



CITY COUNCIL/SUCCESSOR AGENCY TO THE COVINA
REDEVELOPMENT AGENCY/COVINA PUBLIC FINANCING
AUTHORITY/COVINA HOUSING AUTHORITY JOINT MEETING
AGENDA

Tuesday, June 17, 2025, 7:30 p.m.
125 E. College Street, Covina, California
Council Chamber of City Hall

IMPORTANT NOTICE

Members of the public may begin entering the City Council Chamber 15 minutes prior to the scheduled start time of the meeting as listed above. During this time, and the duration of the meeting, members of the public will have access to the City Council Chamber and first floor restrooms only.

Members of the public may view the meeting live on the City's website at www.covinaca.gov or on local cable television, Spectrum Channel 29 and Frontier Channel 42. To view from the website, click [here](#) or scroll down on the home page and click "City Meetings", once on the page, click the highlighted word next to Video Library under the City Council Meeting Agendas and Minutes header. A live banner will appear at the start of the meeting.

Public Comments: Time is reserved during the Public Comments portion of the meeting for those in the audience who wish to address the City Council on items listed on the agenda (*e.g. Consent Calendar, Continued Business, and New Business items*) and items not listed in the agenda within the subject matter jurisdiction of the City Council, except for Public Hearing items. Members of the audience will have the opportunity to address the Council/Agency/Authority regarding Public Hearing items at the time the public hearing is held.

All communications are to be addressed directly to the City Council and not to the members of the audience. Each speaker is limited to a total of three (3) minutes, subject to the Mayor/Chairperson's discretion to amend time limits based on anticipated length of the meeting. A speaker's time may not be transferred to another speaker. State Law prohibits the Council/Agency/Authority from taking action on any item not on the agenda.

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 cityclerk@covinaca.gov or 626-384-5430. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

JOINT MEETING—CLOSED SESSION 6:30 PM

CLOSED SESSION - WILL NOT BE HELD

JOINT MEETING—OPEN SESSION 7:30 PM

CALL TO ORDER

Council/Agency/Authority Members: Walter Allen, III, Patricia Cortez, John C. King, Mayor Pro Tem/Vice Chair Hector Delgado, and Mayor/Chair Victor Linares

ROLL CALL

PLEDGE OF ALLEGIANCE

Led by Mayor Pro Tem Delgado.

INVOCATION

Given by Covina Police Chaplain Ron Butler.

APPROVAL OF AGENDA

PRESENTATIONS

A. Pride Month

PUBLIC COMMENTS

This is the time and place for the general public to address the City Council/Agency/Authority on any item listed on the agenda (*e.g. Consent Calendar, Continued Business, and New Business items*) or not listed on the agenda, except for Public Hearing items. Members of the audience will have the opportunity to address the Council/Agency/Authority regarding Public Hearing items at the time the public hearing is held.

Each speaker is limited to a total of three (3) minutes, subject to the Mayor/Chairperson's discretion to amend time limits based on the anticipated length of the meeting.

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

Staff Recommendation:

Approve the Minutes of the May 6, 2025, Regular Meeting of the City Council/Successor Agency to the Covina Redevelopment Agency/Covina Public Financing Authority/Housing Authority.

CC 2. Payment of Demands	19
Staff Recommendation:	
Approve Payment of Demands in the amount of \$1,869,796.78.	
CC 3. A Resolution Replacing the 2025-29 Capital Improvement Program (“CIP”) as Part of the 2024 Development Impact Fee (“DIF”) Nexus Study, with the 2026-30 CIP due to New Projects Identified and Proposed to be Partially Funded through DIFs	25
Staff Recommendation:	
Adopt Resolution CC 2025-65 Amending Exhibit B of Resolution CC 2024-57, by reference, replacing the previously adopted Fiscal Year 2025-2029 CIP with the recently adopted Fiscal Year 2026-2030 CIP due to the identification of one (1) new project “Alleyway Roadway Construction Project” proposed to be partially funded through DIFs and two (2) estimated start year to modifications, adjusting start year to FY26/27 for the “City Hall and Public Works Yard Master Plan and Design Project” and “Expansion of Citywide Public Safety Camera and Surveillance System Project”.	
CC 4. Second Amendment to Professional Services Agreement with Interwest Consulting Group	47
Staff Recommendation:	
Approve Second Amendment to Professional Services Agreement with Interwest Consulting Group for Specialized Community Development and Planning Services.	
CC 5. Professional Services Agreement with Evan Brooks Associates, Inc., for Grant Support Services	51
Staff Recommendation:	
Approve Professional Services Agreement with Evan Books Associates for an amount no-to-exceed \$75,000 for on-call grant supportive services.	
CC 6. Fifth Amendment to Agreement Between the City of Covina and Social Vocational Services, Inc. (SVS) for Cleaning City Park Areas and Restrooms	67
Staff Recommendation:	
Authorize the City Manager to execute a Fifth Amendment to Agreement Between the City of Covina and Social Vocational Services, Inc. (SVS) for Cleaning City Park Areas and Restrooms, in an amount not-to-exceed \$32,412 for a one-year period between July 1, 2025 and June 30, 2026.	
CC 7. Adopt Joint Tax Sharing Resolution Approving and Accepting Negotiated Exchange of Property Tax Revenues Resulting from Annexation of Specific Property Located at 1029 East Covina Hills Road into Los Angeles County Sanitation District No. 22	77
Staff Recommendation:	
Adopt the joint tax sharing resolution, City Council Resolution CC 2025-66 , approving and accepting the negotiated exchange of property tax revenues resulting from the annexation of a specific property located at 1029 East Covina Hills Road into Los Angeles County Sanitation District No. 22.	
CC 8. Closed Circuit Television (CCTV) Video Inspection of Sewer Collection System – Project No. S2401 – Final Acceptance and Filing Notice of Completion	83

Staff Recommendation:

1. Accept the work performed by Empire Pipe Cleaning & Equipment, Inc.; and
2. Authorize the City Clerk to file a Notice of Completion for the Closed Circuit Television (CCTV) Video Inspection of Sewer Collection System – Project No. S2401.

CC 9. Badillo Street Resurfacing Project – Project No. P2506 – Final Acceptance and Filing Notice of Completion

87

Staff Recommendation:

1. Accept the work performed by Gentry Brothers, Inc.; and
2. Authorize the City Clerk to file a Notice of Completion for the Badillo Street Resurfacing Project – Project No. P2506.

CC 10. Street Residential Resurfacing Project – Project No. P2505 – Final Acceptance and Filing Notice of Completion

91

Staff Recommendation:

1. Accept the work performed by Gentry Brothers, Inc.; and
2. Authorize the City Clerk to file a Notice of Completion for the Street Residential Resurfacing Project – Project No. P2505.

CC 11. Third Amendment to Professional Services Agreement with PCAM, LLC (dba Parking Company of America) for Transit Operations Services for the Covina Dial-a-Ride Program

97

Staff Recommendation:

1. Authorize the City Manager to execute the Third Amendment to the Professional Services Agreement with PCAM, LLC for a two-year extension in an amount not-to-exceed \$484,692 for FY 2026 and \$499,278 for FY 2027; and
2. Authorize the City Manager to execute a Professional Services Agreement to extend the On-Call Fleet Maintenance and Repair Services to June 30, 2026 in an amount not-to-exceed \$230,000 annually.

CC 12. Adoption of Ordinance 25-03

125

Staff Recommendation:

Adopt **Ordinance 25-03** Entitled, “Approving Zone Change (ZCH) 25-2, and Amending the City’s Official Zoning Map for 340 Parcels from the Existing Rd Residential Zone (Multifamily Rd 1250 And Rd 1500) to High Density Residential Zone (HDR), and the List of Assessors Parcel Numbers are Attached Hereto as Exhibit A, and Making a Finding of Exemption Pursuant to CEQA Guidelines Section 15061(B)(3)”.

CC 13. Adoption of Ordinance 25-02

133

Staff Recommendation:

Adopt **Ordinance 25-02** Entitled, “Amending Chapter 2.54 (Public Projects) of Title 2 (Administration and Personnel) of the Covina Municipal Code, Revising Procedures and Requirements for Bidding of Public Works Projects, and Finding this Ordinance to be Exempt Under the California Environmental Quality Act (CEQA)”.

CC 14. Confirmation of Mayor’s Appointments to Intergovernmental Agencies	141
Staff Recommendation:	
Approve the Mayor’s appointments of delegates and alternates to Intergovernmental Agencies.	
CC 15. Barranca Avenue Street Resurfacing Project – Project No. P2507 & Cienega Avenue Street Resurfacing Project – Project No. P2508 – Final Acceptance and Filing Notice of Completion	145
Staff Recommendation:	
<ol style="list-style-type: none"> 1. Accept the work performed by Gentry Brothers, Inc.; and 2. Authorize the City Clerk to file a Notice of Completion for the Barranca Avenue Street Resurfacing Project – Project No. P2507 & Cienega Avenue Street Resurfacing Project – Project No. P2508. 	
CC 16. County of Los Angeles Department of Public Health Public Health Services Contract	151
Staff Recommendation:	
Authorize the City Manager to execute the Public Health Services contract with the County of Los Angeles.	
CC 17. Authorize Side Letter Agreements between the City of Covina and the Police Association of Covina (PAC) and the Police Supervisors of Covina (PSC)	165
Staff Recommendation:	
That the City Council adopt Resolution CC 2025-71 and Resolution CC 2025-72 , authorizing the following organizational changes:	
<ol style="list-style-type: none"> 1. Authorize the City Manager to execute a side letter agreement between the City and the Police Association of Covina (PAC) Bargaining Unit to establish a temporary double overtime pay for Public Safety Dispatchers. 2. Authorize the City Manager to execute a side letter agreement between the City and the Police Supervisors of Covina (PSC) Bargaining Unit to revise Article 11.4: Overtime and establish a temporary double overtime pay. 	
CC 18. Resolutions Relating to the Annexation of Territory to CFD 2007-1, Declaring Intention to Authorize Annexation, Adopting Boundary Map, and Setting the Public Hearing Date for August 5, 2025 (342 N. Hollenbeck Avenue, Covina//Annexation 39)	175
Staff Recommendation:	
<ol style="list-style-type: none"> 1. Adopt City Resolution CC 2025-69, declaring intention to authorize the annexation of territory to Community Facilities District (CFD) No. 2007-1 (Public Services); and 2. Adopt City Resolution CC 2025-70, adopting boundary map showing territory proposed to be annexed in the future to Community Facilities District No. 2007-1 (Public Services). 	
CC 19. Increase FY 2024-25 Workers’ Compensation Fund Appropriations	191
Staff Recommendation:	
Adopt Resolution CC 2025-73 Increasing Workers’ Compensation Fund Fiscal	

Year 2024-25 Budgeted Appropriations by \$175,000.

CC 20. Approval of First Amendment to the Professional Services Agreement (PSA) between the City of Covina and Ocean Blue Environmental Services, Inc for Hazardous Waste Disposal Services

195

Staff Recommendation:

1. Authorize the City Manager to execute the First Amendment to the Professional Services Agreement with Ocean Blue Environmental Services, Inc for Hazardous Waste Disposal Services, extending the contract two additional fiscal years between July 1, 2025 through June 30, 2027; and
2. Authorize a CPI increase of \$4,000 per fiscal year for a new not-to-exceed amount of \$54,000 per fiscal year.
3. Adopt **Resolution CC 2025-68**, appropriating \$4,000 from Environmental Services Fund – Fund Balance for use towards the PSA for Hazardous Waste Disposal Services.

PUBLIC HEARINGS

PH 1. Adoption of Urgency Ordinance Extending Ordinance 25-01, Establishing a Moratorium on Battery Energy Storage Systems (BESS) Facilities within City Limits for a Period of 10 Months and 15 Days

207

Staff Recommendation:

Request the City Council adopt **Ordinance 25-04**, an urgency measure, extending Ordinance 25-01, establishing a moratorium on the acceptance and processing of any new entitlement applications and/or issuing any permit for new Battery Energy Storage Systems (BESS) within the city limits.

PH 2. Public Hearing for the Financing and/or Refinancing of Capital Facilities for the Emanate Health

233

Staff Recommendation:

Conduct a public hearing under the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA) in connection with the proposed bonds by the California Statewide Communities Development Authority (CSCDA) in an amount not to exceed \$90,000,000 for the purpose of financing and/or refinancing certain revenue bonds for Emanate Health; and adopt **Resolution CC 2025-67**.

NEW BUSINESS

NB 1. Breathe Clean Covina Public Health Campaign – Introduction of Ordinance 25-05 Amending Chapter 9.48 (Conduct in Parks)

239

Staff Recommendation:

That the City Council waive full reading and introduce **Ordinance 25-05**, entitled “An Ordinance of the City Council of the City of Covina Updating Chapter 9.48 (Conduct in Parks) of the Covina Municipal Code, and Finding the Ordinance to be Exempt Under the California Environmental Quality Act (CEQA)”.

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, July 1, 2025, at 6:30 p.m. for closed session and at 7:30 p.m. for open session inside the

Council Chamber at City Hall, located at 125 East College Street, Covina, California, 91723.



**CITY COUNCIL/SUCCESSOR AGENCY TO THE COVINA REDEVELOPMENT
AGENCY/COVINA PUBLIC FINANCING AUTHORITY/COVINA HOUSING
AUTHORITY JOINT MEETING
MINUTES**

May 6, 2025, 6:30 p.m.
125 E. College Street, Covina, California
Council Chamber of City Hall

Councilmembers Present: Councilmember Walter Allen, III
Councilmember Patricia Cortez
Councilmember John C. King
Mayor Pro Tem/Vice-Chair Hector Delgado
Mayor/Chair Victor Linares

Staff Present: City Clerk Drew Aleman (Elected Member)
City Manager Chris Marcarello
City Attorney Candice K. Lee
Deputy City Manager/Community Development Director Brian Lee
Parks & Recreation/Library Services Director Lisa Evans
Public Works Director Rafael Fajardo
Deputy City Manager Angel Carrillo
Chief Deputy City Clerk Fabian Velez
Interim Finance Director Theresa Franke
Police Chief Ric Walczak

Staff Absent: City Treasurer Neil Polzin (Elected Member)

JOINT MEETING—CLOSED SESSION 6:30 PM

CALL TO ORDER

Mayor Linares called the Council/Agency/Authority meeting to order at 6:31 p.m. with Councilmember Allen, Mayor Pro Tem Delgado, and Mayor Linares present.

PUBLIC COMMENTS - CLOSED SESSION

There were no public comments.

CLOSED SESSION

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

A. Government Code § 54957 - PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Title: City Manager & City Attorney

RECESS

Mayor Linares recessed the Council to Closed Session at 6:32 p.m.

JOINT MEETING—OPEN SESSION 7:30 PM

RECONVENE AND CALL TO ORDER

Mayor Linares called the Council/Agency/Authority meeting to order at 7:31 p.m. with all Councilmembers present except Councilmember King who arrived at 8:00 p.m.

ROLL CALL

PLEDGE OF ALLEGIANCE

Led by Councilmember Cortez.

INVOCATION

Given by Covina Police Chaplain Steve Martinez.

APPROVAL OF AGENDA

Motion made by: Mayor Pro Tem Delgado

Seconded by: Councilmember Allen

Approve the agenda as presented.

Approved (4 to 0); King Absent

PRESENTATIONS

A. Municipal Clerk's Week

A proclamation declaring May 4 through May 10, 2025, as Municipal Clerk's Week, was read into the record by Mayor Linares and presented to City Clerk Aleman on behalf of the City Clerk's Office.

City Clerk Aleman gave a shout out to the staff of the City Clerk's Department for their hard work.

B. National Public Works Week

A proclamation declaring May 18 through May 24, 2025, as Public Works Week, was read into the record by Mayor Linares and presented to Public Works Director Fajardo, Public Works Manager Michael Flores, and Water Utility Superintendent Mike Melinte.

C. National Police Week

Mayor Linares presented a proclamation declaring May 11 through May 17, 2025, as National Police Week to Police Chief Walczak.

Police Chief Walczak provided information on Police Week, invited the community to peace officer Memorial Day on May 15th, and thanked the City Council for the acknowledgement and support received from City.

D. Small Business Week

Mayor Linares noted the importance of supporting small businesses, read a proclamation declaring May 4 through May 10 as Small Business Week, and presented the proclamation to members of the Covina Chamber of Commerce.

Covina Chamber of Commerce Boardmember Donna Harstine provided information on the Chamber's transition to new leadership, Covina Chamber of Commerce Incoming Chairperson Charley Bell shared what it means to run a small business, and Covina Chamber of Commerce Boardmember Rene Martinez invited the community to their Taste of Covina event taking place on June 12, 2025.

CLOSED SESSION REPORT

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

PUBLIC COMMENTS

Grace Ibanez thanked the City Council and Public Works Department for their recent work with the repaving of Cienega St. and requested further assistance to address a misaligned curb at the emergency exit of the street. She also proposed a collaboration with the City for ideas on addressing homelessness.

Delfina Russell invited the community to the Covina Senior Club's Bingo nights on Friday and asked for assistance from the City with being able to promote the Club.

Maya Alvarez-Galvan, from the Mt. San Antonio College Faculty Association, addressed concerns with the potential misuse of bond funds by the college.

Wilfred Velasquez requested to work with the City regarding the removal of his recycling facility center located at 1023 N. Grand Ave.

COUNCIL/AGENCY/AUTHORITY COMMENTS

Councilmember Allen congratulated the City Clerk, Public Works, and Police Department teams, as well as the small businesses in the City. He emphasized that the City and Police Department will never forget their fallen officers.

Councilmember King echoed the remarks made by Councilmember Allen and noted the wristbands he wears in memory of fallen officers Scott Hanson and Jordan Corder and the opportunity he gets to share their stories.

