



REGULAR MEETING AGENDA
125 E. College Street, Covina, California
Council Chamber of City Hall
September 15, 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

CONFERENCE WITH LEGAL COUNSEL— ANTICIPATED LITIGATION

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

RECESS



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

RECONVENE AND CALL TO ORDER

ROLL CALL

Council/Agency/Authority Members Allen, Delach, Marquez, Mayor Pro Tem/Vice Chairperson Stapleton and Mayor/Chairperson King

PLEDGE OF ALLEGIANCE

Led by Council Member Marquez

INVOCATION

Given by Covina Police Chaplain Venegas

PRESENTATIONS

- Proclamation: Covina High School Future Farmers of America
Proclamation: DAR Constitution Week
Proclamation: National Literacy Month
Presentation: Covina Christmas Parade Chair

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

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

PUBLIC HEARING

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

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.15-2041**, adding Section 14.04.210 to Chapter 14.04 (Building Code) of the City of Covina Municipal Code to provide an expedited, streamlined permitting process for small residential rooftop solar energy systems.

CONTINUED BUSINESS

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

Staff recommendation:

- 1) City Council to hold second reading and adopt **Ordinance No. 15-2039**, repealing Section 13.06.060.B5 of Chapter 13.06 of Title 13 of the Covina Municipal Code regarding the prohibition on filling residential swimming pools or outdoor spas.

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

Staff recommendation:

- 1) City Council to hold second reading and adopt **Ordinance No. 15-2042**, amending Section 17.04.4145 of Chapter 17.04 to Title 17 of the Covina Municipal Code to amend the definition of a Medical Marijuana dispensary and determining that the activity is exempt from the California Quality Act.

NEW BUSINESS

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

Staff recommendation:

- 1) City Council adopt **Resolution No. 15-7391**, electing to become subject to the Uniform Public Construction Cost Accounting Act (“UPCCAA”);
- 2) Introduce, hold first reading, read by title only, and waive further reading of **Ordinance No. 15-2043**; and
- 3) Authorize the Department of Public Works to schedule second reading of the ordinance at the City Council meeting of October 6, 2015.

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

Staff recommendation:

- 1) City Council to receive and file Joslyn Center update;
- 2) Authorize the City Manager to issue request for proposals (RFP) for design services for construction of a new senior center in accordance with Covina Municipal Code (CMC) Section 2.20.175 (Purchase – Professional and Specialized Services); and
- 3) Direct the Department of Parks & Recreation and Human Resources to identify temporary locations to accommodate Joslyn Center programming requirements and initiate negotiations with property owners.

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, October 6, 2015, at 6:30 p.m. for closed session and 7:30 p.m. for open session inside the Council Chamber, 125 East College Street, Covina, California, 91723

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 **September 15, 2015** meeting was posted on **September 10, 2015** on the City's website and near the front entrances of: 1) Covina City Hall, 125 East College Street, Covina; 2) the Covina Public Library, 234 N. Second Avenue, Covina; and 3) the Joslyn Center, 815 N. Barranca Avenue, Covina.

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



MINUTES OF AUGUST 18, 2015
REGULAR MEETING OF THE COVINA CITY COUNCIL/SUCCESSOR AGENCY
TO THE COVINA REDEVELOPMENT AGENCY /COVINA PUBLIC FINANCING
AUTHORITY/COVINA HOUSING AUTHORITY HELD IN THE COUNCIL
CHAMBER OF CITY HALL, 125 EAST COLLEGE STREET, COVINA, CALIFORNIA

CALL TO ORDER

Mayor King called the Council/Agency/Authority meeting to order at 6:30 p.m. All City Council Members were present. The closed session items were announced. There were no public comments.

ROLL CALL

Council Members Present: ALLEN, DELACH, KING, MARQUEZ, STAPLETON

Council Members Absent: NONE

Elected Members Present: COBBETT, WALCZAK

Staff Members Present: City Manager Miller, City Attorney Lee, Police Chief Raney, Police Captain Povero, Lieutenant Tim Doonan, Officer Rasmussen, Public Works Director Foster, Community Development Director Lee, Human Resources Director Tellez, Community Development Consultant Fong, Parks & Recreation Director Hall-McGrade, I.T. Coordinator Aycock, and Interim Chief Deputy City Clerk Leach.

CLOSED SESSION

A. G.C. §54957.6 – CONFERENCE WITH LABOR NEGOTIATORS City designated representatives: Andrea Miller, City Manager, Kim Raney, Police Chief, Danielle Tellez, Human Resources Director Employee Organization: American Federation of State, County and Municipal Employees (AFSCME)

B. G.C. §54957.6 – CONFERENCE WITH LABOR NEGOTIATORS City designated representatives: Andrea Miller, City Manager, Kim Raney, Police Chief, Danielle Tellez, Human Resources Director Unrepresented Employees

RECONVENE AND CALL TO ORDER

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

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

PLEDGE OF ALLEGIANCE

Boy Scout Troop 461 led the pledge of allegiance.

INVOCATION

Covina Police Chaplain Dave Truax gave the invocation.

PRESENTATIONS

Covina Police Department K-9 Program - Jean Adair of the Covina Center for the Performing Arts presented a generous donation of \$2,125 to the Covina Police Department K-9 program and recognized all who made a contribution. This donation will be used to purchase a full body bite suit which will allow K-9 Officer Ryan Rasmussen and his partner Jarno to have a vital piece of equipment ensuring they are a well-trained team.

PUBLIC COMMENTS

Abdali Martinez spoke on behalf of Assembly Member Roger Hernandez inviting everyone to "Coffee Break," Saturday, August 29, 2015 from 10 a.m. to noon at the Covina Public Library. She said this event will provide opportunities to share ideas and ask questions concerning the state budget and legislation.

Covina residents, Charlotte Martin and Gil Alcala expressed their concern regarding tree and sidewalk maintenance on City property in their residential areas.

Mayor King asked City Manager Miller to address the issue.

City Manager Miller indicated she is working with the Public Works Department to implement a more aggressive tree trimming cycle; the goal is every 3 to 5 years. She said that Public Works Director Foster would speak with Ms. Martin and Mr. Alcala that evening to arrange a visit to the locations and establish a solution in the interim. She added that plans are underway to implement a regular trimming cycle throughout the community.

Mayor King expressed his appreciation to the residents for bringing their concerns to Council's attention so action can be taken.

COUNCIL/AGENCY/AUTHORITY COMMENTS

Council Member Allen complimented City Manager Miller and staff for a detailed Strategic Planning Session, which brought great vision.

Council Member Marquez also thanked staff and everyone who participated in the Strategic Planning Session. He added it is critical that Council receive input from residents to hear their needs and wants for the City of Covina. He indicated that from his Facebook page, he asked residents for their input and received 50 to 60 responses which he shared with Council and staff at the session. He urges the community to continue to share their comments and ideas.

Council Member Delach indicated the recent Strategic Planning Sessions were great. She added that she learned a lot and is excited to see the City Manager and directors really engaged and looking forward to tackling big issues.

Mayor Pro Tem Stapleton mentioned his attendance at the Strategic Planning Sessions and apologized for unknowingly leaving early from the August 12th session.

Council Member Allen asked to adjourn this meeting in memory of Barbara Lawson who was an icon in the east part of the city and very involved in the community and St. Louise Catholic Church.

Council Member Delach asked to also adjourn in memory of Jeff Menrad who was a wonderful, honest man, full of life, and who owned a thriving Mercedes business in Covina. She added his passing was a big loss, losing the battle to cancer at age 50.

Mayor King provided a recap on recent events: 1) Inducting Carl Rodger Johnson to the Wall of Honor; 2) Summer Evening Entertainment; 3) Covina Yellow Ribbon Charity Event – Summer’s End Concert and Car Show; 4) 32nd Annual National Night Out; 5) Project 29:11 Back to School Blast; and 6) Strategic Planning Session.

Mayor King reaffirmed Level Two Water restrictions for the City of Covina that went into effect as of July 31, 2015 reminding the community that watering is only allowed on Wednesdays and Saturdays from April through October in the early mornings and late evenings. He also announced a free Waterwise Gardening workshop on Saturday, September 19th, from 9 a.m. to 1 p.m. in the Covina Council Chambers located at 125 E. College Street.

CITY MANAGER COMMENTS - None

CONSENT CALENDAR

- CC 1. City Council approved the minutes from the July 7, 2015 Regular meeting of the City Council/Successor Agency to the Covina Redevelopment Agency/Public Financing Authority.
- CC 2. City Council approved the minutes from the July 21, 2015 Regular meeting of the City Council/Successor Agency to the Covina Redevelopment Agency/Public Financing Authority.
- CC 3. City Council approved the payment of demands in the amount of \$4,398,014.34.
- CC 4. Successor Agency to the Redevelopment Agency received payment of demands in the amount of \$93,199.07.
- CC 5. City Council received and filed Quarterly Report of the Treasurer to the City of Covina and Successor Agency to the Covina Redevelopment Agency for the quarter ended June 30, 2015.
- CC 6. City Council approved extension of Metrolink Complex Security Services with Absolute Security International, Incorporated, approve decrease in security hours, and authorized the City Manager to execute eight-month contract.
- CC 7. City Council approved amendment to Food Services Agreement between County of Los Angeles and City of Covina and authorizes the City Manager to execute the agreement.

- CC 8. City Council approved Animal Control Service Level request and changes to billing rates between the Department of Animal Care and Control and the City of Covina and authorized the City Manager to execute the agreement.
- CC 9. City Council approved Professional Services Agreement with AdminSure, Inc., for Workers' Compensation Claims Administration for the Period of September 1, 2015 through August 31, 2018.

On a motion made by Mayor Pro Tem Stapleton, seconded by Council Member Allen, the City Council approved Consent Calendar items CC 1; and CC 2 through CC 9.

Motion approved the Consent Calendar items CC 1 as follows:

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

Motion approved the Consent Calendar items CC 2 through CC 9 as follows:

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

PUBLIC HEARING

- PH 1.** City Council to conduct a public hearing to consider adoption of a resolution finding City to be in conformance with the Congestion Management Program (CMP) and adopting the CMP Local Development Report, in accordance with California Government Code Section 65089.

Mayor King opened the public hearing.

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

On a motion made by Mayor Pro Tem Stapleton, seconded by Council Member Delach City Council adopted **Resolution No. 15-7385**, finding City to be in conformance with the Congestion Management Program (CMP) and adopting the CMP Local Development Report, in accordance with California Government Code Section 65089.

Motion carried for Public Hearing item PH 1 as follows:

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

PH 2. City Council to conduct a public hearing to consider Tentative Tract Map (TTM) 73397 and Conditional Use Permit (CUP) 15-010 for a proposed conversion of the existing 23-unit, 3-story apartment complex to for sale condominium units (not involving any new development) on approximately 1.1 acre site at 501-521 North Lark Ellen Avenue – APN: 8434-001-006.

Mayor King opened the public hearing.

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

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

On a motion made by Mayor Pro Tem Stapleton, seconded by Council Member Allen City Council adopted **Resolution No. 15-7387**, approving Tentative Tract Map (TTM) 73397.

Motion carried for Public Hearing item PH 2 as follows:

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

CONTINUED BUSINESS - No matters scheduled.

NEW BUSINESS - No matters scheduled.

ADJOURNMENT

At 8:08 p.m., the meetings of the Covina City Council/Successor Agency to the Covina Redevelopment Agency/Covina Public Finance Authority/Covina Housing Authority were adjourned in memory of Barbara Lawson and Jeff Menrad to the next regular meeting of the Council/Agency/Authority scheduled for **Tuesday, September 1, 2015**, at 6:30 p.m. for closed session and 7:30 p.m. for open session inside the Council Chamber, 125 East College Street, Covina, California, 91723.

Respectfully Submitted:

Evelyn C. Leach, MMC
Interim Chief Deputy City Clerk

Approved this 15th day of September 2015:

John C. King, Mayor/Chairperson

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CITY OF COVINA
Check Register
AUG 14 - AUG 27, 2015

Check #	Check Date	Vendor	Name	Amount
75920	8/20/15	477	CALIF, STATE OF	11,189.00
75921	8/20/15	4190	FACILITY SOLUTI	579,195.05
75922	8/20/15	3659	JMDIAZ	30,182.50
75923	8/20/15	1707	LIEBERT CASSIDY	7,118.30
75924	8/20/15	2954	URBAN GRAFFITI	5,460.00
75925	8/20/15	4255	VOYA FINANCIAL	5,489.82
75926	8/20/15	69	AFSCME	40.00
75927	8/20/15	160	AMERICAN WEST C	75.00
75928	8/20/15	219	AT&T	16.86
75929	8/20/15	219	AT&T	17.23
75930	8/20/15	219	AT&T	22.59
75931	8/20/15	219	AT&T	34.76
75932	8/20/15	219	AT&T	1,708.36
75933	8/20/15	3771	BLACK & WHITE E	1,606.01
75934	8/20/15	4279	BOSS JANITORIAL	3,786.00
75935	8/20/15	457	CA PARKS AND RE	170.00
75936	8/20/15	649	CINTAS CORP #69	778.28
75937	8/20/15	682	CLINICAL LAB OF	532.50
75938	8/20/15	783	COVINA WATER	2,072.10
75939	8/20/15	792	CPOA	187.50
75940	8/20/15	829	CURLEY, JOHN	8.00
75941	8/20/15	878	DELTA DENTAL OF	366.06
75942	8/20/15	885	DEPT OF MOTOR V	45.00
75943	8/20/15	885	DEPT OF MOTOR V	45.00
75944	8/20/15	885	DEPT OF MOTOR V	45.00
75945	8/20/15	885	DEPT OF MOTOR V	45.00
75946	8/20/15	885	DEPT OF MOTOR V	45.00
75947	8/20/15	885	DEPT OF MOTOR V	45.00
75948	8/20/15	885	DEPT OF MOTOR V	45.00
75949	8/20/15	947	DUNN EDWARDS CO	54.03
75950	8/20/15	962	EAST DISTRICT SUPERIOR COURT	483.00
75951	8/20/15	962	EAST DISTRICT SUPERIOR COURT	7,084.50
75952	8/20/15	970	EDISON CO	1,598.81
75953	8/20/15	1055	FEDEX	47.56
75954	8/20/15	1156	GAS COMPANY, TH	113.56
75955	8/20/15	1204	GOLDEN STATE WA	57.20
75956	8/20/15	1235	GRAINGER	108.36
75957	8/20/15	1251	GREENS LOCK AND	154.85
75958	8/20/15	1259	GROVER'S INTERI	535.00
75959	8/20/15	1361	HOLLIDAY ROCK C	1,320.82
75960	8/20/15	3988	HYDRO CONNECTIO	113.30
75961	8/20/15	1463	J.G. TUCKER AND	178.66
75962	8/20/15	1484	JEFFERSON SIGN	172.12

CITY OF COVINA
Check Register
AUG 14 - AUG 27, 2015

75963	8/20/15	1505	JOHNNY'S POOL S	8.71
75964	8/20/15	1561	KEYSTONE UNIFOR	981.03
75965	8/20/15	1571	KING BOLT CO	82.10
75966	8/20/15	1614	LA CNTY FIRE DE	728,713.00
75967	8/20/15	1707	LIEBERT CASSIDY	665.00
75968	8/20/15	1768	MACADAM, HEIDI	39.12
75969	8/20/15	2038	NATIONAL RECREA	165.00
75970	8/20/15	2104	OFFICE DEPOT	440.36
75971	8/20/15	2104	OFFICE DEPOT	223.28
75972	8/20/15	3722	OSCAR LUQUE	37.50
75973	8/20/15	2204	PASADENA, CITY	153.00
75974	8/20/15	2285	POVERO, DAVID	8.00
75975	8/20/15	4311	PRI MANAGEMENT	375.00
75976	8/20/15	2306	PRO LITERACY AM	177.15
75977	8/20/15	2329	PUENTE READY MI	675.80
75978	8/20/15	4101	RANCHO JANITORI	184.46
75979	8/20/15	2415	REPUBLIC MASTER	334.60
75980	8/20/15	2716	SOUTHERN CALIFO	270.00
75981	8/20/15	2719	SPARKLETTS	18.32
75982	8/20/15	3729	SUNBELT RENTALS	197.29
75983	8/20/15	2900	TRIFORMIS CORPO	154.00
75984	8/20/15	4098	U.S. CONFERENCE	2,616.00
75985	8/20/15	2999	VERIZON CALIFOR	389.80
75986	8/20/15	3001	VERIZON WIRELES	2,640.97
75987	8/20/15	3004	VICTORY EXTERMI	50.00
75988	8/20/15	3014	VISION SERVICE	30.79
75989	8/20/15	4255	VOYA FINANCIAL	8.48
75990	8/20/15	4255	VOYA FINANCIAL	8.48
75991	8/20/15	4255	VOYA FINANCIAL	24.00
75992	8/20/15	3029	WALCZAK, RIC	24.00
75993	8/20/15	3058	WEBSTER, DEREK	8.00
75994	8/20/15	3077	WEST LITE SUPPL	350.27
75995	8/20/15	3078	WEST PAYMENT CE	295.35
75996	8/20/15	3134	XEROX CORPORATI	91.48
75997	8/20/15	3135	XO COMMUNICATIO	4,744.19
75998	8/24/15	4307	BROADSPEC INC	43,720.00
75999	8/24/15	4237	HILLCREST CONTR	146,121.49
76000	8/27/15	341	BEST BEST & KRI	19,942.33
76001	8/27/15	3070	WEST COAST ARBO	32,535.50
76002	8/27/15	23	ABORTA BUG INC	70.00
76003	8/27/15	45	ADAPT CONSULTIN	1,780.45
76004	8/27/15	84	AIRGAS-WEST	84.65
76005	8/27/15	125	ALLIANCE BUS LI	1,249.13
76006	8/27/15	151	AMERICAN LIBRAR	38.00

CITY OF COVINA
Check Register
AUG 14 - AUG 27, 2015

76007	8/27/15	158	AMERICAN TRAFFI	16,185.00
76008	8/27/15	160	AMERICAN WEST C	100.00
76009	8/27/15	220	AT&T LONG DISTA	32.79
76010	8/27/15	255	AZUSA PLUMBING	94.03
76011	8/27/15	269	BAKER AND TAYLO	2,364.57
76012	8/27/15	341	BEST BEST & KRI	10,454.39
76013	8/27/15	3929	BOOT BARN INC	2,726.91
76014	8/27/15	4279	BOSS JANITORIAL	5,599.00
76015	8/27/15	437	BURRO CANYON EN	20.00
76016	8/27/15	536	CARQUEST AUTO P	53.28
76017	8/27/15	565	CASTRO, VIVIAN	14.00
76018	8/27/15	600	CERTIFIED UNDER	43.59
76019	8/27/15	649	CINTAS CORP #69	630.86
76020	8/27/15	654	CITRUS CAR WASH	349.26
76021	8/27/15	700	COLLEY FORD	145.31
76022	8/27/15	710	COMMUNICATIONS	397.26
76023	8/27/15	730	CONTEMPORARY IN	60.00
76024	8/27/15	749	COUNSELING TEAM	1,060.00
76025	8/27/15	762	COVINA CHAMBER	30.00
76026	8/27/15	783	COVINA WATER	63.87
76027	8/27/15	3701	DEPARTMENT OF J	539.00
76028	8/27/15	894	DF POLYGRAPH	150.00
76029	8/27/15	970	EDISON CO	801.67
76030	8/27/15	3911	FACTORY MOTOR P	269.13
76031	8/27/15	3800	GARVEY EQUIPMEN	332.13
76032	8/27/15	1156	GAS COMPANY, TH	2,314.27
76033	8/27/15	1198	GLOBALSTAR LLC	53.18
76034	8/27/15	1235	GRAINGER	255.07
76035	8/27/15	3251	HANSON INVESTIG	2,538.78
76036	8/27/15	4337	HARDY & HARPER,	593,083.05
76037	8/27/15	1317	HDL SOFTWARE LL	4,735.41
76038	8/27/15	1361	HOLLIDAY ROCK C	409.03
76039	8/27/15	1364	HOME DEPOT	1,648.48
76040	8/27/15	1371	HOSE MAN INC, T	425.00
76041	8/27/15	3865	HOUSTON ENGINEE	2,000.00
76042	8/27/15	3988	HYDRO CONNECTIO	69.23
76043	8/27/15	1427	INGLEWOOD, CITY	4,419.03
76044	8/27/15	1437	INTER-CON SECUR	4,966.08
76045	8/27/15	1441	INTERSTATE BATT	771.20
76046	8/27/15	3751	KELLY ASSOCIATE	5,992.50
76047	8/27/15	1547	KELLY PAPER CO	1,641.27
76048	8/27/15	3721	KRIZIA N VIRBIA	130.00
76049	8/27/15	1609	LA CNTY COUNTY	29,671.30
76050	8/27/15	1617	LA CNTY REGISTR	75.00

CITY OF COVINA
Check Register
AUG 14 - AUG 27, 2015

76051	8/27/15	1619	LA CNTY SHERIFF	588.97
76052	8/27/15	1646	LANGUAGE LINE S	46.06
76053	8/27/15	1694	LEWIS ENGRAVING	65.40
76054	8/27/15	1698	LEXIPOL LLC	8,600.00
76055	8/27/15	1708	LIFE ASSIST INC	1,177.20
76056	8/27/15	1895	MERRIMAC ENERGY	28,628.52
76057	8/27/15	1908	MICHAEL J O'DAY	240.00
76058	8/27/15	1933	MISSION LINEN S	170.15
76059	8/27/15	3256	MULTI W SYSTEMS	350.00
76060	8/27/15	2027	NAPA AUTO PARTS	41.65
76061	8/27/15	2091	O REILLY AUTO P	672.88
76062	8/27/15	2104	OFFICE DEPOT	225.50
76063	8/27/15	2104	OFFICE DEPOT	67.57
76064	8/27/15	4201	OFFICE TEAM	444.80
76065	8/27/15	4181	ONE STOP BODY S	1,830.80
76066	8/27/15	99999	A PLUS PROPERTY MANAGEMENT	80.00
76067	8/27/15	99999	ALBERT HERNANDEZ	89.00
76068	8/27/15	99999	ALEX GALINDO	2.77
76069	8/27/15	99999	AMBIKA TYAGI	65.00
76070	8/27/15	99999	ANGELINA RUIZ	15.00
76071	8/27/15	99999	ASHLEY WHITE	14.26
76072	8/27/15	99999	BEN LIU	156.99
76073	8/27/15	99999	BERTHA MARTINEZ	345.00
76074	8/27/15	99999	BRITTENY SIMINGTON	117.50
76075	8/27/15	99999	CARMELA RODRIGUEZ	6.00
76076	8/27/15	99999	CATHERINE CATBAGAN	60.00
76077	8/27/15	99999	CATHERINE JUDSON	20.00
76078	8/27/15	99999	CATHERINE SOLORZANO	300.00
76079	8/27/15	99999	CHANTAL ALEGRIA	100.54
76080	8/27/15	99999	CHARLES KUBES	23.30
76081	8/27/15	99999	CHAU LAM	50.24
76082	8/27/15	99999	CHRISTINE BOU SLEIMAN	270.00
76083	8/27/15	99999	CLAUDETTE CERNAL-MAYO	89.00
76084	8/27/15	99999	CLAUDIA MORENO	220.00
76085	8/27/15	99999	CONSTANCE ANGELES	88.00
76086	8/27/15	99999	CRISTINA HERMOSILLO	320.00
76087	8/27/15	99999	CYNTHIA HOLLAND	70.00
76088	8/27/15	99999	DOLORES GARCIA	37.50
76089	8/27/15	99999	DOROTA KOZAN	120.00
76090	8/27/15	99999	ELAINE TOM	25.33
76091	8/27/15	99999	ELIZABETH LOPEZ-ANGELICA	80.00
76092	8/27/15	99999	ERIKA ZIMMERMAN	89.00
76093	8/27/15	99999	FERNANDO SALDANA	70.00
76094	8/27/15	99999	GERI NUNEZ	33.00

