

## Table of Contents

Agenda . . . . .	3
CC 1. Minutes of the August 16, 2016, Study Session and September 6, 2016, Regular Meetings.	
Minutes . . . . .	9
CC 2. Payment of City Demands.	
City Demands. . . . .	21
CC 3. Payment of Agency Demands.	
Agency Demands . . . . .	29
CC 4. Confirmation of Continued Emergency Condition at Charter Oak Reservoir Site.	
Resolution No. 16-7522. . . . .	33
CC 5. 2016 Conflict of Interest Code Biennial Update.	
Resolution No. 16-7523. . . . .	41
CC 6. Amendment to Agreement for Planning and Transit Consulting Services.	
Interwest Consulting Group, Inc. Amendment . . . . .	59
CC 7. Request for Authorization to Alter the Citrus Avenue Highway-Rail Crossing.	
Citrus Avenue Highway-Rail Crossing . . . . .	133
CC 8. Amendment to Agreement for Citywide Transit Maintenance, Graffiti Abatement, and Code Enforcement Property Abatement Services.	
Urban Graffiti Enterprises, Inc. Amendment . . . . .	141
CC 9. Award of Bid for Security Services at Covina Metrolink Station Parking Complex and Park Restroom Locking Services.	
Power Security Group Agreement . . . . .	167
CC 10. Amendment to Facility Use Agreement for a Farmers' and Street Market.	
Harry Brown-Hiegel Amendment . . . . .	291
CC 11. Authorization for Renewal of Annual Technology Maintenance Service Agreements at the Police Department.	
Resolution No. 16-7520. . . . .	295
PH 1. Zoning Code Amendment Concerning Public Hearing Date and Noticing Requirements.	
Ordinance No. 16-2061 . . . . .	299
CB 1. Appointments and/or Reappointments to Fill Vacancies on Various City of Covina Boards and Commissions.	
Appointments . . . . .	321
NB 1. Authorization to Provide Notice of Intention to Withdraw from Joint Powers Agreement with LA Works.	
Notice of Intention. . . . .	339
NB 2. Nomination for San Gabriel Basin Water Quality Authority Board Member and Alternate.	
Nomination . . . . .	341
NB 3. Opposition of Proposition 64 - Adult Use of Marijuana Act (AUMA).	





REGULAR MEETING AGENDA  
125 E. College Street, Covina, California  
Council Chamber of City Hall  
**Tuesday, September 20, 2016**

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

**CALL TO ORDER**

**ROLL CALL**

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

**PUBLIC COMMENTS**

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

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

**CLOSED SESSION**

- A. Government Code § 54956.9(d)(1) – CONFERENCE WITH LEGAL COUNSEL:  
EXISTING LITIGATION**
- Name of Case: Powers, Justin v. City of Covina, et al; Case No. 2:15 CV 5877
- B. Government Code § 54956.9(d)(1) – CONFERENCE WITH LEGAL COUNSEL:  
EXISTING LITIGATION**
- Name of Case: Robert Bobkiewicz v. City of Covina; WCAB No. ADJ7975901

- C. Government Code § 54956.9(d)(2) – CONFERENCE WITH LEGAL COUNSEL:  
SIGNIFICANT EXPOSURE TO LITIGATION**
  
- D. Government Code § 54957.6 – CONFERENCE WITH LABOR NEGOTIATORS**  
Agency Designated Representative: Danielle Tellez, Human Resources Director  
Employee Organizations: American Federation of State, County and Municipal  
Employees (AFSCME); Police Association of Covina (PAC); Police Management  
Group (PMG); and Police Supervisors of Covina (PSC)
  
- E. Government Code § 54957.6 – CONFERENCE WITH LABOR NEGOTIATORS**  
Agency Designated Representative: Danielle Tellez, Human Resources Director  
Unrepresented Employees: Mid-Management, Supervisory and Professional, and  
Confidential and Technical Employees; and Executive Employees (excluding the City  
Manager)

**RECESS**

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

**RECONVENE AND CALL TO ORDER**

**ROLL CALL**

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

**PLEDGE OF ALLEGIANCE**

Led by Councilmember King

**INVOCATION**

Given by Covina Police Chaplain Venegas

**PRESENTATIONS**

Daughters of the American Revolution (DAR) Proclamation

National Literacy Month Proclamation

Covina Chamber of Commerce Check Presentation to the Library

## **PUBLIC COMMENTS**

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

## **COUNCIL/AGENCY/AUTHORITY COMMENTS**

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

## **CITY MANAGER COMMENTS**

### **CONSENT CALENDAR**

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

**CC 1. Minutes of the August 16, 2016, Study Session Meeting and September 6, 2016, Regular Meeting of the City Council/Successor Agency to the Covina Redevelopment Agency/Covina Public Financing Authority/Housing Authority.**

*Report: [Minutes](#)*

**CC 2. Payment of City Demands in the Amount of \$2,027,200.14.**

*Report: [City Demands](#)*

**CC 3. Payment of Agency Demands in the Amount of \$58,294.45.**

*Report: [Agency Demands](#)*

**CC 4. City Council to Adopt Resolution No. 16-7522 Confirming Continued Existence of An Emergency Condition for the Residual Control System at the Charter Oak Reservoir Site Pursuant to Chapter 2.5 (Emergency Contracting Procedures) of the Public Contracts Code.**

*Report: [Resolution No. 16-7522](#)*

**CC 5. 2016 Conflict of Interest Code Biennial Update.**

*Report: [Resolution No. 16-7523](#)*

**CC 6. Sixth Amendment to Agreement between City of Covina and Interwest Consulting Group, Inc. for Planning and Transit Consulting Services.**

*Report: [Interwest Consulting Group, Inc. Amendment](#)*

**CC 7. Request to California Public Utilities Commission (CPUC) Staff for Authorization to Alter the Citrus Avenue Highway-Rail Crossing Pursuant to General Order 88-B.**

*Report:* [Citrus Avenue Highway-Rail Crossing](#)

**CC 8. First Amendment to Agreement between City of Covina and Urban Graffiti Enterprises, Inc. for Citywide Transit Maintenance, Graffiti Abatement, and Code Enforcement Property Abatement Services.**

*Report:* [Urban Graffiti Enterprises, Inc. Amendment](#)

**CC 9. Award of Bid for Security Services at the Covina Metrolink Station Parking Complex and Park Restroom Locking Services.**

*Report:* [Power Security Group Agreement](#)

**CC 10. Second Amendment to the Facility Use Agreement for a Farmers' and Street Market in the City of Covina.**

*Report:* [Harry Brown-Hiegel Amendment](#)

**CC 11. Authorization for Renewal of Annual Maintenance Service Agreements that Support Technology Programs Currently Operating at the Police Department.**

*Report:* [Resolution No. 16-7520](#)

## **PUBLIC HEARING**

**PH 1. Ordinance No. 16-2061 for Zoning Code Amendment (ZCA) 16-003, Amending Chapters 17.62 (Conditional Use Permits); 17.78 (Variances); and 17.80 (Zoning Amendments and Zone Changes) of Title 17 of the Covina Municipal Code Concerning Public Hearing Date and Noticing Requirements.**

*Report:* [Ordinance No. 16-2061](#)

Staff Recommendation:

Waive full reading, read by title only, and introduce for first reading **Ordinance No. 16-2061** entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, AMENDING CHAPTERS 17.62 (CONDITIONAL USE PERMITS), 17.78 (VARIANCES) AND 17.80 (ZONING AMENDMENTS AND ZONE CHANGES) OF TITLE 17 (ZONING) OF THE COVINA MUNICIPAL CODE CONCERNING PUBLIC HEARING DATE AND NOTICING REQUIREMENTS, AND MAKING A DETERMINATION OF EXEMPTION UNDER CEQA."

## **CONTINUED BUSINESS**

**CB 1. Appointments and/or Reappointments to Fill Vacancies on Various City of Covina Boards and Commissions.**

*Report:* [Appointments](#)

Staff Recommendation:

1. Using a formal balloting procedure, appoint one representative to the Finance Advisory Commission for a full term ending June 30, 2020.
2. Appoint two representatives to the Planning Commission for full terms ending June 30, 2019, and one representative for a full term ending June 30, 2020.
3. Consider appointments to the Traffic Advisory Commission and Youth Accountability Board.
4. Authorize the establishment of staggered first terms for the Parking Place Commission and Parks and Recreation Commission.
5. Direct staff to continue accepting applications for remaining vacancies on all advisory bodies.

## **NEW BUSINESS**

### **NB 1. Authorization to Provide Written Notice of Intention to Withdraw the City of Covina from the Joint Powers Agreement with LA Works as of June 30, 2016.**

*Report:* [Notice of Intention](#)

Staff Recommendation:

Authorize Interim City Manager to submit Notice of Intention to Withdraw.

### **NB 2. Nomination for San Gabriel Basin Water Quality Authority Board Member and Alternate Representing Cities with Prescriptive Water Pumping Rights.**

*Report:* [Nomination](#)

Staff Recommendation:

1. Consider a nomination for Board Member to the San Gabriel Basin Water Quality Authority Board.
2. Direct staff to send a resolution naming a nomination for Board Member to the San Gabriel Basin Water Quality Authority.

### **NB 3. Opposition of Proposition 64 - The Control, Regulate and Tax Adult Use of Marijuana Act, also known as the Adult Use of Marijuana Act (AUMA).**

*Report:* [Resolution No. 16-7521](#)

Staff Recommendation:

Consider approval of **Resolution No. 16-7521** opposing Proposition 64, known as the Adult Use of Marijuana Act (AUMA).

## **ADJOURNMENT**

The Covina City Council/Successor Agency to the Covina Redevelopment Agency/Covina Public Financing Authority/Covina Housing Authority will adjourn to its next regular meeting of the Council/Agency/Authority scheduled for Tuesday, October 4, 2016, at 6:30 p.m. for closed session and 7:30 p.m. for open session inside the Council Chamber, 125 East College Street, Covina, California, 91723.

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

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

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

The Covina City Clerk's Office does hereby declare that, in accordance with California Government Code Section 54954.2(a), the agenda for the Tuesday, September 20, 2016, meeting was posted on September 15, 2016, on the City's website and near the front entrances of: 1) Covina City Hall, 125 East College Street, Covina; and 2) the Covina Public Library, 234 N. Second Avenue, Covina.

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 16, 2016  
JOINT STUDY SESSION MEETING OF THE COVINA CITY COUNCIL/ SUCCESSOR  
AGENCY TO THE COVINA REDEVELOPMENT AGENCY/COVINA PUBLIC  
FINANCING AUTHORITY/COVINA HOUSING AUTHORITY/FINANCE ADVISORY  
COMMITTEE HELD IN THE COMMUNITY ROOM OF COVINA PUBLIC LIBRARY,  
234 NORTH SECOND AVENUE, COVINA, CALIFORNIA**

**CALL TO ORDER**

Mayor Stapleton called the Council/Agency/Authority meeting to order at 5:00 p.m.

**ROLL CALL**

**Councilmembers Present:** Walter Allen III, John C. King, Mayor Pro Tem/Vice-Chair Jorge A. Marquez, and Mayor/Chair Kevin Stapleton.

**Councilmembers Absent:** Peggy A. Delach.

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

**Elected Members Absent:** None.

**Finance Advisory Committee Members Present:** Diane Fonseca, Kay Manning, Tom Melendrez, and Vice-Chair Geoffrey Cobbett.

**Finance Advisory Committee Members Absent:** Claudia Casasola, Mark Cook, and Chair Rich Jett.

**Staff Members Present:** Interim City Manager Don Penman, City Attorney Candice K. Lee, Interim Police Chief Kim Raney, Public Works Director Siobhan Foster, Community Development Director Brian Lee, Finance Director Anita Agramonte, Parks and Recreation/Library Director Amy Hall-McGrade, and Chief Deputy City Clerk/Records Management Director Sharon F. Clark.

**PUBLIC COMMENTS** – None.

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

**CITY MANAGER COMMENTS** – None.

## **NEW BUSINESS**

### **NB 1. Utility Users Tax (UUT) Ballot Measure.**

Interim City Manager Penman introduced the item and Finance Director Agramonte presented the staff report.

Council discussion included what kinds of technology are included in the current tax; the potential for charging for cable services and other technologies; that there are currently about 19 companies who have registered for the \$5000 cap on the UUT; that the cap is handled by resolution rather than on the ballot measure so may be decided at a later date; Finance Director Agramonte's recommendation that the UUT be placed on the ballot for the March 2017 general municipal election; the recommendation of the Finance Advisory Committee that the UUT ballot measure needs to move forward quickly with no changes in order to have the best chance of passage; that UUT revenues are stable at about five million dollars a year; options for a 10-year tax period versus a different expiration or no expiration; that canvassing against the UUT is already taking place in the City; and pros and cons of changing the ballot measure to include other technologies, removing the tax cap for registered companies, or including more than one option for the tax.

In response to a question from Interim City Manager Penman about any problem with putting the measure on the ballot earlier than the December 9, 2016, deadline, Chief Deputy City Clerk Clark replied that it can be put on in October 2016 when the election is called, but once put on the ballot, time frames for arguments and rebuttals to arguments are triggered.

Mayor Stapleton commented that once Council approves direction for the measure, it would be good to start moving on it. Interim City Manager Penman briefly explained rules about how city resources may and may not be used, and that a quorum of the Finance Advisory Committee members can't participate, but individuals can.

There was a consensus of the Council to put the UUT measure on the ballot in October 2016, stressing the importance to move forward, and to address the cap by resolution. Interim City Manager Penman stated he and City Attorney Lee will research to ensure what is involved. Councilmembers Allen and King and Mayor Stapleton stated they would like to remove the sunset on the tax. Mayor Pro Tem Marquez expressed his concern as to whether people will still support the tax without a sunset.

There was a consensus of the Council to request staff to present the ballot measure with the same wording as the current tax, with options to either remove the sunset or keep it, for Council consideration at the October 18, 2016, regularly-scheduled Council meeting.

### **NB 2. Residential and Commercial Solid Waste Services – Proposed Rate Structure for the Period of July 1, 2016 through June 30, 2019 (FY 2017 through FY 2019).**

Interim City Manager Penman introduced the item and Public Works Director Foster presented the staff report and a PowerPoint presentation.

In response to a question from Councilmember King as to whether an actual payment is owed by Athens Services to the City or just a credit, Public Works Director Foster replied that it is an actual payment, factored into the revenue structure. Councilmember King asked whether there is any benefit to spreading the one-year reduction out over a couple years to help lower rates over a period of time for residents instead of in one year. Public Works Director Foster responded that both a 12-month and 24-month period had been considered and it didn't seem that a 2-year period made much difference.

**ADJOURNMENT**

At 5:43 p.m., the meeting of the Covina City Council/Successor Agency to the Covina Redevelopment Agency/Covina Public Financing Authority/Covina Housing Authority was adjourned to its next regular meeting of the Council/Agency/Authority scheduled for Tuesday, August 16, 2016, at 6:30 p.m. for closed session and at 7:30 p.m. for open session inside the Council Chamber, 125 East College Street, Covina, California, 91723.

Respectfully submitted:

---

Sharon F. Clark, CMC  
Chief Deputy City Clerk

Approved this 20<sup>th</sup> day of September, 2016:

---

Kevin Stapleton, Mayor/Chair



## MINUTES OF SEPTEMBER 6, 2016

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

#### CALL TO ORDER

Mayor Stapleton called the Council/Agency/Authority meeting to order at 6:33 p.m. with all Councilmembers present. There were no public comments. Mayor Stapleton recessed the Council to closed session at 6:33 p.m.

#### ROLL CALL

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

**Councilmembers Absent:** None.

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

**Staff Members Present:** Interim City Manager Donald E. Penman, City Attorney Candice K. Lee, Interim Police Chief Kim Raney, Community Development Director Brian Lee, Public Works Director Siobhan Foster, Parks and Recreation/Library Director Amy Hall-McGrade, Human Resources Director Danielle Tellez, Finance Director Anita Agramonte, Battalion Chief Richard Stillwagon, and Chief Deputy City Clerk/Records Management Director Sharon F. Clark.

#### CLOSED SESSION

- A. Government Code § 54956.9(d)(4) – CONFERENCE WITH LEGAL COUNSEL – POTENTIAL LITIGATION**  
Initiation of litigation: One Matter
- B. Government Code § 54957.6 – CONFERENCE WITH LABOR NEGOTIATORS**  
Agency Designated Representative: Danielle Tellez, Human Resources Director  
Employee Organizations: American Federation of State, County and Municipal Employees (AFSCME); Police Association of Covina (PAC); Police Management Group (PMG); and Police Supervisors of Covina (PSC)
- C. Government Code § 54957.6 – CONFERENCE WITH LABOR NEGOTIATORS**  
Agency Designated Representative: Danielle Tellez, Human Resources Director

Unrepresented Employees: Mid-Management, Supervisory and Professional, and Confidential and Technical Employees; and Executive Employees (excluding the City Manager)

### **RECONVENE AND CALL TO ORDER**

Mayor Stapleton reconvened the meeting into open session at 7:30 p.m.

### **PLEDGE OF ALLEGIANCE**

Councilmember Delach led the Pledge of Allegiance.

### **INVOCATION**

Covina Police Chaplain Truax gave the invocation.

### **CLOSED SESSION REPORT**

City Attorney Lee announced that Closed Session item A had been cancelled and that for Closed Session items B and C, there was no reportable action taken and direction was given to staff.

### **PRESENTATIONS**

#### *Recognition of Junior Olympics Javelin Champion Maya Rush*

Mayor Stapleton presented Junior Olympics Champion Maya Rush with a certificate of recognition for her achievements in the Junior Olympics and other regional, state and national competitions.

#### *Adjournment in Memory*

Mayor Stapleton presented certificates commemorating Adjournment in Memory to Planning Commission Win Patterson in memory of his mother, Elaine O. Patterson, and to Casey O'Leary-Hempel in memory of her father, Jack O'Leary.

### **PUBLIC COMMENTS**

Leonard Wayne Rose, Jr. spoke about supernatural personages and occurrences, and related publications and programs.

Dora Gomez provided statistics on assistance provided by Project 2911 during Fiscal Year 2015-2016, thanked the Aim Higher and Higher Hope programs for their contributions, announced the start of a computer class on September 14, 2016, invited the community to a dinner auction on October 13, 2016, at the Covina Center for the Performing Arts, and thanked everyone for their support.

Los Angeles County Fire Department Battalion Chief Stillwagon provided a report on a commercial-structure fire on August 31, 2016, at 377 S. Citrus Avenue, noting that the cause is under investigation. Mayor Stapleton added that West Covina had also assisted.

Councilmember King requested a report about how clean-up from the fire will be accomplished. Interim City Manager Penman responded that the City has issued a notice and order to abate a dangerous building, and it is the City's understanding that the owner's intention is to demolish the site as soon as possible.

### **COUNCIL/AGENCY/AUTHORITY COMMENTS**

Councilmember King thanked firefighters and police officers for their response to August 31, 2016, fire.

Councilmember Allen thanked the Fire and Police Departments for their assistance with the fire and stated he is hopeful that the origin of the fire will be discovered quickly.

Councilmember Delach expressed sympathy to Planning Commissioner Patterson on the loss of his mother, and requested that Police Chief Raney comment on upcoming ballot measure Proposition 64 which would legalize marijuana in California.

Police Chief Raney explained that Proposition 64 would decriminalize personal use of marijuana in California but that it would still be a Federal offense; that issues include language in the proposition that does not preclude TV ads and great concern that ads will influence young people in their lifestyle choices; the biggest impact will be on roadways with another intoxicant added into society; that science has not yet determined standards to define driving under the influence of marijuana so prosecution is very difficult; that Colorado and Washington states have seen a large increase in emergency room cases of children who have accidentally ingested marijuana edibles; and summarized that passage of the Proposition would have huge impacts on quality of life in our communities, and that large amounts of capital are poised to come in and make a lot of money from our citizens and community should it pass.

Councilmember Delach stated that it is important for people to realize the effect that passage of Proposition 64 would have and that other states which have decriminalized marijuana are having big problems because of it. She announced an iTEC Communication meeting of Foothill Transit, the City of Covina, and Covina Police Department on Saturday, September 10, 2016, from 10:00 a.m. to 12:00 p.m., and requested that Council receive an update on the status of current projects going on in the City at one Council meeting each month, so that Council can update the residents.

Mayor Pro Tem Marquez encouraged participation in a 5K run benefiting the Charter Oak Education Foundation on September 18, 2016, and commented that he has been contacted by residents requesting a designated internet purchase exchange area. Police Chief Raney replied that it would be a zoning issue and would need a lot of study. Councilmember King commented that in Kentucky, a town had two parking spaces with video surveillance in front of the police station for that purpose. Mayor Stapleton responded that perhaps the City Manager can bring back ideas on the pros and cons of setting up such an area.

Mayor Stapleton commented that Autism Highway organizer Kelly Green, who has been affiliated with the City through the Chalk Festival held in Covina, is being honored at 7<sup>th</sup> annual Naturally Autistic Peoples Award Festival in Vancouver, Canada, at the end of the month and that more detail will be given at the next City Council meeting. He reported the passing of John "Jack" O-Leary, Jr., Elaine O. Patterson, retired Covina Fire Chief James H. Murphy, and Lanna

Law, and that the meeting would be adjourned in their memory, as well as in memory of the young man who was killed in the internet purchase incident. He commented on a recent Sanitation District Board Meeting and the Inter-Community Hospital Emergency Department Grand Opening; and announced that Friday, September 9, 2016, is Covina Day at the L.A. County Fair, during which Joelle Peelgren will be honored as Covina's Community Hero, and a community parade will begin at 5:00 p.m. In closing, he requested that Parks and Recreation/Library Director Hall-McGrade report on the 9-11 event being held at the Covina Library, and announced that there would also be 9-11 events at Faith Community Church on Sunday, September 11, 2016.

Parks and Recreation/Library Director Hall-McGrade announced the 9-11 Remembrance Event at Covina Library on Saturday, September 20, 2016, at 2:00 p.m., and provided additional detail.

### **CITY MANAGER COMMENTS**

Interim City Manager Penman, in response to Councilmember Delach's request, suggested that an update on current City projects be presented to Council at the second study session meeting of each month. There was a consensus of the Council to accept the schedule for the updates.

Interim City Manager Penman announced that Consent Calendar item CC 9, Authorization to Renew the Annual Leverage Camera System Maintenance Contract, would be pulled from the agenda and brought back for Council's consideration at the September 20, 2016, regular Council meeting. He requested the addition of New Business item NB 3, Resolution No. 16-7519 to Amend the FY 2017 Capital Improvement Program Budget to Increase Funding for the Pavement Preservation Program by \$153,400 for the City's Participation in the Los Angeles County Bellbrook Street, Et Al Pavement Preservation Project for Portions of Coolfield Drive, Fredkin Drive, Queenside Drive, and Edna Place to tonight's agenda, explaining that there is need for immediate action and that the necessary information came to the attention of City staff subsequent to the posting of tonight's agenda.

A motion was made by Councilmember King, seconded by Mayor Pro Tem Marquez, to make findings that there is an immediate need to take action on this item and that the need to take action came to the attention of City staff subsequent to the posting of tonight's agenda.

*Motion approved findings and addition of New Business item NB 3 as follows:*

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

### **CONSENT CALENDAR**

Councilmember Delach announced her abstention from voting on item CC 1 and noted that the study session minutes attached to the agenda item were from July 19, 2016, rather than August 16, 2016.

A motion was made by Councilmember King, seconded by Councilmember Allen, to approve Consent Calendar items CC 1 – 8 and 10 as presented.

***Motion approved Consent Calendar item CC 1 as follows:***

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

***Motion approved Consent Calendar item CC 2 – 8 and 10 as follows:***

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

- CC 1. City Council approved the Minutes of the August 16, 2016, Regular Meeting of the City Council/Successor Agency to the Covina Redevelopment Agency/Covina Public Financing Authority/Housing Authority.
- CC 2. City Council approved the payment of City demands in the amount of \$2,738,875.71.
- CC 3. Successor Agency to the Covina Redevelopment Agency approved the payment of Agency demands in the amount of \$65,379.56.
- CC 4. City Council adopted **Resolution No. 16-7516** confirming continued existence of an emergency condition for the Residual Control System at the Charter Oak Reservoir Site pursuant to Chapter 2.5 (Emergency Contracting Procedures) of the Public Contracts Code.
- CC 5. City Council waived full reading, read by title only and adopted on second reading **Ordinance No. 16-2059** entitled, “AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, AMENDING SECTIONS OF COVINA MUNICIPAL CODE CHAPTER 14 TO DELETE THE BOARD OF APPEALS AS AN ADVISORY BODY OF THE CITY.”
- CC 6. City Council waived full reading, read by title only and adopted on second reading **Ordinance No. 16-2060** entitled, “AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, AMENDING CHAPTER 17.81 OF THE COVINA MUNICIPAL CODE, TO DELETE THE HISTORIC PRESERVATION BOARD AS AN ADVISORY BODY OF THE CITY AND TRANSFER ALL DUTIES THEREOF TO THE PLANNING COMMISSION.”
- CC 7. City Council adopted **Resolution No. 16-7515** adopting an investment policy for the City’s investment portfolio for Fiscal Year 2016-2017, and Successor Agency to the Covina Redevelopment Agency adopted **Resolution No. 16-038** adopting an investment policy for the Agency’s investment portfolio for Fiscal Year 2016-2017.
- CC 8. City Council approved Professional Services Agreements with Martin & Chapman Company and City Clerk Management Services, Inc. for Election Consulting Services for the March 7, 2017, General Municipal Election; authorized the Interim City Manager to execute the agreements; and adopted **Resolution No. 16-7518** amending the Fiscal Year 2016-17 Budget by \$24,410.68 for Elections consulting and postage.

CC 10. City Council authorized the Interim City Manager to execute the Grand Avenue Rehabilitation, Arrow Highway to San Bernardino Road Project – City of Covina-County of Los Angeles Cooperative Agreement; and made a finding that the project is categorically exempt pursuant to Sections 15301(c) and 15304(b) of the California Environmental Quality Act (CEQA).

**PUBLIC HEARING** – None.

**CONTINUED BUSINESS**

CB 1. Covina Irrigating Company (CIC) Board of Directors Nominee.

The staff report was presented by Interim City Manager Penman who explained that the names of Katarina Garcia, Jack Fielding, Fran Delach and Kim Raney had been submitted for consideration as the City's nominee. He clarified that the nominee could be changed at any point in the future and that a temporary representative could also be selected. Councilmember King added Chuck Kemp, and Councilmember Delach added Win Patterson for consideration.

There was no public comment.

In response to a question from Mayor Stapleton as to proper procedure for discussion, City Attorney Lee recommended discussing candidates other than Fran Delach first, so that Councilmember Delach could participate before recusing herself from discussion on her husband's candidacy.

Councilmember Allen stated he would prefer to find out which candidates are interested before voting on a permanent nominee, and that Jack Fielding could be a place-holder while it is ascertained if the others are interested.

Mayor Stapleton received confirmation from Interim City Manager Penman that the understanding from CIC is that the nominee may be replaced at any time.

Councilmember Delach recused herself since her husband was a nominee and left the dais and Chamber.

Council discussion followed about the qualifications of various candidates, the deadline of September 15, 2016, to submit a name to CIC in order for CIC to get the proxy ballots out in time, the need for an incompatible offices analysis for the candidates, possible conflicts of interest for various candidates, the desirability of choosing a permanent nominee for stability rather than a temporary one, and the need to have a nominee who understands how the City operates.

Councilmember Allen asked Police Chief Raney if he would be interested in being the nominee. Chief Raney replied that he would be interested, but would like more information first.

A motion was made by Mayor Stapleton, seconded by Councilmember Allen to submit Kim Raney as the City's nominee for the vacancy on the Covina Irrigating Company Board of Directors. City Attorney Lee recommended clarifying if Chief Raney would accept as nominee

or only on an interim basis. Chief Raney replied that he could take a leap of faith and was willing to accept the nomination.

***Motion approved Continued Business item CB 1 as follows:***

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

Councilmember Delach returned to the dais.

**NEW BUSINESS**

NB 1. Notification of termination of HUD/LAHSAs Continuum of Care grant for the Transitional House effective FY 2017-2018.

The staff report was presented by Community Development Director Lee. There was no public comment.

Following several Council questions about funding options including reaching out to Congressman Napolitano, Community Development Director Lee replied that he will continue to research other funding sources.

A motion was made by Councilmember King, seconded by Mayor Pro Tem Marquez, to receive and file the report.

***Motion approved New Business item NB 1 as follows:***

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

NB 2. Payment to Vavrinek, Trine, Day & Co., LLP for Accounting Services Assisting with the Preparation of the Fiscal Year 2014-15 Audit and CAFR.

The staff report was presented by Finance Director Agramonte. There was no public comment.

In response to questions from Mayor Stapleton as to how to avoid this situation in the future, Finance Director Agramonte explained that she is looking at restructuring and reorganizing to accomplish all tasks in-house, and that although there is a current need for temporary staff, the cost is far less than was paid last year. Interim City Manager Penman explained that there are hold-over bills from before Finance Director Agramonte began work with the City, and that staff will be bringing back a suggestion to Council to deal with the business license program. City Attorney Lee indicated she would work with staff to determine if a contract amendment is needed for this item.

A motion was made by Councilmember King, seconded by Councilmember Allen, to approve payment of final invoice to Vavrinek, Trine, Day & Co., LLP for accounting services assisting

with the preparation of the Fiscal Year 2014-15 Audit and CAFR in the amount of \$14,820, and adopt **Resolution No. 16-7517** appropriating \$58,900 for the auditing and accounting services.

***Motion approved New Business item NB 2 as follows:***

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

NB 3. Resolution No. 16-7519 to Amend the FY 2017 Capital Improvement Program Budget to Increase Funding for the Pavement Preservation Program by \$153,400 for the City's Participation in the Los Angeles County Bellbrook Street, Et Al Pavement Preservation Project for Portions of Coolfield Drive, Fredkin Drive, Queenside Drive, and Edna Place.

The staff report was presented by Public Works Director Foster. There was no public comment.

A motion was made by Councilmember Delach, seconded by Mayor Pro Tem Marquez, to adopt **Resolution No. 16-7519** amending the FY 2017 Capital Improvement Program Budget to Increase Funding for the Pavement Preservation Program by \$153,400 for the City's Participation in the Los Angeles County Bellbrook Street, Et Al Pavement Preservation Project for Portions of Coolfield Drive, Fredkin Drive, Queenside Drive, and Edna Place.

Councilmember King requested that Public Works Director Foster ask the County if Lark Ellen Place, a private street in the County area, could be included in this project due to repeated requests from a resident on that street.

***Motion approved New Business item NB 3 as follows:***

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

**ADJOURNMENT**

Interim City Manager Penman announced that there will be an update on the Senior Center project presented at the next study session meeting and encouraged interested residents to attend.

At 8:49 p.m., the meeting of the Covina City Council/Successor Agency to the Covina Redevelopment Agency/Covina Public Financing Authority/Covina Housing Authority was adjourned in memory of Jack O'Leary, Elaine O. Patterson, James H. Murphy, Lanna Law, and the young man who was killed in the internet purchase incident to its next regular meeting of the Council/Agency/Authority scheduled for Tuesday, September 20, 2016, at 5:00 p.m. for Study Session in the Covina Library Community Room at 234 N. Second Avenue, Covina, California, 91723; and at 6:30 p.m. for closed session and 7:30 p.m. for open session inside the Council Chamber, 125 East College Street, Covina, California, 91723.

Respectfully submitted:

---

Sharon F. Clark, CMC  
Chief Deputy City Clerk

Approved this 20<sup>th</sup> day of September, 2016:

---

Kevin Stapleton, Mayor/Chair



# CITY OF COVINA

## AGENDA REPORT

ITEM NO. CC 2

**MEETING DATE:** September 20, 2016

**TITLE:** Payment of Demands

**PRESENTED BY:** Geoffrey Cobbett, City Treasurer  
Anita Agramonte, Finance Director

**RECOMMENDATION:** Approve Payment of Demands in the amount of \$2,027,200.14

**BACKGROUND:**

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

<u>DATE OF DEMANDS</u>		<u>DEMAND NUMBERS</u>	<u>AMOUNT</u>
<b>ACCOUNTS PAYABLE WARRANTS</b>			
Aug. 19 - Sept. 1, 2016	Wires/EFTs	5149-5153	\$ 14,261.68
	Checks	81343-81573	\$ 1,439,166.05
<b><u>PAYROLL</u></b>			
8/25/16			\$ 562,165.98
<b><u>VOIDS</u></b>			
		81307	\$ (1,073.50)
		81371	\$ (238.23)
<b><u>WORKERS COMPENSATION</u></b>			
Aug. 19 - Sept. 1, 2016			\$ 12,918.16
		<b>GRAND TOTAL:</b>	<b>\$ 2,027,200.14</b>

**DISCUSSION:**

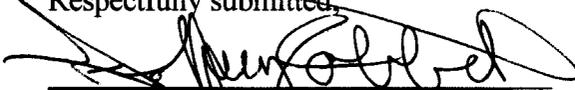
The attached reports have been reviewed by the City Treasurer and by the Finance Director.

**FISCAL IMPACT:**

Sufficient funding is available and the related costs are included in the Fiscal Year 15/16 and 16/17 Adopted Budgets.

**CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):**

Respectfully submitted,

  
 \_\_\_\_\_  
 Geoffrey Cobbett  
 City Treasurer

  
 \_\_\_\_\_  
 Anita Agramonte  
 Finance Director

**ATTACHMENTS:**

Attachment A: Check Register

CITY OF COVINA  
Check Register  
Aug. 19 - Sept. 1, 2016

Check #	Check Date	Vendor	Name	Amount
5149	8/25/16	4160	ICMA	100.00
5150	8/25/16	1405	ICMA RETIREMENT	4,813.47
5151	8/25/16	4003	MidAmerica	2,812.21
5152	8/25/16	2033	NATIONWIDE RETI	5,650.00
5153	8/25/16	4223	ZUMWALT, KRISTI	886.00
			<b>subtotal EFT/wires</b>	<b>\$14,261.68</b>
81343	8/25/16	84	AIRGAS-WEST	124.85
81344	8/25/16	84	AIRGAS-WEST	572.02
81345	8/25/16	3771	BLACK & WHITE E	9,377.35
81346	8/25/16	436	BURHENN & GEST	2,183.00
81347	8/25/16	767	COVINA DOWNTOWN	817.00
81348	8/25/16	1055	FEDEX	21.21
81349	8/25/16	1582	KNORR SYSTEMS I	288.00
81350	8/25/16	4509	Norman A Traub	2,973.88
81351	8/25/16	4201	OFFICE TEAM	2,200.00
81352	8/25/16	99999	BIENVENIDOS CHILDREN'S CENTER	200.00
81353	8/25/16	99999	DISC DOGS IN SOUTHERN CALIFORNI	200.00
81354	8/25/16	99999	WEST COVINA CHRISTIAN SCHOOL	200.00
81355	8/25/16	2317	PROSPERO PARK O	750.00
81356	8/25/16	4350	RKA Consulting	5,286.25
81357	8/25/16	2510	S & S WORLDWIDE	558.24
81358	8/25/16	2536	SAN DIEGO POLIC	1,835.56
81359	8/25/16	84	AIRGAS-WEST	456.77
81360	8/25/16	219	AT&T	2,334.50
81361	8/25/16	4475	BLUERAY MANAGEM	60,720.30
81362	8/25/16	4279	BOSS JANITORIAL	3,786.00
81363	8/25/16	753	COUNTY OF SAN B	295.00
81364	8/25/16	783	COVINA WATER	2,110.50
81365	8/25/16	878	DELTA DENTAL OF	124.46
81366	8/25/16	970	EDISON CO	6,190.59
81367	8/25/16	1055	FEDEX	18.53
81368	8/25/16	4455	FRONTIER CALIFO	629.34
81369	8/25/16	1156	GAS COMPANY, TH	365.72
81370	8/25/16	1204	GOLDEN STATE WA	57.01
81371	8/25/16	1206	GOLDEN WEST COL	347.50
81372	8/25/16	1614	LA CNTY FIRE DE	722,760.42
81373	8/25/16	1633	LACPCA	200.00
81374	8/25/16	1680	LEAGUE OF CALIF	1,218.00
81375	8/25/16	4231	MARRIOTT INTERN	678.00
81376	8/25/16	1860	MCNEILL SOUND &	302.79
81377	8/25/16	4512	Nothing Bundt C	51.00
81378	8/25/16	4201	OFFICE TEAM	1,650.00
81379	8/25/16	99999	AMBER TARDIF	754.68
81380	8/25/16	99999	ANDIE MATHESSE	290.00

CITY OF COVINA  
Check Register  
Aug. 19 - Sept. 1, 2016

81381	8/25/16	99999	ANGIE AUYEUNG	50.00
81382	8/25/16	99999	ASTRID SHAW	195.00
81383	8/25/16	99999	BERTHA SAAVEDRA	25.00
81384	8/25/16	99999	BETH SANTANA	180.00
81385	8/25/16	99999	CARMELITA MAGAT	50.00
81386	8/25/16	99999	CHIAOYUN LO	60.00
81387	8/25/16	99999	CLAUDIA MYERS	20.00
81388	8/25/16	99999	CRAIG MICHAEL	140.00
81389	8/25/16	99999	DUNG NGUYEN	90.00
81390	8/25/16	99999	ESTHER CHOE	70.00
81391	8/25/16	99999	HERB LEHMAN	25.00
81392	8/25/16	99999	INEZ PLACENCIA	67.00
81393	8/25/16	99999	IXCHEL THOMPSON	66.00
81394	8/25/16	99999	JENNIFER CURTIN	55.00
81395	8/25/16	99999	JENNIFER DO WANG	120.00
81396	8/25/16	99999	JIMMIE DIXSON	15.00
81397	8/25/16	99999	JOAN KUCHARSKI	27.00
81398	8/25/16	99999	JOCELYN CHIU	5.00
81399	8/25/16	99999	KELLY VOONG	170.00
81400	8/25/16	99999	KRISTINA LOPEZ	35.00
81401	8/25/16	99999	LAI CHAN	120.00
81402	8/25/16	99999	LINDA SWAN	19.25
81403	8/25/16	99999	MARLENE SANSUR	320.00
81404	8/25/16	99999	MARTIN GOMEZ	240.00
81405	8/25/16	99999	MICHELLE LOGAN	139.00
81406	8/25/16	99999	NORMA SALINAS	70.00
81407	8/25/16	99999	OLGA LEDERER	50.00
81408	8/25/16	99999	PATRICIA D BELL	25.00
81409	8/25/16	99999	PATRICIA SALAZAR	18.00
81410	8/25/16	99999	PATTI GEORGE	120.00
81411	8/25/16	99999	RAFAEL IXCO	380.00
81412	8/25/16	99999	RAQUEL MORALES	120.00
81413	8/25/16	99999	REGINA AFANADOR	79.20
81414	8/25/16	99999	REGINA REYES	45.00
81415	8/25/16	99999	RODNEY MAXCY	75.00
81416	8/25/16	99999	ROSEANNE VALDEZ	60.00
81417	8/25/16	99999	SARAH HYATT	55.00
81418	8/25/16	99999	TAYLOR ULRICH	75.00
81419	8/25/16	99999	VERONICA PORTILLO	110.00
81420	8/25/16	99999	YADIRA RAMOS-RASCON	200.00
81421	8/25/16	2178	PALMA, DANNY	140.00
81422	8/25/16	2436	RICHARD NIXON L	210.00
81423	8/25/16	2614	SGV CITY MANAGE	55.00
81424	8/25/16	2616	SGV COUNCIL OF	21,280.17
81425	8/25/16	2619	SGV EXAMINER	342.00

CITY OF COVINA  
Check Register  
Aug. 19 - Sept. 1, 2016

81426	8/25/16	2714	SOUTHERN CA GAS	575.00
81427	8/25/16	3950	STERICYCLE, INC	294.78
81428	8/25/16	2855	TIME WARNER CAB	2,295.00
81429	8/25/16	4513	Tony Dettore	125.00
81430	8/25/16	2966	V & V MANUFACTU	1,776.87
81431	8/25/16	4065	VERIZON BUSINES	611.03
81432	8/25/16	3001	VERIZON WIRELES	1,861.17
81433	8/25/16	4255	VOYA FINANCIAL	15.96
81434	8/25/16	3135	XO COMMUNICATIO	5,221.95
81435	8/25/16	68	AFLAC	3,976.94
81436	8/25/16	69	AFSCME	660.00
81437	8/25/16	487	CalPERS	61,335.61
81438	8/25/16	3846	CLEA	539.00
81439	8/25/16	3846	CLEA	110.25
81440	8/25/16	775	COVINA POLICE A	2,900.00
81441	8/25/16	789	COVINA-FSA, CIT	1,101.56
81442	8/25/16	878	DELTA DENTAL OF	6,955.14
81443	8/25/16	1106	FRANCHISE TAX B	400.00
81444	8/25/16	1247	GREAT WEST LIFE	3,105.10
81445	8/25/16	3795	LEGAL SHIELD	223.24
81446	8/25/16	2234	PERS	150,008.70
81447	8/25/16	2235	PERS LONG TERM	169.84
81448	8/25/16	2946	UNITED WAY OF G	17.50
81449	8/25/16	3014	VISION SERVICE	744.65
81450	8/25/16	4255	VOYA FINANCIAL	3,945.05
81451	8/25/16	3045	WASHINGTON NATI	46.10
81452	8/29/16	2958	US POSTMASTER	4,903.14
81453	9/1/16	26	ABSOLUTE SECURI	1,444.80
81454	9/1/16	125	ALLIANCE BUS LI	806.02
81455	9/1/16	255	AZUSA PLUMBING	50.69
81456	9/1/16	269	BAKER AND TAYLO	146.21
81457	9/1/16	475	CALIBER POOL AN	2,307.97
81458	9/1/16	664	CIVILTEC ENGINE	2,685.00
81459	9/1/16	720	COMPUTER SERVIC	20,562.81
81460	9/1/16	947	DUNN EDWARDS CO	379.57
81461	9/1/16	962	EAST DISTRICT S	207.00
81462	9/1/16	962	EAST DISTRICT S	7,337.50
81463	9/1/16	4338	GOKOO, ROBERT	2,583.83
81464	9/1/16	3565	GOVCONNECTION I	111.15
81465	9/1/16	1241	GRAND PRINTING	2,341.75
81466	9/1/16	1277	HAEBE, CYNTHIA	4,482.50
81467	9/1/16	1451	IRWINDALE INDUS	455.00
81468	9/1/16	3749	JCL BARRICADE C	2,310.28
81469	9/1/16	4019	KIMLEY-HORN AND	495.00
81470	9/1/16	1571	KING BOLT CO	11.45

CITY OF COVINA  
Check Register  
Aug. 19 - Sept. 1, 2016

81471	9/1/16	1589	KONE INC	179.00
81472	9/1/16	3987	KYOCERA DOCUMEN	2,080.34
81473	9/1/16	1609	LA CNTY COUNTY	920.14
81474	9/1/16	1615	LA CNTY MTA	560.00
81475	9/1/16	1707	LIEBERT CASSIDY	7,348.50
81476	9/1/16	1792	MANNING & MARDE	4,685.23
81477	9/1/16	4360	MOORE IACOFANO	5,879.18
81478	9/1/16	3843	MOSS, LEVY & HA	17,906.00
81479	9/1/16	2104	OFFICE DEPOT	322.43
81480	9/1/16	99999	R & S BODY & PAINT	144.10
81481	9/1/16	99999	CITRUS VALLEY HEALTH PARTNERS	209.22
81482	9/1/16	99999	COVINA AUTO TRIM	62.79
81483	9/1/16	99999	DESERIE BELTRAN	100.00
81484	9/1/16	99999	ENKAI INVESTMENT LLC	93.62
81485	9/1/16	99999	HUGO GUERRERO	319.99
81486	9/1/16	99999	PLATINUM COACHWORKS	64.29
81487	9/1/16	99999	PLATINUM COACHWORKS	116.88
81488	9/1/16	4481	PSOMAS	5,330.00
81489	9/1/16	4520	Public Trust Ad	3,458.77
81490	9/1/16	4101	RANCHO JANITORI	44.15
81491	9/1/16	3796	RICHARDS, WATSO	45,096.37
81492	9/1/16	4350	RKA Consulting	18,901.25
81493	9/1/16	4478	RODRIGUEZ, AUND	75.00
81494	9/1/16	2489	ROTO ROOTER SER	239.50
81495	9/1/16	2510	S & S WORLDWIDE	56.67
81496	9/1/16	3183	SOUTHERN CALIFO	645.69
81497	9/1/16	2853	THYSSENKRUPP EL	4,840.46
81498	9/1/16	2926	TYLER TECHNOLOG	3,096.62
81499	9/1/16	2954	URBAN GRAFFITI	6,000.00
81500	9/1/16	3134	XEROX CORPORATI	347.72
81501	9/1/16	26	ABSOLUTE SECURI	12,903.00
81502	9/1/16	52	ADVANCED GRAPHI	6.75
81503	9/1/16	58	ADVANTAGE	4,946.30
81504	9/1/16	74	AGI ACADEMY	112.04
81505	9/1/16	91	ALAS, NINA	87.50
81506	9/1/16	145	AMC THEATRE	550.00
81507	9/1/16	4117	ARTISTIC RECONS	253.75
81508	9/1/16	219	AT&T	19.06
81509	9/1/16	220	AT&T LONG DISTA	39.48
81510	9/1/16	4307	BROADSPEC INC	30,000.00
81511	9/1/16	423	BRUNSWICK COVIN	72.19
81512	9/1/16	437	BURRO CANYON EN	110.00
81513	9/1/16	487	CaIPERS	350.00
81514	9/1/16	600	CERTIFIED UNDER	254.35
81515	9/1/16	4320	CHALLENGER SPOR	1,673.10

CITY OF COVINA  
Check Register  
Aug. 19 - Sept. 1, 2016

81516	9/1/16	617	CHARTER OAK GYM	2,239.26
81517	9/1/16	649	CINTAS CORP #69	187.27
81518	9/1/16	710	COMMUNICATIONS	118.25
81519	9/1/16	3235	COOK, SHAWNA	348.67
81520	9/1/16	783	COVINA WATER	61.06
81521	9/1/16	799	CRAIG'S CPR&FIR	70.00
81522	9/1/16	3982	CUGNO, CAROL A	366.00
81523	9/1/16	970	EDISON CO	58,957.02
81524	9/1/16	4124	FACILITYDUDE.CO	9,924.39
81525	9/1/16	1055	FEDEX	69.64
81526	9/1/16	4455	FRONTIER CALIFO	399.24
81527	9/1/16	4483	GARRISON, DALE	178.50
81528	9/1/16	1156	GAS COMPANY, TH	18.52
81529	9/1/16	1235	GRAINGER	317.01
81530	9/1/16	1241	GRAND PRINTING	963.55
81531	9/1/16	1410	IIMC	195.00
81532	9/1/16	1429	INLAND EMPIRE S	735.50
81533	9/1/16	3654	JEREMIAH DONOVA	89.70
81534	9/1/16	1589	KONE INC	358.00
81535	9/1/16	1603	LA CNTY	1,471.00
81536	9/1/16	3190	LAYNE, JONATHAN	155.75
81537	9/1/16	1691	LEVEL 3 COMMUNI	1,172.30
81538	9/1/16	1694	LEWIS ENGRAVING	21.80
81539	9/1/16	1754	LOWE'S COMPANIE	283.40
81540	9/1/16	4212	MALETZ, CHRISTI	358.40
81541	9/1/16	3932	MAR, ARLENE D.	72.80
81542	9/1/16	4089	MEASOM, DEVIN T	185.10
81543	9/1/16	1867	MEDINA, FRANK	172.41
81544	9/1/16	4484	MERCADO, JESSIC	828.50
81545	9/1/16	1933	MISSION LINEN S	17.16
81546	9/1/16	1997	MSNOC INC	1,128.12
81547	9/1/16	3718	NADENE VALDEZ	175.00
81548	9/1/16	4362	O'NEIL VENTURES	875.00
81549	9/1/16	2189	PARADA, MIGUEL	513.07
81550	9/1/16	3656	PLAY-WELL TEKNO	2,310.00
81551	9/1/16	4213	PRISK, JOSHUA	100.80
81552	9/1/16	2415	REPUBLIC MASTER	348.63
81553	9/1/16	3655	ROBERT WONG	112.70
81554	9/1/16	4505	SAN ANTONIO WIN	621.86
81555	9/1/16	2607	SERESINGHE, AJI	2,365.96
81556	9/1/16	2612	SEVOLD, CHERYL	49.02
81557	9/1/16	4486	SHIELD FITNESS,	52.50
81558	9/1/16	2705	SOUTH COAST AQM	124.35
81559	9/1/16	2744	STATE DISBURSEM	366.00
81560	9/1/16	2787	SUTMAN, WILLIAM	333.20

CITY OF COVINA  
 Check Register  
 Aug. 19 - Sept. 1, 2016

81561	9/1/16	2790	SWANK MOTION PI	403.00
81562	9/1/16	2802	TACO BELL	291.00
81563	9/1/16	2818	TAVANNA	54.40
81564	9/1/16	2846	THOMAS, TERRI	263.00
81565	9/1/16	2855	TIME WARNER CAB	1,761.48
81566	9/1/16	2903	TRI-XECUTEX COR	80.00
81567	9/1/16	2901	TRIFYTT SPORTS	513.00
81568	9/1/16	2958	US POSTMASTER	1,571.03
81569	9/1/16	3234	VELARDE-KUBANIK	511.00
81570	9/1/16	3001	VERIZON WIRELES	811.04
81571	9/1/16	3187	WAGONER, PAMELA	252.05
81572	9/1/16	3037	WALMART	900.00
81573	9/1/16	3102	WILLDAN FINANCI	64.01

<i>subtotal checks</i>	<b>\$ 1,439,166.05</b>
<i>subtotal payroll</i>	<b>\$ 562,165.98</b>
<i>subtotal voids (prior to current mo.)</i>	<b>\$ (1,311.73)</b>
<i>subtotal workers' compensation</i>	<b>\$ 12,918.16</b>

<b>TOTAL checks/EFTs</b>	<b>\$2,027,200.14</b>
--------------------------	-----------------------

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

I, Anita Agramonte, being first duly sworn, declare that I am the 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 8/19-09/01/16; payroll for 8/25/16; workers' compensation and voids for 8/19-09/01/16; know the contents thereof, and do certify as to the accuracy of the attached demands and the availability of funds for their payment pursuant to the Government Code Section 37202.



---

Anita Agramonte  
Finance Director



**SUCCESSOR AGENCY TO THE  
COVINA REDEVELOPMENT AGENCY  
AGENDA REPORT**

ITEM NO. CC 3

**MEETING DATE:** September 20, 2016

**TITLE:** Payment of Demands

**PRESENTED BY:** Geoffrey Cobbett, City Treasurer  
Anita Agramonte, Finance Director

**RECOMMENDATION:** Approve Payment of Demands in the amount of \$58,294.45

**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>
Aug. 19 - Sept. 01, 2016	1363-1368	\$50,693.31
<u>VOIDS</u>		\$0.00
<u>PAYROLL</u> 8/25/16		\$7,601.14
	<b>GRAND TOTAL:</b>	<b>\$58,294.45</b>

**DISCUSSION:**

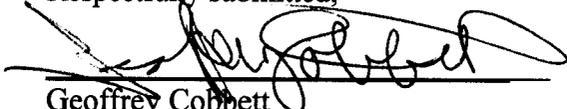
The attached reports have been reviewed by the City Treasurer and by the Finance Director.

**FISCAL IMPACT:**

Sufficient funding is available and the related costs are included in the Fiscal Years 15/16 and 16/17 Adopted Budgets.

**CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):**

Respectfully submitted,

  
\_\_\_\_\_  
Geoffrey Cobbett  
City Treasurer

  
\_\_\_\_\_  
Anita Agramonte  
Finance Director

**ATTACHMENTS:**

Attachment A: Check Register

SUCCESSOR AGENCY TO THE  
 COVINA REDEVELOPMENT AGENCY  
 Check Register  
 Aug. 19 - Sept. 1, 2016

Check #	Check Date	Vendor	Name	Amount
1363	8/29/16	254	AZUSA LIGHT & W	100.41
1364	8/29/16	896	DH MAINTENANCE	95.00
1365	8/29/16	970	EDISON CO	382.96
1366	8/29/16	4455	FRONTIER CALIFO	82.16
1367	8/29/16	2452	RJS FINANCIAL	49,840.00
1368	8/29/16	3135	XO COMMUNICATIO	192.78
<i>subtotal checks</i>				<b>\$50,693.31</b>
<i>subtotal voids</i>				<b>\$0.00</b>
<i>subtotal payroll</i>				<b>\$7,601.14</b>
<b>TOTAL CHECKS/EFT's</b>				<b>\$58,294.45</b>

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

I, Anita Agramonte, first duly sworn, declare that I am the 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 and voids for 8/19-09/01/16 and payroll for 8/25/16; know the contents thereof, and do certify as to the accuracy of the attached demands and the availability of funds for their payment pursuant to the Government Code Section 37202.

  
\_\_\_\_\_  
Anita Agramonte  
Finance Director

**THIS PAGE LEFT INTENTIONALLY BLANK**



# CITY OF COVINA

## AGENDA REPORT

ITEM NO. CC 4

**MEETING DATE:** September 20, 2016

**TITLE:** City Council to Adopt **Resolution No. 16-7522** Confirming Continued Existence of an Emergency Condition for the Residual Control System at the Charter Oak Reservoir Site Pursuant to Chapter 2.5 (Emergency Contracting Procedures) of the Public Contracts Code

**PRESENTED BY:** Siobhan Foster, Director of Public Works

**RECOMMENDATION:** Adoption of Resolution No. 16-7522 confirming continued existence of an emergency condition for the Residual Control System at the Charter Oak Reservoir Site Pursuant to Chapter 2.5 (Emergency Contracting Procedures) of the Public Contracts Code

### **BACKGROUND:**

The Charter Oak site consists of four, above-ground reservoirs each with a 3 million gallon (MG) capacity. The Charter Oak site supplies Water Zone 1 and Water Zone 2 via the Charter Oak Booster Pump Station. Water Zone 1 is the largest zone, encompassing the low elevation area that occupies the west and central portion of the City's water system. The northern and eastern portions of the system comprise Water Zone 2.

Name	Material	Year Constructed	Capacity (MG)
Charter Oak Reservoir 1	Concrete	1954	3.0
Charter Oak Reservoir 2	Steel	1957	3.0
Charter Oak Reservoir 3	Steel	1964	3.0
Charter Oak Reservoir 4	Concrete	2014	3.0

As the City of Covina does not pump its own water, the City relies on water from Covina Irrigating Company (CIC) and the Metropolitan Water District of Southern California (MWD) through the Three Valleys Municipal Water District (TVMWD). CIC's water comes predominantly from the San Gabriel River and Main San Gabriel Valley Groundwater Basin. Water from CIC enters at two points in the City's water system. There is a connection at Cypress Reservoir, which is 3000 gallons per minute (gpm), and another at Forestdale Reservoir at 4000 gpm.

The City also has a connection with TVMWD, which treats water from the Metropolitan Water District of Southern California (MWD). The connection is located at the Charter Oak site with an 8,980 gpm capacity. MWD's primary source of water in this area is the Colorado River. Currently, however, MWD is receiving water from the State Water Project system. The City operates this connection during periods of high demand.

The City's water suppliers, CIC and MWD, both use chloramines for disinfection purposes. MWD has used chloramines since 1984, as this disinfection method endures well and provides longer-lasting disinfection to water that travels long distances to its multiple water purveyors. CIC began using chloramines on May 4, 2015, when it implemented ultra-violet treatment at the William B. Temple Water Treatment Plant No 1. The State Water Resources Control Board, Division of Drinking Water (SWRCB) was insistent that CIC use chloramines for disinfection purposes to be compatible with MWD water. Prior to May 2015, CIC used free chlorine as a disinfectant and since Covina's water supply would typically be a blend of CIC and MWD water, a blended combination of chlorine and chloramines would have been present in the City's water supply in varying quantities depending on the mix of water in the City's distribution system at any given time.

The City of Covina is required to test for all regulated contaminants in its water system including bacteriological quality and disinfectant residual at water-sampling stations throughout the system. The City collects and analyzes approximately 50 water samples each month.

Since Covina's water suppliers began supplying the City with chloramine-only treated water in May 2015, the City has been mindful that the water system may experience nitrification in its water supply since nitrites are a byproduct of chloramines. Nitrification can degrade a distribution system's water quality and negatively affect regulatory compliance and lead to health and safety concerns if not properly managed. Once nitrification has started, it can be difficult to control. A key symptom of nitrification may be the decrease of chloramine residual as it travels through the distribution system. Given the potential for serious water quality, health, and safety concerns that may result from nitrification, it is imperative to prevent nitrification from occurring in the first place, or barring that, promptly remediate nitrification as soon as it is discovered.

Nitrification usually occurs when water temperatures are warmer and water usage is low. To mitigate the possibility of nitrification, the City seeks to cycle water in the reservoir tanks, reduce the age of the water stored by keeping water moving through the system, and reducing the volume of water stored in reservoirs during extended periods of low water demand.

Understanding that nitrification may occur at any time when chloramines are used to treat water, the Department of Public Works recommended the implementation of a residual control system (RCS), including a chemical feed system, water quality station, and smart controller, as a longer-term strategy at the City's largest reservoir, the Charter Oak site.

On August 16, 2016, the City Council adopted Resolution No. 16-7508 for the RCS at the Charter Oak Reservoir Site Emergency Project, declaring that the public interest and necessity demand the immediate expenditure of public money and completion of certain work without competitive bidding to safeguard life, health, or property pursuant to Chapter 2.5 (Emergency Contracting Procedures) of the Public Contracts Code and authorizing the City Manager to execute all necessary contracts and documents with qualified contractors and vendors to respond to the emergency condition at the Charter Oak Reservoir Site.

On September 6, 2016, the City Council adopted Resolution No. 16-7516 confirming the continued existence of an emergency condition for the Residual Control System at the Charter Oak Reservoir Site Pursuant to Chapter 2.5 (Emergency Contracting Procedures) of the Public Contracts Code.

Public Contracts Code Section 22050 requires a governing body that takes action pursuant to subdivision (a) of that Section to review the Emergency action at its next regularly scheduled meeting, and by four-fifths vote, determine that there is a need to continue the action. Adoption of Resolution No. 16-7522 will confirm the continued existence of an emergency condition for the RCS at the Charter Oak Reservoir Site pursuant to Chapter 2.5 (Emergency Contracting Procedures) of the Public Contracts Code.

**DISCUSSION:**

The City Council’s adoption of Resolution No. 16-7508 on August 16, 2016 made the findings needed to allow the City Manager to immediately retain the services necessary for the RCS at the Charter Oak Reservoir Site, pursuant to the Public Contracts Code Sections 20168 and 22050. The City retained services without competitive bidding, with Doane and Hartwig Water Systems, Inc. to provide an RCS System, which includes the Chemical Feed System, Water Quality Station, and Smart Controller, and Control Automation Design, Inc. to complete the configuration and installation of the SCADA system.

On August 23, 2016, Public Works staff met with CIC and James Ko, Associate Sanitary Engineer, from the State Water Resources Control Board, Division of Drinking Water to discuss the operational treatment methods for mitigating the symptoms of nitrification, documentation requested, ongoing monitoring, and the RCS project. Direction was provided that the City should continue with the RCS project and provide regular feedback to James Ko for the duration of the project. On September 20, 2016, James Ko will meet again with City and CIC representatives to reassess the ongoing operational treatment methods for mitigating the symptoms of nitrification and receive an RCS project update.