Councilmember Cortez also congratulated the City Clerk, Public Works, and Police Departments and the small businesses in the community. She also invited the community to the Kiwanis Pancake Breakfast taking place at Heritage Park on Saturday May 17th, which will include a musical performance and coincide with the City's Spring into Summer Citrus 1.5k Walk.

Mayor Pro Tem Delgado dittoed words congratulating the City Clerk, Public Works, and Police Departments and small businesses. Mayor Pro Tem Delgado gave extra thanks to the Public Works Department's lighting installation work on West Chester Road.

Mayor Linares also expressed his appreciation to the small businesses, City Clerks, Public Works, and Police Departments for making Covina a great City. He then notified the community of the upcoming registration for summer programs offered by the Parks & Recreation Department and encouraged everyone to sign up soon.

CITY MANAGER COMMENTS

City Manager Marcarello informed the community that the City was made aware of parking issues relating to the Zest development and notified them that the City is examining solutions to the problems.

CONSENT CALENDAR

CC 1. Minutes

Motion made by: Mayor Pro Tem Delgado

Seconded by: Councilmember King

Approve the Minutes of the April 15, 2025, Regular Meeting of the City Council/Successor Agency to the Covina Redevelopment Agency/Covina Public Financing Authority/Housing Authority.

Approved (5 to 0)

CC 2. Payment of Demands

Motion made by: Mayor Pro Tem Delgado

Seconded by: Councilmember King

Approve Payment of Demands in the amount of \$5,356,607.81.

Approved (5 to 0)

CC 3. Bus Shelter Installation Project – Award of Contract to FS Contractors, Inc. for an Amount not to Exceed \$154,500

Motion made by: Mayor Pro Tem Delgado

Seconded by: Councilmember King

1. Award a contract for the Bus Shelter Installation Project to FS Contractors, Inc. as the lowest responsive and responsible bidder in an amount not-to-exceed \$154,500 and authorize the City Manager to execute the contract;
2. Authorize the City Manager to execute Amendment No 1. to the Memorandum of Agreement between the City of Covina and San Gabriel Valley Council of Governments (SGVCOG) for the East San Gabriel Valley Sustainable Multimodal Improvements Project to include the FY25 Bus Shelter Installation Project and establish funding in the amount of \$150,000 for project expenses from the Los Angeles County Metropolitan Authority; and
3. Adopt **Resolution CC 2025-34** to reflect a decrease of \$95,500 in the Proposition A Budget and an appropriation of \$150,000 to the Transportation CIP Budget and the reimbursement of \$150,000 to the City by the SGVCOG upon completion of the project.

Approved (5 to 0)

CC 4. Adopting the Barranca Ave. & Covina Blvd. Resurfacing Project from Workman Ave. to Cypress St. along Barranca Ave. and from Fairvale Ave. to Barranca Ave. along Covina Blvd. as the City of Covina's Fiscal Year 2026 Senate Bill 1 (SB 1) Projects

Motion made by: Mayor Pro Tem Delgado

Seconded by: Councilmember King

Adopt **Resolution CC 2025-32** adopting the Barranca Avenue & Covina Boulevard Resurfacing Project from Workman Avenue to Cypress Street along Barranca Avenue and from Fairvale Avenue to Barranca Avenue along Covina Boulevard as the City of Covina's Fiscal Year 2026 Senate Bill 1 (SB 1) Projects and reserving all FY 2025-2026 RMRA funds for project construction costs.

Approved (5 to 0)

CC 5. Request to Cancel the Regular City Council Meeting of May 20, 2025

Motion made by: Mayor Pro Tem Delgado

Seconded by: Councilmember King

That the City Council consider cancelling the regular scheduled City Council Meeting of May 20, 2025.

Approved (5 to 0)

CC 6. Investment Policies for Fiscal Year 2025-2026 for the City of Covina and Successor Agency to the Covina Redevelopment Agency

Motion made by: Mayor Pro Tem Delgado

Seconded by: Councilmember King

Adopt **Resolution CC 2025-31** adopting an investment policy for the City's investment portfolio for Fiscal Year 2025-2026 and adopt Successor Agency **Resolution SA 2025-02** adopting an investment policy for the Agency's investment portfolio for Fiscal Year 2025-2026.

Approved (5 to 0)

CC 7. Second Amendment to Professional Services Agreement with Norman A. Traub Associates, LLC for Workplace Investigation Services

Motion made by: Mayor Pro Tem Delgado

Seconded by: Councilmember King

Authorize the City Manager to execute the Second Amendment to Professional Services Agreement with Norman A. Traub & Associates, LLP to provide Professional Services for workplace investigations.

Approved (5 to 0)

CC 8. Agreement between All City Management Services Inc., and the City of Covina for Crossing Guard Service

Motion made by: Mayor Pro Tem Delgado

Seconded by: Councilmember King

1. Approve the agreement between All City Management Services, Inc. and the City of Covina for school crossing guard services for fiscal year 2025-26; and authorize the City Manager or his designee to execute the agreement; and
2. Approve the crossing guard cost sharing agreements between the City of Covina and Covina Valley Unified School District and Charter Oak Unified School District and authorize the City Manager or his designee to execute agreements.

Approved (5 to 0)

CC 9. Resolution CC 2025-35, Amending the Fiscal Year 2024-2025 Operating Budget and Approving an Appropriation of \$50,000 as per a Development Agreement with PKL Investments, LLC

Motion made by: Mayor Pro Tem Delgado

Seconded by: Councilmember King

Adopt **Resolution CC 2025-35**.

Approved (5 to 0)

CC 10. Core Switch Replacements and Services – Police Department and City Hall

Motion made by: Mayor Pro Tem Delgado

Seconded by: Councilmember King

Authorize the City Manager to Execute an Agreement with Intelli-Tech and Acorn Solutions Group to Purchase Fortinet Switches and Services to Install and Maintain.

Approved (5 to 0)

CC 11. Annual Maintenance Agreement for the City's 9-1-1 Dispatch Center

Motion made by: Mayor Pro Tem Delgado

Seconded by: Councilmember King

Approve the purchase of the Annual Maintenance contract from AT&T in the amount of \$63,647.48 and adopt **Resolution CC 2025-33** increasing the FY 2024-25 police department budget by the same amount.

Approved (5 to 0)

CC 12. Sewer Main Replacement Project – Project No. S2502 – Final Acceptance and Filing Notice of Completion

Motion made by: Mayor Pro Tem Delgado

Seconded by: Councilmember King

1. Accept the work performed by GRBCON, Inc.; and
2. Authorize the City Clerk to file a Notice of Completion for the Sewer Main Replacement Project – Project No. S2502.

Approved (5 to 0)

CC 13. Traffic Signal Upgrade Project – Citrus Avenue and Puente Street – Project No. T2502 – Final Acceptance and Filing Notice of Completion

Motion made by: Mayor Pro Tem Delgado

Seconded by: Councilmember King

1. Accept the work performed by California Professional Engineering, Inc.; and
2. Authorize the City Clerk to file a Notice of Completion for the Traffic Signal Upgrade Project – Citrus Avenue and Puente Street – Project No. T2502.

Approved (5 to 0)

CC 14. Water Master Plan Update and Water Rate Study – Proposed Professional Services Agreements with Civiltec Engineering, Inc. and Raftelis Financial Consultants, Inc.

Motion made by: Mayor Pro Tem Delgado

Seconded by: Councilmember King

1. Authorize the City Manager to execute a Professional Services Agreement with Civiltec Engineering, Inc. for the preparation of a Water Master Plan Update for an amount not-to-exceed \$166,800;
2. Authorize the City Manager to execute a Professional Services Agreement with Raftelis Financial Consultants, Inc. for the preparation of a Water Rate Study for an amount not-to-exceed \$98,187; and
3. Adopt **Resolution CC 2025-36** to amend the Fiscal Year 2024-2025 Capital Improvement Program Budget to increase funding by \$134,901.44 for the Water Master Plan and Water Rate Study and appropriate the necessary funds from the available Water Utility Fund balance.

Approved (5 to 0)

CC 15. First Amendment to the Purchase and Sale Agreement for Property Located at NEC E. Front Street & N. 1st Avenue, Covina, CA 91723 (APN: 8430-018-004)

Motion made by: Mayor Pro Tem Delgado

Seconded by: Councilmember King

Approve the First Amendment to the Purchase and Sale Agreement and authorize the City Manager to execute said First Amendment, substantially in the form attached, and any documents related to the extension of the title due diligence period and related agreement termination period.

Approved (5 to 0)

CC 16. 2024 Annual Housing Element Progress Report

Motion made by: Mayor Pro Tem Delgado

Seconded by: Councilmember King

Receive and file.

Approved (5 to 0)

CC 17. Agreement between the City of Covina and Dunwright Painting and Coatings for Interior Painting as Tenant Improvements at 401 N. Citrus Avenue

Motion made by: Mayor Pro Tem Delgado

Seconded by: Councilmember King

Authorize the City Manager to enter into a Minor Construction Agreement with Dunwright Painting and Coating, in substantial form, and execute all related documents.

Approved (5 to 0)

PUBLIC HEARINGS

PH 1. Adoption of the Fiscal Year 2025-26 Budget, Fiscal Year 2026-2030 Capital Improvement Program (CIP) and Fiscal Year 2025-26 CIP Budget

Mayor Linares opened the public hearing.

The agenda report was provided by Interim Finance Director Franke and Senior Management Analyst Charles Russom.

Questions and responses included the confirmation that the outsourcing of the aquatics center staff will not result in additional revenue but is better suited for the Parks & Recreation Department; informing the City Council that Measure CC did not include a sunset; the estimated revenue of Measure CC; the use of the General Fund to bridge funding of the fire services contract with Los Angeles County and noting that recent funding measures from the County of Los Angeles have not offset City costs or provided revenue for the City; average increase of the fire services contract; and the consideration of bringing plan checking services in-house.

There were no public comments.

Mayor Linares closed the public hearing.

Councilmember Cortez noted the absence of the City Treasurer for the item.

Motion made by: Councilmember Allen

Seconded by: Councilmember Cortez

1. Conduct the public hearing and consider all testimony that may be forthcoming;
2. Adopt **Resolution CC 2025-37** adopting the City of Covina budget for July 1, 2025 through June 30, 2026;
3. Adopt **Resolution SA 2025-03** adopting the operating budget for the City of Covina Successor Agency for July 1, 2025 through June 30, 2026; and
4. Adopt **Resolution CC 2025-38** adopting the Fiscal year 2026-2030 Capital Improvement Program and the Fiscal Year 2025-26 Capital Improvement Program Budget.

Approved (5 to 0)

PH 2. The Establishment and Adjustment of Certain Service and Development-Related and Other User Fees

Mayor Linares opened the public hearing.

The agenda report was provided by Senior Management Analyst Russom.

There were no public comments.

Mayor Linares closed the public hearing.

Compliments were given to the Finance Department and Finance Advisory Committee for their work on the item.

Motion made by: Councilmember King

Seconded by: Councilmember Allen

Open and conduct the Public Hearing and adopt **Resolution CC 2025-39** Adopting a City-wide Comprehensive User Fee Study, Adopting a comprehensive fee schedule establishing and amending certain service and development-related fees for City services, and Authorizing the payment of such fees by credit card, debit card or electronic funds transfer.

Approved (5 to 0)

NEW BUSINESS

NB 1. Adoption of Urgency Ordinance Establishing a Temporary Moratorium on Battery Energy Storage Systems (BESS)

The agenda report and PowerPoint presentation were provided by Deputy City Manager/Community Development Director Lee.

Curtis Kebler, Director of RWE Clean Energy, a current applicant for a battery energy storage project, provided additional background on the applicant's history with the project and stated his willingness to move forward and work together on the topic.

In response to an inquiry from Councilmember King, Deputy City Manager/Community Development Director Lee informed the City Council that updates to the Municipal Code are currently in process and one more extension may be needed. Councilmember Allen stated his excitement for the project but noted the safety concerns.

Motion made by: Councilmember King

Seconded by: Councilmember Allen

Request the City Council adopt **Ordinance 25-01**, entitled “An Urgency Ordinance of the City Council of the City of Covina, California, enacted pursuant to Government Code Section 65858 establishing a moratorium on accepting and processing any new entitlement applications and/or issuing any permits for new Battery Energy Storage Systems (BESS) within the City limits; declaring the urgency thereof and making a determination of exemption under the California Environmental Quality Act”.

Approved (5 to 0)

ADJOURNMENT

At 8:58 p.m., the Covina City Council/Successor Agency to the Covina Redevelopment Agency/Covina Public Financing Authority/Covina Housing Authority adjourned to its next regular meeting of the Council/Agency/Authority scheduled for Tuesday, June 3, 2025, at 6:30 p.m., for closed session and 7:30 p.m., for open session in the Council Chamber located inside of City Hall, 125 East College Street, Covina, California, 91723.

Fabian Velez, Chief Deputy City Clerk

Victor Linares, Mayor/Chair



CITY OF COVINA AND SUCCESSOR AGENCY TO THE COVINA REDEVELOPMENT AGENCY AGENDA ITEM REPORT

ITEM NO.CC 2

Meeting: June 17, 2025
Title: Payment of Demands
Presented by: Theresa Franke, Interim Director of Finance
Recommendation: Approve Payment of Demands in the amount of \$1,869,796.78.

EXECUTIVE SUMMARY/BACKGROUND:

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

Accounts Payable Warrants May 16, 2025 – May 29, 2025

CITY checks/EFTs	\$ 639,431.40
CITY payroll	\$ 1,178,591.84
CITY voids	\$ (9,719.84)
Worker's Comp	\$ 61,222.50
	<u>\$ 1,869,525.90</u>
SACRA checks/EFTs	\$ 25.98
SACRA payroll	\$ 244.90
	<u>\$ 270.88</u>
TOTAL checks/EFTs	<u><u>\$ 1,869,796.78</u></u>

DISCUSSION:

The attached reports have been reviewed by the Interim Director of Finance.

FISCAL IMPACT:

Sufficient funding is available and the related costs are included in the Fiscal Year 24/25 budget.

Respectfully submitted,

Theresa Franke
Interim Director of Finance

CITY OF COVINA
Check Register
May 16, 2025 - May 29, 2025

Check #	Check Date	Vendor	Name	Amount
6020	05/22/2025	4003	MidAmerica	1,906.90
20968	05/22/2025	487	CalPERS	95,803.95
20969	05/22/2025	788	COVINA, CITY OF	49,922.06 *
20970	05/22/2025	789	COVINA-FSA, CITY OF	1,590.82
20971	05/22/2025	2033	NATIONWIDE RETIREMENT SOLUTIONS	30,653.39
			subtotal EFT/wires/direct deposits	179,877.12
			Internal transfers - workers comp allocation - no net cash effect	(49,922.06) *
			subtotal EFT/wires/direct deposits less Internal Transfers	\$129,955.06
126411	05/21/2025	58	ADVANTAGE	13,541.11
126412	05/21/2025	84	AIRGAS-WEST	301.61
126413	05/21/2025	113	ALL CITY MANAGEMENT SVC	15,561.15
126414	05/21/2025	219	AT&T	67.69
126415	05/21/2025	239	AUTOZONE INC	88.55
126416	05/21/2025	568	CAT SPECIALTIES INC	878.47
126417	05/21/2025	649	CINTAS CORP #693	389.63
126418	05/21/2025	653	CITRUS AUTO UPHOLSTERY	173.15
126419	05/21/2025	796	CPRS DISTRICT 13	203.84
126420	05/21/2025	849	DAPEER ROSENBLIT & LITVAK LLP	3,552.15
126421	05/21/2025	878	DELTA DENTAL OF CALIFORNIA	122.02
126422	05/21/2025	970	EDISON CO	2,665.50
126423	05/21/2025	1055	FEDEX	25.74
126424	05/21/2025	1156	THE GAS COMPANY	2,565.02
126425	05/21/2025	1204	GOLDEN STATE WATER COMPANY	565.47
126426	05/21/2025	1235	GRAINGER	1,470.43
126427	05/21/2025	1352	HINDERLITER DELLAMAS & ASSOC	15,881.65
126428	05/21/2025	1361	HOLLIDAY ROCK CO INC	830.76
126429	05/21/2025	1505	JOHNNY'S POOL SERVICE	508.23
126430	05/21/2025	1646	LANGUAGE LINE SERVICES INC	16.92
126431	05/21/2025	1694	LEWIS ENGRAVING INC	46.41
126432	05/21/2025	1933	MISSION LINEN SUPPLY	22.77
126433	05/21/2025	2027	NAPA AUTO PARTS	272.91
126434	05/21/2025	2345	QUILL	136.83
126435	05/21/2025	2415	REPUBLIC MASTER CHEFS	231.37
126436	05/21/2025	2444	RIO HONDO COLLEGE	400.00
126437	05/21/2025	2619	SGV EXAMINER	209.00
126438	05/21/2025	2620	SOUTHERN CALIFORNIA NEWS GROUP	696.15
126439	05/21/2025	2705	SOUTH COAST AQMD	167.47
126440	05/21/2025	2711	SOUTHEAST CONSTRUCTION PRODUCTS - COVINA	342.99
126441	05/21/2025	2743	STATE CONTROLLER'S OFFICE	14.22
126442	05/21/2025	2775	SUPERB GRAPHICS INC	177.60
126443	05/21/2025	2852	THREE VALLEY MUN WATER DISTR	6,564.10
126444	05/21/2025	2966	V & V MANUFACTURING	518.02
126445	05/21/2025	3001	VERIZON WIRELESS	6,048.73
126446	05/21/2025	3004	VICTORY EXTERMINATING INC	160.00
126447	05/21/2025	3052	WATERLINE TECHNOLOGIES INC	12,270.25
126448	05/21/2025	3152	YWCA	254.98
126449	05/21/2025	3274	WILLDAN	3,297.00
126450	05/21/2025	3749	JCL TRAFFIC SERVICES	730.96
126451	05/21/2025	3964	RED WING BUSINESS ADVANTAGE ACCOUNT	300.00
126452	05/21/2025	3988	LANDSCAPE WAREHOUSE III	499.58
126453	05/21/2025	4249	H.Q. ENTERPRISES	1,722.21
126454	05/21/2025	4279	BOSS JANITORIAL SERVICES	11,736.63