CITY OF COVINA
Check Register
AUG 14 - AUG 27, 2015

76095	8/27/15	99999	GONZALES, BARBARA	365.00
76096	8/27/15	99999	JANE NGU	88.00
76097	8/27/15	99999	JENNIFER CAMACHO	45.00
76098	8/27/15	99999	JENNIFER CAMACHO	45.00
76099	8/27/15	99999	JENNIFER CAMACHO	45.00
76100	8/27/15	99999	JENNIFER LORA	150.00
76101	8/27/15	99999	JOSE ARATA	25.00
76102	8/27/15	99999	JULIE DIEP	176.00
76103	8/27/15	99999	KAORI KATO	60.00
76104	8/27/15	99999	KHADIJA DONALDSON	36.00
76105	8/27/15	99999	KRISTEN WEGER	72.00
76106	8/27/15	99999	LIHUA ZHANG	74.94
76107	8/27/15	99999	LISA GODINA	45.00
76108	8/27/15	99999	LISA GODINA	45.00
76109	8/27/15	99999	LIZETT OLIVARES	150.00
76110	8/27/15	99999	MALIKA RUMPRADIT	120.00
76111	8/27/15	99999	MARA FUENTES	120.00
76112	8/27/15	99999	MARIA CRISTINA ESPINOZA-SPENCER	89.00
76113	8/27/15	99999	MARTHA CLARK	120.00
76114	8/27/15	99999	MICHAEL BUCK	57.00
76115	8/27/15	99999	MILKA ARELLANO	44.84
76116	8/27/15	99999	MOHAMMAD TABRIZIZABEH	72.41
76117	8/27/15	99999	MONLISSA HAYES	30.00
76118	8/27/15	99999	NICHELE CISNEROS	35.00
76119	8/27/15	99999	NORTHVIEW HIGH SCHOOL BAND	200.00
76120	8/27/15	99999	PAOLA GONZALEZ	80.00
76121	8/27/15	99999	PRESCILLA SOTO	51.00
76122	8/27/15	99999	RANDY FRANKLIN	300.00
76123	8/27/15	99999	ROSA MAGDALENO	49.00
76124	8/27/15	99999	RUTH RILEY	130.00
76125	8/27/15	99999	SANDRA WINTERER	35.00
76126	8/27/15	99999	SHAUNTE MALDONADO	32.19
76127	8/27/15	99999	SHELLEY KUCKINSKI	70.00
76128	8/27/15	99999	TAM DINH	120.00
76129	8/27/15	99999	TARA ELVIRA	58.50
76130	8/27/15	99999	TERESA NAVARRO	120.00
76131	8/27/15	99999	VICTORIA CASADOS	35.00
76132	8/27/15	99999	WENDY SUNAHARA	60.00
76133	8/27/15	99999	YESENIA RUVALCABA-GARCIA	120.00
76134	8/27/15	99999	ZACHERY ROMAN	88.00
76135	8/27/15	4238	PETCO ANIMAL SU	391.10
76136	8/27/15	3964	RED WING SHOE S	1,250.00
76137	8/27/15	2415	REPUBLIC MASTER	824.97
76138	8/27/15	2507	S & J SALES	2,984.00

CITY OF COVINA
 Check Register
 AUG 14 - AUG 27, 2015

76139	8/27/15	2557	SANTA ANITA FAM	350.00
76140	8/27/15	2571	SBSD-EVOC TRAIN	720.00
76141	8/27/15	2596	SECRETARY OF ST	40.00
76142	8/27/15	2619	SGV EXAMINER	152.00
76143	8/27/15	2660	SIMPLEX GRINNEL	175.65
76144	8/27/15	2676	SMART AND FINAL	1,479.87
76145	8/27/15	2714	SOUTHERN CA GAS	3,824.96
76146	8/27/15	2737	STAPLES INC	770.17
76147	8/27/15	3950	STERICYCLE, INC	278.13
76148	8/27/15	2795	SWRCB	500.00
76149	8/27/15	3185	TOSHIBA FINANCI	2,028.81
76150	8/27/15	2898	TRIANGLE TRUCK	326.52
76151	8/27/15	2941	UNITED RENTALS	11,139.80
76152	8/27/15	2958	US POSTMASTER	2,804.69
76153	8/27/15	2969	VALLEY TROPHY	763.00
76154	8/27/15	4065	VERIZON BUSINES	607.65
76155	8/27/15	2999	VERIZON CALIFOR	776.04
76156	8/27/15	3043	WARREN DISTRIBU	139.28
76157	8/27/15	3064	WELLDYNERX	65.73
76158	8/27/15	3070	WEST COAST ARBO	595.00
76159	8/27/15	3075	WEST COVINA, CI	1,435.00
76160	8/27/15	3082	WESTERN WATER W	4,638.13
76161	8/27/15	3102	WILLDAN FINANCI	670.00
76162	8/27/15	4270	WOODS, ERIC A.	175.00
76163	8/27/15	3134	XEROX CORPORATI	123.72

subtotal checks **\$2,440,627.73**

subtotal payroll **\$611,398.12**

subtotal voids **-\$6,321.85**

subtotal Worker's Compensation **\$30,058.65**

TOTAL checks/EFTs **\$3,075,762.65**

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 8/14/15 – 8/27/15; Payroll for 8/26/15; and Workers Compensation for 8/20/15 and 8/27/15; 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 15th day of September, 2015





**SUCCESSOR AGENCY TO THE
COVINA REDEVELOPMENT AGENCY
AGENDA ITEM COMMENTARY**

MEETING DATE September 15, 2015

ITEM NO. CC 3

STAFF SOURCE John Michicoff, Interim Finance Director

ITEM TITLE Payment of Demands

STAFF RECOMMENDATION

Approve Payment of Demands in the amount of **\$61,232.18**

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>
ACCOUNTS PAYABLE WARRANTS Aug. 14 - Aug. 27, 2015	Checks 1219-1231	\$53,853.96
PAYROLL August 21, 2015	Gross Payroll & Taxes	\$7,378.22
VOIDS		
	GRAND TOTAL:	\$61,232.18

EXHIBITS

A. Accounts Payable Register

Respectfully submitted,

John Michicoff, Interim Finance Director
Finance

SUCCESSOR AGENCY TO THE
 COVINA REDEVELOPMENT AGENCY
 Check Register
 AUG 14 - AUG 28, 1015

Check #	Check Date	Vendor	Name	Amount
1219	8/20/15	341	void	0.00
1220	8/20/15	896	void	0.00
1221	8/20/15	1352	void	0.00
1222	8/20/15	2452	void	0.00
1223	8/20/15	2999	void	0.00
1224	8/20/15	3135	void	0.00
1225	8/27/15	254	AZUSA LIGHT & W	140.72
1226	8/27/15	341	BEST BEST & KRI	48.20
1227	8/27/15	896	DH MAINTENANCE	95.00
1228	8/27/15	1352	HINDERLITER DEL	3,465.00
1229	8/27/15	2452	RJS FINANCIAL	49,840.00
1230	8/27/15	2999	VERIZON CALIFOR	88.93
1231	8/27/15	3135	XO COMMUNICATIO	176.11

subtotal checks **\$53,853.96**
subtotal Payroll **\$7,378.22**

TOTAL CHECKS/EFT's/PAYROLL \$61,232.18

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 8/14/15 – 8/27/15 and Payroll for 8/21/15; 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 15th day of September, 2015



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**SUCCESSOR AGENCY TO THE
COVINA REDEVELOPMENT AGENCY
AGENDA ITEM COMMENTARY**

MEETING DATE September 15, 2015

ITEM NO. CC 4

STAFF SOURCE John Michicoff, Interim Finance Director

ITEM TITLE Approve the Recognized Obligation Payment Schedule (ROPS 15-16B), covering January 1, 2016 through June 30, 2016 and direct it to be provided to the Successor Agency Oversight Board for consideration and approval

STAFF RECOMMENDATION

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

FISCAL IMPACT

In order for the Successor Agency to meet its financial obligations during this period, the ROPS (15-16B) must be approved by the Successor Agency to the Covina Redevelopment Agency and Oversight Board and filed with the Department of Finance (DOF) by October 5, 2015.

BACKGROUND

Pursuant to Health and Safety Code (HSC) section 34177, every six months, the Successor Agency to the Covina Redevelopment Agency is required to submit a ROPS for the upcoming six-month period to the California State Department of Finance (DOF) for approval in order to obtain sufficient funds to meet authorized financial obligations of the Agency. Subsequent to approval of the ROPS by the Successor Agency, it will be submitted to the Oversight Board for review and approval. Once the ROPS (15-16B) has been approved by both the Successor Agency and the Oversight Board, it can be submitted to the DOF. The due date to file the ROPS (15-16B) with the DOF is on or before October 5, 2015. The Oversight Board meeting is currently scheduled to be held on Thursday September 17, 2015.

The ROPS (15-16B) schedule includes Redevelopment Property Tax Trust Fund (RPTTF) line items for debt service payments including, but not limited to, the debts listed below:

- 1997 Tax Allocation Bonds Series A
- 2004 Tax Allocation Bonds Series A and B-1
- 2013E Tax Allocation Revenue Refunding Bonds
- 2014E Tax Allocation Revenue Refunding Bonds
- US Bank Loan for Citrus Property Acquisition
- RJS Financial Property Lease

Recognized Obligation Payment Schedule (ROPS 15-16B)
September 15, 2015
Page 2 of 2

CONCLUSION

In order for the Successor Agency to the Covina Redevelopment Agency to meet its financial obligations for outstanding debt and fiscal operations for January 1, 2016 through June 30, 2016, the ROPS (15-16B) must be approved by the Successor Agency and subsequently by the Oversight Board before submitting it to the DOF. The deadline to file this ROPS with the DOF is October 5, 2015.

EXHIBITS

A – ROPS (15-16B) for January 1, 2016 through June 30, 2016.

Respectfully submitted

John Michicoff
Interim Finance Director

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CITY OF COVINA
AGENDA ITEM COMMENTARY

MEETING DATE September 15, 2015

ITEM NO. CC 5

STAFF SOURCE Kim J. Raney, Chief of Police

ITEM TITLE Agreement between the Los Angeles County Department of Mental Health and the Azusa, Covina, Glendora and West Covina Police Departments.

STAFF RECOMMENDATION

Review the Memorandum of Agreement and authorize the Chief of Police to execute the agreement.

FISCAL IMPACT

One officer will be assigned to this team (10) hours per week. Any staffing vacancies that occur will be covered by the existing overtime budget, 1010-1130-50030, and staff does not anticipate that any additional funding will be needed.

BACKGROUND

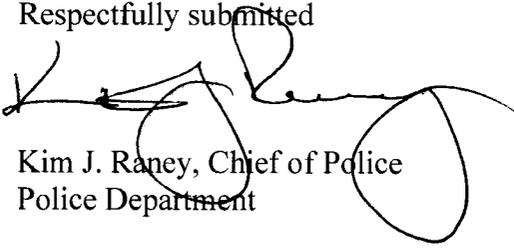
On almost a daily basis, Covina Police Officers are first responders to emergency mental health crisis situations. As first responders, police officers have to de-escalate and evaluate each situation differently, then determine the best course of action to provide resolution to the situation as well as provide resources for longer term solutions to the individual, families, and the community at large. In 2014, Covina Police Officers responded to 272 calls that involved a mental health crisis. Covina Police Department Officers and employees have all received training on responses, evaluation, and resolution of calls involving mental health situations, but more is needed to ensure long term solutions and better services to those persons and families that are impacted.

Through the office of Los Angeles County Supervisor Michael D. Antonovich, a clinician from the Department of Mental Health will be assigned, at no cost to the cities, to serve the communities of Covina, West Covina, Azusa, and Glendora. This project, designated as the East San Gabriel Mental Evaluation Team (ESGMET), will partner a police officer with the mental health clinician 40 hours per week to act as either the first or secondary responder to all mental health related calls or contacts that have mental health underpinnings. The purpose of the ESGMET is to provide cooperative, compassionate mental health/law enforcement teams to assist those in need of accessing mental health and social service programs. The goal is to provide better short term and long term solutions to the individual, their families, as well as the community.

EXHIBITS

A. Memorandum of Agreement

Respectfully submitted

A handwritten signature in black ink, appearing to read 'Kim J. Raney', with a large, stylized flourish at the end.

Kim J. Raney, Chief of Police
Police Department

**MEMORANDUM OF AGREEMENT
BETWEEN THE
LOS ANGELES COUNTY DEPARTMENT OF MENTAL HEALTH
AND
THE AZUSA, COVINA, GLENDORA, AND WEST COVINA POLICE DEPARTMENTS
(EAST SAN GABRIEL MENTAL EVALUATION TEAM)
FOR
PARTNERSHIP IN DEVELOPING A
MENTAL EVALUATION UNIT**

This Memorandum of Agreement (MOA) is entered into by the Los Angeles County Department of Mental Health (DMH) and the Azusa, Covina, Glendora and West Covina Police Departments (sometimes referred to herein collectively as “participating cities” or “employer cities” or individually as “employer agency”) for the purpose of developing a co-response model to be named the East San Gabriel Mental Evaluation Team (ESGMET).

I. TERM AND TERMINATION OF AGREEMENT

This MOA is effective on the first day of October, 2015, and shall terminate upon the mutual agreement between the DMH and ESGMET. Either party may terminate this Agreement with or without cause upon 60 days advanced written notice to the other party.

II. PURPOSE OF THIS AGREEMENT

This MOA establishes DMH and ESGMET responsibilities to ensure the functionality of the ESGMET in the participating cities. This MOA establishes transportation, equipment, logistical and supply obligations, as well as operational protocols.

III. NAME OF JOINT OPERATION

The name of the joint operation is the ESGMET.

IV. MISSION OF THE OPERATION

The purpose of the ESGMET is to aid patrol officers working for the participating cities to handle calls for service involving persons suffering from a mental health crisis. ESGMET makes use of co-deployed DMH and ESGMET teams, and serves as secondary responders on all calls for service.

V. MANAGEMENT OF OPERATION

Executive DMH management responsibility over the DMH personnel assigned to the ESGMET shall remain with the DMH Deputy Director Emergency Outreach Bureau. Functional DMH management responsibility shall remain with the DMH Mental Health

Clinical Program Manager III. Line management responsibility over DMH personnel assigned to ESGMET shall remain with the DMH Mental Health Clinical Program Head, Law Enforcement Programs assigned to the ESGMET.

The ESGMET shall recognize the DMH Deputy Director Emergency Outreach Bureau and the DMH Mental Health Clinical Program Manager III as ESGMET staff officer equivalents. The ESGMET shall recognize the DMH Mental Health Clinical Program Head, Law Enforcement Programs as ESGMET command officer equivalent.

VI. CONDITIONS AND PROCEDURES

A. Personnel

Participating personnel (both sworn and non-sworn) assigned to ESGMET shall not be considered employees or contractors of ESGMET for any purpose. Such personnel shall during the period of assignment remain employees of their respective employer agency.

B. Compensation

All participating personnel contributed and assigned to ESGMET shall have their salary, benefits, and overtime paid by their respective agency employer.

C. Indemnity for General Liability of Contributed Employee

It is understood and agreed that pursuant to California Government Code section 895.4, each employer agency ("employer agency" herein includes DMH) shall protect, defend, indemnify, and hold free and harmless ESGMET and each other employer agency, their respective elected and appointed boards, officials, officers, agents, volunteers, and employees from and against any and all liabilities, damages, loss, cost, claims, expenses, actions, or proceedings of any kind or nature caused by a contributed employee of the agency who is performing ESGMET law enforcement or support functions, including, but not by way of limitation, injury or death of any person, injury or damage to any property, including consequential damages and attorney's fees and costs, resulting or arising out of or in any way connected with the willful or negligent acts or failure to act in the course and scope of carrying out their responsibilities in the performance of their duties to ESGMET and for which each agency shall maintain sufficient liability coverage, pooled self-insurance coverage, or a program of self-insurance, which includes coverage for contractual promises to indemnify, in effect at all times, to cover any such damage claim, loss, cost, expense, action, proceeding, liability, or obligation.

D. Indemnity for Workers Compensation Liability of Contributed Employee.

Each employer agency ("employer agency" herein includes DMH) shall fully indemnify and hold harmless ESGMET and each other employer agency, its officers, employees and agents, from any claims, losses, fines, expenses (including attorneys' fees and court costs or arbitration costs), costs, damages or liabilities arising from or related to

(1) any workers' compensation claim or demand or other workers' compensation proceeding arising from or related to, or claimed to arise from or relate to, employment which is brought by an employee of the respective agency or any contract labor provider retained by the law enforcement agency, or (2) any claim, demand, suit or other proceeding arising from or related to, or claimed to arise from or relate to, the status of employment (including without limitation, compensation, demotion, promotion, discipline, termination, hiring, work assignment, transfer, disability, leave or other such matters) which is brought by an employee of the agency or any contract labor provider retained by the agency.

E. DEPLOYMENT OF PERSONNEL BY ESGMET

The ESGMET shall deploy a sufficient number of officers/detectives and sworn supervisors to the ESGMET to enable co-deployment with DMH personnel to ensure full shift coverage on all working shifts. Participating ESGMET agencies shall decide which uniform(s) is appropriate for officers to wear while assigned to this team; they shall deploy to investigate, process, and report on mentally ill cases, as well as provide advice and required assistance to field officers.

The ESGMET shall deploy a sufficient number of detectives and detective supervisors to enable co-deployment with DMH personnel to ensure coverage on all working shifts to manage investigative cases and keep pace with trends of increasing investigative workload.

The ESGMET shall deploy a sufficient number of officers and sworn supervisors to enable the development and implementation of training, and to engage in research to help aid the DMH in the continued development of police response to mental illness strategies.

F. DEPLOYMENT OF PERSONNEL BY DMH

The DMH shall deploy a sufficient number of clinicians and supervisor(s) to the ESGMET to enable co-deployment with the ESGMET personnel to ensure, as resources permit, shift coverage on all working shifts, assignment to work schedules as decided upon mutual agreement of the ESGMET and DMH, and to deploy for the trends of increasing call and workload. The DMH shall deploy the clinicians in plain clothes; they shall deploy to assess, process, and report on mentally ill cases, as well as provide advice and required assistance to field officers.

As the ESGMET increases personnel staffing levels for ESGMET, the DMH will explore increasing its staffing levels. Similarly, as the ESGMET decreases ESGMET staffing levels or leaves vacant positions unfilled for extended periods of time, DMH will likewise reduce its staffing levels and re-assign DMH personnel to other positions within the County.

The DMH clinicians shall provide a variety of clinical services for persons with severe mental and emotional disorders; assist patients, their families, law enforcement and other social agencies in understanding and finding solutions to problems that lead to and result from mental illness and severe emotional disorders.

G. OFFICE SPACE, TRANSPORTATION, EQUIPMENT AND SUPPLIES

The ESGMET shall provide its personnel the necessary office space, furniture, equipment, computers, radios, supplies, vehicles, Computer Digital Terminals, and logistical support to ensure the functionality of the ESGMET. The ESGMET shall provide DMH personnel office space, furniture, and logistical support to ensure the functionality of the ESGMET. The DMH will provide its own computers, office supplies, and communications equipment (cell phones). The ESGMET will also provide DMH with assigned parking spaces for DMH vehicles. Renewing of these parking permits each year shall be routine without any requirement for special request.

H. ACCESS TO POLICE FACILITIES

The ESGMET shall issue to DMH personnel, department civilian facilities access passes to enable access to the Police Administrative Buildings, all area stations, all jail facilities and parking structures. Issuance of these passes shall be for the life of individual DMH deployment at ESGMET. The access passes shall not require annual renewal requests and they shall be issued with access already coded in the passes. The DMH personnel shall be recognized in the same capacity as the ESGMET civilian personnel. At the termination of individual deployment at ESGMET, DMH will return to the issued facility access pass to the ESGMET Personnel Division for processing.

I. CONFIDENTIALITY AND SHARING OF INFORMATION

All personnel assigned to the ESGMET shall be knowledgeable of and abide by all applicable provisions of the law pertaining to the confidentiality of information, which may include but are not limited to, the Health Information Portability and Accountability Act (HIPAA) and Welfare and Institutions Code 5328.

DMH clinicians may, in their discretion, access information contained in the County Integrated System (IS) or the Integrated Behavioral Health Information System (IBHIS) for purposes of providing services in its ESGMET deployment. The clinicians will disclose IS/IBHIS information and any other protected mental health information to the extent and when authorized by law:

- In response to a court order, warrant, subpoena, summons or process issued by a court.
- If the clinician believes the client presents a serious present or imminent danger of violence to self or another person.

J. RESPONSIBILITY FOR DISPATCHING ESGMET

The ESGMET management will serve as the primary authority for generating assignments, and for dispatching ESGMET when requests are made for ESGMET services. The ESGMET management will prioritize all calls for service and dispatch accordingly. The DMH agrees not to direct or re-direct DMH personnel assigned to ESGMET to perform duties not identified by the ESGMETs management.

K. UNUSUAL OCCURRENCES AND TACTICAL MOBILIZATIONS

Should the ESGMET re-deploy sworn personnel to uniformed special events resulting in disruptions to ESGMET operations, DMH shall be notified in advance so it can re-deploy its personnel to support the ESGMET mission in other ways, or to other county duties. Similarly, DMH shall notify the ESGMET in advance when its personnel must be re-deployed due to training obligations, mandatory meetings, or county-wide crisis events. However, the DMH will give priority to the ESGMET to make use of DMH personnel during county-wide crisis events; and/or will remain cognizant of the need to support the ESGMET mission and will first consult with the ESGMET when re-deployment of DMH personnel is being considered. The ESGMET and DMH shall ensure notifications are made to the other party when its personnel experience excused and unexcused absences.

L. TRAINING

The ESGMET will provide DMH personnel with Mental Health Intervention Team training and Crisis Negotiation Team training. The DMH shall provide sworn ESGMET personnel mental illness field and investigative training relative to the ESGMET mission. The DMH shall provide support to the ESGMET for its mental illness training conferences and classroom training sessions as requested by the ESGMET.

M. PROGRAM AUDIT

This MOA and each party's compliance with its obligations may be subject to review by ESGMET and DMH and/or the participating cities. Such reviews may occur as each participating city deems appropriate to assess compliance with the terms of this MOA. The ESGMET agrees to maintain all records relating to ESGMET operations consistent with procedures governing records retention. The DMH agrees to maintain all records relating to client services in compliance with applicable law and applicable DMH procedures.

N. AMENDMENTS

This MOA may be amended upon written approval of both parties.

O. NO PRIVATE RIGHT CREATED

This is an internal Government MOA between the ESGMET and DMH and is not intended to confer any right or benefit to a private person or party.

Sam Gonzalez
Chief of Police
Azusa, California

Date: _____

Marvin J. Southard, D.S.W.
Director
Los Angeles County Department of
Mental Health
Los Angeles, California

Date: _____

Kim J. Raney
Chief of Police
Covina, California

Date: _____

Timothy Staab
Chief of Police
Glendora, California

Date: _____

Dave Faulkner
Chief of Police
West Covina, California

Date: _____

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CITY OF COVINA
AGENDA ITEM COMMENTARY

MEETING DATE September 15, 2015

ITEM NO. CC 6

STAFF SOURCE Kim J. Raney, Chief of Police

ITEM TITLE Agreement with Michael J. O'Day and Associates for Parking Adjudication Hearings

STAFF RECOMMENDATION

Review and amend the Professional Services Agreement between the City of Covina and Michael J. O'Day and Associates; and, authorize the City Manager to execute the agreement.

FISCAL IMPACT

The current cost per Administrative Hearing is \$20; the new contract increases the amount to \$25 per hearing, which is similar to three other Southern California cities where Mr. O'Day handles Administrative Parking Hearings. The annual cost for these hearings should not exceed \$2,500 annually and this amount is included in the Police Department 2015-2016 budget account number 1010 1300 51990.

BACKGROUND

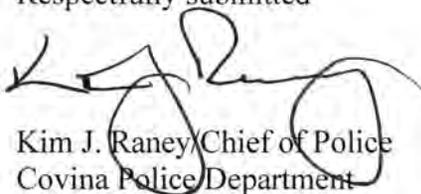
The City has had an agreement with Michael J. O'Day and Associates for Parking Adjudication Hearings since November of 1995. The original agreement was renewed in 1997 and is being brought back to Council for renewal at this time.

Mr. O'Day is a retired Police Chief and has been doing parking adjudication hearings for our City as well as the City of Arcadia, City of LaVerne, and City of Chino Hills for more than ten years. He is knowledgeable about parking laws and Covina's municipal code; and he is professional and courteous to the citizens that ask for a hearing in an attempt to have their citation voided.