The tentative project schedule is outlined below with project completion expected by the end of January 2017. The process of obtaining accurate insurance information from the Contractor, which fulfilled City requirements, delayed the project completion date.

August 2016	September 2016	October 2016	November 2016	December 2016	January 2017
Purchase RCS	██████████				
Fabrication and installation of RCS System and related equipment	████████████████████				
RCS Start-up and training				██████████	
SCADA installation					██████████
SCADA monitoring					██████████

RCS technology is a proven methodology that has been used by several local municipalities to mitigate symptoms of nitrification in their water systems. RCS technology coupled with operational methods, such as regularly circulating the water in the Charter Oak reservoirs, are best management practices (BMPs) for mitigating the symptoms of nitrification. The combination of technological and operational treatment methods in a timely manner is necessary to safeguard the City’s water supply.

Pursuant to Public Contracts Code Section 22050, the Interim City Manager, through the Department of Public Works, will provide project updates at every regularly scheduled City Council meeting until the emergency project is completed.

**FISCAL IMPACT:**

The estimated fiscal impact associated with the Charter Oak Reservoir Site – Residual Control System Project is approximately \$163,000. Sufficient funding for the proposed project is available in the Department of Public Works, Water Capital Improvement budget (Account No. 6011-5080-55410). The following table represents a summary of the proposed project:

RCS	\$126,000
SCADA Programming/Interface	\$25,000
Contingency Allowance	\$10,000
Contract Administration/Inspection	\$2,000
Estimated Total	\$163,000

The proposed project has no General Fund impact.

**CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):**

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

Respectfully submitted,



\_\_\_\_\_  
Siobhan Foster  
Director of Public Works

**ATTACHMENTS:**

Attachment A: Resolution 16-7522

**RESOLUTION NO. 16-7522**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, CONFIRMING THE CONTINUED EXISTENCE OF AN EMERGENCY CONDITION FOR THE RESIDUAL CONTROL SYSTEM AT THE CHARTER OAK RESERVOIR SITE EMERGENCY PROJECT, PURSUANT TO SECTION 22050 OF THE CALIFORNIA PUBLIC CONTRACT CODE**

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

**WHEREAS**, the City endeavors to provide safe and reliable public facilities for public use; and

**WHEREAS**, from time-to-time City facilities will experience unexpected failure, stress, or damage in the course of routine operations; and

**WHEREAS**, the resolution of any unexpected failure, stress, or damage may occur at times when the competitive bidding process is not possible in order to bring a swift resolution to the interruption of regular services, requiring that the City contract with vendors who are most readily and reasonably available to address the urgent situation; and

**WHEREAS**, The City of Covina has identified that the Charter Oak Reservoir Site, which includes four (4) reservoirs, is in need of immediate action. Since Covina’s water suppliers began supplying the City with chloramine-only treated water in May 2015, the City has been mindful that the water system may experience nitrification in its water supply since nitrites are a byproduct of chloramines. In mid-July 2016, due in part to a series of field tests performed by Covina Irrigating Company (CIC), the City became aware that the Charter Oak reservoirs are experiencing symptoms of nitrification, which require immediate action as nitrification can degrade a distribution system’s water quality and negatively affect regulatory compliance, leading to potential health and safety concerns. Residual Control System (RCS) technology coupled with operational methods, such as regularly circulating the water in the Charter Oak reservoirs, are best management practices (BMPs) for mitigating the symptoms of nitrification. The combination of technological and operational treatment methods in a timely manner is necessary to safeguard the City’s water supply. As a result, the Department of Public Works recommends the immediate procurement and implementation of an RCS system at the Charter Oak site as an emergency action, including the chemical feed system, water quality station, and smart controller; and

**WHEREAS**, on August 16, 2016, the Covina City Council adopted Resolution No. 16-7508 declaring an emergency condition and declaring that the public interest and necessity requires certain work to be performed without competitive bidding pursuant to California Public Contract Code Sections 20168 and 22050; and

**WHEREAS**, under Section 22050 of the California Public Contract Code “ a public agency pursuant to a four-fifths vote of its governing body may repair or replace a public facility, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts;” and

**WHEREAS**, the City Manager immediately retained the services necessary to remediate the Charter Oak Reservoir Site, without competitive bidding, including Doane and Hartwig Water Systems, Inc. to provide an RCS System, which includes the Chemical Feed System, Water Quality Station, and Smart Controller, and Control Automation Design, Inc. to complete the configuration and installation of the SCADA system; and

**WHEREAS**, the schedule for the RCS at the Charter Oak Reservoir Site Emergency Project runs tentatively from mid-August 2016 through project completion estimated to occur by the end of January 2017; and

**WHEREAS**, on September 6, 2016 the Covina City Council adopted Resolution No. 16-7516 confirming the continued existence of an emergency condition for the RCS at the Charter Oak Reservoir Site pursuant to Chapter 2.5 (Emergency Contracting Procedures) of the Public Contracts Code; and

**WHEREAS**, California Public Contract Code Section 22050, subdivision (c) provides that “If the governing body orders any action specified in subdivision (a), the governing body shall review the emergency action at its next regularly scheduled meeting and ...at every regularly scheduled meeting thereafter until the action is terminated, to determine, by a four-fifths vote, and there is a need to continue the action;” and

**WHEREAS**, Resolution No. 16-7522 constitutes action specified in subdivision (a) of California Public Contract Code Section 22050; and

**WHEREAS**, the RCS at the Charter Oak Site Emergency Project is ongoing.

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

**SECTION 1.** The City Council hereby reviews the emergency action approved in City Council Resolution No. 16-7508 for the Charter Oak Reservoir Site – Residual Control System pursuant to California Public Contract Code Section 22050.

**SECTION 2.** The City Council hereby determines that the emergency action for the Charter Oak Reservoir Site – Residual Control System needs to continue through project completion estimated to occur by the end of January 2017 in order to respond to the emergency pursuant to California Contract Code Section 22050.

**SECTION 3.** Such action shall be reviewed by the City Council at subsequent regular meetings to determine whether there is a need to further continue the action.

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

**APPROVED and PASSED** this \_\_\_ day of \_\_\_\_\_, 20\_\_.

City of Covina, California

BY: \_\_\_\_\_  
KEVIN STAPLETON, Mayor

ATTEST:

\_\_\_\_\_  
SHARON F. CLARK, Chief Deputy City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
CANDICE K. LEE, City Attorney

**CERTIFICATION**

I, Sharon F. Clark, Chief Deputy City Clerk of the City of Covina, do hereby certify that Resolution No. 16-7522 was duly adopted by the City Council of the City of Covina at a regular meeting held on the \_\_\_ day of \_\_\_\_\_, 20 \_\_, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

Dated:

\_\_\_\_\_  
SHARON F. CLARK, Chief Deputy City Clerk

**THIS PAGE LEFT INTENTIONALLY BLANK**



# CITY OF COVINA

## AGENDA REPORT

ITEM NO. CC 5

**MEETING DATE:** September 20, 2016

**TITLE:** 2016 Conflict of Interest Code Biennial Update

**PRESENTED BY:** Sharon Clark, Chief Deputy City Clerk/Records Management Director

**RECOMMENDATION:** Adopt **Resolution No. 16-7523** entitled, “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, AMENDING THE CITY OF COVINA CONFLICT OF INTEREST CODE AND RESCINDING RESOLUTION NO. 14-7280.”

**BACKGROUND:**

Under the Political Reform Act, all public agencies are required to adopt a conflict of interest code designating positions required to file Statements of Economic Interests (Form 700), and assigning disclosure categories specifying the types of interests to be reported. The Form 700 is a public document intended to inform public officials and members of the public about the types of financial interests that may create conflicts of interests. The conflict of interest code must be reviewed every two years to determine if it is accurate and up-to-date, or if it needs to be amended. The Political Reform Act requires the 2016 Conflict of Interest Code Biennial Notice to be filed with the agency’s code-reviewing body by October 3, 2016. Said notice is attached as Attachment A.

**DISCUSSION:**

In accordance with GC §87306.5, a review has been conducted of the City’s Conflict of Interest Code applicable to the City Council, the Successor Agency to the Covina Redevelopment Agency, the Covina Public Financing Agency and the Covina Housing Authority.

On June 7, 2016, the Chief Deputy City Clerk distributed the 2014 Local Biennial Notice form to the Department Directors for review. Upon discussion and review it was determined that changes to the City’s current Conflict of Interest Code are necessary. It is therefore required that the City amend its Conflict of Interest Code to reflect its current structure. These changes are shown in the red line version of the current code (Attachment B) for City Council consideration. Following is a breakdown of each amendment with a brief explanation for the change:

POSITION	DISCLOSURE CATEGORY	EXPLANATION OF CHANGE
Accounting Supervisor	N/A	Delete designated position. Position has been deleted from the City’s classification plan.
Assistant Public Works Director	2, 3, 5	Rename designated position. Wording re-ordered to match position title.

<b>POSITION</b>	<b>DISCLOSURE CATEGORY</b>	<b>EXPLANATION OF CHANGE</b>
Community Resources Coordinator	N/A	Delete designated position. Position has been deleted from the City's classification plan.
Community Resources Specialist	N/A	Delete designated position. It has been determined that this position does not have decision-making potential which would require reporting.
Library Circulation Supervisor	N/A	Delete designated position. This position is currently vacant and is scheduled for deletion from the classification plan.
Management Analyst (Parks & Recreation/Library)	1	Amend disclosure category for designated position. Disclosure Category changed from 4 to 1.
Management Analyst (Public Works)	5	Amend disclosure category for designated position. Disclosure Category changed from 4 to 5.
Director of Parks & Recreation and Library Services	1	Rename designated position and amend disclosure categories for designated position. Title updated from "Director of Library Services" and change of Disclosure Category from 2, 3, and 5 to 1.
Parks & Recreation Manager	1	Amend disclosure category for designated position. Disclosure Category changed from 5 to 1.
Police Records Supervisor	N/A	Delete designated position. It has been determined that this position does not have decision-making potential which would require reporting.
Printing and Central Services Specialist	N/A	Delete designated position. Position has been deleted from the City's classification plan.
Public Safety Communications Supervisor	N/A	Delete designated position. It has been determined that this position does not have decision-making potential which would require reporting.
Public Works Superintendent	N/A	Delete designated position. This position was consolidated under the title of Public Works Manager.
Recreation Services Supervisor	5	Rename designated position. "Services" added to title to correspond with classification title.
Senior Building Inspector	5,6	Rename designated position. "General" was removed from the title to correspond with the classification title.
Water Foreman	5	Amend disclosure category for designated position. Disclosure Category changed from 3, 5 to 5.
Cultural Arts Advisory Commission	N/A	Delete designated position. Title removed per Resolution No. 16-7505.

POSITION	DISCLOSURE CATEGORY	EXPLANATION OF CHANGE
Finance Advisory Commission	1,2	Rename designated position. Title wording changed from "Committee" to "Commission."
Historic Preservation Board	N/A	Delete designated position. Deleted per Ordinance No. 16-2060.
Library Board of Trustees	1,2	Rename designated position. Title corrected from "Public Library Board."
Parks and Recreation Commission	1, 2	Add designated position and disclosure category. Added as an advisory body of the City per Resolution No. 16-7505.
Traffic Advisory Commission	1, 2	Add designated position and disclosure categories. Reinstated as an advisory body of the City per Resolution No. 16-7505.

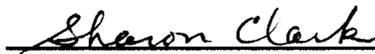
**FISCAL IMPACT:**

None.

**CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):**

N/A.

Respectfully submitted,



Sharon Clark  
Chief Deputy City Clerk

**ATTACHMENTS:**

- Attachment A: 2016 Conflict of Interest Code Biennial Notice
- Attachment B: Redline 2014 Conflict of Interest Code
- Attachment C: Resolution No. 16-7523

## 2016 Local Agency Biennial Notice

Name of Agency: City of Covina

Mailing Address: 125 E. College Street

Contact Person: Sharon Clark, Chief Deputy City Clerk Phone No. (626) 384-5430

Email: sclark@covina.ca.gov

Alternate Email: \_\_\_\_\_

**Accurate disclosure is essential to monitor whether officials have conflicts of interest and to help ensure public trust in government. The biennial review examines current programs to ensure that the agency's code includes disclosure by those agency officials who make or participate in making governmental decisions.**

This agency has reviewed its conflict of interest code and has determined that (*check one BOX*):

**An amendment is required. The following amendments are necessary:**

(*Check all that apply.*)

- Include new positions
- Revise disclosure categories
- Revise the titles of existing positions
- Delete titles of positions that have been abolished and/or positions that no longer make or participate in making governmental decisions
- Other (*describe*) \_\_\_\_\_

**The code is currently under review by the code reviewing body.**

**No amendment is required.** (If your code is over five years old, amendments may be necessary.)

---

### Verification (to be completed if no amendment is required)

*This agency's code accurately designates all positions that make or participate in the making of governmental decisions. The disclosure assigned to those positions accurately requires that all investments, business positions, interests in real property, and sources of income that may foreseeably be affected materially by the decisions made by those holding designated positions are reported. The code includes all other provisions required by Government Code Section 87302.*

\_\_\_\_\_  
*Signature of Chief Executive Officer*

\_\_\_\_\_  
*Date*

All agencies must complete and return this notice regardless of how recently your code was approved or amended. Please return this notice no later than **October 3, 2016**, or by the date specified by your agency, if earlier, to:

(PLACE RETURN ADDRESS OF CODE REVIEWING BODY HERE)

**PLEASE DO NOT RETURN THIS FORM TO THE FPPC.**

**CONFLICT OF INTEREST CODE**  
**OF THE**  
**CITY OF COVINA**

# CONFLICT OF INTEREST CODE OF THE CITY OF COVINA

(Amended September 16, 2014)

The Political Reform Act (Gov. Code § 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code of Regs. § 18730) that contains the terms of a standard conflict of interest code which can be incorporated by reference in an agency's code. After public notice and hearing Section 18730 may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This incorporation page, Regulation 18730, and the attached Appendix designating positions and establishing disclosure categories, shall constitute the conflict of interest code of the **City of Covina (the "City")**.

All officials and designated positions required to submit a statement of economic interests shall file their statements with the **Chief Deputy City Clerk** as the City's Filing Officer. The **Chief Deputy City Clerk** shall make and retain a copy of all statements filed by the Mayor, Members of the City Council and Planning Commission, the City Treasurer, City Attorney, and City Manager, and forward the originals of such statements to the Fair Political Practices Commission. The **Chief Deputy City Clerk** shall retain the originals of the statements filed by all other officials and designated positions and will make all statements available for public inspection and reproduction during regular business hours (Gov. Code Section 81008).

**APPENDIX**

**CONFLICT OF INTEREST CODE**

**OF THE**

**CITY OF COVINA**

**(Amended September 16, 2014)**

**PART “A”**

The Mayor, Members of the City Council and Planning Commission, the City Manager, the City Attorney, the City Treasurer, and all other City Officials who manage public investments as defined by 2 Cal. Code of Regs. § ~~18701(b)~~18700.3(b), are NOT subject to the City’s Code but must file disclosure statements under Government Code Section 87200 et seq. [Regs. § 18730(b)(3)]

**OFFICIALS WHO MANAGE PUBLIC INVESTMENTS**

It has been determined that the positions listed below are Other City Officials who manage public investments<sup>1</sup>.

These positions are listed here for informational purposes only:

Finance Director

Financial Consultant

---

<sup>1</sup> Individuals holding one of the above-listed positions may contact the Fair Political Practices Commission for assistance or written advice regarding their filing obligations if they believe that their position has been categorized incorrectly. The Fair Political Practices Commission makes the final determination whether a position is covered by § 87200.

**DESIGNATED POSITIONS**

**GOVERNED BY THE CONFLICT OF INTEREST CODE**

<b><u>DESIGNATED POSITIONS'</u></b> <b><u>TITLE OR FUNCTION</u></b>	<b><u>DISCLOSURE CATEGORIES</u></b> <b><u>ASSIGNED</u></b>
<del>Accounting Supervisor</del>	4
Assistant City Manager	1, 2
Assistant Civil Engineer	5, 6
Assistant <del>Director of</del> Public Works <del>Director</del>	2, 3, 5
Assistant Planner	2, 6
Assistant to the City Manager	1, 2
Associate Civil Engineer	2, 3, 5, 6
Associate Planner	1,2
Building Official	5, 6
Business License Technician	5, 6
Chief Deputy City Clerk	5
City Attorney (not filing under GC 87200)	1, 2
City Clerk	5
City Engineer	1, 2
City Planner	1,2
Community Relations Supervisor	5
<del>Community Resources Coordinator</del>	5
<del>Community Resources Specialist</del>	5
Community Services Supervisor	5
Construction Inspector I/II	6
Deputy Building Official	5, 6
Deputy City Clerk	5
Director of Community Development	1, 2
<del>Director of Library Services</del>	5
Environmental Services Analyst	5

**DESIGNATED POSITIONS'**  
**TITLE OR FUNCTION**

**DISCLOSURE CATEGORIES**  
**ASSIGNED**

Environmental Services Manager	5
Equipment Foreman	5
Equipment Maintenance Supervisor	5
Finance Manager	4
General Building Inspector I/II	6
Human Resources Analyst	5
Human Resources Director	5
Information Technology Coordinator	5
Information Technology Services Manager	5
<del>Library Circulation Supervisor</del>	<del>5</del>
Library Services Supervisor	5
Literacy Program Coordinator	5
Management Analyst (Parks & Recreation/Library)	4 1
Management Analyst (Public Works)	5
Director of Parks & Recreation <del>Director</del> and Library Services	2, 3, 5 1
Parks & Recreation Manager	5 1
Parks Foreman	5
Parks Maintenance Supervisor	5
Plan Checker	6
Police Captain	5
Police Chief	5
Police Lieutenant	5
<del>Police Records Supervisor</del>	<del>5</del>
<del>Printing and Central Services Specialist</del>	<del>5</del>
<del>Public Safety Communications Supervisor</del>	<del>5</del>
Public Works Director	1, 2
Public Works Manager	5

**DESIGNATED POSITIONS'**  
**TITLE OR FUNCTION**

**DISCLOSURE CATEGORIES**  
**ASSIGNED**

<del>Public Works Superintendent</del>	<del>5</del>
Recreation Coordinator	5
Recreation <del>Services</del> Supervisor	5
Risk Manager	5
Senior Equipment Mechanic	5
Senior <del>General</del> Building Inspector	5, 6
Senior Housing/CDBG Development Manager	2, 3, 5
Senior Human Resources Analyst	5
Senior IT Coordinator	5
Senior Management Analyst	4
Senior Planner	1, 2
Street Maintenance Foreman	5
Water Foreman	<del>3</del> , 5
Water Services Supervisor	5

**MEMBERS OF BOARDS AND COMMISSIONS**

<del>Cultural Arts Advisory Commission</del>	<del>5</del>
Finance Advisory <del>Committee</del> Commission	1, 2
<del>Historic Preservation Board</del>	<del>1, 2</del>
Oversight Board to Successor Agency	1, 2
Parking Place Commission	1, 2
<del>Public</del> -Library Board of Trustees	1, 2
Successor Agency	1, 2
Parks & Recreation Commission	5
Traffic Advisory Commission	?

Consultants and New Positions<sup>2</sup>

<sup>2</sup> Individuals providing services as a consultant as defined in Regulation ~~4870418700.3~~ or in a new position created since this Code was last approved that makes or participates in making decisions shall

**DESIGNATED POSITIONS'**  
**TITLE OR FUNCTION**

**DISCLOSURE CATEGORIES**  
**ASSIGNED**

---

disclose pursuant to the broadest disclosure category set forth in this Code subject to the following limitation:

The City Manager may determine that, due to the range of duties or contractual obligations, it is more appropriate to designate a limited disclosure requirement. A clear explanation of the duties and a statement of the extent of the disclosure requirements must be in a written document. (Gov. Code Sec. 82019; FPPC Regulations 18219 and 18734)s 18219 and 18734). The City Manager's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code. (Gov. Code Sec. 81008).

APP. A-5

*BBK – September 2014*

## **PART “B”**

### **DISCLOSURE CATEGORIES**

The disclosure categories listed below identify the types of economic interests that the designated position must disclose for each disclosure category to which he or she is assigned.<sup>3</sup> Such economic interests are reportable if they are either located in or doing business in the jurisdiction, are planning to do business in the jurisdiction, or have done business during the previous two years in the jurisdiction of the City.

Category 1: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that are located in, do business in, or own real property within the jurisdiction of the City.

Category 2: All interests in real property which is located in whole or in part within, or not more than two (2) miles outside the jurisdiction of the City.

Category 3: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that are engaged in land development, construction, or the acquisition or sale of real property within the jurisdiction of the City.

Category 4: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that provide services, products, materials, machinery, vehicles or equipment of a type purchased or leased by the City.

Category 5: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that provide services, products, materials, machinery, vehicles or equipment of a type purchased or leased by the designated position's department, unit or division.

Category 6: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that are subject to the regulatory, permit, or licensing authority of the designated position's department, unit or division.

---

<sup>3</sup> This Conflict of Interest Code does not require the reporting of gifts from outside this agency's jurisdiction if the source does not have some connection with or bearing upon the functions of the position. (Reg. 18730.1)

**RESOLUTION NO. 16-7523**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, AMENDING THE CITY OF COVINA CONFLICT OF INTEREST CODE AND RESCINDING RESOLUTION NO. 14-7280**

**WHEREAS**, the Covina City Council previously adopted Resolution No. 14-7280, adopting by reference the model Conflict of Interest Code set for in Section 18730 of the California Code of Regulations; and

**WHEREAS**, whereas the City Council desires to add positions that must be designated; revise the titles of existing positions; revise the disclosure categories of existing positions; and delete titles of positions that have been abolished and/or positions that no longer make or participate in making governmental decisions; and

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

**SECTION 1.** Any resolutions in conflict with this resolution are hereby rescinded and repealed.

**SECTION 2.** The Political Reform Act, Government Code Section §1000, et seq., requires State and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation, 2 Cal. Code of Regs. Section 18730, which contains the terms of a standard Conflict of Interest Code, which can be incorporated by reference and which may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act after public notice and hearings. Therefore, the terms of 2 Cal. Code of Regs. Section 18730 and any amendments thereto duly adopted by the Fair Political Practices Commission are hereby incorporated by reference and, along with the attached Exhibit A in which public officials and employees are designated and Exhibit B in which disclosure categories are set forth, constitute the Conflict of Interest Code of the City of Covina, which is considered the “agency” within the purview of this code.

**SECTION 3.** Designated employees and officials who manage public investments shall file their statements with the Chief Deputy City Clerk, who shall be and perform the duties of filing officer for the City of Covina. Statements will be available for inspection and reproduction pursuant to Government Code Section 81008. Statements for all designated employees and officials who manage public investments will be retained by the Chief Deputy City Clerk.

**SECTION 4.** Exhibit A (Listing Government Code Section 87200 et seq. [Regs §18730(b)(3)] Article II Filers, Officials Who Manage Public Investments and Designated Employees and their disclosure categories) attached hereto amends and supersedes all previous Appendix Part “A” attachments to the City’s Conflict of Interest Code.

**SECTION 5.** Exhibit B (Explanation of disclosure categories) attached hereto amends and supersedes all previous Appendix Part “B” attachments to the City’s Conflict of Interest Code.

**SECTION 6.** The City Clerk shall certify to the passage and adoption of this resolution and shall enter the same in the Book of Original Resolutions.

**SECTION 7.** The City Clerk is hereby directed to forward a copy of this resolution to the Human Resources Director of the City.

**APPROVED and PASSED** this 20<sup>th</sup> day of September, 2016.

City of Covina, California

BY: \_\_\_\_\_  
KEVIN STAPLETON, Mayor

ATTEST:

\_\_\_\_\_  
SHARON F. CLARK, Chief Deputy City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
CANDICE K. LEE, City Attorney

**CERTIFICATION**

I, Sharon F. Clark, Chief Deputy City Clerk of the City of Covina, do hereby certify that Resolution No. 16-7523 was duly adopted by the City Council of the City of Covina at a regular meeting held on the 20<sup>th</sup> day of September, 2016, by the following vote:

AYES:           COUNCIL MEMBERS:  
NOES:           COUNCIL MEMBERS:  
ABSTAIN:       COUNCIL MEMBERS:  
ABSENT:        COUNCIL MEMBERS:

Dated:

\_\_\_\_\_  
SHARON F. CLARK, Chief Deputy City Clerk

**EXHIBIT A**

**DESIGNATED EMPLOYEES**

The positions listed below are designated positions and the individual occupying each position is deemed to make, or participate in the making of, decisions which may have a material effect on a financial interest of that individual. The individuals occupying the designated positions shall disclose their economic interests in accordance with the corresponding disclosure categories, defined in Exhibit B.\*

<b>DEPARTMENT</b>	<b>POSITION</b>	<b>DISCLOSURE CATEGORIES</b>
<b>Administration</b>		
	Assistant City Manager	1, 2
	Assistant to the City Manager	1, 2
	City Attorney (not filing under GC 87200)	1, 2
<b>Community Development</b>		
	Assistant Planner	2, 6
	Associate Planner	1, 2
	Building Official	5, 6
	City Planner	1, 2
	Construction Inspector I/II	6
	Deputy Building Official	5, 6
	Director of Community Development	1, 2
	General Building Inspector I/II	6
	Plan Checker	6
	Senior Building Inspector	5, 6
	Senior Housing/CDBG Development Manager	2, 3, 5
	Senior Planner	1, 2
<b>Finance</b>		
	Business License Technician	5, 6
	Finance Director	1, 2
	Finance Manager	4
	Information Technology Coordinator	5
	Information Technology Services Manager	5
	Senior Information Technology Coordinator	5
<b>Human Resources</b>		
	Human Resources Analyst	5
	Human Resources Director	5
	Risk Manager	5
	Senior Human Resources Analyst	5
<b>Parks &amp; Recreation/Library</b>		
	Community Relations Supervisor	5
	Community Services Supervisor	5

\*This Conflict of Interest Code does not require the reporting of gifts from outside this agency's jurisdiction if the source does not have some connection with or bearing upon the functions of the position.

<b>DEPARTMENT</b>	<b>POSITION</b>	<b>DISCLOSURE CATEGORIES</b>
<b>Parks &amp; Recreation/Library continued</b>		
	Director of Parks & Recreation and Library Services	1
	Library Services Supervisor	5
	Literacy Program Coordinator	5
	Management Analyst	1
	Parks and Recreation Manager	1
	Recreation Coordinator	5
	Recreation Services Supervisor	5
<b>Police</b>		
	Police Captain	5
	Police Chief	5
	Police Lieutenant	5
<b>Public Works</b>		
	Assistant Civil Engineer	5,6
	Assistant Public Works Director	2, 3, 5
	Associate Civil Engineer	2, 3, 5, 6
	City Engineer	1, 2
	Environmental Services Analyst	5
	Environmental Services Manager	5
	Equipment Foreman	5
	Equipment Maintenance Supervisor	5
	Management Analyst	5
	Parks Foreman	5
	Parks Maintenance Supervisor	5
	Public Works Director	1, 2
	Public Works Manager	5
	Senior Equipment Mechanic	5
	Senior Maintenance Foreman	5
	Water Foreman	5
	Water Services Supervisor	5
<b>Records Management</b>		
	Chief Deputy City Clerk	5
	City Clerk	5
	Deputy City Clerk	5
<b>Members of Board and Commissions</b>		
	Finance Advisory Commission	1, 2
	Library Board of Trustees	1, 2
	Oversight Board to Successor Agency	1, 2
	Parking Place Commission	1, 2
	Parks and Recreation Commission	1, 2
	Traffic Advisory Commission	1, 2

DEPARTMENT	POSITION	DISCLOSURE CATEGORIES
Other		
	Consultants and New Positions	*

\*Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the code subject to the following limitations:

The City Manager or a designee may determine in writing that a particular consultant is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The City Manager's determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code.

## ARTICLE II FILERS

### Government Code Section 87200 et seq. [Regs. § 18700.3(b)]

The Mayor and City Councilmembers (also serve as the Successor Agency to the Covina Redevelopment Agency, Covina Public Financing Authority, and the Covina Housing Authority), Planning Commission, the City Manager, the City Attorney, and the City Treasurer, are NOT included as "designated positions" as the disclosure obligations for these positions are set forth by Government Code Section 87200, et seq. Listed below for reference are their disclosure categories.

POSITION	DISCLOSURE CATEGORY
Mayor and City Councilmembers	Reference GC 87200-87210
Planning Commissioners	Reference GC 87200-87210
City Manager	Reference GC 87200-87210
City Attorney	Reference GC 87200-87210
City Treasurer	Reference GC 87200-87210

## OFFICIALS WHO MANAGE PUBLIC INVESTMENTS

### Government Code Section 87200 et seq. [Regs. § 18700.3(b)(1)]

It has been determined that the positions listed below are Other City Officials Who Manage Public Investments. Listed below for reference are their disclosure categories.

POSITION	DISCLOSURE CATEGORY
Finance Director	Reference GC 87200-87210
Financial Consultant	Reference GC 87200-87210

## EXHIBIT B

### DISCLOSURE CATEGORIES

The disclosure categories listed below identify the types of economic interests that the designated position must disclose for each disclosure category to which he or she is assigned.\* Such economic interests are reportable if they are either located in or doing business in the jurisdiction, are planning to do business in the jurisdiction, or have done business during the previous two years in the jurisdiction of the City.

Category 1: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that are located in, do business in, or own real property within the jurisdiction of the City.

Category 2: All interests in real property which is located in whole or in part within, or not more than two (2) miles outside the jurisdiction of the City.

Category 3: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that are engaged in land development, construction, or the acquisition or sale of real property within the jurisdiction of the City.

Category 4: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that provide services, products, materials, machinery, vehicles or equipment of a type purchased or leased by the City.

Category 5: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that provide services, products, materials, machinery, vehicles or equipment of a type purchased or leased by the designated position's department, unit or division.

Category 6: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, which are subject to the regulatory, permit, or licensing authority of the designated position's department, unit or division.

\*This Conflict of Interest Code does not require the reporting of gifts from outside this agency's jurisdiction if the source does not have some connection with or bearing upon the functions of the position. (Reg. 18730.1)



# CITY OF COVINA

## AGENDA REPORT

ITEM NO. CC 6

---

**MEETING DATE:** September 20, 2016

**TITLE:** Sixth Amendment to Agreement between City of Covina and Interwest Consulting Group, Inc. for Planning and Transit Consulting Services

**PRESENTED BY:** Siobhan Foster, Director of Public Works

**RECOMMENDATION:** Authorize the Interim City Manager to execute the Sixth Amendment to the Agreement between the City of Covina and Interwest Consulting Group for Planning and Transit Consulting Services to increase the compensation for transit consulting services by a not-to-exceed amount of \$17,680.

---

**BACKGROUND:**

On November 19, 2013, the City Council approved a Professional Services Agreement with Interwest Consulting Group for the provision of plan check and building services through December 1, 2016. Compensation for the Agreement is based upon a percentage of the plan review fee.

In Fiscal Year 2013-2014, the City entered into a First Amendment to Professional Services Agreement with Interwest Consulting Group for inspection services and Geographic Information Systems (GIS) programming related to the Rental Inspection Program for the remittance of \$28,900. The services were performed but an executed copy of the First Amendment cannot be located.

On March 10, 2015 the City executed the Second Amendment to Professional Services Agreement with Interwest Consulting Group to expand the Scope of Services to include Community Development Project Management Services augmenting planning services in the Community Development Department for an amount not-to-exceed \$25,000.

On July 21, 2015, the City Council approved the Third Amendment to the Professional Services Agreement with Interwest Consulting Group. The Third Amendment facilitates a further augmentation to planning services in the Community Development Department on a case-by-case basis with the addition of 560 hours of planning consultant services and an \$82,000 increase to the compensation amount of the Agreement.

In October 2015, the City's Transit Coordinator (Management Analyst) unexpectedly initiated an extended leave of absence from City employment resulting in a significant void in Department of Public Works operations. Initiatives managed by this position at the time included the joint procurement and implementation of transit operations services with the Cities of Duarte and Monrovia, review of Metrolink parking subsidies, and the purchase and

installation of new cameras at the Covina Metrolink Station and Parking Complex, which will feed into the Covina Police Department's camera system. Day-to-day responsibilities involve the provision of transit and parking operations customer service, management of multiple service contracts, and oversight of the City's Proposition A and C and Measure R Local Return programs/funds.

On December 1, 2015, following the review of various temporary, consultant, and other staffing options in coordination with the Human Resources Department, the Department of Public Works proposed to the City Council to retain an Associate Engineer from Interwest Consulting Group at an hourly rate of \$85/hour. The City Council approved the Fourth Amendment to the Professional Services Agreement with Interwest Consulting Group to provide transit and transportation consulting services for the Public Works Department in an amount not-to-exceed \$42,840 through June 30, 2016. The Associate Engineer is also supported by other Interwest personnel on an as-needed basis at no cost to the City.

On June 21, 2016, the City Council approved the Fifth Amendment to the Professional Services Agreement with Interwest Consulting Group. The Fifth Amendment further continued the provision of planning consultant services for the Community Development Department for an amount not-to-exceed \$120,000 in fiscal year 2016-17 and transit and transportation consulting services for the Public Works Department in an amount not-to-exceed \$17,680 during the period between July 1, 2016 and September 30, 2016.

#### **DISCUSSION:**

The proposed Sixth Amendment would continue the provision of transit and transportation consulting services in the Public Works Department. It was initially anticipated that the City's Transit Coordinator (Management Analyst) would return from leave of absence in early August 2016, however, the incumbent's return-to-work date remains uncertain. The increase in compensation in an amount not-to-exceed \$17,680 proposed in the Sixth Amendment, would allow the continuation of consultant services through December 31, 2016 or until such time as the City's Transit Coordinator (Management Analyst) is able to return, whichever occurs soonest.

This proposed compensation increase of a not-to-exceed amount of \$17,680 supports the continuation of sixteen hours of transportation and transit consulting services on a weekly basis (total of 208 hours) through December 31, 2016. The consulting services will provide assistance with the management of multiple transit-related service contracts, purchase and installation of new cameras at the Covina Metrolink Station and Parking Complex, and oversight of the City's Proposition A, Proposition C, and Measure R Local Return Program funds.

#### **FISCAL IMPACT:**

The fiscal impact associated with the proposed Sixth Amendment to the Professional Services Agreement with Interwest Consulting Group is a not-to-exceed amount of \$17,680 and will be funded through the reallocation of \$17,680 from Proposition A - Personnel and Benefit Funds (salary and benefit savings) into Proposition A - Transit Administration Consulting Fees (account no. 2400-4300-51005), for a new total agreement amount not-to-exceed \$334,100. Sufficient funding for the Sixth Amendment is included in the proposed 2016-17 Public Works Department budget. The cumulative fiscal impacts are provided below.

	Amount (\$)
Initial Agreement (November 19, 2013) for Building Plan Review services	0
First Amendment (FY 13-14) for GIS Rental Inspection Program	28,900
Second Amendment (March 10, 2015) for Community Development services	25,000
Third Amendment (July 21, 2015) for Community Development services	82,000
Fourth Amendment (December 1, 2015) for Transit/Transportation services	42,840
Fifth Amendment (June 21, 2016) for Planning services and Transit/Transportation services	137,680
Sixth Amendment (September 20, 2016) for Transit/Transportation services	17,680
If Approved, Total Amount of Compensation	334,100

There is no General Fund impact associated with this item.

**CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):**

The project has been reviewed for compliance with the California Environmental Quality Act (CEQA) and is exempt per Section 15061 (b) (3). The project is covered by the General Rule that CEQA applies to projects that have the potential for causing a significant effect on the environment. The Sixth Amendment to the Professional Services Agreement with Interwest Consulting Group agreement for transit and transportation consulting services will not result in any significant effect on the environment.

Respectfully submitted,



\_\_\_\_\_  
Siobhan Foster  
Director of Public Works

**ATTACHMENTS:**

- Attachment A: Professional Services Agreement with Interwest Consulting Group
- Attachment B: First Amendment to Professional Services Agreement with Interwest Consulting Group unexecuted copy attached
- Attachment C: Second Amendment to the Professional Services Agreement with Interwest Consulting Group
- Attachment D: Third Amendment to the Professional Services Agreement with Interwest Consulting Group
- Attachment E: Fourth Amendment to the Professional Services Agreement with Interwest Consulting Group
- Attachment F: Fifth Amendment to the Professional Services Agreement with Interwest Consulting Group
- Attachment G: Sixth Amendment to the Professional Services Agreement with Interwest Consulting Group

## **AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is entered into this 19th day of November, 2013, by and between the CITY OF COVINA, a California municipal corporation (hereinafter referred to as "CITY") and INTERWEST CONSULTING GROUP, a Colorado corporation (hereinafter referred to as "CONSULTANT").

The parties do agree as follows:

### **SECTION 1. RECITALS.**

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

- (a) CITY has considered the proposal, dated October 30, 2013 (the "Proposal"), from CONSULTANT for professional services including but not limited to, providing the services as described below in Section 6 of this Agreement.
- (b) CITY desires to have a highly qualified company to perform such services.
- (c) CONSULTANT represents and warrants that it is qualified to perform such services and has agreed to do so pursuant to this Agreement; and
- (d) CITY desires to contract with CONSULTANT on the basis of the following terms and conditions.

### **SECTION 2. EMPLOYMENT.**

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

### **SECTION 3. INDEPENDENT CONTRACTOR.**

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

### **SECTION 4. PRINCIPAL REPRESENTATIVE**

Kalieh Honish, Interim Director of Public Works for CITY, shall be the principal representative of CITY for purposes of this Agreement. Tim D'Zmura, Municipal Services Director, shall be the principal representative of CONSULTANT for purposes of this Agreement.

### **SECTION 5. CONSULTANT NOT AGENT OF CITY.**

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

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

**SECTION 6.            SCOPE OF SERVICES.**

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

**SECTION 7.            STANDARD OF PERFORMANCE.**

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

**SECTION 8.            TIME.**

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

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

**SECTION 9.            QUALIFICATIONS.**

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

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

**SECTION 10.         TERM.**

The term of this Agreement shall be the period commencing from the effective date of this Agreement, as first shown above, and shall terminate on December 1, 2016.

**SECTION 11.         COMPENSATION.**

A. For plan review services, the City shall retain 34% of the of the plan review fee. The construction valuation shall be based on the most recent valuation multiplier published by the International Code Council – Building Valuation Data Table (BVD), ENR 20 Cities Construction Cost Index as published by Engineering News-Record - McGraw-Hill Publishing Company, or by the City Building Official's cost estimate.

C. Authorized work shall be in strict compliance with the provisions of this Agreement. Except as expressly set forth herein, CONSULTANT shall provide all labor, materials and equipment, as necessary to perform the services under this Agreement without any additional charge or compensation.

D. CONSULTANT shall submit to CITY an invoice which indicates Services

completed. Provided the Services have been rendered satisfactorily to CITY and in accordance with this Agreement, CITY shall tender payment to CONSULTANT not later than thirty (30) working days following CITY's receipt of an invoice.

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

## **SECTION 12. COMPENSATION WITHHELD.**

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

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

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

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

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

## **SECTION 13. RIGHT TO AUDIT AND INSPECT.**

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

## **SECTION 14. USE OF MATERIALS/CONFIDENTIALITY.**

A. Any and all copyrights, designs, and other intellectual property embodied in plans, specifications, data and materials, which are prepared by CONSULTANT under this Agreement ("Documents & Data") shall remain the property of CONSULTANT. Notwithstanding the above, CITY shall have a non-exclusive and perpetual license to copy, use, modify or reuse any such Documents & Data. CONSULTANT represents and warrants that it has the legal right to license any and all Documents & Data. CITY shall not be limited in any way in its use of the Documents & Data at any time, provided however that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

B. All materials, specifications, plans, and data provided to CONSULTANT by CITY or its agents in connection with the performance of this Agreement shall be held confidential by CONSULTANT. Such materials, specifications, plans and data shall not,

without the prior written consent of CITY, be used by CONSULTANT for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services.

**SECTION 15. RIGHT OF TERMINATION.**

A. This Agreement may be terminated by either party with or without cause, upon ten (10) days written notice to the other party.

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

**SECTION 16. INDEMNITY.**

CONSULTANT hereby agrees to and does indemnify, defend and hold harmless CITY, and any and all of its officers, employees and representatives from any and all claims, liability and expenses, including attorney fees and costs, that arise out of or are related to CONSULTANT's negligent performance of this Agreement.

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

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

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

**SECTION 18. LIABILITIES.**

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

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



compliance with the provisions of this Agreement.

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

**SECTION 23. COMPLIANCE WITH LAWS.**

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

**SECTION 24. INSURANCE.**

A. Time for Compliance. Contractor shall not commence Work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this Section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this Section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

B. Minimum Requirements. Contractor 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 Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors 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:

C. 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.

D. Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: \$2,000,000.00 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*: \$1,000,000.00 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 \$1,000,000.00 per accident for bodily injury or disease.

E. 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 reduced, Contractor 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 Contractor or the City may withhold amounts sufficient to pay premium from Contractor payments. In the alternative, the City may suspend or terminate this Agreement.

F. Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor 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, 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 Contractor, 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 Contractor'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 Contractor'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 3.2.11.3(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 Contractor or for which the Contractor 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 Contractor'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 Contractor'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 3.2.11.3(B).

G. 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 Contractor.

H. 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.

I. 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 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 Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor 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.

J. Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Contractor 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 Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

K. Subcontractor Insurance Requirements. Contractor shall not allow any subcontractors 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 Contractor, the City may approve different scopes or minimum limits of insurance for particular subcontractors. The Contractor and the City shall be named as additional insureds on all subcontractors' policies of Commercial General Liability using ISO form 20 38, or coverage at least as broad.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.

L. Verification of Coverage. Contractor 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.

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

N. Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor 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 subcontractors, 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.

## **SECTION 25. DISCRIMINATION.**

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

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

## **SECTION 26. ENTIRETY OF AGREEMENT.**

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

**SECTION 27.            ATTORNEYS FEES.**

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

**SECTION 28.            CONSISTENCY WITH CURRENT LAW.**

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

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

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

**SECTION 29.            VENUE.**

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

**SECTION 30.            INTERNAL INCONSISTENCIES.**

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

**SECTION 31.            CAPTIONS AND HEADNOTES.**

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

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

"CITY"  
City of Covina

By:   
Daryl Parrish, City Manager

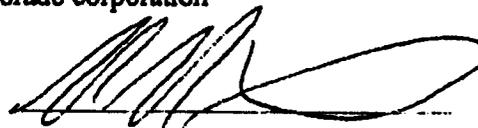
ATTEST  
  
City Clerk  
January 13, 2014

APPROVED AS TO FORM:

  
City Attorney

"CONSULTANT"

INTERWEST CONSULTING GROUP, INC.  
a Colorado corporation

By: 

Its: MUNICIPAL SERVICES DEPARTMENT

ATTACHMENT A  
TO AGREEMENT FOR PROFESSIONAL SERVICES

(Scope of Services)

CONSULTANT shall plan check project plans and revisions in conformance with the appropriate California Building Codes and California Amendments and/or effective State Mandated Codes. Current codes include: the 2010 California Building Code; Title 24 disabled access and energy requirements; 2010 California Fire Code with Los Angeles County Amendments; 2010 California Residential Code; 2010 California Mechanical Code; 2010 California Plumbing Code; 2010 California Electrical Code; 2010 Cal Green Building Code and the City of Covina's ordinances and regulations.

**1) Consultant Responsibilities**

- a) Perform traditional preliminary plan review consultations via remote communication (phone or video).
- b) Upon receipt of plans, contractor will review plans for compliance with all current codes, including any typical plan attachments such as soils and geological reports, grading, truss design plans and calculations, and structural design calculations when submitted.
- c) Provide the applicant's designee and the City with a typed list of items needing clarification or change to achieve conformance with all regulations.
- d) Perform all necessary liaisons with applicant's designee by mail, telephone, email, fax, video or in contractor's main office to ensure compliance with all Codes and local policy interpretations.
- e) Perform plan reviews of revisions to plans that have previously been approved for permit issuance.
- f) Perform extra work when requested in writing by the City.
- g) Attend meetings related to the proposed building projects at the request of the City Building Official at locations other than the contractor's office.

**2) City Responsibilities**

- a) Arrange and pay the cost of shipping one set of plans and documents to the consultant's office.
- b) Obtain from the applicant, at the time of the project submittal, the necessary items to allow plan review to be completed in the shortest overall time frame.
- c) Provide the valuation for the proposed construction.

**Service Level Goals**

- For buildings less than four stories and of normal complexity, complete initial plan review in less than ten (10) working days.
- For buildings four or more stories in height or of unusual complexity, complete initial plan review in less than fifteen (15) working days or as agreed by the City Building Official.

- For residential and minor building projects, complete initial plan review in less than five (5) working days.
- If a client requests “expedited” services, delivery of initial plan review in one-half of the designated time for double the initial plan review fee.

The City of Covina is open from Monday through Thursday from 7:00 AM to 6:00 PM, excluding holidays and a holiday furlough in late December.

**SECTION 4**

**Fee**

**PART I - SCHEDULE OF HOURLY RATES FOR SERVICES OUTSIDE OF PLAN REVIEW SERVICES**

<b>Certified Classification</b>	<b>Hourly Rate</b>
Building Official	\$ 115
Deputy Building Official	95
Permit Technician I	35
Permit Technician II	40
Permit Technician III	45
Code Enforcement Specialist I	60
Code Enforcement Specialist II	70
Engineer I	85
Engineer II	95
Supervising Building Inspector	85
Building Inspector I	60
Building Inspector II	65
Building Inspector III	70
CASp Specialist	85
Code Enforcement Assistant I	45
Code Enforcement Assistant II	55

*Rates are typically reviewed yearly on July 1 and may be subject to revision unless under specific contract obligations. There is no charge for mileage.*

**PART II - PLAN CHECK FEES BASED ON CITY FEES**

We propose the following fee schedule for plan check services based on the City's Master Fee Schedule:

- ✓ 68% for first time check and any required re-check
- ✓ 66% for expedited plan check (based on the double fee schedule for expedited work)
- ✓ There is no charge for courier or shipping services
- ✓ There is no charge for mileage

**BILLING PROCESS**

Invoices are typically generated upon the conclusion of the month. Interwest Consulting Group will work with the City to supply the necessary billing information.

**FIRST AMENDMENT TO  
PROFESSIONAL SERVICES AGREEMENT  
WITH INTERWEST CONSULTING GROUP**

**(For Additional Services Under Attachment A: 1(f) "Scope of Services" of Original Agreement)**

This First Amendment to Professional Services Agreement ("First Amendment") is entered into between (i) The City of Covina ("CITY"), a California municipal corporation, and (ii) Interwest Consulting Group, a California corporation ("CONTRACTOR"). This First Amendment is intended to authorize the remittance of \$28,900 in payment for services provided in Fiscal Year 2013-2014 in relation to inspection services and Geographic Information Systems programming related to the Rental Inspection Program. This First Amendment shall become effective upon the date of the last signature to this First Amendment.

**EFFECT UPON ORIGINAL AGREEMENT.** The Original Professional Services Agreement, dated November 19th, 2013, ("Original Agreement") remains in full force and effect according to its terms, unless otherwise expressly amended by this First Amendment.

**SIGNATURE AND AUTHORITY TO EXECUTE.** The Parties hereto further represent and declare that they carefully read this First Amendment and know the contents thereof, and that they sign the same freely and voluntarily. Each Party represents and warrants that it has the legal right, power and authority to enter into this First Amendment and to consummate the transactions contemplated hereby.

**[signatures on following page]**

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

**Date:** \_\_\_\_\_

**By:** \_\_\_\_\_  
**Daryl Parrish, City Manager**

***Attest:***

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

***Approved as to Form:***

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

**Interwest Consulting Group,  
a California corporation**

**Date:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Its:** \_\_\_\_\_



March 10, 2015

Andrea Miller, City Manager  
Covina City Hall  
125 E. College Street  
Covina, CA 91723-2199

**RE: Proposal to Provide Community Development Project Management Services**

Thank you for contacting Interwest Consulting Group regarding Community Development Project Management Services. We are excited about the opportunity to serve the City of Covina.

We are very aware of the challenges and requirements for municipal governments since many of our staff have held senior and executive management positions within numerous California cities. Our staff includes former Building Officials, Public Works Directors, City Engineers, Capital Projects Managers and Construction Managers. This background and experience is important since serving in the capacity of the "owner", especially local agencies, requires a high level of sensitivity towards community and special interest group issues. Accordingly, our professional staff truly understands and values the importance of maintaining a focus on representing the interests of our public agency clients in a manner which reflects positively on the cities we serve. Interwest Consulting Group (ICG) staff will be selected based on the expertise required for the specific assignment received from the City. The City reserves the right of refusal of any ICG staff assigned. Assigned personnel shall be billed at the hourly rate of \$125.00. The initial term of service will commence March 30, 2015 and continue up to and including Tuesday, June 30, 2015. ICG will invoice the City on a monthly basis. The total cost of services provided during the term shall not exceed \$25,000 without the prior written approval of the City Manager of the City of Covina and approval of the City Council.

Tim D'Zmura, PE, CBO, ACIP, will serve as Principal-in-Charge and as the management contact to the City of Covina. Mr. D'Zmura is an authorized representative of Interwest Consulting Group and has the authority to sign all necessary agreements. Services will be directed out of our Los Angeles office with contact information listed below.

Tim D'Zmura  
Interwest Consulting Group  
15061 Springdale Street  
Huntington Beach, CA 92649  
714.975.9048 Office  
714-625-5840 Mobile  
[tdzmura@interwestgrp.com](mailto:tdzmura@interwestgrp.com)

Thanks again and we look forward to this assignment.

Sincerely,

Tim D'Zmura, PE, CBO, ACIP  
Director of Municipal Services

Approved:

\_\_\_\_\_  
Andrea Miller, City Manager

March 10, 2015

INTERWEST CONSULTING GROUP

Andrea Miller, City Manager  
Covina City Hall  
125 E. College Street  
Covina, CA 91723-2199

**RE: Proposal to Provide Community Development Project Management Services**

Thank you for contacting Interwest Consulting Group regarding Community Development Project Management Services. We are excited about the opportunity to serve the City of Covina.

We are very aware of the challenges and requirements for municipal governments since many of our staff have held senior and executive management positions within numerous California cities. Our staff includes former Building Officials, Public Works Directors, City Engineers, Capital Projects Managers and Construction Managers. This background and experience is important since serving in the capacity of the "owner", especially local agencies, requires a high level of sensitivity towards community and special interest group issues. Accordingly, our professional staff truly understands and values the importance of maintaining a focus on representing the interests of our public agency clients in a manner which reflects positively on the cities we serve. Interwest Consulting Group (ICG) staff will be selected based on the expertise required for the specific assignment received from the City. The City reserves the right of refusal of any ICG staff assigned. Assigned personnel shall be billed at the hourly rate of \$125.00. The initial term of service will commence March 30, 2015 and continue up to and including Tuesday, June 30, 2015. ICG will invoice the City on a monthly basis. The total cost of services provided during the term shall not exceed \$25,000 without the prior written approval of the City Manager or the City of Covina and approval of the City Council.

Tim D'Zmura, PE, CBC, ACIP, will serve as Project Lead/Owner and as the management contact to the City of Covina. Mr. D'Zmura is an authorized representative of Interwest Consulting Group and has the authority to sign all necessary agreements. Services will be directed out of our Los Angeles office with contact information listed below.

Tim D'Zmura  
Interwest Consulting Group  
15061 Springdale Street  
Van Nuys, CA 91411  
14,916,9048 Office  
714-825-8840 Mobile  
tdzmura@interwestgrp.com

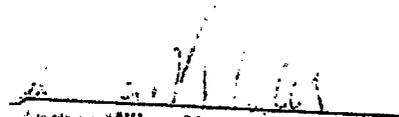
Thanks again and we look forward to this assignment.

Sincerely,



Tim D'Zmura, PE, CBC, ACIP  
Director of Municipal Services

Approved:

  
Andrea Miller, City Manager

INTERWEST CONSULTING GROUP [www.interwestgrp.com](http://www.interwestgrp.com)

**AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT  
("AGREEMENT") FOR COMMUNITY DEVELOPMENT PROJECT MANAGEMENT  
SERVICES BETWEEN THE CITY OF COVINA AND  
INTERWEST CONSULTING GROUP, INC.**

This Amendment No. 3 is hereby entered into by and between the City of Covina, a municipal corporation (hereinafter referred to as "CITY") and Interwest Consulting Group, Inc. (hereinafter referred to as "Consultant"), a Colorado Corporation, with respect to that certain Amendment No. 2 to the Agreement for community development project management services between the parties dated March 10, 2015.

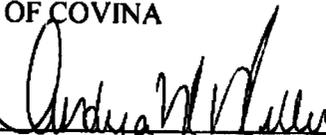
The parties agree as follows:

1. The second paragraph is hereby amended to extend the term of services to expire on June 30, 2016, unless amended;
2. The second paragraph is hereby amended to increase the total budget amount for Community Development Project Management Services established in the second amendment from \$25,000 to \$107,000. For the current FY 2015/2016, the increase in funding is \$82,000; and,
3. All the remaining terms and provisions of the Agreement are hereby reaffirmed.

In witness whereof the parties have executed this Amendment No. 3 on the date set forth below.

CITY OF COVINA

By:

  
\_\_\_\_\_  
Andrea M. Miller, City Manager

INTERWEST CONSULTING GROUP, INC

By:

  
\_\_\_\_\_  
Tim D'Zmura, PE CBO  
Director of Municipal Services

Dated: July 30, 2015

ATTEST:

  
\_\_\_\_\_  
Evelyn Leach  
Interim Chief Deputy City Clerk

FOURTH AMENDMENT TO  
AGREEMENT FOR PROFESSIONAL SERVICES  
WITH INTERWEST CONSULTING GROUP

This Fourth Amendment to the November 19, 2013 Agreement for Professional Services (“Agreement”) between the City of Covina, a California municipal corporation (“City”) and Interwest Consulting Group, Inc., a Colorado corporation (“Consultant”), is dated and effective December 1, 2015 and is between City and Consultant.

RECITALS

A. City and Consultant entered into the Agreement for Consultant’s performance of plan check and building services.

B. The parties amended the Agreement in Fiscal Year 2013-2014 to modify the total compensation amount to include inspection services and Geographic Information Systems programming services related to the Rental Inspection Program (“First Amendment”).

C. The parties amended the Agreement on March 15, 2015 to modify the (1) scope of services to include Community Development Project Management Services and (2) the compensation amount for Community Development Project Management Services (“Second Amendment”).

D. The parties amended the Agreement on July 30, 2015 to (1) extend the term of the Agreement to June 30, 2016, and (2) modify the compensation amount for Community Development Project Management Services (“Third Amendment”).

E. The parties desire to further amend the Agreement to modify the (1) scope of services to include transit and transportation consulting services and (2) the not-to-exceed compensation amount for transit and transportation consulting services.

The parties therefore agree as follows:

Section 1. Subsection (a) of Section 1 (“Recitals”) is hereby amended in its entirety to read as follows:

“(a) CITY has considered the proposals attached hereto and incorporated herein as Attachment A (“Scope of Services”); B (“First Amendment to Professional Services Agreement with Interwest Consulting Group”); C (“Proposal to Provide Community Development Project Management Services”); and D (“Amendment No. 3 to the Professional Services Agreement for Community Development Project Management Services between the City of Covina and Interwest Consulting Group, Inc.”) (collectively, the “Proposal”) from CONSULTANT for professional services, including, but not limited to, providing the services as described in Section 6 of this Agreement.”

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

“CONSULTANT will diligently perform the tasks, in a good and workmanlike manner, which are more specifically identified in the Scope of Services, attached hereto and incorporated herein by reference in Attachments A, B, C and D, unless otherwise instructed by City. Further, CONSULTANT shall provide transit and transportation consulting services, as more particularly described in Attachment E.”

Section 3. A new Subsection F. is hereby added to Section 11 (“Compensation”) to read as follows:

“F. As full compensation for transit and transportation consulting services provided under this Agreement, CITY shall pay CONSULTANT a sum not-to-exceed Forty-Two Thousand Eight Hundred Forty Dollars (\$42,840), based on the hourly rates for the “Engineer I” certified classification set forth in Attachment A.”

Section 4. Attachments B, C, D, and E are hereby added to the Agreement to read as Exhibits B, C, D, and E of this Fourth Amendment.

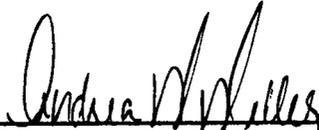
Section 5. Except as expressly modified or supplemented by this Fourth Amendment, all of the provisions of the Agreement, as amended by the First, Second and Third Amendments, shall remain unaltered and in full force and effect. In the event of a conflict between the provisions of this Fourth Amendment and the provisions of the Agreement or the First, Second and Third Amendments, the provisions of this Fourth Amendment shall control.

*[SIGNATURE PAGE FOLLOWS]*

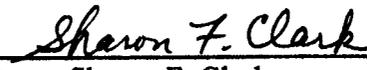
The parties are signing this Fourth Amendment as of the date stated in the introductory clause:

City:

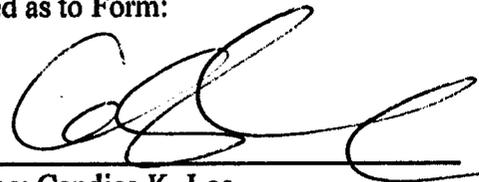
City of Covina,  
a California municipal corporation

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

Attest:

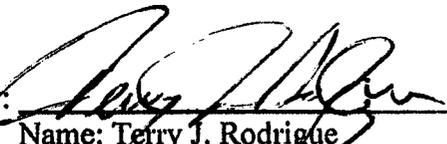
By:   
Name: Sharon F. Clark  
Title: Chief Deputy City Clerk

Approved as to Form:

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

Contractor:

Interwest Consulting Group,  
a Colorado corporation

By:   
Name: Terry J. Rodrigue  
Title:  Chairman  President  
 Vice President

By:   
Name: Debra Thorson  
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.]

## **AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is entered into this 19th day of November, 2013; by and between the CITY OF COVINA, a California municipal corporation (hereinafter referred to as "CITY") and INTERWEST CONSULTING GROUP, a Colorado corporation (hereinafter referred to as "CONSULTANT").

The parties do agree as follows:

### **SECTION 1. RECITALS.**

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

- (a) CITY has considered the proposal, dated October 30, 2013 (the "Proposal"), from CONSULTANT for professional services including but not limited to, providing the services as described below in Section 6 of this Agreement.
- (b) CITY desires to have a highly qualified company to perform such services.
- (c) CONSULTANT represents and warrants that it is qualified to perform such services and has agreed to do so pursuant to this Agreement; and
- (d) CITY desires to contract with CONSULTANT on the basis of the following terms and conditions.

### **SECTION 2. EMPLOYMENT.**

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

### **SECTION 3. INDEPENDENT CONTRACTOR.**

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

### **SECTION 4. PRINCIPAL REPRESENTATIVE**

Kalieh Honish, Interim Director of Public Works for CITY, shall be the principal representative of CITY for purposes of this Agreement. Tim D'Zmura, Municipal Services Director, shall be the principal representative of CONSULTANT for purposes of this Agreement.

### **SECTION 5. CONSULTANT NOT AGENT OF CITY.**

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

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

**SECTION 6.            SCOPE OF SERVICES.**

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

**SECTION 7.            STANDARD OF PERFORMANCE.**

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

**SECTION 8.            TIME.**

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

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

**SECTION 9.            QUALIFICATIONS.**

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

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

**SECTION 10.         TERM.**

The term of this Agreement shall be the period commencing from the effective date of this Agreement, as first shown above, and shall terminate on December 1, 2016.