CITY OF COVINA
Check Register
May 16, 2025 - May 29, 2025

Check #	Check Date	Vendor	Name	Amount
126455	05/21/2025	4332	ERIC ARROYO	1,350.00
126456	05/21/2025	4379	789, Inc.	3,500.00
126457	05/21/2025	4389	EMPLOY AMERICA	2,580.00
126458	05/21/2025	4455	FRONTIER	1,603.01
126459	05/21/2025	4688	PCAM, LLC	23,702.84
126460	05/21/2025	4704	S & J Supply Company, Inc.	492.17
126461	05/21/2025	4710	Fidelity Security Life Insurance Company	8.62
126462	05/21/2025	4764	UniFirst Corporation	464.34
126463	05/21/2025	4784	Apollo Wood Recovery, Inc.	208.80
126464	05/21/2025	4813	JOHNSON CONTROLS FIRE PROTECTION LP	2,843.12
126465	05/21/2025	4817	Weck Analytical Environmental Services, Inc.	168.00
126466	05/21/2025	4885	ELIE FARAH	10,410.00
126467	05/21/2025	4925	Humane Society of Pomona Valley, Inc.	25,037.58
126468	05/21/2025	5038	EC AND ASSOCIATES ENGINEERING INC.	62,300.00
126469	05/21/2025	5052	SKY JTC CORPORATION	21,828.15
126470	05/21/2025	5221	GPS VEHICLE TRACKING SOLUTIONS	499.00
126471	05/21/2025	5225	FITNESS REPAIR SHOP INC	250.00
126472	05/21/2025	5228	ODP BUSINESS SOLUTIONS, LLC	168.04
126473	05/21/2025	5269	CONTROL AIR ENTERPRISES LLC.	193.00
126474	05/21/2025	5291	AMAZON CAPITAL SERVICES, INC	187.90
126475	05/21/2025	5371	LAUGH FACTORY COVINA LLC	1,700.00
126476	05/21/2025	5412	COVINA ANIMAL HOSPITAL	62.80
126477	05/21/2025	5508	ROADLINE PRODUCTS INC USA	1,278.76
126478	05/21/2025	5510	ELDORADO WALL COMPANY INC	14,830.00
126479	05/21/2025	5553	SOUTHERN TIRE MART LLC	765.99
126480	05/21/2025	5616	BBR ATHLETICS INC	3,332.29
126481	05/21/2025	5619	TRADEWAY GLASS COMPANY	1,253.96
126482	05/21/2025	5629	MINUTEMAN PRESS COVINA	143.42
126483	05/21/2025	5657	LUISMAN CASEROS	6,500.00
126484	05/21/2025	5658	SAN GABRIEL VALLEY FOUNDATION FOR ECONOMIC GROWTH	1,500.00
126485	05/21/2025	5659	GABRIEL GONZALEZ	900.00
126486	05/21/2025	99999	ADRIAN HUERTA	3,000.00
126487	05/21/2025	99999	EDUARDO LOMELI	25.99
126488	05/21/2025	99999	HUNG LU	77.00
126489	05/21/2025	99999	LUISA N MARTINEZ	53.12
126490	05/21/2025	99999	ROSIE GUERRERO	247.22
126491	05/21/2025	99999	ULRICH RAMIREZ	265.13
126492	05/22/2025	68	AFLAC ACCT# YQ792 WORLDWIDE HEADQUARTERS	4,629.67
126493	05/22/2025	69	AFSCME District Council 36	687.50
126494	05/22/2025	775	COVINA POLICE ASSOCIATION	2,650.00
126495	05/22/2025	878	DELTA DENTAL OF CALIFORNIA	9,456.55
126496	05/22/2025	3795	PRE-PAID LEGAL SERVICES, INC	155.48
126497	05/22/2025	3846	CLEA	1,024.00
126498	05/22/2025	4255	RELIASTAR LIFE INSURANCE COMPANY	4,844.35
126499	05/22/2025	4710	Fidelity Security Life Insurance Company	1,015.62
126500	05/29/2025	219	AT&T	548.35
126501	05/29/2025	254	AZUSA LIGHT & WATER	52.28
126502	05/29/2025	471	CALBO	340.00
126503	05/29/2025	477	STATE OF CA	1,963.00
126504	05/29/2025	649	CINTAS CORP #693	389.63
126505	05/29/2025	783	CITY OF COVINA WATER	183.06
126506	05/29/2025	970	EDISON CO	3,143.41

CITY OF COVINA
Check Register
May 16, 2025 - May 29, 2025

Check #	Check Date	Vendor	Name	Amount
126507	05/29/2025	970	EDISON CO	1,192.95
126508	05/29/2025	1156	THE GAS COMPANY	25.85
126509	05/29/2025	1241	GRAND PRINTING	698.99
126510	05/29/2025	1612	LA CNTY DEPT OF PUBLIC WORKS	4,333.41
126511	05/29/2025	1619	LA CNTY SHERIFF'S DEPT	373.30
126512	05/29/2025	1633	LACPCA	300.00
126513	05/29/2025	1707	LIEBERT CASSIDY WHITMORE	5,679.00
126514	05/29/2025	1747	LOS ANGELES PHILHARMONIC	2,084.75
126515	05/29/2025	1792	MANNING & KASS	75,272.23
126516	05/29/2025	1933	MISSION LINEN SUPPLY	22.77
126517	05/29/2025	2238	PEST OPTIONS INC	1,075.00
126518	05/29/2025	2415	REPUBLIC MASTER CHEFS	203.63
126519	05/29/2025	2711	SOUTHEAST CONSTRUCTION PRODUCTS - COVINA	370.38
126520	05/29/2025	2736	STAPLES BUSINESS ADVANTAGE	891.57
126521	05/29/2025	2855	CHARTER COMMUNICATION	135.00
126522	05/29/2025	3163	GENTRY BROTHERS INC	7,475.00
126523	05/29/2025	3185	TOSHIBA FINANCIAL SERVICES	1,625.18
126524	05/29/2025	3274	WILLDAN	2,760.00
126525	05/29/2025	3988	LANDSCAPE WAREHOUSE III	160.87
126526	05/29/2025	4065	VERIZON BUSINESS SERVICES	1,890.65
126527	05/29/2025	4201	OFFICE TEAM - A ROBERT HALF COMPANY	1,060.16
126528	05/29/2025	4455	FRONTIER	231.06
126529	05/29/2025	4764	UniFirst Corporation	414.22
126530	05/29/2025	4833	Michael R. Hillmann	2,340.00
126531	05/29/2025	4854	CEJ Engineers, Inc.	38,485.00
126532	05/29/2025	5117	Steam It All LLC	620.00
126533	05/29/2025	5213	TANGLED WEB SOLUTIONS: INVESTIGATIONS	3,800.00
126534	05/29/2025	5280	ALDERMAN & HILGERS LLP	4,971.75
126535	05/29/2025	5291	AMAZON CAPITAL SERVICES, INC	411.78
126536	05/29/2025	5293	CLIPA, LLC	9,828.78
126537	05/29/2025	5306	CHARTER OAK HIGH	90.00
126538	05/29/2025	5328	PUBLIC AGENCY RISK MANAGEMENT ASSOCIATION	300.00
126539	05/29/2025	5336	ABI DOCUMENT SUPPORT SERVICES LLC	969.88
126540	05/29/2025	5354	MALLORY SAFETY & SUPPLY LLC	263.40
126541	05/29/2025	5531	CU TECHNOLOGY LLC / ACORN TECHNOLOGY SERVICES	4,050.00
126542	05/29/2025	5575	LINCO PICTURE FRAMING INC	228.56
126543	05/29/2025	5607	ACLARA TECHNOLOGIES LLC	60.78
126544	05/29/2025	5663	CHINO POLICE OFFICERS FOUNDATION	1,250.00
126545	05/29/2025	99999	ADRIAN HUERTA	1,000.00
126546	05/29/2025	99999	JOANNA ESPINOSA	92.29
126547	05/29/2025	99999	LILIA ROBERTSON	160.00
126548	05/29/2025	99999	MARCENIA LUGO	643.90
126549	05/29/2025	99999	RACHA ZEITOUN	71.82
126550	05/29/2025	99999	RAMON MARQUEZ	155.89
126551	05/29/2025	99999	ROBERT PORIER	390.10
			subtotal checks	\$ 509,502.32
118367	10/04/2023	5423	SUSAN T SCHOCK	(100.80)
118908	11/09/2023	69	AFSCME District Council 36	(767.72)
119055	11/22/2023	69	AFSCME District Council 36	(744.80)
119660	01/10/2024	99999	INFINITY ENERGY	(323.32)
119855	01/24/2024	99999	PATRICK WU	(63.70)
120163	02/14/2024	99999	COOKIE CUTTER KINGDOM LLC	(57.73)

CITY OF COVINA
Check Register
May 16, 2025 - May 29, 2025

Check #	Check Date	Vendor	Name	Amount
120174	02/14/2024	99999	JAVIER PUGA	(60.00)
120355	02/29/2024	99999	JISELLE ACOSTA	(41.29)
120367	02/29/2024	99999	ZHIYA DING	(78.56)
120464	03/06/2024	99999	ANA JOVEL	(80.00)
120649	03/20/2024	99999	OLIVARES, BERENICE	(89.41)
120719	03/27/2024	99999	DOMANICK GALINDO	(110.00)
120722	03/27/2024	99999	INFINITY ASSETS COVINA LLC	(390.00)
120729	03/27/2024	99999	MARIA DEL VALLE	(80.00)
120851	04/03/2024	99999	ANNMARIE SMITH	(80.00)
120963	04/10/2024	99999	JONATHAN HARRIS	(85.77)
121148	04/24/2024	99999	GEORGE SABBAGH	(20.00)
121151	04/24/2024	99999	MINA HABIB	(80.00)
121808	06/13/2024	99999	CLAUDINE MEDINA	(71.36)
121874	06/19/2024	99999	KYLE WEBB	(64.66)
121992	06/27/2024	99999	INVESTORS TRUST REALITY GROUP, INC	(750.00)
121994	06/27/2024	99999	MERITAGE HOMES OF CALIFORNIA	(750.00)
122082	07/03/2024	5423	SUSAN T SCHOCK	(159.60)
122328	07/25/2024	767	COVINA DOWNTOWN ASSOCIATION	(375.00)
122424	07/25/2024	99999	WILLIAM LOUIS MCINTYRE JR	(62.70)
122771	08/15/2024	99999	BIBERIAN, AVEDIS	(71.36)
122773	08/15/2024	99999	BRIANNA SALAZAR	(80.00)
122774	08/15/2024	99999	CADEN MARTIN	(80.00)
122932	08/29/2024	99999	ALEC COVEY	(58.21)
123194	09/19/2024	99999	DANIEL LUSK	(20.07)
123317	09/26/2024	99999	ELCC LLC	(426.25)
123426	10/03/2024	99999	JACK & LOIS SWITZER TRUST	(17.88)
123864	10/30/2024	99999	HEATHER ABNEY	(29.96)
123874	10/30/2024	99999	RAUL LINARES	(19.69)
124020	11/13/2024	99999	ARACELI MALDONADO	(400.00)
124145	11/21/2024	99999	CHRISTIAN CERMENO	(30.00)
126486	05/21/2025	99999	ADRIAN HUERTA	(3,000.00)
subtotal voids				(9,719.84)
payroll (05/22/25)				\$ 1,178,836.74
workers' compensation				\$ 61,222.50
TOTAL checks/EFTs				\$1,869,796.78



CC Regular Meeting

AGENDA ITEM REPORT

ITEM NO. CC 3

Meeting: June 17, 2025

Title: A Resolution Replacing the 2025-29 Capital Improvement Program ("CIP") as Part of the 2024 Development Impact Fee ("DIF") Nexus Study, with the 2026-30 CIP due to New Projects Identified and Proposed to be Partially Funded through DIFs

Presented by: Daniella Andrade, Senior Management Analyst

Recommendation: Adopt Resolution CC 2025-65 Amending Exhibit B of Resolution CC 2024-57, by reference, replacing the previously adopted Fiscal Year 2025-2029 CIP with the recently adopted Fiscal Year 2026-2030 CIP due to the identification of one (1) new project "Alleyway Roadway Construction Project" proposed to be partially funded through DIFs and two (2) estimated start year to modifications, adjusting start year to FY26/27 for the "City Hall and Public Works Yard Master Plan and Design Project" and "Expansion of Citywide Public Safety Camera and Surveillance System Project".

EXECUTIVE SUMMARY/BACKGROUND

Under the California Mitigation Fee Act "MFA" (Government Code Section 66000, *et seq.*), a city may impose development impact fees on new developments on the basis that additional development generates an additional need for public facilities and services, including but not limited to parkland and community centers, Fire and Police services, and transportation facilities. For large jurisdictions, all development impact fee-funded capital projects should be programmed through the local agency's Capital Improvement Plan or Program "CIP" (Gov. Code Section 66016.5(a)(6)). By maintaining and programming a CIP, the city ensures a reasonable relationship between new development and the use of the fee as required by the MFA (Gov. Code Section 66001(a)(2)).

In July 2024, the Covina City Council adopted Resolution CC 2024-57, adopting the 2024 Development Impact Fee Nexus Study, Impact Fee Schedule, and, as part, the 2025-2029 Covina CIP as "Exhibit B" to that Resolution. Section 5 of the adopted Resolution requires an amendment if any subsequent CIPs identify new projects or changes to projects that are proposed to be partially funded through Development Impact Fees. The 2026-2030 Capital Improvement Program, adopted by the City Council on May 6, 2025, includes one new project, "Alleyway Roadway Construction Project", proposed to be partially funded through Transportation Impact Fees with an anticipated start in FY 2026. As such, the attached Resolution will serve to update the CIP document with this addition and amend anticipated start timeframes for other proposed capital improvements.

FISCAL IMPACT:

The action to amend Exhibit "B", CIP, from the originally adopted Resolution CC 2024-57 has no fiscal impact. Rather, the amendment helps to ensure the city's compliance with the Mitigation Fee Act and maintain transparent practices with regard to the management of DIFs. Revenues generated through the collection of Development Impact fees are set aside in restricted accounts and are only used for Capital Improvement Projects that increase the City's capacity to serve the public and may not be used to fund existing deficiencies.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

This action is not a project within the meaning of Section 15378 of the State of California Environmental Quality Act ("CEQA") Guidelines because it has no potential to result in a physical change in the environment, directly or indirectly.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Daniella Andrade".

Daniella Andrade
Senior Management Analyst

RESOLUTION CC 2025-65

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, REPLACING THE “2025-2029 CAPITAL IMPROVEMENT PROGRAM” WITH THE “2026-2030 CAPITAL IMPROVEMENT PROGRAM”, AS PART OF THE 2024 DEVELOPMENT IMPACT FEE NEXUS STUDY (ORIGINALLY ADOPTED UNDER RESOLUTION CC 2024-57), AND DETERMINING THE ACTION AS EXEMPT UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

WHEREAS, residential, commercial, and industrial growth within the City of Covina creates an ever-increasing need for new street, traffic, police, fire, general government, park, library, and other public infrastructure facilities and improvements (“Public Facilities/Improvements”) throughout the City to meet the demand of new development and continue providing those high-quality public services expected by persons who live and work within the City; and

WHEREAS, the City Council finds that the purpose of impact fees is to protect the public health, safety, and welfare by requiring new development to contribute to the cost of public facilities needed to mitigate the impacts of new development on the need for public facilities; and

WHEREAS, on July 16, 2024, the City Council, at a duly noticed public hearing, adopted Resolution CC 2024-57, adopting the 2024 Development Impact Fee Nexus Study, the FY2024/25 Development Impact Fee Schedule, and, the 2025-2029 Covina Capital Improvement Program as part of the nexus study; and

WHEREAS, on May 6, 2025, the City Council adopted Resolution CC 2025-38, adopting the FY25/26 Capital Improvement Program and the 5-Year 2026-2030 Capital Improvement Program; and

WHEREAS, under Section 7 of Resolution CC 2024-57 entitled “Adoption of a Capital Improvement Program”, the it is required that any subsequent City Capital Improvement Program that identifies new projects or changes to projects that are proposed to be partially funded through Development Impact Fees will require an amendment of Exhibit B “Capital Improvement Program”; and

WHEREAS, the FY25-26 Capital Improvement Program and 5-Year 2026-2030 Capital Improvement Program identifies one new project proposed to be funded through Development Impact Fees, and also presents minor updates to fiscal year start dates for two projects previously identified within the 5-Year 2025-2029 Capital Improvement Program and identified in the 5-Year 2026-2030 Capital Improvement Program.

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

SECTION 1. The City Council hereby adopts the findings outlined in the Recitals above.

ATTACHMENT A

SECTION 2. CEQA. The approval of the Capital Improvement Program associated with the Nexus Study was reviewed following the criteria contained in the California Environmental Quality Act (“CEQA”) and the State CEQA Guidelines. The City Council finds that approval to Repeal and Replace Exhibit B “2025-2029 Capital Improvement Program” with the “2026-2030 City of Covina Capital Improvement Program” attached hereto as Exhibit A, will not have a significant impact on the environment and are exempt from CEQA under Section 15061(b)(3) of State CEQA Guidelines because the Capital Improvement Program is a prioritizing and funding allocation program and cannot and does not have the potential to cause a significant effect on the environment. No physical activity will occur until all required environmental review is conducted at the time the physical improvements prioritized in the Capital Improvement Program are undertaken at a future, unspecified date. Therefore, the approval and adoption of the Capital Improvement Program associated with the Nexus Study does not have the potential for causing a significant effect on the environment. Furthermore, approval of the Capital Improvement Program associated with the Nexus Study, is exempt from the requirements of CEQA under State CEQA Guidelines Section 15378(b)(4) because the Capital Improvement Program is not a “project” as defined by CEQA, but involves the creation of government funding mechanisms or other government fiscal activities that do not involve any commitment to any specific project that may result in a potentially significant physical impact on the environment.