EXHIBITS

A. Professional Services Agreement between Michael J. O'Day and Associates and the City of Covina.

Respectfully submitted


Kim J. Raney, Chief of Police
Covina Police Department

**CITY OF COVINA
PROFESSIONAL SERVICES AGREEMENT**

1. PARTIES AND DATE.

This Agreement is made and entered into this 15th day of September 2015 by and between the City of Covina, a municipal corporation organized under the laws of the State of California with its principal place of business at 125 East College Street, Covina, California 91723 ("City") and Michael J. O'Day and Associates, a SOLE PROPRIETORSHIP with its principal place of business at 13393 Mariposa Road, Space 135, Victorville, CA 92395 ("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 he is experienced in providing Parking Citation Administrative Adjudication Hearing 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 Parking Hearings 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 Parking Hearings. All Hearings shall be subject to, and performed in accordance with this Agreement and all applicable local, state and federal laws, rules, and regulations.

3.1.2 Term. The term of this Agreement shall begin September 15, 2015 through June 30, 2019, WITH THE OPTION OF TWO ONE (1) YEAR EXTENSIONS, unless terminated earlier as provided herein.

3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under his supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this

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

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement. Consultant represents that it has the professional and technical personnel required to perform Parking Hearings. In order to facilitate Consultant's conformance, 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 may 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: Michael J. O'Day.

3.2.5 City's Representative. The City hereby designates Kim J. Raney or his 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 designee.

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

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

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

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

3.2.9.1 Employment Eligibility; Consultant. By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Consultant. Consultant also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. Consultant shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program

operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Consultant shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Consultant's compliance with the requirements provided for in Section 3.2.10 or any of its sub-sections.

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

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

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

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

3.2.10 Insurance.

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

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

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

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

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

sufficient to pay premium from Consultant payments. In the alternative, the City may suspend or terminate this Agreement.

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

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

B. Automobile Liability. Not applicable for this agreement.

C. Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant. Consultant represents that this is a sole proprietorship with no employees.

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

3.2.10.4 Separation of Insureds; No Special Limitations; Waiver of Subrogation. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of

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

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

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

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

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

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

3.2.11 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work,

data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation at the rate of \$20 per hearing not to exceed \$2,500 annually. 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. City shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

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

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

3.4 Termination of Agreement.

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

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

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

3.5 Ownership of Materials and Confidentiality. – Not applicable for this agreement

3.6 General Provisions.

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

Consultant:

Michael J. O'Day and Associates
1339 Mariposa Road Space 135
Victorville, CA 92394

City:

City of Covina
125 E. College St.
Covina, CA 91723
Attn: Accounts Payable/Administration

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 MICHAEL J. O'DAY AND ASSOCIATES**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the 15th day of September, 2015.

CITY OF COVINA

By: _____
Andrea Miller
City Manager

Attest: _____
Evelyn Leach
Interim Deputy City Clerk

**MICHAEL J. O'DAY AND
ASSOCIATES, SOLE PROPRIETOR**

By: _____
(Signature)

Name *(Print)*

Title *(Print)*

EXHIBIT "A"
SCOPE OF SERVICES

The Parking Hearing Officer will conduct Administrative Reviews every month on the second Thursday of the month beginning at 9 a.m. at the Covina Police Department. Police Department staff will notify and schedule a hearing for those citizens who have requested an Administrative Review. Any cancellations will be rescheduled by Police Department staff.

A list of the scheduled hearings will be provided the Police Department front counter staff to facilitate check-in. Those who are scheduled for a review will wait in the Police Department lobby until it is time for their hearing.

The Parking Hearing Officer will conduct the hearing and when finished, he will submit his findings to the Police Records Supervisor on the original Administrative Review request form supplied to him by the Police Department Records staff.

At the conclusion of all the hearings for the day, and once all findings have been given to the Police Records Supervisor, the Parking Hearing Officer will submit an invoice to the Police Department staff in Administration totaling the number of hearings for that day at the rate of \$20 per hearing.

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CITY OF COVINA
AGENDA ITEM COMMENTARY

MEETING DATE September 15, 2015

ITEM NO. CC 7

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

ITEM TITLE **Adopt Resolution No. 15-7390 Appropriating \$55,129 in Available Measure R Fund Balance and Increasing the Fiscal Year 2014-15 Capital Projects Fund Budget in the Amount of \$55,129 and Approve Change Orders for Project T-0814B, Pedestrian and Metrolink Station Improvements**

STAFF RECOMMENDATION

- 1) Approve Change Order Nos. 25, 26, 27, 28, 30, 31 and 32 for Project T-0814B, Metrolink Station Improvements, increasing the construction contract by a total of \$55,129;
- 2) Adopt **Resolution No. 15-7390** appropriating \$55,129 in available Measure R Fund balance (account no. 2410-0000-33000) and increasing the fiscal year 2014-15 Capital Projects Fund budget (account no. 4300-4350-55200-T-0814B) in the amount of \$55,129; and
- 3) Authorize the City Manager or her designee to execute the approved change orders.

FISCAL IMPACT

Approval of Change Order Nos. 25, 26, 27, 28, 30, 31 and 32 will increase the construction contract for the Metrolink Station Improvements by a total of \$55,129. The cumulative effect of these change orders and those previously approved by the City Council on May 5, 2015, June 2, 2015, and July 7, 2015, is to increase the contract total by \$63,781 to \$1,486,772 from the original contract total of \$1,422,991.

The approved fiscal year 2014-15 Capital Projects Fund budget (account no. 4300-4350-55200-T-0814B) included \$1,300,900 in funding for this project. On July 7, 2015, the City Council approved an additional appropriation of \$130,744 in available Measure R Fund Balance (account no. 2410-0000-33000) to the fiscal year 2014-15 Capital Projects Fund budget (account no. 4300-4350-55200-T-0814B) for a total of \$1,431,644. The total construction contract as approved by the City Council as of this date is \$1,431,644. To cover the additional cost of \$55,129 for Change Order Nos. 25, 26, 27, 28, 30, 31 and 32 an appropriation of \$55,129 in available Measure R Fund balance (account no. 2410-0000-33000) and an increase in the fiscal year 2014-15 Capital Projects Fund budget (account no. 4300-4350-55200-T-0814B) in the amount of \$55,129 is necessary at this time.

BACKGROUND

On October 7, 2014, the City Council awarded a \$1,422,991 construction contract to Hillcrest Contracting for Project T-0814B, Metrolink Station Improvements. At the time of contract

award, the Department of Public Works did not request approval of a project contingency, necessitating City Council consideration of the appropriation outlined above and project change order requests at this time. As of August 25, 2015, the former contract City Engineer has reviewed the following change orders for completeness and accuracy as to the materials and labor included:

- Change Order No. 25: Replace luminaire mounting arms on existing parking lot light poles. This is necessary because the arm attachment to existing round poles was specified incorrectly in the plans. Round mounting arms are required to match the existing round light poles, not the square mounting arms specified. The change in contract cost due to Change Order No. 25 is an increase of \$7,020.
- Change Order No. 26: Pulverize, mix, grade and compact south side of parking lot. This is necessary because the parking lot grades contained in the project plans were not conducive to parking lot resurfacing. The change in contract cost due to Change Order No. 26 is an increase of \$14,501.
- Change Order No. 27: This item consisted of the up lighting for the flag pole. The original design called for the installation of a decorative fountain. The fountain was removed from the project scope due to the drought and current water restrictions. A flag pole was installed in its place. The change in contract cost due to Change Order No. 27 is an increase of \$5,109. The City, through the contractor and fountain manufacturer is seeking a credit for the fountain that may offset a portion or all of this cost.
- Change Order No. 28: During construction, an existing sink hole was identified on the south east corner of the parking lot, which likely should have been identified during site investigation during the design process. The contractor performed parking lot settlement repairs by excavating the sink hole, removing debris that was discovered during excavation and backfilling/compacting the sink hole. The change in contract cost due to Change Order No. 28 is an increase of \$18,686.
- Change Order No. 30: Miscellaneous landscape and irrigation field orders consisting of locating the damaged sewer pipe in Citrus Avenue that is being used for the new restroom facility, grading in the flag pole area once the decision was made to remove the decorative fountain, and excavating, capping and compacting irrigation heads and locating the existing irrigation line for the planter adjacent to the platform. The irrigation-related items allow the planter to be part of the new irrigation system. The change in contract cost due to Change Order No. 30 is an increase of \$2,663.
- Change Order No. 31: Potholing of sewer line on Citrus to allow for City Staff repair of line damaged by apparently previously damaged by Verizon during the installation of communication lines. The City is in the process of filing a claim with Verizon for damages. The change in contract cost due to Change Order No. 31 is an increase of \$4,629.
- Change Order No. 32: Removal of concrete on north side of driveway. This work is not reflected on design plans. The change in contract cost due to Change Order No. 32 is an increase of \$2,521.

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

The following is an update on pending Change Orders:

- Change Order No. 29: This proposed change order was submitted by the contractor for the painting of light poles on Front Street and the relocation of electric service for the requested Metrolink train message board. The Department of Public Works determined the additional painting and relocation are not critical to the project and elected not to proceed with the change order.

EXHIBITS

A. Resolution No. 15-7390

B. Change Order Nos. 25, 26, 27, 28, 30, 31 and 32

Respectfully submitted



Siobhan Foster/Director of Public Works
Department of Public Works

RESOLUTION NO. 15-7390

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, TO AMEND THE FISCAL YEAR 2014-15 CAPITAL PROJECTS FUND BUDGET TO REFLECT AN APPROPRIATION OF \$55,129 FROM AVAILABLE MEASURE R FUND BALANCE FOR PROJECT NO. T-0814B, AND INCREASING THE FISCAL YEAR 2014-2015 CAPITAL PROJECTS FUND BUDGET (ACCOUNT NO. 4300-4350-55200-T-0814B) IN THE AMOUNT OF \$55,129 FOR EXPENDITURE FOR PROJECT T-0814B, PEDESTRIAN AND METROLINK STATION IMPROVEMENTS.

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

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

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

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

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

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

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

SECTION 1. Amend the fiscal year 2014-2015 Capital Projects Fund budget as follows:
Appropriate \$55,139 in available Measure R Fund balance (account no. 2410-0000-33000) to Capital Projects Fund (2410-4350-55200-T-0814B) for Pedestrian and Metrolink Station Improvements.

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

PASSED, APPROVED AND ADOPTED this 15th day of September 2015.

John King, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney



CITY OF COVINA

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

PUBLIC WORKS DEPARTMENT

Engineering

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

CHANGE ORDER

Change Order No. 25

DATE: June 17, 2015

PROJECT NO. T-0814B Federal Project No. HPLUL-5118(016)

CONTRACT: Pedestrian and Metrolink Improvements Project

CONTRACTOR: Hillcrest Contracting, Incorporated.

.....
.....
New Luminaire Mounting Arm on Existing Poles.

1. Install new luminaire mounting arm on Existing light poles in Metrolink parking lot.

Total increase = \$ 7,019.45

2. Time Extension: None.

3. Change in contract cost: Increase of \$ 7,019.45

.....
Submitted by Karim Sabir Date 8/25/15
Title: City Engineer

Accepted by: [Signature] Date 8/25/15
Title: Contractor, Hillcrest Contracting, Inc.

Approved by: _____ Date _____
Title: City Manager

HILLCREST CONTRACTING, INC.

License No. 471664

June 17, 2015

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

ATTN: Laura Lara

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

RE: COR#025 - New Luminaire Mounting Arm on Existing Poles

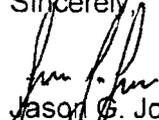
Dear Laura,

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

Item	DATE PERFORMED	DESCRIPTION	QTY	U/M	UNIT PRICE	AMOUNT
1	N/A	New Luminaire Mounting Arm on Existing Poles	29	EA	\$ 242.05	\$ 7,019.45
TOTAL THIS REQUEST:						\$ 7,019.45

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

Sincerely,


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



Lic # 822450, C10

CCO QUOTATION

Project Description:	Pedestrian and Metrolink Station
	City Project No. T-0814B
Owner/Contact:	City of Covina
Bid Date:	June 9, 2015

Item #	Description of Work	Quantity	Unit	Unit Price	Extension
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1	Furnish & Install New luminaire mounting Arm on existing pole.	29	Ea	\$235.00	6,815.00
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Grand Total \$ 6,815.00

H.C. 3% Mark-up \$ 204.45

TOTAL \$7,019.45

EXCLUSIONS: Bond, survey, permits and fees, inspection fees, engineering fees, utility fees, railroad insurance and training, signage & striping.

or

Prepared by: Kevin Moore

\$242.05/EA

Kamran Saber

From: Kamran Saber
Sent: Wednesday, June 17, 2015 1:32 PM
To: 'jason@hillcrestcontracting.com'; z.Kamran Saber
Cc: Laura Lara; Ron Hadloc
Subject: RE: COR#025 - New Luminaire Mounting Arm on Existing Poles

Accepted as submitted.

Thank you

Kamran Saber, PE
City Engineer
ksaber@covinaca.gov
(626) 384-5491

From: jason@hillcrestcontracting.com [<mailto:jason@hillcrestcontracting.com>]
Sent: Wednesday, June 17, 2015 11:00 AM
To: Kamran Saber; z.Kamran Saber
Cc: Laura Lara; Ron Hadloc
Subject: RE: COR#025 - New Luminaire Mounting Arm on Existing Poles

w/attachment

Thank you,

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



From: jason@hillcrestcontracting.com
Sent: Wednesday, June 17, 2015 11:00 AM
To: Kamran Saber Covina (KSaber@covinaca.gov) (KSaber@covinaca.gov); Kamran Saber
Cc: Laura Lara (llara@covinaca.gov); 'rhadloc@covinaca.gov'
Subject: COR#025 - New Luminaire Mounting Arm on Existing Poles
Importance: High

Kamran,
COR#025 - New Luminaire Mounting Arm on Existing Poles is attached for your view and approval. Please keep in mind these items are 8-10 weeks out for delivery so quick approval would great.

Thank you,

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





CITY OF COVINA

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

PUBLIC WORKS DEPARTMENT

Engineering

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

CHANGE ORDER

Change Order No. 26

DATE: June 18, 2015

PROJECT NO. T-0814B Federal Project No. HPLUL-5118(016)

CONTRACT: Pedestrian and Metrolink Improvements Project

CONTRACTOR: Hillcrest Contracting, Incorporated.

Pulverize, Mix, Grade and Compact South Side of Parking Lot.

1. Pulverize, mix, grade and compact south side of parking lot to regrade to new elevation .

Total increase = \$ 14,501.06

2. Time Extension: None.

3. Change in contract cost: Increase of \$ 14,501.06

Submitted by *Kelvin Selan* Date *8/25/15*
 Title: City Engineer

Accepted by: *Jim J. Lee* Date *8/25/15*
 Title: Contractor, Hillcrest Contracting, Inc.

Approved by: _____ Date _____
 Title: City Manager

HILLCREST CONTRACTING, INC.

License No. 471664

June 18, 2015

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

ATTN: Kamran Sabar

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

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

Dear Kamran,

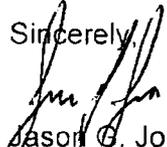
We are requesting a change order for the additional work as follows:

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

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

Sincerely,


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





CITY OF COVINA

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

PUBLIC WORKS DEPARTMENT

Engineering

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

CHANGE ORDER

Change Order No. 27

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

Up Light Fixture for Flag Pole.

1. Up light fixture for flag pole at Metrolink station.
2. Time Extension: None.
3. Change in contract cost: Increase of \$ 5,108.80

Total increase = \$ 5,108.80

Submitted by *Kelvin Sub* Date *8/25/15*
 Title: City Engineer

Accepted by: *[Signature]* Date *8/25/15*
 Title: Contractor (Hillcrest Contracting, Inc.)

Approved by: _____ Date _____
 Title: City Manager

HILLCREST CONTRACTING, INC.

License No. 471664

July 8, 2015

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

ATTN: Kamran Sabar

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

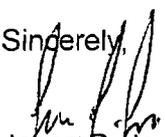
RE: REVISED COR#027 - Up Light Fixture for Flag Pole

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

Item	DATE PERFORMED	DESCRIPTION	QTY	U/M	UNIT PRICE	AMOUNT
1	N/A	Furnish & Install Up Light Fixture for Flag Pole location Note: There is no credit for the fountain fixtures as they have been delivered to MSL and their supplier says they are non-returnable. The fixtures will be delivered to the City.	2	LS	\$ 2,554.40	\$ 5,108.80
TOTAL THIS REQUEST:						\$ 5,108.80

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

Sincerely,


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





Lic # 822450, C10

CCO QUOTATION

Project Description:	Pedestrian and Metrolink Station
	City Project No. T-0814B
Owner/Contact:	City of Covina
Bid Date:	June 24, 2015

REVISED

Item #	Description of Work	Quantity	Unit	Unit Price	Extension
1	Furnish & Install Additional RDS-100MH-120-SPV Up light Fixture for Flag Pole location.	2	Ea	\$2,480.00	4,960.00
Grand Total					\$ 4,960.00

NOTE: Additional conduit & conductors will be billed pre item # 83 of the original contract.

EXCLUSIONS: Bond, survey, permits and fees, inspection fees, engineering fees, utility fees, railroad insurance and training, signage & striping.

Prepared by: Kevin Moore

3% H.C. Mark up \$ 148.80

\$ 5,108.80

or

\$ 2,554.40 / EA

jason@hillcrestcontracting.com

From: Kevin Moore <kevin@mslelectric.com>
Sent: Wednesday, June 24, 2015 2:23 PM
To: jason@hillcrestcontracting.com; Donny Riggins
Cc: jean@hillcrestcontracting.com; Bobby Campa
Subject: RE: Covina Metrolink COR#027
Attachments: 20150624141203811.pdf

Jason,

Please see the attached revised quote for the (2) Flag Pole Up-lights. I have been informed we already have taken possession of the original light fixture and it is non-returnable. It will be turned over to the City if they approved the Change order to purchase the new fixtures.

Thank You,

Kevin Moore
Sr. Estimator / Project Manager



Kevin@mslelectric.com

Tel. 714-693-4837
Fax. 714-693-4838
Cell 714-713-2409

4938 E. La Palma Ave.
Anaheim, Ca. 92807

From: jason@hillcrestcontracting.com [<mailto:jason@hillcrestcontracting.com>]
Sent: Monday, June 22, 2015 3:59 PM
To: Kevin Moore; Donny Riggins
Cc: jean@hillcrestcontracting.com
Subject: FW: Covina Metrolink COR#027

Kevin & Donny,

Please see City's question regarding up-lighting credit. Thanks

Thank you,

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



From: Kamran Saber [<mailto:KSaber@jmdiaz.com>]
Sent: Monday, June 22, 2015 3:53 PM
To: jean@hillcrestcontracting.com; Kamran Saber
Cc: 'llara@covina.gov'; rhadloc@covina.gov; jason@hillcrestcontracting.com
Subject: RE: Covina Metrolink COR#027

Thank you Jean and Jason.
So how much credit we get back for the current upright fixture as shown on plans?

Kamran

From: jean@hillcrestcontracting.com [<mailto:jean@hillcrestcontracting.com>]
Sent: Monday, June 22, 2015 3:39 PM
To: Kamran Saber; Kamran Saber
Cc: 'llara@covina.gov'; rhadloc@covina.gov; jason@hillcrestcontracting.com
Subject: Covina Metrolink COR#027

Attached is our COR#027 – Up Light Fixture for Flag Pole for your review and approval.

Thank you,

Jean Hellman

HILLCREST CONTRACTING, INC.
1467 Circle City Dr., Corona, CA 92879
P-(951) 273-9600x133/F-(951) 273-9608





CITY OF COVINA

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

PUBLIC WORKS DEPARTMENT

Engineering

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

CHANGE ORDER

Change Order No. 28

DATE: June 30, 2015

PROJECT NO. T-0814B Federal Project No. HPLUL-5118(016)

CONTRACT: Pedestrian and Metrolink Improvements Project

CONTRACTOR: Hillcrest Contracting, Incorporated.

.....
.....

Parking Lot Settlement Repairs.

1. Parking lot settlement repairs for existing sinkhole on south east corner of parking lot.

Total increase = \$ 18,685.47

2. Time Extension: None.

3. Change in contract cost: Increase of \$ 18,685.47

.....

Submitted by *Karen Sabo* Date *8/25/15*
 Title: City Engineer

Accepted by: *[Signature]* Date *8/25/15*
 Title: Contractor, Hillcrest Contracting, Inc.

Approved by: _____ Date _____
 Title: City Manager

HILLCREST CONTRACTING, INC.

License No. 471664

June 30, 2015

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

ATTN: Laura Lara

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

RE: COR#028 - Parking Lot Settlement Repairs

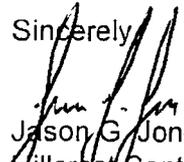
Dear Laura,

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

Item	DATE PERFORMED	DESCRIPTION	QTY	U/M	UNIT PRICE	AMOUNT
43731	06/05/15	Saw cut settled area in ex. Parking lot	1	LS	\$ 1,131.50	\$ 1,131.50
43732	06/09/15	Remove AC & Exc. dirt parking lot	1	LS	\$ 4,340.33	\$ 4,340.33
43734	06/11/15	Exc. dirt & place base in parking lot	1	LS	\$ 4,297.34	\$ 4,297.34
43735	06/12/15	Place AB in parking lot	1	LS	\$ 3,661.04	\$ 3,661.04
43736	06/15/15	Place AB in parking lot	1	LS	\$ 3,020.82	\$ 3,020.82
43737	06/19/15	Pothole for sewer line for City	1	LS	\$ 2,234.44	\$ 2,234.44
TOTAL THIS REQUEST:						\$ 18,685.47

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

Sincerely,


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

HILLCREST CONTRACTING

43736

General Engineering Contractors

P.O. Box 1898 • Corona, CA 91718-1898

MONDAY

AUTHORIZATION FOR EXTRA WORK OR CHANGE IN PLANS

CUSTOMER'S NO. _____ JOB. NO. 2618 ITEM NO. 08 B DATE 6/15/15

BILL TO: City of Covina

LOCATION OF WORK: METROLINK PARKING LOT

DESCRIPTION OF WORK: PLACING BASE IN SETTLED AREA IN PARK LOT AT METROLINK

ESTIMATOR: Jerry Blair / J

TYPE OF LABOR, EQUIPMENT OR MATERIALS USED	FOR OFFICE USE ONLY		
	HOURS/ QUANTITY		RATE
1- FOREMAN ^{Bill Tremble} w/ pickup	4	X	=
1- SKIP LOADER ^{Kenny White} w/ operator	4	X	=
1- SUPER DUMP ^{RAMOS} w/ operator	6 1/2	X	=
BASE LIB. CRUSHING	67.26 Tons		=
DUMP FEE FOR CONC ^{RAMOS}	\$100 ⁰⁰	X	1 Load
1- WATER TRUCK R394	104	X	=
1- ROLLER R235	104	X	=
		X	=
		X	=
		X	=
		X	=
		X	=
		X	=

FORM NO. 001 (REV. 8/99)

SUBTOTAL:

TOTAL:



[Signature]
 Hillcrest Representative

[Signature]
 Customer's Representative

WHEN WORK IS DONE ON EQUIPMENT RENTAL BASIS LIST ALL EQUIPMENT USED AND NUMBER OF HOURS USED.

Kamran Saber

From: Kamran Saber
Sent: Wednesday, July 01, 2015 10:53 AM
To: 'jean@hillcrestcontracting.com'; z.Kamran Saber
Cc: Laura Lara; Ron Hadloc; jason@hillcrestcontracting.com
Subject: RE: #2618 Covina Metrolink COR#028 - Parking Lot

Accepted as submitted.

Thanks

Kamran Saber, PE
City Engineer
ksaber@covinaca.gov
(626) 384-5491

From: jean@hillcrestcontracting.com [<mailto:jean@hillcrestcontracting.com>]
Sent: Wednesday, July 01, 2015 10:17 AM
To: Kamran Saber; z.Kamran Saber
Cc: Laura Lara; Ron Hadloc; jason@hillcrestcontracting.com
Subject: #2618 Covina Metrolink COR#028 - Parking Lot

Kamran,
Attached is our COR#028 – Parking Lot Settlement Repairs for your review and approval.

Thank you,

Jean Hellman

HILLCREST CONTRACTING, INC.
1467 Circle City Dr., Corona, CA 92879
P-(951) 273-9600x133/F-(951) 273-9608



HILLCREST
CONTRACTING, INC.



CITY OF COVINA

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

PUBLIC WORKS DEPARTMENT

Engineering

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

CHANGE ORDER

Change Order No. 30

DATE: July 21, 2015

PROJECT NO. T-0814B Federal Project No. HPLUL-5118(016)

CONTRACT: Pedestrian and Metrolink Improvements Project

CONTRACTOR: Hillcrest Contracting, Incorporated.

.....
.....

Misc. Landscape and Irrigation Field Orders.