**SECTION 11.         COMPENSATION.**

A. For plan review services, the City shall retain 34% of the of the plan review fee. The construction valuation shall be based on the most recent valuation multiplier published by the International Code Council – Building Valuation Data Table (BVD), ENR 20 Cities Construction Cost Index as published by Engineering News-Record - McGraw-Hill Publishing Company, or by the City Building Official's cost estimate.

C. Authorized work shall be in strict compliance with the provisions of this Agreement. Except as expressly set forth herein, CONSULTANT shall provide all labor, materials and equipment, as necessary to perform the services under this Agreement without any additional charge or compensation.

D. CONSULTANT shall submit to CITY an invoice which indicates Services

completed. Provided the Services have been rendered satisfactorily to CITY and in accordance with this Agreement, CITY shall tender payment to CONSULTANT not later than thirty (30) working days following CITY's receipt of an invoice.

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

## **SECTION 12. COMPENSATION WITHHELD.**

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

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

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

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

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

## **SECTION 13. RIGHT TO AUDIT AND INSPECT.**

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

## **SECTION 14. USE OF MATERIALS/CONFIDENTIALITY.**

A. Any and all copyrights, designs, and other intellectual property embodied in plans, specifications, data and materials, which are prepared by CONSULTANT under this Agreement ("Documents & Data") shall remain the property of CONSULTANT. Notwithstanding the above, CITY shall have a non-exclusive and perpetual license to copy, use, modify or reuse any such Documents & Data. CONSULTANT represents and warrants that it has the legal right to license any and all Documents & Data. CITY shall not be limited in any way in its use of the Documents & Data at any time, provided however that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

B. All materials, specifications, plans, and data provided to CONSULTANT by CITY or its agents in connection with the performance of this Agreement shall be held confidential by CONSULTANT. Such materials, specifications, plans and data shall not,

without the prior written consent of CITY, be used by CONSULTANT for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services.

**SECTION 15. RIGHT OF TERMINATION.**

A. This Agreement may be terminated by either party with or without cause, upon ten (10) days written notice to the other party.

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

**SECTION 16. INDEMNITY.**

CONSULTANT hereby agrees to and does indemnify, defend and hold harmless CITY, and any and all of its officers, employees and representatives from any and all claims, liability and expenses, including attorney fees and costs, that arise out of or are related to CONSULTANT's negligent performance of this Agreement.

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

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

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

**SECTION 18. LIABILITIES.**

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

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

**SECTION 19. CONFLICT OF INTEREST.**

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

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

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

**SECTION 20. NOTICES.**

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

TO CITY: City of Covina  
125 E. College Street  
Covina, CA 91723  
Attn: Kalieh Honish, Interim Director of Public Works  
Fax: (626) 384-5577

TO CONSULTANT: Interwest Consulting Group  
15061 Springdale Street, Suite 205  
Huntington Beach, CA 92649  
Attn: Tim D'Zmura, Municipal Services Director  
Phone: (714) 899-9039

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

**SECTION 21. BINDING EFFECT.**

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

**SECTION 22. ASSIGNMENT.**

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

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

C. In the event of such assignment, CITY may condition the same so as to ensure

compliance with the provisions of this Agreement.

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

**SECTION 23. COMPLIANCE WITH LAWS.**

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

**SECTION 24. INSURANCE.**

A. Time for Compliance. Contractor shall not commence Work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this Section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this Section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

B. Minimum Requirements. Contractor 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 Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors 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:

C. 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.

D. Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: \$2,000,000.00 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*: \$1,000,000.00 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 \$1,000,000.00 per accident for bodily injury or disease.

E. 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 reduced, Contractor 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 Contractor or the City may withhold amounts sufficient to pay premium from Contractor payments. In the alternative, the City may suspend or terminate this Agreement.

F. Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor 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, 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 Contractor, 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 Contractor'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 Contractor'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 3.2.11.3(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 Contractor or for which the Contractor 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 Contractor'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 Contractor'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 3.2.11.3(B).

G. 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 Contractor.

H. 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.

I. 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 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 Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor 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.

J. Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Contractor 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 Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

K. Subcontractor Insurance Requirements. Contractor shall not allow any subcontractors 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 Contractor, the City may approve different scopes or minimum limits of insurance for particular subcontractors. The Contractor and the City shall be named as additional insureds on all subcontractors' policies of Commercial General Liability using ISO form 20 38, or coverage at least as broad. 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.

L. Verification of Coverage. Contractor 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.

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

N. Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor 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 subcontractors, 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.

## **SECTION 25. DISCRIMINATION.**

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

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

## **SECTION 26. ENTIRETY OF AGREEMENT.**

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

**SECTION 27.            ATTORNEYS FEES.**

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

**SECTION 28.            CONSISTENCY WITH CURRENT LAW.**

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

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

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

**SECTION 29.            VENUE.**

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

**SECTION 30.            INTERNAL INCONSISTENCIES.**

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

**SECTION 31.            CAPTIONS AND HEADNOTES.**

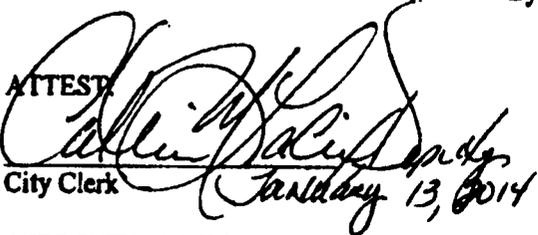
The captions and headnotes or sections of this Agreement, and marginal notes are intended for convenience and reference purposes only and in no way define, limit or describe the scope or intent of this Agreement.

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

"CITY"  
City of Covina

By:   
Daryl Parrish, City Manager

ATTEST

  
City Clerk

APPROVED AS TO FORM:

  
City Attorney

"CONSULTANT"

INTERWEST CONSULTING GROUP, INC.  
a Colorado corporation

By:

  
Its: MUNICIPAL SERVICES DIRECTOR

**ATTACHMENT A  
TO AGREEMENT FOR PROFESSIONAL SERVICES**

**(Scope of Services)**

CONSULTANT shall plan check project plans and revisions in conformance with the appropriate California Building Codes and California Amendments and/or effective State Mandated Codes. Current codes include: the 2010 California Building Code; Title 24 disabled access and energy requirements; 2010 California Fire Code with Los Angeles County Amendments; 2010 California Residential Code; 2010 California Mechanical Code; 2010 California Plumbing Code; 2010 California Electrical Code; 2010 Cal Green Building Code and the City of Covina's ordinances and regulations.

**1) Consultant Responsibilities**

- a) Perform traditional preliminary plan review consultations via remote communication (phone or video).
- b) Upon receipt of plans, contractor will review plans for compliance with all current codes, including any typical plan attachments such as soils and geological reports, grading, truss design plans and calculations, and structural design calculations when submitted.
- c) Provide the applicant's designee and the City with a typed list of items needing clarification or change to achieve conformance with all regulations.
- d) Perform all necessary liaisons with applicant's designee by mail, telephone, email, fax, video or in contractor's main office to ensure compliance with all Codes and local policy interpretations.
- e) Perform plan reviews of revisions to plans that have previously been approved for permit issuance.
- f) Perform extra work when requested in writing by the City.
- g) Attend meetings related to the proposed building projects at the request of the City Building Official at locations other than the contractor's office.

**2) City Responsibilities**

- a) Arrange and pay the cost of shipping one set of plans and documents to the consultant's office.
- b) Obtain from the applicant, at the time of the project submittal, the necessary items to allow plan review to be completed in the shortest overall time frame.
- c) Provide the valuation for the proposed construction.

**Service Level Goals**

- For buildings less than four stories and of normal complexity, complete initial plan review in less than ten (10) working days.
- For buildings four or more stories in height or of unusual complexity, complete initial plan review in less than fifteen (15) working days or as agreed by the City Building Official.

- For residential and minor building projects, complete initial plan review in less than five (5) working days.
- If a client requests "expedited" services, delivery of initial plan review in one-half of the designated time for double the initial plan review fee.

The City of Covina is open from Monday through Thursday from 7:00 AM to 6:00 PM, excluding holidays and a holiday furlough in late December.

**SECTION 4**

**Fee**

**PART I - SCHEDULE OF HOURLY RATES FOR SERVICES OUTSIDE OF PLAN REVIEW SERVICES**

<b>Certified Classification</b>	<b>Hourly Rate</b>
Building Official	\$ 115
Deputy Building Official	95
Permit Technician I	35
Permit Technician II	40
Permit Technician III	45
Code Enforcement Specialist I	60
Code Enforcement Specialist II	70
Engineer I	85
Engineer II	95
Supervising Building Inspector	85
Building Inspector I	60
Building Inspector II	65
Building Inspector III	70
CASp Specialist	85
Code Enforcement Assistant I	45
Code Enforcement Assistant II	55

*Rates are typically reviewed yearly on July 1 and may be subject to revision unless under specific contract obligations. There is no charge for mileage.*

**PART II - PLAN CHECK FEES BASED ON CITY FEES**

We propose the following fee schedule for plan check services based on the City's Master Fee Schedule

- ✓ 66% for first time check and any required re-check
- ✓ 66% for expedited plan check (based on the double fee schedule for expedited work)
- ✓ There is no charge for courier or shipping services
- ✓ There is no charge for mileage

**BILLING PROCESS**

Invoices are typically generated upon the conclusion of the month. Interwest Consulting Group will work with the City to supply the necessary billing information.

**Attachment B  
(Attached)**

**FIRST AMENDMENT TO  
PROFESSIONAL SERVICES AGREEMENT  
WITH INTERWEST CONSULTING GROUP**

(For Additional Services Under Attachment A: 1(f) "Scope of Services" of Original Agreement)

This First Amendment to Professional Services Agreement ("First Amendment") is entered into between (i) The City of Covina ("CITY"), a California municipal corporation, and (ii) Interwest Consulting Group, a California corporation ("CONTRACTOR"). This First Amendment is intended to authorize the remittance of \$28,900 in payment for services provided in Fiscal Year 2013-2014 in relation to inspection services and Geographic Information Systems programming related to the Rental Inspection Program. This First Amendment shall become effective upon the date of the last signature to this First Amendment.

**EFFECT UPON ORIGINAL AGREEMENT.** The Original Professional Services Agreement, dated November 19th, 2013, ("Original Agreement") remains in full force and effect according to its terms, unless otherwise expressly amended by this First Amendment.

**SIGNATURE AND AUTHORITY TO EXECUTE.** The Parties hereto further represent and declare that they carefully read this First Amendment and know the contents thereof, and that they sign the same freely and voluntarily. Each Party represents and warrants that it has the legal right, power and authority to enter into this First Amendment and to consummate the transactions contemplated hereby.

[signatures on following page]

Attachment B to  
Attachment E

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

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Daryl Parrish, City Manager

*Attest:*

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

*Approved as to Form:*

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

**Interwest Consulting Group,  
a California corporation**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

**Attachment C  
(Attached)**



March 10, 2015

Andrea Miller, City Manager  
Covina City Hall  
125 E. College Street  
Covina, CA 91723-2199

**RE: Proposal to Provide Community Development Project Management Services**

Thank you for contacting Interwest Consulting Group regarding Community Development Project Management Services. We are excited about the opportunity to serve the City of Covina.

We are very aware of the challenges and requirements for municipal governments since many of our staff have held senior and executive management positions within numerous California cities. Our staff includes former Building Officials, Public Works Directors, City Engineers, Capital Projects Managers and Construction Managers. This background and experience is important since serving in the capacity of the "owner", especially local agencies, requires a high level of sensitivity towards community and special interest group issues. Accordingly, our professional staff truly understands and values the importance of maintaining a focus on representing the interests of our public agency clients in a manner which reflects positively on the cities we serve. Interwest Consulting Group (ICG) staff will be selected based on the expertise required for the specific assignment received from the City. The City reserves the right of refusal of any ICG staff assigned. Assigned personnel shall be billed at the hourly rate of \$125.00. The initial term of service will commence March 30, 2015 and continue up to and including Tuesday, June 30, 2015. ICG will invoice the City on a monthly basis. The total cost of services provided during the term shall not exceed \$25,000 without the prior written approval of the City Manager of the City of Covina and approval of the City Council.

Tim D'Zmura, PE, CBO, ACIP, will serve as Principal-in-Charge and as the management contact to the City of Covina. Mr. D'Zmura is an authorized representative of Interwest Consulting Group and has the authority to sign all necessary agreements. Services will be directed out of our Los Angeles office with contact information listed below.

Tim D'Zmura  
Interwest Consulting Group  
15061 Springdale Street  
Huntington Beach, CA 92649  
714.975.9048 Office  
714-625-5840 Mobile  
tdzmura@interwestgrp.com

Thanks again and we look forward to this assignment.

Sincerely,

Tim D'Zmura, PE, CBO, ACIP  
Director of Municipal Services

Approved:

\_\_\_\_\_  
Andrea Miller, City Manager

---

INTERWEST CONSULTING GROUP | [www.interwestgrp.com](http://www.interwestgrp.com)

Attachment C to  
Attachment E



March 10, 2015

INTEREST CONSULTING GROUP

Andrea Miller, City Manager  
Covina City Hall  
125 E. College Street  
Covina, CA 91723-2155

RE: Proposal to Provide Community Development Project Management Services

Thank you for contacting Interest Consulting Group regarding Community Development Project Management Services. We are excited about the opportunity to serve the City of Covina.

We are very aware of the challenges and requirements for municipal governments since many of our staff have held senior and executive management positions with numerous California cities. Our staff includes former Building Officials, Public Works Directors, City Engineers, Capital Projects Managers and Construction Managers. This background and experience is important since serving in the capacity of the "owner", especially local agencies, requires a high level of sensitivity towards community and special interest group issues. Accordingly, our professional staff truly understands and values the importance of maintaining a focus on representing the interests of our public agency clients in a manner which reflects positively on the client. Interest Consulting Group (ICG) staff will be selected based on the expertise required for the specific assignment received from the City. The City reserves the right of refusal of any ICG staff assigned. Assigned personnel shall be billed at the hourly rate of \$125.00. The initial term of service will commence March 30, 2015 and continue up to and including Tuesday, June 30, 2015. ICG will invoice the City on a monthly basis. The total cost of services provided during the term shall not exceed \$25,000 without the prior written approval of the City Manager of the City of Covina and approval of the City Council.

Tim D'Zmura, PE, CBO, ACIP, will serve as Principal-in-Charge and as the management contact to the City of Covina. Mr. D'Zmura is an authorized representative of Interest Consulting Group and has the authority to sign all necessary agreements. Services will be directed out of our Los Angeles office with contact information listed below.

Tim D'Zmura  
Interest Consulting Group  
1508 - Serrano Ave  
Huntington Beach, CA 92648  
14916 Serrano Office  
Tel: 825-6840 mobile  
tdzmura@interestgrp.com

Thanks again and we look forward to this assignment.

Sincerely,

Tim D'Zmura, PE, CBO, ACIP  
Director of Municipal Services

Approved:

Andrea Miller, City Manager

INTEREST CONSULTING GROUP www.interestw.com

**Attachment D**  
**(Attached)**

**AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT  
("AGREEMENT") FOR COMMUNITY DEVELOPMENT PROJECT MANAGEMENT  
SERVICES BETWEEN THE CITY OF COVINA AND  
INTERWEST CONSULTING GROUP, INC.**

This Amendment No. 3 is hereby entered into by and between the City of Covina, a municipal corporation (hereinafter referred to as "CITY") and Interwest Consulting Group, Inc. (hereinafter referred to as "Consultant"), a Colorado Corporation, with respect to that certain Amendment No. 2 to the Agreement for community development project management services between the parties dated March 10, 2015.

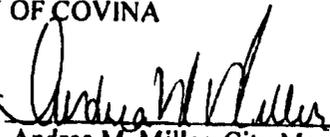
The parties agree as follows:

1. The second paragraph is hereby amended to extend the term of services to expire on June 30, 2016, unless amended;
2. The second paragraph is hereby amended to increase the total budget amount for Community Development Project Management Services established in the second amendment from \$25,000 to \$107,000. For the current FY 2015/2016, the increase in funding is \$82,000; and,
3. All the remaining terms and provisions of the Agreement are hereby reaffirmed.

In witness whereof the parties have executed this Amendment No. 3 on the date set forth below.

CITY OF COVINA

By:

  
Andrea M. Miller, City Manager

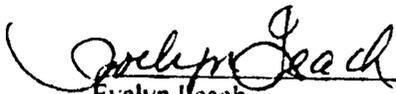
INTERWEST CONSULTING GROUP, INC

By:

  
Tim D'Zmura, PE CBO  
Director of Municipal Services

Dated: July 30, 2015

ATTEST:

  
Evelyn Leach  
Interim Chief Deputy City Clerk

**Attachment E  
(Attached)**



November 11, 2015

Siobhan Foster  
Director of Public Works  
125 E. College Street  
Covina, CA 91723

Dear Siobhan,

Thank you for meeting with Al Cablay and Kevin Ko this week to discuss possible assistance with various transportation needs. Kevin's proposed billing rate is \$85 per hour as an Associate Engineer I. As conveyed during the interview, the City will not be billed for any time Al, I or other experts on our staff assist and provide direction to Kevin. If a specific assignment which would require other individuals than Kevin is requested by the City, we would provide a task specific proposal for approval.

Kevin is available to the City immediately and can start either on a full time or part time basis as you determine your needs. In addition, should your needs increase or decrease over time we can adjust Kevin's schedule accordingly.

Thank you for the opportunity to propose on this assignment. I would be happy to answer any questions or provide any additional information.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Terry J. Rodrigue".

Terry J. Rodrigue  
Interwest Consulting Group  
President



**CITY OF COVINA  
INSURANCE VERIFICATION**

**DATE:** 12/7/13  
**TO:** City Club  
**FROM:** Evelyn Leach, Human Resources  
**SUBJECT:** Insurance Approval

---

**NAME OF INSURED:** *Interwest Consulting*

**APPLICATION TYPE:**

(Mark all that apply)

- Banner/Awning
- Contractor
- Event
- Encroachment
- Film
- Vehicle (Food Truck, Ambulance, Taxi)
- Other \_\_\_\_\_

**TYPE OF INSURANCE REQUIRED:**

- General Liability *2-mil*
- Auto Liability *1-mil*
- Workers' Compensation and Employer's Liability *1mil*
- Other coverage(s): \_\_\_\_\_

**INSURANCE APPROVED BY:**

---

**TERM OF CONTRACT:**

- Ongoing
- Expires on \_\_\_\_\_

**Please attach the Certificate of Insurance & Additional Insured Endorsement**

*Department Staff Signature:* \_\_\_\_\_

\*This and all attached documents will be saved under "Name of Insured" in Laserfiche.

*Scanned 12/7/13*





**ADDITIONAL REMARKS SCHEDULE**

AGENCY USI Colorado, LLC Prof Liab		NAMED INSURED Interwest Consulting Group P.O. Box 18330 Boulder CO 80308	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25      FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

Insured under Automobile Liability; and Additional Insured's under Umbrella / Excess Liability but only with respect to liability arising out of the Named Insured work performed on behalf of the certificate holder and owner. The General Liability, Automobile Liability, Umbrella/Excess insurance applies on a primary and non-contributory basis. A Blanket Waiver of Subrogation applies for General Liability, Automobile Liability, Umbrella/Excess Liability and Workers Compensation. The Umbrella / Excess Liability policy provides excess coverage over the General Liability, Automobile Liability and Employers Liability.

Please note that Additional Insured status does not apply to Professional Liability or Workers' Compensation.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**OTHER INSURANCE – ADDITIONAL INSUREDS**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**PROVISIONS**

COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV), Paragraph 4. (Other Insurance), is amended as follows:

1. The following is added to Paragraph a. Primary Insurance:

However, if you specifically agree in a written contract or written agreement that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

- a. The "bodily injury" or "property damage" for which coverage is sought occurs; and

- b. The "personal injury" or "advertising injury" for which coverage is sought arises out of an offense committed

subsequent to the signing and execution of that contract or agreement by you.

2. The first Subparagraph (2) of Paragraph b. Excess Insurance regarding any other primary insurance available to you is deleted.
3. The following is added to Paragraph b. Excess Insurance, as an additional subparagraph under Subparagraph (1):

That is available to the insured when the insured is added as an additional insured under any other policy, including any umbrella or excess policy.



**WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY POLICY  
ENDORSEMENT WC 00 03 13 (00) - 01**

POLICY NUMBER:

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

**SCHEDULE**

**DESIGNATED PERSON:**

**DESIGNATED ORGANIZATION:**

**ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED  
BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS  
WAIVER.**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## AUTO COVERAGE PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |   |  |
|---|--|
| <ul style="list-style-type: none"> <li><b>A. BLANKET ADDITIONAL INSURED</b></li> <li><b>B. EMPLOYEE HIRED AUTO</b></li> <li><b>C. EMPLOYEES AS INSURED</b></li> <li><b>D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS</b></li> <li><b>E. TRAILERS – INCREASED LOAD CAPACITY</b></li> <li><b>F. HIRED AUTO PHYSICAL DAMAGE</b></li> <li><b>G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT</b></li> </ul> | <ul style="list-style-type: none"> <li><b>H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT</b></li> <li><b>I. WAIVER OF DEDUCTIBLE – GLASS</b></li> <li><b>J. PERSONAL EFFECTS</b></li> <li><b>K. AIRBAGS</b></li> <li><b>L. AUTO LOAN LEASE GAP</b></li> <li><b>M. BLANKET WAIVER OF SUBROGATION</b></li> </ul> |
|---|--|

**A. BLANKET ADDITIONAL INSURED**

The following is added to Paragraph A.1., **Who Is An Insured**, of SECTION II – LIABILITY COVERAGE:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

**B. EMPLOYEE HIRED AUTO**

1. The following is added to Paragraph A.1., **Who Is An Insured**, of SECTION II – LIABILITY COVERAGE:

An "employee" of yours is an "insured" while operating a covered "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while

performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.5., **Other Insurance**, of SECTION IV – BUSINESS AUTO CONDITIONS:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

**C. EMPLOYEES AS INSURED**

The following is added to Paragraph A.1., **Who Is An Insured**, of SECTION II – LIABILITY COVERAGE:

COMMERCIAL AUTO

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

**D. SUPPLEMENTARY PAYMENTS - INCREASED LIMITS**

1. The following replaces Paragraph A.2.a.(2) of SECTION II - LIABILITY COVERAGE:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4) of SECTION II - LIABILITY COVERAGE:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

**E. TRAILERS - INCREASED LOAD CAPACITY**

The following replaces Paragraph C.1. of SECTION I - COVERED AUTOS:

1. "Trailers" with a load capacity of 3,000 pounds or less designed primarily for travel on public roads.

**F. HIRED AUTO PHYSICAL DAMAGE**

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III - PHYSICAL DAMAGE COVERAGE:

**Hired Auto Physical Damage Coverage**

If hired "autos" are covered "autos" for Liability Coverage but not covered "autos" for Physical Damage Coverage, and this policy also provides Physical Damage Coverage for an owned "auto", then the Physical Damage Coverage is extended to "autos" that you hire, rent or borrow subject to the following:

(1) The most we will pay for "loss" in any one "accident" to a hired, rented or borrowed "auto" is the lesser of:

(a) \$50,000;

(b) The actual cash value of the damaged or stolen property as of the time of the "loss"; or

(c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

(2) An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

(3) If a repair or replacement results in better than like kind or quality, we will not pay for the amount of betterment.

(4) A deductible equal to the highest Physical Damage deductible applicable to any owned covered "auto".

(5) This Coverage Extension does not apply to:

(a) Any "auto" that is hired, rented or borrowed with a driver; or

(b) Any "auto" that is hired, rented or borrowed from your "employee".

**G. PHYSICAL DAMAGE - TRANSPORTATION EXPENSES - INCREASED LIMIT**

The following replaces the first sentence in Paragraph A.4.a., Transportation Expenses, of SECTION III - PHYSICAL DAMAGE COVERAGE:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

**H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT - INCREASED LIMIT**

Paragraph C.2., Limit Of Insurance, of SECTION III - PHYSICAL DAMAGE COVERAGE is deleted.

**I. WAIVER OF DEDUCTIBLE - GLASS**

The following is added to Paragraph D., Deductible, of SECTION III - PHYSICAL DAMAGE COVERAGE:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

**J. PERSONAL EFFECTS**

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III - PHYSICAL DAMAGE COVERAGE:

**Personal Effects Coverage**

We will pay up to \$400 for "loss" to wearing apparel and other personal effects which are:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage only applies in the event of a total theft of your covered "auto".

No deductibles apply to Personal Effects coverage.

**K. AIRBAGS**

The following is added to Paragraph B.3., Exclusions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

**L. AUTO LOAN LEASE GAP**

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

**Auto Loan Lease Gap Coverage for Private Passenger Type Vehicles**

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the Schedule or Declarations for which Physical Damage Coverage is provided, we will pay any unpaid amount due on the lease or loan for such covered "auto" less the following:

- (1) The amount paid under the Physical Damage Coverage Section of the policy for that "auto"; and

(2) Any:

- (a) Overdue lease or loan payments at the time of the "loss";
- (b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
- (c) Security deposits not returned by the lessor;
- (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- (e) Carry-over balances from previous loans or leases.

**M. BLANKET WAIVER OF SUBROGATION**

The following replaces Paragraph A.5., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – BUSINESS AUTO CONDITIONS:

**5. Transfer Of Rights Of Recovery Against Others To Us**

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ARCHITECTS, ENGINEERS AND SURVEYORS XTEND ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**GENERAL DESCRIPTION OF COVERAGE** Provisions A. – T. and V. of this endorsement broaden coverage. Provisions U. and W. of this endorsement may limit coverage. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the **PROVISIONS** of this endorsement carefully to determine rights, duties, and what is and is not covered.

- |   |  |
|---|--|
| <ul style="list-style-type: none"> <li>A. Broadened Named Insured</li> <li>B. Incidental Medical Malpractice</li> <li>C. Reasonable Force – Bodily Injury Or Property Damage</li> <li>D. Non-Owned Watercraft – Increased To Up To 75 feet</li> <li>E. Aircraft Chartered With Crew</li> <li>F. Extension Of Coverage – Damage To Premises Rented To You</li> <li>G. Malicious Prosecution – Exception To Knowing Violation Of Rights Of Another Exclusion</li> <li>H. Medical Payments Limit</li> <li>I. Increased Supplementary Payments</li> <li>J. Additional Insured – Owner, Manager Or Lessor Of Premises</li> <li>K. Additional Insured – Lessor Of Leased Equipment</li> <li>L. Additional Insured – State Or Political Subdivisions – Permits Relating To Premises</li> <li>M. Additional Insured – State Or Political Subdivisions – Permits Relating To Operations</li> </ul> | <ul style="list-style-type: none"> <li>N. Additional Insured – Architect, Engineer Or Surveyor</li> <li>O. Who Is An Insured – Newly Acquired Or Formed Organizations</li> <li>P. Who Is An Insured – Unnamed Partnership Or Joint Venture – Excess</li> <li>Q. Per Project General Aggregate Limit</li> <li>R. Knowledge And Notice Of Occurrence Or Offense</li> <li>S. Unintentional Omission</li> <li>T. Waiver Of Transfer Of Rights Of Recovery Against Others To Us When Required By Contract Or Agreement</li> <li>U. Amended Bodily Injury Definition</li> <li>V. Amended Insured Contract Definition – Railroad Easement</li> <li>W. Amended Property Damage Definition – Tangible Property</li> <li>X. Additional Definition – Contract or Agreement Requiring Insurance</li> </ul> |
|---|--|

### **PROVISIONS**

#### **A. BROADENED NAMED INSURED**

1. The Named Insured in Item 1. of the Common Policy Declarations is amended as follows:

The person or organization named in Item 1. of the Common Policy Declarations and any organization, other than a partnership, joint venture, limited liability company or trust, of which you are the sole owner or in which you maintain the majority ownership interest on the effective date of the policy. However,

coverage for any such additional organization will cease as of the date, if any, during the policy period, that you no longer are the sole owner of, or maintain the majority ownership interest in, such organization.

2. This Provision A. does not apply to any person or organization for which coverage is excluded by another endorsement to this Coverage Part.

#### **B. INCIDENTAL MEDICAL MALPRACTICE**

1. The following is added to Paragraph 1. Insuring Agreement of **COVERAGE A BODILY**

COMMERCIAL GENERAL LIABILITY

**INJURY AND PROPERTY DAMAGE LIABILITY in COVERAGES (Section I):**

"Bodily injury" arising out of the rendering of, or failure to render, "first aid" or "Good Samaritan services" to a person, other than a co-"employee" or "volunteer worker", will be deemed to be caused by an "occurrence". For the purposes of determining the applicable limits of insurance, any act or omission together with all related acts or omissions in the furnishing of the services to any one person will be deemed one "occurrence".

2. As used in this Provision B.:
  - a. "First aid" means medical or nursing service, treatment, advice or instruction; the related furnishing of food or beverages; the furnishing or dispensing of drugs or medical supplies or appliances;
  - b. "Good Samaritan services" means those medical services rendered or provided in an emergency and for which no remuneration is demanded or received.
3. Paragraph 2.a.(1)(d) of **WHO IS AN INSURED (Section II)** does not apply to any of your "employees", who are not employed as a doctor or nurse by you, but only while performing the services described in Paragraph 1. above and while acting within the scope of their employment by you. Any such "employees" rendering "Good Samaritan services" will be deemed to be acting within the scope of their employment by you.
4. The following exclusion is added to Paragraph 2. **Exclusions of COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY in COVERAGES (Section I):**

**Sale of Pharmaceuticals**

"Bodily injury" or "property damage" arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by or with the knowledge or consent of the insured.

5. The insurance provided by this Provision B. shall be excess over any valid and collectible other insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to apply in excess of the Limits of Insurance shown in the Declarations for this Coverage Part.

**C. REASONABLE FORCE – BODILY INJURY OR PROPERTY DAMAGE**

The **Expected Or Intended Injury** Exclusion in Paragraph 2. **Exclusions of COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY in COVERAGES (Section I)** is deleted and replaced by the following:

**Expected Or Intended Injury Or Damage**

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect any person or property.

**D. NON-OWNED WATERCRAFT – INCREASED TO UP TO 75 FEET**

1. The exception contained in Subparagraph (2) of the **Aircraft, Auto Or Watercraft** Exclusion in 2. **Exclusions of COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY in COVERAGES (Section I)** is deleted and replaced by the following:
  - (2) A watercraft you do not own that is:
    - (a) Less than 75 feet long; and
    - (b) Not being used to carry persons or property for a charge;
2. Only as respects the insurance provided by this Provision D., **WHO IS AN INSURED (Section II)** is amended to include as an insured any person who, with your expressed or implied consent, either uses or is responsible for the use of the watercraft.
3. The insurance provided by this Provision D. shall be excess over any valid and collectible other insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to apply in excess of the Limits of Insurance shown in the Declarations for this Coverage Part.

**E. AIRCRAFT CHARTERED WITH CREW**

1. The following is added to the exceptions contained in the **Aircraft, Auto Or Watercraft** Exclusion in Paragraph 2. **Exclusions of COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY in COVERAGES (Section I):**

Aircraft chartered with crew, including a pilot, to any insured.

2. This Provision E. does not apply if the chartered aircraft is owned by any insured.
3. The insurance provided by this Provision E. shall be excess over any valid and collectible other insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to apply in excess of the Limits of Insurance shown in the Declarations for this Coverage Part.

**F. EXTENSION OF COVERAGE – DAMAGE TO PREMISES RENTED TO YOU**

1. The last paragraph of **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** in **COVERAGES (Section I)** is deleted and replaced by the following:

Exclusions c. through n. do not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

- a. Fire;
- b. Explosion;
- c. Lightning;
- d. Smoke resulting from such fire, explosion, or lightning; or
- e. Water.

A separate limit of insurance applies to this coverage as described in **LIMITS OF INSURANCE (Section III)**.

2. The insurance under this Provision F. does not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:
  - a. Rupture, bursting, or operation of pressure relief devices;
  - b. Rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water; or
  - c. Explosion of steam boilers, steam pipes, steam engines, or steam turbines.
3. Paragraph 6. of **LIMITS OF INSURANCE (Section III)** is deleted and replaced by the following:

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for the sum of all damages because of "property damage" to

any one premises while rented to you, or temporarily occupied by you with permission of the owner, caused by: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water. The Damage To Premises Rented To You Limit will apply to all "property damage" proximately caused by the same "occurrence", whether such damage results from: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water; or any combination of any of these causes.

The Damage To Premises Rented To You Limit will be the higher of:

- a. \$1,000,000; or
- b. The amount shown for the Damage To Premises Rented To You Limit in the Declarations for this Coverage Part.

4. Paragraph a. of the definition of "insured contract" in **DEFINITIONS (Section V)** is deleted and replaced by the following:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water is not an "insured contract";

5. This Provision F. does not apply if coverage for Damage To Premises Rented To You of **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** in **COVERAGES (Section I)** is excluded by another endorsement to this Coverage Part.

**G. MALICIOUS PROSECUTION – EXCEPTION TO KNOWING VIOLATION OF RIGHTS OF ANOTHER EXCLUSION**

The following is added to the **Knowing Violation Of Rights Of Another Exclusion** in 2. Exclusions of **COVERAGE B PERSONAL INJURY, ADVERTISING INJURY AND WEB SITE INJURY LIABILITY** of the **WEB XTEND LIABILITY Endorsement**:

This exclusion does not apply to "personal injury" caused by malicious prosecution.

COMMERCIAL GENERAL LIABILITY

**H. MEDICAL PAYMENTS LIMIT**

The Medical Expense Limit shown in the Declarations for this Coverage Part is increased to \$10,000.

**I. INCREASED SUPPLEMENTARY PAYMENTS**

Paragraphs 1.b. and 1.d. of **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B in COVERAGES (Section I)** are amended as follows:

1. In Paragraph 1.b., the amount we will pay for the cost of bail bonds is increased to \$2500.
2. In Paragraph 1.d., the amount we will pay for loss of earnings is increased to \$500 a day.

**J. ADDITIONAL INSURED - OWNER, MANAGER OR LESSOR OF PREMISES**

1. **WHO IS AN INSURED (Section II)** is amended to include as an insured:

Any person or organization that you have agreed in a contract or agreement to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after you have entered into that contract or agreement; and
  - b. Only if the "bodily injury", "property damage" or "personal injury" is caused, in whole or in part, by acts or omissions of you or any person or organization performing operations on your behalf, and arises out of the ownership, maintenance or use of that part of any premises leased to you under that contract or agreement.
2. The insurance provided to such additional insured under this Provision J. is subject to the following provisions:
    - a. The limits of insurance afforded to such additional insured shall be the limits which you agreed to provide in the contract or agreement, or the limits shown in the Declarations for this Coverage Part, whichever are less; and
    - b. The insurance afforded to such additional insured does not apply to:
      - (1) Any "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after you cease to be a tenant in that premises;

- (2) Any structural alterations, new construction or demolition operations performed by or on behalf of such additional insured; or

- (3) Any premises for which coverage is excluded by another endorsement to this Coverage Part.

3. This Provision J. does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

**K. ADDITIONAL INSURED - LESSOR OF LEASED EQUIPMENT**

1. **WHO IS AN INSURED (Section II)** is amended to include as an insured:

Any person or organization that you have agreed in a contract or agreement to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after you have entered into that contract or agreement; and
  - b. Only if the "bodily injury", "property damage" or "personal injury" is caused, in whole or in part, by acts or omissions of you or any person or organization performing operations on your behalf, in the maintenance, operation or use of equipment leased to you by such additional insured.
2. The insurance provided to such additional insured under this Provision K. is subject to the following provisions:
    - a. The limits of insurance afforded to such additional insured shall be the limits which you agreed to provide in the contract or agreement, or the limits shown in the Declarations for this Coverage Part, whichever are less; and
    - b. The insurance afforded to such additional insured does not apply:
      - (1) To any "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after the equipment lease expires; or

(2) If the equipment is leased with an operator.

3. This Provision K. does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

**L. ADDITIONAL INSURED – STATE OR POLITICAL SUBDIVISIONS – PERMITS RELATING TO PREMISES**

The following is added to Paragraph 2. of **WHO IS AN INSURED (Section II)** to include as an insured:

Any state or political subdivision that has issued a permit in connection with premises owned or occupied by, or rented or loaned to, you, but only with respect to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations for which that state or political subdivision has issued such permit.

**M. ADDITIONAL INSURED – STATE OR POLITICAL SUBDIVISIONS – PERMITS RELATING TO OPERATIONS**

The following is added to Paragraph 2. of **WHO IS AN INSURED (Section II)** to include as an insured:

Any state or political subdivision that has issued a permit, but only with respect to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of operations performed by you or on your behalf for which that state or political subdivision has issued such permit. However, no such state or political subdivision is an insured for:

1. "Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of operations performed for that state or political subdivision; or
2. "Bodily injury" or "property damage" included within the "products – completed operations hazard".

**N. ADDITIONAL INSURED – ARCHITECT, ENGINEER OR SURVEYOR**

1. The following is added to Paragraph 2. of **WHO IS AN INSURED (Section II)** to include as an insured:

Any architect, engineer or surveyor engaged by or for you that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" that is caused, in whole or in part, by acts or omissions of you or any person or organization acting on your behalf in connection with your premises or "your work".

2. This Provision N. does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

**O. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED ORGANIZATIONS**

1. Paragraph 4.a. of **WHO IS AN INSURED (Section II)** is deleted and replaced by the following:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier. Any such newly acquired or formed organization that you report in writing to us within 180 days after you acquire or form the organization will be covered under this provision until the end of the policy period, even if there are more than 180 days remaining until the end of the policy period;

2. This Provision O. does not apply to any organization for which coverage is excluded by another endorsement to this Coverage Part.

**P. WHO IS AN INSURED – UNNAMED PARTNERSHIP OR JOINT VENTURE – EXCESS**

1. The last paragraph of **WHO IS AN INSURED (Section II)** is deleted and replaced by the following:

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Common Policy Declarations.

## COMMERCIAL GENERAL LIABILITY

However, this exclusion does not apply to your liability with respect to your conduct of the business of any current or past partnership or joint venture:

- a. That is not shown as a Named Insured in the Common Policy Declarations, and
  - b. In which you are a member or partner where each and every one of your co-ventures in that joint venture is an architectural, engineering, or surveying firm.
2. This Provision P. does not apply to any person or organization for which coverage is excluded by another endorsement to this Coverage Part.
  3. The insurance provided by this Provision P. shall be excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, which is available covering your liability with respect to your conduct of the business of any current or past partnership or joint venture that is not shown as a Named Insured in the Common Policy Declarations and which is issued to such partnership or joint venture.

### Q. PER PROJECT GENERAL AGGREGATE LIMIT

1. Paragraph 2. of **LIMITS OF INSURANCE (Section III)** is deleted and replaced by the following:

The General Aggregate Limit is the most we will pay for the sum of:

- a. Damages under Coverage B; and
  - b. Damages from "occurrences" under Coverage A and for all medical expenses caused by accidents under Coverage C which cannot be attributed only to operations at a single "project".
2. The following is added to **LIMITS OF INSURANCE (Section III)**:

A separate Per Project General Aggregate Limit applies to each "project" for all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Coverage A and for all medical expenses caused by accidents under Coverage C which can be attributed only to operations at a single "project", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations for this Coverage Part.

Any payments made under Coverage A for damages and under Coverage C for medical expenses shall reduce the Per Project General Aggregate Limit for that "project", but shall not reduce:

- a. Any other Per Project General Aggregate Limit for any other "project";
- b. The General Aggregate Limit; or
- c. The Products-Completed Operations Aggregate Limit.

The limits shown in the Declarations for this Coverage Part for Each Occurrence, Damage To Premises Rented To You and Medical Expense are also subject to the Per Project General Aggregate Limit when the Per Project General Aggregate Limit applies.

3. As used in the Provision Q.:

"Project" means an area away from premises owned by or rented to you at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each "project" that includes premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad shall be considered a single "project".

### R. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph 2. **Duties In The Event of Occurrence, Offense, Claim Or Suit of COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV)**:

Notice of an "occurrence" or of an offense which may result in a claim must be given as soon as practicable after knowledge of the "occurrence" or offense has been reported to you, one of your "executive officers" (if you are a corporation), one of your partners who is an individual (if you are a partnership), one of your managers (if you are a limited liability company), one of your trustees who is an individual (if you are a trust), or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice.

Knowledge by any other "employee" of an "occurrence" or offense does not imply that you also have such knowledge.

Notice of an "occurrence" or of an offense which may result in a claim will be deemed to be given as soon as practicable to us if it is given in good faith as soon as practicable to your workers' compensation, accident, or health insurer. This applies only if you subsequently give notice of the "occurrence" or offense to us as soon as practicable after you, one of your "executive officers" (if you are a corporation), one of your partners who is an individual (if you are a partnership), one of your managers (if you are a limited liability company), one of your trustees who is an individual (if you are a trust), or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice discovers that the "occurrence" or offense may involve this policy.

**S. UNINTENTIONAL OMISSION**

1. The following is added to Paragraph 6. **Representations of COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV)**:

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy shall not prejudice your rights under this insurance.

2. This Provision S. does not affect our right to collect additional premium or to exercise our right of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

**T. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US WHEN REQUIRED BY CONTRACT OR AGREEMENT**

The following is added to Paragraph 8. **Transfer of Rights of Recovery Against Others to Us of COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV)**:

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of:

1. Premises owned by you, temporarily occupied by you with permission of the owner, or leased or rented to you;
2. Ongoing operations performed by you, or on your behalf, under a contract or agreement with that person or organization;
3. "Your work"; or

4. "Your products".

We waive these rights only where you have agreed to do so as part of a contract or agreement entered into by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense or "advertising injury" offense is committed.

**U. AMENDED BODILY INJURY DEFINITION**

The definition of "bodily injury" in **DEFINITIONS (Section V)** is deleted and replaced by the following:

"Bodily injury" means:

- a. Physical harm, including sickness or disease, sustained by a person;
- b. Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease; or
- c. Care, loss of services or death resulting at any time from such physical harm, sickness or disease.

**V. AMENDED INSURED CONTRACT DEFINITION - RAILROAD EASEMENT**

1. Subparagraph c. of the definition of "insured contract" in **DEFINITIONS (Section V)** is deleted and replaced by the following:

- c. Any easement or license agreement;

2. Subparagraph f.(1) of the definition of "insured contract" in **DEFINITIONS (Section V)** is deleted.

**W. AMENDED PROPERTY DAMAGE DEFINITION - TANGIBLE PROPERTY**

The definition of "property damage" in **DEFINITIONS (Section V)** is deleted and replaced by the following:

"Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, tangible property does not include data.

COMMERCIAL GENERAL LIABILITY

X. The following definition is added to **SECTION V – DEFINITIONS:**

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury"

and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**BLANKET ADDITIONAL INSURED  
(ARCHITECTS, ENGINEERS AND SURVEYORS)**

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. The following is added to WHO IS AN INSURED (Section II):**

Any person or organization that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "products-completed operations hazard".

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- d. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- e. This insurance does not apply to the rendering of or failure to render any "professional services".
- f. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the **LIMITS OF**

**INSURANCE (Section III) for this Coverage Part.**

**B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):**

However, if you specifically agree in a "contract or agreement requiring insurance" that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance". But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured under any other insurance.

**C. The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):**

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that person or organization. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with such person or organization entered into by you before, and in effect when, the "bodily

COMMERCIAL GENERAL LIABILITY

injury" or "property damage" occurs, or the "personal injury" offense is committed.

**D.** The following definition is added to **DEFINITIONS (Section V)**:

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include a person or organization as an additional insured on this Cov-

erage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

**FIFTH AMENDMENT TO AGREEMENT BETWEEN THE CITY OF COVINA AND  
INTERWEST CONSULTING GROUP, INC  
FOR PLANNING AND TRANSIT CONSULTING SERVICES**

THIS FIFTH AMENDMENT is made and entered into as of July 1, 2016 by and between the City of Covina, a California municipal corporation (hereinafter referred to as "City"), and Interwest Consulting Group, Inc., a Colorado Corporation (hereinafter referred to as "Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. This Fifth Amendment is made with the respect to the following facts and purposes:
  - a. On November 19, 2013 the City and Consultant entered into that certain Professional Services Agreement for plan check and building services in the compensation amount based on thirty four percent of the plan review fee.
  - b. In Fiscal Year 2013-2014, the City and Consultant entered into the First Amendment to that certain Agreement entitled "Agreement for Geographic Information Systems Programing Servives," to modify the scope of work, to include inspection services and Geographic Information Systems programming services related to the Rental Inspection Program, and increase the compensation amount to \$28,900.00.
  - c. On March 10, 2015 the City and Consultant entered into the Second Amendment to that certain Agreement entitled "Agreement for Community Development Project Management Services," to add scope of work to include Community Development Project Management Services, and increase the compensation amount to \$25,000.00.
  - d. On July 30, 2015, the City and Consultant entered into the Third Amendment to that certain Agreement entitled "Agreement for Community Development Project Management Services," to extend the term of the agreement to June 30, 2016, and increase the compensation amount to \$82,000.00
  - e. On December 1, 2015, the City and Consultant entered into the Fourth Amendment to that certain Agreement entitled "Agreement for Transit and Transportation Services," to add scope of work to include transit and transportation consulting services, and increase the compensation amount to \$42,840.00.
  - f. The parties now desire to add scope of work to include planning services and transit and transportation consulting services, and extend the term of the agreement to June 30, 2017, and to increase the compensation in the amount of \$137,680.00 for a new total agreement amount not to exceed \$316,420.00 and to amend the Agreement as set forth in this Amendment.

2. Section 1 of the Agreement entitled **“RECITALS”** is hereby amended to read as follows:

“CITY has considered the proposals attached hereto and incorporated herein as Attachment A (**“Scope of Services”**); Attachment B (**“First Amendment to Professional Services Agreement with Interwest Consulting Group”**); Attachment C (**“Proposal to Provide Community Development Project Management Services”**); Attachment D (**“Amendment No. 3 to the Professional Services Agreement for Community Development Project Management Services between the City of Covina and Interwest Consulting Group, Inc.”**); and E (**“Fourth Amendment to Professional Services Agreement with Interwest Consulting Group”**) (collectively, the **“Proposal”**) from CONSULTANT for professional services, including, but not limited to, providing the services as described in Section 6 of this Agreement.”

3. Section 6 of the Agreement entitled **“SCOPE OF SERVICES”** is hereby amended to read as follows:

“CONSULTANT will diligently perform the tasks, in a good and workmanlike manner, which are more specifically identified in the Scope of Services, attached hereto and incorporated herein by reference in Attachments B, C, D, and E unless otherwise instructed by City. Further, CONSULTANT shall provide transit and transportation consulting services, as more particularly described in Exhibit A, of the Fifth Amendment.”

4. Section 10 of the Agreement entitled **“TERM”** is hereby amended to read as follows:

“The term of this Agreement shall be from the Effective Date through June 30, 2017, unless sooner terminated as provided in Section 15 of this Agreement.”

5. Paragraph F of Section 11 of the Agreement entitled **“COMPENSATION”** is hereby amended to read as follows:

F. Compensation. As full compensation for Consultant’s services provided under this Agreement, City shall pay Consultant the total flat sum of One Hundred Thirty Seven Thousand, Six Hundred and Eighty Dollars (\$137,680) for FY 2016-17. For a total agreement not to exceed sum of Three Hundred Sixteen Thousand, Four Hundred and Twenty Dollars (\$316,420) (the **“maximum compensation”**), as set forth in the Approved Fee Schedule, attached hereto as Attachments B thru E. Any terms in Attachment A of the Professional Services Agreement dated November 19, 2013, other than the payment rates and schedule of payment, are null and void.

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

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

City:

City of Covina,  
a California municipal corporation

By: Donald Penman  
Name: Donald Penman  
Title: Interim City Manager

ATTEST:

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

APPROVED AS TO FORM:

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

Consultant:

Interwest Consulting Group,  
a Colorado corporation

By: Terry J. Rodrigue  
Name: Terry J. Rodrigue  
Title: President

By: Debra Thorson  
Name: Debra Thorson  
Title: Chief Finance Officer

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

**EXHIBIT A**

Attached hereto and incorporated herein is the additional scope of work as provided by the Consultant.



**SIXTH AMENDMENT TO AGREEMENT BETWEEN THE CITY OF COVINA AND  
INTERWEST CONSULTING GROUP, INC  
FOR TRANSIT CONSULTING SERVICES**

THIS SIXTH AMENDMENT is made and entered into as of October 1, 2016 by and between the City of Covina, a California municipal corporation (hereinafter referred to as "City"), and Interwest Consulting Group, Inc., a Colorado Corporation (hereinafter referred to as "Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. This Sixth Amendment is made with the respect to the following facts and purposes:
  - a. On November 19, 2013 the City and Consultant entered into that certain Professional Services Agreement for plan check and building services in the compensation amount based on thirty four percent of the plan review fee.
  - b. In Fiscal Year 2013-2014, the City and Consultant entered into the First Amendment to that certain Agreement entitled "Agreement for Geographic Information Systems Progaming Servives," to modify the scope of work, to include inspection services and Geographic Information Systems programming services related to the Rental Inspection Program, and increase the compensation amount to \$28,900.00.
  - c. On March 10, 2015 the City and Consultant entered into the Second Amendment to that certain Agreement entitled "Agreement for Community Development Project Management Services," to add scope of work to include Community Development Project Management Services, and increase the compensation amount to \$25,000.00.
  - d. On July 30, 2015, the City and Consultant entered into the Third Amendment to that certain Agreement entitled "Agreement for Community Development Project Management Services," to extend the term of the agreement to June 30, 2016, and increase the compensation amount to \$82,000.00
  - e. On December 1, 2015, the City and Consultant entered into the Fourth Amendment to that certain Agreement entitled "Agreement for Transit and Transportation Services," to add scope of work to include transit and transportation consulting services, and increase the compensation amount to \$42,840.00.
  - f. On June 21, 2016, the City and Consultant entered into the Fifth Amendment to that certain Agreement entitled "Agreement for Planning and Transit Consulting Services" to add scope of work to include planning services and transit and transportation consulting services, and extend the term of the agreement to June 30, 2017, and to increase the compensation in the amount of \$137,680.00 for a new total agreement amount not to exceed \$316,420.00.
  - g. The parties now desire to increase the compensation in the amount of \$17,680 for transit and transportation consulting services between October 1, 2016 and

December 31, 2016 for a new total agreement amount not to exceed \$334,100.00 and to amend the Agreement as set forth in this Amendment.

2. Paragraph F of Section 11 of the Agreement entitled “**COMPENSATION**” is hereby amended to read as follows:

F. Compensation. As full compensation for Consultant’s services provided under this Agreement, City shall pay Consultant the total flat sum of One Hundred Fifty-Five Thousand, Three Hundred and Sixty Dollars (\$155,360) for FY 2016-17. For a total agreement not to exceed sum of Three Hundred Thirty-Four Thousand and One Hundred Dollars (\$334,100) (the “maximum compensation”), as set forth in the Approved Fee Schedule, attached hereto as Attachments B thru E. Any terms in Attachment A of the Professional Services Agreement dated November 19, 2013, other than the payment rates and schedule of payment, are null and void.

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

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

City:

Consultant:

City of Covina,  
a California municipal corporation

Interwest Consulting Group,  
a Colorado corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Terry J. Rodrique  
Title: President

ATTEST:

By: \_\_\_\_\_  
Name: Debra Thorson  
Title: Chief Finance Officer

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

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

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Name: Candice K. Lee  
Title: City Attorney

**THIS PAGE LEFT INTENTIONALLY BLANK**



# CITY OF COVINA

## AGENDA REPORT

ITEM NO. CC 7

---

**MEETING DATE:** September 20, 2016

**TITLE:** Request to California Public Utilities Commission (CPUC) Staff for Authorization to Alter the Citrus Avenue Highway-Rail Crossing Pursuant to General Order (GO) 88-B

**PRESENTED BY:** Siobhan Foster, Director of Public Works

**RECOMMENDATION:** Authorize the Director of Public Works to execute the attached Request to CPUC Staff for Authorization to Alter the Citrus Avenue Highway-Rail Crossing Pursuant to GO 88-B for the Citrus Avenue Highway-Rail at Grade Crossing.

---

### **BACKGROUND:**

The Covina Metrolink Station originally opened in 1992 and is part of the 56.2 mile San Bernardino Line serving 13 stations between San Bernardino and Los Angeles and 3.2 million riders annually. Thirty-eight trains serve the line on weekdays, 20 trains on Saturdays, and 14 trains on Sundays. Ridership averages 11,203 passengers on weekdays, 4,412 on Saturdays, and 2,987 on Sundays. Average weekday boardings at the Covina Metrolink Station total 873 passengers per day (FY16 Q1: July, August and September 2015), making Covina the busiest station on the San Bernardino Line with the exception of LA Union Station.

On January 5, 2016, the City Council authorized the City Clerk to file a Notice of Completion for Project No. T-0814B, Pedestrian and Metrolink Station Improvements Project. This \$1,761,404 project, funded with Proposition A, Proposition C, Measure R, and Federal SAFETEA-LU funds, included the construction of the Metrolink Pedestrian Plaza that provides direct pedestrian access between the Citrus Avenue sidewalk and the loading platform, reconfiguration of the station parking lot to increase efficiency and reduce congestion related to passenger drop-offs and pick-ups, and installation of a new crosswalk over the north leg of the Citrus Avenue/Front Street intersection. The new crosswalk on the north leg of the intersection encourages commuters to walk across Citrus Avenue within the pedestrian accessible path and eliminate jay-walking.

As the Pedestrian and Metrolink Station Improvements Project was concluding, the Southern California Regional Rail Authority (SCRRA) informed the City that it has secured funding to make safety improvements at various rail crossings along the San Bernardino Line, including the crossing at Citrus Avenue. The SCRRA seeks to provide a system-wide sealed corridor for improving safety in this rail corridor. A sealed corridor approach is a cost-effective alternative to enhance rail safety through a comprehensive strategy to enhance the safety of trains, passengers, motorists, pedestrians, and neighboring land uses within and among Metrolink's railroad corridors. Typical safety measures include median barriers, four-quadrant gates, signal,

signage and striping improvements, and fencing to systematically reduce the opportunity for accidents at grade crossings or elsewhere within the corridor.

SCRRA determined that there is a need to provide additional safety enhancements at the Citrus Avenue grade crossing and has studied the appropriate safety enhancements at this location. The SCRRA now desires to improve a portion of the at-grade highway-railroad crossing at Citrus Avenue.

While the recently completed improvements in the vicinity of the Covina Metrolink Station consisted of both on and off-site improvements to enhance parking lot circulation, passenger drop-off and pick-up areas, and pedestrian circulation, SCRRA recently identified additional off-site safety enhancements it desires to implement, as part of its system-wide sealed corridor approach for improving safety in this rail corridor. SCRRA's proposed project includes enhancements to the pedestrian pathways to and from the Covina Metrolink station on Citrus Avenue and the Metrolink Parking Structure to west of the station on Front Street. The enhancements will facilitate the high volume of pedestrian traffic traversing the rail crossing throughout the day.

SCRRA has obtained Los Angeles County Metropolitan Transportation Authority (Metro) Measure R Funds and State of California Department of Transportation (Caltrans) Proposition 1B Transportation Corridors Improvement Fund (TCIF) to make pedestrian safety improvements at this crossing. The proposed improvements include roadway work consisting of new curb and gutter, asphalt paving, sidewalk, ADA ramps, pedestrian swing gates, pedestrian channelization, crossing arms, traffic signal modifications, and signing and striping. It should be noted that the proposed improvements will also include pedestrian pathway enhancements consisting of new fencing, pedestrian crossing arms and gates, ramps, and steps in the recently completed Metrolink Pedestrian Plaza and adjacent to the entrance to the station parking lot. These enhancements will require the reconfiguration of a portion of the Plaza, including the elimination of one of the decorative tree planters, which is in conflict with the proposed improvements.

On the May 3, 2016 meeting, the City Council authorized the City Manager to execute a Construction and Maintenance Agreement with SCRRA for the Citrus Avenue Pedestrian Grade Crossing Improvements, detailing the roles and responsibilities of both parties. Under the terms of the Construction and Maintenance Agreement, SCRRA is designing and constructing the pedestrian safety improvements to the Citrus Avenue crossing at its cost. SCRRA will also be responsible for the maintenance of the rail crossing within their jurisdiction, which is typically the width of fifteen (15') feet on either side of the centerline of the tracks. The City will be responsible for the maintenance of the rail crossing outside of this area, including the maintenance of the Citrus Avenue roadway surface, traffic signals, sidewalks, and curb ramps.

## **DISCUSSION**

GO 88-B provides a process for CPUC staff authorization of rail crossing modifications that meet certain criteria. For construction that does not meet the criteria, such as construction of a new rail crossing, a formal application process is required. Projects that are processed pursuant to the GO 88-B authorization request process typically take less than 45 days for approval. GO 88-B authorizations are valid for 3 years from the date of the authorization issuance letter.

Project criteria that allows for CPUC staff authorization of rail crossing modifications include the following:

1. Grade crossing widening within the existing street right-of-way.

2. Approach grade changes.
3. Track elevation changes.
4. Roadway realignment that is functionality related to the existing crossing and can be achieved within the existing or a contiguous right-of-way.
5. Addition of one track within the existing rail agency right-of-way.
6. Change in the type or addition of an automatic signaling device, crossing gate, crossing flagman or other forms of crossing protection or reduction of hours during which any such protection is maintained, or other minor alterations.
7. Alterations or reconstruction of an existing grade-separated crossing, where exempt from the California Environmental Quality Act (CEQA) pursuant to California Public Resources (PR) Code Section 21080.13.
8. Construction of a grade-separation that eliminates an existing at-grade highway-rail crossing, where exempt from CEQA pursuant to PR Code Section 21080.13.

In addition to meeting the above criteria, all interested parties, including CPUC staff, must agree to the project. If any party objects to the proposed project, then a formal application must be filed.

To facilitate construction of the SCRRA-planned safety enhancements, the City must now execute the attached Request to CPUC Staff for Authorization to Alter the Citrus Avenue Highway-Rail Crossing Pursuant to GO 88-B. As such, the Department of Public Works is seeking authorization for the Director of Public Works to execute the attached form, which has been reviewed and approved by the City Attorney and City Engineer/Traffic Engineer.

**FISCAL IMPACT:**

The City will not incur additional financial obligations by executing the attached Request to CPUC Staff for Authorization to Alter the Citrus Avenue Highway-Rail Crossing Pursuant to GO 88-B. Under the terms of the previously executed Construction and Maintenance Agreement, the City will be responsible for the maintenance of the rail crossing outside of the SCRRA right-of-way, including the maintenance of the Citrus Avenue roadway surface, traffic signals, sidewalks, and curb ramps. As these maintenance items are currently City responsibility, the City will not incur additional costs as a result of this project. Further, there is no General Fund impact associated with the project.

**CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):**

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

Respectfully submitted,



---

Siobhan Foster  
Director of Public Works

**ATTACHMENTS:**

Attachment A: Request to CPUC Staff for Authorization to Alter the Citrus Avenue Highway-Rail Crossing Pursuant to GO 88-B

**REQUEST TO CPUC STAFF FOR AUTHORIZATION TO  
ALTER HIGHWAY-RAIL CROSSING  
PURSUANT TO GENERAL ORDER 88-B**



**1. Date Submitted: August 15, 2016**

**2. Applicant Info**

Organization Name:	SCRRA
Contact Person:	Patricia Watkins, SCRRA
Title:	Interim Director of Engineering and Construction
Street Address:	2558 Supply Street
City:	Pomona
Zip:	91767
Phone:	909.593.4291
Email:	watkinsp@scrra.net

**3. Crossing proposed to be altered**

PUC Crossing Number:	101SG-22.91		
U.S. DOT Crossing Number:	747307C		
Street Name:	Citrus Avenue		
City:	Covina		
County:	Los Angeles		
Average Daily Vehicle Traffic (ADT) on roadway crossing tracks	16,696		
Year ADT count taken (should be within last 5 years)	2016		
Railroad Responsible for Crossing:	SCRRA		
Other Railroads Operating on Tracks:	UPRR		
Average Daily Train Traffic and speed from all operating railroads	Train Volume	Maximum Train Speed	
	Passenger	38	60
	Freight	4	
	Transit	N/A	

**4. Describe Proposed Alterations (including any temporary reduced clearance variance requests):**

- Installation of pre-signal for northbound traffic and additional 21 seconds advanced preemption time to clear the crossing
- Installation of queue cutter signal for southbound traffic
- Installation of exit gates for both directions
- Installation of Ped and exit gates on sidewalk for all four direction

- Widening sidewalk on the west side of Citrus to allow for the pedestrian gates
- Installation of signs to guide pedestrians from station to the parking garage
- Installation of signing, striping legends as shown on the attached exhibit

**5. Describe the public benefits to be achieved by the proposed alterations:**

The public will benefit from the proposed project by providing motor vehicles and pedestrians clear direction on the limits of the crossing as well as additional safety enhancements.

The railroad, SCRRRA, will also benefit from the modifications/enhancements by reduction in potential pedestrian and motor vehicle incidents with trains, increasing ridership, providing on time performance, increasing reliability, shortening train headways and ultimately providing greater service to the general public.

**6. Explain why a separation of grades is not practicable:**

This Grade Crossing Safety Enhancement Program does not change the intended use of the crossing. In addition, the geometry and the surrounding area, proximity of local businesses/facilities does not make grade separation a practicable solution.

**7. Describe crossing warning devices**

Current:	Four CPUC Standard # 9
Proposed:	Eight CPUC Standard # 9 and four CPUC Standard #9 pedestrian gates

**8. Temporary Traffic Controls - Include a statement of temporary traffic controls to be provided during construction:**

The temporary traffic controls, including temporary crossing closures and detours, will meet the requirements of the CAMUTCD and the City of Covina Temporary Traffic Control Standards and Requirements.

**9. CEQA (Applicable only to grade-separation projects). If the project involves grade separation of an existing at grade crossing, then either a copy of the Notice of Exemption from CEQA or other factual evidence that the project is exempt from Public Resources Code Section 21080.13 must be provided.**

**10. Signature**

I, Patricia Watkins, am an employee of Southern California Regional Rail Authority (SCRRA) and authorized to sign this GO 88-B authorization request letter on its behalf.

---

Patricia Watkins  
Interim Director, Engineering and  
Construction

Signature and date

**Attachments:**

1. **Vicinity Map - Map of Immediate Vicinity on a scale of 50 to 200 ft/inch.**
2. **Grade Lines - Plans showing the profile of the existing and proposed grade lines of the track and roadway.**
3. **CEQA (Applicable only to grade-separation projects). If the project involves grade-separated crossings, then either a copy of the Notice of Exemption from CEQA or other factual evidence that the project is exempt from Public Resources Code Section 21080.13 must be provided.**

**11. Evidence of Agreement:**

I, Siobhan Foster, Director of Public Works, City of Covina, am an employee of the City of Covina and authorized to sign this letter of agreement on its behalf, hereby declare that the City of Covina concurs with the proposed project described above.

---

Siobhan Foster  
Director of Public Works  
City of Covina

Signature and Date

125 East College Street  
Covina CA 91723

---

Address



# CITY OF COVINA

## AGENDA REPORT

ITEM NO. CC 8

**MEETING DATE:** September 20, 2016

**TITLE:** First Amendment to Agreement between City of Covina and Urban Graffiti Enterprises Inc. for Citywide Transit Maintenance, Graffiti Abatement, and Code Enforcement Property Abatement Services

**PRESENTED BY:** Siobhan Foster, Director of Public Works

**RECOMMENDATION:** Authorize the Interim City Manager to execute the attached First Amendment to the Agreement between the City of Covina and Urban Graffiti Enterprises, Inc. for Citywide Transit Maintenance, Graffiti Abatement, and Code Enforcement Property Abatement Services to extend the term of the agreement by one year through September 30, 2017 and increase the total compensation by \$122,100.

**BACKGROUND:**

On September 3, 2013 and following the completion of a formal bid process, the City Council awarded a three-year agreement to Urban Graffiti Enterprises, Inc. for Citywide Transit Maintenance, Graffiti Abatement, and Code Enforcement Property Abatement Services. The agreement was awarded to Urban Graffiti Enterprises, Inc. as the lowest responsible and responsive bidder in the amount of \$355,000 for a three year term. If mutually agreeable to both parties, the contract may be extended for up to two additional years, pending City Council approval.

Under the terms and conditions of the agreement, Urban Graffiti provides transit maintenance, graffiti abatement, and property abatement services to the City of Covina as outlined below:

Facility	Description	Frequency
<b>Transit Maintenance Services:</b>		
Bus stops 100+ locations	- Debris removal	Weekly
	- Clean shelters, benches, trash cans, and bicycle racks	
	- Graffiti removal	
	- Pressure washing as needed, in accordance with National Pollutant Discharge Elimination System (NPDES) and Covina Municipal Code (CMC) requirements	

Facility	Description	Frequency
Metrolink Station 600 N. Citrus Ave. (platform, parking lot, BikeHub, guard shack, restroom)	<ul style="list-style-type: none"> <li>- Debris removal</li> <li>- Clean all surfaces</li> <li>- Sweep parking lot</li> <li>- Repaint shelters, benches, trash cans, and bicycle racks</li> <li>- Pressure washing as needed of platform, parking lot, BikeHub,</li> </ul>	Weekly
Metrolink Structure 559 N. Citrus Ave. (4 level, 655 spaces)	<ul style="list-style-type: none"> <li>- Sweep four level structure</li> <li>- Debris removal</li> <li>- Clean all surfaces</li> <li>- Empty trash cans</li> <li>- Paint services/repaint parking lot as needed</li> <li>- Pressure wash stairwells and parking lot levels</li> </ul>	Weekly
<b>Graffiti Abatement Services:</b>		
Public property	<ul style="list-style-type: none"> <li>- Document and log graffiti removal requests and provide graffiti tracking service to aid Covina Police Department</li> <li>- Patrol routes</li> <li>- Remove reported graffiti (Mon – Fri)</li> <li>- Remove vulgar graffiti (seven days per week)</li> </ul>	Ongoing Daily w/i 48 hours w/i 24 hours
<b>Property Abatement Services:</b>		
Private property	<ul style="list-style-type: none"> <li>- Emergency abatement services to bring property up to CMC requirements</li> </ul>	72 hour on-call basis

The annual pricing for transit maintenance services and graffiti abatement services is \$45,505.75 and \$72,000, respectively, for a total annual cost of \$117,505.75, plus the cost of property abatement services, which are determined based on the services provided. The total compensation amount of the current agreement is a not-to-exceed amount of \$355,000 over the three year term of the contract.

**DISCUSSION:**

The three-year agreement with Urban Graffiti Enterprises, Inc. expires on September 30, 2016. Based on the satisfactory performance of Urban Graffiti Enterprises, Inc. to date, the Department of Public Works recommends that City Council authorize the Interim City Manager to execute the proposed First Amendment to the Agreement for Citywide Transit Maintenance, Graffiti Abatement, and Code Enforcement Property Abatement Services. The First Amendment would extend the term of Agreement to September 30, 2017 and to increase the compensation by \$122,100 for a new total compensation of not-to-exceed \$477,100.

The proposed First Amendment reflects the same pricing level contained in the original agreement. In anticipation of a greater need for pressure washing at bus stops, the Covina Metrolink Station, and in the Metrolink Structure, the City is increasing the annual compensation amount to reflect a 10% contingency for transit maintenance services. The proposed compensation will be as follows:

Transit Maintenance Services	\$45,505.75
Contingency Allowance	\$4,550.58
Graffiti Abatement Services	\$72,000.00
Contract "Not to Exceed" Amount	\$122,056.33

Given the transfer of the Code Enforcement function to the Community Development Department in 2014, property abatement expenses are not reflected in the compensation amount contained in the proposed First Amendment.

**FISCAL IMPACT:**

The fiscal impact associated with the first amendment to the Citywide Transit Maintenance, Graffiti Abatement, and Code Enforcement Property Abatement Services is \$122,100, which includes a ten percent contingency in the transit maintenance category for pressure washing on an as-needed basis. Of the \$122,100 total contract cost, \$91,543 will be expended in fiscal year 2016-17. Sufficient funding is included in the approved Department of Public Works fiscal year 2016-17 budget, as outlined below:

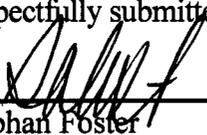
Fund	Description	Account No.	Amount
General	Graffiti Removal	1010-2010-51990	\$54,000.00
Proposition A	Transportation Shelter Maintenance	2400-TO04-52410	21,130.00
Proposition A	Metrolink Station Improvements	2400-TO01-52410	16,413.00
Total Available Funding			\$91,543.00

The remaining agreement balance of \$30,557 will be included in the Department of Public Works fiscal year 2017-18 budget and will be expended through September 30, 2017.

**CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):**

The project has been reviewed for compliance with the California Environmental Quality Act (CEQA) and is exempt per Section 15061 (b) (3). The project is covered by the general rule that CEQA only applies to projects that have the potential for causing a significant effect on the environment. The proposed First Amendment to the Agreement for Citywide Transit Maintenance, Graffiti Abatement, and Code Enforcement Property Abatement Services with Urban Graffiti Enterprises, Inc. will not result in any significant effect on the environment.

Respectfully submitted,

  
 \_\_\_\_\_  
 Siobhan Foster  
 Director of Public Works

**ATTACHMENTS:**

Attachment A: Item CC 18 Approved by City Council on September 3, 2013 with Executed Agreement

Attachment B: First Amendment for Citywide Transit Maintenance, Graffiti Abatement and Code Enforcement Property Abatement Services with Urban Graffiti Enterprises, Inc.

<input checked="" type="checkbox"/> Approved by vote <u>5-0</u>
<input type="checkbox"/> Not approved/Denied by vote _____
<input type="checkbox"/> Continued to _____
<input type="checkbox"/> Adopted Resolution No. _____
<input type="checkbox"/> Introduced/Adopted Ordinance No. _____

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

**MEETING DATE:** September 3, 2013

**ITEM NO.:** CC 18

**STAFF SOURCE:** Kalieh Honish, Interim Public Works Director *adh*  
 Alex Gonzalez, Assistant Director of Public Works  
 Justine Garcia, Management Analyst Trainee

**ITEM TITLE:** Award a Contract for City Wide Transit Maintenance, Graffiti Abatement and Code Enforcement Property Abatement Services to Urban Graffiti Enterprises, Inc.

**STAFF RECOMMENDATION**

Award a contract for city wide transit maintenance, graffiti abatement and code enforcement property abatement services to Urban Graffiti Enterprises, Incorporated, in the amount of \$355,000.00 and authorize the City Manager or his designee to execute all related documents.

**FISCAL IMPACT**

The approved Fiscal Year 2013-2014 Graffiti Removal (1010-2010) Budget is \$70,000. As this contract will not commence until October 1, 2013 the FY 2013-2014 adopted budget is adequate to meet the needs of this new contract. The FY 2014-2015 budget requests for Graffiti Removal will increase by \$2,000.00 to \$72,000.00 annually based on this new contract. Funding for future budget years is dependent on City Council Budget approval.

There is no General Fund impact for the transit maintenance portion of this contract, as maintenance services for the Metrolink Station and Structure (2400-TO01) as well as maintenance at bus stops throughout the City (2400-TO04) are funded by Local Return Proposition A funds and fully funded in the Fiscal Year 2013-2014 Budget. Funding for future budget years is dependent on City Council Budget approval.

There is no General Fund impact for the Code Enforcement abatement portion of this contract, as any abatement actions that are initiated by the City will be funded through the Community Improvement Fund (2188-0000). Code Enforcement abatements are not budgeted in the Fiscal Year 2013-2014, as each individual abatement requires City Manager and City Prosecutor approval prior to commencement and the cost of abatement is charged to responsible parties. Any abatement actions that are not recouped through property liens or cost recovery actions will result in budget amendments before the City Council.

**BACKGROUND**

A request for proposals (RFP) was duly noticed and advertised in the local paper of record on July 4, 2013 and July 11, 2013, with four proposals being received by the closing date of August 7, 2013. Bidders were directed to bid on one or all of the three segments of the proposal, with

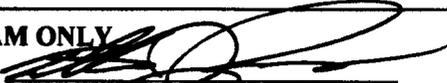
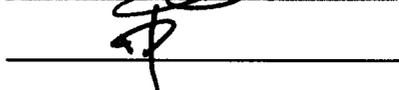
the City maintaining the right to award one or all of the segments of the proposal according to the City's interest. The contract is for a three (3) year term with two (2) one-year options. Two proposals presented bids solely on the transit maintenance portion of the RFP while the other two presented bids on all portions of the RFP. One proposal was deemed non-responsive, leaving three proposals for evaluation and consideration of award. Proposals were evaluated based on a price sheet that was required to be submitted with the proposal. Proposals were also evaluated on presentation and outline of scope of work to be performed by the contractor. The proposals submitted were as follows:

<b>Summary of Bids</b>	<b>Urban Graffiti</b>	<b>Sureteck</b>	<b>Clean Street</b>	<b>Nationwide</b>
<b>Transit Maintenance (per year)</b>	\$45,505.75	non-responsive	\$83,511.00	\$61,290.00
<b>Graffiti Abatement (monthly flat rate)</b>	\$6,000.00	\$5,000.00	no bid	no bid
<b>Property Abatement (per occurrence)</b>				
<b>Landscape Abatement</b>	\$0.75	\$1.50	no bid	no bid
<b>Debris Removal</b>	\$0.75	\$2.50	no bid	no bid
<b>Green Pool</b>	\$250.00	\$350.00	no bid	no bid
<b>Window/Door Board Up</b>	\$65.00	\$94.00	no bid	no bid

Based on price, experience and quality of presentation it has been determined that Urban Graffiti Enterprises, Inc. is the lowest responsive and responsible bidder and is recommended by City staff to be the recipient of the award for the total contract scope of work. By awarding the full contract scope of work to one sole contractor the City can maintain a uniform level of service throughout many aspects of City maintenance.

**EXHIBITS**

A. Professional Services Agreement

<b>REVIEW TEAM ONLY</b>	
City Attorney: 	Finance Director: 
City Manager: 	Other: _____

**CITY OF COVINA**  
**CITY WIDE TRANSIT MAINTENANCE, GRAFFITI ABATEMENT**  
**AND PROPERTY ABATEMENT SERVICES**

THIS AGREEMENT is entered into this 3rd day of September, 2013, by and between the CITY OF COVINA, a California municipal corporation (hereinafter referred to as "CITY") and URBAN GRAFFITI ENTERPRISES, INC., a CALIFORNIA CORPORATION (hereinafter referred to as "CONTRACTOR").

The parties do agree as follows:

**SECTION 1. RECITALS.**

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

- (a) CITY requires the services of a qualified contractor to perform those Transit **Maintenance** Services, Graffiti Removal Services, and Code Enforcement Abatement Services ("Services") Citywide, as more particularly described in Attachments "A", "B" and "C", which are incorporated by reference herein.
- (b) CONTRACTOR represents and warrants that it is qualified to perform such Services and has agreed to do so pursuant to this Agreement; and
- (d) CITY desires to contract with CONTRACTOR on the basis of the following terms and conditions.

**SECTION 2. EMPLOYMENT.**

CITY hereby employs CONTRACTOR and CONTRACTOR hereby accepts such employment, to perform the Services under this Agreement.

**SECTION 3. INDEPENDENT CONTRACTOR.**

The parties hereby acknowledge that CONTRACTOR is an independent contractor and shall not be considered to be an employee of CITY. CONTRACTOR shall pay all wages, salaries, and other amounts due to its personnel in connection with their performance of Services under this Agreement and as required by law. CONTRACTOR shall be responsible for all reports and obligations respecting such personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

**SECTION 4. PRINCIPAL REPRESENTATIVES**

**Kalieh Honish – Interim Director of Public Works, City of Covina** shall be the principal representative of CITY for purposes of this Agreement. **Juan Reinoso, President**, shall be the principal representative of CONTRACTOR for purposes of this Agreement.

**SECTION 5.          CONTRACTOR NOT AGENT OF CITY.**

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

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

**SECTION 6.          STANDARD OF PERFORMANCE.**

CONTRACTOR shall diligently perform all Services required pursuant to this Agreement in a professional and workmanlike manner, in strict compliance with the provisions of this Agreement, and in compliance with all applicable Federal, State and local laws. CONTRACTOR shall furnish all labor, materials, tools, equipment and services necessary to perform the Services in a manner satisfactory to CITY during the Term of this Agreement.

**SECTION 7.          TIME.**

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

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

**SECTION 8.          QUALIFICATIONS.**

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

B.    CONTRACTOR represents and warrants to CITY that CONTRACTOR shall, at CONTRACTOR's sole cost and expense, keep in effect or obtain at all times during the Term of this Agreement all necessary licenses and certificates required of CONTRACTOR to perform the Services.

**SECTION 9.          TERM.**

The Term of this Agreement shall be the period commencing on **October 1, 2013**, and shall terminate upon **September 30, 2016**, unless extended by mutual agreement of the Parties. If and only if mutually agreeable by both parties, the contract may be extended for up to two (2) additional years, pending City Council approval.

**SECTION 10. COMPENSATION.**

A. CONTRACTOR will perform the Services in accordance with the terms and provisions of this Agreement for a total contract price not to exceed Three Hundred Fifty-Five Thousand (\$355,000.00) Dollars.

B. CONTRACTOR shall be paid the compensation at the rate of Nine Thousand Seven Hundred and Ninety Three (\$9,793.00,) per month, as more particularly set forth in the Payment Schedule (Section 11).

C. CONTRACTOR shall not be entitled to reimbursement of any expenses in performing the Services, including travel time, beyond those sums paid as compensation as set forth in subsection A above, unless authorized in writing by CITY.

**SECTION 11. PAYMENT SCHEDULE.**

A. CONTRACTOR shall submit to CITY an invoice which indicates Services completed. Provided the Services have been rendered satisfactorily to CITY and in accordance with this Agreement, CITY shall tender payment to CONTRACTOR not later than thirty (30) working days following CITY's receipt of an invoice.

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

**SECTION 12. COMPENSATION WITHHELD.**

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

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

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

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

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

**SECTION 13. RIGHT TO AUDIT AND INSPECT.**

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

**SECTION 14. RIGHT OF TERMINATION.**

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

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

**SECTION 15. INDEMNITY.**

CONTRACTOR hereby agrees to and does indemnify, defend and hold harmless CITY, and any and all of their respective officers, employees and representatives from any and all claims, liability and expenses, including attorney fees and costs, that arise out of or are related to CONTRACTOR's negligent performance of this Agreement.

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

**SECTION 16. CONTRACTOR'S LIABILITY FOR PUBLIC LIABILITY AND PROPERTY DAMAGE.**

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



**SECTION 21.            ASSIGNMENT.**

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

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

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

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

**SECTION 22.            COMPLIANCE WITH LAWS.**

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

**SECTION 23.            INSURANCE.**

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

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

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

**SECTION 24.            DISCRIMINATION.**

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

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

**SECTION 25.            ENTIRETY OF AGREEMENT.**

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

**SECTION 26.            ATTORNEYS FEES.**

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

**SECTION 27.            CONSISTENCY WITH CURRENT LAW.**

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

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

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

**SECTION 28.            VENUE.**

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

**SECTION 29.            INTERNAL INCONSISTENCIES.**

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

**SECTION 30.**

**CAPTIONS AND HEADNOTES.**

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

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

"CITY"  
City of Covina

By: \_\_\_\_\_  
Daryl Parrish, City Manager

ATTEST:

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

APPROVED AS TO FORM:

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

"CONTRACTOR"

\_\_\_\_\_  
a California \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

# ATTACHMENT A TO AGREEMENT FOR PROFESSIONAL SERVICES

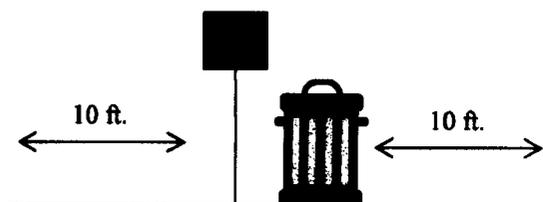
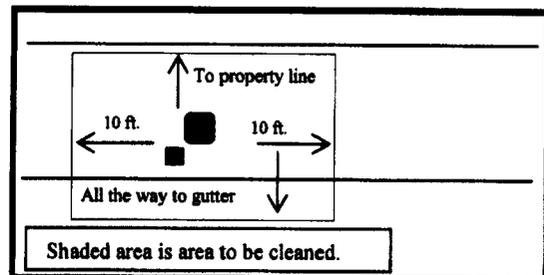
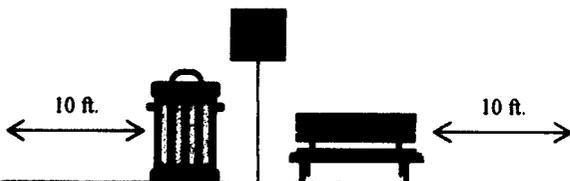
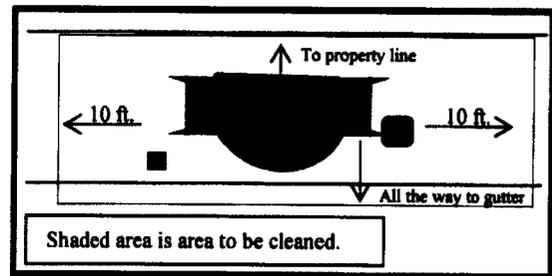
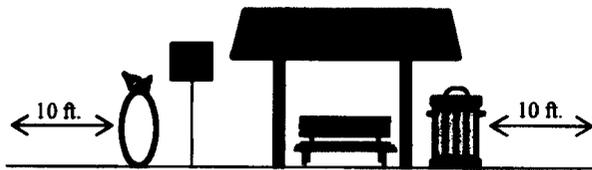
## Transit Maintenance Scope of Services

### **Bus Stops**

There are 102 bus stops within the city limits of Covina all containing various amenities to accommodate waiting passengers. A list of all stops and amenities is provided as Attachment A. Maintenance shall be performed on a weekly basis and shall consist of the following tasks:

- Clear all debris from bus stop area including adjacent planter areas and gutter areas.
- Wipe down all shelters, benches, trash cans and bicycle racks and make sure they are free from dust, dirt, gum, etc.
- Remove all surface graffiti, stickers and flyers, and etchings found on shelters, benches, trash cans and bicycle racks. Repaint shelters, benches and trash cans as needed.
- Provide pressure wash as needed ensuring that wastewater is captured according to NPDES and City Municipal Code requirements.

Bus stop area is defined as 10ft. from amenities furthest to left and right (including bus stop pole) and from gutter to back of sidewalk (private property line). All areas within defined area shall be cleaned. See below for example.



### **Metrolink Station**

The Covina Metrolink Station is located at 600 N. Citrus Avenue and services the San Bernardino Metrolink Line. The station accommodates roughly 800 commuters daily. Station maintenance will consist of service to the train platform and parking lot area, Bikestation, Guard Shack and Guard Restroom.

#### ***Platform and Parking Lot***

A list of all amenities located on the stations north and south platform is provided as Attachment A. Maintenance shall be performed on a weekly basis and shall consist of the following tasks:

- Clear all debris from platform and in planter areas along platform. Under no circumstances shall contractor or agent of contractor enter the Metrolink railroad right of way. If maintenance is needed in the right of way City staff shall be notified.
- Sweep station parking lot area and remove debris from planters and gutters.
- Empty all trash cans and replace liners.
- Wipe all shelters, benches, trash cans and bicycle racks and make sure they are free from dust, dirt, gum, etc.
- Remove all surface graffiti, stickers and flyers, and etchings found on shelters, benches, trash cans and bicycle racks. Replace City stickers or information as provided.
- Wipe all ticket machines and public telephone.
- Repaint shelters, benches and trash cans as needed.
- Provide pressure wash as needed per NPDES and City Municipal Code requirements.

#### ***Bikestation***

The City of Covina's Metrolink Station parking lot is home to the Covina Bikestation. Bikestation is a bicycle locker facility that provides 36 electronically secured bicycle parking spaces and is accessible to customers by key fob 24 hours a day, 7 days a week. Maintenance shall be performed once a month and shall consist of the following tasks:

- Wipe down all interior surfaces of Bikestation.
- Wipe down all interior and exterior windows and make sure visibility into and out of Bikestation is acceptable.
- Sweep out all debris and mop floor.
- Provide pressure wash to outside of building as needed per NPDES and City Municipal Code requirements.

#### ***Guard Shack***

Located at the front of the station parking lot, the guard shack houses security camera equipment and provides security guards a place to monitor video feeds from both parking lots. Maintenance shall be performed once a week and shall consist of the following tasks:

- Make sure the inside is free from dust and debris. Sweep out debris and mop floor when needed, protecting all electronics.
- Wipe inside and outside windows.
- Provide pressure wash to outside of building as needed per NPDES and City Municipal Code requirements.

### ***Restroom***

Located at the front of the station parking lot adjacent to the Guard Shack, a restroom and storage facility will be constructed in 2013 for guard and Bikestation users only. This restroom will not be open to the public. Maintenance shall be performed weekly and shall consist of the following tasks:

- Wipe down walls; sanitize hand railings and door knobs.
- Floor shall be swept of all debris and mopped clean.
- Clean and sanitize sink and toilet.
- Replenish toilet paper, seat guards, paper towels and soap.
- Provide pressure wash to outside of building as needed per NPDES and City Municipal Code requirements.

### **Metrolink Structure**

The Covina Metrolink Parking Structure is located at 559 N. Citrus and provides daily and monthly parking for the Covina Metrolink Station. The structure is four floors and can accommodate 655 vehicles. Maintenance shall be performed weekly and shall consist of the following tasks:

- Sweeping of entire four level structure interior, east and west exterior adjacent parking areas, adjacent paved alleys, structure elevator and stairwells.
- Remove all debris from both stairwells and wipe down all hand rails.
- Wipe down elevator doors on all floors. Sweep out all debris from interior of elevator and mop floor. Wipe down interior window and walls.
- Wipe down ticket machines on each floor.
- Wipe down all 8 trash cans; located at each stairwell on each floor.
- Empty all trashcans and replace liners.
- Remove all surface graffiti, stickers and flyers, and etchings from walls, floor, elevator, signs and trash cans. Paint if necessary.
- Provide touch up paint services as needed.
- Provide lot repainting when needed.
- Provide pressure washing of stairwells and structure parking levels when needed per NPDES and City Municipal Code requirements.

**All wastewater and debris from cleaning operations shall not be deposited into the municipal storm drain or gutter systems. All clean up shall be in accordance with the National Pollutant Discharge Elimination System (NPDES) and Covina Municipal Code Chapter 8.50.**

#### **Sweeping guidelines for structure and station are as follows:**

- All sweeping shall be done between the hours of 11:00pm and 3:00 a.m.
- Sweeping shall consist of one pass at a speed not to exceed six (6) miles per hour. The word sweeping shall define an operation and the method shall be limited to the use of a power street sweeper.
- Interior structure areas and station lot areas that cannot be swept with **street sweeping equipment approved by the State of California**, such as, but not limited to, gaps behind and under stairwells, elevator car, and portions of structure pockets, shall be hand cleaned or swept to the City's satisfaction, or the Contractor will be ordered by the City to redo those areas not swept

or done to the established standards at the Contractor's own expense. Blowers must not be used in the structure due to dust accumulation on walls.

- The Contractor has sole responsibility of furnishing all necessary water pertaining to this service.
- The Contractor shall maintain at least one sweeper on 24-hour availability for emergencies as determined by the City. The Contractor shall provide such emergency service on a 24-hour response, or other directed time frame, as specified by the City.

**Transit Maintenance Cost**

**Schedule**

**Bus Stop Maintenance**

<u>Item</u>	<u>Cost</u>	<u>Number of Item</u>	<u>Frequency</u>	<u>-</u>	<u>Annual Total</u>
Bus Shelter	\$3.58	x 12	x 1 time/week	x52=	\$2,235.17
Bus Bench	\$3.15	x 68	x 1 time/week	x52=	\$11,138.40
Trash Can	\$1.35	x 101	x 1 time/week	x52=	\$7,090.20
Bicycle Rack	\$1.94	x 16	x 1 time/week	x52=	\$1,617.41
Pressure Washing	\$0.04	(As needed. Provide sq. footage rate.)			

**Metrolink Station Maintenance**

<u>Item</u>	<u>Cost</u>	<u>Number of Item</u>	<u>Frequency</u>	<u>-</u>	<u>Annual Total</u>
Shelter	\$3.58	x 12	x 1 time/week	x52=	\$2,235.17
Bench	\$3.15	x 10	x 1 time/week	x52=	\$1,638.00
Trash Can	\$1.35	x 15	x 1 time/week	x52=	\$1,053.00
Bicycle Rack	\$1.94	x 8	x 1 time/week	x52=	\$808.70
Ticket Machines	\$1.78	x 3	x 1 time/week	x52=	\$277.99
Bikestation	\$56.25		x 1 time/month	x12=	\$675.00
Guard Shack	\$21.15		x 1 time/month	x12=	\$253.80
Guard Restroom	\$25.00		x 1 time/week	x52=	\$1,300.00
Lot Sweeping	\$75.00		x 1 time/week	x52=	\$3,900.00
Pressure Washing	\$0.04	(As needed. Provide sq. footage rate.)			

**Metrolink Structure Maintenance**

<u>Item</u>	<u>Cost</u>	<u>Number of Item</u>	<u>Frequency</u>	<u>-</u>	<u>Annual Total</u>
Trash Can	\$1.35	x 8	x 1 time/week	x52=	\$561.60
Ticket Machines	\$1.78	x 4	x 1 time/week	x52=	\$370.66
Elevator	\$11.15	x1	x 1 time/week	x52=	\$579.85

Lot Sweeping                      \$120.00                                      x 1 time/week                      x52=                      \$6,240.00

Pressure Washing                      \$0.04 (As needed. Provide sq. footage rate.)

**Downtown Bicycle Racks**

<u>Item</u>	<u>Cost</u>	<u>Number of Item</u>	<u>Frequency</u>	<u>-</u>	<u>Annual Total</u>
Bicycle Rack	\$1.94	x 35	x 1 time/week	x52=	\$3,530.80

**Annual Total of all Transit Maintenance Items = \$45,505.75**

## ATTACHMENT B TO AGREEMENT FOR PROFESSIONAL SERVICES

### **Graffiti Abatement Scope of Services**

Graffiti Abatement services for all public property shall be performed by establishing patrol routes as well as responding to reported incidents. The City's goal is to create a graffiti free environment by focusing on problem areas and maintaining a consistent and quick removal process.

The City of Covina has set up a graffiti hotline in order to help facilitate the reporting of graffiti throughout the City. The contractor shall be available during regular City business hours in order to receive any graffiti removal requests and or instructions from City staff and or the Graffiti Abatement Program Manager. The contractor shall also be available for special request graffiti removal for event such as but not limited to before parades and during community cleanups.

The contractor shall document and log all graffiti removal requests, and provide a graffiti tracking service to aid the Covina Police Department in cataloging graffiti type. Before graffiti is removed a picture shall be taken in order to catalog recurring graffiti types. Removal request logs and all pictures associated with the removal shall be provided in a monthly report at the end of each service month along with the monthly invoice. Monthly reports shall also indicate the number and source of crews utilized, hours worked, street addresses of each worksite, square footage painted over or water blasted, gallons of paint used, and the type of surface worked on.

#### **Graffiti removal services shall be conducted as follows:**

- Where color matching is specified, all paints used shall match existing colors to the satisfaction of the Graffiti Abatement Program manager. The contractor shall receive no additional compensation for repainting to match color.
- Graffiti shall be removed from all types of surfaces including but not limited to wood, metal, stucco, brick, concrete, cinder blocks, sidewalks, etc.
- Contractor shall maintain the City of Covina's zero-tolerance rule by removing all graffiti within 48 hours, Monday-Friday.
- Any vulgar graffiti (e.g. profane, obscene, or racist) shall be removed within 24 hours, seven days per week.
- Contractor shall respond to any direct requests from City staff and or Graffiti Abatement Program manager within 24 hours, seven days a week.
- Contractor shall use the appropriate methods of covering or removing graffiti for the particular surface and conditions the graffiti is located. This includes but is not limited to water blasting, painting over, chemical solvents, etc.
- Only City approved chemical solvents shall be used when removing graffiti using this method. Any chemical solvents used to remove graffiti shall have a Material Safety Data Sheet available for inspection by City Staff.
- Drop cloths must be used on all assignments in order to protect sidewalks, landscaped areas, etc. from any paint spillage.

- Debris from removal operations, especially from water/sand blasting, shall not be deposited into the storm drains or gutters. All water and sand from blasting and wash water shall be collected and properly disposed. All clean up shall be in accordance with the National Pollutant Discharge Elimination System (NPDES) and Covina Municipal Code Chapter 8.50.
- All paint used shall be water-based and/or recycled. Any surfaces needing repainting shall be repainted per City approved color. If surfaces are non-painted curbs then concrete color paint shall be used on the curb face and flat area of the gutter. All legal written designations (e.g. loading zones, etc.) shall be repainted once the graffiti has been removed.
- Sidewalk Surfaces: Removal of graffiti from concrete sidewalks shall be done by using a water blasting machine with soda compound. Painting over shall not be permitted. The sidewalks shall be clean of all graffiti, graffiti residue and paint. When removal is being done the sidewalks shall be blocked off for the public's safety. The sidewalk areas being cleaned shall be feathered to match other graffiti-free sidewalk areas. Water and soda compound from water/sand blasting shall not be deposited into the storm drains or gutters. All water, soda and debris shall be collected and properly disposed. All clean up shall be in accordance with the National Pollutant Discharge Elimination System (NPDES) and Covina Municipal Code Chapter 8.50.
- Curb Facing: Remove all graffiti paint from curb surfaces. Contractor shall use paint colors (red, green or white) depending on the original curb color and or parking restrictions as approved by the Public Works Department. Non-painted curbs shall be painted using concrete color paint or cleaned with water blasting machines.
- Concrete Light Poles: Graffiti shall be removed from concrete light poles using a water blasting machine with a soda compound only. No paint shall be used. All paint shall be removed from the pole.
- Wooden Light Poles: Graffiti shall be removed using a water-based brown paint to match the wood color. All paper signs and stickers shall be removed.
- Bus Stops: All graffiti shall be removed using a graffiti removal spray or color match painting if necessary.
- Trees: All graffiti on trees shall be removed by using a water blasting machine with a large spray tip so as not to damage or kill the tree by removing its bark. The contractor will contact the Graffiti Abatement Program Manager at 626-384-5220 before performing graffiti removal from trees.
- Concrete Block Walls: All graffiti shall be removed by either a water blasting machine with soda compound or water-based paint. The paint over color shall match the wall color. Over spray on sidewalk or private property shall not be allowed. Water and sand from water/sand blasting shall not be deposited into the storm drains or gutters. All water, sand and debris shall be collected and properly disposed. All clean up shall be in accordance with the National Pollutant Discharge Elimination System (NPDES) and Covina Municipal Code Chapter 8.50.
- Brick Walls: All graffiti shall be removed using a water blasting machine. Painting over shall not be done on a brick faced wall, unless the brick wall has been previously painted. The contractor shall color match the paint to the previous color using water-based paint. Water and sand from water/sand blasting shall not be deposited into the storm drains or gutters. All water, sand and debris shall be collected and properly disposed. All clean up shall be in accordance with the

**National Pollutant Discharge Elimination System (NPDES) and Covina Municipal Code Chapter 8.50.**

- **Rock Walls:** All graffiti shall be removed using only a water blasting machine with soda compound. All paint shall be removed from rock face and mortar joints to match all other rock facing. No painting over shall be used unless the wall was previously painted. The contractor shall color match the paint to the previous color using water-based paint. Water and soda compound from water/sand blasting shall not be deposited into the storm drains or gutters. All water, soda and debris shall be collected and properly disposed. All clean up shall be in accordance with the National Pollutant Discharge Elimination System (NPDES) and Covina Municipal Code Chapter 8.50.
- **Wooden Fencing:** All graffiti shall be painted over on wooden fencing using a water-based paint to match the color of fencing. The contractor shall feather paint to match other parts of the fencing.
- **Chain-link Fencing and Pipe:** All graffiti on pipes and fencing shall be painted over using a galvanized color to match the fencing fabric and pipe color. The paint-over color shall be feathered into the fabric and along the pipes.
- **Metal Fencing (sheets):** All graffiti shall be removed from metal fencing. The paint-over color shall match other parts of the fence. Paint-over color shall be a water-based color, painted and feathered to match other painted fenced areas. The contractor shall remove all paper signs before painting.
- **Stucco-Faced Walls:** All graffiti shall be painted over using a water-based color. The contractor shall match paint colors and feather the paint into other painted stucco areas. No paint-over spray shall be allowed on sidewalks or private property.
- **Asphalt Concrete (street):** The contractor will not be responsible for removing graffiti found on the asphalt concrete portion of any street in the City. The contractor shall immediately notify the Public Works Department if graffiti is found on the asphalt concrete. Contractor shall be responsible for removing graffiti from curbs and gutters.
- **Road Signs/Stop Signs:** All reflective light-sensitive signs shall be excluded from abatement, including stop signs. Wooden sign posts shall be painted using a flat white water-based paint. Galvanized sign posts shall be painted using galvanized colored paint. All paper signs shall be removed from the posts before applying paint.
- **Glass Windows:** All graffiti shall be removed from glass using a graffiti removal spray and water. The use of water blasting machines on glass shall be prohibited.
- **Other Concrete Structures:** graffiti paint-over on concrete reinforced retaining walls, tunnel fronts, and auto barrier walls shall be removed by using either a water blasting machine, soda compound, or water-based paint. Contractor shall match color to the color already painted on the surface. Contractor shall feather paint into already painted or non-painted surfaces.
- **The City of Covina will not provide utilities for any removal operation. Water for water blasting shall be obtained only through metered City facilities.**
- **All debris resulting from or related to graffiti removal services shall be removed from City property and rights of way by the contractor. The debris shall be properly disposed of at the contractor's expense.**

- Water, sand and soda compound from water/sand blasting shall not be deposited into the storm drains or gutters. All water, sand, soda and debris shall be collected and properly disposed. All clean up shall be in accordance with the national Pollutant Discharge Elimination System (NPDES) and Covina Municipal Code Chapter 8.50.

**Safety Requirements:**

All contractor personnel shall be expected to observe all applicable Cal/OSHA and City of Covina safety requirements while at the various jobsites. Hard hats and reflective vests shall be worn at all times. Suitable clothing, gloves and shoes that meet Cal/OSHA requirements are required. All safety precautions shall be in place before work is to be started. Contractor's graffiti abatement crew shall know the contractor's standard safety practice.

**Cost Schedule**

**Graffiti Abatement**

	\$6,000.0
Monthly Graffiti Removal Services	0
Graffiti Tracking Services	included

**Annual Total for Graffiti Abatement Services = \$72,000.00**

**ATTACHMENT C  
TO AGREEMENT FOR PROFESSIONAL SERVICES**

**Code Enforcement Property Abatement**

The City's Code Enforcement Section works on a daily basis to regulate curb appeal and building code and municipal code violations on private property. In some cases when property owners cannot be located the City will perform an emergency abatement in order to bring property in violation up to code. Code Enforcement Property Abatement is a *rare occurrence* and is only done at the request of staff after all proper legal steps are taken.

**Abatement services shall include but are not limited to:**

- Removal of overgrown vegetation and weeds.
- Removal of any junk, trash, debris or other items.
- Trimming of overgrown bushes and trees.
- Green pool clean up
- Any extreme "hoarding" condition

The contractor shall be available on a 72 hour on-call basis at the request of City Staff to perform any emergency abatement services needed within 14 days of a court approved warrant. Prior to abatement performance, the contractor shall assess the site and provide an estimate and abatement plan to City Code Enforcement Staff.

**Cost**

**Property Abatement**

Landscape Abatement	\$0.75	per sq foot
Debris Removal	\$0.75	per sq foot
Green Pool	\$250.00	per pool
Window/Door board up	\$65.00	per board

**Annual total depends on services needed, and compensation received through cost recovery efforts.**

**FIRST AMENDMENT TO AGREEMENT BETWEEN THE CITY OF COVINA AND  
URBAN GRAFFITI ENTERPRISES, INC.  
CITY WIDE TRANSIT MAINTENANCE, GRAFFITI ABATEMENT AND PROPERTY  
ABATEMENT SERVICES**

This First Amendment is made and entered into as of September 20, 2016 by and between the City of Covina, a California municipal corporation (hereinafter referred to as "City"), and Urban Graffiti Enterprises, Inc., a California corporation (hereinafter referred to as "Contractor"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

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

a. On September 3, 2013 the City and Contractor entered into that certain Professional Services Agreement to perform those Transit Maintenance Service, Graffiti Removal Services and Code Enforcement Abatement Services ("Services") Citywide in the amount of Nine Thousand Seven Hundred Ninety-Three Dollars (\$9,793.00) per month, for a total not to exceed amount of Three Hundred Fifty-Five Thousand Dollars (\$355,000.00) for the term of the agreement, October 1, 2013 to September 30, 2016.

b. The parties now desire to extend the term of the Agreement to September 30, 2017 and to increase the compensation in the amount of One Hundred Twenty-Two Thousand One Hundred Dollars (\$122,100), at the rate of Ten Thousand One Hundred Seventy-Five Dollars (\$10,175) per month, for a new total agreement amount not to exceed Four Hundred Seventy-Seven Thousand One Hundred Dollars (\$477,100), and to amend the Agreement as set forth in this First Amendment.

2. Section 4 of the Agreement entitled "**PRINCIPAL REPRESENTATIVES**" is hereby amended to read as follows:

**"Siobhan Foster – Director of Public Works, City of Covina shall be the principal representative of CITY for purposes of this Agreement. Juan Reinoso, President, shall be the principal representative of CONTRACTOR for purposes of this Agreement."**

3. Section 9 of the Agreement entitled "**TERM**" is hereby amended to read as follows:

**"The term of this Agreement shall be from October 1, 2016 to September 30, 2017, unless sooner terminated as provided in Section 14 of this Agreement."**

4. Section 10 of the Agreement entitled "**COMPENSATION**" is hereby amended to read as follows:

**"A. CONTRACTOR will perform the Services in accordance with the terms and provisions of this Agreement at the rate of Ten Thousand One Hundred Seventy-Five Dollars (\$10,175) per month, as more particularly**

set forth in the Payment Schedule (Section 11), for a total contract price not to exceed Four Hundred Seventy-Seven Thousand One Hundred Dollars and Zero Cents (\$477,100.00).

B. CONTRACTOR shall not be entitled to reimbursement of any expenses in performing the Services, including travel time, beyond those sums paid as compensation as set forth in subsection A above, unless authorized in writing by CITY.”

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

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

City:  
City of Covina,  
a California municipal corporation

Consultant:  
Urban Graffiti Enterprises, Inc.  
a California corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

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

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Name: Candice K. Lee  
Title: City Attorney

**THIS PAGE LEFT INTENTIONALLY BLANK**



# CITY OF COVINA

## AGENDA REPORT

ITEM NO. CC 9

- 
- MEETING DATE:** September 20, 2016
- TITLE:** Award of Bid for Security Services at Covina Metrolink Station Parking Complex and Park Restroom Locking Services
- PRESENTED BY:** Siobhan Foster, Director of Public Works
- RECOMMENDATION:**
- 1) Award bid to Power Security Group for Security Services at the Covina Metrolink Station Parking Complex and Park Restroom Locking Services;
  - 2) Authorize the Interim City Manager to execute the Professional Services Agreement with Power Security Group for Security Services at the Covina Metrolink Station Parking Complex and Park Restroom Locking Services for a three-year period between November 1, 2016 and November 1, 2019 for an amount not-to-exceed \$307,956.50; and
  - 3) Approve 3,973 security hours at the Covina Metrolink Station Parking Complex and 242 days of park restroom locking services between November 1, 2016 and June 30, 2017.
- 

### **BACKGROUND:**

A Professional Services Agreement (PSA) with Absolute Security International, Inc. is currently in effect for security services at the Covina Metrolink Station Parking Complex and Park Restroom Locking Services. The agreement was initially approved by the City Council and executed on May 3, 2011 for a three-year period with an option to extend the agreement for two one-year terms. Subsequent contract extensions were approved by the City Council on August 18, 2015 and April 19, 2016, which extended the agreement for two one-year terms until July 31, 2016.

Since this expiration date dictated an end to the original PSA with Absolute Security International, Inc., the Department of Public Works solicited bids from security firms interested in providing Security Services at the Covina Metrolink Station Parking Complex and Park Restroom Locking Services. During the bid process, an additional three month contract extension was approved by the City Council on July 19, 2016 to allow sufficient time to review the current proposals. The remaining contract term will expire on October 31, 2016.

In April 2016, the Department of Public Works began preparing a bid package to solicit bids for security services and restroom locking services. The bid package was completed and a Notice Inviting Bids (NIB) was initially advertised in the *San Gabriel Valley Examiner* on July 21, 2016 and again on July 28, 2016, pursuant to Covina Municipal Code 2.20.090 (Formal bid

procedure – Generally). By the August 8, 2016 bid submission deadline, two sealed bids were received by the Covina City Clerk’s Office in response to the NIB for Security Services at the Covina Metrolink Station Parking Complex and Park Restroom Locking Services. The bid results are summarized in Table 1 below.

**Table 1 – Bid Results**

Bidder	PPO License	Amount
1. Absolute Security International, Inc., Covina	17051	\$106,876.32
2. Power Security Group, Corona	16302	\$93,938.00

On August 8, 2016, a bid opening was conducted by the Covina City Clerk’s Office and the lowest responsive and responsible bidder was Power Security Group, proposing to provide security services at the Covina Metrolink Station Parking Complex at a rate of \$15.25 per hour and park restroom locking services at a rate of \$5.25 per location per day for the schedule specified in Table 2 and Table 3 below. This schedule is reflective of current service levels which the Department of Public Works recommends to maintain.

**Table 2 – Security Guard Shifts at Covina Metrolink Station Parking Complex**

Shift Plans		
Plan A	Plan B	Plan C
5:00 AM – 1:00 PM	5:00 AM – 1:00 PM	-
-	-	9:00 AM – 5:00 PM
3:00 PM – 7:00 PM	-	-
9:00 PM – 5:00 AM	9:00 PM – 5:00 AM	-
20 Hours	16 Hours	8 Hours

Week	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Total Hours
1	-	A	B	A	A	A	C	104
2	-	A	A	A	B	A	C	104
3	-	A	B	A	A	A	C	104
4	-	A	A	A	B	A	C	104
5	-	A	B	A	A	A	C	104

**Table 3 – Daily Park Restroom Locking Location and Schedule**

Order	Park	Location	Approximate Time Restroom Should Be Locked*
1	Cougar Park	150 W. Puente Street	9:30 PM
2	Heritage Plaza	400 N. Citrus Avenue	9:45 PM
3	Kahler Russell Park	735 N. Glendora Avenue	10:00 PM
4	Kelby Park	815 N. Barranca Avenue	10:15 PM
5	Covina Park	301 N. Fourth Avenue	10:30 PM
6	Hollenbeck Park	1250 N. Hollenbeck Avenue	10:45 PM

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

A deductive bid item was also requested to be included in the bid to provide park gate locking services in the event a swing gate is installed at Cougar Park in the future. The bidder proposed to provide this service at a rate of \$1.00 per day; however, this bid item was not used to compare bids and serves only as a proposal from the bidder if the City decides to include this service in the future.

**DISCUSSION:**

Following the receipt of the bids, the Department of Public Works conducted a background and reference check of the apparent lowest responsive and responsible bidder, which was Power Security Group. Power Security Group certified it had nine years of experience in providing security services, and responses received from references, that were former and existing clients of the bidder, were positive. Power Security Group is also registered with the Covina Police Department as a Covina Private Patrol Operator (PPO) and currently provides security services for the Covina Valley Unified School District. As a result, the Department of Public Works recommends awarding the bid to Power Security Group for Security Services at the Covina Metrolink Station Parking Complex and Park Restroom Locking Services.

If the City Council awards the bid to Power Security Group, the Department of Public Works recommends authorizing the Interim City Manager to enter into a PSA with Power Security Group for Security Services at the Covina Metrolink Station Parking Complex and Park Restroom Locking Services. The PSA would be for a three-year period effective between November 1, 2016 and November 1, 2019 with an option to extend the agreement for two one-year periods, upon City Council approval, at a rate of \$15.25 per hour for security services and a rate of \$5.25 per location per day for restroom locking services for a total anticipated amount not-to-exceed \$307,956.50. This compensation amount accounts for security services at the Covina Metrolink Station Parking Complex for 104 hours a week, each week with a 10% contingency of 1,630 hours, and daily park restroom locking services between November 1, 2016 and November 1, 2019. A breakdown of the hours and costs per fiscal year is summarized in Table 4 below.

**Table 4 – Allocation of Service Hours and Costs per Fiscal Year**

<b>Fiscal Year</b>	<b>Effective Contract Period</b>	<b>Security Hours</b>	<b>10% Cont.</b>	<b>Est. Security Costs</b>	<b>Restroom Locking Days</b>	<b>Est. Restroom Locking Costs</b>	<b>Est. Total Costs</b>
<b>2016-17</b>	Nov. 1, 2016 – Jun. 30, 2017	3,612	361	\$60,588.25	242	\$7,623.00	\$68,211.25
<b>2017-18</b>	Jul. 1, 2017 – Jun. 30, 2018	5,416	542	\$90,859.50	365	\$11,497.50	\$102,357.00
<b>2018-19</b>	Jul. 1, 2018 – Jun. 30, 2019	5,408	541	\$90,722.25	365	\$11,497.50	\$102,219.75
<b>2019-20</b>	Jul. 1, 2019 – Nov. 1, 2019	1,864	186	\$31,262.50	124	\$3,906.00	\$35,168.50
<b>Total</b>		16,300	1,630	\$273,432.50	1,096	\$34,524.00	\$307,956.50

Upon authorization of the PSA with Power Security Group, a total of 3,973 security hours and 242 days of restroom locking services will be allocated between November 1, 2016 and June 30, 2017.

**FISCAL IMPACT:**

The fiscal impact associated with entering into the PSA with Power Security Group for Security Services at the Covina Metrolink Station Parking Complex and Park Restroom Locking Services is an amount not-to-exceed \$307,956.50 between November 1, 2016 and November 1, 2019. Since the security services support the operation of the City's Metrolink facilities, the costs are eligible to be funded by Proposition A funds received from the Los Angeles County Metropolitan Transportation Authority (Metro). Fiscal year 2016-17 costs for security services are estimated to be in an amount of \$60,588.25 and sufficient funding is available in the fiscal year 2016-17 budget for Metrolink Security (account no. 2400-TO11-52310).

Park restroom locking services are ineligible for Proposition A funds as the restrooms to be locked are located within City parks and do not directly support public transit use. Therefore, funding for park restroom locking services will require funding from the General Fund in an amount of \$7,623.00 and sufficient funding is available in the fiscal year 2016-17 budget for park facilities (account no. 1010-2550-52300).

**CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):**

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

Respectfully submitted,



---

Siobhan Foster  
Director of Public Works

**ATTACHMENTS:**

Attachment A: Notice Inviting Bids and Bid Package, Advertised on July 21, 2016 and July 28, 2016

Attachment B: Bid Submitted by Absolute Security International, Inc., dated August 8, 2016

Attachment C: Bid Submitted by Power Security Group, dated August 8, 2016

Attachment D: Professional Services Agreement with Power Security Group

**CITY OF COVINA**

**NOTICE INVITING BIDS**

**FOR  
SECURITY SERVICES AT THE  
COVINA METROLINK STATION PARKING COMPLEX  
AND PARK RESTROOM LOCKING SERVICES**

**NOTICE IS HEREBY GIVEN** that the City of Covina, County of Los Angeles, California (hereinafter "City") will receive three (3) copies of sealed bids in the Office of the City Clerk at 125 E. College Street, Covina, California, 91723 until **3:00 p.m.** on the 8 of August, 2016, at which time all bids will be publicly opened and read aloud in the City Council Chamber at the above address for: Security Services at the Covina Metrolink Station Parking Complex and Park Restroom Locking Services, (hereinafter "work").

The bids shall be clearly titled. Copies of the Specifications may be obtained in person for a non-refundable cost of \$10 from the Transportation Division, 125 E. College Street, Covina, CA 91723, Telephone No. (626) 384-5523. Copies of the Specifications can be mailed for an additional non-refundable fee of \$15 per set or call for express delivery rates.

A non-mandatory pre-bid conference and job walk will be held on Tuesday, July 26, 2016 at the Covina Metrolink Station, 600 N. Citrus Avenue, Covina, CA 91723 and will begin at 2:00 P.M., sharp. Prospective bidders are to assemble next to the Guard Shack at the Covina Metrolink Station.

Parking for this meeting is available for \$2 at the Metrolink West Parking Structure located at 559 N. Citrus Avenue, Covina, CA 91723.

**Bid security in the amount of 10% of total bid price, in the form of cash, cashier's check, money order or surety bond made payable to "City of Covina" must accompany all bids.**

Refer to the Specifications for complete details and bidding requirements. The Specifications and this Notice shall be considered a part of any contract made pursuant thereunder.

Publish in San Gabriel Valley Examiner:  
July 21 and 28, 2016

SHARON F. CLARK  
Chief Deputy City Clerk

***INSTRUCTIONS TO BIDDERS  
AND  
SPECIFICATIONS***

**SECURITY SERVICES AT THE  
COVINA METROLINK STATION PARKING COMPLEX  
AND PARK RESTROOM LOCKING SERVICES  
CONTRACT**

**CITY OF COVINA**

## CONTACT INFORMATION

Direct questions or clarification requests regarding this bid proposal to:

Kevin Ko, Transit Coordinator  
Transportation Division, Department of Public Works  
125 E. College Street, Covina, CA 91723  
Email: kko@covinaca.gov

Bidders may not communicate about this RFP with elected officials or staff representing the City of Covina, or any other individuals retained by the City to support this procurement. All questions and requests for clarification must be submitted in writing to the point of contact identified above by **5:00 P.M. local time on Tuesday, July 26, 2016.**

Responses to questions submitted prior to the established question deadline will be released on Monday, August 1, 2016.

Bid opening time is at **3:00 P.M., Monday, August 8, 2016.**

Bids will be received and opened at the **Office of City Clerk, 125. E. College Street, Covina, CA 91723.**

The bid must be received by the City Clerk **prior** to the time set for bid opening. A bid received by the City Clerk after the time set for the bid opening shall not be considered.

# TABLE OF CONTENTS

## NOTICE INVITING BIDS

<b>SECTION I: INSTRUCTIONS TO BIDDERS .....</b>	<b>7</b>
1.1 GENERAL INSTRUCTIONS .....	7
1.1.1 General Bid Requirements .....	7
1.1.2 Bidders Guarantee to Enter into a Contract .....	7
1.1.3 Bidder Must Make Thorough Investigation .....	7
1.1.4 Acceptance of Conditions .....	7
1.1.5 Truth and Accuracy of Representation .....	8
1.1.6 City Changes to the Bid Documents .....	8
1.1.7 Notice Regarding Disclosure of Contents of Document.....	8
1.1.8 Award of Bid and Determination of Responsiveness.....	8
1.1.9 Errors and Omissions .....	9
1.1.10 Patent Fees; Patent, Copyright, Trade Secret and Trademark Fees .....	9
1.1.11 Taxes .....	9
1.2 GENERAL SPECIFICATIONS .....	9
1.2.1 Bid Proposal Quantities.....	9
1.2.2 Evaluation of Bid .....	9
1.2.3 Sample Contract.....	10
1.2.4 License and Permits .....	10
1.2.5 Substitution for Patented and Specified Articles .....	10
1.2.6 Bid Your Full Equal or Better .....	10
1.2.7 Insurance.....	10
1.2.8 Other Requirements .....	11
1.3 PROJECT SUMMARY .....	12
1.4 CONTRACT OBJECTIVE.....	13
<b>SECTION II: BIDDER'S PROPOSAL .....</b>	<b>14</b>
2.1 BID SCHEDULE A BID SHEET FOR SECURITY GUARD SERVICES.....	17
2.2 BID SCHEDULE B BID SHEET FOR PARK RESTROOM LOCKING SERVICES .....	18
2.3 BID SCHEDULE C BID SHEET FOR PARK GATE LOCKING SERVICES .....	19
2.4 TOTAL COSTS FOR BID SCHEDULES A THROUGH C .....	20
2.5 INFORMATION REQUIRED OF BIDDER .....	21
2.6 REFERENCES .....	25
2.7 RESUME OF GENERAL MANAGER/OPERATIONS MANAGER.....	30
2.8 DECLARATION OF NONCOLLUSION .....	31
2.9 ADDENDA ACKNOWLEDGEMENT.....	32
2.10 BIDDER'S CHECKLIST .....	33
<b>SECTION III: SPECIAL CONDITIONS .....</b>	<b>34</b>

3.1	CITY PERSONNEL .....	35
3.1.1	City Representative .....	35
3.1.2	City Responsibilities .....	36
3.2	CONTRACT PERSONNEL .....	37
3.2.1	Contract Representative .....	37
3.2.2	Project Personnel .....	37
3.2.3	Employee Eligibility Criteria .....	39
3.2.4	Required Documentation .....	40
3.2.5	Post Orders .....	40
3.2.6	Physical Demands .....	41
3.2.7	Training Requirements.....	41
3.2.8	Equipment for City Service.....	41
3.2.9	Prohibited Equipment .....	42
3.2.10	Maintenance of Uniforms and Equipment .....	42
3.2.11	Radio and Communication Equipment .....	43
3.2.12	System Quality .....	43
3.2.13	Performance Requirements and Verification .....	43
3.2.14	Additional Contractor Requirements/Information .....	44
3.2.15	Park Restroom Locking Services.....	46
3.2.16	Park Gate Locking Services.....	46
3.2.17	Relief for Absenteeism and Vacation .....	46
3.2.18	Organization Chart .....	46
3.2.19	Workforce Stability .....	47
3.2.20	Labor Activity .....	47
3.3	COMPENSATION.....	47
3.3.1	Changes in Minimum Number of Weekly Service Hours .....	47
3.3.2	Compensation for Security Guard Services, Park Restroom Locking Services, and Park Gate Locking Services .....	48
3.3.3	Compensation for Escalation for Additional Contract Terms .....	48
3.3.4	Non-Performance of Services/Liquidated Damages for Security Guard Services, Park Restroom Locking Services, and Park Gate Locking Services .....	48
3.4	INVOICES .....	49
3.4.1	Project Work Order .....	49
3.4.2	Statements and Invoices .....	50
3.5	GENERAL CONDITIONS.....	50
3.5.1	Facility List.....	50
3.5.2	Area Assignments.....	51
3.5.3	Changes to Contract Documents .....	51
3.5.4	Contractor's Access.....	51
3.5.5	Disclosure of Information .....	52
3.5.6	Key Control.....	52
3.5.7	Performance of the Services .....	52
3.5.8	Contract Documents .....	53
3.5.9	Security and Identification .....	53
3.5.10	Soliciting.....	54

**SAMPLE CONTRACT .....55**

**APPENDIX**

COVINA PARK REFERENCE GUIDE

## SECTION I INSTRUCTIONS TO BIDDERS

### 1.1 GENERAL INSTRUCTIONS

1.1.1 GENERAL BID REQUIREMENTS. To be considered, a bidder must follow the format for bids in the specifications. Bids must be binding and firm. Any bid may be withdrawn before bid opening, but not for 90 days after opening.