SECTION 3. Amendment of Exhibit B to Resolution 2024-57 CC. “Adoption of a Capital Improvement Program”. The City Council hereby repeals and replaces the previously adopted 2025-2029 Capital Improvement Program with the 2026-2030 5-year Capital Improvement Program attached hereto as **Exhibit “A”** and incorporated by this reference, as a part of the Nexus Study. Consistent with Section 7 of Resolution 2024-57 CC, Subsequent 5-year Capital Improvement Programs, which identify new projects or changes to previously identified projects that are proposed to be partially funded out of Development Impact Fee funding, will require further amendment of Exhibit B.

SECTION 4. Severability. If any section, subsection, clause or phrase of this Resolution is for any reason held to be unconstitutional, or otherwise invalid, such decision shall not affect the validity of the remaining sections hereof. The City Council hereby declares that it would have passed this Resolution and each section, subsection, clause and phrase hereof irrespective of the fact that any one or more other sections, subsections, clauses or phrases be declared invalid.

SECTION 5. Certification. The City Clerk shall certify as to the adoption of this resolution.

APPROVED and PASSED this 17th day of June, 2025.

City of Covina, California

BY: _____
VICTOR LINARES, Mayor

ATTEST:

FABIAN VELEZ, Chief Deputy City Clerk

CERTIFICATION

I, Fabian Velez, Chief Deputy City Clerk of the City of Covina, do hereby certify that Resolution CC 2025-65 was duly adopted by the City Council of the City of Covina at a regular meeting held on the 17th day of June, 2025, by the following vote:

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

Dated:

FABIAN VELEZ, Chief Deputy City Clerk

Exhibit A



CITY OF COVINA CAPITAL IMPROVEMENT PROGRAM FISCAL YEARS 2026-2030								
Item	Project Title	Project Location	Funding Source ⁽¹⁾	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
ENGINEERING								
1	Street Residential Resurfacing Project	City-Wide	Measure M, Measure R, Sewer		\$ 800,000	\$ 800,000	\$ 800,000	\$ 800,000
2	Barranca Avenue & Covina Boulevard Resurfacing Project	From Workman Avenue to Cypress Street & Fairvale Avenue to Barranca Avenue	SB-1	\$ 1,735,597				
3	San Bernardino Road Resurfacing Project	From Citrus Avenue to Grand Avenue	SB-1		\$ 1,300,000			
4	San Bernardino Road Resurfacing Project	From Lark Ellen Avenue to Vincent Avenue	Prop C		\$ 1,000,000			
5	San Bernardino Road Resurfacing Project	From Azusa Avenue to Lark Ellen Avenue	Prop C	\$ 1,200,000				
6	HAWK Traffic Beacon Project	Citrus Avenue & Benbow Street	Prop C	\$ 250,000				
7	East San Gabriel Valley Safe and Active Streets Connectivity Project	Badillo Street from Glendora Avenue to ECL and Reeder Avenue from Badillo Street to Puente Street	Grants	\$ 3,000,000				
8	Alleyway Roadway Construction Project	Covina Recreation Village	Measure M, Sewer, Impact Fees - Streets	\$ 864,700				
9	Traffic Signal Battery Backup Project	City-Wide	Prop C	\$ 300,000				
10	City-Wide Facilities Improvements Project	City-Wide	Measure R, Measure W	\$ 452,253				
11	Hollenbeck Avenue Resurfacing Project	From SCL to NCL	SB1			\$ 1,300,000		
12	Glendora Avenue Resurfacing Project	From Badillo Street to NCL	SB1				\$ 1,300,000	
13	Vincent Avenue Rehabilitation Project	From Badillo Street to Northerly City Limit	Prop C					\$ 1,500,000
14	Pavement Management Program	City-Wide	Measure R	\$ 70,000		\$ 75,000		\$ 75,000
15	City-Wide Alleyway Resurfacing Project	City-Wide	Gas Tax		\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000
16	Miscellaneous Concrete Repair Project	City-Wide	Gas Tax, Measure M	\$ 243,544	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000
17	Traffic Calming Improvements Project	City-Wide	Measure R	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000



CITY OF COVINA CAPITAL IMPROVEMENT PROGRAM FISCAL YEARS 2026-2030								
Item	Project Title	Project Location	Funding Source ⁽¹⁾	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
ENGINEERING								
18	Traffic Signal Installation Project	San Bernardino Road and Prospero Drive	Measure M & R, Sewer, Water		\$ 1,200,000			
19	Tree Planting Project	City-Wide	Environmental	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000
	Total			\$ 8,266,094	\$ 4,750,000	\$ 2,625,000	\$ 2,550,000	\$ 2,825,000



CITY OF COVINA CAPITAL IMPROVEMENT PROGRAM FISCAL YEARS 2026-2030								
Item	Project Title	Project Location	Funding Source ⁽¹⁾	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
WATER								
20	Edna Place Pipe Improvements Project	Grand Avenue to Barranca Avenue	Water					\$ 6,000,000
21	Navilla Place and Forestdale Avenue Main Replacement Project (Design Only)	Navilla Place & Forestdale Avenue	Water				\$ 5,000,000	
22	Fourth Avenue Water Main Replacement Project	From Badillo Street to San Bernardino Road	Water	\$ 1,300,000				
23	Cypress Avenue Water Main Replacement Project	From Citrus Avenue to Elspeth Avenue	Water	\$ 100,000		\$ 4,000,000		
24	CCTV Facilities Installation Project	Water Facility Sites	Water	\$ 100,000				
25	Rancho La Merced Water Improvement Project (Design Only)	Rancho La Merced	Water		\$ 100,000			
26	Water Master Plan & Rate Update	City-Wide	Water					
27	Hurst Tract Water Main Replacement Project	From Cypress Avenue to Covina Boulevard and Grand Avenue to Brightview Drive	Water		\$ 1,500,000			
28	Loma Vista St & Orange Circle Water Main Replacement Project	Loma Vista St/Orange Circle	Water			\$ 750,000		
29	San Joaquin Road and Rambling Road Main Replacement	From Covina Hills to Navilla Place	Water				\$ 4,000,000	
	Total			\$ 1,500,000	\$ 1,600,000	\$ 4,750,000	\$ 9,000,000	\$ 6,000,000



CITY OF COVINA CAPITAL IMPROVEMENT PROGRAM FISCAL YEARS 2026-2030								
Item	Project Title	Project Location	Funding Source ⁽¹⁾	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
PARKS AND RECREATION								
30	Covina Park Tennis Court Renovation	Covina Park	Measure CC		\$ 350,000			
31	Covina Park Aquatic Center Project (Design & Specs Only)	Covina Park	Measure CC		\$ 200,000	\$ 1,000,000		
32	Sunkist Park Urban Greening Revitalization Project	Sunkist Park	Grants	\$ 2,500,000				
33	Hollenbeck Park Restroom Renovation Project	Hollenbeck Park	Water, Sewer	\$ 350,000				
34	Covina Park Shelter Replacement Project	Covina Park	LMIH Bond Funds	\$ 129,000				
35	Covina Park Bandshell Replacement Project	Covina Park	LMIH Bond Funds, Measure CC, Measure A		\$ 200,000			
36	Wingate Park Hockey Rink & Pickleball Construction Project	Wingate Park	TBD					
37	Covina Park & Wingate Park Restroom Renovation Project	Covina Park & Wingate Park	Water, Sewer, Measure CC			\$ 600,000		
38	Covina Park Pool Resurfacing Project	Covina Park	TBD					
39	Covina Park Softball Field Renovation Project	Covina Park	TBD					
Total				\$ 2,979,000	\$ 750,000	\$ 1,600,000	\$ -	\$ -



CITY OF COVINA CAPITAL IMPROVEMENT PROGRAM FISCAL YEARS 2026-2030								
Item	Project Title	Project Location	Funding Source ⁽¹⁾	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
FACILITIES								
40	City Facility Renovation Project	City-Wide	Measure CC		\$ 200,000	\$ 100,000	\$ 100,000	
41	PD Generator Installation Project	Police Department	Building Maintenance		\$ 500,000			
42	Covina Police Communications and RealTime Watch Center	Police Department	TBD, Impact Fees - PD		TBD			
43	Covina Recreation Village Project	Vita Pakt	Measure W, Grants, Impact Fees - Library, Impact Fees - Park Fac		TBD			
Total				\$ -	\$ 700,000	\$ 100,000	\$ 100,000	\$ -



CITY OF COVINA CAPITAL IMPROVEMENT PROGRAM FISCAL YEARS 2026-2030								
Item	Project Title	Project Location	Funding Source ⁽¹⁾	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
SEWER								
44	City Wide Manhole Lining Project	City-Wide	Sewer	\$ 175,000	\$ 175,000	\$ 175,000	\$ 175,000	\$ 175,000
45	Sewer Main Replacement Project	City-Wide	Sewer		\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000
46	Sewer Relief Line Project	City-Wide	Sewer	\$ 1,000,000				
	Total			\$ 1,175,000	\$ 275,000	\$ 275,000	\$ 275,000	\$ 275,000



CITY OF COVINA CAPITAL IMPROVEMENT PROGRAM FISCAL YEARS 2026-2030								
Item	Project Title	Project Location	Funding Source ⁽¹⁾	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
TRANSPORTATION								
47	Bus Shelter Installation Project	City Wide	Prop A	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	
	Total			\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ -



CITY OF COVINA CAPITAL IMPROVEMENT PROGRAM FISCAL YEARS 2026-2030								
Item	Project Title	Project Location	Funding Source ⁽¹⁾	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
ENVIRONMENTAL								
48	Trash Enclosure Project	City-Wide	Environmental	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000
49	Frontage Median Bioswale Installation Project	City-Wide	Measure W		\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000
	Total			\$ 150,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000



CITY OF COVINA CAPITAL IMPROVEMENT PROGRAM FISCAL YEARS 2026-2030								
Item	Project Title	Project Location	Funding Source ⁽¹⁾	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
COVINA THEATER								
50	Downtown Restaurant Improvements Project	100 N. Citrus Avenue	Building Maintenance		TBD			
51	100-112 N. Citrus Avenue HVAC Replacement Project	100-112 N. Citrus Avenue	Energy Grant/Covina Theater		\$ 500,000			
52	Covina Theater - Lincoln Box Replacement Project	104 N. Citrus Avenue	Covina Theater			\$ 500,000		
Total				\$ -	\$ 500,000	\$ 500,000	\$ -	\$ -



CITY OF COVINA CAPITAL IMPROVEMENT PROGRAM FISCAL YEARS 2026-2030								
Item	Project Title	Project Location	Funding Source ⁽¹⁾	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
COMMUNITY DEVELOPMENT								
53	Royal Oak Middle School Playground & Ballfields Construction Project	303 Glendora Avenue	TBD		\$ 1,000,000			
54	Navigation Center	Navigation Center	Prop C/Sewer/Water		\$ 1,000,000			
Total				\$ -	\$ 2,000,000	\$ -	\$ -	\$ -



CITY OF COVINA CAPITAL IMPROVEMENT PROGRAM FISCAL YEARS 2026-2030								
Item	Project Title	Project Location	Funding Source ⁽¹⁾	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
IMPACT FEES - GENERAL GOVERNMENT								
55	City Hall & PW Yard Master Plan & Design Project	City Hall & Public Works Yard	Impact Fees - Gen Govt		TBD			
	Total			\$ -	\$ -	\$ -	\$ -	\$ -



CITY OF COVINA CAPITAL IMPROVEMENT PROGRAM FISCAL YEARS 2026-2030								
Item	Project Title	Project Location	Funding Source ⁽¹⁾	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
IMPACT FEES - LIBRARY								
56	Covina Recreation Village Project - Furniture, Fixtures & Equipment	Covina Recreation Village	Impact Fees - Library		\$ 210,484			
	Total			\$ -	\$ 210,484	\$ -	\$ -	\$ -



CITY OF COVINA CAPITAL IMPROVEMENT PROGRAM FISCAL YEARS 2026-2030								
Item	Project Title	Project Location	Funding Source ⁽¹⁾	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
IMPACT FEES - POLICE DEPARTMENT								
57	Expansion of City-Wide Public Safety Cameras & Surveillance Project	Police Department	Impact Fees - PD, Measure CC		\$ 50,000			
58	PD Parking Lot Security Enhancement Project	Police Department	Impact Fees - PD, Grants, Measure CC			\$ 75,000		
Total				\$ -	\$ 50,000	\$ 75,000	\$ -	\$ -



CITY OF COVINA CAPITAL IMPROVEMENT PROGRAM FISCAL YEARS 2026-2030								
Item	Project Title	Project Location	Funding Source ⁽¹⁾	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
IMPACT FEES - PARK FACILITIES								
59	Park Master Plan Analysis Project	City-Wide	Impact Fees - Park Fac					\$ 27,273
Total				\$ -	\$ -	\$ -	\$ -	\$ 27,273



CITY OF COVINA CAPITAL IMPROVEMENT PROGRAM FISCAL YEARS 2026-2030								
Item	Project Title	Project Location	Funding Source ⁽¹⁾	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
IMPACT FEES - STREETS								
60	TS Upgrade - 2nd Ave & College Street	2nd Ave/College Street	Impact Fees - Streets		TBD			
61	TS Modification - Citrus Avenue/Cypress Street Project	Citrus Avenue/Cypress Street	Prop C, Impact Fees - Streets			\$ 900,000		
62	TS Installation - Prospero Drive/San Bernardino Road Project	Prospero Drive/San Bernardino Road	Prop C, Impact Fees - Streets				\$ 1,500,000	
63	TS Modification - San Bernardino Road/Grand Avenue	San Bernardino Road & Grand Avenue	Prop C, Grants, Impact Fees - Streets					\$ 1,000,000
Total				\$ -	\$ -	\$ 900,000	\$ 1,500,000	\$ 1,000,000



CITY OF COVINA CAPITAL IMPROVEMENT PROGRAM FISCAL YEARS 2026-2030								
Item	Project Title	Project Location	Funding Source ⁽¹⁾	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
IMPACT FEES - FIRE								
64	LA County Fire Department - Building Expansion Study Due to Growth	Various LACFD Sites - Owned by the City of Covina	Impact Fees - Fire					\$ 115,353
	Total			\$ -	\$ -	\$ -	\$ -	\$ 115,353

Grand Total \$ 14,170,094 \$ 11,335,484 \$ 11,325,000 \$ 13,925,000 \$ 10,642,626



CC Regular Meeting

AGENDA ITEM REPORT

Meeting: June 17, 2025
Title: Second Amendment to Professional Services Agreement with Interwest Consulting Group
Presented by: Brian K. Lee, AICP, Deputy City Manager/Director of Community Development
Recommendation: Approve Second Amendment to Professional Services Agreement with Interwest Consulting Group for Specialized Community Development and Planning Services.

EXECUTIVE SUMMARY/DISCUSSION:

On July 26, 2022, the City Council approved a Professional Services Agreement (Agreement) for Interwest Consulting Group (Interwest) to provide specialized Planning and Community Development consulting services. The approved Agreement was for two years with an option of two one-year extensions, and the approved contract amount was not to exceed \$400,000. The Agreement was amended on July 2, 2024, increasing the compensation limit to \$500,000 and extending the agreement term to July 2025. At this time, staff is requesting Council approval of the Second Amendment to the Agreement, which will extend the agreement to July 2026 and amending the compensation limit to \$700,000 to allow for the completion of the Comprehensive Zoning Code Update Project and Rezoning & General Plan Alignment Project, and, to allow for continued on call support to the Community Development Department.

The scope of services under the professional services agreement includes assisting the Director in preparing new development standards, as needed; Carrying out high level and long range planning tasks such as updating and modernizing various Zoning code sections to comply with state law; support the division with the preparation of the Housing Element; provide project management for high-profile and complex development project applications; and, any other special planning/community development tasks as assigned by the Director of Community Development on occasion, the Planning Division may utilize on-call staffing to provide urgent staffing in the event of unforeseen staff vacancies.

FISCAL IMPACT:

Interwest Consulting Group's specialized services are included in the upcoming Fiscal Year 2025-2026 Operating Budget (\$165,000 budgeted under Planning Consulting account 1010-4010-51005, the remainder would be paid from customer deposit accounts and/or salary savings). The compensation limit also allows capacity to provide immediate staff coverage in the event of a long-term vacancy or staff shortage. In those instances, the division may utilize salary savings to offset costs for additional services. Compensation to Interwest may also be offset through work assigned to Development projects, for which a development agreement or deposit is created for actual services rendered, and/or through grant funding, if applicable.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

Exempt.

Respectfully submitted,

Handwritten signature of Brian K. Lee in black ink.

Brian K. Lee, AICP
Deputy City Manager/Director of Community Development

Handwritten signature of Daniella Andrade in black ink.