1. Misc landscape and irrigation field orders consisting of locate broken sewer pipe; grade at flag pole area; excavate, cap and compact irrigation heads to deleted pots; and locate irrigation planter.

Total increase = \$ 2,663.23

2. Time Extension: None.

3. Change in contract cost: Increase of \$ 2,663.23

.....
 Submitted by *Karen Saban* Date *8/25/15*
 Title: City Engineer

Accepted by: *[Signature]* Date *8/25/15*
 Title: Contractor, Hillcrest Contracting, Inc.

Approved by: _____ Date _____
 Title: City Manager

HILLCREST CONTRACTING, INC.

License No. 471664

July 21, 2015

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

ATTN: Kamran Sabar

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

RE: COR#030 - Misc. Landscape & Irrigation Field Orders

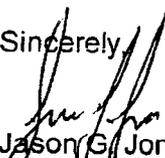
Dear Kamran,

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

Item	DATE PERFORMED	DESCRIPTION	QTY	U/M	UNIT PRICE	AMOUNT
1	06/19/15	Locate Broken Sewer Pipe	1	LS	\$ 861.00	\$ 861.00
2	06/22/15	Grade at Flag Pole Area	1	LS	\$ 699.57	\$ 699.57
3	06/26/15	Excavate, Cap and Compact Irrigation Heads to Deleted Pots	1	LS	\$ 387.57	\$ 387.57
4	05/08/15	Locate Irrigation to Planter	1	LS	\$ 715.09	\$ 715.09
TOTAL THIS REQUEST:						\$ 2,663.23

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

Sincerely,


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



<> REQUEST FOR CHANGE ORDER <>

R.C.O: 008

June 29, 2015

HILLCREST CONSTRUCTION
 ATTN.: JASON G. JONES
 1467 CIRCLE CITY DR.
 CORONA, CA
 T - (951) 273-9600
 F - (951) 273-9608

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

REQUEST FOR CHANGE ORDER: LOCATE BROKEN SEWER PIPE AND GRADE IN FLAG POLE AREA

<u>ITEM DESCRIPTION</u>	<u>UNIT</u>	<u>QTY</u>	<u>U/M PRICE</u>	<u>EXTENSION</u>
2 OPERATOR	HR	8	\$74.59 \$	596.72
4 MINI EXCAVATOR	HR	8	\$29.90	\$239.20
TOTAL				\$835.92

H.C.M/V + 3% \$25.08

\$861.00

<> REQUEST FOR CHANGE ORDER <>

GENERAL CONDITIONS:

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

EXCLUSIONS: (Unless specifically itemized above)

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

KEY NOTES:

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

Thank you for your consideration. Should you have any questions, **please contact us at (951) 278-3801.**

Respectfully Submitted,

Estimating Department
(License: #799647)



**BLUE
DIAMOND**
LANDSCAPE INC.
LIC# 799647

Date: June 19, 2015

AUTHORIZATION FOR EXTRA WORK/CHANGE ORDER

Client Name: Hill Crest Job Name: Metro Link Parking Lot in Covina East of Citrus Ave

Description of Work: locate broken sewer pipe and grade in flag pole area

INTERNAL USE ONLY
Client Number:
Job No./Coding:
C.O./P.O.: RC0008

Item No.	Total of Labor, Equipment or Material	Hrs. or Qty.	Unit Cost	Total
1	1 mini excavator + 1 operator	8 hrs.		
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				

THIS IS NOT AN INVOICE

Instructions to Job Superintendent: No work to be performed without this written authorization being correctly completed and signed by the authorized agent of the contractor or Owner. Give Customer Copy to the agent. ALL other copies (with the exception of the Field Copy) MUST be submitted to your branch office promptly upon completion of work.

Instructions to Contractor or Owner: This work order properly signed by your agent has been accepted as authorization to perform the work. An invoice accompanied by a copy of this order will be forwarded to your office for payment when the work is completed. All work will be performed in accordance with the "General Terms and conditions" and will be subject to the same terms and conditions as the signed proposal on said project.

X [Signature]
Approved by B.D.L. Inc. Representative

Date

X [Signature]
Approved by Client Representative

Date



<> REQUEST FOR CHANGE ORDER <>

R.C.O: 009

June 30, 2015

HILLCREST CONSTRUCTION
 ATTN.: JASON G. JONES
 1467 CIRCLE CITY DR.
 CORONA, CA
 T - (951) 273-9600
 F - (951) 273-9608

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

REQUEST FOR CHANGE ORDER: GRADE AT FLAG POLE AREA

<u>ITEM DESCRIPTION</u>	<u>UNIT</u>	<u>QTY</u>	<u>U/M PRICE</u>	<u>EXTENSION</u>
1 OPERATOR	HR	6.5	\$74.59 \$	484.84
2 MINI EXCAVATOR	HR	6.5	\$29.90	\$194.35
TOTAL				\$679.19

H.C. M/V + 3% \$20.38

\$699.57

<> REQUEST FOR CHANGE ORDER <>

GENERAL CONDITIONS:

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

EXCLUSIONS: (Unless specifically itemized above)

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

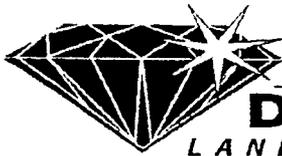
KEY NOTES:

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

Thank you for your consideration. Should you have any questions, **please contact us at (951) 278-3801.**

Respectfully Submitted,

Estimating Department
(License: #799647)



**BLUE
DIAMOND**
LANDSCAPE INC.
LIC# 799647

Date: June 22, 2015

AUTHORIZATION FOR EXTRA WORK/CHANGE ORDER

Client Name: Hillcrest

Job Name: Metrolink Parking Lot in
covering East of Citrus Ave

Description of Work: Grading flag pole area

INTERNAL USE ONLY

Client Number:
Job No./Coding:
C.O./P.O.: RCO 009

Item No.	Total of Labor, Equipment or Material	Hrs. or Qty.	Unit Cost	Total
1	<u>1 mini excavator & 1 operator</u>	<u>6 1/2 hrs</u>		
2				
3				
4				
5				
6				
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THIS IS NOT AN INVOICE

Instructions to Job Superintendant: No work to be performed with out this written authorization being correctly completed and signed by the authorized agent of the contractor or Owner. Give Customer Copy to the agent. ALL other copies (with the exception of the Field Copy) MUST be submitted to your branch office promptly upon completion of work.

Instructions to Contractor or Owner: This work order properly signed by your agent has been accepted as authorization to perform the work. An invoice accompanied by a copy of this order will be forwarded to your office for payment when the work is completed. All work will be performed in accordance with the "General Terms and conditions" and Ill be subject to the same terms and conditions as the signed proposal on said project.

X [Signature]
Approved by B.D.L. Inc. Representative Date

X [Signature]
Approved by Client Representative Date



<> REQUEST FOR CHANGE ORDER <>

R.C.O: 010

June 29, 2015

HILLCREST CONSTRUCTION

ATTN.: JASON G. JONES
 1467 CIRCLE CITY DR.
 CORONA, CA
 T - (951) 273-9600
 F - (951) 273-9608

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

REQUEST FOR CHANGE ORDER: EXCAVATE, CAP AND COMPACT HEADS TO DELETED POTS PER THE CITY

<u>ITEM DESCRIPTION</u>	<u>UNIT</u>	<u>QTY</u>	<u>U/M PRICE</u>	<u>EXTENSION</u>
1 OPERATOR	HR	2	\$74.59	\$149.18
2 MINI EXCAVATOR	HR	2	\$29.90	\$59.80
3 COMPACTOR	HR	2	\$23.00	\$46.00
4 LABOR	HR	2	\$60.65	\$121.30
TOTAL -----				\$376.28

H.C. M/P +3% \$ 11.29
\$387.57

<> REQUEST FOR CHANGE ORDER <>

GENERAL CONDITIONS:

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

EXCLUSIONS: (Unless specifically itemized above)

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

KEY NOTES:

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

Thank you for your consideration. Should you have any questions, **please contact us at (951) 278-3801.**

Respectfully Submitted,

Estimating Department
(License: #799647)



**BLUE
DIAMOND**
LANDSCAPE INC.
LIC# 799647

Date: 6/26/15

AUTHORIZATION FOR EXTRA WORK/CHANGE ORDER

Client Name: City of Corona Job Name: LOWNA

Description of Work: dig out + cap + compact heads to deleted L Pot's by City

INTERNAL USE ONLY

Client Number:

Job No./Coding:

C.O./P.O.: RCD 010

Item No.	Total of Labor, Equipment or Material	Hrs. or Qty.	Unit Cost	Total
1	1 Mini Ex + Operator	2 hrs		
2	1 Labor	2 hrs		
3	1 Compact	2 hrs		
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THIS IS NOT AN INVOICE

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Instructions to Contractor or Owner: This work order properly signed by your agent has been accepted as authorization to perform the work. An invoice accompanied by a copy of this order will be forwarded to your office for payment when the work is completed. All work will be performed in accordance with the "General Terms and conditions " and ill be subject to the same terms and conditions as the signed proposal on said project.

X [Signature]
Approved by B.D.L. Inc. Representative

6/26
Date

X [Signature]
Approved by Client Representative

6/26
Date



<> REQUEST FOR CHANGE ORDER <>

R.C.O: 007

July 22, 2015

HILLCREST CONSTRUCTION
ATTN.: JASON G. JONES
1467 CIRCLE CITY DR.
CORONA, CA
T - (951) 273-9600
F - (951) 273-9608

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

REQUEST FOR CHANGE ORDER: LOCATE IRRIGATION LINE TO PLANTER

<u>ITEM DESCRIPTION</u>	<u>UNIT</u>	<u>QTY</u>	<u>U/M PRICE</u>	<u>EXTENSION</u>
1 LABOR (2)	HR	8	\$60.66 \$	485.28
2 OPERATOR	HR	2	\$74.59 \$	149.18
4 MINI EXCAVATOR	HR	2	\$29.90	\$59.80
TOTAL				\$694.26

R.C. M.V. 3% \$ 20.83

\$715.09

<> REQUEST FOR CHANGE ORDER <>

GENERAL CONDITIONS:

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

EXCLUSIONS: (Unless specifically itemized above)

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

KEY NOTES:

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

Thank you for your consideration. Should you have any questions, please contact us at (951) 278-3801.

Respectfully Submitted,

Estimating Department
(License: #799647)



Date: 5/8/15

AUTHORIZATION FOR EXTRA WORK/CHANGE ORDER

Client Name: City of Corona Job Name: Job # 1192

Description of Work: located line going to existing palm trees

					INTERNAL USE ONLY		
					Client Number:		
					Job No./Coding:		
					C.O./P.O.:		
Item No.	Total of Labor, Equipment or Material				Hrs. or Qty.	Unit Cost	Total
1	2- labors				4 hrs.		
2	1- Mini Ex / operator				2 hrs.		
3							
4							
5							
6							
7							
8							
9							
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THIS IS NOT AN INVOICE

Instructions to Job Superintendant: No work to be performed with out this written authorization being correctly completed and signed by the authorized agent of the contractor or Owner. Give Customer Copy to the agent. ALL other copies (with the exception of the Field Copy) MUST be submitted to your branch office promptly upon completion of work.

Instructions to Contractor or Owner: This work order properly signed by your agent has been accepted as authorization to perform the work. An invoice accompanied by a copy of this order will be forwarded to your office for payment when the work is completed. All work will be performed in accordance with the "General Terms and conditions" and ill be subject to the same terms and conditions as the signed proposal on said project.

x Lois D. [Signature] 5/8/15 x [Signature] 5-11-15
 Approved by B.D.L. Inc. Representative Date Approved by Client Representative Date



CITY OF COVINA

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

PUBLIC WORKS DEPARTMENT

Engineering

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

CHANGE ORDER

Change Order No. 31

DATE: August 11, 2015
PROJECT NO. T-0814B Federal Project No. HPLUL-5118(016)
CONTRACT: Pedestrian and Metrolink Improvements Project
CONTRACTOR: Hillcrest Contracting, Incorporated.

Pothole for sewer line on Citrus.

1. Pothole for sewer line damaged by phone company.

Total increase = \$ 4,629.36

2. Time Extension: None.

3. Change in contract cost: Increase of \$ 4,629.36

Submitted by *Karson Sabin* Date 8/25/15
Title: City Engineer

Accepted by: *[Signature]* Date 8/25/15
Title: Contractor, Hillcrest Contracting, Inc.

Approved by: _____ Date _____
Title: City Manager

HILLCREST CONTRACTING, INC.

License No. 471664

August 11, 2015

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

ATTN: Kamran Sabar

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

RE: COR#031 - Pothole for sewer line on Citrus

Dear Kamran,

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

Item	DATE PERFORMED	DESCRIPTION	QTY	U/M	UNIT PRICE	AMOUNT
AEW#43738	07/14/15	Pothole for sewer line that phone company damaged	1	LS	\$ 4,629.36	\$ 4,629.36
TOTAL THIS REQUEST:						\$ 4,629.36

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

Sincerely,


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

Kamran Saber

From: Kamran Saber
Sent: Tuesday, August 11, 2015 2:15 PM
To: 'jean@hillcrestcontracting.com'; z.Kamran Saber
Cc: Kristen Weger; Ron Hadloc; jason@hillcrestcontracting.com
Subject: RE: #2618 Covina Metrolink - COR#031 & COR#032

Accepted as submitted.

Kamran Saber, PE
City Engineer
ksaber@covinaca.gov
(626) 384-5491

From: jean@hillcrestcontracting.com [<mailto:jean@hillcrestcontracting.com>]
Sent: Tuesday, August 11, 2015 8:44 AM
To: Kamran Saber; z.Kamran Saber
Cc: Kristen Weger; Ron Hadloc; jason@hillcrestcontracting.com
Subject: #2618 Covina Metrolink - COR#031 & COR#032

Attached is COR#031 – Pothole for sewer line on Citrus and COR#032 – Removal of added concrete for your review and approval.

Thank you,

Jean Hellman

HILLCREST CONTRACTING, INC.
1467 Circle City Dr., Corona, CA 92879
P-(951) 273-9600x133/F-(951) 273-9608



HILLCREST
CONTRACTING, INC.



CITY OF COVINA

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

PUBLIC WORKS DEPARTMENT

Engineering

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

CHANGE ORDER

Change Order No. 32

DATE: August 11, 2015
PROJECT NO. T-0814B Federal Project No. HPLUL-5118(016)
CONTRACT: Pedestrian and Metrolink Improvements Project
CONTRACTOR: Hillcrest Contracting, Incorporated.

.....
.....
Removal of Added Concrete.

1. Removal of added concrete on North side of driveway.
2. Time Extension: None.
3. Change in contract cost: Increase of \$ 2,521.15

Total increase = \$ 2,521.15

.....

Submitted by Kaun Sabar Date 8/25/15
 Title: City Engineer

Accepted by: [Signature] Date 8/25/15
 Title: Contractor, Hillcrest Contracting, Inc.

Approved by: _____ Date _____
 Title: City Manager

HILLCREST CONTRACTING, INC.

License No. 471664

August 11, 2015

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

ATTN: Kamran Sabar

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

RE: COR#032 - Removal of added concrete

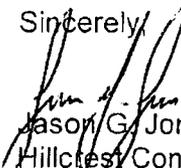
Dear Kamran,

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

Item	DATE PERFORMED	DESCRIPTION	QTY	U/M	UNIT PRICE	AMOUNT
AEW#43739	07/27/15	Removal of added concrete on North side of driveway. This work not on plans	1	LS	\$ 2,521.15	\$ 2,521.15
TOTAL THIS REQUEST:						\$ 2,521.15

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

Sincerely,


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

Kamran Saber

From: Kamran Saber
Sent: Tuesday, August 11, 2015 2:15 PM
To: 'jean@hillcrestcontracting.com'; z.Kamran Saber
Cc: Kristen Weger; Ron Hadloc; jason@hillcrestcontracting.com
Subject: RE: #2618 Covina Metrolink - COR#031 & COR#032

Accepted as submitted.

Kamran Saber, PE
City Engineer
ksaber@covinaca.gov
(626) 384-5491

From: jean@hillcrestcontracting.com [mailto:jean@hillcrestcontracting.com]
Sent: Tuesday, August 11, 2015 8:44 AM
To: Kamran Saber; z.Kamran Saber
Cc: Kristen Weger; Ron Hadloc; jason@hillcrestcontracting.com
Subject: #2618 Covina Metrolink - COR#031 & COR#032

Attached is COR#031 – Pothole for sewer line on Citrus and COR#032 – Removal of added concrete for your review and approval.

Thank you,

Jean Hellman

HILLCREST CONTRACTING, INC.
1467 Circle City Dr., Corona, CA 92879
P-(951) 273-9600x133/F-(951) 273-9608



HILLCREST
CONTRACTING, INC.



CITY OF COVINA
AGENDA ITEM COMMENTARY

MEETING DATE September 15, 2015 **ITEM NO. CC 8**

STAFF SOURCE John Michicoff, Interim Finance Director
Theresa Franke, Interim Finance Manager 

ITEM TITLE A Resolution Approving the Carryover of Continuing Appropriations from Fiscal Year 2014-2015 to Fiscal Year 2015-2016

STAFF RECOMMENDATION

Adopt **Resolution No. 15-7392** approving the carryover of continuing appropriations from Fiscal Year 2014-2015 to Fiscal Year 2015-2016.

FISCAL IMPACT

The fiscal impact to each fund is detailed in Exhibit B and total \$1,418,820.73.

BACKGROUND

When City Council approves a project or purchase, all funds are budgeted; however, if the timeframe to obtain the approved goods or services extends into the next fiscal year, the remaining budgeted funds (appropriations) need to be carried over.

As part of the year-end process, the Finance Department analyzes outstanding purchase orders, contracts, and remaining budget balances to determine which appropriations meet the criteria for carryover.

Exhibit B is the proposed Schedule of Continuing Appropriation Carryovers which staff recommends the Council approve.

EXHIBITS

- A. Resolution 15-7392
- B. Schedule of Continuing Appropriation Carryovers

Respectfully submitted,

John Michicoff, Interim Finance Director
Finance

RESOLUTION NO. 15-7392

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
COVINA, CALIFORNIA, THE CARRYOVER OF CONTINUING
APPROPRIATIONS FROM FISCAL YEAR 14-15 TO FISCAL YEAR 15-16**

WHEREAS, the City of Covina has certain operations and projects initiated prior to the fiscal year commencing July 1, 2015, which remain incomplete and will carryover from the previous fiscal year to the current fiscal year; and

WHEREAS, the City Council desires to appropriate the necessary carryover funds for the continuation and completion of certain City operations and projects and to set forth and appropriate certain expenses;

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

SECTION 1. Certain funds (listed in Exhibit B) are carried over from Fiscal Year 2014-2015 to Fiscal Year 2015-2016 and the City Manager is authorized to implement the same.

SECTION 2. The City Clerk shall certify to the passage and adoption of this resolution and the same shall thereupon take effect and is in force.

PASSED, APPROVED AND ADOPTED this 15th day in September, 2015.

Mayor, City of Covina

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

City of Covina
Schedule of Continuing Appropriation Carryovers
FY 2015-2016

Fund	Account Number	Activity	Requested Amount	Description
1010	10101130-54430	Police	\$ 6,437.83	Tactical vests
	10101450-51990	Police	16,228.00	Computer aided dispatch record management system
	1010 1200 55550	Police	26,000.00	Traffic Division motorcycle
	1010 Total		<u>48,665.83</u>	
2407	2407 4350 55100 t814b	Public Works	40,576.00	Restroom booth for Metrolink Station and pedestrian improvements
	2407 Total		<u>40,576.00</u>	
2800	28003900-52460	Library	6,454.26	Literarcy furniture purchase
	2800 Total		<u>6,454.26</u>	
4010	40101000-55900	Public Works	229,085.82	City unified camera system
	40102350 55340 T0733	Public Works	84,567.62	Traffic signal installation @ Glendora & Cienega
	4010 Total		<u>313,653.44</u>	
4300	4300 2200 55310 P1304	Public Works	624,297.95	Resurfacing at Hollenbeck
	43004350 55200	Transportation	244,094.74	Metrolink Improvements Project
	4300 Total		<u>868,392.69</u>	
4600	46003400-55200	Police	28,253.91	City Unified Camera System
	4600 Total		<u>28,253.91</u>	
6010	6010 5000 51990	Civiltec	2,685.00	Professional Services Agreement-Review City's Urban Water Management Plan (UWMP)
	6010 Total		<u>2,685.00</u>	
6200	62005580-51005	Environmental Svcs	30,680.64	Professional Services Agreement-Waste mgmt consulting svcs
	62005550-51005	Environmental Svcs	24,896.19	Professional Services Agreement-Stormwater permit (MS4) inspections
	62005550-51005	Environmental Svcs	34,473.87	Professional Services Agreement-Review plan development activities for stormwater permit
	6200 Total		<u>90,050.70</u>	
6300	63002700-51005	Environmental Svcs	10,660.00	Review and develop City's Sewer System Management Plan (SSMP)
	6300 Total		<u>10,660.00</u>	
7010	70106010-55550	Central Equipment	9,428.90	Vehicle retrofits (graphics, lights, etc.)
	7010 Total		<u>9,428.90</u>	
Grand Total			<u>\$ 1,418,820.73</u>	

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CITY OF COVINA/COVINA HOUSING
AUTHORITY/SUCCESSOR AGENCY TO THE COVINA
REDEVELOPMENT AGENCY
AGENDA ITEM COMMENTARY

MEETING DATE September 15, 2015 **ITEM NO. CC 9**

STAFF SOURCE Brian K. Lee, Director of Community Development
 Nuala Gasser, Sr. Housing & CDBG Economic Development Manager

ITEM TITLE Adopt Policies and Procedures for the Transitional House

STAFF RECOMMENDATION

- a. Adopt City **Resolution 15-7393** of the City of Covina approving Policies and Procedures for the McGill Transitional House.
- b. Adopt Authority **Resolution 15-002** of the Covina Housing Authority supporting the City's approval of Policies and Procedures for the McGill Transitional House.
- c. Adopt Successor Agency **Resolution 15-033** supporting the City's approval of Policies and Procedures for the McGill Transitional House.

FISCAL IMPACT

There is no fiscal impact.

BACKGROUND

The McGill Transitional House, ("Transitional House") for homeless women and children, is a three-bedroom transitional home that was purchased in 2004 with Redevelopment twenty percent set-aside affordable housing funds. The house was purchased with the intent that it would operate as a model program for other cities on housing homeless families. The Transitional House has been in operation since 2006, and has housed twenty-eight families, including fifty-eight children. Two bedrooms are for transitional care and one bedroom is for the on-site manager.

To provide for the safe and smooth operation of the house, and to ensure that residents are aware of the house rules, Policies and Procedures (Policies) have been in place since 2006. The Policies are established to have standards in place where both resident and management are aware of the expectations, and there are no surprises. Most of the Policies are related to the day-to-day operation of the home; some are related to legal rights and responsibilities. All residents must sign for receipt and acknowledgement of the Policies before moving in. Some of the Policy topics are:

- Basic standards for all chores
- Child abuse mandated reporting
- Childcare
- Children's educational progress report
- Confidentiality

- Discharge
- Financial agreement
- Key policy
- Computer use policy
- Parent responsibilities
- Participant's Rights
- Hold Harmless Agreement

The Policies are attached as Exhibit A.

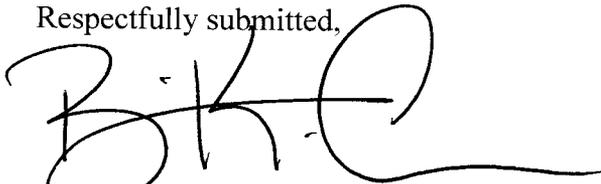
Major funding for the operation of the Transitional House comes through a federal grant administered by the Los Angeles Homeless Services Authority (LAHSA). LAHSA's Fiscal Year 15-16 grant contract requested changes to the Grievance Policies and Procedures and Termination Policies and Procedures. They are attached separately as Exhibits B and C, respectively.

The above referenced policies and procedures are attached for approval, and the attached resolutions provide for City Manager approval of future minor revisions or updates to the policies and procedures as necessary to be in compliance with state and federal law, and with funding contracts through LAHSA.

