, progressive manner.</li><li>▪ Dedication – We are dedicated to providing quality municipal services.</li><li>▪ Open communication – We believe in the transparency of government and encourage and support public participation in the decision-making process.</li><li>▪ Diversity – We recognize and embrace the rich diversity of the community and workplace by maintaining an environment which respects all.</li><li>▪ Unity – We only have one agenda and make decisions based on what is best for Covina. The members of the team trust one another and set aside individual preferences and differences for the betterment of the community.</li></ul>
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**CORE STRATEGIES – GOALS AND OBJECTIVES**

<b>Core Strategy 1 – Provide a safe and secure community.</b>			
<b>Goal</b>	<b>Assigned Staff Member(s)</b>	<b>Deadline</b>	<b>Comments/Status</b>
Pair the PD's Service Area Lieutenants with Code Enforcement Officers to assist in identifying and resolving neighborhood and community issues.	PD/CD	February 2016	
Conduct a meeting involving all City Departments and services in each of the 3 service areas to increase community awareness of the City's programs and services and provide an opportunity for residents to advise as to problems and issues in their area.	PD/City Departments	June 2016	
Meet with the Prospero Park property owners to begin to explore opportunities to create a financing plan to fund needed improvements in the area.	Chief/CD Dir	March 2016	
Increase the number of participants in the Neighborhood Watch Program.	PD/Crime Prevention	June 2016	
Engage the County's Section 8 Program Coordinators in the City's code enforcement and law enforcement efforts.	Chief/CD Dir	Ongoing	
Request that Area D complete an assessment of the City's emergency management procedures and programs and make recommendations as needed.	Emerg Prep Coord./All Departments	February 2016	
Conduct one tabletop exercise for staff.	Emerg Prep Coord./All Departments	December 2015	
Conduct three training programs for City staff on emergency management.	Emerg Prep Coord./All Departments	June 2016	

<b>Core Strategy 2 – Enhance the quality of life.</b>			
<b>Goal</b>	<b>Assigned Staff Member(s)</b>	<b>Deadline</b>	<b>Comments/Status</b>
Conduct a survey using the City’s existing outreach efforts to gauge the community’s priorities with respect to recreation and cultural opportunities.	Parks & Rec Dir/Assist to CM	March 2016	
Develop an Action Plan to create a Beautification Day that promotes civic pride and involves organizations and individuals throughout the City.	Assist to CM/All Departments	December 2015	
Establish recognition opportunities to celebrate residents, community leaders, organizations, and businesses that advance the core strategies.	CM’s Office/All Depts	January 2015	
Strengthen the property maintenance and public nuisance provisions in the City code.	CD Dir/City Attorney/CM	June 2016	
Develop a Code Enforcement Program that promotes beautification and implements best practices.	CD Dir/ City Attorney	June 2016	
<b>Core Strategy 3 – Promote a strong, diverse local economy.</b>			
<b>Goal</b>	<b>Assigned Staff Member(s)</b>	<b>Deadline</b>	<b>Comments/Status</b>
Develop a 2–3 year Economic Development Action Plan.	CD Dir/CM’s Office	October 2015	
Review and analyze the Downtown Specific Plan and make recommendations to ensure consistency with the vision for the Covina Downtown.	CD Dir/CM’s Office	February 2016	
Encourage and facilitate the development of commercial establishments that serve the needs of the local community and region including restaurants and shopping opportunities, create quality jobs, and support the region’s leading trade and industry clusters through the development of a business concierge program.	CD Dir/CM’s Office	February 2016	

Implement land use policies that support growth and development while continuing to promote a balanced community through strategic General Plan and Zoning Code amendments. Concurrently, a strategy for the timing of amendments will be developed.	CD Dir/CM's Office/	January 2016	
Coordinate with the local Small Business Administration offices to provide greater access to federal and state resources.	Assist to CM	December 2015	
Strengthen business outreach efforts to ensure the City is aware of challenges, obstacles and barriers facing local businesses and work cooperatively with the business community to address them.	CM/Assist to CM/CD Dir	December 2015	
<b>Core Strategy 4 – Develop a responsive, inclusive, participatory and transparent City government focused on customer service.</b>			
<b>Goal</b>	<b>Assigned Staff Member(s)</b>	<b>Deadline</b>	<b>Comments/Status</b>
Review the Commission and Advisory Body structure to promote resident and community participation.	CM/City Clerk/Dept Liaisons	January 2016	
Rebrand the City's newsletter to enhance the readability, attractiveness and accessibility of information. Evaluate opportunities to increase the frequency of the publication and repurposing of the document to make the information available to the broadest possible audience.	CM	December 2015	
Update the City's Website to enhance the attractiveness and accessibility of information.	CM/Finance Dir	December 2015	
Engage in addressing regional issues and advocate for policies and positions that serve Covina's best interests through participation in regional and sub-regional organizations.	All Departments	Ongoing	
Support regional and statewide efforts to protect local control of Covina's resources.	CM/Assist to CM	Ongoing	