Daniella Andrade
Senior Management Analyst

**SECOND AMENDMENT TO THE PROFESSIONAL
SERVICES AGREEMENT BETWEEN THE CITY OF
COVINA AND INTERWEST CONSULTING GROUP,
INC., FOR PLANNING CONSULTING SERVICES**

This Second Amendment is hereby entered into as of June 17, 2025, by and between the City of Covina, a municipal corporation (hereinafter referred to as “CITY”) and Interwest Consulting Group, Inc. a Colorado Corporation (hereinafter referred to as “Consultant”), concerning that Agreement for consultant services between the parties dated July 26, 2024. In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. This First Amendment is made concerning the following facts and purposes.
 - A. On July 19, 2022, the City and Consultant entered into a Professional Services Agreement for general community development and planning consultant services in the amount not to exceed \$400,000.
 - B. On July 2, 2024, the City and Consultant amended the Agreement, extending the term of Agreement to July 19, 2025 and amending the compensation limit to \$500,000.
 - C. The parties now desire to:
 1. Amend the compensation amount to \$700,000
 2. Extend the term of the agreement by one year, to July 19, 2026
2. Compensation.
 - A. Compensation. Compensation. As full compensation for the Consultant’s services provided under this Agreement, the City shall pay the Consultant a sum not to exceed Seven Hundred Thousand Dollars (\$700,000) (the “maximum compensation”), based on the hourly rates outlined 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.
3. Term of Agreement. The term of this Agreement shall be from the Effective Date through July 19, 2026, unless sooner terminated as provided in Section 13 of this Agreement. In no event shall the contract be extended beyond July 19, 2026.
4. Except for the changes specifically set forth herein, all other terms and conditions of this Agreement shall remain in full force and effect.

In witness whereof the parties have executed this Second Amendment on the date set forth above in the introductory clause.

City of Covina,
a California municipal corporation

Interwest Consulting Group, Inc.
a Colorado Corporation

By: _____
Chris Marcarello, City Manager

By: _____
Paul Meschino
President

By: _____
David Kniff
Executive Secretary

ATTEST:

Fabian Velez
Chief Deputy City Clerk



CC Regular Meeting

AGENDA ITEM REPORT

Meeting: June 17, 2025
Title: Professional Services Agreement with Evan Brooks Associates, Inc., for Grant Support Services
Presented by: Brian K. Lee, AICP, Deputy City Manager/Director of Community Development
Recommendation: Approve Professional Services Agreement with Evan Books Associates for an amount no-to-exceed \$75,000 for on-call grant supportive services.

EXECUTIVE SUMMARY:

Staff recommends entering into an Agreement with Evan Brooks Associates, Inc., a grant writing and strategic planning firm, to provide on-call grant supportive services in connection with various City projects and initiatives.

BACKGROUND/DISCUSSION:

EBA has maintained an excellent track record with the City of Covina in securing competitive funding for city-initiated projects. Examples include a \$4,000,000 Federal Appropriation for the Metrolink Access & Connectivity Project, a \$5,377,020 grant awarded by the California State Library for the Covina Recreation Village Project, \$319,151 awarded to develop the Covina Active Streets and Multi Modal Connectivity Plan, and a \$190,000 grant awarded for the Royal Oak Middle School Greening and Forestry Plan (Planning & Design Grant).

Grant-support services are provided on-call, as requested by the Community Development Department. Examples of services include assessing grant competitiveness and assisting with funding strategy for city-initiated projects, as well as providing targeted grant research for projects specifically identified by our personnel, such as the joint effort between the City and Charter Oak Unified to develop the Royal Oak Middle School Property for public access use. Other projects on the EBA radar include researching funding opportunities for the City's Recreation Village (Park, Library, and Gymnasium) Project and future Pedestrian Bridge access facility. EBA also provides the city with post-award support, for example, working directly with Caltrans to satisfy pre-award eligibility requirements for the Metrolink Access and Connectivity Project funding (post federal notice of award). It is anticipated that on-call supportive services will continue as the City explores new grant funding opportunities for projects identified in various city planning efforts, such as projects identified within the Covina Active Streets and Multi-Modal Connectivity Plan, or the City's 5-Year Capital Improvement Program.

FISCAL IMPACT:

Adequate appropriations for this item exist in the upcoming FY2025/26 budget (1010-4000-51005, Community Development – Administration and Planning Consulting).

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

This action is not a project within the meaning of Section 15378 of the State of California Environmental Quality Act ("CEQA") Guidelines because it has no potential to result in a physical change in the environment, directly or indirectly.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "B.K. Lee", written over a horizontal line.

Brian K. Lee, AICP
Deputy City Manager/Director of Community Development

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is dated June 17, 2025, (“Effective Date”) and is between the City of Covina, a California municipal corporation (“City”) and Evan Brooks Associates, Inc., a California Corporation (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

RECITALS

A. City desires to utilize the services of Consultant as an independent contractor to provide on call consultant services as noted in the Scope of Work and Fee Schedule in **Exhibit A**.

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 June 30, 2027, unless sooner terminated as provided in Section 14 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 June 30, 2029.

2. Compensation.

A. Compensation. As full compensation for Consultant’s services provided under this Agreement, City shall pay Consultant a sum not to exceed Seventy-Five Thousand Dollars (\$75,000) (the “maximum compensation”), based on the hourly rates outlined 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.

ATTACHMENT A

A. Scope of Services. Consultant shall perform the services described in the Scope of Services, attached as **Exhibit A**. 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 Melissa Sandoval, (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. Consultant shall determine the means, methods, and details by which Consultant's personnel will perform the services under this Agreement. Consultant shall be solely responsible for the satisfactory work performance of all personnel engaged in performing the services and compliance with the customary professional standards.

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 and not an employee of City. The personnel performing the services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Consultant shall 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. 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. Consultant and Consultant's personnel shall not supervise any of City's employees; and City's employees shall not supervise Consultant's personnel. Consultant's personnel shall not wear or display any City uniform, badge, identification number, or other information identifying such individual as an employee of City; and Consultant's personnel shall not use any City e-mail address or City telephone number in the performance of any of the services under this Agreement. Consultant shall acquire and maintain, at its sole cost and expense, such vehicles, equipment, and supplies as Consultant's personnel require to perform any of the services required by this Agreement. Consultant shall perform the services off of City premises at locations of Consultant's choice, except as otherwise may from time to time be necessary in order for

Consultant's personnel to receive projects from City, review plans on file at City, pick up or deliver any work product related to Consultant's performance of the services under this Agreement, or as may be necessary to inspect or visit City locations and/or private property to perform the services. City may make a computer available to Consultant from time to time for Consultant's personnel to obtain information about or to check on the status of projects pertaining to the services under this Agreement.

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. Consultant shall be responsible for and pay all wages, salaries, benefits and other amounts due to Consultant's personnel in connection with their performance of the services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, other retirement or pension benefits, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance. Notwithstanding any other agency, state, or federal policy, rule, regulation, statute or ordinance to the contrary, Consultant and any of its officers, employees, agents, and subcontractors providing any of the services under this Agreement shall not become entitled to, and hereby waive any claims to, any wages, salaries, compensation, benefit or any incident of employment by City, including, but not limited to, eligibility to enroll in, or reinstate to membership in, the California Public Employees Retirement System ("PERS") as an employee of City, and entitlement to any contribution to be paid by City for employer contributions or employee contributions for PERS benefits.

C. Consultant shall indemnify and hold harmless City and its elected officials, officers, employees, servants, designated volunteers, and agents serving as independent contractors in the role of City officials, from any and all liability, damages, claims, costs, and expenses of any nature to the extent arising from, caused by, or relating to Consultant's personnel practices. or to the extent arising from, caused by, or relating to the violation of any of the provisions of this Section 6. In addition to all other remedies available under law, City shall have the right to 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 Section 6. This duty of indemnification is in addition to Consultant's duty to defend, indemnify, and hold harmless as set forth in any other provision of this Agreement.

7. PERS Compliance and Indemnification.

A. General Requirements. The parties acknowledge that City is a local agency member of PERS, and as such has certain pension reporting and contribution obligations to PERS on behalf of qualifying employees. Consultant agrees that, in providing its employees and any other personnel to City to perform the services under this Agreement, Consultant shall assure

compliance with the Public Employees' Retirement Law, commencing at Government Code Section 20000, the regulations of PERS, and the Public Employees' Pension Reform Act of 2013, as amended. Without limitation to the foregoing, Consultant shall assure compliance with regard to personnel who have active or inactive membership in PERS and to those who are retired annuitants and in performing this Agreement shall not assign or utilize any of its personnel in a manner that will cause City to be in violation of the applicable retirement laws and regulations.

B. Indemnification. Consultant shall defend (with legal counsel approved by City, whose approval shall not be unreasonably withheld), indemnify, and hold harmless City, and its City and its elected officials, officers, employees, servants, designated volunteers, and agents serving as independent contractors in the role of City officials, from any and all liability, damages, claims, costs, and expenses of any nature to the extent arising from, caused by, or relating to Consultant's violation of any provisions of this Section 7. This duty of indemnification is in addition to Consultant's duty to defend, indemnify, and hold harmless as set forth in any other provision of this Agreement.

8. 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 8 shall survive the expiration or termination of this Agreement.

9. 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 9 into any subcontract that Consultant executes in connection with the performance of this Agreement.

10. 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 10 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 10, 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 10 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 10 shall survive the expiration or termination of this Agreement.

11. 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

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 Four Million Dollars (\$4,000,000) 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 11.

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 11 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 11.

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 11 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 11 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 11 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 11 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 11 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 11, 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 11. 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 10 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 11.

12. 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.

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

14. 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.

15. 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.

16. 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: Daniella Andrade
Dandrade@covinaca.gov
City of Covina
125 E. College Street|
Covina, California 91723

If to Consultant:
Attn: Melissa Sandoval
melissa@ebaplanning.com
750 E. Green Street, Suite 301
Pasadena, CA 91101

17. 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.

18. 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 18 shall be void and of no effect and shall entitle City to terminate this Agreement. As used in this Section 18, "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.

19. No Third Party Beneficiaries Intended. Except as otherwise provided in Section 10, 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.

20. 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.

21. Exhibits. Exhibits A constitutes a part of this Agreement and is 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

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: Chris Marcarello

Title: City Manager

ATTEST:

By: _____

Name: Fabian Velez

Title: Chief Deputy City Clerk

Consultant:

Evan Brooks Associates, Inc.,
a California Corporation

By: _____

Name: Hal Suetsugu

Title: President/Owner

By: _____

Name: Melissa Shu

Title: Corporate Secretary

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

EXHIBIT A APPROVED SCOPE OF WORK AND HOURLY RATES

Grant Research Services

Grant Writing Services

Strategic Counsel, Meetings, & General Advisory Services

Evan Brooks Associates (Consultant) shall research, advise, and perform grant administration for the City (collectively, the “Services”). The Services shall include, but not be limited to, the following major tasks described below.

★ Task A: Grant Research Services

- ✓ **Task A1. Grant Look Ahead:** Consultant shall independently conduct research to identify Federal and State grant funding opportunities for the City and as grant programs become available. Opportunities shall be emailed to City staff.

Task A1 services shall be performed throughout the term of this Agreement at no charge to the City.

- ✓ **Task A2. Grant Research:** Consultant shall provide targeted grant research on projects specifically identified by the City. Consultant shall specifically conduct research and provide advice related to the following priority areas:
 1. Community Development;
 2. Infrastructure Development (Recreation Village/Library/Incubator);
 3. Active Transportation / Open Space, Trails, and Tourism;
 4. Climate Change / Resiliency and Sustainability Planning; and
 5. Housing and Homelessness Programs (Navigation Center).

In the event that the City identifies other areas, this information will be conveyed to Consultant. Task A2 services shall be based upon the hourly rates set forth in **Exhibit A-1**.

★ Task B: Grant Writing Services

At the direction of the City and/or upon a Task Order, Consultant shall provide, at no cost to the City, a Cost Proposal for grant writing services for specific grant opportunities. The Cost Proposal shall include a “not-to-exceed” cost estimate and a scope of work outlining the necessary steps to prepare and submit the grant application, such as:

- ✓ **Project development:** Identify steps that will be taken to manage project development, project kick-off, project scope, schedule, budget for the grant application, and communication with City staff (including communication with the City).
- ✓ **Data collection and review:** Identify the tasks for data collection and review needed to support the grant application.
- ✓ **Grant preparation:** Identify tasks related to preparation of information required for grant application, including project descriptions and narratives; quantitative data; draft letters of support; and project scope, timeline, and budget description and tables, and maps or conceptual site/project plans.
- ✓ **Review of draft:** Provide a draft of the grant application for City review and approval.
- ✓ **Grant application finalization and submission:** Consultant shall submit the application by the grant application due date and provide City with confirmation of the grant application’s delivery, as well as a copy of the final application package in physical and digital format of the City’s choosing.

At no point shall the Consultant begin work on the grant application until the City has approved the Cost Proposal and the Consultant has confirmed

receipt of approved Cost Proposal. The Cost Proposal shall be based upon the hourly rates set forth in **Exhibit A-1**.

Consultant to prepare an application (e.g., planning documents, preliminary engineering, construction plans, etc.)?

★ Task C. Strategic Counsel, Meetings, and General Advisory Services

Consultant shall offer City general advice on matters involving funding mechanisms, grants research, identification, grant writing, and administration.

On an as-needed basis and upon request from the City, Consultant shall meet with City staff to discuss City projects, potential grants, grant requirements, and other grant and funding-related matters that may help fund existing and proposed City projects. These strategic meetings will provide City staff an opportunity to ask Consultant questions, such as:

- ✓ When can the City expect the award money?
- ✓ What post-award activities are required?

For grants prepared by City staff, Consultant shall act as grant evaluators — reviewing and providing recommendations to improve grant applications prepared by the City. Task C services shall be based upon the hourly rates set forth in **Exhibit A-1**.

- ✓ Does the City's project align with any existing or future grants?
- ✓ Is the City's project competitive under the grant program?
- ✓ What information does the City need to provide

COST

Compensation for the services shown in the scope of work are shown in **Exhibit A-1**.

Exhibit A-1. Consultant Hourly Rates

PERSONNEL	HOURLY RATE
President	\$298
Principal Project Manager	\$275
Project Manager Project Engineer	\$254
Senior Grant Writer Outreach Manager Project Transportation Planner	\$238
Associate Grant Writer GIS Mapping/Cartographer Assistant Transportation Planner	\$178
Research/Funds Analyst	\$143
Graphics/Mapping	\$130
Administrative Support	\$113



CC Regular Meeting

AGENDA ITEM REPORT

Meeting: June 17, 2025

Title: Fifth Amendment to Agreement Between the City of Covina and Social Vocational Services, Inc. (SVS) for Cleaning City Park Areas and Restrooms

Presented by: Rafael M. Fajardo, Director of Public Works/City Engineer

Recommendation: Authorize the City Manager to execute a Fifth Amendment to Agreement Between the City of Covina and Social Vocational Services, Inc. (SVS) for Cleaning City Park Areas and Restrooms, in an amount not-to-exceed \$32,412 for a one-year period between July 1, 2025 and June 30, 2026.

EXECUTIVE SUMMARY/BACKGROUND:

Social Vocational Services, Inc. (SVS) has provided cleaning services for City Park restrooms and related areas since August 10, 2015. The proposed Fifth Amendment to the Agreement between the City of Covina and SVS is necessary for the provision of quality service from an existing supplier or vendor that is experienced in maintaining City Park restrooms.

SVS was initially selected to clean City Park restrooms due to the quality of their services. They also offer a critical community function by providing employment opportunities in our region for adults with disabilities. They have consistently provided high-quality work over the years on which staff can depend. Their services provide an essential cleaning function to City Park restrooms and related areas, enabling City Park Maintenance personnel to focus on higher-level operational and larger project work that is best performed in-house by City personnel.

DISCUSSION:

SVS is a 501(c)(3) non-profit organization serving adults with disabilities. SVS provides transportation, supervision, and job coaching to its employees and only invoices the City for wages paid to their employees. Functions of both the current and proposed service remain the same and include/will include collection and disposal of trash, sweeping, mopping floors, cleaning sinks and toilets, mirror cleaning, and toilet paper and towel replenishment when applicable. There may be occasional landscaping, weed removal, light painting, and other special projects performed on an as-requested basis. City Park Maintenance personnel maintains oversight of this organization/agreement.

SVS maintains the restrooms and related areas at Covina, Heritage Plaza, Hollenbeck, Kelby (Sunkist Park), and Wingate (previously Kahler Russell) Parks and provides as-needed services at Edna and Jalapa Parks. In order to continue this essential duty of restroom cleaning services, the Department of Public Works recommends that the City Council authorize, and the City Manager to execute, the Fifth Amendment to Agreement between the City of Covina and SVS for Cleaning City Park Areas and Restrooms (Attachment A) to extend the agreement term through June 30, 2026 and establish the compensation levels for this period.

Granting authorization to the City Manager to execute the proposed Fifth Amendment for City Park restroom cleaning services would enable City Park Maintenance personnel to continue focusing on higher-level operational and larger project work that is best performed by City staff, while ensuring that park patrons continue to receive quality service from SVS, an existing provider experienced in cleaning City Park restrooms and related areas.

FISCAL IMPACT:

The General Fund impact associated with the Fifth Amendment to Agreement between the City of Covina and SVS for Cleaning City Park Areas and Restrooms is \$32,412. Sufficient funding is included in the FY 2025 Department of Public Works operational budget, approved at City Council on May 6, 2025 (Account No. 10102550-52300).


The annual compensation amounts reflected in the proposed Fifth Amendment include Los Angeles County minimum wage increases (CA SB 3) and annual cost of living adjustments for FY 2024-2025.

Service Period	Per Month	Total
July 1, 2025 – December 31, 2026	\$2,661.00	\$15,966.00
January 1, 2026 – June 30, 2027	\$2,741.00	\$16,446.00
Total FY 2025-2026		\$32,412.00

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 Fourth Amendment to Agreement Between the City of Covina and SVS for Cleaning City Park Areas and Restrooms will not result in any significant effect on the environment.

Respectfully submitted,



Rafael M. Fajardo
Director of Public Works/City Engineer

**FIFTH AMENDMENT TO AGREEMENT BETWEEN THE CITY OF COVINA
AND SOCIAL VOCATIONAL SERVICES FOR CLEANING
CITY PARK AREAS AND RESTROOMS**

The **Fifth Amendment** to Professional Services Agreement is made and entered into as of June 17, 2025 by and between the City of Covina, a California municipal corporation (hereinafter referred to as "City"), and Social Vocational Services, Inc. a Domestic Non-Profit (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 respect to the following facts and purposes:

A. On August 10, 2015, the City and Consultant entered into that certain Professional Services Agreement for cleaning of City Park areas and restrooms in the amount of Nine Hundred Sixty-Nine Dollars (\$969) per month.