EXHIBITS

- A. Policies and Procedures
- B. Grievance Policies and Procedures
- C. Termination Policies and Procedures
- D. City Resolution
- E. Housing Authority Resolution
- F. Successor Agency Resolution

Respectfully submitted,



Brian K. Lee
Director of Community Development

EXHIBIT A

MCGILL TRANSITIONAL PROGRAM POLICIES AND PROCEDURES

THE POLICIES AND PROCEDURES ARE AVAILABLE FOR VIEWING
IN THE OFFICE OF THE COVINA CITY CLERK
125 E. COLLEGE STREET
COVINA, CA 91723

EXHIBIT B

RESIDENT GRIEVANCE POLICIES AND PROCEDURES

The purpose of this policy is to establish the mechanism for addressing residents' complaints and grievances.

The **McGill Transitional House Program** affords residents an avenue for registering complaints and grievances in connection with the services received while residing at the facility and resolving conflicts arising from participation in the program. However, if the resident has received a Notice of Termination, the resident must follow the Termination Policies and Procedures.

Grievance Policies

- I. Any resident having a complaint regarding a program requirement or activity or its staff, or who is experiencing substantive conflict in the disciplinary process is entitled to present the issue for resolution.
- II. During the admission process, residents will be given information regarding the grievance/appeals procedures. The level of review will include:
 1. Informal complaint process;
 2. Formal grievance process; and
 3. Grievance appeals process
- III. The resolution process is not available when the resident has received a Notice of Termination. In such circumstances, the resident must follow the Termination Policies and Procedures.
- IV. At each step of the resolution process, the resident will be given the opportunity to discuss the issue without fear of reprisal. During the Formal Grievance Process and the Grievance Appeals Process, the resident will be given the opportunity to discuss the issue with full privacy and confidentiality. When the issue is not resolved at any step, the next step in the process will be offered and explained to the individual.
- V. Each step of the complaint/grievance/appeal process, including a copy of the grievance and written resolution or disposition of the grievance will be recorded and maintained in a central dispute or grievance file. This grievance file, along with the resident's Program file must be made available to LAHSA immediately upon LAHSA's request, but in any event, in no more than five days from LAHSA's request.

Grievance Procedure Processes

Level One Review - Informal Complaint Resolution Process:

The resident presents the issue verbally to any of the following for review and resolution:

1. The staff person giving rise to the issue;
2. The staff person's immediate supervisor, or
3. The weekly house meeting

Level Two Review - Formal Grievance Resolution Process:

If the outcome of the **Informal Complaint** review is not in the resident's favor, the resident may file a Formal Grievance.

Contact to handle grievances: Catholic Charities of Los Angeles, Inc.,
Victoria Gardea, Case Manager
1460 E. Holt Avenue, Pomona CA 91767
909-629-1335

Alternate contact: Catholic Charities of Los Angeles, Inc.,
Mary Romero, Regional Director
1460 E. Holt Avenue, Pomona, CA 91767
909-629-1335

The resident must complete a **Grievance Procedure Form** and submit it to staff within seven (7) days of the incident being reported on the Grievance Procedure Form. Any disciplinary action will be suspended until all steps of the grievance resolution process have been completed.

Once a **Grievance Procedure Form** is received, staff will schedule a meeting of the **Grievance Committee** to review the resident's issues at a location convenient to all parties and where the discussion is confidential. The resident will be allowed the opportunity to submit a written or oral statement, or other documentary evidence, to the Grievance Committee setting forth the resident's issues. The resident will also be allowed to present either written or oral statements from other program participants or staff. Staff will likewise have the opportunity to present staff's position on the issue, including any documentary evidence, and may also present written or oral statements from other program participants. The meeting will take place within 72 hours of receipt of the resident's grievance form. A representative of the Grievance Committee shall provide a written decision to the resident in person at the Transitional House and shall file a copy of the written decision in the resident's file. The written decision will be given to the resident by the end of the second business day after the Grievance Committee's meeting.

Level Three Review - Grievance Appeals Process: If the Formal Grievance review is not in the resident's favor, a resident may appeal the decision by resubmitting the Grievance Procedure Form within three business days of receiving notice of the Grievance Committee's decision. The Grievance Procedure Form shall be submitted to the City of Covina Housing Division, 125 E. College Street, Covina. Within five business days, management will meet with resident and review the grievance and related documentation in order to resolve the grievance. Within two business days, a written final decision will be given to the resident.

If the appeal process does not fully resolve the issue, a resident may seek outside assistance, in the form of mediation/dispute resolution service. The resident may be responsible for any related monetary costs.

The City shall assist the resident with a referral to a mediation/dispute resolution service. The resident may elect to use the following "cost free" resolution service:

Dispute Resolution Program
Office of the City Attorney
222 S. Hill Street, 6th Floor

Los Angeles, California 90012
Telephone: (213) 485-8324

The City shall schedule a mutually acceptable date and time for all parties to meet and must fully participate in the mediation/dispute resolution process.

All grievance forms and written decisions or dispositions will be maintained in a central grievance file.

Resident Signature _____ Date _____

Staff Signature _____ Date _____

GRIEVANCE PROCEDURE FORM

Resident's Name _____ Date _____

Resident-Please explain the action that you are appealing and/or complaining about:

Resident-Please state possible solutions:

Staff- Please write a decision explaining how the resident's concerns will be addressed or, if the concerns cannot be addressed, why they cannot be addressed:

Resident- Please write you response to the decision:

Resident Signature _____ Date _____

Staff Signature _____ Date _____

LAHSA GRIEVANCE RESOLUTION APPEAL

1. If the resident believes that the City has not followed its established Grievance Policy in hearing and attempting to resolve the grievance, a resident may choose to file a due process appeal with LAHSA. The purpose of the LAHSA appeal will be for LAHSA to determine whether the City has provided due process by following the procedures within its own grievance policy.
2. If the resident chooses to file a due process appeal with LAHSA the City or its Agent (City) must assist the resident in completing the LAHSA Grievance Resolution Appeal Form, a copy of which is attached. The City shall then process the appeal form within 48 hours of giving the resident the written decision in response to the grievance. The City shall process the appeal form in one of the following manners of resident's choosing:
 - a. The City may supply resident with a stamped envelope addressed to LAHSA at the address listed in paragraph c, below, or
 - b. The City may fax the form directly to LAHSA using the fax number indicated in paragraph c, below. The City shall provide resident the printed confirmation sheet indicating that the fax was successful.
 - c. All completed LAHSA Grievance Resolution Appeal Forms must be submitted to the following contact person:

Shelter System Manager
Los Angeles Homeless Services Authority (LAHSA)
811 Wilshire Blvd., Suite 600
Los Angeles, CA 90017
LAHSA Fax Number: (213) 892-0093

EXHIBIT C

TRANSITIONAL HOUSE TERMINATION POLICIES AND PROCEDURES

1. A written Termination Notice is given to terminate a resident from the Program by the Catholic Charities of Los Angeles Regional Director. The notice is delivered in person. If the resident is not reachable, the notice is posted on her bedroom door. The Termination Notice must contain a clear statement of the reason(s) for the termination (termination decision).
2. If a Program participant wishes to request a review of the termination decision, the resident must adhere to the following procedures:
 - The resident must request a review of the termination decision within three (3) working days of receiving the notice of termination by completing the Termination Appeal Request Form (Appeal).
 - The Appeal must be completed and delivered in person to the Director of Community Development/authorized representative (Director), City of Covina Community Development Department, at 125 E. College Street, Covina, CA 91723.
3. If a Program participant requests review of the termination decision, the City will follow the following process:
 - Once an Appeal is received, the Director will schedule a hearing.
 - The hearing will take place within 72 hours of receipt of the resident's grievance form. At the hearing, the resident will have the opportunity to provide both written and oral documentation to establish her case.
 - The resident's participation in the Program will be terminated in only the most severe case.
 - The Director will respond within five working days.
 - The decision of the Director is final.
4. If the resident submits an Appeal, the termination will be suspended until all steps of the termination resolution process have been completed, unless the termination decision is a result of a Level One violation and it pertains to violence or compromises the safety of staff or other residents
5. If a resident is terminated from the Program before completion, for reasons other than a Level 1 violation, the resident will have thirty days to complete exit paperwork, return her keys, remove her belongings from the residence, and vacate the premises. If the resident does not remove all of her personal belongings, the City shall provide the resident notice of the belongings that remain on the premises and shall serve that notice in person or by mail. The resident will have 15 days (if the notice is personally served) or 18 days (if the notice is served by mail) to make an appointment to retrieve her personal belongings. After the above-referenced 15 or 18 day period is over, if the resident has not made an appointment to retrieve her belongings, all unclaimed property becomes the property of the transitional house to be disposed of at staff's discretion.

6. All discharge planning and paperwork will include a list of currently available community resources and appropriate referrals.
7. Termination from the Program does not bar the City from providing further assistance at a later date to the same individual or family previously terminated from the Program.

RESOLUTION NO. 15-7393

A RESOLUTION OF THE CITY OF COVINA APPROVING
POLICIES AND PROCEDURES FOR THE MCGILL
TRANSITIONAL HOUSE

WHEREAS, the McGill House Project is a program which provides transitional housing with appropriate supportive services to eligible families, and

WHEREAS, program goals include self-sufficiency, employment and permanent housing, and

WHEREAS, certain rules and regulations establish protocols regarding tenancy and operation of the house in order for the safe and smooth operation of the house, and successful completion of program goals, and

WHEREAS, the City's contract with the Los Angeles Homeless Services Authority (LAHSA) requires that the City maintain grievance policies and procedures and termination policies and procedures for the program.

WHEREAS, it is in the best interest of the City to formalize the rules and regulations that govern the program.

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

SECTION 1. The Policies and Procedures for the Transitional House, attached as Exhibit A, are approved.

SECTION 2. The Grievance Policies and Procedures and the Termination Policies and Procedures, attached as Exhibits B and C, respectively, are approved.

SECTION 3. The City Manager or her designee is hereby authorized and empowered to make minor revisions or updates to any of the policies and procedures as necessary to be in compliance with state and federal law, or with any funding contracts through the Los Angeles Homeless Services Authority (LAHSA), and to execute all necessary amendments.

SECTION 4. The City Clerk shall certify to the passage and adoption of this resolution and the same shall be effective upon its adoption.

PASSED, APPROVED AND ADOPTED this 15th day of September 2015.

CITY OF COVINA

John C. King, Mayor

Attest:

Evelyn Leach, Interim Chief Deputy City Clerk

CERTIFICATION

I, Evelyn Leach, Interim Chief Deputy City Clerk of the City of Covina, hereby CERTIFY that Resolution No. 15-7393 was adopted by the Covina City Council at a regular meeting of the City Council held this 15th day of September, 2015, and was approved and passed by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Evelyn Leach
Interim Chief Deputy City Clerk

EXHIBITS A, B AND C

TO RESOLUTION

SEE EXHIBITS A, B AND C TO THIS STAFF REPORT

RESOLUTION NO. 15-002

A RESOLUTION OF THE COVINA HOUSING AUTHORITY
SUPPORTING THE CITY OF COVINA'S APPROVAL OF
POLICIES AND PROCEDURES FOR THE MCGILL
TRANSITIONAL HOUSE

WHEREAS, the McGill House Project is a program which provides transitional housing with appropriate supportive services to eligible families, and

WHEREAS, program goals include self-sufficiency, employment and permanent housing, and

WHEREAS, certain rules and regulations establish protocols regarding tenancy and operation of the house in order for the safe and smooth operation of the house, and successful completion of program goals, and

WHEREAS, the City's contract with the Los Angeles Homeless Services Authority (LAHSA) requires that the City maintain grievance policies and procedures and termination policies and procedures for the program.

WHEREAS, it is in the best interest of the City to formalize the rules and regulations that govern the program.

NOW, THEREFORE, THE COVINA HOUSING AUTHORITY BOARD DOES RESOLVE AS FOLLOWS:

SECTION 1. The Covina Housing Authority Board supports the City's action in approving the Policies and Procedures for the Transitional House.

SECTION 2. The Covina Housing Authority Board supports the City's action in approving the Grievance Policies and Procedures and the Termination Policies and Procedures.

SECTION 3. The Secretary shall certify to the passage and adoption of this resolution and the same shall be effective upon its adoption.

PASSED, APPROVED AND ADOPTED this 15th day of September 2015.

COVINA HOUSING AUTHORITY

John C. King, Chairperson

Attest:

Andrea M. Miller, Secretary

CERTIFICATION

I, Andrea M. Miller, Secretary of the Covina Housing Authority, hereby CERTIFY that Resolution No. 15-002 was adopted by the Covina Housing Authority Board at a regular meeting held this 15th day of September, 2015, and was approved and passed by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Andrea M. Miller
Secretary

RESOLUTION NO. 15-033

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE
COVINA REDEVELOPMENT AGENCY SUPPORTING THE
CITY OF COVINA'S APPROVAL OF POLICIES AND
PROCEDURES FOR THE MCGILL TRANSITIONAL HOUSE

WHEREAS, the McGill House Project is a program which provides transitional housing with appropriate supportive services to eligible families, and

WHEREAS, program goals include self-sufficiency, employment and permanent housing, and

WHEREAS, certain rules and regulations establish protocols regarding tenancy and operation of the house in order for the safe and smooth operation of the house, and successful completion of program goals, and

WHEREAS, the City's contract with the Los Angeles Homeless Services Authority (LAHSA) requires that the City maintain grievance policies and procedures and termination policies and procedures for the program.

WHEREAS, it is in the best interest of the City to formalize the rules and regulations that govern the program.

NOW, THEREFORE, THE SUCCESSOR AGENCY TO THE COVINA REDEVELOPMENT AGENCY DOES RESOLVE AS FOLLOWS:

SECTION 1. The Successor Agency to the Covina Redevelopment Agency Board supports the City's action in approving the Policies and Procedures for the Transitional House.

SECTION 2. The Successor Agency to the Covina Redevelopment Agency supports the City's action in approving the Grievance Policies and Procedures and the Termination Policies and Procedures.

SECTION 3. The Secretary of the Successor Agency to the Covina Redevelopment Agency Board shall certify to the passage and adoption of this resolution and the same shall be effective upon its adoption.

PASSED, APPROVED AND ADOPTED this 15th day of September 2015.

SUCCESSOR AGENCY TO THE COVINA
REDEVELOPMENT AGENCY BOARD

John C. King, Chairperson

Attest:

Evelyn Leach, Secretary

CERTIFICATION

I, Evelyn Leach, Secretary of the Successor Agency to the Covina Redevelopment Agency for the City of Covina, do hereby CERTIFY that Resolution No. 15-033 was adopted by the Covina Successor Agency at a regular meeting of the Agency held this 15th day of September 2015, and was approved and passed by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Evelyn Leach
Secretary of the Successor Agency to the
Covina Redevelopment Agency



CITY OF COVINA
AGENDA ITEM COMMENTARY

MEETING DATE September 15, 2015

ITEM NO. CC 10

STAFF SOURCE **Siobhan Foster, Director of Public Works**
Anne Perkins-Yin, Management Analyst
Kristen Weger, Management Analyst

ITEM TITLE **Authorization to Enter into Professional Services Agreement with Alameda Park Street Bicycles Inc. dba BIKEHUB for Bicycle Parking Management Services**

STAFF RECOMMENDATION

- 1) Authorize the City Manager to enter into a Professional Services Agreement (PSA) with BIKEHUB for Management Services of the Covina Bike Facility including the newly constructed restroom/changing facility at the Covina Metrolink Station in accordance with Covina Municipal Code (CMC) Section 2.20.175 (Purchase – Professional and Specialized Services) for a three-year term from September 15, 2015 through September 14, 2018, in an amount not-to-exceed \$95,600; and
- 2) Adopt **Resolution No. 15-7394** amending the fiscal year 2015-2016 budget to receive \$53,600 in Transportation Development Act (TDA) from the Los Angeles County Metropolitan Transportation Authority (Metro) into the Department of Public Works budget (account no. 2407-0000-42122) and appropriate the funding to the Department of Public Works budget (account no. 2407-0000-52422) for the PSA with BIKEHUB.

FISCAL IMPACT

The fiscal impact associated with the PSA with BIKEHUB for Management Services of the Bike Facility at the Covina Metrolink Station is for a not-to-exceed amount of \$95,600 over the three year term of the contract including \$32,600 in initial start-up costs for the installation of access control systems in the Bike Facility and restroom/changing facility, software, and customized webpage and payment screen plus an annual customer service plan of \$21,000 per year. The breakout of anticipated costs by fiscal year is as follows.

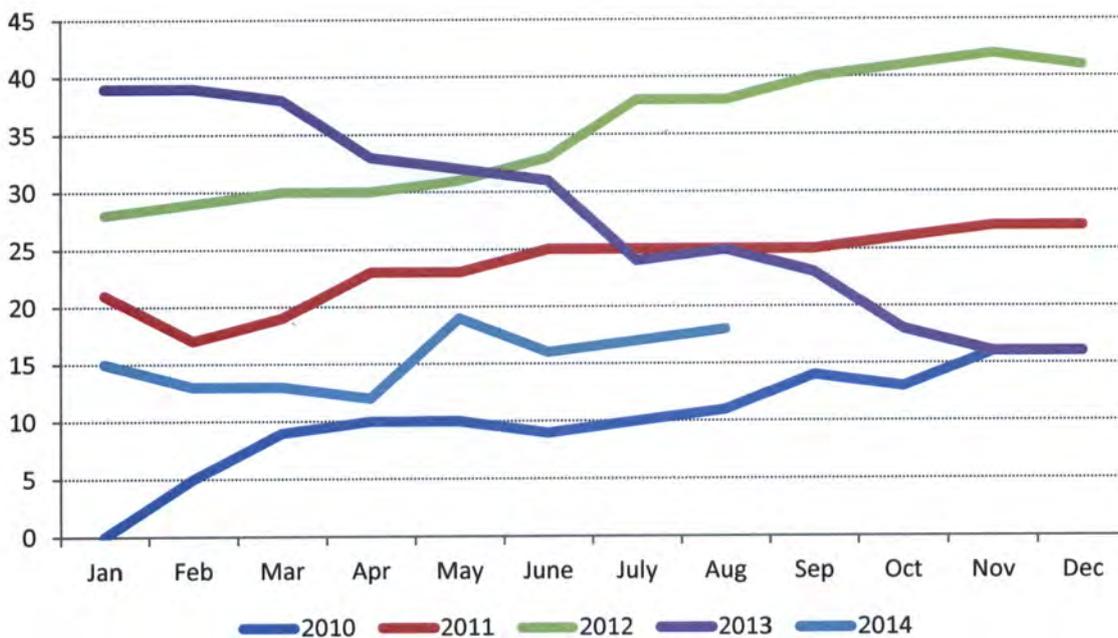
Year	Start-up Costs	Customer Service Plan	Total
Year 1 (fiscal year 2015-16)	\$32,600	\$21,000	\$53,600
Year 2 (fiscal year 2016-17)	--	\$21,000	\$21,000
Year 3 (fiscal year 2017-18)	--	\$21,000	\$21,000
Total	\$32,600	\$63,000	\$95,600

The Metro TDA is funded on a reimbursement basis. The City will receive TDA funding of \$53,600 within sixty days of City Council approval of the BIKEHUB PSA and submittal of the funding request to Metro. The Metro TDA funds will be received into the Department of Public Works budget (account no. 2407-0000-42122). Upon disbursement of funds from Metro and appropriation to the Department of Public Works budget (account no. 2407-0000-52422), sufficient funding will be available for Year 1 of the proposed agreement. Funding of \$21,000 for each of Years 2 and 3 of the agreement will be requested from Metro in fiscal years 2016-17 and 2017-18 and will be reflected in the Department of Public Works budget for those fiscal years. This item has no General Fund impact.

BACKGROUND

On August 18, 2009, the City Council authorized an agreement for the procurement of a prototype Bikestation module and three-year support service agreement in the amount of \$59,813.28 to be used as a storage facility for up to 36 bicycles and sited in the Covina Metrolink Station parking lot. The nation’s first Bikestation offered 24-hour/7 day per week secured bicycle parking with digital access. When fully utilized, the facility was estimated to displace 58,400 vehicle trips per year with a reduction of 154,176 pounds of carbon dioxide. The contract was subsequently extended twice through August 2014. Bikestation enrollment data is shown in Chart 1.

Chart 1 – Covina Bikestation Enrollment Data



As Chart 1 illustrates, Bikestation enrollment peaked in 2012, with a high of 42 enrollees in November 2012 and experienced a marked decline in 2013 and 2014 through August, which had only 18 enrollees. In August 2014, the Department of Public Works elected not to recommend the renewal of the agreement with Bikestation and instead sought to identify ways to reinvigorate the facility following the completion of the Pedestrian and Metrolink Improvements Project, which includes the addition of a restroom/changing facility to complement the Bike Facility.

The Covina Metrolink Parking lot is scheduled to reopen during the week of September 28, 2015.

The strategy to reinvigorate the Bike Facility solidified when Metro entered into the Metro Bike Hub Management Services Agreement (BIKEHUB) with Alameda Park Street Bicycles Inc. on September 15, 2014 for the development of Metro Bike Hub parking facilities at the El Monte Transit Center, Culver City Expo Line Station, Hollywood/Vine Red Line Station, North Hollywood Red/Orange Line Station, and Union Station. The objectives of the agreement are to:

1. Increase bike-to-transit use
2. Increase the number of secure bicycle parking facilities
3. Reduce the demand for car parking
4. Reduce the need to take bikes on transit vehicles

By contracting with BIKEHUB for Management Services of the Bike Facility and restroom/changing area, Covina will join the regional network bicycle parking facilities spearheaded by Metro. BIKEHUB will perform all marketing functions to include grand opening preparations, publicity and news conference coordination, grand opening clinic, quarterly bike clinics (e.g., how to handle basic bicycle repairs, bicycling 101, commuting 101), outreach to local advocacy group and bicycle shops, and annual Bike to Work Day events. By participating in this network, Covina's facility will be fully compatible with Metro, which will use the same access-control and backend database. This way, members will have to register only once through any of BIKEHUB's web portals and have access to all Metro Bike Hubs. This regional connectivity will enhance/expand opportunities for Covina cyclists, while enabling Covina to contribute to the Active Transportation Network locally and regionally.

In addition, under the proposed contract terms, BIKEHUB will provide the following to Covina: membership registration and database management, payment processing, installation and integration with existing regional facilities, ongoing customer service, monthly and quarterly service reports, webpage and design, planning, installation and deployment, marketing, design, and Grand Opening preparation.

Given BIKEHUB's contractual relationship with Metro and proven track record of service delivery in other locations including BART and Caltrain, BIKEHUB has the professional qualifications necessary for satisfactory performance of the services required. The proposed contract also furthers the implementation of the City of Covina Bicycle Master Plan approved by the City Council on September 20, 2011, which includes a goal for transit integration – integrating bicycling and walking into the transit system. For these reasons, the Department of Public Works recommends that the City Council approve the BIKEHUB PSA to ensure transit integration as specified in the City of Covina Bicycle Master Plan and regional integration of bike commuter facilities.

Authorization for the City to enter into this PSA is provided by CMC Section 2.20.175 (Purchase – Professional and Specialized Services) which states:

Purchase of professional and specialized services by persons, firms, companies, or corporations (including, but not limited to, architecture, landscape architecture, engineering, environmental, land surveying, legal, accounting or construction management) shall be made on the basis of demonstrated competence and experience of the service provider and on the professional qualifications necessary for the satisfactory performance of the services required. The purchasing supervisor shall attempt to obtain information relating to prices and availability of such professional or specialized services from different sources prior to making the purchase; however, neither formal nor informal bidding shall be required prior to the purchase of professional or specialized services.

ALTERNATIVES

At least one alternative is available to the City Council. The City Council may elect not to authorize the City Manager to enter into a PSA with BIKEHUB for Management Services of the Covina Bike Facility. This may result in the City not being able to develop a sustainable program at the Covina Bike Facility nor fulfill the goal of transit integration as specified in the City of Covina Bicycle Master Plan.

EXHIBITS

- A. Resolution No. 15-7394
- B. PSA with BIKEHUB for Management Services of the Covina Bike Facility

Respectfully submitted



Siobhan Foster/Director of Public Works
Public Works Department

RESOLUTION NO. 15-7394

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA,
TO AMEND THE FISCAL YEAR 2015-2016 PUBLIC WORKS DEPARTMENT BUDGET
TO APPROPRIATE \$53,600 IN TRANSPORTATION DEVELOPMENT ACT (TDA)
FUNDING (ACCOUNT NO. 2407-0000-52422) FOR MANAGEMENT OF THE COVINA
METROLINK STATION BIKEHUB FACILITIES.**

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 will receive an allocation of \$53,600 from the Los Angeles County Metropolitan Transportation Authority (Metro) within sixty days of requesting the funds from Metro; and

WHEREAS, the City of Covina wishes to allocate these funds for management of the Covina Metrolink Station BIKEHUB facilities.