1.1.2 BIDDER'S GUARANTEE TO ENTER INTO CONTRACT. All bids must be accompanied by bid security in the amount of ten percent (10%) of the bid price, in the form of cash, cashier's check, money order or surety bond. If the bidder to whom the contract is awarded shall fail or neglect to enter into the contract and file any required bonds within fifteen (15) calendar days after such award, the City may deposit in its treasury said bid security and under no circumstances shall it be returned to the defaulting bidder.

1.1.3 BIDDER MUST MAKE THOROUGH INVESTIGATION. It is the bidder's responsibility to examine the location of the proposed work, to fully acquaint themselves with the specifications and the nature of the work to be done. The bidder shall have no claim against the City based upon ignorance of the nature and requirements of the project, misapprehension of site conditions, or misunderstanding of the specifications or contract provisions.

1.1.4 ACCEPTANCE OF CONDITIONS. By submitting a bid, each bidder expressly agrees to and accepts the following conditions:

- 1) All parts of the Instructions to Bidders and Specifications will become part of the Contract between the selected bidder and the City;
- 2) The City may require whatever evidence is deemed necessary relative to the bidder's financial stability and ability to complete this project;
- 3) The City reserves the right to request further information from the bidder, either in writing or orally, to establish any stated qualifications;
- 4) The City reserves the right to solely judge the bidder's representations, and to solely determine whether the bidder is qualified to undertake the project pursuant to the criteria set forth herein. The bidder, by submitting a bid, expressly acknowledges and agrees that the judgment of the City as to whether or not the bidder is qualified to perform the project, shall be final, binding and conclusive;

- 5) The City reserves the right to reject all bids, waive any irregularity in any of the bids, or cancel or delay the project at any time;
- 6) This bidding process does not commit the City to award any contract, and the City is not liable for any costs incurred by the bidder in the preparation and submission of a bid.

1.1.5 TRUTH AND ACCURACY OF REPRESENTATION. False, incomplete or unresponsive statements in connection with a bid shall be sufficient cause for rejecting the bid.

1.1.6 CITY CHANGES TO THE BID DOCUMENTS. The City reserves the right to change any part of these Instructions to Bidders and Specifications any time prior to the bid opening. Any changes shall be in the form of addenda and will become a part of the bid documents and of the contract. Addenda shall be made available to each bidder on the City's website and any notices of change will be communicated by electronic mail. A bidder's failure to address the requirements of the addenda may result in the bid not being considered. If the City determines that a time extension is required for the bid, the addenda will provide the new submission date.

1.1.7 NOTICE REGARDING DISCLOSURE OF CONTENTS OF DOCUMENT. All bids accepted by the City shall become the exclusive property of the City. Upon opening, all bids accepted by the City shall become a matter of public record and shall be regarded as public, with the exception of those elements of each bid which are identified by the bidder as business or trade secrets and plainly marked as "trade secret", "confidential", or "proprietary." Each element that is a business or trade secret must be clearly marked as set forth above. Blanket statements (i.e., regarding entire pages, documents, or other non-specific designations) shall be insufficient and shall not bind the City in any way whatsoever. If, despite the bidder's request for confidentiality, disclosure is required under the California Public Records Act or otherwise by law, the City shall not in any way be liable or responsible for the disclosure of any such records or part thereof.

1.1.8 AWARD OF BID AND DETERMINATION OF RESPONSIVENESS. The contract shall be awarded to the lowest responsive and responsible bidder. In determining whether a bidder is responsible and responsive, the following shall be considered:

- 1) The quality of the service offered;
- 2) The ability, capability and skill of the bidder to perform the contract or provide the or services;
- 3) Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
- 4) The sufficiency of the bidder's financial resources and the effect thereof on his ability to perform the contract or provide the material or services;

- 5) The character, integrity, reputation, judgment, experience and efficiency of the bidder;
- 6) The quality and timeliness of the bidder's performance on previous orders or contracts for the City;
- 7) Litigation by the bidder on previous orders or contracts with the City;
- 8) The ability of the bidder to provide future maintenance and service where such maintenance and service is essential;

1.1.9 ERRORS AND OMISSIONS. Bidders shall not be allowed to take advantage of any errors or omissions in the Instructions to Bidders or Specifications. Full instructions will be given if such error or omission is discovered and timely called to the attention of the City.

1.1.10 PATENT FEES; PATENT, COPYRIGHT, TRADE SECRET, AND TRADEMARK FEES. Each bidder shall include in the price bid any patent fees, royalties and charges on any patented article or process to be furnished or used in the prosecution of the Work.

1.1.11 TAXES. Except as may be otherwise specifically provided herein, all sales and/or use taxes assessed by federal, State or local authorities on materials used or furnished by the Contractor in performing the Work shall be paid by the Contractor. The Bidder shall calculate payment for all sales, unemployment, pension and other taxes imposed by federal, state and local law and shall include these payments in computing the Bid.

## **1.2 GENERAL SPECIFICATION**

1.2.1 BID PROPOSAL QUANTITIES. The quantities (number of hours, number of restrooms, etc.) contained in the bid documents are approximately only and are for the sole purpose of comparing bids. The City will only pay for hours and services provided. The City may, in accordance with the specifications, order more or less work or services as necessary at the City's sole discretion, as increased or decreased by the unit price noted and payment will be made for the amount of work or materials actually provided as determined by the City and accepted at the unit prices noted in the bid.

1.2.2 EVALUATION OF BID. Bids will be evaluated based on the lowest Grand Total Annual Cost submitted in the Bidders' Proposal. The contract award will be made from among the responsive and responsible bidders. In case of a discrepancy between the unit prices and item total, the unit price shall govern. In the event of a discrepancy between the item totals and the grand total price, the item totals shall prevail. The prices will be subject to adjustment by the City on that basis in the event of discrepancy and bid awarded.

1.2.3 SAMPLE CONTRACT. A sample of the Professional Services Agreement the successful bidder will be required to enter into with the City is attached hereto and by this reference incorporated herein and made part of these specifications.

1.2.4 LICENSE AND PERMITS. The Contractor shall obtain and pay for any required business license under Title 5 of the Covina Municipal Code. For further information regarding business licenses, call (626) 384-5506, or visit the Finance Department, Covina City Hall, 125 E. College Street, Covina, CA, 91723, Monday – Thursday between 7:00 AM to 6:00 PM.

1.2.5 SUBSTITUTION FOR PATENTED AND SPECIFIED ARTICLES. Wherever these Specifications specify any material or process by patent or proprietary name, or by name of manufacturer, such specification is only for the purpose of describing the material or process desired and shall be deemed to be followed by the words and/or approved equivalent. Any bidder may offer in the proposal any material or process that is equivalent in every respect to the material or process specified. This statement of alternate unit shall clearly describe the material or process for which the substitution is proposed and shall provide technical data establishing equivalency.

1.2.6 BID YOUR FULL EQUAL OR BETTER. Materials and equipment furnished shall be new, complete, ready-for-use and of the latest model, shall not been used in demonstration or other services and have all the usual equipment as shown by manufacturer’s current specifications and catalogs unless otherwise specified.

1.2.7 INSURANCE. The following list is an outline of insurance and limits the Contractor shall carry during the term of this contract and any extensions thereof:

Coverage	Required If Marked	Combined Single Limits
1. Automobile Liability	X	\$1,000,000
2. Commercial General Liability	X	\$1,000,000 per occurrence \$2,000,000 aggregate

Note: “The City of Covina, its City Council members, officials, officers, employees, agents, and volunteers” will need to be listed as additionally insured on the General Liability Insurance. Contractor shall also provide a General Liability Insurance Waiver of Subrogation endorsement to the City. Blanket endorsements will not be accepted.

3. Errors and Omissions	X	\$2,000,000
4. Workers’ Compensation	X	\$1,000,000

Note: Contractor shall provide a Workers’ Compensation coverage Waiver of Subrogation endorsement to the City. Blanket endorsements will not be accepted.

Before the City executes the Contract, the Contractor shall provide the City with evidence of the above insurance coverage on forms satisfactory to the City's Risk Manager/Claims Coordinator, specific insurance information is included as an attachment to these specifications. The required insurance shall be kept in full force and effect during the entire Contract period and any extension thereof, and renewed as required by each policy expiration date along with revised endorsements accordingly. Each required insurance coverage, except for Workers' Compensation and errors and omissions (if required), shall be endorsed to name as additional insured the City, its City Council and each member thereof, Commissioners, officials, officers, employees, agents, and volunteers. The General Liability policy and Workers' Compensation policy shall be endorsed to waive the right of subrogation against the City.

The Contractor shall provide the City with a Workers' Compensation policy endorsement, Waiver of the Right of Subrogation against the City, prior to commencement of any work under this contract.

The Certificate of Insurance shall provide that in the event of cancellation or material change in any of the required coverage, the insurer shall give the City 30 days advance written notice. The certificate shall not contain "best effort" modifiers or in any way relieve the insurer of responsibility to give this notice.

The Certificate of Insurance shall also state that the coverage provided in it is primary, and that the insurer waives any right of contribution with insurance that may be available to the City.

In lieu of evidence of the Workers' Compensation insurance policy, the Contractor may furnish satisfactory evidence that it has secured from the Director of Industrial Relations of California a certificate of consent to self-insure. If Workers' Compensation coverage is provided through a permissibly self-insured program, the Contractor will provide written confirmation through a program endorsement waiving the right of subrogation against the City, prior to the commencement of any work under this contract.

**1.2.8 OTHER REQUIREMENTS.** The Contractor must have a minimum of five (5) years experience providing security services of comparable scope. Bidder shall submit a list of current contracts and discontinued contracts for the last five (5) years. List should include Organization name and contact person; number of facilities in contract; type of facility(s); facility(s) square footage; length (e.g. one year, etc.) of contract with dates; and cost of contract.

The Contract Representative assigned to this contract must have a minimum of five (5) years experience managing a security contract of similar size and work scope. Bidder shall submit a resume or statement of the qualifications of the Contract Representative. Failure to submit proof of experience will deem the bid non-responsive.

### 1.3 PROJECT SUMMARY

This contract is being offered for award to provide security guard services at the Covina Metrolink Station Parking Complex and restroom locking services at various public parks owned by the City of Covina.

As the Covina Metrolink Station Parking Complex as identified in Section 3.5.1 is unstaffed, security personnel provide an essential first line of customer service and will be expected to serve as transportation ambassadors representing the City of Covina and the Metrolink system. As such, security personnel will be trained to answer basic transportation questions and are expected to be on foot patrol at the train platform for the arrival and departure of each train during their shift. When trains are not arriving or departing from the station, guards are expected to patrol the parking structure and the surface parking lot. There is a guard shack at the station, but the guard shack is not to be the primary post location for security personnel. Security personnel are expected to spend at least 75% of their time either on parking lot patrol or being a visible customer service presence among the passengers at the train platform. This shall be demonstrated on a daily activity log kept by each Security Officer and shall be submitted as a component of the monthly reports to be submitted by the Contractor. Each shift or post must be staffed throughout the duration of a shift, requiring relief for meals and breaks. Additionally, Contractor must provide an appropriate level of trained field supervision for security officers working these fixed locations. The Contractor shall participate in an ongoing liaison and coordination of activities with the City of Covina Public Works Department, Metrolink field staff, Covina Police Department, and the Los Angeles County Sheriff Department, as needed. The Contractor must also provide for ongoing and regular briefings and inspections of contract personnel.

In addition to providing security services at the Covina Metrolink Station Parking Complex, the contractor shall provide personnel to ensure the premises are clear and secure the restrooms located at various public parks. The City of Covina Park System consists of six parks which are open to the public between the hours of 5:00 AM and 10:30 PM on a daily basis, including weekdays, weekends, and holidays. Secured public restrooms are located within each park which needs to be locked after the parks are closed to prevent loitering and vandalism. A list of all parks with restrooms to be locked is provided in the Section 3.2.13 and a map is available in the Appendix.

The City of Covina is also anticipating installing a swing gate at Cougar Park located at 150 W. Puente Street in Fiscal Year 2016-17. In the event the swing gate is installed, the swing gate will need to be locked nightly immediately following locking the restroom at Cougar Park. **The contractor shall provide an optional cost proposal of park gate locking service for the City to include in the contract in the future.**

#### 1.4 CONTRACT OBJECTIVE

The objective of the security services and park restroom locking services program is to provide a high level of customer service to patrons of the Metrolink and to assist in prevention of crime in the City of Covina for general appearance, health, and safety standards.

The Contractor shall furnish all necessary tools, equipment, supplies, chemicals, labor, supervision, management, and means of transportation, to provide security services and park restroom locking services at various City facilities. **The contract shall be for a three-year period with an option for two additional one-year additional terms, with the approval of the City Council, if the prices, terms, and conditions are acceptable to the City Council.**

In the event that the incumbent contractor is not the successful bidder, the successful bidder agrees to work with incumbent, using best effort to hire existing workers in order to accomplish a smooth transition and continuity of skilled workers who are familiar with the work.

**The contract shall be bid at a firm price for all services requested for the entire contract length, including extensions. At the conclusion of the first contract year and prior to the commencement of the second contract year and any subsequent contract extension period(s), the contractor may request unit price increases. Under no circumstances shall the City accept price increases that exceed the rate of change in the Los Angeles-Orange-Riverside Consumer Price Index (CPI) for the most recently available 12 month period. There shall be no other increase made to the contract amount for additional expenses incurred by the contractor in the event of wage or salary increases for any reason other than the aforementioned CPI increase. The unit price increase request is due two months before the end of a contract period. Upon the City's approval, any increases will be effective at the beginning of the next contract period.**

***BIDDER'S PROPOSAL***

**SECURITY SERVICES AT THE  
COVINA METROLINK STATION PARKING COMPLEX  
AND PARK RESTROOM LOCKING SERVICES  
CONTRACT**

**CITY OF COVINA**

**SECTION II  
BIDDER'S PROPOSAL FOR  
SECURITY SERVICES AT THE  
COVINA METROLINK STATION PARKING COMPLEX  
AND PARK RESTROOM LOCKING SERVICES**

DATE: \_\_\_\_\_

BIDDER: \_\_\_\_\_

To the Honorable City Council  
of the City of Covina, California

In response to the Notice Inviting Bids for SECURITY SERVICES AT THE COVINA METROLINK STATION PARKING COMPLEX AND PARK RESTROOM LOCKING SERVICES, the undersigned proposes and agrees to furnish the required equipment, supplies, labor, and management in strict conformity with the General and Detailed Specifications and Data on manufacturer's data sheets and/or exceptions made part of bid and accepted by the City in writing.

Each bidder must bid on each of the items shown in the Bidder's Proposal. Dollar amounts entered in items A-1, B-1, and C-1 must be greater than zero dollars and shall reflect the actual charge within the Contract for the services provided. For all hours required on the bid sheet, bidder must indicate the hourly wage for each of the hours listed and indicate the total amount to be paid for each of those items. The Total Costs for Bid Schedule A through C shall be included in appropriate bid price and shall constitute full compensation for all labor, materials, and equipment required to complete the above-mentioned work, and no additional payment shall be made therefor. Bidders must submit bid proposals for all services to be considered responsive.

**NOTE:** Per hour charge to include all fees, overhead, insurance, and should reflect total hourly rate to be charged to the City of Covina.

Contract shall be bid at a firm price for all services requested for the entire contract length, including extensions. There shall be no increase made to the contract amount for additional expenses incurred by the contractor in the event of a wage or salary increase for any reason other than a cost of living increase as documented in Section 3.3.3.

If any bidder makes any alteration, interlineation, or deviation in any of the printed matter of the proposal, or if the signature of the bidder is incomplete, the bid will be considered *non-responsive* and may be rejected.

The price bid shall include any and all charges required under the California Retail Sales Tax Act of 1933 as amended and/or the Use Tax of 1935 of said State.

The undersigned, as Bidder hereby declares the only person or persons interested in this bid as principal, or principals, is or are named herein, and that no person other than herein mentioned has any interest in this bid or in the Contract to be entered into; that this bid is made without connection with any other person, company, or parties making a bid; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that it has attended the **mandatory pre-bid conference, held Monday, July 25, 2016 at 2:00 PM and checked in and signed the sign-in sheet at the sign-in table inside the City Council Chambers at 125 E. College Street, Covina, CA 91723**, and informed itself fully in regard to all conditions pertaining to the place where the work is to be performed; that it has examined the Bidders Instructions; General and Detailed Specifications; and all other contract documents and has read all Addenda furnished prior to the bid due date.

The Bidder further agrees not to withdraw this Bid for a period of ninety (90) days after the time and date set for bid opening. To qualify as a Secondary Bidder for consideration of award in the event of a failed contract with Primary Bidder, Bidder must agree not to withdraw this bid for a period of one hundred and twenty (120) days after bid is awarded.

**2.1 Bid Schedule A – SECURITY GUARD SERVICES**

**BASE AMOUNT:**

The quantities (number of labor hours, locations, etc.) contained in the bid documents are approximate only and are for the sole purpose of comparing bids.

One unarmed, uniformed security guard shall be on duty at the Covina Metrolink Station Parking Complex in accordance to the following schedule:

Shift Plans		
Plan A	Plan B	Plan C
5:00 AM – 1:00 PM	5:00 AM – 1:00 PM	-
-	-	9:00 AM – 5:00 PM
3:00 PM – 7:00 PM	-	-
9:00 PM – 5:00 AM	9:00 PM – 5:00 AM	-
20 Hours	16 Hours	8 Hours

Week	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Total Hours
1	-	A	B	A	A	A	C	104
2	-	A	A	A	B	A	C	104
3	-	A	B	A	A	A	C	104
4	-	A	A	A	B	A	C	104
5	-	A	B	A	A	A	C	104

Item Number	Estimated Weekly Hours	Wages & Salaries	Unit Labor Charge Per Hour	Qty.	Total Hourly Labor Cost	Total Weekly Labor Cost
A-1	104	Unarmed, Uniformed Security Guard	\$	1	\$	\$

A-1 \$ \_\_\_\_\_ X 52 Weeks = \$ \_\_\_\_\_  
 (Estimated Total Weekly Labor Cost) (Estimated Total Annual Labor Cost)

**2.2 Bid Schedule B – PARK RESTROOM LOCKING SERVICES**

**BASE AMOUNT:**

The quantities (number of labor hours, locations, etc.) contained in the bid documents are approximate only and are for the sole purpose of comparing bids.

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

Order	Park	Location	Approximate Time Restroom Should Be Locked*
1	Cougar Park	150 W. Puente Street	9:30 PM
2	Heritage Plaza	400 N. Citrus Avenue	9:45 PM
3	Kahler Russell Park	735 N. Glendora Avenue	10:00 PM
4	Kelby Park	815 N. Barranca Avenue	10:15 PM
5	Covina Park	301 N. Fourth Avenue	10:30 PM
6	Hollenbeck Park	1250 N. Hollenbeck Avenue	10:45 PM

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

Item Number	Description	Unit Labor Charge Per Location	Locations Per Day	Total Daily Labor Cost	Total Weekly Labor Cost
B-1	Lock park restrooms at times and locations specified in these Specifications	\$	6	\$	\$

B-1 \$ \_\_\_\_\_ X 52 Weeks = \$ \_\_\_\_\_  
 (Estimated Total Weekly Labor Cost) (Estimated Total Annual Labor Cost)

**2.3 Bid Schedule C – PARK GATE LOCKING SERVICES**

**DEDUCTIVE ITEM:**

The quantities (number of labor hours, locations, etc.) contained in the bid documents are approximate only and are for the sole purpose of comparing bids.

It is anticipated that the City will be installing a swing gate at Cougar Park in Fiscal Year 2016-17. In the event the swing gate is installed, the City reserves the right to include nightly locking services of the swing gate. The swing gate shall be lock immediately after the restroom is locked at Cougar Park.

Item Number	Description	Unit Labor Charge Per Location	Locations Per Day	Total Daily Labor Cost	Total Weekly Labor Cost
C-1	Lock swing gate at Cougar Park	\$	1	\$	\$

C-1 \$ \_\_\_\_\_ X 52 Weeks = \$ \_\_\_\_\_  
 (Estimated Total Weekly Labor Cost) (Estimated Total Annual Labor Cost)

**2.4 Total Costs for Bid Schedules A through C**

**Total Costs for Bid Schedules A through C**

**BASE AMOUNT (ANNUAL COST):**

Schedule A (Item A-1) \$ \_\_\_\_\_

Schedule B (Item B-1) \$ \_\_\_\_\_

**DEDUCTIVE AMOUNT (ANNUAL COST):**

Schedule C (Item C-1) \$ \_\_\_\_\_

**GRAND TOTAL ANNUAL COST = BASE AMOUNT MINUS ( -- ) ALL DECTUCTIVE ITEMS**

**GRAND TOTAL ANNUAL COST IN DIGITS \$ \_\_\_\_\_**

**GRAND TOTAL ANNUAL COST IN WORDS \$ \_\_\_\_\_**

\_\_\_\_\_

**NOTE:** The City will only pay for hours and services provided.

**BIDDER:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

## INFORMATION REQUIRED OF BIDDER

Fill out all of the following information. Attach additional sheets if necessary.

- (1) Bidder's Name: \_\_\_\_\_
  
- (2) If the Bidder's name is a fictitious name, who or what is the full name of the registered owner? If the Bidder's name is not a fictitious name, write "N/A" in the response to this question. If you are doing business under a fictitious name, provide a copy of the filed valid Fictitious Business Name Statement.  
  
\_\_\_\_\_
  
- (3) Business Address: \_\_\_\_\_
  
- (4) Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_
  
- (5) Type of firm - Individual, Partnership, LLC or Corporation: \_\_\_\_\_
  
- (6) Corporation organized under the laws of the State of: \_\_\_\_\_
  
- (7) California State Contractor's License Number and Class: \_\_\_\_\_  
Original Date Issued: \_\_\_\_\_ Expiration Date: \_\_\_\_\_
  
- (8) DIR Contractor Registration Number: \_\_\_\_\_
  
- (9) List the name and title of the person(s) who inspected the Project site for your firm:  
  
\_\_\_\_\_
  
- (10) List the name and title of the person(s) who attended the mandatory pre-bid meeting for your firm, including the mandatory site visit, (if any): \_\_\_\_\_
  
- (11) Number of years of experience the company has as a contractor in security services work: \_
  
- (12) List the names, titles, addresses and telephone numbers of all individuals, firm members, partners, joint venturers, and company or corporate officers having a principal interest in this Bid:  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

(13) List all current and prior D.B.A.'s, aliases, and fictitious business names for any principal having interest in this Bid:

---

---

---

(14) List the dates of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this Bid:

---

---

---

(15) For all arbitrations, lawsuits, settlements and the like (in or out of court) that the company or any principal having an interest in this Bid has been involved with in the past five (5) years:

a. List the names, addresses and telephone numbers of contact persons for the parties:

---

---

---

b. Briefly summarize the parties' claims and defenses:

---

---

---

c. State the tribunal (e.g., Superior Court, American Arbitration Association, etc.), the matter number, and the outcome:

---

---

(16) Has the company or any principal having an interest in this Bid ever had a contract terminated by the owner or agency? If yes, explain.

---

---

(17) Has the company or any principal having an interest in this Bid ever failed to complete a project? If yes, explain.

---

---

(18) Has the company or any principal having an interest in this Bid ever been terminated for cause, even if it was converted to a "termination of convenience"? If yes, explain.

---

---

(19) For projects that the company or any principal having an interest in this Bid has been involved with in the last five (5) years, did you have any claims or actions:

- a. By you against the owner? Circle one:      Yes    No
- b. By the owner against you? Circle one:      Yes    No
- c. By any outside agency or individual for labor compliance? Circle one:    Yes    No
- d. By Subcontractors? Circle one:              Yes    No
- e. Are any of these claims or actions unresolved or outstanding?  
Circle one:    Yes    No

If your answer is "yes" to any part or parts of this question, explain.

---

---

(20) List the last three (3) projects you have worked on or are currently working on for the City of Covina:

---

---

---

Upon request of the City, the Bidder shall furnish evidence showing a notarized financial statement, financial data, experience, or other additional information.

Failure to provide truthful answers to the questions above or in the following References Form may result in the Bid being deemed non-responsive.

The Bidder certifies under penalty of perjury under the laws of the State of California that the information provided above is true and correct.

Notary Public

Company

Subscribed and sworn to me \_\_\_\_\_

Signature: \_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

(SEAL)

Date: \_\_\_\_\_

**2.6 REFERENCES**

**REFERENCES FORM**

For all projects that you are currently working on or have worked on in the past five (5) years, provide the following information:

**Project 1 Name/ Number** \_\_\_\_\_

**Project Description** \_\_\_\_\_

**Approximate Dates**                      **From:** \_\_\_\_\_                      **To:** \_\_\_\_\_

**Agency Name:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_                      **Telephone:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Original Contract Amount:** \$ \_\_\_\_\_                      **Final Contract Amount:** \$ \_\_\_\_\_

If final amount is different from original amount, please explain (change orders, extra work, etc.).

\_\_\_\_\_

\_\_\_\_\_

Did you or any Subcontractor file any claims against the Agency?

Circle one:    Yes    No

Did the Agency file any claims against you?

Circle one:    Yes    No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

\_\_\_\_\_

\_\_\_\_\_

**Project 2 Name/ Number** \_\_\_\_\_

Project Description \_\_\_\_\_

Approximate Dates From: \_\_\_\_\_ To: \_\_\_\_\_

Agency Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Telephone: \_\_\_\_\_

Address: \_\_\_\_\_

Original Contract Amount: \$ \_\_\_\_\_ Final Contract Amount: \$ \_\_\_\_\_

If final amount is different from original amount, please explain (change orders, extra work, etc.).

Did you or any Subcontractor file any claims against the Agency?

Circle one: Yes No

Did the Agency file any claims against you?

Circle one: Yes No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

**Project 3 Name/ Number** \_\_\_\_\_

Project Description \_\_\_\_\_

Approximate Dates From: \_\_\_\_\_ To: \_\_\_\_\_

Agency Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Telephone: \_\_\_\_\_

Address: \_\_\_\_\_

Original Contract Amount: \$ \_\_\_\_\_ Final Contract Amount: \$ \_\_\_\_\_

If final amount is different from original amount, please explain (change orders, extra work, etc.).

\_\_\_\_\_  
\_\_\_\_\_

Did you or any Subcontractor file any claims against the Agency?

Circle one: Yes No

Did the Agency file any claims against you?

Circle one: Yes No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

\_\_\_\_\_  
\_\_\_\_\_

**Project 4 Name/ Number** \_\_\_\_\_

**Project Description** \_\_\_\_\_

**Approximate Dates** From: \_\_\_\_\_ To: \_\_\_\_\_

**Agency Name:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_ **Telephone:** \_\_\_\_\_

**Address:** \_\_\_\_\_

Original Contract Amount: \$ \_\_\_\_\_ Final Contract Amount: \$ \_\_\_\_\_

If final amount is different from original amount, please explain (change orders, extra work, etc.).

\_\_\_\_\_  
\_\_\_\_\_

Did you or any Subcontractor file any claims against the Agency?

Circle one: Yes No

Did the Agency file any claims against you?

Circle one: Yes No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

---

---

**Project 5 Name/ Number** \_\_\_\_\_

**Project Description** \_\_\_\_\_

**Approximate Dates**                      **From:** \_\_\_\_\_                      **To:** \_\_\_\_\_

**Agency Name:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_                      **Telephone:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Original Contract Amount:** \$ \_\_\_\_\_                      **Final Contract Amount:** \$ \_\_\_\_\_

If final amount is different from original amount, please explain (change orders, extra work, etc.).

---

---

Did you or any Subcontractor file any claims against the Agency?

Circle one: Yes No

Did the Agency file any claims against you?

Circle one: Yes No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

---

---

**Project 6 Name/ Number** \_\_\_\_\_

**Project Description** \_\_\_\_\_

**Approximate Dates:**                      **From:** \_\_\_\_\_                      **To:** \_\_\_\_\_

**Agency Name:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_                      **Telephone:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Original Contract Amount:** \$ \_\_\_\_\_                      **Final Contract Amount:** \$ \_\_\_\_\_

If final amount is different from original amount, please explain (change orders, extra work, etc.).

---

---

**Did you or any Subcontractor file any claims against the Agency?**

Circle one:    Yes    No

**Did the Agency file any claims against you?**

Circle one:    Yes    No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

## **2.7 RESUME OF GENERAL MANAGER/OPERATIONS MANAGER**

### **RESUME**

Attach to this Bid the experience resume of the person who will be designated as General Manager or Operations Manager for the Project.

**NONCOLLUSION DECLARATION FORM  
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID  
[Public Contract Code Section 7106]**

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing Bid.

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham Bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid price, or of that of any other Bidder. All statements contained in the Bid are true. The Bidder has not, directly or indirectly, submitted his or her Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, Bid depository, or to any member or agent thereof, to effectuate a collusive or sham Bid, and has not paid, and will not pay, any Person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_ [date], at \_\_\_\_\_ [city], \_\_\_\_\_ [state].

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**This form must be notarized.**

**2.9 ADDENDA ACKNOWLEDGEMENT**

**ADDENDA ACKNOWLEDGMENT FORM**

Bidder's Name: \_\_\_\_\_

The Bidder shall signify receipt of all Addenda here, if any:

Addendum Number	Date Received	Signature

If there are more Addenda than there is room in the chart above, attach another page acknowledging receipt of the Addenda.

## 2.10 BIDDER'S CHECKLIST

TO THE BIDDER:

The following checklist is provided for the convenience of both you and the City and to help eliminate errors and omissions which may render your bid unacceptable. Please check all appropriate boxes and submit with your bid. Bids must include but need not be limited to the following information:

### 1. BID PROPOSAL

A completed Bidder's Proposal for each of the following:

- 2.1 Bid Schedule A – SECURITY GUARD SERVICES
  - 2.2 Bid Schedule B – PARK RESTROOM LOCKING SERVICES
  - 2.3 Bid Schedule C – PARK GATE LOCKING SERVICES
  - 2.4 Total Costs for Bid Schedules A through C (Signed by Bidder)
2.  **COMPLETED, SIGNED AND NOTARIZED INFORMATION REQUIRED OF BIDDER FORM**
  3.  **COMPLETED REFERENCES FORM**
  4.  **RESUME OF GENERAL MANAGER/OPERATIONS MANAGER**
  5.  **COMPLETED, SIGNED AND NOTARIZED BID BOND OR OTHER SECURITY FORM**
  6.  **SIGNED AND NOTARIZED NONCOLLUSION DECLARATION FORM**
  7.  **COMPLETED AND SIGNED ADDENDA ACKNOWLEDGEMENT FORM**
  8.  **EMPLOYEE TRAINING PLAN**
  9.  **WORKFORCE STABILITY PROGRAM**

Bids are to be signed and submitted in triplicate (one original and two copies). If your bid does not include all of the above items, it may be deemed non-responsive.

Mail bids to: City Clerk, 125 E. College Street, Covina, CA 91723 before 3:00 PM on the day listed in the "Notice Inviting Bids". Mail sufficiently early or deliver in person to City Clerk, 125 E. College Street, Covina, CA 91723.

***SPECIAL CONDITIONS***

**SECURITY SERVICES AT THE  
COVINA METROLINK STATION PARKING COMPLEX  
AND PARK RESTROOM LOCKING SERVICES  
CONTRACT**

**CITY OF COVINA**

**SECTION III  
SPECIAL CONDITIONS**

**3.1 CITY PERSONNEL**

**3.3.1 CITY REPRESENTATIVE**

The City shall designate an employee of the City as the City Representative who shall act on behalf of the City with respect to all aspects of this Contract. The City shall designate the City Representative in writing within ten (10) Calendar days after the execution of this Contract and shall promptly notify the Contractor in writing if the City Representative is changed.

The administration of this Contract is vested wholly in the City Representative. The City Representative shall have day-to-day authority to require the Contractor to comply with all provisions of this Contract.

The City Representative does not have the authority to adjust the compensation, to amend the contract, to waive any provision of the contract, to approve invoices in excess of the contract amount, or to increase the contract not-to-exceed amount.

The Contractor shall provide the City Representative free and easy access to inspect and measure the manner and progress of the Services at all times and to inspect the types and quantities of tools, equipment, chemicals, supplies and all other materials used in the performance of the Services. It is agreed that such inspection and measurement is not for the purpose of controlling or directing the Services or employees of the Contractor, but to assure that all Services meet the requirements of the Contract.

The City Representative shall decide any and all questions which may arise as to conformance of and acceptability of tools, equipment, chemicals, supplies and all other materials and methods and procedures used in the performance of the Services with regard to the requirements included herein. The City Representative shall decide all questions which may arise as to the interpretation of the Contract Documents relative to the Services and the fulfillment of the Contract on the part of the Contractor.

The City Representative will determine the amount and quality of the several kinds of Services performed and materials furnished which are to be paid for under this Contract.

The City Representative shall have the authority to require the Contractor to make temporary changes in the assignment of routine services, tasks and task frequencies if such changes do not affect the unit prices contained in BID SCHEDULE A-1. Such temporary changes shall not affect the amount of payment to the Contractor.

The City Representative reserves the right to demand full conformance with the terms and conditions of this contract by the Contractor and the Contractor's employees. The Contractor

agrees to respond to any complaints or concerns by the City Representative pertaining to its employees' performance under this contract and to take appropriate action to remedy any such complaints or concerns regarding the Contractor's employees in a timely manner. The City Representative shall have the authority to take appropriate corrective action up to and including removal of the Contractor's employees from a work area in the event that the Contract representative is not available to take the appropriate action himself until such time as the Contractor is available to, and does remedy the concern or complaint regarding the Contractor's employee(s).

One or more employees of the City may be designated by the City Representative to monitor and inspect the performance and progress of the Services provided under this Contract.

The City Representative shall in no instance have the authority to act as foreman or supervisor for the Contractor and shall not interfere with the Contractor in the supervision or direction of the employees of the Contractor, unless the Contractor or his designee is not available, then the City Representative shall have the authority to take appropriate action as outlined in 3.1.1.

Any advice provided to the Contractor by the City Representative shall in no way be construed as binding upon the City, or release the Contractor from fulfilling the provisions of the Contract.

### **3.3.2 CITY RESPONSIBILITIES**

The City will have the following responsibilities:

1. Provide guidelines for security and protective services for associated properties and facilities.
2. The City Representative, in conjunction with appropriate City personnel, will advise and coordinate with security agency management assignment and deployment of all contract security personnel.
3. The City shall actively work with Contractor to jointly develop all necessary emergency operations and critical incident management protocols for use by Contractor personnel and shall support the Contractor in the development of all necessary protocols and procedures for effectively providing comprehensive security/protective services.
4. The City or its designee will conduct regular periodic review to ensure Contractor's adherence to contract specifications and continued ability to responsibly perform contract services.
5. The City will prepare a Contract Discrepancy Report to identify specific failures of the Contractor to meet contract requirements.
6. The City will provide the Contractor keys to the Guard Shack located at the Covina Metrolink Station and to City Facilities for locking services.

## **3.2 CONTRACT PERSONNEL**

### **3.2.1 CONTRACT REPRESENTATIVE**

The Contractor shall provide a Contract Representative, acceptable to the City Representative. The Contract Representative shall have full authority to act for the Contractor at all times, and to carry out the provisions of this Contract.

The Contract Representative shall ensure that sufficient inspections are conducted to guarantee the Services are performed according to the specified standards. In addition to these inspections, the Contract Representative shall perform and submit written inspection reports of designated Assignment Areas upon the request of the City Representative. The Contract Representative shall use the Tool and Equipment Lists in Section VI of the Specifications to record discrepancies.

The Contract Representative shall be on-call at all times for emergencies and must be able to respond immediately and/or call immediately. The Contract Representative must be able to report within one (1) hour to any of the locations covered by this Contract. The Contract Representative shall make himself or herself available to the City Representative to discuss performance of the Services or other provisions of this contract at any time.

The Contract Representative shall be adequately trained in compliance of all applicable OSHA and other Federal, State, and Local laws and regulations regarding materials that may be encountered in the performance of the Services.

The Contractor shall provide adequate secretarial, clerical, and record keeping support both on-site and off-site to eliminate the need for the Contract Representative to personally prepare payroll, daily, weekly, and monthly statements and invoices, and/or to personally inform other clerical and record keeping activities.

### **3.2.2 PROJECT PERSONNEL**

The Contractor shall provide an adequate number of trained, qualified personnel capable of performing the services in accordance with the Contract Documents. As a minimum, the Contractor shall provide a Project Manager, an appropriate number of Security Supervisors, and Security Officers. The Managers and Supervisors are not expected to be dedicated to this project alone. Specific tasks for each of these personnel are listed below. These tasks are expected to be performed, but are not all inclusive.

#### Project Manager

1. Act on behalf of the contractor on all matters related to the contract.
2. Report to and coordinate with City Representative on a regular basis.
3. Maintain an adequate quality control and complaint resolution system.

4. Respond to contract discrepancy reports on an as-needed basis.
5. Establish operational procedures in consultation with City Representative.
6. Develop post orders as needed in conjunction with City policy.
7. Meet with City designated Project Manager on a regular basis.
8. Ensure compliance with contractual staffing, training, and equipment requirements.
9. Be knowledgeable and adhere to Contractor's standards regarding safety and ensure compliance of subordinates through regular inspections.

#### Security Supervisors

1. Respond to on-site incidents involving subordinates or respond to requests from the City Representative within two (2) hours' time period following an occurrence/request.
2. Conduct on-site supervision, inspection and guidance to on-duty security officers.
3. Assure proper assignment and relief coverage. Notify City Representative of uncovered posts immediately.
4. Reviews, corrects, and approves subordinates' logs and reports.
5. Maintains knowledge of City operational areas, facilities and property as well as adjoining areas.
6. Ensures subordinates' compliance to all terms of contract, post orders and Authority policy, rules and regulations.
7. Provides written results of investigations at the request of the City Representative.

#### Security Officers (Uniformed)

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

1. Respond to requests from service patrons for assistance and service information.
2. Be familiar with train and bus schedules, ticket vending machine operations, Covina BikeHub operations, parking permit requirements and sales procedures, and Metrolink system rules and regulations.

3. Prepare accurate, legible, and grammatical reports detailing any unusual incidents/accidents or occurrences during each shift.
4. Assist City personnel, police and law enforcement personnel on City property as requested by providing perimeter access control, traffic direction or site liaison.

### **3.2.3 EMPLOYEE ELIGIBILITY CRITERIA**

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

#### Security Officer

- a. Must be a graduate of a state certified security officer/guard training program and possess current, valid Consumer Affairs guard cards
- b. Must possess current First Aid and CPR (Cardiopulmonary Resuscitation) certification cards. Certification as an Emergency Medical Technician – Level I (EMT-I) from an emergency medical service certification agency in Los Angeles County may substitute for the first aid requirement, but not the CPR card
- c. Must be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by an Alien Registration Receipt Card for 1-151, or other evidence from the Immigrations and Naturalization Service that the candidate is able to work legally in the United States
- d. May not be employed under this contract if he or she currently or in the past has been involved in:
  - i. Any felony or sex conviction;
  - ii. Military conduct resulting in dishonorable or undesirable discharge;
  - iii. Any pattern of irresponsible behavior or moral turpitude, including, but not limited to reckless driving, drunk driving, theft, illegal drug use, etc.
- e. Must be fully literate in the English language (i.e. be able to read, write, speak and understand clearly). All personnel shall be capable of properly writing reports and maintaining a daily activity log. Oral command of English must be sufficient to permit full and effective communication even in times of stress
- f. Must acquire, keep active and possess at all times while on duty all technical licenses and permits required by law for employment as a security officer
- g. Must meet the following requirements regarding professional behavior and ability:
  - i. Ability to meet and deal tactfully with police and fire department personnel, City employees and the general public; ability to understand, explain, interpret and apply rules, regulations, directives and procedures in a tactful manner;
  - ii. Possess poise, self-confidence and an ability to make sound decisions and react quickly under stressful situations;
  - iii. Ability to prepare clear and concise reports;

- iv. Ability to learn and adapt to changing situations;
- v. Ability to accept and respond to instruction and direction.

### Security Supervisor

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

#### **3.2.4 REQUIRED DOCUMENTATION**

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

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

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

#### **3.2.5 POST ORDERS**

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

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

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

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

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

### **3.2.6 PHYSICAL DEMANDS**

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

### **3.2.7 TRAINING REQUIREMENTS**

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

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

The Contractor shall include a description of a developed employee training plan that incorporates the above requirements.

### **3.2.8 EQUIPMENT FOR CITY SERVICE**

#### Personnel

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

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

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

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

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

#### Vehicle

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

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

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

### **3.2.9 PROHIBITED EQUIPMENT**

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

### **3.2.10 MAINTENANCE OF UNIFORMS AND EQUIPMENT**

The Contractor is responsible for assuring that all security personnel maintain a clean and neat appearance in accordance with the Contractor standards, up to and including responsibility for maintenance and replacement of uniforms as necessary. Likewise, it is expected that all

equipment, particularly vehicles used by the Contractor shall be kept clean, well-maintained, and in safe operating conditions at all times, free from defects or wear which may in any manner constitute a hazard to any person or persons on City property.

### **3.2.11 RADIO AND COMMUNICATION EQUIPMENT**

The Contractor shall provide and maintain the following communications equipment:

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

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

### **3.2.12 SYSTEM QUALITY**

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

### **3.2.13 PERFORMANCE REQUIREMENTS AND VERIFICATION**

#### Contractor Responsibility

Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance and integrity as required and set forth in the contract with the City. Contractor shall likewise be responsible for disciplining contract personnel as necessary to ensure such performance.

#### Monthly Progress Reports

A monthly progress report will be provided by the Contractor detailing incident reports, actions and information requested by the City at the end of each billing period. The report will be categorized and reporting done by incident and by site/location. Additionally, the report shall include daily activity reports submitted by security officers detailing dates, times, and locations of patrol and shall be submitted with each four-week invoice in accordance with Section 3.4.2.

#### Park Restroom/Park Gate Locking Reports

Park restroom/park gate locking reports shall be provided by the Contractor detailing the name of personnel performing the task, time, location, and actions taken for park restroom locking

services and park gate locking services (as needed). Each location shall be documented and submitted with each four-week invoice in accordance with Section 3.4.2.

#### Alcohol and Drug Policy

Contractor must present City with a comprehensive Alcohol and Drug Testing Policy. Proof of a negative drug screen within the last 30 days is required for all employees.

#### City Verifications and Inspections

It shall be the responsibility and prerogative of the City to inspect, investigate, conduct inquiries into, supervise and otherwise direct the activities of any and all personnel providing service under this contract. Such activities will be conducted on a regular, period basis, either announced or unannounced by the City Representative or his/her designee. The Contractor shall only participate in activities approved by the City Representative. If Contractor is given direction to participate in activities by any other person besides the City Representative, this request needs to be reported to the City Representative immediately.

#### **3.2.14 ADDITIONAL CONTRACTOR REQUIREMENTS/INFORMATION**

The Contractor must also be able to meet the requirements listed below prior to commencing service:

1. Licensed to do business in the State of California.
2. Licensed to do business in the City of Covina.
3. In possession of a State of California and City of Covina Private Patrol Operating Permit from the Covina Police Department.
4. Provide security personnel who can speak and write in English and who are able to complete routine logs and accurate incident reports.
5. Provide the City with trained, qualified security officers and supervisors who are able to project a positive professional appearance and demeanor and assist the public under demanding conditions in a high volume commuter rail system setting while remaining professional, courteous and tactful.
6. Provide uniformed guards at the Covina Metrolink Station Parking Complex possessing all required certifications One Hundred and Four (104) hours per week, seven days per week, excluding holidays when Metrolink Trains do not run (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day) according to the following schedule:

Shift Plans		
Plan A	Plan B	Plan C
5:00 AM – 1:00 PM -	5:00 AM – 1:00 PM -	- 9:00 AM – 5:00 PM
3:00 PM – 7:00 PM 9:00 PM – 5:00 AM	- 9:00 PM – 5:00 AM	- -
20 Hours	16 Hours	8 Hours

Week	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Total Hours
1	-	A	B	A	A	A	C	104
2	-	A	A	A	B	A	C	104
3	-	A	B	A	A	A	C	104
4	-	A	A	A	B	A	C	104
5	-	A	B	A	A	A	C	104

7. Provide personnel with all necessary equipment, transportation, training and supervision.
8. Develop and follow an approved relief schedule for all posts.
9. Have a 24-hour staff capability.
10. Provide personnel with handheld two-way radios or other approved communication equipment as specified in this scope of services.
11. Provide personnel who have completed the requirements mandated by the California Department of Consumer Affairs for certification and must possess First Aid / CPR certifications.
12. Provide patrolling field supervisors to monitor the contract.
13. Provide ongoing training for personnel as needed and shall participate in all City mandated or sponsored training and drills, as required.
14. Provide personnel of the highest caliber who meet the standards demanded in this scope of services.
15. Be willing to provide remedial officer training or counseling as required or remove deficient personnel from City service, as requested by City Representative.
16. Participate in liaison / coordination meetings with City personnel and Covina Police Department personnel, as needed.
17. Comply at all times with the terms and conditions of the contract, including the specific insurance requirements.

**3.2.15 PARK RESTROOM LOCKING SERVICES**

In addition to providing security services, the Contractor shall provide personnel to:

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

Order	Park	Location	Approximate Time Restroom Should Be Locked*
1	Cougar Park	150 W. Puente Street	9:30 PM
2	Heritage Plaza	400 N. Citrus Avenue	9:45 PM
3	Kahler Russell Park	735 N. Glendora Avenue	10:00 PM
4	Kelby Park	815 N. Barranca Avenue	10:15 PM
5	Covina Park	301 N. Fourth Avenue	10:30 PM
6	Hollenbeck Park	1250 N. Hollenbeck Avenue	10:45 PM

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

2. Report any issues found when locking park facilities.

**3.2.16 PARK GATE LOCKING SERVICES**

It is anticipated that the City will be installing a swing gate at Cougar Park in Fiscal Year 2016-17. In the event the swing gate is installed, the City reserves the right to include nightly locking services of the swing gate at any time during the contract at the rates provided in Section 2.3. The swing gate shall be lock immediately after the restroom is locked at Cougar Park.

**3.2.17 RELIEF FOR ABSENTEEISM AND VACATION**

The Contractor shall provide relief personnel as necessary and work overtime as necessary at no cost to the City to ensure that the security guard services, park restroom locking services, and park gate locking services (as needed) are performed as required.

If the Security Officer(s) is absent or late, the Contractor shall provide for each vacant position a competent replacement that has the authority to carry out the terms and provisions of the Contract.

**3.2.18 ORGANIZATION CHART**

The Contractor shall prepare and maintain on file at the site of the work an updated organization chart showing assigned work areas of each employee performing services under

this contract. The Contractor shall provide the City Representative with an up-to-date copy of the organizational chart upon request or whenever a change is made.

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

### **3.2.19 WORKFORCE STABILITY**

The Contractor shall include a description of a developed employee retention and motivation program. The Contractor shall explain in detail the policies and procedures in place for employee discipline, employee development, and employee retention. Also to be included is a description of the workforce (years of experience, training, date of last review, job rating, and proficiency). The City requires that the Contractor be able to show workforce continuity and stability, as well as job familiarity among its present employees.

### **3.2.20 LABOR ACTIVITY**

The Contractor shall be responsible for its own labor relations with any trade or union representative among its employees and shall negotiate and be responsible for adjust all of the disputes between itself and its employees or any union representing such employees. Whenever the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of the Services, the Contractor shall immediately give written notice thereof to the City. No union meetings are permitted on City property.

If any strike, boycott, picketing, work stoppage, slowdown or other labor activity is directed against the Contractor which results in the curtailment or discontinuation of services provided hereunder, the City shall have the right during said period to employ any means legally permissible to have the services provided.

In the event of a work stoppage by employees of the City or any of the City's other contractors affecting the site, the Contractor shall furnish the services required to keep the site in a condition acceptable to the City. In the event of danger to the employees of the Contractor, such services shall be performed by the Contractor's management and supervisory employees in cooperation with the City's employees.

## **3.3 COMPENSATION**

### **3.3.1 CHANGE IN MINIMUM NUMBER OF WEEKLY SERVICE HOURS**

The City Representative shall have the right to increase or decrease the required minimum number of weekly Service hours by providing written notification to the Contractor, and by increasing or decreasing BID ITEM NUMBERS A-1, B-1, C-1 (Optional).

### **3.3.2 COMPENSATION FOR SECURITY GUARD SERVICES, PARK RESTROOM LOCKING SERVICES, AND PARK GATE LOCKING SERVICES**

Payment will be made to the Contractor for Security Guard Services, Park Restroom Locking Services, and Park Gate Locking Services (as needed) as defined herein after approval of each four-week invoice, based upon satisfactory completion of each week's Services. The price for SECURITY GUARD SERVICES, PARK RESTROOM LOCKING SERVICES, and PARK GATE LOCKING SERVICES shall not exceed the maximum amount shown on all bid SCHEDULES for these Services, unless changes in the Services provided are made and approved in advance by the City. Payment for Security Guard Services, Park Restroom Locking Services, and Park Gate Locking Services will be made in conformance with the FORMULA FOR COMPUTING WEEKLY SERVICE CHARGE BY CONTRACTOR shown in the BID FORM. The City reserves the right to make increases and decreases in the SECURITY GUARD SERVICES, PARK RESTROOM LOCKING SERVICES, and PARK GATE LOCKING SERVICES as it sees fit.

### **3.3.3 COMPENSATION ESCALATION FOR ADDITIONAL CONTRACT TERMS**

In the event the City elects to exercise any of its options to extend this Contract beyond its initial three year term, the rates in all Bid Schedules may be adjusted. At the conclusion of the first contract year and prior to the commencement of the second contract year, third contract year, and any subsequent contract extension period(s), the Contractor may request unit price increases. Under no circumstances shall the City accept price increases that exceed the rate of change in the Los Angeles-Orange-Riverside Consumer Price Index for the most recently available 12 month period. There shall be no other increase made to the contract amount for additional expenses incurred by the contractor in the event of wage or salary increases for any reason other than the aforementioned CPI increase. The unit price increase request is due two months before the end of a contract period. Upon the City's approval, any increases will be effective at the beginning of the next contract period.

### **3.3.4 NON-PERFORMANCE OF SERVICES/LIQUIDATED DAMAGES FOR SECURITY GUARD SERVICES, PARK RESTROOM LOCKING SERVICES, AND PARK GATE LOCKING SERVICES**

In the event of non-performance of Security Guard Services, Park Restroom Locking Services, and Park Gate Locking Services (as needed) by the Contractor, the City Representative shall have the right to exercise one of the following options:

The Contractor shall correct such item of non-performance within 24 hours upon notification by the City, and the City shall make no deductions for such item of non-performance.

The City shall correct the item of non-performance by using another Contractor, or by any means it deems necessary and reasonable. Direct cost incurred by the City for the correction of the item of non-performance including a reasonable amount for the cost of the time of the employees of the City involved in such correction shall be deducted from payments made to the Contractor.

The City shall allow the non-performance to remain uncorrected and shall make a deduction from payments to the Contractor in accordance with the following paragraphs in this section.

Repeated instances of non-performance by the Contractor may result in a verbal warning from the City. After two verbal warnings, a written warning will be given. In the event the non-performance continues, additional written warnings will be issued. If the Contractor receives three written warnings within a three-month period, the City will assess \$2,000 in liquidated damages\*. Each subsequent written warning will carry a cost for liquidated damages\* in the amount of \$3,000 per offense. The dollar amount assessed for liquidated damages\* will be subtracted from the amount due on the invoice immediately following written notification of non-performance. Warnings will be assessed over the entire contract regardless of location on an annual basis. Continued incidences of non-performance may result in the contract being cancelled by the City. Examples of non-performance of Security Guard Services, Park Restroom Locking Services, and Park Gate Locking Services (as needed) include, but are not limited to:

- Security Officers not reporting to posts during hours specified in Section 3.2.14
- Not locking restrooms at specified hours in Section 3.2.15
- Not locking gate at Cougar Park if option is decided to be included into the contract
- Not submitting monthly progress reports in a timely manner
- Not submitting park restroom/park gate locking reports in a timely manner
- The Contractor's employees not wearing uniforms with identification while providing security guard services on City property
- Leaving the premises before allotted work schedule ends
- Loss of a building key, or entry card, or any other entry device
- Unauthorized use of the guard shack
- Damaging equipment in the guard shack

Such incidents of non-performance will be considered unresponsive and unacceptable.

\*Execution of the Contract shall constitute agreement by the City of Covina and the Contractor that this represents the minimum value of the costs and actual damage caused by the failure of the Contractor to meet performance requirements. Such sum is liquidated damages and shall not be construed as a penalty, and may be deducted from payments due by the Contractor if such non-performance occurs.

### **3.4 INVOICES**

#### **3.4.1 PROJECT WORK ORDER**

A Project Work Order may be issued by the City Representative directing the Contractor to perform Services in accordance with BID SCHEDULE A (i.e. for additional security guard services need for special events). The City Representative shall have the unilateral right to delay, modify, or cancel such Project Work Orders.

**3.4.2 STATEMENTS AND INVOICES**

The Contractor shall submit invoices in duplicate, once monthly or as services are completed.

Properly documented and substantiated invoices shall be payable *net* thirty (30). Those invoices not acceptable to the City Representative shall be returned to the Contractor for correction and subsequent resubmittal for payment.

Invoices shall include weekly statements for Security Guard Services, Park Restroom Locking Services, and Park Gate Locking Services as follows:

<b>WEEK ENDING:</b>							
<b>Employee/Area Assignment/Shift</b>	<b>Sun</b>	<b>Mon</b>	<b>Tues</b>	<b>Wed</b>	<b>Thurs</b>	<b>Fri</b>	<b>Sat</b>

The Contractor shall submit, with the invoices, certified time records for verification of the weekly statements.

**3.5 GENERAL CONDITIONS**

**3.5.1 FACILITY LIST**

The Contractor shall provide services, in accordance with specifications, to the following City facilities:

<b>FACILITY NAME</b>	<b>ADDRESS</b>
COVINA METROLINK STATION PARKING COMPLEX:	
• COVINA METROLINK STATION/METROLINK EAST PARKING LOT	600 N. CITRUS AVENUE
• METROLINK WEST PARKING STRUCTURE	559 N. CITRUS AVENUE
COUGAR PARK	150 W. PUENTE STREET
HERITAGE PLAZA	400 N. CITRUS AVENUE
KAHLER RUSSELL PARK	735 N. GLENDORA AVENUE
KELBY PARK	815 N. BARRANCA AVENUE
COVINA PARK	301 N. FOURTH AVENUE
HOLLENBECK PARK	1250 N. HOLLENBECK AVENUE

### **3.5.2 AREA ASSIGNMENTS**

The Contractor shall assign its employees to areas of work for performance of Security Guard Services, Park Restroom Locking Services, and Park Gate Locking Services (as needed) in accordance with the Area Assignments as defined in the Specifications section of this Contract.

The Contractor shall ensure that each employee is in their assigned area or station, properly equipped, uniformed and ready to begin work at the beginning of the work shift and will remain in their work area during the entire work shift except for the break periods described below.

All Service Workers of the Contractor performing the Services shall be paid by the Contractor and take for each four hours worked, a break of fifteen minutes from the time of discontinuing performance of the Services until the time of resuming performance of the Services. Such break times will take place at times scheduled by the Contractor and approved by the City Representative.

### **3.5.3 CHANGES TO CONTRACT DOCUMENTS**

Any changes, additions, deletions, or modifications of any type to the Agreement or General Conditions shall be made only by written Amendment and signed by the Contractor and the City.

The City may from time to time, without invalidating the Contract, modify the Contract by adding, deleting, or changing any one or all of the following areas to the Contract: Security Guard Services, Park Restroom Locking Services, Park Gate Locking Services, Special Conditions, and/or Specifications. All such changes shall be ordered by means of a Written Change Order. Any changes in the Compensation to the Contractor resulting from such Change Orders shall be agreed upon by the City and the Contractor.

### **3.5.4 CONTRACTOR'S ACCESS**

Access routes, entrance gates, or doors, parking and storage areas, etc. and any imposed time limitations on the Contractor shall be designated by the City Representative. The Contractor shall conduct its operations in strict observation of the access routes and other areas established as described above. The Contractor shall ensure that under no circumstances shall any of the employees of the Contractor enter or move upon any area not authorized by the City Representative for access by the Contractor.

The City shall give the Contractor's personnel reasonable access to the areas where the Services are to be performed to the extent necessary or appropriate for the performance of said Services hereunder subject, however, to the City's safety rules and regulations. The City shall arrange for access to buildings, including the provision of keys or access cards as required by the Contractor to perform Services in accordance with Section 3.5.6.

### **3.5.5 DISCLOSURE OF INFORMATION**

The Contractor agrees that it will not during or after the term of this Contract disclose any proprietary information or confidential business information of the City, including, but not limited to its costs, charges, operating procedures and methods of doing business to any person, firm, corporation, association or other entity or to the general public for any reason or purpose whatsoever without the prior written consent of the City. Such confidential or proprietary information received by the Contractor shall be used by it exclusively in connection with the performance of the Services.

The Contractor shall not issue or release for publication any articles or advertising or publicity matter relating to the Services performed by the Contractor hereunder or mentioning or implying the name of the City, its subsidiaries or affiliated companies or their respective personnel, without the prior written consent of the City.

### **3.5.6 KEY CONTROL**

The Contractor shall adequately secure the keys, key cards, other entry devices and codes provided by the City. The Contractor shall maintain a record of the key numbers issued to its employees.

The Contractor shall immediately report any such item which becomes lost, missing or stolen to the City Representative. Should the Contractor lose or have gotten stolen any keys, entry cards, other entry devices or entry codes issued to the Contractor by the City, the cost of changing locks, keys, entry cards, other devices or entry codes to buildings, rooms or areas accessible by the lost or stolen keys will be deducted from the Contractor's invoice to the City for the Work performed under this Contract.

The Contractor shall physically present all keys, entry cards and other entry devices for verification upon request of the City Representative.

Loss of a building key, or entry card, or any other entry device supplied to the Contractor may result in a verbal warning, and liquidated damages being assessed. The City reserves the right to charge the Contractor to recover costs in rectifying any loss of keys, entry card or any other entry device.

### **3.5.7 PERFORMANCE OF THE SERVICES**

The Contractor shall be responsible for the complete and timely performance of all the Services under this Contract and for all manner and type of tools, equipment, supplies, and materials of every description required to successfully perform all Services under this Contract.

### **3.5.8 CONTRACT DOCUMENTS**

Specifications showing general outlines and details necessary for a comprehensive understanding of the Services form a part of the Contract Documents. All Services under the Contract shall be performed in all respects in strict compliance with the requirements of these Specifications.

The Specifications and all other provisions of the Contract Documents are essential parts of the Contract, and a requirement occurring in one is binding as though occurring in all.

The Contractor will be supplied with two (2) copies of the Contract Documents. The Contractor shall have available at the office space in the guard shack provided by the City at all times one (1) copy of the Contract Documents.

### **3.5.9 SECURITY AND IDENTIFICATION**

The Contractor shall take all measures necessary to comply and to ensure the employees of the Contractor comply with the rules and regulations of the City and all applicable Federal, State and local rules, laws and regulations.

The Contractor shall ensure that employees serving hereunder, shall not use controlled substances not prescribed for them, nor illegal substances on the City's premises or during work hours, or in any manner when to do so would in any way affect the performance of the Services, and shall not use alcohol on the City's premises nor preceding their work shift when to do so would in any way affect the performance of the Services.