Strengthen the culture of open and transparent government decision-making and accountability by expanding electronic access to City information and documents.	City Clerk	January 2016	
Expand communication efforts to enhance the community's awareness of what the City is doing and how tax dollars are being spent and invested.	Finance Dir	December 2015	
<b>Core Strategy 5 – Secure a sound, sustainable financial strategy for the future.</b>			
<b>Goal</b>	<b>Assigned Staff Member(s)</b>	<b>Deadline</b>	<b>Comments/Status</b>
Develop, adopt, implement and adhere to sound financial policies that protect the City's resources.	Finance Dir	February 2016	
Develop a Ten-Year Financial Plan.	Finance Dir/CM	December 2015	
Assess user fee and cost recovery policies.	Finance Dir	December 2015	
Complete a Water Rate Study.	Finance Dir/PW Dir	June 2016	
Review, analyze and update the business license structure to incentivize businesses and industries that create and maintain jobs and provide revenues.	Finance Dir/CD Dir	March 2016	
Enhance local revenues through more effective collection measures.	Finance Dir	March 2016	
Explore developer impact and other fees and charges for services.	Finance Dir/All Depts	March 2016	
<b>Core Strategy 6 – Maintain and improve Covina's infrastructure.</b>			
<b>Goal</b>	<b>Assigned Staff Member(s)</b>	<b>Deadline</b>	<b>Comments/Status</b>
Analyze the conditions at the Joslyn Center, make recommendations and complete the improvements.	CM/PW Dir/CD Dir/Parks & Rec Dir/HR Dir	June 2016	

**Attachment B**

Complete Grand Avenue pavement and street improvements.	PW Dir/Finance Dir	March 2015	
Develop and finance a five-year Pavement Preservation Program.	PW Dir/Finance Dir/CM	March 2015	
Systematically identify and prioritize infrastructure needs (streets, sidewalks, parks, public facilities, urban forest, water, sewer, and accessibility).	PW Dir/Finance Dir/CM	June 2016	
Develop Ten-Year Capital Improvement Program.	PW Dir/All Departments	June 2016	
Implement five-year tree trimming cycle of all City-owned trees.	PW Dir	December 2015	
Develop a tree planting program that promotes a vibrant urban forest with potential community partnerships.	PW Dir	March 2016	
Establish a community way finding program.	PW Dir	March 2016	

**RESOLUTION NO. 15-7389**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, ESTABLISHING THE CITY'S MISSION STATEMENT, VISION STATEMENT, CITY SLOGAN, CORE VALUES, AND CORE STRATEGIES FOR FY 2015-16**

**WHEREAS**, on August 12, 2015, and August 18, 2015, the City Council and members of the City's Executive Team participated in Strategic Planning meetings; and

**WHEREAS**, the Strategic Planning meetings were intended to establish alignment in the City Council's vision and expectations for the community and the City organization, build upon the City's strengths, position the City to take advantage of opportunities, and make Covina a great place to live, work and invest; and

**WHEREAS**, the City Council conducted a Strengths – Weaknesses – Opportunities – Risk (SWOT) assessment, and reviewed and analyzed information related to the City's demographics, housing and development code information, and community image; and

**WHEREAS**, the City Council and Executive Team engaged in a vibrant discussion related to the mission and vision statements, reflected on the community's expectations, and revised the prior versions to better reflect the needs of the community; and

**WHEREAS**, the City Council identified the core strategies that are critical to achieving success; and

**WHEREAS**, the core strategies serve as the foundation for the work plan to be completed this fiscal year and facilitate the allocation of resources; and

**WHEREAS**, goals and objectives to be completed this fiscal year were identified for each of the core strategies.

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

**SECTION 1.** The City Council hereby establishes the Mission Statement, Vision Statement, City Slogan, Core Values, and Core Strategies including the Goals and Objectives identified in Exhibit A to this Resolution.

**SECTION 2.** The City's Mission Statement, Vision Statement, City Slogan, Core Values, and Core Strategies shall be communicated to all staff and consultants to ensure there is alignment with respect to the expectations, communicated to the community, and posted in City facilities and regular reports on the status of efforts to accomplish the work plan set forth shall be made to the City Council and the community.

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

**PASSED, APPROVED AND ADOPTED** this 1<sup>st</sup> day of September 2015.

\_\_\_\_\_  
John C. King, Mayor

**ATTEST:**

\_\_\_\_\_  
Mary Lou Walczak, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Candice Lee, City Attorney

**CERTIFICATION**

I, Evelyn Leach, Chief Deputy City Clerk of the City of Covina, California, do hereby certify that Resolution No. 15-7389 was adopted by the Covina City Council at a regular meeting thereof held this 1<sup>st</sup> day of September 2015, and was approved and passed by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

\_\_\_\_\_  
Evelyn Leach  
Chief Deputy City Clerk