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 Public Works Department, Transportation Development Act budget as follows:

1. Receive \$53,600 in Transportation Development Act (TDA) from the Los Angeles County Metropolitan Transportation Authority (Metro) into the Department of Public Works budget (account no. 2407-0000-42122); and
2. Appropriate the \$53,600 annual TDA allocation of funds from (2407-0000-42122) to (account no. 2407-0000-52422) for Covina Metrolink Station BIKEHUB facilities.

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

PASSED, APPROVED AND ADOPTED this 15th day of September 2015.

John King, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

**CITY OF COVINA
PROFESSIONAL SERVICES AGREEMENT**

1. PARTIES AND DATE.

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

2. RECITALS.

2.1 Consultant.

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

2.2 Project

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

3. TERMS.

3.1 Scope of Services and Term.

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

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

3.2 Responsibilities of Consultant.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.2.10 Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.2.13 Storm Water Management.

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

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

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

3.2.13.4 Liability for Non-compliance.

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

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

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

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

3.3 Fees and Payments.

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

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

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

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

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

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

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

3.4 Termination of Agreement.

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

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

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

3.5 Ownership of Materials and Confidentiality.

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

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

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

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

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

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

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

3.6 General Provisions.

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

Consultant:

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

City:

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

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

3.6.2 Indemnification.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.6.19 Federal Provisions.

[SIGNATURES ON NEXT PAGE]

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

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

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

By: _____
Andrea Miller
City Manager

Attest: _____
Evelyn Leach
Interim Chief Deputy City Clerk

APPROVED AS TO FORM

By: _____
Candice Lee
City Attorney

**BIKEHUB,
a California corporation**

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

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

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

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EXHIBIT "A"

SCOPE OF SERVICES

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

The components of this transition includes the following:

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

Project Components

Access-Control and User-interface (UI)

BIKEHUB has partnered with Sand Vault to provide a proven hardware/software solution in the industry. Sand Vault has been instrumental in launching bike-share systems in the United States, working with industry leaders B-Cycle, Cycle Hop, and Deco Bike.

BIKEHUB's access-control hardware shall integrates completely with Sand Vault's software package, providing a single-source for the entire process.

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

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

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

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

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

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

Structure & Structure Package

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

BIKEHUB recommends and have budgeted for the following modifications:

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

User-interface

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

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

Customer Support

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

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

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

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

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

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

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

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

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

Requirements

The project requires the City to perform the following:

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

Customer Support

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

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

BIKEHUB is not responsible for the following:

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

Annual Licensing and Support

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

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

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

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

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

Annual Operations and Marketing Plan

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

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

EXHIBIT "B"
SCHEDULE OF SERVICES

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

**EXHIBIT "C"
COMPENSATION**

Capital Costs by Type

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

Structure

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

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

Other Charges

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

Customer Support (Annual Charges)

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

Capital Costs and Payment Schedule by Phase

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

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

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



CITY OF COVINA
AGENDA ITEM COMMENTARY

MEETING DATE September 15, 2015

ITEM NO. CC 11

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

ITEM TITLE **Authorize City Manager to Execute Second Amendment to Contract for Traffic Signal Maintenance with Computer Service Company for Fiscal Year 2015-2016**

STAFF RECOMMENDATION

Authorize the City Manager to execute the attached Second Amendment to the contract for Traffic Signal Maintenance with Computer Service Company to extend the term of the agreement for a ten-month period from September 15, 2015 through June 30, 2016 and modify the rates in the compensation schedule for fiscal year 2015-2016 to reflect an increase by the Consumer Price Index (CPI), all Urban Consumers, for the Los Angeles-Long Beach-Anaheim Metropolitan Area, for the 12-month period preceding the date of the proposed Second Amendment.

FISCAL IMPACT

The total General Fund impact of the ten-month contract extension is \$200,000. The approved fiscal year 2015-16 Department of Public Works budget (account no. 1010-2350-52418) contains sufficient funding for the contract extension.

BACKGROUND

On July 6, 2010 and following the completion of a formal bid process, the City Council approved a three-year contract for Traffic Signal Maintenance with Computer Service Company through August 30, 2013. On September 3, 2013, and pursuant to the initial contract terms, which allow the City to extend the contract to a maximum of 24-months per extension and not to exceed two extensions, the City Council approved a contract amendment that extended the contract for a 24-month period expiring on September 1, 2015.

Computer Service Company provides specialized maintenance and repair services for the City's traffic signals, pedestrian signals, and street lighting in the public right-of-way and on City property. The proper maintenance and repair of traffic signals within the City are essential to the safety of the community.

Based on the satisfactory performance of Computer Service Company to date, the Department of Public Works recommends that the City Council authorize the City Manager to execute the proposed Second Amendment to the contract for Traffic Signal Maintenance to extend the contract term for the period of September 15, 2015 through June 30, 2016 and modify the

compensation rates to reflect a CPI adjustment. The proposed contract extension is permissible pursuant to the initial contract terms and conditions.

Granting authorization to the City Manager to enter into the proposed Second Amendment will allow the Department of Public Works to competitively bid traffic signal maintenance services as required by the Covina Municipal Code, while ensuring that the City continues to receive quality service from an existing provider that is experienced in responding to and maintaining the City's traffic signals and lighting. The Department of Public Works has determined that ten months is an appropriate timeframe to draft specifications, competitively bid the services, and award a new contract.

EXHIBITS

A. Second Amendment to Traffic Signal Maintenance Agreement with Computer Service Company for Fiscal Year 2015-2016.

Respectfully submitted



Siobhan Foster/Director of Public Works
Department of Public Works

**SECOND AMENDMENT TO
CONTRACT FOR
TRAFFIC SIGNAL MAINTENANCE
IN THE CITY OF COVINA**

This Second Amendment to the July 12, 2010 Contract for Traffic Signal Maintenance in the City of Covina (“Contract”) between the City of Covina, a California municipal corporation (“City”) and Computer Service Company, a California corporation (“Contractor”), is dated and effective September 15, 2015, and is between City and Contractor.

RECITALS

A. City and Contractor entered into the Contract for Contractor’s performance of traffic signal maintenance on City-owned and operated traffic signal systems.

B. The parties amended the Contract on September 3, 2013, to extend the term of the Contract for twenty-four (24) months to September 1, 2015 (“First Amendment”).

C. Article VIII of the Contract provides that City and Contractor may extend the Contract, by written amendment to the Contract, up to a maximum of twenty-four (24) months per extension, not to exceed two (2) extensions. Each extension may include a compensation increase, determined by City, not to exceed the Consumer Price Index (“CPI”), all Urban Consumers, for the Los Angeles-Long Beach-Anaheim Metropolitan Area, for the twelve (12) month period preceding the amendment.

D. The parties desire to further amend the Contract in accordance with Article VIII to: (1) extend the term of the Contract for ten (10) months to June 30, 2016 and (2) modify the compensation amount by increasing Contractor’s rates not to exceed the CPI, all Urban Consumers, for the Los Angeles-Long Beach-Anaheim Metropolitan Area, for the twelve (12) month period preceding the date of this Second Amendment.

The parties therefore agree as follows:

Section 1. The second sentence in Paragraph A of Article III (“Payment”) is hereby amended to read as follows:

“The City agrees to pay the Contractor in accordance with the following schedule:

- | | |
|--|--------------------------|
| 1. Full Inspection Maintenance of Traffic Signal | \$ 70.00 EACH PER MONTH |
| 2. Flashing Beacon Maintenance | \$ 16.00 EACH PER MONTH” |

Section 2. Paragraph C of Article VII (“Suspension/Termination”) of the Contract is hereby amended to read as follows:

“C. The effective termination of this Contract, unless otherwise determined by the City, shall be 11:59 p.m. on June 30, 2016.”

Section 3. The rate schedule, entitled “City of Covina; Price Schedule,” attached to the Contract and incorporated into the Contract by reference, is hereby amended to read as follows:

**“CITY OF COVINA
Price Schedule**

I. EXTRA ORDINARY/RESPONSE MAINTENANCE:

<u>Labor</u>	<u>Reg. Time</u>	<u>Overtime</u>	<u>Doubletime</u>
Transportation Systems Technician	\$ 80.00	\$ 120.00	\$ 160.00
Bench Technician	\$ 93.00	\$ 139.50	\$ 186.00

<u>Equipment:</u>	<u>Hourly Rate</u>
Service Truck	\$ 18.00
Bucket Truck	\$ 32.00
Air Compressor	\$ 15.00
Arrow Board	\$ 10.00
Crane and Operator (4 hour minimum)	\$275.00

<u>Special Lump Sum Items:</u>	<u>Unit Cost</u>
Complete testing of traffic signal controller cabinet, including all internal equipment and written certification	Standard \$1,100.00
Replace a standard 6x6 detector loops, including saw cut, lead-in using hot melt and cable splicing in pull box	Five or less \$450.00
	Six or more \$420.00”

Section 4. Except as expressly modified or supplemented by this Second Amendment, all of the provisions of the Contract, as amended by the First Amendment, shall remain unaltered and in full force and effect. In the event of a conflict between the provisions of this Second Amendment and the provisions of the Contract or the First Amendment, the provisions of the Second Amendment shall control.

[SIGNATURE PAGE FOLLOWS]

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

City:
City of Covina,
a California municipal corporation

Contractor:
Computer Service Company,
a California corporation

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

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

Attest:

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

By: _____
Name: Evelyn Leach
Title: Interim Chief Deputy City Clerk

Approved as to Form:

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

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

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CITY OF COVINA
AGENDA ITEM COMMENTARY

MEETING DATE September 15, 2015

ITEM NO. CC 12

STAFF SOURCE John Michicoff, Interim Finance Director
Tanya Nguyen, Account Clerk

A handwritten signature in black ink, appearing to be "JMM", is written to the right of the staff source information.

ITEM TITLE Approval of request by ArtSourced-Pros for exemption from the City's business license tax. The organization is located at 973 E. Badillo Street, Suite B, Covina.

STAFF RECOMMENDATION

Approve ArtSourced-Pros business license tax exemption.

FISCAL IMPACT

Forfeit business license tax of \$52 (account: 1010-0000-40500).

BACKGROUND

Nonprofit organizations are exempt from paying the City's business license tax if the organization submits an application for the exemption and they provide proof of their nonprofit status (Covina Municipal Code Sections 5.04.100 through 5.04.140). Upon presentation of the required information, the City Council shall direct the City's Finance Director to issue the business license to the nonprofit organization without charging the normal tax (CMC 5.04.130).

ArtSourced-Pros is organized under the Nonprofit Public Benefit Corporation Law for public and charitable purposes. The purpose of this organization is to provide visual and performing arts experiences as part of the core curriculum in the public/community schools focusing on At Risk Youth, to host art events at festival sites throughout Southern California, and to provide after school visual and performing arts programming.

ArtSourced-Pros is seeking exemption from the City's business license tax in order to conduct the charitable business of the organization. The organization has met all of the requirements for exemption of the business license tax contained in Sections 5.04.100 through 5.04.140.

The request for exemption is evidenced by the corporation's submission of the Fee Exempt Business License Application on file with the City's Finance Department. In addition, the corporation has provided the relevant Internal Revenue Tax Exempt Ruling, the corporation's bylaws and the corporation's article of incorporation, each of which is on file with the City's Finance Department.

Respectfully submitted

John Michicoff, Interim Finance Director
Finance Department



CITY OF COVINA
AGENDA ITEM COMMENTARY

MEETING DATE September 15, 2015

ITEM NO. PH 1

STAFF SOURCE Brian K. Lee, AICP, Community Development Director

ITEM TITLE Application to add Section 14.04.210 to Chapter 14.04 (Building Code) of the City of Covina Municipal Code to provide an expedited, streamlined permitting process for small residential rooftop solar energy systems.

STAFF RECOMMENDATION

- 1.) Open the public hearing and receive public testimony;
- 2.) Close the public hearing; and

Introduce and waive further reading of **Ordinance No. 15-2041** (included herein as Exhibit 1), adding Section 14.04.210 to Chapter 14.04 (Building Code) of the City of Covina Municipal Code (“CMC”) to provide an expedited, streamlined permitting process for small residential rooftop solar energy systems.

FISCAL IMPACT

The recommended actions will result in no financial impact to the City’s General Fund. The cost to administer this process is captured through Building Department Permit Fees.

BACKGROUND

As amended by AB 2188 (included herein as Exhibit 2), Section 65850.5 of the California Government Code requires that, on or before September 30, 2015, every city must adopt an ordinance that creates a permitting process for small residential rooftop solar energy systems. In addition, California Government Code Section 65850.5 states that the permitting process must substantially conform to the recommendations, including a checklist and standard plan, contained in the current version of the California Solar Permitting Guidebook adopted by the Governor’s Office of Planning and Research. Said Guidebook affirms that it is the policy of the State to promote and encourage the installation and use of solar energy systems by limiting obstacles to their use and by minimizing the permitting costs of such systems.

ENVIRONMENTAL DETERMINATION

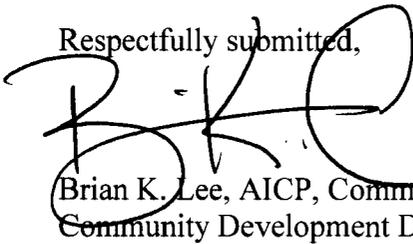
This Ordinance is not a project within the meaning of Section 15378 of the State California Environmental Quality Act (“CEQA”) Guidelines, because it has no potential for resulting in physical change in the environment, directly or indirectly. Therefore, this Ordinance is exempt from the California Environmental Quality Act (“CEQA”) pursuant to Public Resources Code Section 21080.35 because it provides for the installation of solar energy systems on the roofs of

existing buildings. Additionally, this Ordinance is exempt from environmental review per CEQA Guidelines under the General Rule (Section 15061(b)(3)) because this Ordinance involves updates and revisions to existing administrative building permit regulations consistent with California law, specifically Government Code section 65850.5 and Civil Code section 714. It can be seen with certainty that the proposed Municipal Code text amendments will have no significant negative effect on the environment. Additionally, the adoption of this ordinance is categorically exempt from further environmental review as a regulatory action taken to protect natural resources and the environment in support of state and local climate action goals pursuant to CEQA Guidelines, 14 California Code of Regulations, Sections 15307 and 15308.

EXHIBITS

1. Ordinance No. 15-2041.
2. AB 2188

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, Community Development Director
Community Development Department

ORDINANCE NO. 15-2041

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA ADDING SECTION 14.04.210 TO CHAPTER 14.04 (BUILDING CODE) OF TITLE 14 (BUILDINGS AND CONSTRUCTION) OF THE COVINA MUNICIPAL CODE TO PROVIDE AN EXPEDITED, STREAMLINED PERMITTING PROCESS FOR SMALL RESIDENTIAL ROOFTOP SOLAR SYSTEMS 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 and Intent.

A. The City Council of the City of Covina seeks to implement Assembly Bill 2188 (Chapter 521, Statutes 2014) through the creation of an expedited, streamlined permitting process for small residential rooftop solar energy systems.

B. The City Council seeks to further the conservation goals of the City and support the climate action policies set by the State.

C. It is in the interest of the health, welfare and safety of the people of Covina to provide an expedited permitting process for the deployment of solar technology.

Section 2. CEQA. The City Council hereby finds, in the exercise of its independent judgment and analysis, that this Ordinance is exempt from the California Environmental Quality Act (“CEQA”) pursuant to Public Resources Code Section 21080.35 because it provides for the installation of solar energy systems on the roofs of existing buildings. Additionally, this Ordinance is exempt from environmental review per CEQA Guidelines under the General Rule (Section 15061(b)(3)) because this Ordinance involves updates and revisions to existing administrative building permit regulations consistent with California law, specifically Government Code section 65850.5 and Civil Code section 714. It can be seen with certainty that the proposed Municipal Code text amendments will have no significant negative effect on the environment. Additionally, the adoption of this ordinance is categorically exempt from further environmental review as a regulatory action taken to protect natural resources and the environment in support of state and local climate action goals pursuant to CEQA Guidelines, 14 California Code of Regulations, Sections 15307 and 15308.

Section 3. Code Amendment. Section 14.04.210 is added to Chapter 14.04 (Building Code) of Title 14 (Buildings and Construction) of the Covina Municipal Code to read as follows:

“14.04.210 Expedited Review of Small Residential Rooftop Solar Energy System Permits.

A. Definitions.

1. “Electronic submittal” shall have the same meaning as provided in the Solar Rights Act, Government Code Section 65850.5(j)(2), as the same may be amended from time to time.

2. “Small residential rooftop solar energy system” shall have the same meaning as provided in the Solar Rights Act, Government Code § 65850.5(j)(3), as the same may be amended from time to time.

B. Small Residential Rooftop Solar Energy System Standard Plan and Permit Application Checklist.

1. The City shall adopt standard plan(s) and checklist(s) of all requirements with which small residential rooftop solar energy systems shall comply to be eligible for expedited review. The small residential rooftop solar system standard plan(s) and checklist(s) shall substantially conform to recommendations for expedited permitting, including the checklists and standard plans contained in the most current version of the *California Solar Permitting Guidebook* adopted by the Governor’s Office of Planning and Research.

2. All documents required for the submission of a small residential rooftop solar energy system permit application, the standard plan(s), and checklist(s) shall be made available on the publicly accessible City Website.

3. Electronic permit applications shall be submitted through the method of electronic submittal specified by the Building Official and shall be available to all small residential rooftop solar energy system permit applicants. An applicant’s electronic signature shall be accepted on all forms, applications, and other documents in lieu of a wet signature.

C. Permit Application Review

1. An application that satisfies the information requirements in the checklist(s) and standard plan(s) shall be deemed complete.

2. If an application is deemed incomplete, a written correction notice detailing all deficiencies in the application and any additional information or documentation required to be eligible for expedited permit issuance shall be sent to the applicant for resubmission.

3. The Building Official shall issue a building permit for any complete application that meets the requirements of the approved checklist(s) and standard plan(s) as follows: within three business days for any application, or as soon thereafter as may be practicable. Review of the application shall be limited to the Building Official’s review of whether the application meets local, state, and federal health and safety requirements.

4. Any condition imposed on an application shall be designed to mitigate the specific, adverse impact upon health and safety at the lowest possible cost.

D. Inspection Requirements

1. Inspection requests may be submitted by electronic submittal, as required by the Building Official.

2. Only one inspection shall be required and performed by the Building Official for small residential rooftop solar energy systems eligible for expedited review.

3. The inspection shall be done in a timely manner. The Building Official shall use its best efforts to schedule an inspection within two [2] business days of a request and provide a two- [2] hour inspection window.

4. If a small residential rooftop solar energy system fails inspection, a subsequent inspection is authorized but need not conform to the requirements of this Section.

E. Fees. Fees for permits and inspections associated with this Chapter may be established by resolution of the City Council.”

Section 4. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance or its application to any person or circumstance, is for any reason held to be invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this ordinance, or its application to any other person or circumstance. The City Council declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause, phrase hereof, irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

Section 5. Certification and Publication. 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.

PASSED AND APPROVED on this 15th day of September 2015.

John C. King, Mayor

ATTEST:

Evelyn Leach, Interim City Clerk

APPROVED AS TO FORM:

Candice Lee, City Attorney

I, Evelyn Leach, Interim Chief Deputy City Clerk of the City of Covina, California, do hereby certify that Ordinance No.15-2041 was introduced at a Regular meeting held on the 15th of September 2015 and adopted by the City Council at a REGULAR meeting of said City Council on the 6th day of October 2015, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Covina, California, this 15th day of September 2015.

Evelyn Leach
Interim Deputy City Clerk



California
LEGISLATIVE INFORMATION

AB-2188 Solar energy: permits. (2013-2014)

Assembly Bill No. 2188

CHAPTER 521

An act to amend Section 714 of the Civil Code, and to amend Section 65850.5 of the Government Code, relating to solar energy.

[Approved by Governor September 21, 2014. Filed with Secretary of State September 21, 2014.]

LEGISLATIVE COUNSEL'S DIGEST

AB 2188, Muratsuchi. Solar energy: permits.

(1) Existing law provides that it is the policy of the state to promote and encourage the use of solar energy systems, as defined, and to limit obstacles to their use. Existing law states that the implementation of consistent statewide standards to achieve timely and cost-effective installation of solar energy systems is not a municipal affair, but is instead a matter of statewide concern. Existing law requires a city or county to administratively approve applications to install solar energy systems through the issuance of a building permit or similar nondiscretionary permit. Existing law requires a solar energy system for heating water to be certified by the Solar Rating Certification Corporation or another nationally recognized certification agency.

This bill would specify that these provisions address a statewide concern. The bill would additionally require a city, county, or city and county to adopt, on or before September 30, 2015, in consultation with specified public entities an ordinance that creates an expedited, streamlined permitting process for small residential rooftop solar energy systems, as specified. The bill would additionally require a city, county, or city and county to inspect a small residential rooftop solar energy system eligible for expedited review in a timely manner, as specified. The bill would prohibit a city, county, or city and county from conditioning the approval of any solar energy system permit on approval of that system by an association that manages a common interest development. The bill would require a solar energy system for heating water in single family residences and solar collectors for heating water in commercial or swimming pool applications to be certified by an accredited listing agency, as defined.

Because the bill would impose new duties upon local governments and local agencies, it would impose a state-mandated local program.

(2) Existing law prohibits any covenant, restriction, or condition contained in any deed, contract, security instrument, or other instrument affecting the transfer or sale of, or any interest in, real property, and any provision of a governing document from effectively prohibiting or restricting the installation or use of a solar energy system. Existing law exempts from that prohibition provisions that impose reasonable restrictions on a solar energy system that do not significantly increase the cost of the system or significantly decrease its efficiency or specified performance. Existing law defines the term "significantly," for these purposes, with regard to solar domestic water heating systems or solar swimming pool heating systems that comply with state and federal law, to mean an amount exceeding 20% of the cost of the system or decreasing the efficiency of the solar energy system by an amount exceeding 20%, and with regard to photovoltaic systems that comply with state and federal law, an amount not to exceed \$2,000 over the system cost or a decrease in system efficiency of an amount exceeding 20%, as specified. Existing law requires a solar energy system for heating water

Exhibit 2 (5 pages)

subject to the provisions described above to be certified by the Solar Rating Certification Corporation or another nationally recognized certification agency.

This bill would instead define the term "significantly," for these purposes, with regard to solar domestic water heating systems or solar swimming pool heating systems that comply with state and federal law, to mean an amount exceeding 10% of the cost of the system, not to exceed \$1,000, or decreasing the efficiency of the solar energy system by an amount exceeding 10%, and with regard to photovoltaic systems that comply with state and federal law, an amount not to exceed \$1,000 over the system cost or a decrease in system efficiency of an amount exceeding 10%, as specified. The bill would require a solar energy system for heating water in single family residences and solar collectors for heating water in commercial or swimming pool applications subject to the provisions described above to be certified by an accredited listing agency, as defined.

(3) Existing law requires an application for approval for the installation or use of a solar energy system to be processed and approved by the appropriate approving entity in the same manner as an application for approval of an architectural modification to the property and prohibits the approver from willfully avoiding or delaying approval. Existing law requires the approving entity to notify the applicant in writing within 60 days of receipt of the application if the application is denied, as specified.

The bill would instead require the approving entity to notify the applicant in writing within 45 days of receipt of the application if the application is denied, as specified.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

Vote: majority Appropriation: no Fiscal Committee: yes Local Program: yes

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. The Legislature finds and declares all of the following:

(a) In recent years, the state has both encouraged the development of innovative distributed generation technology and prioritized the widespread adoption of solar power as a renewable energy resource through programs such as the California Solar Initiative.

(b) Rooftop solar energy is a leading renewable energy technology that will help this state reach its energy and environmental goals.

(c) To reach the state's Million Solar Roofs goal, hundreds of thousands of additional rooftop solar energy systems will need to be deployed in the coming years.

(d) Various studies, including one by the Lawrence Berkeley National Laboratory, show that, despite the 1978 California Solar Rights Act, declaring that the "implementation of consistent statewide standards to achieve the timely and cost-effective installation of solar energy systems is not a municipal affair ... but is instead a matter of statewide concern," the permitting process governing the installation of rooftop solar energy systems varies widely across jurisdictions and, contrary to the intent of the law, is both an "obstacle" to the state's clean energy and greenhouse reduction goals and a "burdensome cost" to homeowners, businesses, schools, and public agencies.