Because the Contractor's employees may have access to secured facilities while performing the Services under this Contract, the Contractor shall provide written certification that each employee has no records of criminal convictions other than minor traffic violations. The Contractor, upon request by the City Representative, shall provide written certification of the items contained in the above paragraphs as well as any other information developed in the course of the Contractor's investigation of each employee.

Additionally, the Contractor shall attest in writing that a background check to the extent allowed by law has been conducted on each employee within four (4) weeks of initial employment. Information revealed may result in the employee in question being removed from the Contract.

The City shall have the right to request any additional investigative background information including, but not limited to, the employment record of any personnel assigned to perform the Services. The Contractor shall furnish in writing such information to the extent allowed by law within 30 calendar days after receipt of written request from the City Representative. The City reserves the right to conduct its own investigation of any employee of the Contractor.

The Contractor is responsible to ensure that all of its employees performing hereunder are competent, orderly, and professional at all times. If any employee of the Contractor, in the opinion of the City, is not performing the Services in a proper manner, or is incompetent, disorderly, abusive, dangerous, or disruptive or does not comply with rules and regulations of the City, the City shall bring such complaints or concerns to the attention of the Contractor and the Contractor agrees to remedy any such complaint or concern in a timely manner. Until such time as the Contractor takes action to remedy any complaint or concern regarding its employees, the City Representative reserves the right to have such employee removed from its premises and access restricted. Such removal shall in no way be interpreted to require dismissal or other disciplinary action of the employee by the Contractor. The Contractor shall at all times remain responsible for the control of, and disciplinary action against its own employees. Additionally, the Contractor shall keep time records for each of its employees of hours actually worked.

The Contractor shall ensure that lost, or apparently lost articles, that are found by the Contractor's employees be turned in immediately to the City Representative or to the City Representative's designated representative.

Upon termination or transfer of any employee of the Contractor, the Contractor shall immediately notify the City Representative in writing of such termination or transfer, and shall immediately obtain and void all identification badges, keys or other items that would allow the terminated or transferred employee to gain access to any of City of Covina facility or property.

The Contractor shall prevent any of its employees from opening, tampering with, using or moving any item of equipment, telephones, storage containers, desks, etc. or entering into any areas unless required in the performance of the Services.

The Contractor shall establish, implement and maintain procedures and controls to ensure each employee of the Contractor complies with all applicable provisions of the Contract and all site rules and practices of the City.

Failure to comply with items in this section may result in a warning for non-performance.

### **3.5.10 SOLICITING**

The Contractor shall not provide and shall not solicit any Services in the facilities or on the properties of the City other than that which is defined in this Contract. The Contractor shall establish, implement, and maintain procedures and controls adequate to prevent its employees from providing any services other than that which is defined in this contract or soliciting or accepting any gratuities in the facilities of the City.

***CONTRACT***

**SECURITY SERVICES AT THE  
COVINA METROLINK STATION PARKING COMPLEX  
AND PARK RESTROOM LOCKING SERVICES  
CONTRACT**

**CITY OF COVINA**

55

225

## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is dated September 6, 2016 (“Effective Date”) and is between the City of Covina, a California municipal corporation (“City”) and [Consultant’s Legal Name], a [Legal Form of Entity, e.g., California corporation, limited partnership, limited liability company] (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

### RECITALS

A. City desires to utilize the services of Consultant as an independent contractor to provide security guard services at the Covina Metrolink Station Parking complex and nightly restroom locking services at six City-owned parked located within the City of Covina.

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

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

The parties therefore agree as follows:

**1. Term of Agreement.** The term of this Agreement shall be from the Effective Date through September 6, 2019, unless sooner terminated as provided in Section 13 of this Agreement. The City may, upon mutual agreement, extend the contract for two (2) additional one year terms. In no event shall the contract be extended beyond September 6, 2021.

**2. Compensation.**

A. Compensation. As full compensation for Consultant’s services provided under this Agreement, City shall pay Consultant a sum not to exceed [Written Amount] Dollars (\$[Numerical Amount]) (the “maximum compensation”), based on the hourly rates set forth in the Approved Fee Schedule, attached hereto as Exhibit A. Any terms in Exhibit A, other than the payment rates and schedule of payment, are null and void.

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

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

**3. Consultant’s Services.**

A. Scope of Services. Consultant shall perform the services described in the Scope of Services, attached as Exhibit B. City may request, in writing, changes in the scope of services to be performed. Any changes mutually agreed upon by the parties, and any increase or decrease in compensation, shall be incorporated by written amendments to this Agreement.

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

C. Time for Performance. Consultant shall commence the services on the Effective Date and shall perform all services by the deadline established by the City Representative or, if no deadline is established, with reasonable diligence.

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

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

F. Compliance with Laws. The Consultant shall keep itself informed of all local, state and federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such ordinances, laws and regulations. The City and its agents shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section.

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

#### **4. Method of Payment.**

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

B. Payment. City shall pay all undisputed invoice amounts within thirty (30) calendar days after receipt up to the maximum compensation set forth in Section 2 of this Agreement. City shall not withhold federal payroll, state payroll or other taxes, or other similar

deductions, from payments made to Consultant. For all reimbursements authorized by this Agreement, Consultant shall provide receipts on all reimbursable expenses in excess of Fifty Dollars (\$50) in such form as approved by the Finance Director.

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

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

**6. Independent Contractor.**

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

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

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

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

**9. Indemnification.**

A. Indemnities for Third Party Claims.

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

2) Consultant shall pay all required taxes on amounts paid to Consultant under this Agreement, and indemnify and hold City harmless from any and all taxes, assessments, penalties and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall fully comply with the workers' compensation law regarding Consultant and Consultant's employees. Consultant shall indemnify and hold City harmless from any failure of Consultant to comply with applicable workers' compensation laws. City may offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure

to promptly pay to City any reimbursement or indemnification arising under this Subparagraph A. 2).

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

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

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

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

## **10. Insurance.**

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

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

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

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

4) Errors and Omissions Insurance with minimum limits of Two Million Dollars (\$2,000,000) per claim and in aggregate.

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

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

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

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

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

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

coverage or limits, Consultant shall, within two (2) business days of notice from the insurer, phone, fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.

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

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

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

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

## **11. Mutual Cooperation.**

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

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

**12. Records and Inspections.** Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three (3) years. Consultant shall, without charge, provide City with access to the records during normal business hours. City may examine and audit the records and make transcripts therefrom, and inspect all program data, documents, proceedings and activities.

**13. Termination or Suspension of Agreement.**

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

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

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

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

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

If to Consultant:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

*[SIGNATURE PAGE FOLLOWS]*

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

City:

City of Covina,  
a California municipal corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Consultant:

[Consultant’s Legal Name],  
a [Legal Form of Entity]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

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

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Name: Candice K. Lee  
Title: City Attorney

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

**EXHIBIT A**  
**APPROVED FEE SCHEDULE**

**EXHIBIT B**  
**SCOPE OF SERVICES**

1. DESCRIPTION OF CONTRACT AND INTENT

This contract is being offered for award to provide security guard services at the Covina Metrolink Station Parking Complex and restroom locking services at various public parks owned by the City of Covina.

As the Covina Metrolink Station Parking Complex as identified in Section 3.5.1 is unstaffed, security personnel provide an essential first line of customer service and will be expected to serve as transportation ambassadors representing the City of Covina and the Metrolink system. As such, security personnel will be trained to answer basic transportation questions and are expected to be on foot patrol at the train platform for the arrival and departure of each train during their shift. When trains are not arriving or departing from the station, guards are expected to patrol the parking structure and the surface parking lot. There is a guard shack at the station, but the guard shack is not to be the primary post location for security personnel. Security personnel are expected to spend at least 75% of their time either on parking lot patrol or being a visible customer service presence among the passengers at the train platform. This shall be demonstrated on a daily activity log kept by each Security Officer and shall be submitted as a component of the monthly reports to be submitted by the Contractor. Each shift or post must be staffed throughout the duration of a shift, requiring relief for meals and breaks. Additionally, Contractor must provide an appropriate level of trained field supervision for security officers working these fixed locations. The Contractor shall participate in an ongoing liaison and coordination of activities with the City of Covina Public Works Department, Metrolink field staff, Covina Police Department, and the Los Angeles County Sheriff Department, as needed. The Contractor must also provide for ongoing and regular briefings and inspections of contract personnel.

In addition to providing security services at the Covina Metrolink Station Parking Complex, the contractor shall provide personnel to ensure the premises are clear and secure the restrooms located at various public parks. The City of Covina Park System consists of six parks which are open to the public between the hours of 5:00 AM and 10:30 PM on a daily basis, including weekdays, weekends, and holidays. Secured public restrooms are located within each park which needs to be locked after the parks are closed to prevent loitering and vandalism. A list of all parks with restrooms to be locked is provided in the Section 3.2.13 of the Specifications.

The City of Covina is also anticipating installing a swing gate at Cougar Park located at 150 W. Puente Street in Fiscal Year 2016-17. In the event the swing gate is installed, the swing gate will need to be locked nightly immediately following locking the restroom at Cougar Park. Should the City elect to include park gate locking services at any time during the contract, the Contractor shall perform the service at the rates specified in **Exhibit A**.

## 2. POST ORDERS

The security contractor shall provide “post orders” to guide the performance of its security personnel on City facilities. These post orders shall be prepared in consultation with the City Representative and shall be subject to regular inspection.

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

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

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

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

## 3. PERSONNEL

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

### Project Manager

1. Act on behalf of the contractor on all matters related to the contract.
2. Report to and coordinate with City Representative on a regular basis.
3. Maintain an adequate quality control and complaint resolution system.
4. Respond to contract discrepancy reports on an as-needed basis.
5. Establish operational procedures in consultation with City Representative.

6. Develop post orders as needed in conjunction with City policy.
7. Meet with City designated Project Manager on a regular basis.
8. Ensure compliance with contractual staffing, training, and equipment requirements.
9. Be knowledgeable and adhere to Contractor's standards regarding safety and ensure compliance of subordinates through regular inspections.

#### Security Supervisors

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

#### Security Officers (Uniformed)

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

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

#### 4. EMPLOYEE ELIGIBILITY CRITERIA

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

##### Security Officer

- a. Must be a graduate of a state certified security officer/guard training program and possess current, valid Consumer Affairs guard cards
- b. Must possess current First Aid and CPR (Cardiopulmonary Resuscitation) certification cards. Certification as an Emergency Medical Technician – Level I (EMT-I) from an emergency medical service certification agency in Los Angeles County may substitute for the first aid requirement, but not the CPR card
- c. Must be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by an Alien Registration Receipt Card for 1-151, or other evidence from the Immigrations and Naturalization Service that the candidate is able to work legally in the United States
- d. May not be employed under this contract if he or she currently or in the past has been involved in:
  - iv. Any felony or sex conviction;
  - v. Military conduct resulting in dishonorable or undesirable discharge;
  - vi. Any pattern of irresponsible behavior or moral turpitude, including, but not limited to reckless driving, drunk driving, theft, illegal drug use, etc.
- e. Must be fully literate in the English language (i.e. be able to read, write, speak and understand clearly). All personnel shall be capable of properly writing reports and maintaining a daily activity log. Oral command of English must be sufficient to permit full and effective communication even in times of stress
- f. Must acquire, keep active and possess at all times while on duty all technical licenses and permits required by law for employment as a security officer
- g. Must meet the following requirements regarding professional behavior and ability:
  - i. Ability to meet and deal tactfully with police and fire department personnel, City employees and the general public; ability to understand, explain, interpret and apply rules, regulations, directives and procedures in a tactful manner;
  - ii. Possess poise, self-confidence and an ability to make sound decisions and react quickly under stressful situations;
  - iii. Ability to prepare clear and concise reports;
  - iv. Ability to learn and adapt to changing situations;
  - v. Ability to accept and respond to instruction and direction.

##### Security Supervisor

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

## 5. REQUIRED DOCUMENTATION

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

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

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

## 6. PHYSICAL DEMANDS

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

## 7. TRAINING REQUIREMENTS

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

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

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

## 8. EQUIPMENT FOR CITY SERVICE

### Personnel

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

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

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

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

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

#### Vehicle

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

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

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

#### 9. PROHIBITED EQUIPMENT

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

#### 10. MAINTENANCE OF UNIFORMS AND EQUIPMENT

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

#### 11. RADIO AND COMMUNICATION EQUIPMENT

The Contractor shall provide and maintain the following communications equipment:

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

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

#### 12. SYSTEM QUALITY

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

#### 13. PERFORMANCE REQUIREMENTS AND VERIFICATION

##### Contractor Responsibility

Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance and integrity as required and set forth in the contract with the City. Contractor shall likewise be responsible for disciplining contract personnel as necessary to ensure such performance.

##### Monthly Progress Reports

A monthly progress report will be provided by the Contractor detailing incident reports, actions and information requested by the City at the end of each billing period. The report will be categorized and reporting done by incident and by site/location. Additionally, the report shall include daily activity reports submitted by security officers detailing dates, times, and locations of patrol and shall be submitted with each four-week invoice in accordance with Section 3.4.2 of the Specifications.

##### Park Restroom/Park Gate Locking Reports

Park restroom/park gate locking reports shall be provided by the Contractor detailing the name of personnel performing the task, time, location, and actions taken for park restroom locking services and park gate locking services (as needed). Each location shall be documented and submitted with each four-week invoice in accordance with Section 3.4.2 of the Specifications.

Alcohol and Drug Policy

Contractor must present City with a comprehensive Alcohol and Drug Testing Policy. Proof of a negative drug screen within the last 30 days is required for all employees.

City Verifications and Inspections

It shall be the responsibility and prerogative of the City to inspect, investigate, conduct inquiries into, supervise and otherwise direct the activities of any and all personnel providing service under this contract. Such activities will be conducted on a regular, period basis, either announced or unannounced by the City Representative or his/her designee. The Contractor shall only participate in activities approved by the City Representative. If Contractor is given direction to participate in activities by any other person besides the City Representative, this request needs to be reported to the City Representative immediately.

14. **ADDITIONAL CONTRACTOR REQUIREMENTS/INFORMATION**

The Contractor must also be able to meet the requirements listed below prior to commencing service:

1. Licensed to do business in the State of California.
2. Licensed to do business in the City of Covina.
3. In possession of a State of California and City of Covina Private Patrol Operating Permit from the Covina Police Department.
4. Provide security personnel who can speak and write in English and who are able to complete routine logs and accurate incident reports.
5. Provide the City with trained, qualified security officers and supervisors who are able to project a positive professional appearance and demeanor and assist the public under demanding conditions in a high volume commuter rail system setting while remaining professional, courteous and tactful.
6. Provide uniformed guards possessing all required certifications One Hundred and Four (104) hours per week, seven days per week, excluding holidays when Metrolink Trains do not run (New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day) according to the following schedule:

<b>Security Guard Shift Plans</b>		
<b>Plan A</b>	<b>Plan B</b>	<b>Plan C</b>
5:00 AM – 1:00 PM	5:00 AM – 1:00 PM	-
-	-	9:00 AM – 5:00 PM

3:00 PM – 7:00 PM 9:00 PM – 5:00 AM	- 9:00 PM – 5:00 AM	- -
20 Hours	16 Hours	8 Hours

Week	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Total Hours
1	-	A	B	A	A	A	C	104
2	-	A	A	A	B	A	C	104
3	-	A	B	A	A	A	C	104
4	-	A	A	A	B	A	C	104
5	-	A	B	A	A	A	C	104

7. Provide personnel with all necessary equipment, transportation, training and supervision.
8. Develop and follow an approved relief schedule for all posts.
9. Have a 24-hour staff capability.
10. Provide personnel with handheld two-way radios or other approved communication equipment as specified in this scope of services.
11. Provide personnel who have completed the requirements mandated by the California Department of Consumer Affairs for certification and must possess First Aid/CPR certifications.
12. Provide patrolling field supervisors to monitor the contract.
13. Provide ongoing training for personnel as needed and shall participate in all City mandated or sponsored training and drills, as required.
14. Provide personnel of the highest caliber who meet the standards demanded in this scope of services.
15. Be willing to provide remedial officer training or counseling as required or remove deficient personnel from City service, as requested by City Representative.
16. Participate in liaison/coordination meetings with City personnel and Covina Police Department personnel, as needed.
17. Comply at all times with the terms and conditions of the contract, including the specific insurance requirements.

15. CITY RESPONSIBILITIES

The City will have the following responsibilities:

1. Provide guidelines for security and protective services for associated properties and facilities.
2. The City Representative, in conjunction with appropriate City personnel, will advise and coordinate with security agency management assignment and deployment of all contract security personnel.
3. The City shall actively work with Contractor to jointly develop all necessary emergency operations and critical incident management protocols for use by Contractor personnel and shall support the Contractor in the development of all

necessary protocols and procedures for effectively providing comprehensive security/protective services.

4. The City or its designee will conduct regular periodic review to ensure Contractor's adherence to contract specifications and continued ability to responsibly perform contract services.
5. The City will prepare a Contract Discrepancy Report to identify specific failures of the Contractor to meet contract requirements.
6. The City will provide the Contractor keys to the Guard Shack located at the Covina Metrolink Station and to City Facilities for locking services.

16. PARK RESTROOM LOCKING SERVICES

In addition to providing security services, the Contractor shall provide personnel to:

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

Order	Park	Location	Approximate Time Restroom Should Be Locked*
1	Cougar Park	150 W. Puente Street	9:30 PM
2	Heritage Plaza	400 N. Citrus Avenue	9:45 PM
3	Kahler Russell Park	735 N. Glendora Avenue	10:00 PM
4	Kelby Park	815 N. Barranca Avenue	10:15 PM
5	Covina Park	301 N. Fourth Avenue	10:30 PM
6	Hollenbeck Park	1250 N. Hollenbeck Avenue	10:45 PM

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

2. Report any issues found when locking park facilities.

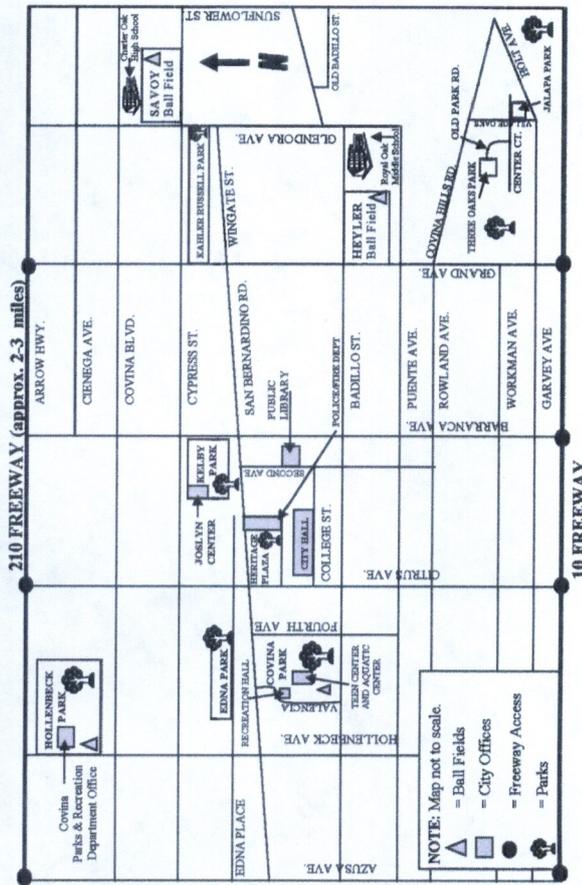
17. PARK GATE LOCKING SERVICES

It is anticipated that the City will be installing a swing gate at Cougar Park in Fiscal Year 2016-17. In the event the swing gate is installed, the City reserves the right to include nightly locking services of the swing gate at any time during the contract at the rates provided in **Exhibit A**. The swing gate shall be locked immediately after the restroom is locked at Cougar Park.

## APPENDIX

# Park Addresses & Map

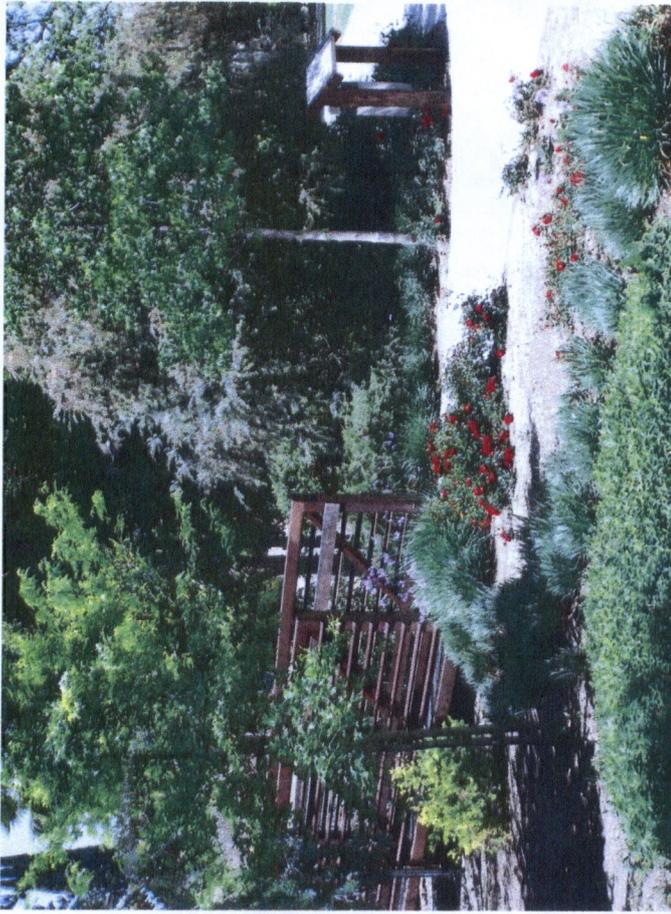
- Heritage Plaza—400 N. Citrus Ave.**  
(Corner of San Bernardino Rd. and Citrus Ave.)
- Covina Park—301 N. Fourth Ave.**  
(Between San Bernardino Rd. and Badillo St.)
- Edna Park—220 W. Edna Pl.**  
(Between Hollenbeck Ave. and Citrus Ave.)
- Hollenbeck Park—1250 N. Hollenbeck Ave.**  
(Between Arrow Hwy. and Covina Blvd.)
- Jobe's Glen at Jalapa Park (also Xalapa)**  
(Village Oaks Dr. & Garvey Ave. North)
- Kahler Russell Park—735 N. Glendora Ave.**  
(Between Cypress St. and Wingate St. Entrance also on Grand Ave.)
- Kelby Park—815 N. Barranca Ave.**  
(Between San Bernardino Rd. and Cypress St.)



Covina Parks & Recreation Department

## PARK SYSTEM

### QUICK REFERENCE GUIDE



For more information, please contact the Parks & Recreation Office at (626) 384-5340 or stop by the office located at 1250 N. Hollenbeck Ave.

Office hours are Monday-Thursday and alternate Fridays, 10 am-5:45 pm.

# QUICK REFERENCE GUIDE

PARK FEATURES	Heritage Plaza	Covina Park	Edna Park	Hollenbeck Park	Jobe's Glen Jalapa Park	Kahler Russell Park	Kelby Park	Three Oaks Park
Acreage (approximate)	2	10	2	10	2	17	6	1
Aquatic Center		X						
Bandshell/Performance Platform	X	X						
Barbecue(s)		X			X			
Basketball Courts		X		X		X		
Drinking Fountains	X	X		X		X	X	
Horseshoe Pits		X					X	
Joslyn Center							X	
Nature Trail						X		
Paddle Ball Court						X		
Parking	X	X		X		X	X	
Parks & Recreation Office				X				
Picnic Tables	X	X	X	X	X	X	X	X
Play Equipment-Tot Lot		X						
Play Equipment, ages 2-5	X	X	X					
Play Equipment, ages 5-12		X	X	X	X	X	X	
Recreation Hall		X						
Restrooms	X	X		X		X	X	
Roller Hockey Rink		X				X		
Sport Fields		Softball		Baseball Soccer		Baseball Football		
Farmers' Market	X							
Tennis Courts/Paddle Ball		Tennis				Tennis Paddle Ball		
Historical Walk (W)/Mural (M)	W	M						

## Park Contact Information

- Covina Police Dept.**  
**(626) 384-5808**
- Suspicious persons or activity in the parks
  - Persons involved in damaging park property
  - Persons involved in graffiti
  - Persons consuming alcohol (regardless of age)
  - Persons involved in drug use/sale/purchase
  - Persons in park after park hours

- Covina Parks & Recreation Dept.**  
**(626) 384-5340**
- Maintenance Issues
  - Non-operational park lighting
  - Weed abatement issues

- L.A. County Public Works Dept.**  
**(800) 675-4357**
- Storm channel inlets at Kahler Russell Park

- San Gabriel Valley Mosquito/Vector Control**  
**(626) 814-9466**
- Mosquitoes in Kahler Russell Park storm channel

- Graffiti**
- Please report graffiti in the parks to one of the following contacts**
- Police Department Hotline (626) 384-5599
  - Parks & Recreation Department (626) 384-5340
  - Email: graffiti@covinaca.gov



**CITY OF COVINA**

**NOTICE INVITING BIDS**

**FOR  
SECURITY SERVICES AT THE  
COVINA METROLINK STATION PARKING COMPLEX  
AND PARK RESTROOM LOCKING SERVICES**

**ADDENDUM #1**

**July 26, 2016**

**THIS ADDENDUM BECOMES PART OF THE CONTRACT DOCUMENTS AND MODIFIES THE  
ORIGINAL BID DOCUMENTS**

The submittal deadline for questions and requests for clarification has been extended to **5:00 P.M. local time on Monday, August 1, 2016.**

Responses to questions submitted prior to the established question deadline will be released on Tuesday, August 2, 2016.

The following paragraph on Page 16 of the bid documents shall be revised to read:

**~~“The Bidder further declares that it has attended the mandatory pre-bid conference, held Monday, July 25, 2016 at 2:00 PM and checked in and signed the sign-in sheet at the sign-in table inside the City Council Chambers at 125 E. College Street, Covina, CA 91723, and~~ informed itself fully in regard to all conditions pertaining to the place where the work is to be performed; that it has examined the Bidders Instructions; General and Detailed Specifications; and all other contract documents and has read all Addenda furnished prior to the bid due date.”**

A non-mandatory pre-bid conference and job walk was held on Tuesday, July 26, 2016 at 2:00 P.M. at the Covina Metrolink Station as stated on the Notice Inviting Bids.

Please acknowledge receipt of this and all other addenda within your proposal.

**CITY OF COVINA**

**NOTICE INVITING BIDS**

**FOR  
SECURITY SERVICES AT THE  
COVINA METROLINK STATION PARKING COMPLEX  
AND PARK RESTROOM LOCKING SERVICES**

**ADDENDUM #2**

**August 2, 2016**

**THIS ADDENDUM BECOMES PART OF THE CONTRACT DOCUMENTS AND MODIFIES THE  
ORIGINAL BID DOCUMENTS**

Below are responses to questions submitted at the prebid conference and questions submitted by bidders.

1. Who is the current contract provider?

*The current contract provider is Absolute Security International, Inc.*

2. The current contract term was for how long?

*The current contract term was for a period of five years between May 3, 2011 and October 31, 2016 (three-year contract with an option for two one-year extensions.)*

3. Are there any issues and or concerns with the current contract provider?

*There are no issues or concerns with the current contract provider.*

4. Is an EMT certification really necessary for First Aid?

*Per Section 3.2.3 Employee Eligibility Criteria (b), security officers must possess current First Aid and CPR certification cards. EMT-I certification is not required, but may be a substitute for the First Aid requirement.*

Please acknowledge receipt of this and all other addenda within your proposal.

**2.1 Bid Schedule A – SECURITY GUARD SERVICES**

**BASE AMOUNT:**

The quantities (number of labor hours, locations, etc.) contained in the bid documents are approximate only and are for the sole purpose of comparing bids.

One unarmed, uniformed security guard shall be on duty at the Covina Metrolink Station Parking Complex in accordance to the following schedule:

Shift Plans		
Plan A	Plan B	Plan C
5:00 AM – 1:00 PM	5:00 AM – 1:00 PM	-
-	-	9:00 AM – 5:00 PM
3:00 PM – 7:00 PM	-	-
9:00 PM – 5:00 AM	9:00 PM – 5:00 AM	-
20 Hours	16 Hours	8 Hours

Week	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Total Hours
1	-	A	B	A	A	A	C	104
2	-	A	A	A	B	A	C	104
3	-	A	B	A	A	A	C	104
4	-	A	A	A	B	A	C	104
5	-	A	B	A	A	A	C	104

Item Number	Estimated Weekly Hours	Wages & Salaries	Unit Labor Charge Per Hour	Qty.	Total Hourly Labor Cost	Total Weekly Labor Cost
A-1	104	Unarmed, Uniformed Security Guard	\$15.78	1	\$15.78	\$1641.12
			Good till Dec 31, 2016		Good till Dec 31, 2016	Good till Dec 31, 2016
			\$16.98		\$16.98	\$1,765.92
			Good till Oct 31, 2017		Good till Oct 31, 2017	Good till Oct 31, 2017

\*\$15.78/HR is good for 11/1/2016 – 12/31/2016 due to minimum wage increasing on 1/1/2017

\*\$16.98/HR is good for 1/1/2017 – 10/31/2017 due to minimum wage increasing on 1/1/2017

**A-1 \$ See Below in "Notes" X 52 Weeks = \$ 91,000.32**  
 (Estimated Total Weekly Labor Cost)(Estimated Total Annual Labor Cost)

**Notes:**

\*Nov. 1<sup>st</sup>, 2016 – Dec. 31<sup>st</sup>, 2016 = \$15.78 X [(8 Weeks X 104Hrs) + 84Hrs] = \$14,454.48

\*Jan. 1<sup>st</sup>, 2017 – Oct. 31<sup>st</sup>, 2017 = \$16.98 X [(43 Weeks X 104Hrs) + 36Hrs] = \$76,545.84

\*A-1 (11/1/2016 – 10/31/2017) Grand Total: \$14,454.48 + \$76,545.84 = \$91,000.32

**2.2 Bid Schedule B – PARK RESTROOM LOCKING SERVICES**

**BASE AMOUNT:**

The quantities (number of labor hours, locations, etc.) contained in the bid documents are approximate only and are for the sole purpose of comparing bids.

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

Order	Park	Location	Approximate Time Restroom Should Be Locked *
1	Cougar Park	150 W. Puente Street	9:30 PM
2	Heritage Plaza	400 N. Citrus Avenue	9:45 PM
3	Kahler Russell Park	735 N. Glendora Avenue	10:00 PM
4	Kelby Park	815 N. Barranca Avenue	10:15 PM
5	Covina Park	301 N. Fourth Avenue	10:30 PM
6	Hollenbeck Park	1250 N. Hollenbeck Avenue	10:45 PM

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

Item Number	Description	Unit Labor Charge Per Location	Locations Per Day	Total Daily Labor Cost	Total Weekly Labor Cost
B-1	Lock park restrooms at times and locations specified in these Specifications	\$ 6	6	\$ 36	\$ 252
		Good till Dec 31, 2016		Good till Dec 31, 2016	Good till Dec 31, 2016
		\$ 7.5		\$ 45	\$ 315
		Good till Oct 31, 2017		Good till Oct 31, 2017	Good till Oct 31, 2017

\*\$6.00/Unit is good for 11/1/2016 – 12/31/2016 due to minimum wage increasing on 1/1/2017

\*\$7.50/Unit is good for 1/1/2017 – 10/31/2017 due to minimum wage increasing on 1/1/2017

**B-1 \$ See Below in "Notes" \_\_\_\_\_ X 52 Weeks = \$ 15,876.00**  
 (Estimated Total Weekly Labor Cost) (Estimated Total Annual Labor Cost)

**Notes:**

\* Nov. 1<sup>st</sup>, 2016 – Dec. 31<sup>st</sup>, 2016 = \$6 X 6 Locations X 61 Days = \$2,196.00

\* Jan. 1<sup>st</sup>, 2017 – Oct. 31<sup>st</sup>, 2017 = \$7.5 X 6 Locations X 304 Days = \$13,680.00

\*B-1 (11/1/2016 – 10/31/2017) **Grand Total: \$2,196.00 + \$13,680.00 = 15,876.00**

**2.3 Bid Schedule C – PARK GATE LOCKING SERVICES**

**DEDUCTIVE ITEM:**

The quantities (number of labor hours, locations, etc.) contained in the bid documents are approximate only and are for the sole purpose of comparing bids.

It is anticipated that the City will be installing a swing gate at Cougar Park in Fiscal Year 2016-17. In the event the swing gate is installed, the City reserves the right to include nightly locking services of the swing gate. The swing gate shall be lock immediately after the restroom is locked at Cougar Park.

<b>Item Number</b>	<b>Description</b>	<b>Unit Labor Charge Per Location</b>	<b>Locations Per Day</b>	<b>Total Daily Labor Cost</b>	<b>Total Weekly Labor Cost</b>
C-1	Lock swing gate at Cougar Park	\$0	1	\$0	\$0

C-1 \$0 \_\_\_\_\_ X 52 Weeks = \$ 0 \_\_\_\_\_  
 (Estimated Total Weekly Labor Cost) (Estimated Total Annual Labor Cost)

\*Rates include in the cost of the Park Restroom Locking Services

**2.4 Total Costs for Bid Schedules A through C**

**Total Costs for Bid Schedules A through C**

**BASE AMOUNT (ANNUAL COST):**

Schedule A (Item A-1) \$ 91,000.32

Schedule B (Item B-1) \$ 15,876.00

**DEDUCTIVE AMOUNT (ANNUAL COST):**

Schedule C (Item C-1) \$ 0 (The price is Included in the cost of Schedule B)

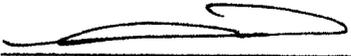
**GRAND TOTAL ANNUAL COST = BASE AMOUNT MINUS ( -- ) ALL DECTUCTIVE ITEMS**

**GRAND TOTAL ANNUAL COST IN DIGITS** \$ 106,876.32

**GRAND TOTAL ANNUAL COST IN WORDS** \$ One Hundred Six Thousand and Eight  
Hundred Seventy Six and Thirty Two Cents

**NOTE:** The City will only pay for hours and services provided.

**BIDDER:** Absolute Security International Inc. dba Absolute International Security

**SIGNATURE:**  **TITLE:** President/QM **DATE:** 8/8/2016

**2.1 Bid Schedule A – SECURITY GUARD SERVICES**

**BASE AMOUNT:**

The quantities (number of labor hours, locations, etc.) contained in the bid documents are approximate only and are for the sole purpose of comparing bids.

One unarmed, uniformed security guard shall be on duty at the Covina Metrolink Station Parking Complex in accordance to the following schedule:

Shift Plans		
Plan A	Plan B	Plan C
5:00 AM – 1:00 PM	5:00 AM – 1:00 PM	-
-	-	9:00 AM – 5:00 PM
3:00 PM – 7:00 PM	-	-
9:00 PM – 5:00 AM	9:00 PM – 5:00 AM	-
20 Hours	16 Hours	8 Hours

Week	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Total Hours
1	-	A	B	A	A	A	C	104
2	-	A	A	A	B	A	C	104
3	-	A	B	A	A	A	C	104
4	-	A	A	A	B	A	C	104
5	-	A	B	A	A	A	C	104

Item Number	Estimated Weekly Hours	Wages & Salaries	Unit Labor Charge Per Hour	Qty.	Total Hourly Labor Cost	Total Weekly Labor Cost
A-1	104	Unarmed, Uniformed Security Guard	\$ 15.25	1	\$ 15.25	\$ 1586.00

A-1 \$ 1586.00 X 52 Weeks = \$ 82,472.00  
 (Estimated Total Weekly Labor Cost) (Estimated Total Annual Labor Cost)

**2.2 Bid Schedule B – PARK RESTROOM LOCKING SERVICES**

**BASE AMOUNT:**

The quantities (number of labor hours, locations, etc.) contained in the bid documents are approximate only and are for the sole purpose of comparing bids.

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

Order	Park	Location	Approximate Time Restroom Should Be Locked*
1	Cougar Park	150 W. Puente Street	9:30 PM
2	Heritage Plaza	400 N. Citrus Avenue	9:45 PM
3	Kahler Russell Park	735 N. Glendora Avenue	10:00 PM
4	Kelby Park	815 N. Barranca Avenue	10:15 PM
5	Covina Park	301 N. Fourth Avenue	10:30 PM
6	Hollenbeck Park	1250 N. Hollenbeck Avenue	10:45 PM

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

Item Number	Description	Unit Labor Charge Per Location	Locations Per Day	Total Daily Labor Cost	Total Weekly Labor Cost
B-1	Lock park restrooms at times and locations specified in these Specifications	\$ 5.25	6	\$ 31.50	\$ 220.50

B-1 \$ 220.50 X 52 Weeks = \$ 11,466.00  
 (Estimated Total Weekly Labor Cost) (Estimated Total Annual Labor Cost)

**2.3 Bid Schedule C – PARK GATE LOCKING SERVICES**

**DEDUCTIVE ITEM:**

The quantities (number of labor hours, locations, etc.) contained in the bid documents are approximate only and are for the sole purpose of comparing bids.

It is anticipated that the City will be installing a swing gate at Cougar Park in Fiscal Year 2016-17. In the event the swing gate is installed, the City reserves the right to include nightly locking services of the swing gate. The swing gate shall be lock immediately after the restroom is locked at Cougar Park.

Item Number	Description	Unit Labor Charge Per Location	Locations Per Day	Total Daily Labor Cost	Total Weekly Labor Cost
C-1	Lock swing gate at Cougar Park	\$ 1.00	1	\$ 1.00	\$ 7.00

C-1 \$ 7.00 X 52 Weeks = \$ 364.00  
 (Estimated Total Weekly Labor Cost) (Estimated Total Annual Labor Cost)

**2.4 Total Costs for Bid Schedules A through C**

**Total Costs for Bid Schedules A through C**

**BASE AMOUNT (ANNUAL COST):**

Schedule A (Item A-1) \$ 82,472.00

Schedule B (Item B-1) \$ 11,466.00

**DEDUCTIVE AMOUNT (ANNUAL COST):**

Schedule C (Item C-1) \$ 364.00

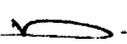
**GRAND TOTAL ANNUAL COST = BASE AMOUNT MINUS ( -- ) ALL DEDUCTIVE ITEMS**

**GRAND TOTAL ANNUAL COST IN DIGITS** \$ 93,938.00

**GRAND TOTAL ANNUAL COST IN WORDS** \$ ninety three thousand, nine hundred  
thirty eight dollars and zero cents

**NOTE:** The City will only pay for hours and services provided.

BIDDER: POWER SECURITY GROUP

SIGNATURE:  TITLE: Director of Operations DATE: 8/1/2016

## SERVICES AGREEMENT

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

### RECITALS

A. City desires to utilize the services of Contractor as an independent contractor to provide the services as described below in **Exhibit B**.

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

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

The parties therefore agree as follows:

**1. Term of Agreement.** The term of this Agreement shall be from the Effective Date through November 1, 2019, unless sooner terminated as provided in Section 13 of this Agreement. The City may, upon mutual agreement, extend the contract for two (2) additional one year terms. In no event shall the contract be extended beyond November 1, 2021.

**2. Compensation.**

A. Compensation. As full compensation for Contractor’s services provided under this Agreement, City shall pay Contractor a sum not to exceed Three Hundred Seven Thousand Nine Hundred Fifty-Six Dollars and Fifty Cents (\$307,956.50) (the “maximum compensation”), based on the hourly rates set forth in the Approved Fee Schedule, attached hereto as **Exhibit A**. Any terms in Exhibit A, other than the payment rates and schedule of payment, are null and void.

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

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

**3. Contractor’s Services.**

A. Scope of Services. Contractor shall perform the services described in the Scope of Services, attached as **Exhibit B**. City may request, in writing, changes in the scope of services to be performed. Any changes mutually agreed upon by the parties, and any increase or decrease in compensation, shall be incorporated by written amendments to this Agreement.

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

C. Time for Performance. Contractor shall commence the services on the Effective Date and shall perform all services by the deadline established by the City Representative or, if no deadline is established, with reasonable diligence.

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

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

F. Compliance with Laws. The Contractor shall keep itself informed of all local, state and federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Contractor shall at all times observe and comply with all such ordinances, laws and regulations. The City and its agents shall not be liable at law or in equity occasioned by failure of the Contractor to comply with this section.

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

#### **4. Method of Payment.**

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

B. Payment. City shall pay all undisputed invoice amounts within thirty (30) calendar days after receipt up to the maximum compensation set forth in Section 2 of this

Agreement. City shall not withhold federal payroll, state payroll or other taxes, or other similar deductions, from payments made to Contractor. For all reimbursements authorized by this Agreement, Contractor shall provide receipts on all reimbursable expenses in excess of Fifty Dollars (\$50) in such form as approved by the Finance Director.

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

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

**6. Independent Contractor.**

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

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

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

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

**9. Indemnification.**

**A. Indemnities for Third Party Claims.**

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

2) Contractor shall pay all required taxes on amounts paid to Contractor under this Agreement, and indemnify and hold City harmless from any and all taxes, assessments, penalties and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Contractor shall fully comply with the workers' compensation law regarding Contractor and Contractor's employees. Contractor shall indemnify and hold City harmless from any failure of Contractor to comply with applicable workers' compensation laws. City may offset against the amount of any fees due to Contractor under this

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

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

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

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

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

## 10. Insurance.

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

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

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

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

4) Errors and Omissions Insurance with minimum limits of Two Million Dollars (\$2,000,000) per claim and in aggregate.

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

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

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

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

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

G. Cancellations or Modifications to Coverage. Contractor shall not cancel, reduce or otherwise modify the insurance policies required by this Section 10 during the term of this Agreement. The commercial general and automobile liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail thirty (30) calendar days' prior written

notice to City. If any insurance policy required under this Section 10 is canceled or reduced in coverage or limits, Contractor shall, within two (2) business days of notice from the insurer, phone, fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.

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

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

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

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

## **11. Mutual Cooperation.**

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

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

**12. Records and Inspections.** Contractor shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three (3) years. Contractor shall, without charge, provide City with access to the records during normal business hours. City

may examine and audit the records and make transcripts therefrom, and inspect all program data, documents, proceedings and activities.

**13. Termination or Suspension of Agreement.**

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

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

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

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

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

If to Contractor:  
Attn: Sid Hashemi  
Power Security Group  
1180 Olympic Drive #206  
Corona, California 92881

**16. Non-Discrimination and Equal Employment Opportunity.** In the performance of this Agreement, Contractor shall not discriminate against any employee, subcontractor or applicant for employment because of race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information, sexual orientation or other basis prohibited by law. Contractor will take affirmative action to ensure that subcontractors and applicants are

employed, and that employees are treated during employment, without regard to their race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information or sexual orientation.

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

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

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

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

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

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

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

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

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

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

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

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

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

*[SIGNATURE PAGE FOLLOWS]*

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

City:

City of Covina,  
a California municipal corporation

Contractor:

Power Security Group, Inc.,  
a California corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

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

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Name: Candice K. Lee  
Title: City Attorney

**EXHIBIT A  
APPROVED FEE SCHEDULE**

**Bid Schedule A – SECURITY GUARD SERVICES**

**BASE AMOUNT:**

The quantities (number of labor hours, locations, etc.) contained in the bid documents are approximate only and are for the sole purpose of comparing bids.

One unarmed, uniformed security guard shall be on duty at the Covina Metrolink Station Parking Complex in accordance to the following schedule:

<b>Shift Plans</b>		
<b>Plan A</b>	<b>Plan B</b>	<b>Plan C</b>
5:00 AM – 1:00 PM	5:00 AM – 1:00 PM	-
-	-	9:00 AM – 5:00 PM
3:00 PM – 7:00 PM	-	-
9:00 PM – 5:00 AM	9:00 PM – 5:00 AM	-
<b>20 Hours</b>	<b>16 Hours</b>	<b>8 Hours</b>

<b>Week</b>	<b>Sunday</b>	<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>	<b>Saturday</b>	<b>Total Hours</b>
<b>1</b>	-	A	B	A	A	A	C	<b>104</b>
<b>2</b>	-	A	A	A	B	A	C	<b>104</b>
<b>3</b>	-	A	B	A	A	A	C	<b>104</b>
<b>4</b>	-	A	A	A	B	A	C	<b>104</b>
<b>5</b>	-	A	B	A	A	A	C	<b>104</b>

<b>Item Number</b>	<b>Estimated Weekly Hours</b>	<b>Wages &amp; Salaries</b>	<b>Unit Labor Charge Per Hour</b>	<b>Qty.</b>	<b>Total Hourly Labor Cost</b>	<b>Total Weekly Labor Cost</b>
<b>A-1</b>	<b>104</b>	Unarmed, Uniformed Security Guard	\$ 15.25	1	\$ 15.25	\$ 1,586.00

**A-1 \$ 1,586.00** X 52 Weeks = **\$ 82,472.00**  
 (Estimated Total Weekly Labor Cost) (Estimated Total Annual Labor Cost)

**Bid Schedule B – PARK RESTROOM LOCKING SERVICES**

**BASE AMOUNT:**

The quantities (number of labor hours, locations, etc.) contained in the bid documents are approximate only and are for the sole purpose of comparing bids.

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

Order	Park	Location	Approximate Time Restroom Should Be Locked*
1	Cougar Park	150 W. Puente Street	9:30 PM
2	Heritage Plaza	400 N. Citrus Avenue	9:45 PM
3	Kahler Russell Park	735 N. Glendora Avenue	10:00 PM
4	Kelby Park	815 N. Barranca Avenue	10:15 PM
5	Covina Park	301 N. Fourth Avenue	10:30 PM
6	Hollenbeck Park	1250 N. Hollenbeck Avenue	10:45 PM

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

Item Number	Description	Unit Labor Charge Per Location	Locations Per Day	Total Daily Labor Cost	Total Weekly Labor Cost
B-1	Lock park restrooms at times and locations specified in these Specifications	\$ 5.25	6	\$ 31.50	\$ 220.50

**B-1 \$ 220.50** X 52 Weeks = **\$ 11,466.00**  
 (Estimated Total Weekly Labor Cost) (Estimated Total Annual Labor Cost)



<b>Total Costs for Bid Schedules A through C</b>
--

**Total Costs for Bid Schedules A through C**

**BASE AMOUNT (ANNUAL COST):**

Schedule A (Item A-1)                    \$ 82,472.00

Schedule B (Item B-1)                    \$ 11,466.00

**DEDUCTIVE AMOUNT (ANNUAL COST):**

Schedule C (Item C-1)                    \$ 364.00

**GRAND TOTAL ANNUAL COST = BASE AMOUNT MINUS ( -- ) ALL DEDUCTIVE ITEMS**

**GRAND TOTAL ANNUAL COST IN DIGITS    \$ 93,938.00**

**GRAND TOTAL ANNUAL COST IN WORDS    \$ Ninety Three Thousand Nine Hundred**

**Thirty-Eight Dollars**

**NOTE:** The City will only pay for hours and services provided.

## **EXHIBIT B SCOPE OF SERVICES**

### **1. DESCRIPTION OF CONTRACT AND INTENT**

This contract is being offered for award to provide security guard services at the Covina Metrolink Station Parking Complex and restroom locking services at various public parks owned by the City of Covina.

As the Covina Metrolink Station Parking Complex as identified in Section 3.5.1 is unstaffed, security personnel provide an essential first line of customer service and will be expected to serve as transportation ambassadors representing the City of Covina and the Metrolink system. As such, security personnel will be trained to answer basic transportation questions and are expected to be on foot patrol at the train platform for the arrival and departure of each train during their shift. When trains are not arriving or departing from the station, guards are expected to patrol the parking structure and the surface parking lot. There is a guard shack at the station, but the guard shack is not to be the primary post location for security personnel. Security personnel are expected to spend at least 75% of their time either on parking lot patrol or being a visible customer service presence among the passengers at the train platform. This shall be demonstrated on a daily activity log kept by each Security Officer and shall be submitted as a component of the monthly reports to be submitted by the Contractor. Each shift or post must be staffed throughout the duration of a shift, requiring relief for meals and breaks. Additionally, Contractor must provide an appropriate level of trained field supervision for security officers working these fixed locations. The Contractor shall participate in an ongoing liaison and coordination of activities with the City of Covina Public Works Department, Metrolink field staff, Covina Police Department, and the Los Angeles County Sheriff Department, as needed. The Contractor must also provide for ongoing and regular briefings and inspections of contract personnel.

In addition to providing security services at the Covina Metrolink Station Parking Complex, the contractor shall provide personnel to ensure the premises are clear and secure the restrooms located at various public parks. The City of Covina Park System consists of six parks which are open to the public between the hours of 5:00 AM and 10:30 PM on a daily basis, including weekdays, weekends, and holidays. Secured public restrooms are located within each park which needs to be locked after the parks are closed to prevent loitering and vandalism. A list of all parks with restrooms to be locked is provided in the Section 3.2.13 of the Specifications.

The City of Covina is also anticipating installing a swing gate at Cougar Park located at 150 W. Puente Street in Fiscal Year 2016-17. In the event the swing gate is installed, the swing gate will need to be locked nightly immediately following locking the restroom at Cougar Park. Should the City elect to include park gate locking services at any time during the contract, the Contractor shall perform the service at the rates specified in **Exhibit A**.

## 2. POST ORDERS

The security contractor shall provide “post orders” to guide the performance of its security personnel on City facilities. These post orders shall be prepared in consultation with the City Representative and shall be subject to regular inspection.

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

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

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

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

## 3. PERSONNEL

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

### Project Manager

1. Act on behalf of the contractor on all matters related to the contract.
2. Report to and coordinate with City Representative on a regular basis.
3. Maintain an adequate quality control and complaint resolution system.
4. Respond to contract discrepancy reports on an as-needed basis.

5. Establish operational procedures in consultation with City Representative.
6. Develop post orders as needed in conjunction with City policy.
7. Meet with City designated Project Manager on a regular basis.
8. Ensure compliance with contractual staffing, training, and equipment requirements.
9. Be knowledgeable and adhere to Contractor's standards regarding safety and ensure compliance of subordinates through regular inspections.

#### Security Supervisors

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

#### Security Officers (Uniformed)

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

1. Respond to requests from service patrons for assistance and service information.
2. Be familiar with train and bus schedules, ticket vending machine operations, Covina BikeHub operations, parking permit requirements and sales procedures, and Metrolink system rules and regulations.
3. Prepare accurate, legible, and grammatical reports detailing any unusual incidents/accidents or occurrences during each shift.

4. Assist City personnel, police and law enforcement personnel on City property as requested by providing perimeter access control, traffic direction or site liaison.

#### 4. EMPLOYEE ELIGIBILITY CRITERIA

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

##### Security Officer

- a. Must be a graduate of a state certified security officer/guard training program and possess current, valid Consumer Affairs guard cards
- b. Must possess current First Aid and CPR (Cardiopulmonary Resuscitation) certification cards. Certification as an Emergency Medical Technician – Level I (EMT-I) from an emergency medical service certification agency in Los Angeles County may substitute for the first aid requirement, but not the CPR card
- c. Must be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by an Alien Registration Receipt Card for 1-151, or other evidence from the Immigrations and Naturalization Service that the candidate is able to work legally in the United States
- d. May not be employed under this contract if he or she currently or in the past has been involved in:
  - i. Any felony or sex conviction;
  - ii. Military conduct resulting in dishonorable or undesirable discharge;
  - iii. Any pattern of irresponsible behavior or moral turpitude, including, but not limited to reckless driving, drunk driving, theft, illegal drug use, etc.
- e. Must be fully literate in the English language (i.e. be able to read, write, speak and understand clearly). All personnel shall be capable of properly writing reports and maintaining a daily activity log. Oral command of English must be sufficient to permit full and effective communication even in times of stress
- f. Must acquire, keep active and possess at all times while on duty all technical licenses and permits required by law for employment as a security officer
- g. Must meet the following requirements regarding professional behavior and ability:
  - i. Ability to meet and deal tactfully with police and fire department personnel, City employees and the general public; ability to understand, explain, interpret and apply rules, regulations, directives and procedures in a tactful manner;
  - ii. Possess poise, self-confidence and an ability to make sound decisions and react quickly under stressful situations;
  - iii. Ability to prepare clear and concise reports;
  - iv. Ability to learn and adapt to changing situations;
  - v. Ability to accept and respond to instruction and direction.

## Security Supervisor

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

### 5. REQUIRED DOCUMENTATION

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

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

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

### 6. PHYSICAL DEMANDS

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

### 7. TRAINING REQUIREMENTS

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

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

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

### 8. EQUIPMENT FOR CITY SERVICE

## Personnel

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

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

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

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

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

## Vehicle

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

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

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

## 9. PROHIBITED EQUIPMENT

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

#### 10. MAINTENANCE OF UNIFORMS AND EQUIPMENT

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

#### 11. RADIO AND COMMUNICATION EQUIPMENT

The Contractor shall provide and maintain the following communications equipment:

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

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

#### 12. SYSTEM QUALITY

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

#### 13. PERFORMANCE REQUIREMENTS AND VERIFICATION

##### Contractor Responsibility

Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance and integrity as required and set forth in the contract with the City. Contractor shall likewise be responsible for disciplining contract personnel as necessary to ensure such performance.

##### Monthly Progress Reports

A monthly progress report will be provided by the Contractor detailing incident reports, actions and information requested by the City at the end of each billing period. The report

will be categorized and reporting done by incident and by site/location. Additionally, the report shall include daily activity reports submitted by security officers detailing dates, times, and locations of patrol and shall be submitted with each four-week invoice in accordance with Section 3.4.2 of the Specifications.

#### Park Restroom/Park Gate Locking Reports

Park restroom/park gate locking reports shall be provided by the Contractor detailing the name of personnel performing the task, time, location, and actions taken for park restroom locking services and park gate locking services (as needed). Each location shall be documented and submitted with each four-week invoice in accordance with Section 3.4.2 of the Specifications.

#### Alcohol and Drug Policy

Contractor must present City with a comprehensive Alcohol and Drug Testing Policy. Proof of a negative drug screen within the last 30 days is required for all employees.

#### City Verifications and Inspections

It shall be the responsibility and prerogative of the City to inspect, investigate, conduct inquiries into, supervise and otherwise direct the activities of any and all personnel providing service under this contract. Such activities will be conducted on a regular, period basis, either announced or unannounced by the City Representative or his/her designee. The Contractor shall only participate in activities approved by the City Representative. If Contractor is given direction to participate in activities by any other person besides the City Representative, this request needs to be reported to the City Representative immediately.

#### 14. ADDITIONAL CONTRACTOR REQUIREMENTS/INFORMATION

The Contractor must also be able to meet the requirements listed below prior to commencing service:

1. Licensed to do business in the State of California.
2. Licensed to do business in the City of Covina.
3. In possession of a State of California and City of Covina Private Patrol Operating Permit from the Covina Police Department.
4. Provide security personnel who can speak and write in English and who are able to complete routine logs and accurate incident reports.
5. Provide the City with trained, qualified security officers and supervisors who are able to project a positive professional appearance and demeanor and assist the public under demanding conditions in a high volume commuter rail system setting while remaining professional, courteous and tactful.

6. Provide uniformed guards possessing all required certifications One Hundred and Four (104) hours per week, seven days per week, excluding holidays when Metrolink Trains do not run (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day) according to the following schedule:

<b>Security Guard Shift Plans</b>		
<b>Plan A</b>	<b>Plan B</b>	<b>Plan C</b>
5:00 AM – 1:00 PM -	5:00 AM – 1:00 PM -	- 9:00 AM – 5:00 PM
3:00 PM – 7:00 PM 9:00 PM – 5:00 AM	- 9:00 PM – 5:00 AM	- -
20 Hours	16 Hours	8 Hours

<b>Week</b>	<b>Sunday</b>	<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>	<b>Saturday</b>	<b>Total Hours</b>
<b>1</b>	-	A	B	A	A	A	C	104
<b>2</b>	-	A	A	A	B	A	C	104
<b>3</b>	-	A	B	A	A	A	C	104
<b>4</b>	-	A	A	A	B	A	C	104
<b>5</b>	-	A	B	A	A	A	C	104

7. Provide personnel with all necessary equipment, transportation, training and supervision.
8. Develop and follow an approved relief schedule for all posts.
9. Have a 24-hour staff capability.
10. Provide personnel with handheld two-way radios or other approved communication equipment as specified in this scope of services.
11. Provide personnel who have completed the requirements mandated by the California Department of Consumer Affairs for certification and must possess First Aid/CPR certifications.
12. Provide patrolling field supervisors to monitor the contract.
13. Provide ongoing training for personnel as needed and shall participate in all City mandated or sponsored training and drills, as required.
14. Provide personnel of the highest caliber who meet the standards demanded in this scope of services.
15. Be willing to provide remedial officer training or counseling as required or remove deficient personnel from City service, as requested by City Representative.
16. Participate in liaison/coordination meetings with City personnel and Covina Police Department personnel, as needed.
17. Comply at all times with the terms and conditions of the contract, including the specific insurance requirements.

15. CITY RESPONSIBILITIES

The City will have the following responsibilities:

1. Provide guidelines for security and protective services for associated properties and facilities.
2. The City Representative, in conjunction with appropriate City personnel, will advise and coordinate with security agency management assignment and deployment of all contract security personnel.
3. The City shall actively work with Contractor to jointly develop all necessary emergency operations and critical incident management protocols for use by Contractor personnel and shall support the Contractor in the development of all necessary protocols and procedures for effectively providing comprehensive security/protective services.
4. The City or its designee will conduct regular periodic review to ensure Contractor's adherence to contract specifications and continued ability to responsibly perform contract services.
5. The City will prepare a Contract Discrepancy Report to identify specific failures of the Contractor to meet contract requirements.
6. The City will provide the Contractor keys to the Guard Shack located at the Covina Metrolink Station and to City Facilities for locking services.

16. PARK RESTROOM LOCKING SERVICES

In addition to providing security services, the Contractor shall provide personnel to:

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

Order	Park	Location	Approximate Time Restroom Should Be Locked*
1	Cougar Park	150 W. Puente Street	9:30 PM
2	Heritage Plaza	400 N. Citrus Avenue	9:45 PM
3	Kahler Russell Park	735 N. Glendora Avenue	10:00 PM
4	Kelby Park	815 N. Barranca Avenue	10:15 PM
5	Covina Park	301 N. Fourth Avenue	10:30 PM
6	Hollenbeck Park	1250 N. Hollenbeck Avenue	10:45 PM

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

2. Report any issues found when locking park facilities.

17. PARK GATE LOCKING SERVICES

It is anticipated that the City will be installing a swing gate at Cougar Park in Fiscal Year 2016-17. In the event the swing gate is installed, the City reserves the right to include nightly locking services of the swing gate at any time during the contract at the rates provided in **Exhibit A**. The swing gate shall be locked immediately after the restroom is locked at Cougar Park.

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

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

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

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

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

Date \_\_\_\_\_ Signature \_\_\_\_\_

**THIS PAGE LEFT INTENTIONALLY BLANK**



# CITY OF COVINA

## AGENDA REPORT

ITEM NO. CC 10

---

**MEETING DATE:** September 20, 2016

**TITLE:** Second Amendment to the Facility Use Agreement for a Farmers' and Street Market in the City of Covina

**PRESENTED BY:** Amy Hall-McGrade, Parks & Recreation Director

**RECOMMENDATION:** Approve the Second Amendment to the Facility Use Agreement for a Farmers' and Street Market in the City of Covina and authorize the Interim City Manager or his designee to execute the Amendment on behalf of the City.

---

### **BACKGROUND:**

The Covina Farmers' Market and Family Night has been operated by Harry Brown-Hiegel since 2001, and has been located at Heritage Plaza since April 2012. The working relationship between Harry Brown-Hiegel and the City of Covina has continued to provide a positive community event every Friday evening in the downtown area.