B. Since August 10 2015, the City and Consultant have used the existing Agreement to allow for continued services while the City and Consultant worked to amend the Agreement to allow for annual cost increases by the consultant. This Amendment to Agreement will extend the term of the Agreement until June 30, 2025, with cost increases to the monthly fee payments to compensate for wage increases and worker productivity.

C. On July 17, 2017, the City and Consultant entered into the First Amendment to modify the scope of work, extend the term of the Agreement to June 30, 2020, and increase the not-to-exceed compensation in the amount of Sixty-One Thousand, Six Hundred Twenty Dollars (\$61,620) over Fiscal Years 17/18, 18/19, 19/20. The total Agreement amount shall not exceed the original contract amount from 2015-2017 of \$25,581.60 plus the next 3 consecutive years of \$61,620 for a total amount not-to-exceed Eighty-Seven Thousand, Two Hundred One Dollars and Sixty Cents. (\$87,201.60).

D. On June 16, 2020 the City and Consultant entered into the Second Amendment to extend the term of the Agreement to June 30, 2023, and increase the compensation in the amount of \$24,156 for Fiscal Year 2021, \$26,004 for Fiscal Year 2022, and \$27,864 for Fiscal Year 2023 for Second Amendment amount not-to-exceed \$78,024 over the next three consecutive fiscal years. The total Agreement amount shall not exceed the original contract amount from 2015-2017 of \$25,581.60 plus the First Amendment total of \$61,620 for a total amount not-to-exceed \$165,225.60

E. On July 18, 2024 the City and Consultant entered into the Third Amendment to extend the term of the Agreement to June 30, 2024 and increase the compensation in the amount of \$29,994 for Fiscal Year 2024, for an amount not-to-exceed Twenty-Nine Thousand Nine Hundred Ninety-Four Dollars (\$29,994) over the next fiscal year. The total Agreement amount shall not exceed the original contract amount from 2015-2017 of \$25,581.60 plus the First Amendment total of \$61,620 and Second Amendment total of \$78,024 for a total amount not-to-exceed One Hundred Ninety-Five Thousand Two Hundred Nineteen Dollars and Sixty Cents (\$195,219.60).

F. On June 4, 2024 the City and Consultant entered into the Fifth Amendment to extend the term of the agreement to June 30, 2025 and increase the compensation in the amount of \$30,960 for Fiscal Year 2025, for an amount not-to-exceed Thirty Thosand Nine Hundred Sixty Dollars (\$30,960). The total Agreement amount shall not exceed the original contract amount from 2015-2017 of \$25,851.60 plus the First Amendment total of \$61,620, Second Amendment total of

\$78,024, and Third Amendment total of \$29,994, and Fourth Amendment total for a total amount not-to-exceed Two Hundred Twenty Six Thousand One Hundred Seventy-Nine Dollars and Sixty Cents (\$226,179.60).

G. Now the parties now desire to extend the term of the Agreement to June 30, 2026, increase the compensation in the amount of \$32,412 for Fiscal Year 2026, for the Fifth Amendment to the Agreement. The total Agreement amount shall not exceed the original contract amount from 2015-2017 of \$25,581.60, plus the First Amendment total of \$61,620, Second Amendment total of \$78,024, Third Amendment total of \$29,994, Fourth Amendment total of \$30,960, and the Fifth Amendment total of \$32,412 for a total amount not-to-exceed Two Hundred Fifty Eight Thousand Five Hundred Ninety One Dollars and Sixty Cents (\$258,591.60).

2. The Term of Agreement is hereby amended to read as follows:

A. Section 3.1.2 “Term of Agreement”. The term of this Agreement shall be from the Effective Date through June 30, 2026 unless sooner terminated as provided in Section 3.4 of this Agreement.

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

A. Compensation. As full compensation for Consultant’s services provided under this Agreement, City shall pay Consultant the total sum over the period of the next fiscal year of \$32,412 as set forth in the Approved Fee Schedule, attached hereto as **Exhibit B**. Any terms in Exhibit B, other than the payment rates and schedule of payments are null and void.

4. **Exhibit A and B** to the Agreement is hereby amended by adding the items set forth on Exhibit A to this Amendment, which is attached hereto and incorporated herein as though set forth in full.

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

[SIGNATURE PAGE FOLLOWS]

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: _____
Name: Chris Marcarello
Title: City Manager

ATTEST:

By: _____
Name: Fabian Velez
Title: Chief Deputy City Clerk

Consultant:

Social Vocational Services, Inc.
a Domestic Non-Profit Corporation

By: _____
Name: Edward Dawson
Title: Executive Director

By: _____
Name: Marcia Dawson
Title: Associated Executive Director

(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

SCOPE OF SERVICES

Attached hereto and incorporated herein is the additional scope of work.

Cleaning City Park areas and restrooms at:

- Hollenbeck Park (except baseball field)
- Covina Park
- Heritage Plaza
- Kelby Park
- Wingate Park (Formerly Kahler Russell Park)
- Cougar Park

Duties will include:

- Cleaning restrooms, including collecting and disposing of trash, sweeping, mopping floors, cleaning sinks and toilets, cleaning mirrors and replenishing toilet paper and towels where applicable.
- Occasional light landscaping, weed removal, light painting and other special projects may be performed.
- Cleaning equipment is supplied by SVS (mops, brooms, etc.)
- Supplies provided by the City include terry towels, squeegee, and gloves along with replacement paper towels, trash can liners, toilet paper, and trash can liners

The schedule will be Monday through Friday from 8:30 a.m. to 11:30 a.m. for a total of two and a half (2.5) hours daily.

EXHIBIT B

PARTICIPATION AGREEMENT AND COMPENSATION



Participation Agreement
Community Inclusion Services (CIS)

This agreement, effective 7/1/25 is between Employ America (EA), a division of SVS and:

Employer Name:	City of Covina – Public Works
Address:	534 N. Barranca St., Covina, CA 91723
Phone, Fax:	(626) 384-5483
Billing E-Mail:	vcortez@covinaca.gov fcisneros@covinaca.gov
Contact Person:	Valerie Cortez, Management Analyst Frank Cisneros, Park Maintenance Supervisor

Social Vocational Services (SVS) will provide trainees and supervision of trainees according to the following mutually agreed upon terms:

1. SVS will provide the employer with pre-screened workers supervised by SVS staff. The usual configuration of a CIS group is either 3 clients with one supervisor or 6-7 clients with 2 supervisors. The group will work according to the following schedule (if days and hours are flexible, please indicate below):

Days/week:	Mon-Fri	Hours/day:	2.5	Start time:	8:30am	End time:	11:30am
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2. Training and supervision of workers will be provided by SVS staff who together with their Program Directors will serve as a liaison between the Employer and SVS to ensure satisfaction and compliance with this Agreement. Workers' Compensation Insurance for SVS employees and Liability Insurance for the work is provided by SVS.

3. Description of work to be performed by SVS (include specific duties, responsibilities and tasks as well as equipment and supplies that are to be used):

Cleaning City Park areas and restrooms at:

- | | |
|--------------------------------------|-----------------|
| • Hollenbeck (except baseball field) | • Kelby |
| • Covina | • Wingate |
| • Edna | • Cougar |
| • Heritage Plaza | • Parque Xalapa |

Duties will include:

Collecting trash & debris and disposing into trash receptacles, removing liners that are full, placing them in larger dumpsters and replacing trash receptacle liners.

Cleaning restrooms including collecting and disposing of trash, sweeping, mopping floors, cleaning sinks and toilets, cleaning mirrors and replenishing toilet paper and towels where applicable.

Occasional light landscaping, weed removal, light painting and other special projects may be performed.

SVS CIS 455 10/06, 01/10, 08/15, 01/16,10/16

4. SVS office responsible for this contract:

Program Director: Laura Felix-Polino

SVS Office Address: 5200 Irwindale Ave., Suite 168
Irwindale, CA 91706

Phone/Email: (626) 960-1828, lfelix-polino@svsinc.org

5. Training of SVS staff to job specifications will occur according to the following plan:

- ✓ SVS will arrange for the supervising staff person to report to the Employer at a pre-scheduled time (at least one week prior to the contract start date) to receive training and information regarding work skills required, employer rules/policies and any interpersonal skills necessary to adapt to the work environment. This information will be conveyed to all workers individually and in daily group meetings during the first two weeks of work.
- ✓ If the Employer chooses, SVS workers and their supervisors may attend an orientation and introduction to the workplace prior to start of the contract.
- ✓ The SVS supervisor will be responsible for quality control. Sample inspections of all work performed will occur daily. SVS administrative staff will complete a site visit at least once per month to review overall performance and compliance.

6. Billing for SVS services will be:

July 1, 2025 – December 31, 2025	\$2661. per month
January 1, 2026 – June 30, 2026	\$2741. per month

Billing will be monthly and is due and payable upon receipt. If you would like to pay by Visa or MasterCard, please contact our Client Contracts Biller at 310-944-3303, ext. 146. If you prefer to pay by check, please make it payable to Employ America and send to:

Employ America
Attn: CCB – Accounts Receivables
3555 Torrance Blvd.
Torrance, CA 90503

Any bill not paid within 60 days of receipt will be subject to a late charge.

7. SVS personnel generally observe 9 non-working holidays during the year. Any and all variations to this schedule must be specified below:

SVS Holidays (cross off if not applicable)

New Year's Day	Memorial Day	Thanksgiving
Martin Luther King Day	Independence Day	Thanksgiving Friday
Presidents' Day	Labor Day	Christmas Day

Additional Employer Holidays (if any)

8. This agreement will remain in force unless amended or cancelled by either party, with 30 days written notice. Annually, the performance and costs associated with this agreement will be reviewed by both parties and a new Personnel Leasing Agreement (PLA) signed if necessary.

Matt Guerrero
EA Associate Director of
Employment Services

Date

Johnnie Martinez
SVS Regional Director

Date

Company Representative (Name and Title, Please Print)

Company Representative (signature)

Date

SVS Employer Identification Number: 95-3284250



CC Regular Meeting

AGENDA ITEM REPORT

Meeting: June 17, 2025

Title: Adopt Joint Tax Sharing Resolution Approving and Accepting Negotiated Exchange of Property Tax Revenues Resulting from Annexation of Specific Property Located at 1029 East Covina Hills Road into Los Angeles County Sanitation District No. 22

Presented by: Rafael M. Fajardo, Director of Public Works/City Engineer

Recommendation: Adopt the joint tax sharing resolution, City Council Resolution CC 2025-66, approving and accepting the negotiated exchange of property tax revenues resulting from the annexation of a specific property located at 1029 East Covina Hills Road into Los Angeles County Sanitation District No. 22.

EXECUTIVE SUMMARY/BACKGROUND:

On October 6, 2020, the City Council approved the Sewer Line Installation Project – Zone 10 which included the installation of approximately 600 linear feet of 8” diameter sewer main line, house laterals, and manholes on Covina Hills and Oak Canyon Road bounded by Grand Avenue, Ranchcreek Road, and San Joaquin Road. The project was completed and accepted by the City Council on June 15, 2021, and at the time of connection the property owner would be required to pay the City’s requisite sewer connection fees, Los Angeles County Sanitation District annexation fees, and also obtain a building permit to connect the existing residence to the sewer mainline and abandon the on-site private sewer system.

DISCUSSION:

In order for sewage disposal discharged from a new residence constructed at 1029 East Covina Hills Road to be treated by the Los Angeles County Sanitation District, the property must first be annexed into Sanitation District No. 22 (Annexation No. 448). The annexation process conveys that a resolution for property tax revenue exchange be adopted by the City of Covina before Los Angeles County can approve the annexation. The law further requires that the City approve, by resolution, the amount of the annual tax increment to be transferred to the special district in order for the property owner to receive and pay for sewer service.


FISCAL IMPACT:

The sharing of the property tax increment with the Sanitation District, as a result of the annexation, will not result in a loss of tax revenue the City currently receives from the property. In turn, the City will give up a portion of the additional revenue it would receive based on an increase in assessed valuation upon completion of the development.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

During the award of bid for the Sewer Line Installation Project – Zone 10, the project was determined to be categorically exempt under CEQA in accordance with Title 14, Chapter 3, Class 1, Sections 15301 and 15302. This exemption included the minor alteration of existing public facilities involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination. The project involves negligible or no expansion of an existing use.

Respectfully submitted,



Rafael M. Fajardo
Director of Public Works/City Engineer

RESOLUTION CC 2025-66

JOINT RESOLUTION OF BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES
ACTING IN BEHALF OF

Los Angeles County General Fund

Los Angeles County Consolidated Fire Protection District

Los Angeles County Flood Control

THE BOARD OF DIRECTORS OF COUNTY SANITATION DISTRICT NO. 22 OF LOS ANGELES
COUNTY, AND GOVERNING BODIES OF

City of Covina

Three Valleys Municipal Water District

APPROVING AND ACCEPTING NEGOTIATED EXCHANGE OF PROPERTY TAX REVENUES
RESULTING FROM ANNEXATION TO COUNTY SANITATION DISTRICT NO. 22.

"ANNEXATION NO. 448"

WHEREAS, pursuant to Section 99 and 99.01 of the Revenue and Taxation Code, prior to the effective date of any jurisdictional change which will result in a special district providing a new service, the governing bodies of all local agencies that receive an apportionment of the property tax from the area must determine the amount of property tax revenues from the annual tax increment to be exchanged between the affected agencies and approve and accept the negotiated exchange of property tax revenues by resolution; and

WHEREAS, the governing bodies of the agencies signatory hereto have made determinations of the amount of property tax revenues from the annual tax increments to be exchanged as a result of the annexation to County Sanitation District No. 22 entitled *Annexation No. 448*;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The negotiated exchange of property tax revenues resulting from the annexation of territory to County Sanitation District No. 22 in the annexation entitled *Annexation No. 448* is approved and accepted.
2. For each fiscal year commencing on and after July 1, 2024, or after the effective date of this jurisdictional change, whichever is later, the County Auditor shall transfer to County Sanitation District No. 22 a total of 0.4660185 percent of the annual tax increment attributable to the land area encompassed within Annexation No. 448 as shown on the attached Worksheet.
3. No additional transfer of property tax revenues shall be made from any other tax agencies to County Sanitation District No. 22 as a result of annexation entitled Annexation No. 448.

4. No transfer of property tax increments from properties within a community redevelopment project, which are legally committed to a Community Redevelopment Agency, shall be made during the period that such tax increment is legally committed for repayment of the redevelopment project costs.

5. If at any time after the effective date of this resolution, the calculations used herein to determine initial property tax transfers or the data used to perform those calculations are found to be incorrect thus producing an improper or inaccurate property tax transfer, the property tax transfer shall be recalculated and the corrected transfer shall be implemented for the next fiscal year.

The foregoing resolution was adopted by the Board of Supervisors of the County of Los Angeles, the Board of Directors of County Sanitation District No. 22 of Los Angeles County, and the governing bodies of City of Covina and Three Valleys Municipal Water District, signatory hereto.

CITY OF COVINA

SIGNATURE

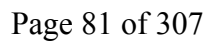
Victor Linares, Mayor
PRINT NAME AND TITLE

ATTEST:

Chief Deputy City Clerk

Date

(SIGNED IN COUNTERPART)





CC Regular Meeting

AGENDA ITEM REPORT

Meeting: June 17, 2025
Title: Closed Circuit Television (CCTV) Video Inspection of Sewer Collection System – Project No. S2401 – Final Acceptance and Filing Notice of Completion
Presented by: Rafael M. Fajardo, Director of Public Works/City Engineer
Recommendation: 1. Accept the work performed by Empire Pipe Cleaning & Equipment, Inc.; and
2. Authorize the City Clerk to file a Notice of Completion for the Closed Circuit Television (CCTV) Video Inspection of Sewer Collection System – Project No. S2401.

EXECUTIVE SUMMARY/BACKGROUND:

On September 3, 2024, the City Council approved a contract with Empire Pipe Cleaning & Equipment, Inc. in the amount of \$648,021.08 which included CCTV video inspection of the City's Sanitary Sewer lines and National Association of Sewer Service Companies (NASSCO) certified manhole inspections of the City's manholes. Of note, the original contract bid amount included CCTV inspection for LA County Sanitary Sewer lines located within City limits and after discussion with Los Angeles County Sanitation District officials, it was determined that all Los Angeles County Sanitation lines would be skipped and excluded from this project, thus resulting in significant savings to the City at the end of the project.

Project construction has been completed and City staff recommends acceptance of the work performed by Empire Pipe Cleaning & Equipment, Inc. and to authorize the City Clerk to file a Notice of Completion (Attachment A) for the Closed Circuit Television (CCTV) Video Inspection of Sewer Collection System – Project No. S2401.

FISCAL IMPACT:

Project funding for the Closed Circuit Television (CCTV) Video Inspection of Sewer Collection System – Project No. S2401 was allocated as follows:

Source of Project Funds	Amount	Account
Sanitary Sewer	\$750,000	6300-2700-55350-S2401
Total	\$750,000	

The following table represents the final project summary:


Item	Actual
Project Appropriations	\$750,000
Empire Pipe Cleaning & Equipment, Inc. – Contract Amount	(\$587,780.16)
Total Expenditures	<u>(\$587,780.16)</u>
Total UNDER BUDGET	\$162,219.84

Project savings of \$162,219.84 will be returned to the Sanitary Sewer Fund – Fund Balance for use on future projects.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

This project has been determined to be categorically exempt under CEQA in accordance with Title 14, Chapter 3, Class 1, Sections 15301 and 15302. This exemption includes the minor alteration of existing public facilities involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination. The project involves negligible or no expansion of an existing use.