(e) The United States Department of Energy, through its SunShot Initiative, has distributed millions of dollars in grants to local and state governments, including California jurisdictions, and nonprofit organizations to reduce the costs of distributed solar through streamlined and standardized permitting.

(f) A modernized and standardized permitting process for installations of small-scale solar distributed generation technology on residential rooftops will increase the deployment of solar distributed generation, help to expand access to lower income households, provide solar customers greater installation ease, improve the state's ability to reach its clean energy goals, and generate much needed jobs in the state, all while maintaining safety standards.

SEC. 2. Section 714 of the Civil Code is amended to read:

714. (a) Any covenant, restriction, or condition contained in any deed, contract, security instrument, or other instrument affecting the transfer or sale of, or any interest in, real property, and any provision of a governing

document, as defined in Section 4150 or 6552, that effectively prohibits or restricts the installation or use of a solar energy system is void and unenforceable.

(b) This section does not apply to provisions that impose reasonable restrictions on solar energy systems. However, it is the policy of the state to promote and encourage the use of solar energy systems and to remove obstacles thereto. Accordingly, reasonable restrictions on a solar energy system are those restrictions that do not significantly increase the cost of the system or significantly decrease its efficiency or specified performance, or that allow for an alternative system of comparable cost, efficiency, and energy conservation benefits.

(c) (1) A solar energy system shall meet applicable health and safety standards and requirements imposed by state and local permitting authorities, consistent with Section 65850.5 of the Government Code.

(2) Solar energy systems used for heating water in single family residences and solar collectors used for heating water in commercial or swimming pool applications shall be certified by an accredited listing agency as defined in the Plumbing and Mechanical Codes.

(3) A solar energy system for producing electricity shall also meet all applicable safety and performance standards established by the California Electrical Code, the Institute of Electrical and Electronics Engineers, and accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the Public Utilities Commission regarding safety and reliability.

(d) For the purposes of this section:

(1) (A) For solar domestic water heating systems or solar swimming pool heating systems that comply with state and federal law, "significantly" means an amount exceeding 10 percent of the cost of the system, but in no case more than one thousand dollars (\$1,000), or decreasing the efficiency of the solar energy system by an amount exceeding 10 percent, as originally specified and proposed.

(B) For photovoltaic systems that comply with state and federal law, "significantly" means an amount not to exceed one thousand dollars (\$1,000) over the system cost as originally specified and proposed, or a decrease in system efficiency of an amount exceeding 10 percent as originally specified and proposed.

(2) "Solar energy system" has the same meaning as defined in paragraphs (1) and (2) of subdivision (a) of Section 801.5.

(e) (1) Whenever approval is required for the installation or use of a solar energy system, the application for approval shall be processed and approved by the appropriate approving entity in the same manner as an application for approval of an architectural modification to the property, and shall not be willfully avoided or delayed.

(2) For an approving entity that is an association, as defined in Section 4080 or 6528, and that is not a public entity, both of the following shall apply:

(A) The approval or denial of an application shall be in writing.

(B) If an application is not denied in writing within 45 days from the date of receipt of the application, the application shall be deemed approved, unless that delay is the result of a reasonable request for additional information.

(f) Any entity, other than a public entity, that willfully violates this section shall be liable to the applicant or other party for actual damages occasioned thereby, and shall pay a civil penalty to the applicant or other party in an amount not to exceed one thousand dollars (\$1,000).

(g) In any action to enforce compliance with this section, the prevailing party shall be awarded reasonable attorney's fees.

(h) (1) A public entity that fails to comply with this section may not receive funds from a state-sponsored grant or loan program for solar energy. A public entity shall certify its compliance with the requirements of this section when applying for funds from a state-sponsored grant or loan program.

(2) A local public entity may not exempt residents in its jurisdiction from the requirements of this section.

SEC. 3. Section 65850.5 of the Government Code is amended to read:

65850.5. (a) The implementation of consistent statewide standards to achieve the timely and cost-effective installation of solar energy systems is not a municipal affair, as that term is used in Section 5 of Article XI of the

California Constitution, but is instead a matter of statewide concern. It is the intent of the Legislature that local agencies not adopt ordinances that create unreasonable barriers to the installation of solar energy systems, including, but not limited to, design review for aesthetic purposes, and not unreasonably restrict the ability of homeowners and agricultural and business concerns to install solar energy systems. It is the policy of the state to promote and encourage the use of solar energy systems and to limit obstacles to their use. It is the intent of the Legislature that local agencies comply not only with the language of this section, but also the legislative intent to encourage the installation of solar energy systems by removing obstacles to, and minimizing costs of, permitting for such systems.

(b) A city or county shall administratively approve applications to install solar energy systems through the issuance of a building permit or similar nondiscretionary permit. Review of the application to install a solar energy system shall be limited to the building official's review of whether it meets all health and safety requirements of local, state, and federal law. The requirements of local law shall be limited to those standards and regulations necessary to ensure that the solar energy system will not have a specific, adverse impact upon the public health or safety. However, if the building official of the city or county makes a finding, based on substantial evidence, that the solar energy system could have a specific, adverse impact upon the public health and safety, the city or county may require the applicant to apply for a use permit.

(c) A city, county, or city and county may not deny an application for a use permit to install a solar energy system unless it makes written findings based upon substantial evidence in the record that the proposed installation would have a specific, adverse impact upon the public health or safety, and there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact. The findings shall include the basis for the rejection of potential feasible alternatives of preventing the adverse impact.

(d) The decision of the building official pursuant to subdivisions (b) and (c) may be appealed to the planning commission of the city, county, or city and county.

(e) Any conditions imposed on an application to install a solar energy system shall be designed to mitigate the specific, adverse impact upon the public health and safety at the lowest cost possible.

(f) (1) A solar energy system shall meet applicable health and safety standards and requirements imposed by state and local permitting authorities.

(2) Solar energy systems for heating water in single family residences and solar collectors used for heating water in commercial or swimming pool applications shall be certified by an accredited listing agency as defined in the California Plumbing and Mechanical Codes.

(3) A solar energy system for producing electricity shall meet all applicable safety and performance standards established by the California Electrical Code, the Institute of Electrical and Electronics Engineers, and accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the Public Utilities Commission regarding safety and reliability.

(g) (1) On or before September 30, 2015, every city, county, or city and county, in consultation with the local fire department or district and the utility director, if the city, county, or city and county operates a utility, shall adopt an ordinance, consistent with the goals and intent of subdivision (a), that creates an expedited, streamlined permitting process for small residential rooftop solar energy systems. In developing an expedited permitting process, the city, county, or city and county shall adopt a checklist of all requirements with which small rooftop solar energy systems shall comply to be eligible for expedited review. An application that satisfies the information requirements in the checklist, as determined by the city, county, and city and county, shall be deemed complete. Upon confirmation by the city, county, or city and county of the application and supporting documents being complete and meeting the requirements of the checklist, and consistent with the ordinance, a city, county, or city and county shall, consistent with subdivision (b), approve the application and issue all required permits or authorizations. Upon receipt of an incomplete application, a city, county, or city and county shall issue a written correction notice detailing all deficiencies in the application and any additional information required to be eligible for expedited permit issuance.

(2) The checklist and required permitting documentation shall be published on a publically accessible Internet Web site, if the city, county, or city and county has an Internet Web site, and the city, county, or city and county shall allow for electronic submittal of a permit application and associated documentation, and shall authorize the electronic signature on all forms, applications, and other documentation in lieu of a wet signature by an applicant. In developing the ordinance, the city, county, or city and county shall substantially conform its expedited, streamlined permitting process with the recommendations for expedited permitting, including the checklists and standard plans contained in the most current version of the California Solar Permitting Guidebook

and adopted by the Governor's Office of Planning and Research. A city, county, or city and county may adopt an ordinance that modifies the checklists and standards found in the guidebook due to unique climactic, geological, seismological, or topographical conditions. If a city, county, or city and county determines that it is unable to authorize the acceptance of an electronic signature on all forms, applications, and other documents in lieu of a wet signature by an applicant, the city, county, or city and county shall state, in the ordinance required under this subdivision, the reasons for its inability to accept electronic signatures and acceptance of an electronic signature shall not be required.

(h) For a small residential rooftop solar energy system eligible for expedited review, only one inspection shall be required, which shall be done in a timely manner and may include a consolidated inspection, except that a separate fire safety inspection may be performed in a city, county, or city and county that does not have an agreement with a local fire authority to conduct a fire safety inspection on behalf of the fire authority. If a small residential rooftop solar energy system fails inspection, a subsequent inspection is authorized, however the subsequent inspection need not conform to the requirements of this subdivision.

(i) A city, county, or city and county shall not condition approval for any solar energy system permit on the approval of a solar energy system by an association, as that term is defined in Section 4080 of the Civil Code.

(j) The following definitions apply to this section:

(1) "A feasible method to satisfactorily mitigate or avoid the specific, adverse impact" includes, but is not limited to, any cost-effective method, condition, or mitigation imposed by a city, county, or city and county on another similarly situated application in a prior successful application for a permit. A city, county, or city and county shall use its best efforts to ensure that the selected method, condition, or mitigation meets the conditions of subparagraphs (A) and (B) of paragraph (1) of subdivision (d) of Section 714 of the Civil Code.

(2) "Electronic submittal" means the utilization of one or more of the following:

(A) Email.

(B) The Internet.

(C) Facsimile.

(3) "Small residential rooftop solar energy system" means all of the following:

(A) A solar energy system that is no larger than 10 kilowatts alternating current nameplate rating or 30 kilowatts thermal.

(B) A solar energy system that conforms to all applicable state fire, structural, electrical, and other building codes as adopted or amended by the city, county, or city and county and paragraph (3) of subdivision (c) of Section 714 of the Civil Code.

(C) A solar energy system that is installed on a single or duplex family dwelling.

(D) A solar panel or module array that does not exceed the maximum legal building height as defined by the authority having jurisdiction.

(4) "Solar energy system" has the same meaning set forth in paragraphs (1) and (2) of subdivision (a) of Section 801.5 of the Civil Code.

(5) "Specific, adverse impact" means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified, and written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete.

SEC. 4. No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution because a local agency or school district has the authority to levy service charges, fees, or assessments sufficient to pay for the program or level of service mandated by this act, within the meaning of Section 17556 of the Government Code.

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CITY OF COVINA
AGENDA ITEM COMMENTARY

MEETING DATE September 15, 2015

ITEM NO. CB 1

STAFF SOURCE Siobhan Foster, Director of Public Works

ITEM TITLE **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 – Second Reading and Adoption**

STAFF RECOMMENDATION

Conduct second reading of and adopt **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.

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

On September 1, 2015, by a 4-0 vote, the City Council introduced **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. This action is based on the need to resolve the inconsistency between the prohibition on filling swimming pools and spas and the continuing issuance of pool permits by the City and the fact that the construction of pools may reduce water consumption when compared to other landscaping alternatives, and the practice of not allowing the filling of pools and spas may create unintended health and safety concerns.

For these reasons, which are explained in detail in the attached September 1, 2015 Agenda Item Commentary, the Departments of Public Works and Community Development recommend that the City Council conduct the second reading of and adopt **Ordinance No. 15-2039**.

EXHIBITS

- A. September 1, 2015 Agenda Item Commentary, Item No. NB1 (without attachments)
- B. Ordinance No. 15-2039

Respectfully submitted

A handwritten signature in black ink, appearing to read 'Siobhan Foster', written in a cursive style.

Siobhan Foster/Director of Public Works
Public Works Department



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

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% stateside 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

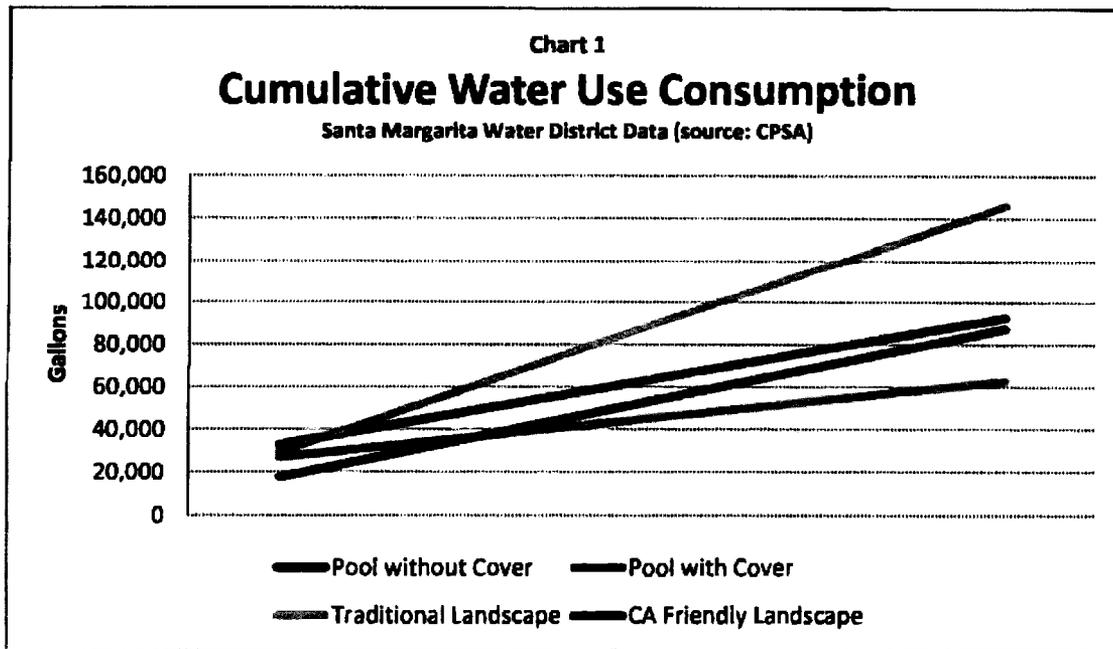
pool without a cover consumes less water (92,712 gal/5 yrs.) than traditional landscaping (145,899 gal/5 yrs.) The pool with a cover consumes less water (62,808 gal/5 yrs.) than California-friendly landscaping (87,539 gal/5 yrs.)

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

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CITY OF COVINA
AGENDA ITEM COMMENTARY

MEETING DATE September 15, 2015

ITEM NO. CB2

STAFF SOURCE Brian K. Lee, AICP, Director of Community Development
Paula Kelly, Contract Planner

ITEM TITLE City Council to consider second reading and adoption of an Ordinance amending the definition of a medical marijuana dispensary, Section 17.04.414.5 of Chapter 17.04 of the Covina Municipal Code.

STAFF RECOMMENDATION

Conduct second reading of and adopt **Ordinance No. 15-2042**, amending Section 17.04.414.5 of Chapter 17.04 and amending the definition of a medical marijuana dispensary.

FISCAL IMPACT

There is no direct fiscal impact from the proposed adoption of Ordinance No. 15-2042.

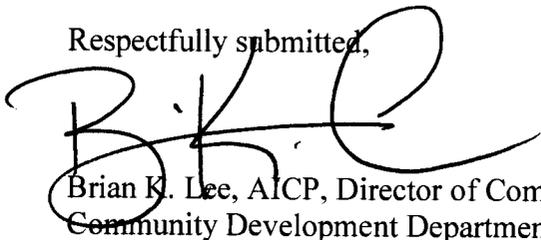
BACKGROUND

On September 1, 2015, the City Council conducted a public hearing and made certain findings of fact, and then by a 4-0 vote, the Council introduced Ordinance No. 15-2042 for first reading. Ordinance No. 15-2042 would amend Chapter 17.04 of the Covina Municipal Code and amend the definition of a medical marijuana dispensary.

EXHIBITS

1. September 1, 2015 Agenda Item Commentary, Item PH1 (without attachments).
2. Ordinance No. 15-2042.

Respectfully submitted,



Brian K. Lee, AICP, Director of Community Development
Community Development Department



CITY OF COVINA
AGENDA ITEM COMMENTARY

MEETING DATE September 1, 2015

ITEM NO. PH 1

STAFF SOURCE Brian K. Lee, AICP, Community Development Director;
Paula Kelly, Contract Planner

ITEM TITLE 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.) 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.

FISCAL IMPACT

There is no impact to the General Fund. The intent of ZCA 15-001 is to clarify that the cultivation of medical marijuana is expressly prohibited in the City of Covina.

BACKGROUND

In 2013, 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 of Title 17 of the Covina Municipal Code to Expressing 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. Ordinance No. 13-2025 is included herein as Exhibit 1.

City staff recently received requests to allow the cultivation of marijuana within the City of Covina for distribution to medical marijuana dispensaries outside of the City of Covina. The current Municipal Code does not expressly include cultivation of marijuana as a prohibited use, although 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. Nevertheless, the City Attorney has advised that the Municipal Code be revised to clarify and amend the definition of the term "medical marijuana dispensary", as described in the attached Ordinance No. 15-2042 included herein as Exhibit 2.

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).

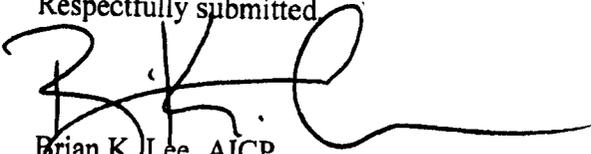
ENVIRONMENTAL DETERMINATION

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

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Brian K. Lee, AICP
Director of Community Development

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



CITY OF COVINA
AGENDA ITEM COMMENTARY

MEETING DATE **September 15, 2015**

ITEM NO. NB 1

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

ITEM TITLE **Uniform Public Construction Cost Accounting Act – Adoption of Resolution No. 15-7391 Electing to Become Subject to the Uniform Public Construction Cost Accounting Act and Introduction of Ordinance No. 15-2043 Amending Title 2 (Administration and Personnel) of Covina Municipal Code by Adding Chapter 2.54 (Public Projects) to Provide Bidding Procedures for Public Projects Under the Uniform Public Construction Cost Accounting Act**

STAFF RECOMMENDATION

- 1) Adoption of **Resolution No. 15-7391** electing to become subject to the Uniform Public Construction Cost Accounting Act (“UPCCAA”);
- 2) Waive full reading, read by title only, and introduce for first reading **Ordinance No. 15-2043**; and
- 3) Authorize the Department of Public Works to schedule the second reading of the ordinance at the next City Council meeting on October 6, 2015.

FISCAL IMPACT

There is no direct fiscal impact from the proposed adoption of Resolution No. 15-7391 and first reading of Ordinance No. 15-2043, which would subject the City of Covina to the UPCCAA and amend Title 2 (Administration and Personnel) of the Covina Municipal Code by adding Chapter 2.54 (Public Projects) to provide bidding procedures for public projects under the UPCCAA. Use of the UPCCAA is expected to make the bidding of public projects valued at low amounts more efficient and less costly, thereby freeing up staff and contract city engineering services to focus on project delivery.

BACKGROUND

California law requires general law cities to competitively bid public works contracts for all public projects over \$5,000. (Cal. Public Contract Code § 20162.) The general bidding procedures for local agencies are found in the California Public Contract Code, commencing with Section 20160. The Public Contract Code defines a public project to include: a project for the erection, improvement, painting, or repair of public buildings and works; work in or about streams, bays, waterfronts, embankments, or other work for protection against overflow; street or sewer work except maintenance or repair; and furnishing supplies or materials for any such project, including maintenance or repair of streets or sewers. (Public Contract Code § 20161.)

The general bidding procedures require the City to let any public project in excess of \$5,000 to the lowest responsible bidder after complying with the formal noticing procedures prescribed by statute. These procedures are both time-consuming and costly.

In 1983, the California Legislature adopted Assembly Bill 1666, which added Chapter 2, commencing with Section 22000, to Part 3 of Division 2 of the Public Contract Code. These provisions, more commonly known as the Uniform Public Construction Cost Accounting Act (UPCCAA), provide for a uniform cost accounting standard for construction work performed or contracted by local agencies and further provide for an alternative method for bidding public projects. (Public Contract Code § 22001.) The UPCCAA introduces certain less formal procedures for contracts of \$175,000 or less. These less formal procedures provide local agencies with more flexibility in letting small public projects.

The UPCCAA defines “public project” to include: construction, reconstruction, erection, alteration, renovation, improvement, demolition, and repair work involving any publicly owned, leased, or operated facility; painting or repainting of any publicly owned, leased, or operated facility; or in the case of a publicly owned utility system, only the construction, erection, improvement, or repair of dams, reservoirs, powerplants, and electrical transmission lines of 230,000 volts and higher. (Public Contract Code § 22002(c).) Under the UPCCAA, “public project” does not include: routine, recurring, and usual work for the preservation or protection of any publicly owned or publicly operated facility for its intended purpose; minor repainting; resurfacing of streets and highways at less than one inch; landscape maintenance; or work performed to keep, operated, and maintain publicly owned water, power, or waste disposal systems. (Public Contract Code § 22002(d).)

In lieu of the \$5,000 threshold for the general bidding requirements, if a city elects to become subject to the alternative procedures set forth in the UPCCAA, the following dollar thresholds and procedures apply to public projects:

- 1) Public projects of \$45,000 or less may be performed by employees of the City by force account or may be awarded by negotiated contract or purchase order. This process does not require public bidding.
- 2) Public projects of \$175,000 or less may be let to contract by informal procedures provided the City adopts an informal bidding ordinance that contains, at a minimum, the provisions prescribed by Section 22034 of the UPCCAA. These procedures require the informal bidding ordinance to contain the following provisions: (i) a provision that requires the City to maintain a list of qualified contactors, identified according to categories of work; (ii) a provision that requires the City to mail notices inviting informal bids not less than 10 calendar days before bids are due to all qualified contractors in the category of work being bid and to all appropriate construction trade journals except under limited circumstances (the notice must describe the project in general terms, indicate where more detailed information about the project may be obtained, and state the time and place for the submission of bids); (iii) provisions indicating who is authorized to award informal contracts—a city council may delegate the authority to award informal contracts to the public works director, city manager,

purchasing agent, or other appropriate person; and (iv) provisions addressing circumstances where all bids received are in excess of \$175,000. (Note, the UPCCAA authorizes a city council, by adoption of a resolution by a four-fifths vote, to award an informal contract to the lowest responsible bidder up to a maximum of \$187,500 if the city determines the selected bid is reasonable.)

- 3) Public project in excess of \$175,000 must be let by the formal bidding procedures set forth in the UPCCAA, which require, among other things, notices inviting formal bids be (a) published in a newspaper of general circulation at least 14 days prior to the date for opening bids; and (b) sent electronically and mailed to all appropriate construction trade journals at least 15 days prior to bid opening.

(Public Contract Code §§ 22032, 22037.) These less formal procedures drastically reduce the cost and time associated with letting small public projects.

Current Issue

Public works projects in the City are currently let under the general bidding requirements of the Public Contract Code. Under the existing procedures, the City must solicit formal bids for any public project in excess of \$5,000. Section 20164 requires the City to publish a notice inviting bids at least 10 days prior to the date set for opening bids. The notice must be published at least twice, not less than five days apart, in a newspaper of general circulation in the City. In addition, all bids must be submitted in sealed envelopes, and the City Council must award the contract to the lowest responsible bidder. As the City Council can see, for smaller projects, this process is both cumbersome and costly.

The UPCCAA offers alternative procedures that are less formal for public projects of \$175,000 or less. Under these procedures, public projects of \$45,000 or less may be performed without any bidding either by City staff by force account or by award of negotiated contract or purchase order. For public projects greater than \$45,000 but less than or equal to \$175,000, the City may let the contract by informal procedures, provided the City adopts an informal bidding ordinance that contains the minimum provisions noted above. Finally, for public projects in excess of \$175,000, the formal bidding procedures set forth in the UPCCAA apply.

Section 22030 provides that any public agency that wishes to avail itself of the alternative procedures for bidding and contracting for public projects must elect, by resolution, to become subject to the uniform construction cost accounting procedures set forth in the Public Contract Code and must notify the State Controller of its election. Section 22034 further requires each public agency that elects to become subject to the UPCCAA to enact an informal bidding ordinance that complies with the requirements set forth in that Section 22034.

The City should also be aware that a portion of the UPCCAA imposes sanctions on public agencies that fail to comply with the UPCCAA's bidding procedures. If the State Accounting Commission finds that the City has failed to comply with these procedures on three separate occasions within a ten-year period, the City will be prohibited from using the UPCCAA's thresholds for a five-year period. (Public Contract Code § 22044.5.)

Attached for the City Council's review is a Resolution electing the City of Covina to become subject to the uniform construction cost accounting procedures set forth in the Public Contract Code and a draft Ordinance establishing informal bidding procedures as required by the UPCCAA.