### **DISCUSSION:**

The term of the Facility Use Agreement entered into on April 7, 2015 expired on April 2, 2016. A First Amendment to the Agreement was approved by City Council on March 22, 2016 extending the term of the Agreement to October 2, 2016.

The Farmers' Market has hired an attorney and they are in the application process to become a 501c3 non-profit organization. If the Market successfully receives their non-profit status, it will benefit them in the following ways:

1. The Market will gain access to State and Federal funding available for farmers' markets.
2. The Market will be able to accept WIC (supplemental nutrition program for women, infants, and children) and SNAP (supplemental nutrition assistance for low income persons).
3. Allows the Market to once again become a certified farmers' market, which will assist in attracting quality produce vendors.

To allow sufficient time for the Farmers Market to complete the 501c3 process, and then to allow staff sufficient time to work with the City Attorney on revising the agreement, staff recommends extending the term of the Agreement to April 1, 2017. In March 2017, staff will present a new agreement to City Council for consideration.

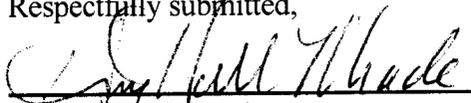
### **FISCAL IMPACT:**

The estimated annual revenue from Covina Farmers' Market and Family Night is \$11,000 in accounts 1010 RS26 43311 (\$5,000) and 1010 2550 43320 (\$6,000).

**CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):**

None.

Respectfully submitted,



Amy Hall-McGrade

Parks & Recreation Director

**ATTACHMENTS:**

Attachment A: Second Amendment to Facility Use Agreement For a Farmers' Market and Street Market in the City of Covina

**SECOND AMENDMENT TO FACILITY USE AGREEMENT BETWEEN THE CITY OF COVINA AND COVINA FARMERS' MARKET AND FAMILY NIGHT FOR A FARMERS' AND STREET MARKET IN THE CITY OF COVINA**

**THIS SECOND AMENDMENT** is made and entered into as of September 20, 2016 by and between the City of Covina, a California municipal corporation (hereinafter referred to as "City"), and Harry Brown-Hiegel, a sole individual dba Covina Farmers' Market and Family Night (hereinafter referred to as "CFM"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. This Second Amendment is made with the respect to the following facts and purposes:
  - A. On April 7, 2015, the City and CFM entered into a Facility Use Agreement ("Agreement") for CFM to utilize the facility commonly known as Heritage Plaza, located upon City property at 400 North Citrus Avenue, Covina, California for the purpose of operating a farmers' market and street market on Friday evenings.
  - B. On March 22, 2016, the City and CFM entered into the First Amendment to the Agreement to extend the term of the Agreement to from April 2, 2016 to October 2, 2016.
  - C. The parties now desire to extend the term of the Agreement to April 1, 2017, and to amend the Agreement as set forth in this Second Amendment.
2. Section 2 of the Agreement entitled "**TERM**" is hereby amended to read as follows:

"CFM hereby agrees to provide to CITY all expertise, personnel, and services necessary to organize, establish, promote and operate a farmers' market and street fair (the "Market") in the downtown area at CITY's premises beginning April 3, 2015 through April 1, 2017, unless sooner terminated as provided in Section 11 of this Agreement."
3. Except for the changes specifically set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect.

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

City:	Consultant:
City of Covina, a California municipal corporation	Harry Brown Hiegel, a sole individual dba Covina Farmers' Market and Family Night
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

ATTEST:

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

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Name: Candice K. Lee  
Title: City Attorney

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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



# CITY OF COVINA

## AGENDA REPORT

ITEM NO. CC 11

---

**MEETING DATE:** September 20, 2016

**TITLE:** Authorization for Renewal of Annual Maintenance Service Agreements that Support Technology Programs Currently Operating at the Police Department

**PRESENTED BY:** Kim J. Raney, Interim Chief of Police  
Anita Agramonte, Finance Director

**RECOMMENDATION:**

1. Adopt **Resolution No. 16-7520** appropriating \$31,750.05 for the renewal of the following annual maintenance service agreements totaling \$31,750.05 for Leverage Information Systems, NetMotion Wireless, 2FA, VeriPic and S&J Sales.
2. Authorize the Interim City Manager or his designee to execute these maintenance service contracts.

---

**BACKGROUND:**

The police department has over the years implemented a variety of technology programs in its effort to improve the delivery of public safety services for the community of Covina. Complex systems that help the City be more effective and efficient in policing require ongoing licensing, support and maintenance to keep system properly operating. The following annual maintenance service agreements require renewal to keep our technology operating, enabling our staff to keep providing outstanding safety services.

- Leverage Information Systems maintenance agreement supporting the Citywide Camera System operating at City Hall, Cougar Park, Downtown and Police Station (\$21,267.16)
- NetMotion Wireless software maintenance contract supporting mobile digital computer programs in police vehicles (\$1,843.75)
- 2FA maintenance, support and license agreement supporting mobile digital computer program access in police vehicles required by DOJ (\$1,027.00)
- VeriPic maintenance agreement supporting evidence capturing (\$4,628.14)
- S&J Sales UPS replacement batteries supporting overall tech operations (\$2,984.00)

**DISCUSSION:**

As with any technology over the course of time, systems, software and equipment experience wear and tear and require maintenance, repair and replacement. Maintenance contracts are an effective and efficient method of managing the potential repairs of complex systems. The maintenance service agreements are ongoing costs to existing programs and were discussed in ongoing budget meetings. Per the direction of the interim finance director, they were submitted as supplemental requests but did not receive authorization at the time of budget adoption.

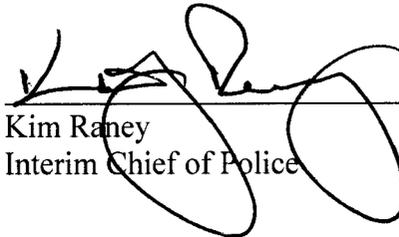
**FISCAL IMPACT:**

An appropriation from fund balance in the General Fund in the amount of \$31,750.05 in the Police Computer Maintenance Account number 1010-1450-52480 is necessary to fund these annual maintenance service agreements.

**CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):**

None

Respectfully submitted,



---

Kim Raney  
Interim Chief of Police



---

Anita Agramonte  
Finance Director

**ATTACHMENTS:**

Exhibit A: Resolution No. 16-7520

**RESOLUTION NO. 16-7520**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, AMENDING THE FISCAL YEAR 2016-17 POLICE DEPARTMENT BUDGET TO REFLECT AN APPROPRIATION TO PURCHASE ANNUAL SOFTWARE/HARDWARE MAINTENANCE SERVICES.**

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

WHEREAS, the budget for the City of Covina for fiscal year commencing July 1, 2016 and ending June 30, 2017 was approved on July 19, 2016; 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 Covina Police Department wishes to purchase annual maintenance services with Leverage Information Systems, NetMotion Wireless, 2FA, Veripic and S&J Sales.

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

SECTION 1. Amend the fiscal year 2016-2017 Police Department Budget as follows:

Account Number	Account Title	Original Budget	Increase	Amended Budget
1010-1450-52480	Police Computer Maint.	\$3,100.00	\$31,750.05	\$34,850.05

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

PASSED, APPROVED AND ADOPTED this 20<sup>th</sup> DAY OF September, 2016

\_\_\_\_\_  
Kevin Stapleton, Mayor

ATTEST:

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

APPROVED AS TO FORM;

---

Candice K. Lee, City Attorney



# CITY OF COVINA

## AGENDA REPORT

ITEM NO. PH 1

- 
- MEETING DATE:** September 20, 2016
- TITLE:** Ordinance No. 16-2061 for Zoning Code Amendment (ZCA) 16-003, amending Chapters 17.62 (Conditional Use Permit); 17.78 (Variance); and 17.80 (Zoning Amendments and Zone Changes) of Title 17 of the Covina Municipal Code concerning public hearing date and noticing requirements.
- PRESENTED BY:** Brian K. Lee, AICP, Director of Community Development  
Nancy Fong, AICP, Community Development Consultant
- RECOMMENDATION:** Waive full reading, read by title only, and introduce for first reading **Ordinance No. 16-2061** entitled, “AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, AMENDING CHAPTERS 17.62 (CONDITIONAL USE PERMITS), 17.78 (VARIANCES) AND 17.80 (ZONING AMENDMENTS AND ZONE CHANGES) OF TITLE 17 (ZONING) OF THE COVINA MUNICIPAL CODE CONCERNING PUBLIC HEARING DATE AND NOTICING REQUIREMENTS, AND MAKING A DETERMINATION OF EXEMPTION UNDER CEQA.”
- 

### BACKGROUND

On July 26, 2016, the Planning Commission received a report from staff regarding Zoning Code sections that set public hearing dates and establish noticing requirements, which staff believes to be outdated and confusing. An example cited was that the public hearing on a Tentative Tract Map application has a 10-day legal noticing requirement under Title 16, Subdivisions, of the Covina Municipal Code (“CMC”), while the public hearing on a Conditional Use Permit, Variance, Zoning Code Amendment or Zone Change application has a 15-day legal noticing under Title 17, Zoning, of the CMC. The Planning Commission agreed with staff’s assessment that a Zoning Code amendment was needed for consistency, with the requirements of Title 16 of the CMC and state law public hearing notice requirements. The Planning Commission, by a 5-0 vote, initiated Zoning Code Amendment 16-003 to change certain date and notice requirements for public hearings in the City’s Zoning Code.

On August 9, 2016, the Planning Commission conducted a public hearing to consider the proposed Zoning Code Amendment in changing the date and notice requirements for public hearings. There was no comment from the public. After the close of the public hearing, the Planning Commission deliberated on the proposed code amendment and determined that this was part of an ongoing effort to modernize the City’s codes to make it user-friendly and streamline the processing time for planning applications. The Planning Commission unanimously voted to

recommend approval of the proposed code amendment to the City Council.

## **DISCUSSION**

A. Under State Planning and Zoning Law Sections §§ 65905, 65854, 65090 and 65091, the minimum legal notice requirements are summarized below:

### 1. Conditional Use Permits and Variances

- Notice of hearing must be mailed or delivered 10 days prior to the hearing date to the owner of the subject real property, the owner's duly authorized agent, if any, and to the project applicant. (Cal. Gov. Code, § 65091(a)(1).)
- Notice of the hearing must be mailed or delivered at least 10 days prior to the hearing date to each local agency expected to provide water, sewage, streets, roads, schools, or other essential facilities or services to the project, whose ability to provide those facilities and services may be significantly affected. (Cal. Gov. Code, § 65091(a)(3).)
- Notice of hearing must be mailed or delivered at least 10 days prior to the hearing date to all property owners within 300 feet of the real property that is the subject of the hearing. (Cal. Gov. Code, § 65091(a)(4).)
- If the number of owners to whom notice would be mailed or delivered is greater than 1,000, a local agency, in lieu of mailed or delivered notice, may provide notice by placing a display advertisement of at least one-eighth page in at least one newspaper of general circulation within the local agency in which the proceeding is conducted at least 10 days prior to the hearing. (Cal. Gov. Code, § 65091(a)(4).)
- If notice is provided to a local agency expected to provide water, sewage, streets, roads, schools, or other essential facilities or services to the project, then the notice must also be:
  - Published once in at least one newspaper of general circulation within the local agency which is conducting the proceeding at least 10 days prior to the hearing; or
  - Posted at least 10 days prior to the hearing in at least three public places within the boundaries of the local agency, including one public place in the area directly affected by the proceeding. (Cal. Gov. Code, § 65091(a)(5).)
- Notice of hearing may be given in any other manner a local agency deems necessary or desirable. (Cal. Gov. Code, § 65091(c).)

### 2. Zoning Amendments and Zone Changes

- Notice of hearing must be published once in at least one newspaper of general circulation within the jurisdiction of the local agency which is conducting the proceeding at least 10 days prior to the hearing. (Cal. Gov. Code, § 65090(a).)
- If the proposed zoning amendment or zone change affects the permitted uses of real property, notice must also be given in accordance with the requirements above for hearings on Conditional Use Permits and Variances. (Cal. Gov. Code, §§ 65854, 65091.)
- Notice of hearing may be given in any other manner a local agency deems necessary or desirable. (Cal. Gov. Code, § 65090(c).)

B. Existing Covina Zoning Codes on setting public hearing for Conditional Use Permit, Variance, Zoning Code Amendments and Zone Changes and the proposed changes are summarized below:

## **1. Conditional Use Permit**

### **17.62.100 Commission public hearing – Date and notice.**

A. The hearing date shall be set by the planning director for not less than 15 nor more than 60 days after the filing of a petition with the planning department.  
(Existing)

*A. After an application for a conditional use permit is deemed complete, the planning director shall set the matter for a public hearing to be held by the planning commission. (Proposed)*

### **17.62.110 Commission public hearing – Decision.**

A. The commission shall, not less than 15 nor more than 60 days after the publication of the legal notice of a public hearing on a conditional use permit application, hold the public hearing.

*A. The planning commission shall hold a public hearing on the date and at the time and place specified in the notice.*

### **17.62.150 Council public hearing – Decision**

A. The council shall, not less than 15 day or more than 60 days after the publication of a legal notice of a public hearing on a conditional use permit application, hold the public hearing. The appellant shall present at the hearing information and data in support of his appeal.

*A. The city council shall hold a public hearing on the date and at the time and place specified in the notice. The appellant shall present at the hearing information and data in support of the appeal.*

## **2. Variance**

### **17.78.080 Commission public hearing – Date and notice.**

A. The hearing date shall be set by the planning director for not less than 15 nor more than 60 days after the filing of a petition with the planning department.

*A. After an application for a variance is deemed complete, the planning director shall set the matter for a public hearing to be held by the planning commission.*

### **17.78.090 Commission public hearing – Decision.**

A. The commission shall, not less than 15 nor more than 60 days after the publication of the legal notice of a public hearing on a variance application, hold the public hearing.

*A. The planning commission shall hold a public hearing on the date and at the time and place specified in the notice.*

B. The commission shall announce its decision at a regular meeting or scheduled special meeting within 40 days after the conclusion of the hearing. The decision shall approve, approve with stated conditions or disapprove the application, and shall set forth findings in support of the

decision. For approval, the conditions listed in CMC 17.78.020 shall be found.

- B. The planning commission shall announce its decision at a regular meeting or scheduled special meeting within 30 days after the conclusion of the hearing. The decision shall approve, conditionally approve or disapprove the application, and shall set forth findings in support of the decision. For approval, the conditions listed in CMC 17.78.020 shall be found.*

**17.78.130 Council public hearing – Decision**

- A. The council shall, not less than 15 day or more than 60 days after the publication of a legal notice of a public hearing on a variance application, hold the public hearing. The appellant shall present at the hearing information and data in support of his appeal.

- A. The city council shall hold a public hearing on the date and at the time and place specified in the notice. The appellant shall present at the hearing information and data in support of the appeal.*

**3. Zoning Amendments and Zone Changes**

**Section 17.80.040 Amendment – Notice of commission public hearing.**

- A. The hearing date shall be set by the planning director for not less than 15 nor more than 60 days after the initiating motion by the commission or council.

- A. After the planning commission or the council initiates proceedings by motion, the planning director shall give notice of a public hearing in accordance with this section.*

**Section 17.80.050 Amendment - Commission public hearing – Recommendation and notice.**

- A. The commission shall, not less than 15 nor more than 60 days after the publication of the legal notice of a public hearing on an ordinance amendment, hold the public hearing.

- A. The planning commission shall hold a public hearing on the date and at the time and place specified in the notice.*

**Section 17.80.070 Amendment – Council public hearing – Referral and decision.**

- A. The council shall, not less than 15 nor more than 60 days after the publication of a legal notice of a public hearing on an ordinance amendment, hold the public hearing.

- A. The city council shall hold a public hearing on the date and at the time and place specified in the notice.*

**Section 17.80.120 Zone Change – Notice of commission public hearing.**

- A. The hearing date shall be set by the planning director for not less than 15 nor more than 60 days after the filing of a petition, or the initiating motion by the council or commission.
- A. *After the zone change application is deemed complete, or after the planning commission or the city council initiates proceedings by motion, the planning director shall give notice of a hearing in accordance with this section.*
- B.3. In the event that the number of owners to whom notice would be sent pursuant to subsection (B)(2) of this section is greater than 1,000 in area of annexation rezoning, the city may, as an alternative of the notice required by subsection (B) (2) of this section, provide notice pursuant to this subdivision. Such notice shall be given at least 10 days prior to the hearing by either of the following procedures:
  - a. By placing a display advertisement at least one-fourth page in the newspaper having the greatest circulation within the area affected by the purposed ordinance or amendment and in at least one additional newspaper having the general circulation within such area, if such additional newspaper is available; or

*B.3. In the event that the number of owners to whom notice would be sent pursuant to subsection (B)(2) of this section is greater than 1,000, the city, in lieu of mailed or delivered notice required under subsection (B)(2) of this section, may provide notice by the following procedures:*

- a. *By placing a display advertisement at least one-eighth page in the newspaper having the greatest circulation within the area affected by the proposed ordinance or amendment, at least 10 days prior to the hearing; and*

**Section 17.80.130 Zone Change – Commission public hearing - Recommendation and notice.**

- A. The commission shall, not less than 15 nor more than 60 days after the publication of the legal notice of a public hearing on a zone change, hold the hearing.
- A. *The planning commission shall hold a public hearing on the date and at the time and place specified in the notice.*

**Section 17.80.150 Zone change – Council public hearing – Decision and notice.**

- A. The council shall, not less than 15 nor more than 60 days after the publication of a legal notice of a public hearing on a zone change, hold the public hearing.
- A. *The city council shall hold a public hearing on the date and at the time and place specified in the notice.*

The Planning Commission determined that the above-proposed changes (in italics) are consistent with the pertinent sections of the State Planning and Zoning Laws. The Planning Commission agreed with staff that the proposed changes will reduce the processing time for various land use applications, which would improve the City's customer service.

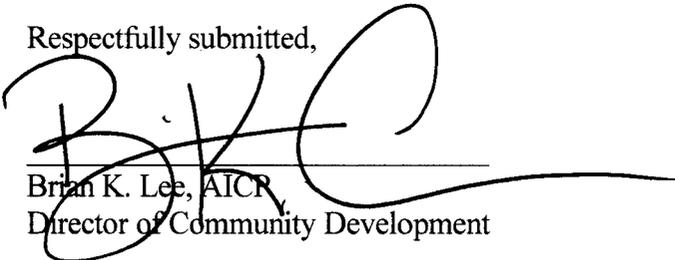
#### **FISCAL IMPACT**

The proposed Zoning Code Amendment will not have a fiscal impact.

#### **ENVIRONMENTAL DETERMINATION**

The Planning Commission, based on its own independent judgement, recommended that the proposed Zoning Code Amendment is exempt from the requirements of the California Environmental Quality Act ("CEQA") (Cal. Pub. Resources Code, § 21000 et seq.) and the CEQA Guidelines. (Cal. Code Regs., tit. 14, § 15000 et seq.) pursuant to CEQA Guidelines Section 15061(b)(3) because it can be seen with certainty that there is no possibility that the proposed ordinance to amend public hearing date and notice requirements for applications for Conditional Use Permits, Variances, Planned Community Developments, Zoning Amendments and Zone Changes will have a significant effect on the environment. The proposed Zoning Code Amendment is an administrative process of the City that will not result in a direct or indirect physical change in the environment, or a reasonably foreseeable indirect physical change in the environment because further environmental review, if required under CEQA, will be performed as applications for Conditional Use Permits, Variances, Planned Community Developments, Zoning Amendments and Zone Changes are submitted to the City.

Respectfully submitted,



Brian K. Lee, AICP  
Director of Community Development

#### **ATTACHMENTS:**

- A. Ordinance No. 16-2061
- B. Planning Commission Resolution No. 2016-023PC
- C. August 9, 2016 Planning Commission Staff Report

ATTACHMENT A

**ORDINANCE NUMBER 16-2061**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, AMENDING CHAPTERS 17.62 (CONDITIONAL USE PERMITS), 17.78 (VARIANCES) AND 17.80 (ZONING AMENDMENTS AND ZONE CHANGES) OF TITLE 17 (ZONING) OF THE COVINA MUNICIPAL CODE CONCERNING PUBLIC HEARING DATE AND NOTICING REQUIREMENTS, AND MAKING A DETERMINATION OF EXEMPTION UNDER CEQA**

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

**SECTION 1.** Pursuant to Covina Municipal Code (CMC) Section 17.80.020.A., the Planning Commission of the City of Covina, on July 28, 2016, initiated, by motion, Zoning Code Amendment (ZCA) 16-003, set forth in Sections 6 through 20 of this Ordinance, to amend public hearing date and noticing requirements for applications for Conditional Use Permits, Variances, Planned Community Developments, Zoning Amendments and Zone Changes.

**SECTION 2.** On August 9, 2016, the Planning Commission conducted a public hearing to consider the proposed ZCA 16-003. Notices of the time, place and purpose of this public hearing were duly provided with respect ZCA 16-003 in accordance with California Government Code Sections 65854 and 65090 and CMC Section 17.80.040. Following public testimony, the Planning Commission closed the public hearing on that same date and adopted Resolution No. 2016-023 PC, recommending that the City Council adopt the proposed ZCA 16-003 to amend public hearing date and noticing requirements for applications for Conditional Use Permits, Variances, Planned Community Developments, Zoning Amendments and Zone Changes.

**SECTION 3.** On September 20, 2016, the City Council of the City of Covina conducted a public hearing to consider the proposed ZCA 16-003. Notices of the time, place and purpose of this public hearing were duly provided with respect ZCA 16-003 in accordance with California Government Code Sections 65854 and 65090 and CMC Section 17.80.060. Following public testimony, the City Council closed the public hearing on that same date.

**SECTION 4.** Community Development Department staff has determined that the proposed Zoning Code Amendment is exempt from the requirements of the California Environmental Quality Act ("CEQA") (Cal. Pub. Resources Code, § 21000 *et seq.*) and the CEQA Guidelines (Cal. Code Reg., tit. 14, § 1500 *et seq.*) pursuant to CEQA Guidelines Section 15061(b)(3) because it can be seen with certainty that there is no possibility that the proposed ordinance to amend public hearing date and notice requirements for applications for Conditional Use Permits, Variances, Planned Community Developments, Zoning Amendments and Zone Changes will have a significant effect on the environment. The proposed Zoning Code Amendment is an administrative process of the City that will not result in a direct or indirect physical change in the environment, or a reasonably foreseeable indirect physical change in the environment because further environmental review, if required under CEQA, will be performed as applications for Conditional Use Permits, Variances, Planned Community Developments,

Zoning Amendments and Zone Changes are submitted to the City. The City Council has reviewed the Community Development Department staff's determination of exemption, and based on its own independent judgment, concurs in staff's determination that the proposed Zoning Code Amendment is exempt from CEQA.

**SECTION 5.** Based on the evidence in the record, the City Council of the City of Covina finds that the proposed Zoning Code Amendment is necessary to maintain consistency with public hearing date and noticing requirements required under State Planning and Zoning Law Sections 65905, 65854, 65090 and 65091. Further, the City Council of the City of Covina finds that the proposed Zoning Code Amendment is consistent with Program/Implementation Measure No. B.11.a of the Land Use Element of the City of Covina General Plan because the proposed Zoning Code Amendment will remove governmental development constraints by "streamlin[ing] any identified over-lengthy procedures to create a more efficient, reasonable, and 'business friendly' atmosphere."

**SECTION 6.** Subsection A. of Section 17.62.100 (Commission public hearing – Date and notice) of Chapter 17.62 (Conditional Use Permits) of Title 17 (Zoning) of the Covina Municipal Code is hereby amended to read as follows:

"A. After an application for a conditional use permit is deemed complete, the planning director shall set the matter for a public hearing to be held by the planning commission."

**SECTION 7.** Subsection A. of Section 17.62.110 (Commission public hearing – Decision) of Chapter 17.62 (Conditional Use Permits) of Title 17 (Zoning) of the Covina Municipal Code is hereby amended to read as follows:

"A. The planning commission shall hold a public hearing on the date and at the time and place specified in the notice."

**SECTION 8.** Subsection A. of Section 17.62.150 (Council public hearing – Decision) of Chapter 17.62 (Conditional Use Permits) of Title 17 (Zoning) of the Covina Municipal Code is hereby amended to read as follows:

"A. The city council shall hold a public hearing on the date and at the time and place specified in the notice. The appellant shall present at the hearing information and data in support of the appeal."

**SECTION 9.** Subsection A. of Section 17.78.080 (Commission public hearing – Date and notice) of Chapter 17.78 (Variances) of Title 17 (Zoning) of the Covina Municipal Code is hereby amended to read as follows:

"A. After an application for a variance is deemed complete, the planning director shall set the matter for a public hearing to be held by the planning commission."

**SECTION 10.** Subsection A. of Section 17.78.090 (Commission public hearing – Decision) of Chapter 17.78 (Variances) of Title 17 (Zoning) of the Covina Municipal Code is hereby amended to read as follows:

“A. The planning commission shall hold a public hearing on the date and at the time and place specified in the notice.”

**SECTION 11.** Subsection B. of Section 17.78.090 (Commission public hearing – Decision) of Chapter 17.78 (Variances) of Title 17 (Zoning) of the Covina Municipal Code is hereby amended to read as follows:

“B. The planning commission shall announce its decision at a regular meeting or scheduled special meeting within 30 days after the conclusion of the hearing. The decision shall approve, conditionally approve or disapprove the application, and shall set forth findings in support of the decision. For approval, the conditions listed in CMC 17.78.020 shall be found.”

**SECTION 12.** Subsection A. of Section 17.78.130 (Council public hearing – Decision) of Chapter 17.78 (Variances) of Title 17 (Zoning) of the Covina Municipal Code is hereby amended to read as follows:

“A. The city council shall hold a public hearing on the date and at the time and place specified in the notice. The appellant shall present at the hearing information and data in support of the appeal.”

**SECTION 13.** Subsection A. of Section 17.80.040 (Amendment – Notice of commission public hearing) of Chapter 17.80 (Zoning Amendments and Zone Changes) of Title 17 (Zoning) of the Covina Municipal Code is hereby amended to read as follows:

“A. After the planning commission or the city council initiates proceedings by motion, the planning director shall give notice of a public hearing in accordance with this section.”

**SECTION 14.** Subsection A. of Section 17.80.050 (Amendment – Commission public hearing – Recommendation and notice) of Chapter 17.80 (Zoning Amendments and Zone Changes) of Title 17 (Zoning) of the Covina Municipal Code is hereby amended to read as follows:

“A. The planning commission shall hold a public hearing on the date and at the time and place specified in the notice.”

**SECTION 15.** Subsection A. of Section 17.80.070 (Amendment – Council public hearing – Referral and decision) of Chapter 17.80 (Zoning Amendments and Zone Changes) of Title 17 (Zoning) of the Covina Municipal Code is hereby amended to read as follows:

“A. The city council shall hold a public hearing on the date and at the time and place specified in the notice.”

**SECTION 16.** Subsection A. of Section 17.80.120 (Zone change – Notice of commission public hearing) of Chapter 17.80 (Zoning Amendments and Zone Changes) of Title 17 (Zoning) of the Covina Municipal Code is hereby amended to read as follows:

“A. After the zone change application is deemed complete, or after the planning commission or the city council initiates proceedings by motion, the planning director shall give notice of a hearing in accordance with this section.”

**SECTION 17.** Subsection B.3. of Section 17.80.120 (Zone change – Notice of commission public hearing) of Chapter 17.80 (Zoning Amendments and Zone Changes) of Title 17 (Zoning) of the Covina Municipal Code is hereby amended to read as follows:

“3. In the event that the number of owners to whom notice would be sent pursuant to subsection (B)(2) of this section is greater than 1,000, the city, in lieu of mailed or delivered notice required under subsection (B)(2) of this section, may provide notice by placing a display advertisement at least one-eighth page in the newspaper having the greatest circulation within the area affected by the proposed ordinance or amendment, at least 10 days prior to the hearing.”

**SECTION 18.** Subsections B.3.a. and B.3.b. of Section 17.80.120 (Zone change – Notice of commission public hearing) of Chapter 17.80 (Zoning Amendments and Zone Changes) of Title 17 (Zoning) of the Covina Municipal Code are hereby deleted in their entirety.

**SECTION 19.** Subsection A. of Section 17.80.130 (Zone change – Commission public hearing – Recommendation and notice) of Chapter 17.80 (Zoning Amendments and Zone Changes) of Title 17 (Zoning) of the Covina Municipal Code is hereby amended to read as follows:

“A. The planning commission shall hold a public hearing on the date and at the time and place specified in the notice.”

**SECTION 20.** Subsection A. of Section 17.80.150 (Zone change – Council public hearing – Decision and notice) of Chapter 17.80 (Zoning Amendments and Zone Changes) of Title 17 (Zoning) of the Covina Municipal Code is hereby amended to read as follows:

“A. The city council shall hold a public hearing on the date and at the time and place specified in the notice.”

**SECTION 21.** Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unenforceable by a court of competent jurisdiction, the remaining portions of this Ordinance shall nonetheless remain in full force and effect. The City Council hereby declares that it would have adopted each section, subsection, sentence, clause, phrase, or portion of this Ordinance, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions of this Ordinance be declared invalid or unenforceable.

**SECTION 22.** Savings Clause. Neither the adoption of this Ordinance nor the repeal or amendment by this Ordinance of any ordinance or part or portion of any ordinance previously in effect in the City or within the territory comprising the City, shall in any manner affect the prosecution for the violation of any ordinance, which violation was committed prior to the effective date of this Ordinance, nor be construed as a waiver of any license, fee or penalty or the penal provisions applicable to any violation of such ordinances.

**SECTION 23.** Effective Date. This Ordinance shall go into effect and be in full force and effect at 12:01 a.m. on the 31<sup>st</sup> day after its adoption.

**SECTION 24.** Certification. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause this Ordinance to be published within 15 days after its passage, in accordance with Section 36933 of the Government Code.

**PASSED, APPROVED and ADOPTED** this 20<sup>th</sup> day of September, 2016.

City Council of Covina, California

BY: \_\_\_\_\_

JOHN C. KING, Mayor

ATTEST:

\_\_\_\_\_  
SHARON F. CLARK, Chief Deputy City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
CANDICE K. LEE, City Attorney

**CERTIFICATION**

I, Sharon F. Clark, Chief Deputy City Clerk of the City of Covina, do hereby certify that Ordinance No. 16-2061 was introduced for first reading at a REGULAR meeting on the 20<sup>th</sup> day of September, 2016. Thereafter, said Ordinance was duly approved and adopted at a REGULAR meeting of said City Council on the 20<sup>th</sup> day of September, 2016, by the following vote:

AYES:           COUNCIL MEMBERS:  
NOES:           COUNCIL MEMBERS:  
ABSENT:        COUNCIL MEMBERS:  
ABSTAIN:       COUNCIL MEMBERS:

Dated:

\_\_\_\_\_  
SHARON F. CLARK, Chief Deputy City Clerk

**ATTACHMENT B  
RESOLUTION NO. 2016-023 PC**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF COVINA RECOMMENDING THAT THE CITY COUNCIL OF THE CITY OF COVINA ADOPT ORDINANCE NO. 16-\_\_\_\_, AMENDING CHAPTERS 17.62 (CONDITIONAL USE PERMITS), 17.78 (VARIANCES) AND 17.80 (ZONING AMENDMENTS AND ZONE CHANGES) OF TITLE 17 (ZONING) CONCERNING PUBLIC HEARING DATE AND NOTICING REQUIREMENTS**

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

**WHEREAS**, Covina Municipal Code (CMC) Section 17.80.010 provides that any amendment to the text of Title 17 of the CMC, which imposes any regulation not theretofore imposed or removes or modifies any such regulation theretofore imposed, shall be made according to the procedure set forth in CMC Sections 17.80.020 through 17.80.070;

**WHEREAS**, CMC Section 17.80.020.A. provides that the Planning Commission may initiate proceedings by motion and then hold public hearings and make a recommendation as provided in CMC Sections 17.80.020 through 17.80.070;

**WHEREAS**, on July 28, 2016, the Planning Commission of the City of Covina initiated, by motion, Zoning Code Amendment (ZCA) 16-003 to amend public hearing date and noticing requirements for applications for Conditional Use Permits, Variances, Planned Community Developments, Zoning Amendments and Zone Changes;

**WHEREAS**, CMC Section 17.80.030 provides that the Planning Department shall study the proposed ordinance amendment and shall provide information necessary to assure action consistent with the intent of Title 17 of the CMC and the City's General Plan;

**WHEREAS**, City staff has prepared proposed Ordinance No. 16-\_\_\_\_ (ZCA 16-003), attached hereto as Attachment "A," which proposes to amend the public hearing date and noticing requirements for applications for Conditional Use Permits (CMC Sections 17.62.100, 17.62.110 and 17.62.150), Variances (CMC Sections 17.78.080, 17.78.090 and 17.78.130), and Zoning Amendments and Zone Changes (Sections 17.80.040, 17.80.050, 17.80.070, 17.80.120, 17.80.130 and 17.80.150);

**WHEREAS**, CMC Section 17.80.050.A. provides that Planning Commission shall, not less than 15 nor more than 60 days after the publication of the legal notice of a public hearing on an ordinance amendment, hold the public hearing;

**WHEREAS**, CMC Section 17.80.050.B. provides that any recommendation by the Planning Commission for ordinance amendment requires the affirmative vote of not less than two-thirds of the total voting members after at least one public hearing;

**WHEREAS**, CMC Section 17.80.050.C. provides that within thirty (30) days after the conclusion of the public hearing, the Planning Commission shall file its recommendation with the City Council, together with a report of findings, hearings and other supporting data; and

**WHEREAS**, on August 9, 2016, the Planning Commission conducted a public hearing to consider the proposed ZCA 16-003. Notices of the time, place and purpose of this public hearing were duly provided with respect ZCA 16-003 in accordance with California Government Code Sections 65854 and 65090 and CMC Section 17.80.040. Following public testimony, the Planning Commission closed the public hearing on that same date.

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

**SECTION 1.** Community Development Department staff has determined that the proposed Zoning Code Amendment is exempt from the requirements of the California Environmental Quality Act ("CEQA") (Cal. Pub. Resources Code, § 21000 *et seq.*) and the CEQA Guidelines (Cal. Code Reg., tit. 14, § 1500 *et seq.*) pursuant to CEQA Guidelines Section 15061(b)(3) because it can be seen with certainty that there is no possibility that the proposed ordinance to amend public hearing date and notice requirements for applications for Conditional Use Permits, Variances, Planned Community Developments, Zoning Amendments and Zone Changes will have a significant effect on the environment. The proposed Zoning Code Amendment is an administrative process of the City that will not result in a direct or indirect physical change in the environment, or a reasonably foreseeable indirect physical change in the environment because further environmental review, if required under CEQA, will be performed as applications for Conditional Use Permits, Variances, Planned Community Developments, Zoning Amendments and Zone Changes are submitted to the City. The Planning Commission has reviewed the Community Development Department staff's determination of exemption, and recommends that the City Council, based on its own independent judgment, concur in staff's determination that the proposed Zoning Code Amendment is exempt from CEQA.

**SECTION 2.** Based on the evidence in the record, the Planning Commission recommends that the City Council of the City of Covina find that the proposed Zoning Code Amendment is necessary to maintain consistency with public hearing date and noticing requirements required under State Planning and Zoning Law Sections 65905, 65854, 65090 and 65091.

**SECTION 3.** Based on the evidence in the record, the Planning Commission also recommends that the City Council of the City of Covina find that the proposed Zoning Code Amendment is consistent with Program/Implementation Measure No. B.11.a of the Land Use Element of the City of Covina General Plan because the proposed Zoning Code Amendment will remove governmental development constraints by "streamlin[ing] any identified over-lengthy procedures to create a more efficient, reasonable, and 'business friendly' atmosphere."

**SECTION 4.** Based on the entire record before the Planning Commission, all written and oral evidence presented to the Planning Commission, and the findings made in Sections 1 through 3 of this Resolution, the Planning Commission of the City of Covina hereby recommends that the City Council of the City of Covina introduce for first reading and adopt proposed Ordinance No. 16-\_\_\_\_, attached hereto as Attachment "A" and entitled:

“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, AMENDING CHAPTERS 17.62 (CONDITIONAL USE PERMITS), 17.78 (VARIANCES) AND 17.80 (ZONING AMENDMENTS AND ZONE CHANGES) OF TITLE 17 (ZONING) OF THE COVINA MUNICIPAL CODE CONCERNING PUBLIC HEARING DATE AND NOTICING REQUIREMENTS, AND MAKING A DETERMINATION OF EXEMPTION UNDER CEQA”

**SECTION 5.** The Secretary shall certify to the adoption of this Resolution and shall file a copy of this Resolution with the City Council, together with any report of findings, hearings or other supporting data, within thirty (30) days after the date of this Resolution.

**APPROVED AND ADOPTED** by the members of the Planning Commission of Covina this 9<sup>th</sup> day of August, 2016.



CHAIRMAN CHARLES HODAPP  
CITY OF COVINA PLANNING COMMISSION

I hereby certify that the foregoing is a true copy of a Resolution adopted by the Planning Commission of the City of Covina at a regular meeting thereof held on the 9<sup>th</sup> day of August, 2016, by the following vote of the Planning Commission:

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



COVINA PLANNING COMMISSION SECRETARY



ATTACHMENT C  
**CITY OF COVINA**

---

**PLANNING COMMISSION AGENDA REPORT  
ITEM NUMBER PH 1  
August 9, 2016**

**TO:** Chairman and Members of the Planning Commission

**FROM:** Brian K. Lee, AICP, Director of Community Development

**SUBJECT:** Zoning Code Amendment (ZCA) 16-003, A request to change the public hearing date and notice requirements for the following Chapters of the Covina Municipal Code: Chapter 17.62 (Conditional Use Permit); Chapter 17.78 (Variance); and Chapter 17.80 (Zoning Amendments and Zone Changes)

**BACKGROUND**

At the regular meeting of July 28, 2016, the Planning Commission received a report from staff regarding Zoning Code sections, which set public hearing dates and establish noticing requirements, that staff believes to be outdated and confusing. As an example, staff cited that a public hearing on a Tentative Tract Map application has a 10-day legal noticing requirement under Title 16, Subdivisions, of the Covina Municipal Code ("CMC"), while a public hearing on a Conditional Use Permit, Variance, Zoning Code Amendment or Zone Change application has a 15-day legal noticing under Title 17, Zoning, of the CMC. The Planning Commission agreed with staff's assessment that a Zoning Code amendment is needed for consistency with the requirements of Title 16 of the CMC as well as state law public hearing notice requirements and, by a 5-0 vote, initiated Zoning Code Amendment 16-003 to change certain date and notice requirements for public hearings in the City's Zoning Code.

**ANALYSIS**

In analyzing the ZCA 16-003, staff researched the minimum public hearing notice requirements required under State Planning and Zoning Law Sections §§ 65905, 65854, 65090 and 65091 as shown in Exhibit 2. The minimum legal notice requirements under state law are summarized below:

**Conditional Use Permits and Variances**

- Notice of hearing must be mailed or delivered 10 days prior to the hearing date to the owner of the subject real property, the owner's duly authorized agent, if any, and to the project applicant. (Cal. Gov. Code, § 65091(a)(1).)

- When the Subdivision Map Act (Cal. Gov. Code, § 66410 *et seq.*) requires notice of a public hearing to be given pursuant Government Code Section 65091, notice must also be given to any owner of a mineral right pertaining to the subject real property who has recorded a notice of intent to preserve the mineral right pursuant to Civil Code Section 883.230. (Cal. Gov. Code, § 65091(a)(2).)
- Notice of the hearing must be mailed or delivered at least 10 days prior to the hearing date to each local agency expected to provide water, sewage, streets, roads, schools, or other essential facilities or services to the project, whose ability to provide those facilities and services may be significantly affected. (Cal. Gov. Code, § 65091(a)(3).)
- Notice of hearing must be mailed or delivered at least 10 days prior to the hearing date to all property owners within 300 feet of the real property that is the subject of the hearing. (Cal. Gov. Code, § 65091(a)(4).)
- If the number of owners to whom notice would be mailed or delivered is greater than 1,000, a local agency, in lieu of mailed or delivered notice, may provide notice by placing a display advertisement of at least one-eighth page in at least one newspaper of general circulation within the local agency in which the proceeding is conducted at least 10 days prior to the hearing. (Cal. Gov. Code, § 65091(a)(4).)
- If notice is provided to a local agency expected to provide water, sewage, streets, roads, schools, or other essential facilities or services to the project, then the notice must also be:
  - Published once in at least one newspaper of general circulation within the local agency which is conducting the proceeding at least 10 days prior to the hearing; or
  - Posted at least 10 days prior to the hearing in at least three public places within the boundaries of the local agency, including one public place in the area directly affected by the proceeding. (Cal. Gov. Code, § 65091(a)(5).)
- Notice of hearing may be given in any other manner a local agency deems necessary or desirable. (Cal. Gov. Code, § 65091(c).)

#### Zoning Amendments and Zone Changes

- Notice of hearing must be published once in at least one newspaper of general circulation within the jurisdiction of the local agency which is conducting the proceeding at least 10 days prior to the hearing. (Cal. Gov. Code, § 65090(a).)
- If the proposed zoning amendment or zone change affects the permitted uses of real property, notice must also be given in accordance with the requirements above for hearings on Conditional Use Permits and Variances. (Cal. Gov. Code, §§ 65854, 65091.)
- Notice of hearing may be given in any other manner a local agency deems necessary or desirable. (Cal. Gov. Code, § 65090(c).)

Staff compared the State Planning and Zoning Law provisions to the City's existing date and noticing requirements. Staff recommends that the City's requirements be amended to be

consistent with state law. Significantly, the proposed changes will reduce the processing time for various land use applications, which would improve the City's customer service.

The list below shows the existing code sections proposed to be amended followed by staff's proposed changes, additions and/or deletions to the text in italics format.

**1. CONDITIONAL USE PERMIT**

**17.62.100 Commission public hearing – Date and notice.**

A. The hearing date shall be set by the planning director for not less than 15 nor more than 60 days after the filing of a petition with the planning department.  
(Existing)

*A. After an application for a conditional use permit is deemed complete, the planning director shall set the matter for a public hearing to be held by the planning commission. (Proposed)*

**17.62.110 Commission public hearing – Decision.**

A. The commission shall, not less than 15 nor more than 60 days after the publication of the legal notice of a public hearing on a conditional use permit application, hold the public hearing.

*A. The planning commission shall hold a public hearing on the date and at the time and place specified in the notice.*

**17.62.150 Council public hearing – Decision**

A. The council shall, not less than 15 day or more than 60 days after the publication of a legal notice of a public hearing on a conditional use permit application, hold the public hearing. The appellant shall present at the hearing information and data in support of his appeal.

*A. The city council shall hold a public hearing on the date and at the time and place specified in the notice. The appellant shall present at the hearing information and data in support of the appeal.*

**2. VARIANCE**

**17.78.080 Commission public hearing – Date and notice.**

A. The hearing date shall be set by the planning director for not less than 15 nor more than 60 days after the filing of a petition with the planning department.

*A. After an application for a variance is deemed complete, the planning director shall set the matter for a public hearing to be held by the planning commission.*

**17.78.090 Commission public hearing – Decision.**

A. The commission shall, not less than 15 nor more than 60 days after the publication of the legal notice of a public hearing on a variance application, hold the public hearing.

*A. The planning commission shall hold a public hearing on the date and at the time and place specified in the notice.*

B. The commission shall announce its decision at a regular meeting or scheduled special meeting within 40 days after the conclusion of the hearing. The decision shall approve, approve with stated conditions or disapprove the application, and shall set forth findings in support of the decision. For approval, the conditions listed in CMC 17.78.020 shall be found.

*B. The planning commission shall announce its decision at a regular meeting or scheduled special meeting within 30 days after the conclusion of the hearing. The decision shall approve, conditionally approve or disapprove the application, and shall set forth findings in support of the decision. For approval, the conditions listed in CMC 17.78.020 shall be found.*

**17.78.130 Council public hearing – Decision**

A. The council shall, not less than 15 day or more than 60 days after the publication of a legal notice of a public hearing on a variance application, hold the public hearing. The appellant shall present at the hearing information and data in support of his appeal.

*A. The city council shall hold a public hearing on the date and at the time and place specified in the notice. The appellant shall present at the hearing information and data in support of the appeal.*

**3. ZONING AMENDMENTS AND ZONE CHANGES**

**Section 17.80.040 Amendment – Notice of commission public hearing.**

A. The hearing date shall be set by the planning director for not less than 15 nor more than 60 days after the initiating motion by the commission or council.

*A. After the planning commission or the council initiates proceedings by motion, the planning director shall give notice of a public hearing in accordance with this section.*

**Section 17.80.050 Amendment - Commission public hearing – Recommendation and notice.**

A. The commission shall, not less than 15 nor more than 60 days after the publication of the legal notice of a public hearing on an ordinance amendment, hold the public hearing.

*A. The planning commission shall hold a public hearing on the date and at the time and place specified in the notice.*

**Section 17.80.070 Amendment – Council public hearing – Referral and decision.**

A. The council shall, not less than 15 nor more than 60 days after the publication of a legal notice of a public hearing on an ordinance amendment, hold the public hearing.

*A. The city council shall hold a public hearing on the date and at the time and place specified in the notice.*

**Section 17.80.120 Zone Change – Notice of commission public hearing.**

A. The hearing date shall be set by the planning director for not less than 15 nor more than 60 days after the filing of a petition, or the initiating motion by the council or commission.

*A. After the zone change application is deemed complete, or after the planning commission or the city council initiates proceedings by motion, the planning director shall give notice of a hearing in accordance with this section.*

B.3. In the event that the number of owners to whom notice would be sent pursuant to subsection (B)(2) of this section is greater than 1,000 in area of annexation rezoning, the city may, as an alternative of the notice required by subsection (B) (2) of this section, provide notice pursuant to this subdivision. Such notice shall be given at least 10 days prior to the hearing by either of the following procedures:

- a. By placing a display advertisement at least one-fourth page in the newspaper having the greatest circulation within the area affected by the purposed ordinance or amendment and in at least one additional newspaper having the general circulation within such area, if such additional newspaper is available; or

*B.3. In the event that the number of owners to whom notice would be sent pursuant to subsection (B)(2) of this section is greater than 1,000, the city, in lieu of mailed or delivered notice required under subsection (B)(2) of this section, may provide notice by the following procedures:*

- a. By placing a display advertisement at least one-eighth page in the newspaper having the greatest circulation within the area affected by the proposed ordinance or amendment, at least 10 days prior to the hearing; and*

**Section 17.80.130 Zone Change – Commission public hearing - Recommendation and notice.**

A. The commission shall, not less than 15 nor more than 60 days after the publication of the legal notice of a public hearing on a zone change, hold the hearing.

*A. The planning commission shall hold a public hearing on the date and at the time and place specified in the notice.*

**Section 17.80.150 Zone change – Council public hearing – Decision and notice.**

A. The council shall, not less than 15 nor more than 60 days after the publication of a legal notice of a public hearing on a zone change, hold the public hearing.

*A. The city council shall hold a public hearing on the date and at the time and place specified in the notice.*

4. **PLANNED COMMUNITY DEVELOPMENT**

**Section 17.58.130 Public hearing – Generally.**

All provisions set forth in CMC 17.80.120, 17.80-130, 17.80.140 and 17.80.150 shall apply.

*Initially, staff thought changes might be needed for Section 17.58.130. Upon further analysis, staff determined that this section refers to all public hearing provisions proposed to be amended under ZCA 16-003. As a result, staff is not recommending any changes to this section.*

**PUBLIC HEARING NOTICE AND NOTIFICATION**

The public hearing notice was published in the San Gabriel Valley Tribune newspaper on July 25, 2016, as a display advertisement at least one-eighth page in size, and a minimum of fifteen (15) days before the August 9, 2016 hearing as required by law.

**ENVIRONMENTAL DETERMINATION**

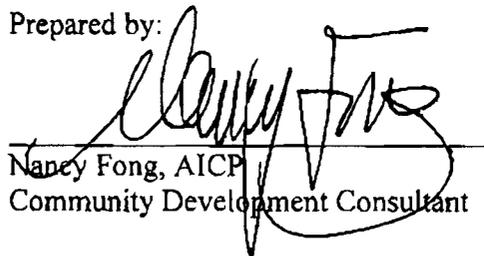
Pursuant to the California Environmental Quality Act (CEQA), staff has analyzed the proposed changes to the various sections of the Covina Municipal Code and determined that the proposed Zoning Code Amendment is exempt from the requirements of the California Environmental Quality Act (“CEQA”) (Cal. Pub. Resources Code, § 21000 *et seq.*) and the CEQA Guidelines. (Cal. Code Regs., tit. 14, § 15000 *et seq.*) pursuant to CEQA Guidelines Section 15061(b)(3) because it can be seen with certainty that there is no possibility that the proposed ordinance to

amend public hearing date and notice requirements for applications for Conditional Use Permits, Variances, Planned Community Developments, Zoning Amendments and Zone Changes will have a significant effect on the environment. The proposed Zoning Code Amendment is an administrative process of the City that will not result in a direct or indirect physical change in the environment, or a reasonably foreseeable indirect physical change in the environment because further environmental review, if required under CEQA, will be performed as applications for Conditional Use Permits, Variances, Planned Community Developments, Zoning Amendments and Zone Changes are submitted to the City.

**RECOMMENDATION**

Staff recommends the Planning Commission adopt Resolution No. 16-023PC recommending approval of the Zoning Code Amendment (ZCA) 16-003 to the City Council.

Prepared by:

  
\_\_\_\_\_  
Nancy Fong, AICP  
Community Development Consultant

Approved by:

\_\_\_\_\_  
Brian K. Lee, AICP  
Director of Community Development

**EXHIBITS**

1. June 28, 2016 Planning Commission Report
2. State Law Sections §65090 on Public Hearing
3. Resolution No. 16-023PC with attached Ordinance No. 16-XXXX



# CITY OF COVINA

## AGENDA REPORT

ITEM NO. CB1

- MEETING DATE:** September 20, 2016
- TITLE:** Appointments and/or Reappointments to Fill Vacancies on Various City of Covina Boards and Commissions
- PRESENTED BY:** Sharon F. Clark, Chief Deputy City Clerk
- RECOMMENDATION:** 1) Using a formal balloting procedure, appoint one representative to the Finance Advisory Commission for a full term ending June 30, 2020; 2) Appoint two representatives to the Planning Commission for full terms ending June 30, 2019, and one representative for a full term ending June 30, 2020; 3) Consider appointments to the Traffic Advisory Commission and Youth Accountability Board; 4) Authorize the establishment of staggered first terms for the Parking Place Commission and Parks and Recreation Commission; and 5) Direct staff to continue accepting applications for remaining vacancies on all advisory bodies.

**BACKGROUND:**

The City of Covina has eight formally-established Boards and Commissions made up of citizens who have volunteered their time to help by giving advice to the City Council in its forming, reviewing, and modifying City policies, regulations and standards. Following a reassessment and restructuring of these bodies, appointments were made on August 16, 2016, to the Library Board of Trustees, Traffic Advisory Commission, and Youth Accountability Board.

Following Council direction, interviews for new applicants were conducted on September 20, 2016, at a regular study session meeting. In addition, applications from incumbents have been received.

**DISCUSSION:**

The following table shows remaining vacancies and applicants who have requested consideration of appointment/reappointment for open positions as of September 14, 2016:

**FINANCE ADVISORY COMMISSION – 1 Vacancy**

*(Council appoints to a four-year term)*

CURRENT MEMBER	INCUMBENTS (Interested in Re-Appointment)	NEW APPLICANTS
Mark Cook (full term expired 6/30/16)	Mark Cook Diane Fonseca Tom Melendrez	None
Diane Fonseca (full term expired 6/30/16)		
Tom Melendrez (full term expired 6/30/16)		

**LIBRARY BOARD OF TRUSTEES – 2 Vacancies**

*(Mayor appoints to a three-year term)*

CURRENT MEMBER	INCUMBENTS (Interested in Re-Appointment)	NEW APPLICANTS
Jimmy Roman (full term expired 6/30/16)	None	None
Vacant (full term ending 6/30/18)		

**PARKING PLACE COMMISSION – 5 Vacancies**

*(Council appoints to a 4-year term)*

CURRENT MEMBER	INCUMBENTS (Interested in Re-Appointment)	NEW APPLICANTS
None	N/A	None

**PARKS AND RECREATION COMMISSION – 5 Vacancies**

*(Council appoints to a 4-year term)*

CURRENT MEMBER	INCUMBENTS (Interested in Re-Appointment)	NEW APPLICANTS
None	N/A	None

**PERSONNEL ADVISORY BOARD – 1 Vacancy**

*(Council appoints to a four-year term)*

CURRENT MEMBER	INCUMBENTS (Interested in Re-Appointment)	NEW APPLICANTS
Vacant (unexpired term ending 6/30/17)	None	None

**PLANNING COMMISSION – 3 Vacancies**

*(Council appoints to a 4-year term)*

CURRENT MEMBER	INCUMBENTS (Interested in Re-Appointment)	NEW APPLICANTS
Dan McMeekin (full term ended 6/30/15)	Dan McMeekin Brad Manning John Connors	Susan Zermeno
Brad Manning (full term ended 6/30/15)		
John Connors (full term ended 6/30/16)		

**TRAFFIC ADVISORY COMMISSION – 2 Vacancies**

*(Council appoints to a four-year term)*

CURRENT MEMBER	INCUMBENTS (Interested in Re-Appointment)	NEW APPLICANTS
Vacant (unexpired term ending 6/30/18)	None	Nick Lopez
Vacant (unexpired term ending 6/30/18)		

**YOUTH ACCOUNTABILITY BOARD**  
**- 2 Vacancies (1 member and 1 alternate)**

*(Council appoints to a two-year term)*

CURRENT MEMBER	INCUMBENTS (Interested in Re-Appointment)	NEW APPLICANTS
Vacant (full term ending 6/30/17) Member	None	Pedro Ramirez, Jr.
Vacant (full term ending 6/30/17) Alternate		

As the number of applicants to the Finance Advisory Commission and Planning Commission is greater than the number of vacancies, it is recommended that the City Council proceed with appointments using a formal balloting procedure.

The number of vacancies on the Traffic Advisory Commission and Youth Accountability Board exceeds the number of applicants. Therefore, Council could either consider appointment of new applicants at this time or continue to accept applications for future consideration. It should be noted that appointees to the Youth Accountability Board are subject to passing a background investigation prior to the assumption of duties on the Board.

As the re-instated Parking Place Commission and new Parks and Recreation Commission currently have no members, it is recommended that Council authorize the establishment of staggered first terms to ensure future continuity on these bodies. Therefore, each commission would have three full terms ending June 30, 2020, and two initial terms ending June 30, 2019. Thereafter, all terms would be four-year terms.

It is recommended that staff be directed to continue accepting applications for the remaining vacancies on all advisory bodies.

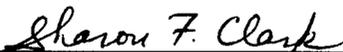
**FISCAL IMPACT:**

None.

**CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):**

None.

Respectfully submitted,



Sharon F. Clark  
 Chief Deputy City Clerk

**ATTACHMENTS:**

Attachment A: Applications



City of Covina

Board, Commission and Committee Member C

**Instructions:** Complete this application and return it to the City Clerk, Covina, CA 91723. If you have any questions, please call the City Clerk. Please TYPE or PRINT clearly in ink.

Redacted

et,

Board, Commission or Committee: Finance Advisory Committee

Is this an application for re-appointment? Yes X No

First Name: Mark Last Name: Cook

Home Address: Covina, CA 91724

Home Phone Number: \_\_\_\_\_ Cell Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Business Name: Taco Bell #367 Occupation: \_\_\_\_\_

Business Address: 301 N. Citrus Covina Business Phone: 626-968-3213

Why do you wish to serve the City? because I care

What experience or education have you had relative to this field? Business degree and 30+ years in business

What other City Boards, Commissions, or Committees have you served?

To what civic service organizations do you belong? None

How did you become interested in this field? I was hog tied into it

Will you be able to attend all Board, Commission, or Committee meetings? Yes X No

Are you willing to file a State financial disclosure statement as required? Yes X No

Are you willing to complete the AB1234 Ethics Training as required? Yes X No

(If NO to any of the above, please explain):

Applications are screened on the basis of information submitted and may be subject to a Livescan as part of the application process.

Mark Cook 9/1/16

Signature of Applicant Date



City of Covina

Board, Commission and Committee Member Candidate Application

Instructions: Complete this application and return it to the City Clerk's Office, 125 E. College Street, Covina, CA 91723. If you have any questions, please call the City Clerk Office at (626)384-5430. Please TYPE or PRINT clearly in ink.

16 AUG 15 AM 10:58

Board, Commission or Committee: Finance

Is this an application for re-appointment? Yes [checked] No

First Name: DIANE

Last Name: FONSECA

Home Address: COVINA 91722

Home Phone Number:

Cell Phone Number:

Email:

Business Name: Retired

Occupation:

Business Address:

Business Phone:

Why do you wish to serve the City? I Love my City

What experience or education have you had relative to this field? Owned my own business

What other City Boards, Commissions, or Committees have you served? - Closing the Redevelopment

To what civic service organizations do you belong? Soroptimist Intl. of Covina - West Covina, AMBASSADOR COVINA Chamber of Commerce

How did you become interested in this field? I WAS ASKED to be on this committee last time

Will you be able to attend all Board, Commission, or Committee meetings? Yes [checked] No UNLESS I AM OUT OF TOWN

Are you willing to file a State financial disclosure statement as required? Yes [checked] No

Are you willing to complete the AB1234 Ethics Training as required? Yes [checked] No

(If NO to any of the above, please explain):

Applications are screened on the basis of information submitted and may be subject to a Livescan as part of the application process.

Diane E. Fonseca

8-15-2016

Signature of Applicant

Date



City of Covina

Board, Commission and Committee Member Candidate Application

Instructions: Complete this application and return it to the City Clerk's Office, 125 E. College Street, Covina, CA 91723. If you have any questions, please call the City Clerk Office at (626)384-5430. Please TYPE or PRINT clearly in ink.

Board, Commission or Committee: FINANCE ADVISORY COMMISSION / COAG

Is this an application for re-appointment? Yes X No

First Name: TOM Last Name: MELENDREZ

Home Address:

Home Phone Number: Cell Phone Number

Email:

Business Name: RETIRED Occupation: FORMER CITY ENGINEER

Business Address: Business Phone:

Why do you wish to serve the City? I AM INTERESTED IN ASSISTING THE CITY WITH ITS FISCAL ISSUES BY REVIEWING ITS BUDGETS AND PROGRAMS TO SEE IF I CAN OFFER SUGGESTIONS AND OPTIONS TO IMPROVE ITS FINANCIAL PICTURE

What experience or education have you had relative to this field? I HAVE WORKED FOR (7) SEVEN CITIES AND PREPARED AND MANAGED MAINTENANCE AND CAPITAL IMPROVEMENT BUDGETS FOR PUBLIC WORKS AND ENGINEERING DEPARTMENTS.

What other City Boards, Commissions, or Committees have you served? I CURRENTLY SERVE ON THE TRAFFIC ADVISORY COMMITTEE

To what civic service organizations do you belong? NONE

How did you become interested in this field?

Will you be able to attend all Board, Commission, or Committee meetings? Yes X No

Are you willing to file a State financial disclosure statement as required? Yes X No

Are you willing to complete the AB1234 Ethics Training as required? Yes X No

(If NO to any of the above, please explain):

RECEIVED BY CITY CLERK AUG 15 AM 11:51

Applications are screened on the basis of information submitted and may be subject to a Livescan as part of the application process.