Respectfully submitted,



Rafael M. Fajardo
Director of Public Works/City Engineer

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

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF COMPLETION

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

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

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

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

NAMES

ADDRESSES

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

NAMES

ADDRESSES

7. A work of improvement on the property hereinafter described was completed on: March 28, 2025 . The work done was:
Closed Circuit Television (CCTV) Video Inspection of Sewer Collection System – Project No. S2401

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

Empire Pipe Cleaning & Equipment, Inc.

September 3, 2024

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

(Date of Contract)

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

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

Closed Circuit Television (CCTV) Video Inspection of Sewer Collection System – Project No. S2401

10. The street address of said property is

Covina, CA – City-Wide

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

Dated June 17, 2025

Fabian Velez, Chief Deputy City Clerk, City of Covina

VERIFICATION

I, the undersigned, say: I am the

City Engineer

The declarant of the foregoing Notice of Completion;

(President of, Manager of, Partner of, Owner of)

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

Executed on June 17, , 2025 at Covina , California .

Rafael M. Fajardo, City of Covina

ATTACHMENT A



CC Regular Meeting

AGENDA ITEM REPORT

Meeting: June 17, 2025
Title: Badillo Street Resurfacing Project – Project No. P2506 – Final Acceptance and Filing Notice of Completion
Presented by: Rafael M. Fajardo, Director of Public Works/City Engineer
Recommendation: 1. Accept the work performed by Gentry Brothers, Inc.; and
2. Authorize the City Clerk to file a Notice of Completion for the Badillo Street Resurfacing Project – Project No. P2506.

EXECUTIVE SUMMARY/BACKGROUND:

On February 18, 2025, the City Council approved a contract with Gentry Brothers, Inc. in the amount of \$649,950 with a project scope that included replacement of existing, worn-out pavement, sidewalk repairs, traffic striping and improvement of other appurtenances. The project rehabilitated approximately 0.5 miles of arterial roadway along West Badillo Street from Lark Ellen Avenue to Azusa Avenue.

Project construction has been completed and City staff recommends acceptance of the work performed by Gentry Brothers, Inc., and to authorize the City Clerk to file a Notice of Completion (Attachment A) for the Badillo Street Resurfacing Project – Project No. P2506.

DISCUSSION:

During construction, the need for additional work not included in the original scope of work was identified by the City. As a result, the City Engineer reviewed and approved the following change orders, increasing the overall contract amount by \$119,342.20:

- **Change Order No. 1** – Increased the overall contract by \$50,000 for additional curb and gutter installation at the median on Badillo Street
- **Change Order No. 2** – Increased the overall contract by \$71,500 for concrete repairs and paving of North Rimsdale Avenue
- **Change Order No. 3** – Increased the overall contract amount by \$4,483.20 for striping and pavement markings on North Rimsdale Avenue
- **Change Order No. 4** – Increased the overall contract amount by \$14,250 for additional digout work
- **Change Order No. 5** – Increased the overall contract amount by \$41,500 for grinding and paving of South La Serena Drive.
- **Change Order No. 6** – Decreased the overall contract amount by \$62,391 due to quantity adjustments

FISCAL IMPACT:

Project funding for Badillo Street Resurfacing Project – Project No. P2506 was allocated as follows:

Source of Project Funds	Amount	Account
RMRA	\$1,300,000	2310-2200-55310-P2506
Total	\$1,300,000	

The following table represents the final project summary:


Item	Actual
Project Appropriations	\$1,300,000
Gentry Brothers, Inc. – (Contract Amount plus Change Order)	(\$769,292.20)
CEJ Engineers, Inc – (Construction Management & Inspection Services)	(\$135,200)
RKA Consulting Group – (Design)	(\$57,994.05)
JCL Traffic Services – (Street Signage)	(\$2,901.18)
SGV Examiner – (Bid Publishing)	(\$775.50)
Total Expenditures	(\$966,162.93)
Total UNDER BUDGET	\$333,837.07

Project savings of \$333,837.07 will be returned to the City's Road Maintenance and Rehabilitation Fund - Fund Balance for use towards future projects.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

This project has been determined to be categorically exempt under CEQA in accordance with Title 14, Chapter 3, Class 1, Sections 15301 and 15302. This exemption includes the minor alteration of existing public facilities involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination. The project involves negligible or no expansion of an existing use.

Respectfully submitted,


Rafael M. Fajardo
Director of Public Works/City Engineer

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

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF COMPLETION

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

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

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

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

NAMES

ADDRESSES

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

NAMES

ADDRESSES

7. A work of improvement on the property hereinafter described was completed on: May 14, 2025 . The work done was:
Badillo Street Resurfacing Project – Project No. P2506

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

Gentry Brothers, Inc.

February 18, 2025

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

(Date of Contract)

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

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

Badillo Street Resurfacing Project – Project No. P2506

10. The street address of said property is W. Badillo Street from Lark Ellen Avenue to Azusa Avenue
(If no street address has been officially signed, insert "None".)

Dated June 17, 2025

Fabian Velez, Chief Deputy City Clerk, City of Covina

VERIFICATION

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

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

Executed on June 17, , 2025 at Covina , California .

Rafael M. Fajardo, City of Covina

ATTACHMENT A



CC Regular Meeting

AGENDA ITEM REPORT

Meeting: June 17, 2025
Title: Street Residential Resurfacing Project – Project No. P2505 – Final Acceptance and Filing Notice of Completion
Presented by: Rafael M. Fajardo, Director of Public Works/City Engineer
Recommendation: 1. Accept the work performed by Gentry Brothers, Inc.; and
2. Authorize the City Clerk to file a Notice of Completion for the Street Residential Resurfacing Project – Project No. P2505.

EXECUTIVE SUMMARY/BACKGROUND:

On February 18, 2025, the City Council approved a contract with Gentry Brothers, Inc. for an amount of \$524,095 with a project scope that included the replacement of existing, worn-out pavement, sidewalk repairs and other appurtenances. The project rehabilitated six (6) residential streets, totaling 0.75 miles of pavement rehabilitation, spanning across the following locations:

- West Bridger Street
- North Vogue Avenue
- North Enid Avenue
- North Waterbury Avenue
- West Glentana Street
- North Janalinda Street

Project construction has been completed and City staff recommends acceptance of the work performed by Gentry Brothers, Inc. and to authorize the City Clerk to file a Notice of Completion (Attachment A) for Street Residential Resurfacing Project – Project No. P2505.

DISCUSSION:

During construction, the need for additional work not included in the original scope of work was identified by the City. As a result, the City Engineer reviewed and approved the following change orders, increasing the overall contract amount by \$51,972.50:

- **Change Order No. 1** – Increased overall contract by \$6,000 for a 2” Grind & Pave of West Front Street
- **Change Order No. 2** – Increased overall contact by \$438 for striping and pavement markings on West Front Street
- **Change Order No. 3** – Increased overall contract amount by \$45,534.50 due to quantity adjustments

FISCAL IMPACT:

Project funding for the Street Residential Resurfacing Project – Project No. P2505 was allocated as follows:

Source of Project Funds	Amount	Account
Measure M	\$430,167.40	2420-2200-55310-P2505
Sanitary Sewer	<u>\$150,000.00</u>	6300-2700-55350-P2505
Total	\$580,167.40	

The following table represents the final project summary:


Item	Actual
Project Appropriations	\$580,167.40
Gentry Brothers, Inc. – (Contract Amount plus Change Order)	(\$576,067.50)
Total Expenditures	(\$576,067.50)
Total UNDER BUDGET	\$4,099.90

Project savings of \$4,099.90 will be returned to the City's Sanitary Sewer Fund Balance for use towards future projects.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

This project has been determined to be categorically exempt under CEQA in accordance with Title 14, Chapter 3, Class 1, Sections 15301 and 15302. This exemption includes the minor alteration of existing public facilities involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination. The project involves negligible or no expansion of an existing use.

Respectfully submitted,



Rafael M. Fajardo
Director of Public Works/City Engineer

Report Approval Details

Document Title:	Street Residential Resurfacing Project - Project No. P2505 - NOC.docx
Attachments:	- Attachment A - Notice of Completion.docx
Final Approval Date:	Jun 11, 2025

This report and all of its attachments were approved and signed as outlined below:

Raphael Guillen

Rafael Fajardo

Theresa Franke

Fabian Velez

Chris Marcarello

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

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF COMPLETION

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

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

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

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

NAMES

ADDRESSES

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

NAMES

ADDRESSES

7. A work of improvement on the property hereinafter described was completed on: June 5, 2025 . The work done was:
Street Residential Resurfacing Project – Project No. P2505

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

Gentry Brothers, Inc.

February 18, 2025

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

(Date of Contract)

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

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

Street Residential Resurfacing Project – Project No. P2505

10. The street address of said property is

Covina, CA – City-Wide

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

Dated June 17, 2025

Fabian Velez, Chief Deputy City Clerk, City of Covina

VERIFICATION

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

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

Executed on June 17, , 2025 at Covina , California .

Rafael M. Fajardo, City of Covina

ATTACHMENT A



CC Regular Meeting

AGENDA ITEM REPORT

Meeting:	June 17, 2025
Title:	Third Amendment to Professional Services Agreement with PCAM, LLC (dba Parking Company of America) for Transit Operations Services for the Covina Dial-a-Ride Program and Extension of On-Call Fleet Maintenance and Repair Services
Presented by:	Rafael M. Fajardo, Director of Public Works/City Engineer
Recommendation:	<ol style="list-style-type: none">1. Authorize the City Manager to execute the Third Amendment to the Professional Services Agreement with PCAM, LLC for a two-year extension in an amount not-to-exceed \$484,692 for FY 2026 and \$499,278 for FY 2027; and2. Authorize the City Manager to execute a Professional Services Agreement to extend the On-Call Fleet Maintenance and Repair Services to June 30, 2026 in an amount not-to-exceed \$230,000 annually.

EXECUTIVE SUMMARY:

On June 21, 2022, City Council approved award of a Professional Services Agreement with PCAM, LLC (dba Parking Company of America) for transit operation services for the Covina Dial-a-Ride (DAR) Program. PCAM has provided these services for three years to the satisfaction of City staff, in accordance with the program guidelines, and scope of services set forth in the original request for proposals. With an original term limit of three years, the agreement is set to expire on June 30, 2025; however, at this time and in consideration of PCAMs satisfactory performance, staff sees fit to exercise the optional extension of two additional, one-year terms. As such, the Department of Public Works recommends the Third Amendment to the PSA, extending the agreement to June 30, 2027 with a not-to-exceed amount of \$484,692 for FY2026 and \$499,279 for FY2027.

On September 19, 2023 City Council approved the First Amendment to the same PSA for on-call fleet maintenance and repair services. Earlier that year, the Department of Public Works experienced the unexpected retirement of the fleet maintenance supervisor and the vacancy of the fleet maintenance foreman. After much difficulty filling the two vacancies, staff turned to the alternative solution of on-call services from PCAM, LLC. The First Amendment includes on-call fleet maintenance and repair services for an amount not-to-exceed \$230,000 annually for Fiscal Years 2023 through 2024, with an option for two additional one-year terms upon the mutual agreement of both parties, subject to City Council authorization. In order to supplement maintenance and repair needs while staff is in the process of recruiting two in-house mechanics, the Department of Public Works finds it necessary to extend the on-call agreement to June 30, 2026 in an amount not-to-exceed \$230,000 annually. Furthermore, staff recommends the separation of these services from the Dial-A-Ride Program scope of work by executing a separate Professional Service Agreement, solely for the on-call maintenance and repair services.

BACKGROUND/DISCUSSION:

Dial-a-Ride Program – Third Amendment to the Professional Services Agreement

The Dial-a-Ride (DAR) Program provides paratransit services for Covina residents who are 60 years of age or older and residents who are unable to independently use public transportation systems. Operating 7-days a week, the program provides residents with transportation within the City boundaries, to and from medical appointments within a 3-miles boundary radius, and to select specialty locations outside this radius such as hospitals and government buildings.

On April 27, 2022 the Department of Public Works issued an RFP for Transit Operation Services for the DAR Program, for which one response was received. On June 21, 2022, PCAM, LLC was awarded the Professional Services Agreement in an amount not-to-exceed \$443,586 for FY2023, \$456,924 for FY2024, and \$470,574 for FY2025, with an option for two additional one-year terms upon mutual agreement of both parties.

On September 19, 2023 City Council approved the First Amendment to the PSA for the addition of on-call fleet maintenance and repair services. On November 21, 2023 City Council approved the Second Amendment to the PSA for a new not-to-exceed amount of \$476,924 for Fiscal Year 2024. Following a successfully three-year term and based on PCAM's exemplary maintenance and operational performance, City staff recommends a two-year extension of the current agreement with PCAM in order to continue operations for the Covina Dial-a-Ride Program. The Third Amendment to the PSA (Attachment A) extends the contract terms to June 30, 2027 with a not-to-exceed amount of \$484,692 for FY26 and \$499,279 for FY27 for a five-year contract total of \$2,375,054 for Dial-a-Ride Program Transit Operations.

On-Call Maintenance and Repair Services – Term Extension and Professional Services Agreement

The Public Works Department's Fleet Maintenance Division is responsible for the maintenance and repair of over 120 vehicles and pieces of equipment for the City of Covina. The unexpected vacancy of two essential positions in a short span of time that could potentially disrupt operations for all City vehicles required a swift solution in order to meet the daily fleet service demand. Tasked with identifying replacements for both the fleet maintenance supervisor and foreman with such urgency, City staff struggled to find qualified applicants and were driven to look for alternative means to fill the vacancies, such as contractual services from a well-qualified vendor. PCAM was identified as a potential solution as they were, and continue to be, the current maintenance and repair consultant for the Dial-a-Ride fleet. After verifying their performance providing similar services for other cities, City staff proposed a First Amendment to the existing agreement with PCAM, LLC for transit operations services for the Dial-a-Ride Program to include maintenance and repair services for the City's fleet. Through this amendment, PCAM provided the City with two well trained fleet technicians in order to supplement the existing workforce until June 30, 2025, with an optional additional extension for a total of three years, in an amount not-to-exceed \$230,000 annually. At this time, staff wishes to extend the agreement to June 30, 2026 on an on-call basis (Attachment B).

The Public Works Department determined an on-call approach to be most beneficial as staff is actively recruiting for the positions of the fleet maintenance supervisor and the fleet maintenance foreman. Maintaining PCAM as an on-call vendor will allow the Fleet Division to continue meeting the City's fleet maintenance needs until recruitment is complete. An annual not-to-exceed amount of \$230,000 is in line with the original terms of the First Amendment, however with the on-boarding of the in-house mechanics, the Department anticipates approximately two to three months of contractual expenditures in Fiscal Year 2025-26 until the new hires are onboarded.

Though this scope of work was approved in a First Amendment to the original PSA with PCAM, LLC, staff recommends execution of the on-call services extension via a separate Professional Services Agreement PSA (Attachment C). Separating the on-call services from the original PCAM Dial-a-Ride Program agreement allows staff to manage the differing service types independently, including update salary ranges for the contracted professionals, and prevents the need for a potential Fourth Amendment to the original.

FISCAL IMPACT:

Dial-a-Ride Program – Third Amendment to the Professional Services Agreement

The Dial-a-Ride Program is funded by Proposition A funds administered by the Los Angeles County Metropolitan Transportation Authority (LACMTA). Proposition A funding in the amount of \$484,692 is included in Fiscal Year 2025-2026 Operating Budget, approved by City Council on May 6, 2025 (Account No. 24004350-53790). Funding for transit services in FY27 will be presented for approval as part of the Fiscal Year 2027 Public Works Department budget proposal.


On-Call Maintenance and Repair Services – Term Extension and Professional Services Agreement

Staff anticipates the positions of fleet maintenance supervisor and the fleet maintenance foreman to be filled by late August 2026. Considering this estimated timeline, on-call services will be required until recruitment is completed. The current monthly average for two contracted mechanics is approximately \$20,000. Central Equipment funding in an amount of \$100,000 is included in the Fiscal Year 2025-2026 Operating Budget, approved by City Council on May 6, 2025 (Account No. 70106010-51990). Savings are expected in this funding source after the successful recruitment of the two mechanics. These savings combined with the approved salary allocations included in the FY26 operating budget will fund the Fleet Maintenance Division staff through Fiscal Year 2026. Subsequent funding will be budgeted in future years, as required.

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.