Ordinance No. 15-2043 would add Chapter 2.54 (Public Projects) to Title 2 (Administration and Personnel) of the Covina Municipal Code. Section 2.54.040 (Bid Requirements, Purchasing Procedures, and Contracting Procedures) establishes bidding procedures for public projects in conformance with the requirements of the UPCCAA. The proposed regulations divide public projects into three distinct categories – Level 1 Projects; Level 2 Projects; and Level 3 Projects – based on the thresholds in the UPCCAA discussed above.

As drafted, Ordinance No. 15-2043 provides that Level 1 projects – defined as those public projects of \$45,000 or less – may be performed by City employees by force account or may be awarded by negotiated contract or by purchase order.

For Level 2 Projects (public projects greater than \$45,000 but less than or equal to \$175,000), the Ordinance requires competitive written bidding and establishes procedures for conducting said bidding. The Ordinance further requires the City to maintain a list of qualified contractors identified by category of work, as required by the UPCCAA. Finally, the Ordinance prescribes noticing requirements and procedures for dealing with excess bids in accordance with the dictates of the UPCCAA.

Level 3 Projects are all public projects in excess of \$175,000. These projects require formal competitive bidding, and the contract must be awarded by the City Council to the lowest responsible bidder, similar to the formal bidding procedures currently employed by the City for all public works contracts.

Section 2.54.050 (Delegation of Authority to Award Informal Contracts) of the Covina Municipal Code establishes the authority to award informal contracts and specifies that the City Manager is authorized to enter into contracts for public projects pursuant to this chapter where the amount of such contract does not exceed \$25,000 or such an amount as the City Council may designate by resolution, provided there exists an unencumbered appropriation in the fund account against which the expense is to be charged. Where the amount of any such contract exceeds \$25,000, or such other amount as the City Council may designate by resolution, the contract shall be approved by the City Council.

The new regulatory scheme will give the City more flexibility in dealing with small public works projects. The less formal procedures will enable City staff to more promptly handle small projects by eliminating the requirement to solicit formal bids and by delegating to staff the authority to award the contract. For larger projects, the revised procedures will allow the City to utilize informal bidding procedures to more quickly solicit competitive bids while still streamlining the process. Finally, for large public works projects, the alternative procedures being proposed mirror those currently utilized by the City.

If the City Council concurs with staff's recommendations, the City Council should adopt Resolution No. 15-7391 and read Ordinance No. 15-2043 by title only, waive further reading, and introduce the Ordinance.

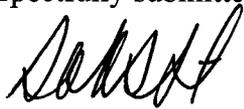
ALTERNATIVES

The City Council could give staff additional direction about these issues, which could be incorporated into a revised ordinance, or the City Council could decline to adopt the Resolution and the Ordinance.

EXHIBITS

- A. Resolution No. 15-7391
- B. Ordinance No. 15-2043

Respectfully submitted



Siobhan Foster/Director of Public Works
Public Works Department

RESOLUTION NO. 15-7391

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINA
ELECTING TO BECOME SUBJECT TO THE UNIFORM PUBLIC
CONSTRUCTION COST ACCOUNTING ACT**

THE CITY COUNCIL OF THE CITY OF COVINA DOES RESOLVE AS FOLLOWS:

WHEREAS, local agencies must competitively bid all public projects (as defined by Section 20161 of the California Public Contract Code) in excess of \$5,000 in accordance with the requirements set forth in the Public Contract Code, commencing with Section 20160; and

WHEREAS, prior to the enactment of the Uniform Public Construction Cost Accounting Act in 1983 (“the Act”), a uniform cost accounting standard was unavailable for construction work performed or contracted by or for local public agencies; and

WHEREAS, pursuant to the Act, the Uniform Construction Cost Accounting Commission, in conjunction with the State Controller, has established uniform public construction cost accounting procedures for implementation by local public agencies electing to be governed by the provisions of the Act in performing or contracting for construction of public projects; and

WHEREAS, the City Council has determined that it is in the best interests of the City of Covina to be subject to the provisions of the Act. The benefits to the City include, but are not limited to, availability of alternate bidding procedures allowing the City to perform work costing up to and including \$45,000, as may be revised, by force account, and to let contracts by informal procedures for public projects costing up to and including \$175,000, as may be revised, or more under specified circumstances; and

WHEREAS, California Public Contract Code Section 22030 provides that any city that wishes to avail itself of the alternative procedures for bidding and contracting for public projects must elect, by resolution, to become subject to the uniform construction cost accounting procedures set forth in the Public Contract Code and must notify the State Controller of its election; and

WHEREAS, California Public Contract Code Section 22034 requires each public agency that elects to become subject to the uniform construction cost accounting procedures to enact an informal bidding ordinance that complies with the requirements set forth in said Section 22034; and

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COVINA HEREBY FINDS AND RESOLVES AS FOLLOWS:

SECTION 1. The City Council finds that all of the facts set forth in this Resolution are true and correct.

SECTION 2. Pursuant to the authority set forth in the Uniform Public Construction Cost Accounting Act, California Public Contract Code Section 22000, *et seq.*, the City Council of the City of Covina hereby elects to be subject to the uniform public construction cost accounting procedures set forth in the Uniform Public Construction Cost Accounting Act and to the policies and procedures manual and cost accounting review procedures established thereunder, as each may be amended from time to time.

SECTION 3. The City Clerk shall notify the State Controller of the City's election pursuant to Section 2, above. The Mayor shall sign and the City Clerk shall certify to the adoption of this Resolution. This Resolution shall take effect and be in full force immediately.

PASSED, APPROVED and ADOPTED this _____ day of _____, 2015.

John King, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

ORDINANCE NO. 15-2043

AN ORDINANCE OF THE CITY OF COVINA AMENDING TITLE 2 (ADMINISTRATION AND PERSONNEL) OF THE COVINA MUNICIPAL CODE BY ADDING CHAPTER 2.54 (PUBLIC PROJECTS) TO PROVIDE FOR BIDDING PROCEDURES FOR PUBLIC PROJECTS UNDER THE UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT

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

Section 1. Title 2 (Administration and Personnel) of the Covina Municipal Code is hereby amended by adding a new Chapter 2.54 (Public Projects) to read as follows:

**CHAPTER 2.54
PUBLIC PROJECTS**

- 2.54.010. Intent.**
- 2.54.020. Definitions.**
- 2.54.030. Applicability.**
- 2.54.040. Bid requirements, purchasing procedures, and contracting procedures.**
- 2.54.050. Delegation of authority to award informal contracts.**
- 2.54.060. Bid security.**

2.54.010. Intent.

The intent of this chapter is to provide standardized procedures for awarding contracts for public projects in conformance with the Uniform Public Construction Cost Accounting Act.

2.54.020. Definitions.

Unless the context otherwise requires, the following definitions shall govern the construction of this chapter:

“Change Order” shall mean a written authorization from the City directing an addition, deletion, or revision to an awarded purchase order or contract.

“Public Project” shall be defined as that term is defined in Section 22002 of the California Public Contract Code or any successor statute thereto.

“Uniform Public Construction Cost Accounting Act” shall mean the procedures and regulations set forth in Chapter 2, commencing with Section 22000, to Part 3 of Division 2 of the California Public Contract Code or any successor act thereto.

2.54.030. Applicability.

All public projects shall be bid and let to contract in accordance with the procedures prescribed by the Uniform Public Construction Cost Accounting Act, or any successor act thereto, and the provisions set forth in this chapter.

2.54.040. Bid requirements, purchasing procedures, and contracting procedures.

This section shall govern the procedures for bidding and awarding all purchase orders and contracts to perform public projects, including any associated purchase of goods and supplies for such projects. Bidding requirements and other purchasing and contracting procedures are categorized into three different levels set forth below. Each level shall govern purchases and contracts of different values. Level 1 shall govern the least expensive purchase orders and contracts and Level 3 shall govern the most expensive purchase orders and contracts. Notwithstanding any provision of this chapter, the bidding and other procedures for awarding public project contracts shall not violate the limitations of the Uniform Public Construction Cost Accounting Act, as they may be amended from time to time by the State Controller or the State Legislature.

(a) Level 1 Projects. Public projects of forty-five thousand dollars (\$45,000) or less may be performed by City employees by force account or may be awarded by negotiated contract or by purchase order without competitive bidding.

(b) Level 2 Projects. Public projects of one hundred and seventy-five thousand dollars (\$175,000) or less may be let to contract by the informal bid procedures set forth in this subsection (b). All Level 2 Project contracts shall require informal competitive written bidding, as follows:

(1) Written Bids.

(i) Bid specifications shall be prepared and written notices soliciting written bids shall be disseminated consistent with paragraph (3) of subsection (b) of this section.

(ii) Bids shall be submitted in writing and must be received prior to the bid closing date to be considered.

(iii) The City Council shall award the contract to the lowest responsible and responsive bidder. The City Council may reject all bids, or waive any irregularities or informalities in any bid or bidding.

(2) Contractors List. The City shall develop and maintain a list of qualified contractors, identified according to categories of work, in accordance with the provisions of Section 22034 of the California Public Contract Code, or any successor statute thereto, and the minimum criteria for development and maintenance of the Contractors List as determined by the California Uniform Construction Cost Accounting Commission.

(3) Notice Inviting Informal Bids. At least ten (10) calendar days prior to the date informal bids are due, the City shall mail a notice inviting informal bids to all contractors from the applicable category of work to be bid, as shown on the Contractors List developed in accordance with paragraph (2) of subsection (b) of this section, and to all construction trade journals as specified by the California Uniform Construction Cost Accounting Commission in accordance with Section 22036 of the California Public Contract Code, or any successor statute thereto. Said notice shall describe the project in general terms, shall clearly indicate how to obtain more detailed information about the project, and shall set forth the time and place for the submission of bids. Additional contractors or construction trade journals may be noticed at the discretion of the City department soliciting bids, provided, however:

(i) If there is no list of qualified contractors maintained by the City for the particular category of work to be performed, the notice inviting bids shall be sent only to the construction trade journals specified by the Commission.

(ii) If the product or service is proprietary in nature such that it can be obtained only from a certain contractor or contractors, the notice inviting informal bids may be sent exclusively to such contractor or contractors.

(4) Excess bids. If all bids received pursuant to the procedures outlined in subsection (b) are in excess of one-hundred seventy-five thousand dollars (\$175,000), the City Council may, by passage of a resolution by a four-fifths vote, award the contract at one hundred eighty-seven thousand five hundred dollars (\$187,500) or less, to the lowest responsible bidder, without complying with the formal bidding procedures set forth in subsection (c) below, provided that the City Council determines that the cost estimate of the project was reasonable.

(c) Level 3 Projects. Public projects of more than one hundred seventy-five thousand dollars (\$175,000) shall, except as otherwise provided by law, be let to contract by the formal bidding procedures set forth in this subsection (c). Public projects which must be let pursuant to Level 3 procedures shall be approved by the City Council and shall require competitive written bidding, as described in this subsection (c).

(1) Bid Specifications. For all public projects that must be let pursuant to Level 3 procedures, bid specifications shall be prepared. In addition, the City Council adopt all plans, specifications, and working details for all public projects in accordance with the requirements of Section 22039 of the Public Contract Code or any successor statute.

(2) Notice Inviting Formal Bids. The City shall publish and mail a notice inviting sealed formal bids in accordance with the provisions of California Public Contract Code Section 22037, or any successor statute thereto.

(3) Receipt of Bids. Bids shall be sealed, and shall not be opened until the time and place designated in the bid specifications. Bids must be received prior to the bid opening to be considered.

(4) The City Council shall award the bid to the lowest responsible bidder, or reject all bids pursuant to Public Contract Code Section 22038, or its successor statute. The City Council may waive any irregularities or informalities in any bid or bidding.

2.54.050. Delegation of authority to award informal contracts.

The City Manager is authorized to award bids and enter into contracts for public projects pursuant to this chapter where the amount of such contract does not exceed twenty-five thousand dollars (\$25,000), or such other amount as the City Council may designate by resolution, provided there exists an unencumbered appropriation in the fund account against which the expense is to be charged. Where the amount of any such contract exceeds twenty-five thousand dollars (\$25,000), or such other amount as the City Council may designate by resolution, the contract shall be approved by the City Council.

2.54.060. Bid security.

Bid security shall be required as a condition of submitting a written bid unless deemed unnecessary by the City Manager or his or her designee.

Section 2. The City Council declares that, should any provision, section, paragraph, sentence, or word of this ordinance be rendered or declared invalid by any final action in a court of competent jurisdiction, or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences and words of this ordinance shall remain in full force and effect.

Section 3. The City Clerk shall cause this Ordinance to be posted in three (3) public places in the City within fifteen (15) days after its passage, in accordance with the provisions of Section 36933 of the Government Code. The City Clerk shall further certify to the adoption and posting of this Ordinance, and shall cause this Ordinance and its certification, together with proof of posting, to be entered in the Book of Ordinances of the City Council of this City.

Section 4. This Ordinance shall go into effect and be in full force and effect at 12:01 a.m. on the thirty-first (31st) day after its passage.

PASSED, APPROVED, AND ADOPTED this _____ day of _____, 2015.

John King, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Possible Funding Source	Amount
Cities Excess Funds available to Fifth Supervisorial District pursuant to Los Angeles County Safe Neighborhood Parks Proposition of 1996 for Joslyn Center ADA Beautification Improvement Project,	\$250,000
City Funds (e.g., Kahler Russell Park Gym remaining funds, Quimby Fees, Joslyn Foundation Donation Fund)	\$500,000 to \$700,000
Community Development Block Grant (CDBG)	\$200,000 to \$400,000

Remaining project funding may come from additional grant funding and/or through financing.

The use of Los Angeles County grant funds for the design and construction of a new senior center will require the County's approval of the reallocation of these funds. The City Manager has initiated this conversation with Supervisor Antonovich's Office.

BACKGROUND

Joslyn Center, located at 815 North Barranca Avenue, was originally constructed in 1979 with several additions in later years, including the last addition in 1989. The building is a one-story wood-framed structure with plaster exterior walls, a combination of low slope built-up asphalt membrane roof with parapet walls and sloped Spanish tile roof. The facility is approximately 12,000 SF and is used primarily for senior citizen activities. The building is situated in Kelby Park with grass field areas located at the front and the rear of the building. The building site slopes from Barranca Avenue at the front of the building to East Reed Street at the rear of the building.

On April 20, 2007, two incidents caused significant water damage to Joslyn Center impacting all rooms in the facility except the restrooms, kitchen, and dining room. The first incident occurred when a maintenance company left a hose running in the mop sink overnight. The second incident involved a below ground water line break. On May 22, 2007, the City Council approved the appropriation of \$25,000 to cover the insurance deductibles for each incident. The City's property insurance policy through CSAC-EIA covered the needed building repairs and furniture replacements due to water damage in excess of the deductibles. The City sought subrogation on the incident that involved contract cleaning services. The water line break was not subject to subrogation.

The insurance carrier contracted with Belfor USA to prepare a Scope of Work to be used to obtain informal bids to complete facility restoration including necessary building code and American with Disabilities Act (ADA) upgrades. On June 19, 2007, the City Council appropriated \$35,037 in additional City funds to upgrade walls, ceiling tiles, and lighting that was not damaged but needed to be addressed cosmetically to match restoration repairs (remediation repairs were completed to the Lounge, Main Office Conference Room, Game/Pool Room, Craft Room and hallways). The Agenda Report also contained a letter outlining areas of concern Belfor USA identified during the course of facility inspections including cracks in the drywall and stucco and apparent changes in the grade of the floor and concrete slab, which precipitated a series of subsequent facility evaluations.

On March 4, 2008, the City Council authorized the retention of Rimkus Consulting Group to complete a structural forensic engineering investigation of Joslyn Center based on the conditions identified during the restoration process performed by Belfor USA. Conditions included water intrusion to the structure at multiple locations and cracks in the exterior stucco, ceiling laminated beams, and exterior walkways. Rimkus Consulting Group submitted its Report of Findings to the City on December 19, 2009. The Report of Findings identified, among other items:

- Water intrusion occurring at walls, windows, and sliding glass doors due to aged and damaged window systems, lack of adequate window and sliding glass door flashing, inadequate exterior walkway drainage, and plaster wall weep screeds buried below the exterior pavement finish surface;
- Exterior pavement sloping toward building and plaster wall weep screeds buried below the exterior pavement finish surface;
- Concrete slab cracks at exterior walkways due to inadequate construction joint depth/spacing, water ponding adjacent to the planters and building foundation along the south and east elevations, and vehicular traffic along the north elevation; and
- Multiple roof leaks.

The Report of Findings recommended the following, among other items:

- Removal and replacement of old and damaged windows and sliding glass doors;
- Roof should be examined by a professional familiar with this type of roof deck and repaired and replaced as necessary, as water will continue to damage the interior finish surfaces and may cause structural degradation of some of the framing members supporting the roof, walls, and ceiling;
- Raise plaster wall weep screeds above exterior concrete pavement finish surface to allow plaster walls to drain as required by the current building code; and
- Area drains should be installed where possible to reduce the deterioration of the existing slab and prevent cracking where new slabs are placed.

On August 18, 2009, the City Council approved a Professional Services Agreement (PSA) with Allana, Buick & Bers Inc. (ABB) to perform architectural engineering services for the repair of the Joslyn Center building envelope and City Hall roof. Joslyn Center services were focused on addressing the various weather-proofing problems with the building envelope including roof leaks and surface intrusions. ABB was contracted to provide investigation, construction document and bid services for the basic building envelope renovation project at Joslyn Center.

On May 4, 2010, the City Council approved an amendment to the PSA with ABB to perform additional architectural engineering services at Joslyn Center. Due to problems that were not

readily foreseen prior to flood and destructive testing of the building, the design costs increased in two ways: 1) additional design needs for construction details; and 2) design of a ductless HVAC system to replace the existing inefficient system that needs to be removed prior to re-roofing the facility and repairing internal structural members.

On August 9, 2010, ABB provided the City with bid specifications and construction documents for the Joslyn Senior Citizen's Center Repairs Project. The Scope of Work includes:

- Mechanical system upgrades;
- Replacement of low-slope roofing;
- Limited replacement of windows and sliding glass doors;
- Exterior wall flashing repairs including limited removal and replacement of cement plaster and siding, and limited removal and reinstallation of existing doors and windows and other appurtenances;
- Application of elastomeric wall coating or textured elastomeric finish system to all exterior cement plaster walls; and
- Limited flashing repairs to existing tile roof.

The City advertised the Joslyn Senior Citizen's Center Repairs Project for bid in September 2013 and rebid in December 2013 due to bid submittal irregularities from proposers. Bids were received by the City Clerk's Office on January 15, 2014. On April 15, 2014, the City Council rejected all bids for the Joslyn Senior Citizen's Center Repairs Project when staff determined that the reprogramming of \$650,000 in Los Angeles County funds from Grant 58C4-07-2100 (Covina Sports Center Project, Kahler Russell Park) had not been completed and the funds were not available from the County for construction. The City did not have General Fund monies available at the time to initiate construction at the City's risk without first assuring the reprogramming of the County funds to this project.

On July 1, 2014, the City Council adopted Resolution 14-7259 approving the application for grant funds from the Cities Excess Funds available to Fifth Supervisorial District pursuant to Los Angeles County Safe Neighborhood Parks Proposition of 1996 for Joslyn Senior Citizen's Center Improvement Project. On September 9, 2014, the Los County Board of Supervisors allocated \$650,000 to the Joslyn Senior Citizen's Center Improvement Project.

Additionally, on August 19, 2014, the City Council adopted Resolution No. 14-7266 approving the application for grant funds from the Cities Excess Funds available to Fifth Supervisorial District pursuant to Los Angeles County Safe Neighborhood Parks Proposition of 1996 for Joslyn Center ADA Beautification Improvement Project. This project consists of interior restroom renovation, beautification to meeting rooms, and parking lot enhancements. On

January 27, 2015, the Los County Board of Supervisors allocated \$250,000 to the Joslyn Center ADA Beautification Improvement Project.

Current Issue – Facility

With the City’s change in leadership and upon learning that the proposed Joslyn Senior Citizen’s Center Repairs Project previously advertised for bid did not take into account the needs of facility users and Department of Parks & Recreation programming requirements, coupled with the time that had elapsed, an interdepartmental staff team and technical experts (civil engineer, structural engineer and certified building official) initiated a reassessment of the conditions at Joslyn Center including the review of various technical studies completed previously. The team noted the same conditions outlined above (such as water intrusion at numerous locations from roof, window and door leaks and topography that slopes toward the building) and emphasized that the time elapsed and weather impacts since the studies were completed have exacerbated the conditions that need to be addressed.

The technical experts also identified the need to extensively reconfigure site grading adjacent to the building and/or install a complex drainage system to stop water from flowing toward and infiltrating Joslyn Center. Most significantly, the technical experts stressed the likelihood that other unforeseen structural conditions may exist and not be evident until removal of the existing roof and flooring systems occur. The need for the facility to be enhanced to meet current ADA, building and fire code requirements are also cost considerations.

Based on this information and particularly the unknown structural conditions that may be uncovered during construction, the technical experts have determined that the estimated cost to rehabilitate Joslyn Center is difficult to estimate, but may reach \$10.0 million, and likely would exceed the cost of building a new facility. This coupled with the fact that it would be more expedient and cost effective to incorporate facility user and Department of Parks & Recreation programming needs into a new facility design than modify the current Joslyn Center layout, compels the interdepartmental team to recommend that the City Council authorize the City Manager to issue a RFP for design services for construction of a new senior center in accordance with CMC Section 2.20.175 (Purchase – Professional and Specialized Services).

The interdepartmental team and technical experts estimate the cost of a new 10,000 SF facility would cost approximately \$5.5 million including demolition of the existing Joslyn Center, plus approximately \$600,000 in design costs. The Scope of Services for the RFP would include:

- Community and internal outreach to ascertain facility user needs and Department of Parks & Recreation programming needs, respectively;
- Schematic design services;
- Design development services;
- Construction document services;
- Bidding services; and

- Construction administration services.

Depending on where the new facility is sited on the Kelby Park footprint, there may be additional costs associated with relocation of existing recreational open space. The facility could be reconstructed in its existing location or constructed on the eastern end of the site adjacent to Barranca Avenue. The location of the new facility would be determined during the design process.

It is anticipated that once the City Council authorizes a contract for design services, the design and construction process for the new Joslyn Center will take approximately 24 to 36 months.

Current Issue – Relocation of Services

The forecast of a unseasonably heavy rainy season coupled with the time that has elapsed and weather impacts that have occurred since the last structural analysis of Joslyn Center was completed and the unknown structural conditions that may be uncovered during construction, compels the interdepartmental team and technical experts to recommend that the City Council direct the Departments of Parks & Recreation and Human Resources to identify temporary locations to accommodate programming requirements and initiate negotiations with property owners as soon as possible. Current facility usage is shown in Table 2 below.

Table 2 – Joslyn Center Hours and Usage

Room	Maximum Senior Participants	Maximum Class Participants
Auditorium	100	40
Craft Room	30	20
Conference Room	8	8
Dining Room	120	10
Kitchen	12	12
Lounge	15	10
Pool Room	12	n/a
Senior Programs: Monday – Thursday, 9AM to 4PM and Friday, 9AM to 1PM		
Leisure Classes: Monday – Friday, 4PM to 9:30PM and Saturday, 9AM to 3PM		

ALTERNATIVES

At least three alternatives are available to the City Council.

Alternative 1

The City Council may elect not to authorize the issuance of the RFP for design services for construction of a new senior center and instead direct staff to rehabilitate the existing Joslyn Center. The estimated cost to rehabilitate Joslyn Center is difficult to estimate, but may reach \$10.0 million, and likely would exceed the cost of building a new facility.

Alternative 2

The City Council may elect not to authorize the issuance of the RFP for design services for construction of a new senior center and instead direct staff to explore and/or pursue use of a design-build process instead of the traditional design-bid-build process. While a relatively new

process for modernizing public facilities, a design-build process could accelerate the project schedule, reduce risk, claims, and litigation, and allow selection based on qualifications, value, cost, and other criteria. The exploration and development of a design-build process for this project would increase the project timeframe.

Alternative 3

The City Council may elect not to direct the Departments of Parks & Recreation and Human Resources to identify temporary locations to accommodate Joslyn Center programming requirements and initiate negotiations with property owners. Should the City Council desire to continue to provide programming in the existing Joslyn Center, efforts and resources should be focused on making the facility as weather resistant as possible before the approaching rainy season which runs from October 2015 to April 2016. The staff team and technical experts do not recommend this option due to the potential risk of liability issues.

Respectfully submitted



Siobhan Foster/Director of Public Works
Public Works Department

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