Tom Melendrez 8/15/16 Signature of Applicant Date



City of Covina

Board, Commission and Committee Member Candidate Application

Instructions: Complete this application and return it to the City Clerk's Office, 125 E. College Street, Covina, CA 91723. If you have any questions, please call the City Clerk Office at (626)384-5430. Please TYPE or PRINT clearly in ink.

16 JUN 14 AM 10:49

Board, Commission or Committee: PLANNING

Is this an application for re-appointment? Yes No

First Name: JOHN Last Name: CONNORS

Home Address: COVINA

Home Phone Number: Cell Phone Number:

Email:

Business Name: BMS Occupation: ATTORNEY

Business Address: 1230 Dewey Upland CA Business Phone: 909 981 2341 x3073

Why do you wish to serve the City? I have been on planning commission for 8 years and wish to continue to serve

What experience or education have you had relative to this field? BS in Bus Admin JD in Law Planning Commission Experience

What other City Boards, Commissions, or Committees have you served? Historic Preservation Board

To what civic service organizations do you belong? Eastern PA Association

How did you become interested in this field? Put in an application and was how were the chance of local planning bodies

Will you be able to attend all Board, Commission, or Committee meetings? Yes No

Are you willing to file a State financial disclosure statement as required? Yes No

Are you willing to complete the AB1234 Ethics Training as required? Yes No

(If NO to any of the above, please explain):

Applications are screened on the basis of information submitted and may be subject to a Livescan as part of the application process.

John Connors Signature of Applicant 6/14/2016 Date



City of Covina

Board, Commission and Committee Member Candidate Application

Instructions: Complete this application and return it to the City Clerk's Office, 125 E. College Street, Covina, CA 91723. If you have any questions, please call the City Clerk Office at (626)384-5430. Please TYPE or PRINT clearly in ink.

15 AUG 17 PM 2:34 CITY CLERK

Board, Commission or Committee: Planning Commission / Historic Pres

Is this an application for re-appointment? Yes X No

First Name: BRADLEY Last Name: MANNING

Home Address:

Home Phone Number: N/A Cell Phone Number:

Email:

Business Name: WEST COVINA H.S. Occupation: RETIRED H.S. PRINCIPAL

Business Address: Business Phone:

Why do you wish to serve the City? IT IS AN HONOR TO SERVE THE CITY AND I HAVE ENJOYED MY PAST 4 YEARS AND WISH TO CONTINUE

What experience or education have you had relative to this field? 4 YEARS AS COMMISSIONER 18 YEAR RESIDENT OF COVINA

What other City Boards, Commissions, or Committees have you served? PARADISE COMMITTEE

To what civic service organizations do you belong? WEST COVINA KIWANIS CLUB

How did you become interested in this field? SOMEONE TOLD ME OF AN OPENING SO I APPLIED

Will you be able to attend all Board, Commission, or Committee meetings? Yes X No

Are you willing to file a State financial disclosure statement as required? Yes X No

Are you willing to complete the AB1234 Ethics Training as required? Yes X No

(If NO to any of the above, please explain):

Applications are screened on the basis of information submitted and may be subject to a Livescan as part of the application process.

Signature of Applicant: Bradley Manning Date: 8-17-15



City of Covina

Board, Commission and Committee Member Candidate Application

Instructions: Complete this application and return it to the City Clerk's Office, 125 E. College Street, Covina, CA 91723. If you have any questions, please call the City Clerk Office at (626) 384-5430. Please TYPE or PRINT clearly in ink.

15 AUG 17 AM 11:35

Board, Commission or Committee:

PLANNING COMMISSION

Is this an application for re-appointment?

Yes X No

First Name:

Daniel

Last Name:

McMeekin

Home Address:

COVINA, CA. 91724

Home Phone Number:

Cell Phone Number:

Email:

Business Name:

Attorney - self

Occupation:

Self employed Attorney

Business Address:

101 N. CITRUS #34,  
COVINA, CA. 91723

Business Phone:

626/331-0458

Why do you wish to serve the City?

Fulfills my sense of CIVIC duty.

What experience or education have you had relative to this field?

Law School graduate, and 35 years law practice, including real property and land use issues; long-time homeowner and resident

What other City Boards, Commissions, or Committees have you served?

Historic Preservation, TRAFFIC ADVISORY, Board of Appeals.

To what civic service organizations do you belong?

COVINA First Presbyterian Church (elder)

How did you become interested in this field?

Always have had an interest in local government plus, in this modest way, contribute to the shaping of Covina's future.

Will you be able to attend all Board, Commission, or Committee meetings?

Yes No

Are you willing to file a State financial disclosure statement as required?

Yes No

Are you willing to complete the AB1234 Ethics Training as required?

Yes No

(If NO to any of the above, please explain):

Applications are screened on the basis of information submitted and may be subject to a Livescan as part of the application process.

Daniel S. McMeekin

8-17-15

Signature of Applicant

Date



City of Covina

Board, Commission and Committee Member Candidate Application

Instructions: Complete this application and return it to the City Clerk's Office, 125 E. College Street, Covina, CA 91723. If you have any questions, please call the City Clerk Office at (626)384-5430. Please TYPE or PRINT clearly in ink.

15 NOV 18 PM 3:49

Board, Commission or Committee: Planning Commission

Is this an application for re-appointment? Yes No [checked]

First Name: Susan Last Name: Zermeno

Home Address:

Home Phone Number Cell Phone Number

Email:

Business Name: City of Los Angeles Occupation: City Planning Associate

Business Address: 200 W. Spring Street, L.A. Business Phone: 213 978-1389

Why do you wish to serve the City? I have been residing in San Gabriel Valley for over 20 years and been living in Covina for over 14 years, and have seen the improvements and how the City has grown. I would love to be part of this growth + development

What experience or education have you had relative to this field?

I have been a Practicing Planner with the City of Los Angeles for over 17 years and have developed and gained experience in the Planning Process Graduate from Cal Poly Pomona in Urban Planning

What other City Boards, Commissions, or Committees have you served? None

To what civic service organizations do you belong? City of Los Angeles / City Planning

How did you become interested in this field? I became interested in this field because it has an aspect of humanity: such as sociology and how people move, adapt and change. Planning provides and plans housing, commercial, retail,

Will you be able to attend all Board, Commission, or Committee meetings? Yes [checked] No

Are you willing to file a State financial disclosure statement as required? Yes [checked] No

Are you willing to complete the AB1234 Ethics Training as required? Yes [checked] No

(If NO to any of the above, please explain):

Applications are screened on the basis of information submitted and may be subject to a Livescan as part of the application process.

Susan Zermeno

11/18/15

Signature of Applicant

Date



City of Covina

Board, Commission and Committee Member Candidate Application

Instructions: Complete this application and return it to the City Clerk's Office, 125 E. College Street, Covina, CA 91723. If you have any questions, please call the City Clerk Office at (626)384-5430. Please TYPE or PRINT clearly in ink.

Board, Commission or Committee:

Traffic Advisory Board

Is this an application for re-appointment? Yes \_\_\_\_\_ No

First Name: NICK Last Name: LOPEZ

Home Address: COVINA 91723

Home Phone Number: \_\_\_\_\_ Cell Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Business Name: \_\_\_\_\_ Occupation: RETIRED

Business Address: \_\_\_\_\_ Business Phone: \_\_\_\_\_

Why do you wish to serve the City? School need more help's

What experience or education have you had relative to this field?

What other City Boards, Commissions, or Committees have you served?

SEE REPORTS

To what civic service organizations do you belong?

How did you become interested in this field?

Will you be able to attend all Board, Commission, or Committee meetings?

Yes  No \_\_\_\_\_

Are you willing to file a State financial disclosure statement as required?

Yes  No \_\_\_\_\_

Are you willing to complete the AB1234 Ethics Training as required?

Yes  No \_\_\_\_\_

(If NO to any of the above, please explain):

RECEIVED BY  
CITY CLERK  
16 MAY -3 PM 12:10

Applications are screened on the basis of information submitted and may be subject to a Livescan as part of the application process.

Nick Lopez  
Signature of Applicant

5-3-16  
Date



City of Duarte  
1600 Huntington Drive  
Duarte, CA 91010  
(626) 357-7931

### DUARTE YOUTH & FAMILY COMMITTEE APPLICATION

Completed applications must be returned no later than 6:00pm on Thursday, November 8, 2012.

Please type or print legibly

Name NICK Lopez Profession \_\_\_\_\_  
Address \_\_\_\_\_ City COVINA CA 91723  
Phone Number \_\_\_\_\_ Cell Phone \_\_\_\_\_  
Email \_\_\_\_\_  
Are you under age 24? \_\_\_\_\_ Yes  No

What experiences do you have that will benefit the facilitation, implementation and evaluation of Duarte's Youth and Family Master Plan?

I have been with this program since it first started. I have knowledge and experience about this program having been working with them for years now.

I have also worked with <sup>the</sup> City of Duarte for many years. My knowledge for and about this community should make facilitation, implementation and evaluation of program a smooth transition.

What are the key issues that you see impacting the quality of life for youth and families?

One of the biggest issues I have seen is families obtaining affordable after school activities as well as better connection and communication w/ the city.

Please share additional insight about yourself and why you'd like to serve on the Youth & Family Committee?

I would like to be the connection for many families to be more familiar with their communities. I believe offering more bilingual connections will help bridge the gap between monolingual families and their communities.

Please list three local references that are familiar with your work/experience:

1. Name: Lucille A Bonilla Phone Number: \_\_\_\_\_
2. Name: Rosalba Caceres Phone Number: \_\_\_\_\_
3. Name: Patricia Hernandez Phone Number: \_\_\_\_\_

Attach additional pages if necessary

# Report Card

December 2012

The Duarte Youth and Family Master Plan was presented to the City Council, School Board and the community by the Advisory Committee in July 2010. The plan included 66 Action Steps grouped into nine common themes: Safety, Health, Programs and Services, Connecting Youth, Teen Center, Diversity, Education, Coordination of Services, and Implementation of the YFMP. These are intended to move the community towards enhancing programs and services for youth and families. Each of the 66 Action Steps included a recommended priority rating, with benchmarks for measuring progress. Designated initiators within the community were responsible for seeing that work began on the Action Step.

This report is being presented as a summary of progress to date regarding the implementation of the Duarte Youth and Family Master Plan.



### Youth and Family Master Plan Mission

*To develop a supportive environment, Duarte is committed to ensuring safe neighborhoods, fostering unity, and promoting dialogue among youth and families from diverse cultural, religious, social, economic, and educational backgrounds. This commitment promotes use and provision of necessary educational, recreational and positive activities, as well as support services in the community to meet the wide range of needs of young people and their families. Our goal is to provide nurturing opportunities for safe practices that support young people in becoming responsible members of the community through the attainment of environmental, physical and mental health.*

## Implementing the Duarte Youth and Family Master Plan

**Action Step 66:** The City Council should create a "Youth & Family Committee" as a standing committee of the Parks and Recreation Commission, and charge it with monitoring, promoting, and evaluating the implementation of the Duarte Youth and Family Master Plan (YFMP).

In September 2010 the City Council adopted Resolution No. 10-33 establishing the Youth & Family Committee. In November 2010 the City Council appointed 12 community members to the Youth & Family Committee. The first Youth & Family Committee meeting was held the next month.

**Youth & Family Committee Membership**

- Lupe Valerio - Chair
- Eddie Howard - Vice Chair
- Lillian Cabral
- Damon Colaluca
- Pattie Dalessandro
- Tamala Kelly
- Nick Lopez
- Elsa Moreno
- Yasmine Ochoa
- Irvin Perez
- Gabriela Quintero
- Cesar Monsalve - Staff Liaison

To view the entire Youth and Family Master Plan go to:  
[www.accessduarte.com](http://www.accessduarte.com)

### Youth & Family Committee Duties and Functions

- Work with key community stakeholders to implement portions of the YFMP.
- Promote the YFMP at various community events.
- Prepare an annual YFMP Report Card to the City Council, School Board and community that measures the progress achieved with each Action Step in Duarte's YFMP.
- Such other duties as may be specified from time to time by majority vote of the City Council.

**Youth & Family Committee Meetings**

Every 4th Monday of the month at 6:30pm in the Duarte Community Center. All meetings are open to the public.



# 2012 "Top Ten Priorities"

**ENSURING THAT YOUTH AND FAMILIES FEEL SAFE**

**Action Step 7:** Support additional training for sheriff's deputies that focuses on the development of community relations skills and outreach to the community

**Benchmark:** Training is implemented  
**Initiator:** Public Safety Department

**Benchmark Progress:** The Public Safety Department is very active in providing Community Outreach, with well over 15 community outreach programs taking place every fiscal year. Public Safety is made up of both city and LA County Sheriff personnel. Staff is briefed weekly on the importance of community outreach and is encouraged to continue to focus on strengthening relationships between personnel and community members. Additional training of sheriff's deputies focusing on the development of community relations skills is an ongoing goal.

**CONNECTING YOUTH TO THE COMMUNITY AND TO SERVICES**

**Action Step 37:** Establish an Office of Community Liaison/Resource Specialist that would be a clearing house for information and referral resources for youth and families

**Benchmark:** Identify organization with capacity to assume this role and initiate program  
**Initiator:** Maryvale

**Benchmark Progress:** Maryvale has on staff, a full time employee that serves as the Case Manager, providing information and referral resources to youth and families. This position was created to meet the needs of both the YMFP and Maryvale.

**RE-ENERGIZING THE DUARTE TEEN CENTER**

**Action Step 42:** Re-focus on implementing innovative and responsive programming at the Teen Center that appeals to teens and meets their needs by conducting an annual youth survey and reviewing best practice programs from other Teen Centers

**Benchmark:** Survey conducted and best practices are reviewed, and additional programs implemented  
**Initiator:** Parks and Recreation Department

**Benchmark Progress:** Survey of adults, high school, middle school, and elementary school students were conducted to measure knowledge of the Center, future use, and safety. Another survey targeted at high school youth polled how many teens had participated in Teen Center programs within a given year. Best practices of 12 other Teen Centers were researched through the use of online information and site visits. Programing trends include Technology, Music, Dance, Youth Employment, Academic Achievement, Art and Culture, Civic Engagement and Mentoring. These trends in best practices are in line with current Duarte Teen Center programming.

**Action Step 44:** Focus on developing additional need-based support services at the Teen Center, utilizing partnerships, that respond to the well being of teens, including counseling, support groups and job skill development

**Benchmark:** Additional support services are implemented  
**Initiator:** Parks and Recreation Department

**Benchmark Progress:** The Teen Center utilizes support services including: Santa Anita Family Services, Glendale Adventist Medical Center, L.A. Co. Probation, City of Monrovia, Duarte Public Safety, East L.A. College, Foothill Workforce Investment Board, and Pasadena NAACP. Support and training offered in various areas include: drug awareness training, art and advocacy training, college campus tours, cultural awareness, employment, financial aid, human rights, and juvenile justice.

**DEVELOPING CULTURAL AND DIVERSITY APPRECIATION**

**Action Step 46:** Implement additional cultural and diversity training for public agency staff (City, School District, Public Safety Department, etc.) and encourage non-profit organization, private agency, and business participation

**Benchmark:** Additional training is implemented  
**Initiators:** Duarte Unified School District, City of Duarte

**Benchmark Progress:** The Parks and Recreation Department offered cultural and diversity training to its full and part time staff. Training was also provided to volunteer youth groups, DART, CHYLL and Mayor's Youth Council. Additional progress needs to be seen in this area.

**Action Step 48:** Explore establishing a Youth and Family Network among service providers to improve the coordination and delivery of services to youth and families

**Benchmark:** Network is created and provides improved coordination of programs and services  
**Initiators:** Parks and Recreation Department, Santa Anita Family YMCA

**Benchmark Progress:** Progress was made with the acceptance of the Recreation Director to sit on the Santa Anita YMCA Board of Directors as Duarte's Community Liaison. By attending board meetings the liaison has established various networks and relationships among the many board members who represent a variety of intra-community leaders including the superintendents from Monrovia and Duarte Unified School Districts, business and community leaders and non-profits. These monthly meetings have allowed for a better flow of communication and exchange of ideas that has helped improve services to youth and families.

**Action Step 50:** Support and encourage the inclusion of community faith-based organizations to be active partners in the implementation of the YFMP

**Benchmark:** Increased participation by faith-based groups  
**Initiator:** Duarte Ministerial Association

**Benchmark Progress:** The committee has been unsuccessful in connecting with local faith based organizations. Attempts were made to contact Duarte Church leaders and the Ministerial Association. Additional progress needs to be seen in this area.

**IMPROVING COORDINATION OF PROGRAMS AND SERVICES**

**Action Step 59:** Explore methods to get communication on events and activities to home-schooled youth and their families

**Benchmark:** Methods created and implemented  
**Initiator:** Community Coordinating Council

**Benchmark Progress:** The Duarte Unified School District provided assistance with researching the amount of home-schooled children we have living in Duarte. An organization called "Get Fit" is being utilized to implement a physical education program for home-schooled individuals. This organization works closely with charter schools, which will assist in further identifying students living in Duarte who are home-schooled. The Duarte Parks and Recreation Department communicates regularly with Opportunities for Learning, an independent studies charter school located in Duarte, providing relevant information to their students.

Para informacion en Espanol por favor llame (626) 357-7931

**IMPROVING COORDINATION OF PROGRAMS AND SERVICES CONTINUED**

**Action Step 60:** Incorporate contemporary mediums of communication (e-mail, Facebook, text messages, and websites) into the communication strategies to provide information to youth, families, and to the community

**Benchmark:** Examples of use of contemporary mediums exist  
**Initiator:** All program providers

**Benchmark Progress:** The Youth and Family Committee created a Facebook page, utilized email to forward information and posted to the City web site and Chamber of Commerce calendar. Text messaging was used among committee members.

**Action Step 63:** Actively encourage more involvement in community activities and events by City and School District officials, teachers, law enforcement personnel and City staff to demonstrate their connection to and support of the community

**Benchmark:** Increase in participation levels  
**Initiators:** City of Duarte, Duarte Unified School District, Los Angeles County Sheriff's Department

**Benchmark Progress:** Through the use of the Internet, emailing event information between various community organizations has been much more feasible.

Although this is one step in which progress can be improved upon, the committee has seen some movement with the presence of Parks and Recreation staff at school special events such as Royal Oaks Elementary Movie Nights and Camp Out, and Maxwell Elementary Multicultural Event.

Royal Oaks Elementary students got involved in this year's Veterans Day Event by writing thank you letters to Veterans.

City officials, staff and law enforcement personnel have been supportive of local businesses and schools by being present at grand opening events.



**Every Child Is Our Child Logo**

The "Every Child Is Our Child" logo is an adaptation to the youth-created Master Plan logo. Action Step 28 encourages the community to: Adopt "Every Child is Our Child" as a community slogan to promote community-wide commitment to asset development and community unity, and base all public and nonprofit youth programs on an asset development model.

With asset development as a model in our community, youth and adults learn to live life to the fullest through service, leadership, relationships, character and personal development.

Through the use of this logo, the Youth and Family Committee envisions Duarte as being a successful example of the "it takes a village" principle.

**Social Marketing Plan**

In August of 2012 the Youth and Family Committee began to utilize the Kids Plate Social Marketing Plan as a template for informing the public of the "Every Child Is Our Child" campaign as a more effective introduction of the Youth and Family Master Plan to the community. Committee members identified social topics addressed in the master plan action steps and used those topics as the basis for creating visuals to educate the community.

Visuals consist of flyers with messages that will be posted at various locations throughout the city, mainly locations with identified initiators of the 66 action steps. Flyers will be made available in both English and Spanish.



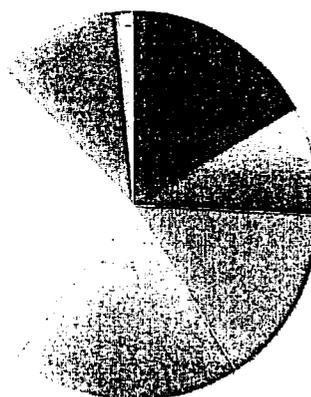
**Help Stop Bullying!**

Bullying is not cool  
Bullying hurts  
Bullying keeps you from getting to know interesting & fun people



**YFMP THEMES**

Through the use of colors, this chart allows you to visualize the areas of greater focus.



- Safety - 11%
- Health - 6%
- Programs & Services - 10%
- Connecting Youth - 13%
- Teen Center - 4%
- Diversity - 6%
- Education & Employment - 8%
- Coordination of Services - 7%
- Implementation of YFMP - 1%

## TASK GROUPS

Task groups are made up of committee members, and non-committee members who want to be involved in the implementation of the Youth and Family Master Plan. Task groups are open to receiving new members throughout the year. These groups meet independently, normally once per month and focus on addressing issues related to their group.

**Annual Report Card** – Responsible for creating a design look for the annual report card. This group also collects and organizes the information that appears in each report card.

**Youth & Family Committee Actions Steps** – Four of the 66 action steps were assigned to the Youth and Family Committee. This task group addresses those four action steps, which focus on connecting youth to the community and to services (#30, #31, #35, #39.)

**Communication & Media** – Responsible for disseminating information regarding the implementation of the Youth and Family Master Plan at various community events and makes presentations to City Council and School Board when needed.

**Initiator Follow-up** – Responsible for following up with identified initiators. Assists in identifying presenters for monthly committee meetings. (Note: An Initiator is a group, individual or organization that has been identified by the committee to work on an action step)

**Fund Development** – Responsible for the development of a Non-Profit Organization that will allow for fund raising that could be used to assist organizations working towards fulfilling the 66 actions steps and meeting community needs that may arise.

*If you are interested in becoming a task group member, please contact Cesar Monsalve, Director of Parks and Recreation at (626) 357-7931 ext. 203.*



## 2011 "Top Ten" Priorities

The 66 action steps were given one of three time lines: immediate, short term and long term. 31 of the action steps were immediate, 25 short term and 10 long term. In order to address all 66 steps, the committee decided to focus on those identified as immediate. Immediate steps were prioritized and the top ten identified and addressed in 2011 were:

**Action Step 1:** Conduct a series of community and neighborhood meetings to provide factual information about safety issues and gang activities within the community and to develop a stronger relationship between the community and law enforcement.

**Action Step 5:** Develop a more collaborative approach to providing substance abuse prevention and treatment programs for youth and create new programs where needed.

**Action Step 9:** The School District and City should adopt a zero tolerance policy against bullying and harassment and initiate additional education programs as well as provide training for staff in this area.

**Action Step 18:** Increase the number of community events for families (movie nights, family picnics, festivals, etc) that promote family togetherness and a sense of community.

**Action Step 22:** Increase after-school, youth sports, enrichment, and recreation programs for the older elementary school and intermediate school age group.

**Action Step 27:** Ensure inclusion of services and programs to residents and the adjacent unincorporated areas.

**Action Step 28:** Adopt "Every Child is Our Child" as a community slogan to promote community-wide commitment to asset development and community unity, and base all public and nonprofit youth programs on an asset development model.

**Action Step 41:** Maintain support for the Duarte Teen Center and invest in enhancing the facility as a primary site to provide programs and support services to high school age youth.

**Action Step 45:** Implement additional school and community events that focus on cultural awareness and diversity appreciation (food events, dance events, art exhibits, etc).

**Action Step 51:** Implement additional programs that develop job training and skills among youth and encourage local businesses to hire Duarte youth.

Initiators of each action step were contacted, their programs were examined and ways of implementing the actions steps were addressed. Initiators were supportive of the Youth and Family Master Plan and will continue to work towards fulfilling the action steps assigned.



City of Covina

Board, Commission and Committee Member Candidate Application

Instructions: Complete this application and return it to the City Clerk's Office, 125 E. College Street, Covina, CA 91723. If you have any questions, please call the City Clerk Office at (626)384-6480. Please TYPE or PRINT clearly in ink.

15 AUG 20 PM 4: 08

Board, Commission or Committee: youth accountability

Is this an application for re-appointment? Yes No [checked]

First Name: Pedro (Peter)

Last Name: Ramirez, Jr

Home Address:

Home Phone Number:

Cell Phone Number:

Email:

Business Name: City of Irwindale

Occupation: School Bus Driver / Recreation

Business Address: 5050 N Irwindale Ave

Business Phone: (626)430-2200

Why do you wish to serve the City? I would like to be involved in my community

What experience or education have you had relative to this field? I currently work with kids from ages 5-18. Growing up in East Los Angeles Exposed me to lots of childhood challenges.

What other City Boards, Commissions, or Committees have you served? NONE

To what civic service organizations do you belong? ICEA - Irwindale city Employee Association

How did you become interested in this field? Through the years of working with kids of all ages and back around, I feel I would be an asset to the youth Accountability Board

Will you be able to attend all Board, Commission, or Committee meetings? Yes [checked] No

Are you willing to file a State financial disclosure statement as required? Yes [checked] No

Are you willing to complete the AB1234 Ethics Training as required? Yes [checked] No

(If NO to any of the above, please explain):

Applications are screened on the basis of information submitted and may be subject to a Livescan as part of the application process.

Pedro Ramirez, Jr.

8/19/15

Signature of Applicant

Date



# CITY OF COVINA

## AGENDA REPORT

ITEM NO. NB 1

---

**MEETING DATE:** September 20, 2016

**TITLE:** Authorization to Provide Written Notice of Intention to Withdraw the City of Covina from the Joint Powers Agreement with LA Works as of June 30, 2016

**PRESENTED BY:** Don Penman, Interim City Manager

**RECOMMENDATION:** Authorize Interim City Manager to Submit Notice of Intention to Withdraw

---

### **BACKGROUND:**

In 1979, the cities of West Covina, Covina, Azusa and Glendora entered into a Joint Powers Authority to create a separate agency that could contract with the County of Los Angeles, State of California and agencies of the United States Government for the funding of programs to be provided under the Comprehensive Employment and Training act (CETA).

Over the years, the Human Services Consortium of the East San Gabriel Valley, dba LA Works, has provided various opportunities to targeted populations in job training for careers ranging from maintenance, transportation to medical. LA Works has assisted thousands of persons in need of basic job skills with on-the-job experience to make them better candidates seeking full-time work.

### **DISCUSSION:**

Joint Powers Authorities are commonly formed government agencies that are created as an independent entity to carry out a specific service. In the case of LA Works, the goal was to create opportunities for certain targeted populations with insufficient job skills and/or experience by providing on-the-job training that would assist them in finding permanent employment. Funding for LA Works flowed through the County of Los Angeles, which is the clearinghouse for most Federal and State funds of this nature.

The County ceased funding for LA Works in 2014 due to unresolved issues over programs implemented under the auspices of LA Works. Since that time no new funding has been secured and all programs under LA Works have ceased. With no new funding, all full time staff have been laid off and the JPA operates only with a part time group of legal, management and financial consultants and will soon be unable to operate. In June 2016, the City of Glendora formally withdrew from the JPA, leaving only three cities.

The JPA is asking the three (3) remaining cities in the JPA of Azusa, Covina and West Covina to contribute \$20,000 each to support LA Works as it deals with the issues with the County. A recent meeting with the city managers of the three remaining cities and the management consultant of the JPA included a discussion of this request. The general consensus of the managers was that it would be difficult to recommend on-going support to the JPA in light of the

eventual closing of the JPA, but perhaps some amount of financial support might be possible if it was used solely for the “wind down” of the JPA. However, there are no assurances that any “wind down” of the JPA would be completed by June 2017 nor would all outstanding issues be resolved and thus further financial support may be requested and/or needed.

**RECOMMENDATION:**

It is recommended that the City Council authorize the Interim City Manager to submit a Notice of Intention to Withdraw from the LA Works JPA, and postpone any decision on providing financing for the JPA as part of a “wind down” process until more information can be obtained from the JPA on a breakdown on how these monies would be expended. This is a two-step process and the City Council will have another opportunity to make a final decision before June 30, 2017.

**FISCAL IMPACT:**

Under the LA Works JPA it appears, member agencies are not liable for the debts and obligations of the JPA and staff is still conducting research on that issue. Therefore, there is no fiscal impact on the City of Covina for submitting a Notice of Intention to withdraw from the JPA, unless the City determines to provide some financial support.

**CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT): N/A**

Respectfully submitted,



Donald Penman  
Interim City Manager



# CITY OF COVINA

## AGENDA REPORT

ITEM NO. NB 2

**MEETING DATE:** September 20, 2016

**TITLE:** Nomination for San Gabriel Basin Water Quality Authority Board Member and Alternate Representing Cities with Prescriptive Water Pumping Rights

**PRESENTED BY:** Angel Carrillo, Assistant to the City Manager

**RECOMMENDATION:** 1) Consider a Nomination for Board Member to the San Gabriel Basin Water Quality Authority Board.

2) Direct Staff to Send a Resolution Naming a Nomination for Board Member to the San Gabriel Basin Water Quality Authority.

### BACKGROUND:

The San Gabriel Basin Water Quality Authority (WQA) was established by the State Legislature (SB1679) on February 11, 1993 to develop, finance and implement groundwater treatment programs in the San Gabriel Basin. The WQA is under the direction and leadership of a 7-member board. The board is comprised of one member from each of the overlying municipal water districts, one from a city with prescriptive water pumping rights and one from a city without prescriptive water pumping rights, and two members representing water producers in the San Gabriel Basin. The cities with prescriptive water pumping rights include Alhambra, Arcadia, Azusa, Covina, El Monte, Glendora, Industry, Irwindale, Monterey Park, Monrovia, South Pasadena and Whittier.

### DISCUSSION:

Cities with prescriptive water pumping rights are currently represented by Councilmember Luis Ayala from the City of Alhambra. His four year term will expire on January 1, 2017 and an election for the position and a new four year term will take place at noon on December 21, 2016. Cities can nominate a member of the City Council as a candidate, from their city or another with prescriptive water pumping rights, by resolution and send them in to the WQA between September 22, 2016 and October 21, 2016. Nominations will then be collected and voted on at the December 21<sup>st</sup> meeting. Each city has one vote for 10,000 residents or a majority fraction thereof, as determined by the most recent decennial census data.

City	2010 Population	# of Votes
Alhambra	83,089	8
Arcadia	56,364	6
Azusa	46,361	5
Covina	47,796	5
El Monte	113,475	11

Glendora	50,073	5
Industry	219	1
Irwindale	1,422	1
Monrovia	36,590	4
Monterey Park	60,269	6
South Pasadena	25,619	3
Whittier	85,331	9
<b>Total Votes</b>		<b>64</b>

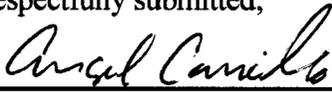
**FISCAL IMPACT:**

There is no fiscal impact from this action.

**CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):**

None.

Respectfully submitted,



Angel Carrillo

Assistant to the City Manager

**ATTACHMENTS:**

Attachment A: San Gabriel Basin Water Quality Authority Correspondence

Attachment B: Resolution No. 16-7525



# San Gabriel Basin Water Quality Authority

1720 W. Cameron Avenue, Suite 100, West Covina, CA 91790 • 626-338-5555 • Fax 626-338-5775



August 23, 2016

City Manager  
City of Covina  
125 E. College Street  
Covina, CA 91723

RE: NOMINATION FOR WQA BOARD MEMBER AND ALTERNATE  
REPRESENTING CITIES WITH PRESCRIPTIVE WATER PUMPING  
RIGHTS

Dear City Manager:

The San Gabriel Basin Water Quality Authority (WQA) was established by the State Legislature (SB 1679) on February 11, 1993 to develop, finance and implement groundwater treatment programs in the San Gabriel Valley. The WQA is under the direction and leadership of a 7-member board, one member of each of the three overlying municipal water districts, one from a city with prescriptive water pumping rights, one from a city without prescriptive water pumping rights, and two representing water producers in the San Gabriel Basin. As stipulated in our enabling legislation, the term of the board member and alternate representing cities with pumping rights will expire January 1, 2017. An election for this seat will take place on ***December 21, 2016 at 12:00 p.m. at the WQA office.***

A city is not limited to nominating its own council members and may vote in the election whether or not it nominated a candidate. Listed below are cities from which city council members are eligible:

## CITIES WITH PRESCRIPTIVE WATER PUMPING RIGHTS

Alhambra  
Azusa  
El Monte  
Industry  
Monterey Park  
South Pasadena

Arcadia  
Covina  
Glendora  
Irwindale  
Monrovia  
Whittier

Please find enclosed a "Call for Nomination" form, sample resolution, and a copy of WQA's Election Procedures. Please read through the enclosures and forward copies to your council members. We will accept nominations made only by resolution from September 22, 2016 through October 21, 2016 at 5:00 p.m. Nominations arriving before or after the nomination period WILL NOT BE ACCEPTED.

To ensure that we receive your nominations, we ask that the resolution be sent by certified mail, FedEx or UPS with a SIGNATURE REQUIRED or hand delivered to our office at which time a signature will confirm receipt. If we do not sign for your delivery it will not be accepted. After nominations are collected, a list of candidates and ballots will be sent to the cities no later than November 4, 2016.

Please note that this is a "call for nominations only" and the voting for this election cannot take place until the nomination period has ended.

If I can be of any assistance, please contact me at the phone number or email address listed below.

Sincerely,



Stephanie Moreno  
SAN GABRIEL BASIN  
WATER QUALITY AUTHORITY  
1720 W. Cameron Ave., Suite 100  
West Covina, CA 91790  
(626) 338-5555  
[Stephanie@wqa.com](mailto:Stephanie@wqa.com)

Enclosures

**\*\*NOMINATIONS CAN NOT BE ACCEPTED PRIOR TO  
SEPTEMBER 22, 2016.\*\***

**\*\*NOMINATIONS MUST BE SENT OR DELIVERED WITH A  
"SIGNATURE REQUIRED" TO CONFIRM DELIVERY OR THEY  
WILL NOT BE ACCEPTED\*\***

**CALL FOR NOMINATIONS  
FOR  
ELECTION OF CITY MEMBER AND ALTERNATE FROM  
CITIES WITH PUMPING RIGHTS  
TO THE BOARD OF THE SAN GABRIEL BASIN WATER QUALITY AUTHORITY  
PURSUANT TO SB 1679**

CITY: COVINA

TO THE CITY COUNCIL:

The ELECTION OF the city member and alternate of the Board of the San Gabriel Basin Water Quality Authority ("the Authority") from cities with pumping rights will take place at the regularly scheduled meeting of the Board of the Authority set for December 21, 2016 at 12:00 p.m., at 1720 W. Cameron Ave., Suite 100, West Covina, California.

Nominations for candidates for a city member elected by cities with pumping rights may be made by any city with pumping rights. Each city may nominate only one candidate.

The member and alternate shall be City Council members or Mayors from cities with pumping rights. An alternate member acts in the place, and performs all the duties, of the city member selected by the same cities if that city member is absent from a meeting of the Authority or has vacated his or her office until the vacancy is filled pursuant to the provisions of SB 1679.

No person who, directly or indirectly, at the time of election, receives, or during the two-year period immediately preceding election received, 10 percent or more of his or her income from any person or public entity subject to regulation by, or that received grants from or contracts for work with, the Authority may serve as a member of the Authority.

Your city may nominate one candidate by resolution of the City Council. Your nomination must be submitted to the Authority at least 60, but not more than 90 days preceding the meeting at which the election is to be held.

# (SAMPLE RESOLUTION)

If you would like an electronic version of this resolution please email Stephanie Moreno to request one at: [stephanie@wqa.com](mailto:stephanie@wqa.com)

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF \_\_\_\_\_, CALIFORNIA  
NOMINATING COUNCILMEMBER \_\_\_\_\_  
TO REPRESENT CITIES WITH PRESCRIPTIVE WATER  
PUMPING RIGHTS ON THE BOARD OF THE  
SAN GABRIEL BASIN WATER QUALITY AUTHORITY**

**WHEREAS**, on September 22, 1992, Senate Bill 1679 was signed into law by Governor Pete Wilson authorizing the creation of the San Gabriel Basin Water Quality Authority; and

**WHEREAS**, the Board of the San Gabriel Basin Water Quality Authority is composed of seven members with three appointed members from each of the three municipal water districts, one elected city council person from cities in the San Gabriel Basin with prescriptive water pumping rights, one elected city council person from cities in the San Gabriel Basin without prescriptive water pumping rights, and two members representing water producers in the San Gabriel Basin and;

**WHEREAS**, the City of \_\_\_\_\_ is one of the cities in the San Gabriel Basin with prescriptive water pumping rights;

**WHEREAS**, the City of \_\_\_\_\_ may nominate a representative by resolution from September 22, 2016 through October 21, 2016.

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF \_\_\_\_\_,  
CALIFORNIA DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:**

**SECTION 1.** The City Council of the City of \_\_\_\_\_ nominates Councilmember \_\_\_\_\_ as the representative for cities in the San Gabriel Basin with prescriptive water pumping rights.

**PASSED, APPROVED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**PROCEDURES FOR CALLING AND CONDUCTING ELECTIONS  
OF CITY MEMBERS AND ALTERNATES FROM  
CITIES WITH PUMPING RIGHTS  
AND FROM  
CITIES WITHOUT PUMPING RIGHTS  
TO THE BOARD OF THE SAN GABRIEL WATER QUALITY AUTHORITY**

1. Definition.

“Authority” means the San Gabriel Basin Water Quality Authority.

“Board” means the San Gabriel Basin Water Quality Authority Board, which is the governing body of the Authority.

“City” means a city which partially or entirely overlies the Main San Gabriel Basin or a city which has, or may acquire, the right to pump water from the basin.

“Cities with pumping rights” means cities which have pumping rights in the basin in accordance with the judgment and includes the Cities of Alhambra, Arcadia, Azusa, Covina, El Monte, Glendora, Industry, Irwindale, Monrovia, Monterey Park, South Pasadena, and Whittier.

“Cities without pumping rights” means cities which do not have pumping rights in the basin in accordance with the judgement and includes the Cities of Baldwin Park, Bradbury, Duarte, La Puente, La Verne, Rosemead, San Dimas, San Gabriel, San Marino, Sierra Madre, South El Monte, Temple City and West Covina.

“Judgment” means the judgment, as amended or as it may be amended, of the Superior Court in and for the County of Los Angeles in Upper San Gabriel Valley Municipal Water District v. City of Alhambra (Case Number 924128).

“Main San Gabriel Basin” or “basin” means the groundwater basin underlying the land within the boundaries of the Authority.

2. City Members of the Board - Number and Qualifications.

- a). There shall be two members, and two alternates, of the Board of the Authority which are elected by the cities. One member, and one alternate, shall be elected by the cities with pumping rights. One member, and one alternate, shall be elected by the cities without pumping rights.
- b). An alternate member shall act in the place, and perform all the duties, of the city member selected by the same cities if that city member is absent from a meeting of the Authority or has vacated his or her office until the vacancy is filled pursuant to the provisions of SB 1679 as set forth below.

- c). The member and alternate from cities with pumping rights shall be City Council members or Mayors from cities with pumping rights. The member and alternate from cities without pumping rights shall be City Council members or Mayors from cities without pumping rights.
- d). No person who, directly or indirectly, at the time of election, receives, or during the two-year period immediately preceding election received, 10 percent or more of his or her income from any person or public entity subject to regulation by, or that receives grants from or contracts for work with, the Authority may serve as a member of the Authority.

3. City Member of the Board - Term of Office.

The term of the city member shall commence on the first Monday in January and each member shall hold office for a term of four years and until the successor takes office.

4. Time and Place of Election.

An election of the city member and alternate from the cities with pumping rights and from the cities without pumping rights shall be conducted at the Board's final regular meeting of the calendar year preceding the expiration of the term of the office of that city member. The election held to elect the initial city member and alternate from the cities with pumping rights and from the cities without pumping rights shall be conducted at a regular meeting of the Board prior to March 1, 1993.

5. Voting Rights of Cities.

- a). A City with pumping rights may vote for candidates to be elected to represent cities with pumping rights. A city with pumping rights may not vote for candidates to be elected to represent cities without pumping rights.
- b). A City without pumping rights may vote for candidates to be elected to represent cities without pumping rights. A city without pumping rights may not vote for candidates to be elected to represent cities with pumping rights.
- c). The number of votes which a city may cast is determined by the population of the city. Each city has one vote for each 10,000 residents or majority fraction thereof, as determined by the most recent United States decennial census data. The number of votes to which a city is entitled shall be computed by rounding the population of the city to the nearest 10,000 and dividing that number by 10,000. Each city has a minimum of one vote.

6. Nominations.

- a). Nominations for candidates for a city member elected by cities with pumping rights may be made by any city with pumping rights. Each city may nominate only one candidate.

- b). At least 120 days preceding the meeting at which the election is to be held, the Authority shall send, by certified mail - return receipt requested, a Call for Nominations to the city council of each city with pumping rights. Such Call for Nominations shall be prepared in accordance with the sample attached as Exhibit "A-1".
- c). Nominations for candidates for a city member elected by cities without pumping rights may be made by any city without pumping rights. Each city may nominate only one candidate.
- d). At least 120 days preceding the meeting at which the election is to be held, the Authority shall send, by certified mail - return receipt requested, a Call for Nominations to the city council of each city without pumping rights. Such Call for Nominations shall be prepared in accordance with the sample attached as Exhibit "A-2".
- e). Nominations shall be made by resolution of the city council of the nominating city. All nominations shall be submitted to the Authority at least 60, but not more than 90 days preceding the meeting at which the election is to be held.

7. Ballots.

- a). The Authority shall compile all nominations which were received from the cities with pumping rights and shall prepare a ballot listing all nominated candidates in accordance with the sample ballot attached as Exhibit "B-1".
- b). The Authority shall compile all nominations which were received from the cities without pumping rights and shall prepare a ballot listing all nominated candidates in accordance with the sample ballot attached as Exhibit "B-2".
- c). Each ballot shall indicate the number of votes which the city is entitled to cast.
- d). At least 45 days before the meeting at which the election is to be held, the Authority shall distribute, by certified mail - return receipt requested, the ballots to each city eligible to vote in the election.

8. The Election.

- a). Each city shall cast all of its votes for one candidate, by resolution of the city council. The resolution casting the city's votes shall be delivered to the Authority at least 24 hours before the meeting of the Board at which the election is held. Any resolution not received by the Authority 24 hours before the election may not be counted.
- b). At the Meeting at which the election is held, the Board of the Authority shall cause the votes to be counted. The candidate receiving the highest number of

votes cast by cities with pumping rights shall be elected to fill the office representing cities with pumping rights. The candidate receiving the next highest number of votes cast by cities with pumping rights, who is not a city council member from the same city as the candidate receiving the highest number of votes, shall be elected as the alternate member. The candidate receiving the highest number of votes cast by cities without pumping rights shall be elected to fill the office representing cities without pumping rights. The candidate receiving the next highest number of votes cast by cities without pumping rights, who is not a city council member from the same city as the candidate receiving the highest number of votes, shall be elected as the alternate member.

9. Vacancy.

A vacancy in the office of a city member or alternate shall be filled by a special election called by the Authority. Only those cities which are eligible to vote for the member or alternate to the office in which the vacancy has occurred (i.e. with pumping rights or without pumping rights) are eligible to vote in the special election for that office. Nominations and balloting shall be conducted in the same manner as a regular election, except that the date of the election and time periods shall be as prescribed by the Authority. The member or alternate elected to fill a vacancy shall meet the qualifications applicable to the vacant office and shall serve for the remaining term of the vacant office.

- a). In the event the person holding the office of alternate member representing cities with pumping rights is elected to fill the vacancy for member, then the candidate receiving the next highest number of votes in the same election shall be elected to the office of alternate member; and
- b). In the event the person holding the office of alternate member representing cities with pumping rights is not elected to fill the vacancy for member, then he or she remains the alternate.
- c). In the event the person holding the office of alternate member representing cities without pumping rights is elected to fill the vacancy for member, then the candidate receiving the next highest number of votes in the same election shall be elected to the office of alternate member; and
- d). In the event the person holding the office of alternate member representing cities without pumping rights is not elected to fill the vacancy for member, then he or she remains the alternate.

**RESOLUTION NO. 16-7525**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, NOMINATING COUNCILMEMBER \_\_\_\_\_ TO REPRESENT CITIES WITH PRESCRIPTIVE WATER PUMPING RIGHTS ON THE BOARD OF THE SAN GABRIEL BASIN WATER QUALITY AUTHORITY**

**WHEREAS**, on September 22, 1992, Senate Bill 1679 was signed into law by Governor Pete Wilson authorizing the creation of the San Gabriel Basin Water Quality Authority; and

**WHEREAS**, the Board of the San Gabriel Basin Water Quality Authority is composed of seven members with three appointed members from each of the three municipal water districts, one elected city council person from cities in the San Gabriel Basin with prescriptive water pumping rights, one elected city council person from cities in the San Gabriel Basin without prescriptive water pumping rights, and two members representing water producers in the San Gabriel Basin; and

**WHEREAS**, the City of Covina is one of the cities in the San Gabriel Basin with prescriptive water pumping rights; and

**WHEREAS**, the City of Covina may nominate a representative by resolution from September 22, 2016 through October 21, 2016.

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

**SECTION 1.** The City Council of the City of Covina nominates Councilmember \_\_\_\_\_ as the representative for cities in the San Gabriel Basin with prescriptive water pumping rights.

**SECTION 2.** The City Clerk shall certify to the passage and adoption of this resolution and shall enter the same in the Book of Original Resolutions.

**APPROVED and PASSED** this 20<sup>th</sup> day of September, 2016.

City of Covina, California

BY: \_\_\_\_\_  
KEVIN STAPLETON, Mayor

ATTEST:

\_\_\_\_\_  
SHARON F. CLARK, Chief Deputy City Clerk

APPROVED AS TO FORM:

---

CANDICE K. LEE, City Attorney

**CERTIFICATION**

I, Sharon F. Clark, Chief Deputy City Clerk of the City of Covina, do hereby certify that Resolution No. 16-7525 was duly adopted by the City Council of the City of Covina at a regular meeting held on the 20<sup>th</sup> day of September, 2016, by the following vote:

AYES:           COUNCIL MEMBERS:  
NOES:           COUNCIL MEMBERS:  
ABSTAIN:       COUNCIL MEMBERS:  
ABSENT:        COUNCIL MEMBERS:

Dated:

---

SHARON F. CLARK, Chief Deputy City Clerk



# CITY OF COVINA

## AGENDA REPORT

ITEM NO. NB 3

---

**MEETING DATE:** September 20, 2016

**TITLE:** Opposition of Proposition 64 - The Control, Regulate and Tax Adult Use of Marijuana Act, also known as the Adult Use of Marijuana Act (AUMA)

**PRESENTED BY:** Kim J. Raney, Interim Police Chief

**RECOMMENDATION:** Consider approval of Resolution No. 16-7521 opposing Proposition 64, known as the Adult Use of Marijuana Act (AUMA)

---

### **BACKGROUND:**

This November 8, 2016 voters will consider Proposition 64, the Control, Regulate and Tax Adult Use of Marijuana Act (AUMA or Proposition 64), a ballot measure with the purpose and intent to, "-establish a comprehensive system to legalize, control and regulate the cultivation, processing, manufacture, distribution, testing, and sale of non-medical marijuana, including marijuana products, for use by adults 21 years and older, and to tax the commercial growth and retail sale of marijuana." If passed by voters, Proposition 64 would allow persons age 21 and older to possess up to an ounce of marijuana and grow as many as six marijuana plants in a private residence. Consumption in public would be prohibited, except for public places licensed for such use. Proposition 64 prohibits the sale of non-medical marijuana to those under the age of 21 and provides new resources to educate youth against drug abuse and train local law enforcement to enforce the new law. It bars marijuana businesses from being located within 600 feet of schools and other areas where children congregate. It establishes mandatory and strict packaging and labeling requirements for marijuana and marijuana products.

If Proposition 64 is approved by the voters, by January 2018, the State will begin to issue licenses and adopt regulations for small and medium cultivators, distributors, manufacturers, transporters, laboratory testers, microbusinesses and retailers. Proposition 64 also provides that beginning January 1, 2018, the State will impose a sales taxes of 15% on gross receipts of any retail sales and cultivation taxes per ounce of flowers and leaves. Proposition 64 also establishes a comprehensive regulatory structure in which every marijuana business is overseen by a specialized agency with relevant expertise. It establishes packaging, labeling, advertising, and marketing standards and restrictions for marijuana products. It allows local regulation, including the ability to ban non-medical marijuana businesses. The initiative contains many other provisions and can be viewed on-line at:

[http://www.oag.ca.gov/system/files/initiatives/pdfs/15-0103%20%28Marijuana%29\\_1.pdf](http://www.oag.ca.gov/system/files/initiatives/pdfs/15-0103%20%28Marijuana%29_1.pdf)

## **DISCUSSION:**

### **Support for Proposition 64**

Proposition 64 is supported by Lieutenant Governor Gavin Newsom; Sean Parker, founder of Napster and the former president of Facebook; California State NAACP; The California Medical Association (CMA); California Cannabis Industry Association; The California Democratic Party; the National Organization for the Reform of Marijuana Laws (NORML); Law Enforcement Against Prohibition; Marijuana Policy Project of California; Drug Policy Action; California Council of Land Trusts and several environmental organizations; and various other supporters. In 2014, California Lt. Governor Gavin Newsom, in collaboration with the American Civil Liberties Union (ACLU), formed a Blue Ribbon Commission on Marijuana Policy. Members consisted of academics, physicians, policy makers, drug policy reformists, tax lawyers, public health experts, economists, one police chief, one retired Judge and one retired Maryland police Major. All participants were appointed to examine the legalization of marijuana and help inform the policy making process. The Blue Ribbon Commission produced a July 2015 report titled "Pathways Report: Policy Options For Regulating Marijuana In California." The report offers numerous policy suggestions addressing topics such as: protecting small producers from Big Tobacco; helping drug felons; being labor friendly; taxation of cannabis; how to spend tax monies to support marijuana related programs; dealing with medical marijuana; DUI drivers; marijuana sales regulations and tracking; controlling out of state sales; and dealing with the Feds and Banks. In short, proponents of Proposition 64 argue that legalization of recreational marijuana would make marijuana safer by regulating it; save millions in law enforcement and court costs; support social justice by no longer incarcerating minorities and the disadvantaged; remove profit margins for drug cartels; provide millions in tax monies to support education, prevention and treatment; and lower environmental degradation and incapacitate the black market.

### **Opposition to Proposition 64**

Proposition 64 is opposed by the California Police Chiefs Association; California State Sheriffs' Association; California Peace Officers' Association; California College and University Police Chiefs Association; California Narcotics Officers Association; the Los Angeles County Professional Peace Officers Association; the Los Angeles Deputy Sheriffs Association; the Association of Deputy District Attorneys; the Los Angeles Police Protective League; Riverside Sheriffs Association; the California Hospital Association; the California Teamsters; California Correctional Supervisor's Association; Small Growers Association; Californians for Responsible Drug Policies; Association of Orange County Deputy Sheriffs; the City of Whittier and various other opponents. The District Attorney for San Diego County, Bonnie M. Dumanis, published a brief containing several concerns with the Adult Use of Marijuana Act and legalization of recreational marijuana. Dumanis noted that marijuana is still classified as a Schedule I drug under the Controlled Substances Abuse Act of 1970 and remains illegal at the federal level. District Attorney Dumanis' full memo can be read online: [https://cpca.memberclicks.net/assets/Marijuana/SDDA%20Analysis\\_AUMAAct\\_Final.pdf](https://cpca.memberclicks.net/assets/Marijuana/SDDA%20Analysis_AUMAAct_Final.pdf). Opponents of Proposition 64 are concerned predominantly with the following issues: crime and traffickers, driving under the influence, public health and welfare, and impacts to youth. These concerns are summarized below:

#### **Crime and traffickers**

In her brief, District Attorney Dumanis noted that cartels/drug dealers are more likely to infiltrate the multi-billion dollar a year marijuana industry, using their competitive advantage and smuggling expertise. According to Dumanis, "there has been a spike in marijuana shipments out of the legalized region (of Colorado) across state lines to supply users in neighboring states where marijuana remains illegal." Additionally, shortly before Colorado legalized commercial marijuana in 2013, agents served search warrants at 14 Denver dispensaries operated by

individuals with alleged ties to Columbian cartels. During 2009 – 2012, when medical marijuana was commercialized, the yearly average number of interdiction seizures of Colorado marijuana increased 365% from 52 to 242. According to the High Intensity Drug Trafficking Program (HIDTA), during 2013 – 2014, when recreational marijuana was legalized, the yearly average interdiction seizures of Colorado increased another 34% from 242 to 324.

### **Driving under the influence of drugs (DUIDs)**

It has been reported that the legalization of marijuana in Colorado, Washington and Oregon has led to more motorists driving under the influence. In Colorado, for example, the 2015 Rocky Mountain High Intensity Drug Trafficking Area report (RMHIDTA) indicated that when retail marijuana businesses began operating, there was a 32% increase in marijuana-related traffic deaths in just one year from 2013. Colorado marijuana-related traffic deaths increased 92% from 2010 – 2014. During the same time period all traffic deaths only increased 8%. Additionally, newly released data from the Washington Traffic Safety Commission (WTSC) shows that marijuana is increasing as a factor in deadly crashes. The number of drivers involved in fatal crashes who tested positive for marijuana increased 48 percent from 2013 – 2014. In her brief, District Attorney Dumanis also stated that creating an evidence based standard for testing the level of marijuana influence may be problematic because marijuana converts more quickly than alcohol. Marijuana impaired driving arrests are being successfully challenged due to the amount of time that passes between a car stop, testing, finding a judge, obtaining a search warrant to perform blood draws, and obtaining toxicology reports.

### **Public health and welfare**

According to the University of Mississippi Potency – Monitoring Project, since 1983, when THC concentrations averaged below 5%, today's marijuana potency averages 14% with peak content exceeding 30%. The Rocky Mountain High Intensity Drug Trafficking Area Region also reports that emergency department visits related to marijuana (for those of any age) increased in Colorado by 29 percent in the first year after legalization of personal possession and use (12,888 in 2013 versus 9,982 in 2012) and that was before stores selling recreational marijuana opened. On Colorado Public Radio, the head of Denver's largest hospital emergency room said he's seeing more people being admitted after consuming large quantities of edible marijuana in the form of cookies and other food. Dr. Richard Zane, head of the Department of Emergency Medicine at the University of Colorado Hospital, says the increase coincides with the legalization of recreational marijuana.

Last, the Center for Tobacco Control Research and Education examined Proposition 64 and issued a report in February 2016 asserting that marijuana regulations in California should be modeled on the California Tobacco Control Program, which has successfully countered the lobbying and marketing tactics of the tobacco industry. They said the California Department of Public Health should be the lead regulatory agency of the retail marijuana market. The AUMA initiative grants broad authority to the Department of Consumer Affairs, rather than the California Department of Public Health. It should be noted that the Department of Consumer Affairs is an agency tasked with serving consumers by creating a competitive market place for businesses, rather than focusing on public health.

### **Youth Impact**

Many Proposition 64 opponents argue that legalization of recreational marijuana will significantly impact the youth population. According to the 2015 HIDTA report, Marijuana medical centers currently outnumber Starbucks coffee shops and recreational marijuana stores outnumber McDonald's restaurants in Colorado. As a result, HIDTA is concerned that the proliferation of availability, use, and sales creates an environment that encourages social acceptance and the use of marijuana. In 2015 the American Academy of Pediatrics stated that,

“The AAP opposes legalization of marijuana because of the potential harms to children and adolescents.” In Colorado, there was a 20% increase in the percent of 12-17 year old probationers testing positive for marijuana since marijuana was legalized for recreational purposes (HIDTA). Additionally, drug related suspensions/expulsions in Colorado increased 40 percent from 2008 through 2014. The vast majority were for marijuana violations (HIDTA).

Proposition 64 mandates that marijuana products cannot be advertised or marketed towards children. The initiative however, contains inadequate provisions to actually prevent advertising and marketing of marijuana and marijuana products to children and teens. Although Proposition 64 prohibits advertising by marijuana businesses within 1,000 feet of a day care center, school providing instruction in kindergarten or any grades 1 through 12, playground or youth center, the initiative does not prohibit advertising near parks, community centers and community colleges.

**Conclusion**

Given the public health and safety dangers associated with the legalization of non-medical marijuana, and the City’s desire to protect children, the City Council should adopt a resolution opposing Proposition 64.

**FISCAL IMPACT:**

None.

**CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):**

None .

Respectfully submitted,

---

Kim J. Raney  
Interim Police Chief

**ATTACHMENT:**

Attachment A: Resolution No. 16-7521

**RESOLUTION NO. 16-7521**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, OPPOSING PROPOSITION 64, THE CONTROL, REGULATE, AND TAX ADULT USE OF MARIJUANA INITIATIVE**

**WHEREAS**, we are committed to the success and positive future of our community youth, and to the health and safety of our citizens; and

**WHEREAS**, we support efforts to decrease and prevent youth use of and exposure to non-medical marijuana and other drugs; and

**WHEREAS**, a ballot measure titled the “Control, Regulate and Tax Adult Use of Marijuana Act” to legalize the possession and use of recreational marijuana by those over the age of 21, and to allow the State to issue licenses permitting the commercial sales of non-medical marijuana in California will be on the November 2016 General Election ballot; and

**WHEREAS**, analysis of the “Control, Regulate, and Tax Adult Use of Marijuana Act” by the San Diego District Attorney’s office points out that, “The initiative allows persons convicted of dealing large amounts of controlled substances such as heroin (up to 20,000 individual doses), and methamphetamine (up to 10,000 individual doses) to become ‘legal marijuana dealers’”; and

**WHEREAS**, the San Diego District Attorney’s Office analysis further notes that the initiative permits convicted felony drug dealers who have used children to courier drugs to an adult buyer to be eligible to apply for a California marijuana license; and

**WHEREAS**, there are no provisions in the initiative to prevent advertising and marketing to children and teens near parks, community centers, and community colleges; and

**WHEREAS**, the initiative allows for the indoor growing of up to six marijuana plants per residence and each plant requires 6 gallons of water per day in a state that is currently battling a drought; and

**WHEREAS**, in Colorado, where non-medical marijuana use has been legal since 2012, commercialized marijuana related traffic deaths increased 92% from 2010 to 2014 while all traffic deaths increase only 8 percent during the same time period; and

**WHEREAS**, the High Intensity Drug Trafficking Areas Program statistics for marijuana use in Colorado teens ages 12-17 are 74% above the national average; and

**WHEREAS**, a study released in May 2016 by AAA Foundation for Traffic Research found that fatal crashes involving drivers who recently used marijuana doubled in Washington after the state legalized the drug; and

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

**SECTION 1.** The City Council of the City of Covina by the adoption of this resolution hereby declares that it opposes the “Control, Regulate, and Tax Adult Use of Marijuana Act” which will legalize the use and commercial sale of non-medical marijuana.

**SECTION 2.** The City Clerk shall certify to the passage and adoption of this resolution and shall enter the same in the Book of Original Resolutions.

**APPROVED** and **PASSED** this \_\_\_ day of \_\_\_\_\_, 20\_\_.

City of Covina, California

BY: \_\_\_\_\_  
KEVIN STAPLETON, Mayor

ATTEST:

\_\_\_\_\_  
SHARON F. CLARK, Chief Deputy City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
CANDICE K. LEE, City Attorney

**CERTIFICATION**

I, Sharon F. Clark, Chief Deputy City Clerk of the City of Covina, do hereby certify that Resolution No. 16-7521 was duly adopted by the City Council of the City of Covina at a regular meeting held on the \_\_\_ day of \_\_\_\_\_, 20\_\_, by the following vote:

AYES:           COUNCIL MEMBERS:  
NOES:           COUNCIL MEMBERS:  
ABSTAIN:       COUNCIL MEMBERS:  
ABSENT:        COUNCIL MEMBERS:

Dated:

\_\_\_\_\_  
SHARON F. CLARK, Chief Deputy City Clerk