Respectfully submitted,



Rafael M. Fajardo
Director of Public Works/City Engineer

**THIRD AMENDMENT TO AGREEMENT BETWEEN THE CITY OF COVINA AND
PCAM, LLC AMENDING THE PROFESSIONAL SERVICES AGREEMENT FOR
TRANSIT OPERATIONS SERVICES TO EXTEND TERM LIMITS AND INCREASE
COMPENSATION FOR FY2026 AND FY2027**

THIS THIRD AMENDMENT is made and entered into as of June 17, 2025 by and between the City of Covina, a California municipal corporation (hereinafter referred to as “City”), and PCAM, LLC (dba Parking Company of America, LLC), a California Limited Liability Corporation (hereinafter referred to as "Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. This **THIRD** Amendment is made with the respect to the following facts and purposes:
 - a. On June 21, 2022, the City and Consultant entered into that certain Professional Services Agreement providing Transit Operations Services for the Covina Dial-A-Ride Program for a three-year total amount not-to-exceed \$1,371,084.
 - b. On September 19, 2023 the City and Consultant entered into a First Amendment that certain Services Agreement to include On Call Fleet Maintenance and Repair Service in the amount not-to-exceed \$690,000 over three years for a new contract amount totaling \$2,061,084.
 - c. On November 21, 2023 the City and Consultant entered into a Second Amendment to increase Compensation for Fiscal Year 2023-2024 in the amount not-to-exceed \$476,924, for a new contract amount totaling \$2,081,084.
 - d. The parties now desire to amend the Professional Service Agreement to extend the term to June 30, 2027 with a not-to-exceed amount of \$484,692 for FY2026 and \$499,279 for FY2027 for a five year not-to-exceed amount of \$2,375,054 for Dial-a-Ride Program Transit Operations.
2. Section 1 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, 2027 unless sooner terminated as provided in Section 13 of this Agreement.”
3. Paragraph A of Section 2 of the Agreement entitled “**COMPENSATION**” is hereby amended to read as follows:
 - A. Compensation. As full compensation for Consultant’s services provided under this Agreement, City shall pay Contractor, for Transit Operations Services for the Covina Dial-A-Ride, a sum not to exceed Four Hundred Forty-Three Thousand, Five Hundred and Eighty- Six Dollars (\$ 443, 586) for FY 2023, Four Hundred Seventy- Six Thousand, Nine Hundred and Twenty-Four Dollars (\$ 476, 924) for FY 2024, and Four Hundred Seventy Thousand, Five Hundred and Seventy-Four Dollars(\$ 470, 574) for FY 2025, Four Hundred Eighty Four Thousand Six Hundred Ninety Two Dollars for (\$484,692) FY 2026, and Four Hundred Ninety Nine Two Hundred Seventy Nine Dollars (\$499,267) for FY 2027,

based on vehicle service hours as set forth in the Approved Fee Schedule, attached hereto as Exhibit A. For the On-Call Fleet Maintenance and Repair Services, City shall pay Consultant a not-to-exceed sum of Two Hundred and Thirty Thousand Dollars (\$230,000) annually, (the “maximum compensation”) as set forth in the Approved Fee Schedule, attached hereto as Exhibit A. Any terms in Exhibit A or B, other than the payment rates and schedule of payment for Fiscal Years 2023, 2024, and 2025, and optional years for Fiscal Years 2026- and 2027, are null and void.

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

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

[SIGNATURE PAGE FOLLOWS]

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

City:

City of Covina,
a California municipal corporation

By: _____

Name: Chris Marcarello

Title: City Manager

ATTEST:

By: _____

Name: Fabian Velez

Title: Chief Deputy City Clerk

Consultant:

PCAM, LLC (dba Parking Company of
America) (PCA)
a California Limited Liability Corporation

By: _____

Name: Joseph "Pep" Valdes

Title: Executive Vice President

By: _____

Name: Eric J. Chaves

Title: President

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

ATTACHMENT A

Attached hereto and incorporated herein is the additional scope of work and associated cost as provided by the Consultant.

ATTACHMENT 12

OPERATIONS CONTRACT RFP COST PROPOSAL REQUIRED FORMAT

Covina Transit - Cost Proposal

	YEAR 1	YEAR 2	YEAR 3	OPTIONAL YEAR 1	OPTIONAL YEAR 2
	FY 2022/2023	FY 2023/2024	FY 2024/2025	FY 2025/2026	FY 2026/2027
Cost per Vehicle Service Hour	\$ 56.87	\$ 61.14	\$ 60.33	\$ 62.14	\$ 64.01
Multiply by Estimated Vehicle Service Hour (Up to)	7,800	7,800	7,800	7,800	7,800
TOTAL COST	\$443,586.00	\$476,924.00	\$470,574.00	\$484,692.00	\$499,278.00

PCAM, LLC 3165 Garfield Ave. Commerce CA 90040 (562) 862-2118

Proposal for On call Fleet maintenance and Repair Service
The City of Covina (the "City")

Date June 6,, 2025, Between.
PCAM LLC
3165 Garfield Ave
Commerce CA 90040



And City of Covina Ca
125 E. College St.
Covina CA 91723

This Term Sheet summarizes the principal terms of Proposal with the City of Covina CA.

Dear Valerie Cortez
Rr. Management Analyst
City of Covina

Thank you for allowing PCAM, LLC doing business as Parking Company of America located at 3165 Garfield Ave, Commerce, California 90040 the opportunity to submit our proposal to provide Contracted Fleet Maintenance and Repair Services for the City of Covina CA.

PCAM is a minority-owned Company that has been providing similar services for over 45 years for private and municipal agencies

PCAM Fleet Service Division has provided commercial fleet maintenance services for more than 25 years. Public and private entities seeking such services need an organization that is staffed with Supervisors and Technicians with substantial experience maintaining and repairing the broadest range of vehicles and other equipment. PCAM Fleet Service offers experienced certified Technicians for servicing cars, vans, trucks, and off-road equipment ranging from under one-half ton to over one-ton vehicles.

PCAM develops and implements systematic Preventive Maintenance programs for vehicles and off-road equipment in all weight classifications to reduce as much as possible repair expenditures and unit downtime These programs meet or exceed manufacturer specifications and all local, state, and federal regulations. They encompass a comprehensive schedule of inspections, lubrications, component replacement, and repair

To verify its PM activities, PCAM maintains maintenance records to document the time and scope of activity servicing each item under contract. These records include a description of the item, identification number, and source, date placed in service, use and condition, disposition data, and a maintenance log stating all service work.

On the repair side, PCAM performs quick-fix repairs, routine repairs, major overhauls, and complete vehicle refurbishing.

PCAM, LLC 3165 Garfield Ave. Commerce CA 90040 (562) 862-2118
Contractor
PCAM, LLC dba Parking Company of America (PCA)

Contractor Contacts

Mr. Eric Chaves, President
Mr. Joseph "Pep" Valdes, Executive Vice President
Mr Aaron Chaves, Vice President of Operations
Mr. Mario Cadenas, Vice President of Transportation

Term Initial Term shall begin Month to Month

Cost Proposal Billing Rate per Technician: Hour shall be \$63.20 per every Regular hours and \$94.80 for every over time hours city request technicians will be working 8 Regular hours and 2 over time hours 10 hours per day 4 days a week a 3% annually increase will apply

Union Contractor acknowledges that this Agreement will be based on the use of non-union staffing.

Under the terms of our proposed agreement, Contractor shall be responsible to provide and manage staffing "two technicians" for the following responsibilities.

PCAM will provide Two technicians 10 hours per day 4 days a week.
Vehicle / Equipment Maintenance
Vehicle / Equipment inspections
Vehicles / Equipment Repairs

PCAM, LLC 3165 Garfield Ave. Commerce CA 90040 (562) 862-2118

OUTSOURCED WORK

PCAM will arrange for any type of repair that it is unable to perform on the City's premises Such work may include radiator repair, certain types of engine overhauls, alternative fuel systems repair, and bodywork. The Company will secure three competitive bids from reputable subcontractors providing the same liability coverage for extensive repairs

PCAM shall strive to use Covina businesses (verified with a current Covina Business License) as often as possible At least one of the three competitive bids shall be from a Covina business PCAM may request that the city waive this clause for any single repair if there are no Covina businesses that provide the type of service required for the repair

City Under the terms of our proposed agreement, the City shall be responsible / Responsibilities for maintaining the following:

Office space
All necessary tools to perform all types of repairs.
Vehicle software for recording, inspections, invoicing, etc

All terms and provisions of this Term Sheet shall remain in full force and effect. If there is a conflict between the terms and provisions of this Term Sheet and any prior Operating Agreements or Assignments, then the terms of this Term Sheet shall control.

IN WITNESS WHEREOF, the parties hereto have caused this Term Sheet to be executed by their respective duly authorized agents as of the date first set forth above

"CITY"

"CONTRACTOR"

By• _____
By• _____

Its. _____ Its _____

PCAM, LLC 3165 Garfield Ave. Commerce CA 90040 (562) 862-2118

Date _____ Dated _____

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is dated June 17, 2025 (“Effective Date”) and is between the City of Covina, a California municipal corporation (“City”) and PCAM, LLC (dba Parking Company of America) a 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 On-Call Fleet Maintenance and Repair Services.

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 June 30, 2026 unless sooner terminated as provided in Section 14 of this Agreement.

2. Compensation.

A. Compensation. As full compensation for Consultant’s services provided under this Agreement, City shall pay Consultant a sum not to exceed Two Hundred Thirty Thousand Dollars (\$230,000) (the “maximum compensation”) for Fiscal Year 2025-2026, 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 inurrence of additional expenses. Any additional services or expenses authorized by the City Council shall be compensated at the rates set forth in **Exhibit A**, or, if not specified, at a rate mutually agreed to by the parties. City shall make payment for additional services and expenses in accordance with Section 4 of this Agreement.

3. Consultant’s Services.

A. Scope of Services. Consultant shall perform the services described in the Scope of Services, attached as **Exhibit B**. City may request, in writing, changes in the scope of services to be performed. Any changes mutually agreed upon by the parties, and any increase or decrease in compensation, shall be incorporated by written amendments to this Agreement.

B. Party Representatives. For the purposes of this Agreement, the City Representative shall be the City Manager, or such other person designated in writing by the City Manager (the "City Representative"). For the purposes of this Agreement, the Consultant Representative shall be Mario Cadenas, Vice President of Transportation (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. Consultant shall determine the means, methods, and details by which Consultant's personnel will perform the services under this Agreement. Consultant shall be solely responsible for the satisfactory work performance of all personnel engaged in performing the services and compliance with the customary professional standards.

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 and not an employee of City. The personnel performing the services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Consultant shall 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. 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. Consultant and Consultant's personnel shall not supervise any of City's employees; and City's employees shall not supervise Consultant's personnel. Consultant's personnel shall not wear or display any City uniform, badge, identification number, or other information identifying such individual as an employee of City; and Consultant's personnel shall not use any City e-mail address or City telephone number in the performance of any of the services under this Agreement. Consultant shall acquire and maintain, at its sole cost and expense, such vehicles, equipment, and supplies as Consultant's personnel require to perform any of the services required by this Agreement. Consultant shall perform the services off of City premises at locations of Consultant's choice, except as otherwise may from time to time be necessary in order for Consultant's personnel to receive projects from City, review plans on file at City, pick up or deliver any work product related to Consultant's performance of the services under this Agreement, or as may be necessary to inspect or visit City locations and/or private property to perform the services. City may make a computer available to Consultant from time to time for Consultant's personnel to obtain information about or to check on the status of projects pertaining to the services under this Agreement.

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. Consultant shall be responsible for and pay all wages, salaries, benefits and other amounts due to Consultant's personnel in connection with their performance of the services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such

additional personnel, including, but not limited to: Social Security taxes, other retirement or pension benefits, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance. Notwithstanding any other agency, state, or federal policy, rule, regulation, statute or ordinance to the contrary, Consultant and any of its officers, employees, agents, and subcontractors providing any of the services under this Agreement shall not become entitled to, and hereby waive any claims to, any wages, salaries, compensation, benefit or any incident of employment by City, including, but not limited to, eligibility to enroll in, or reinstate to membership in, the California Public Employees Retirement System ("PERS") as an employee of City, and entitlement to any contribution to be paid by City for employer contributions or employee contributions for PERS benefits.

C. Consultant shall indemnify and hold harmless City and its elected officials, officers, employees, servants, designated volunteers, and agents serving as independent contractors in the role of City officials, from any and all liability, damages, claims, costs, and expenses of any nature to the extent arising from, caused by, or relating to Consultant's personnel practices. or to the extent arising from, caused by, or relating to the violation of any of the provisions of this Section 6. In addition to all other remedies available under law, City shall have the right to 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 Section 6. This duty of indemnification is in addition to Consultant's duty to defend, indemnify, and hold harmless as set forth in any other provision of this Agreement.

7. PERS Compliance and Indemnification.

A. General Requirements. The parties acknowledge that City is a local agency member of PERS, and as such has certain pension reporting and contribution obligations to PERS on behalf of qualifying employees. Consultant agrees that, in providing its employees and any other personnel to City to perform the services under this Agreement, Consultant shall assure compliance with the Public Employees' Retirement Law, commencing at Government Code Section 20000, the regulations of PERS, and the Public Employees' Pension Reform Act of 2013, as amended. Without limitation to the foregoing, Consultant shall assure compliance with regard to personnel who have active or inactive membership in PERS and to those who are retired annuitants and in performing this Agreement shall not assign or utilize any of its personnel in a manner that will cause City to be in violation of the applicable retirement laws and regulations.

B. Indemnification. Consultant shall defend (with legal counsel approved by City, whose approval shall not be unreasonably withheld), indemnify, and hold harmless City, and its City and its elected officials, officers, employees, servants, designated volunteers, and agents serving as independent contractors in the role of City officials, from any and all liability, damages, claims, costs, and expenses of any nature to the extent arising from, caused by, or relating to Consultant's violation of any provisions of this Section 7. This duty of indemnification is in addition to Consultant's duty to defend, indemnify, and hold harmless as set forth in any other provision of this Agreement.

8. 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 8 shall survive the expiration or termination of this Agreement.

9. 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 9 into any subcontract that Consultant executes in connection with the performance of this Agreement.

10. 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 10 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 10, 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 10 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 10 shall survive the expiration or termination of this Agreement.

11. 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 11.

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) Professional Liability 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 11 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 11.

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 11 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 11 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 11 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 11 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 11 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 11, 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 11. 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 10 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 11.

12. 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.

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

14. 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.

15. 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.

16. 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: Public Works, Engineering
City of Covina
125 E. College Street
Covina, California 91723

If to Consultant:
Attn: Mario Cadenas
PCAM, LLC
3165 Garfield Avenue
Los Angeles, CA 90040

17. 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.

18. 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 18 shall be void and of no effect and shall entitle City to terminate this Agreement. As used in this Section 18, "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.

19. No Third Party Beneficiaries Intended. Except as otherwise provided in Section 10, 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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: Chris Marcarello

Title: City Manager

ATTEST:

By: _____

Name: Fabian Velez

Title: Chief Deputy City Clerk

Consultant:

PCAM, LLC (dba Parking Company of
America)
a Limited Liability Company

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

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

EXHIBIT A
APPROVED FEE SCHEDULE

EXHIBIT B
SCOPE OF SERVICES



CC Regular Meeting AGENDA ITEM REPORT

Meeting: June 17, 2025
Title: Adoption of Ordinance 25-03
Presented by: Brian K. Lee, Deputy City Manager/Director of Community Development
Recommendation: Adopt Ordinance 25-03 Entitled, "Approving Zone Change (ZCH) 25-2, and Amending the City's Official Zoning Map for 340 Parcels from the Existing Rd Residential Zone (Multifamily Rd 1250 And Rd 1500) to High Density Residential Zone (HDR), and the List of Assessors Parcel Numbers are Attached Hereto as Exhibit A, and Making a Finding of Exemption Pursuant to CEQA Guidelines Section 15061(B)(3)".

EXECUTIVE SUMMARY:

Ordinance 25-03 (Attachment A) was approved at introduction by a 5-0 vote of the City Council at the June 3, 2025, City Council Meeting.

DISCUSSION:

It is recommended that the City Council adopt the second reading of Ordinance 25-03 entitled, "Approving Zone Change (ZCH) 25-2, and Amending the City's Official Zoning Map for 340 Parcels from the Existing Rd Residential Zone (Multifamily Rd 1250 And Rd 1500) to High Density Residential Zone (HDR), and the List of Assessors Parcel Numbers are Attached Hereto as Exhibit A, and Making a Finding of Exemption Pursuant to CEQA Guidelines Section 15061(B)(3)".

FISCAL IMPACT:

There is no fiscal impact for the second reading and adoption of this ordinance.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

Not applicable.

Respectfully submitted,

Brian K. Lee, AICP
Deputy City Manager/Director of Community Development

ORDINANCE 25-03

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, APPROVING ZONE CHANGE (ZCH) 25-2, AND AMENDING THE CITY'S OFFICIAL ZONING MAP FOR 340 PARCELS FROM THE EXISTING RD RESIDENTIAL ZONE (MULTIFAMILY RD 1250 AND RD 1500) TO HIGH DENSITY RESIDENTIAL ZONE (HDR), AND THE LIST OF ASSESSORS PARCEL NUMBERS ARE ATTACHED HERETO AS EXHIBIT A, AND MAKING A FINDING OF EXEMPTION PURSUANT TO CEQA GUIDELINES SECTION 15061(b)(3)

WHEREAS, the City is responsible for adopting and implementing land use regulations within its boundaries; and

WHEREAS, Government Code Section 65860 mandates all cities, including Covina, ensure that zoning districts are consistent with their land use designations; and

WHEREAS, the City has identified properties within the RD-1500 and RD-1250 zoning designations that have zoning densities inconsistent with range of the applicable General Plan High Residential land use designation; and

WHEREAS, the City therefore must amend the zoning designations to so it is consistent with the General Plan; and

WHEREAS, the proposed Zone Change is consistent with the General Plan and Housing Element. None of the zoning amendments result in a reduction of residential density for any parcel are identified in the housing element as necessary to fulfill the City's RHNA allocation. Thus, the sites identified in the housing element remain adequate to accommodate the City's share of RHNA; and

WHEREAS, the Zone Change will not otherwise affect the current use of the affected properties, and no specific development project is connected with the proposed Zone Change; and

WHEREAS, CMC Chapter 17.80 provides the procedures and proceedings for any amendment to the text of Title 17 (Zoning) of the CMC and the Zone Change to the Official Zoning Map of City of Covina; and

WHEREAS, Government Code Section 65854 provides that the Planning Commission hold a hearing on proposed zone change and Section 65855 requires that at the hearing, the Planning Commission render its decision in the form of a written recommendation to the City Council, and transmit the recommendation in such form and manner as specified by the City Council; and

WHEREAS, CMC Section 17.80.050 further provides that any recommendation by the Planning Commission for an amendment shall require an affirmative vote of not less than two-thirds of the total voting members after at least one public hearing and must be filed with the City

Council, together with a report of findings, hearings, and other supporting data, within thirty (30) days after the conclusion of the public hearing; and

WHEREAS, on April 22, 2025, the Planning Commission conducted a duly noticed public hearing and considered the proposed Zone Change (ZCH) 25-2. After receiving oral and written evidence, and public input, the Planning Commission concluded said hearing, and by a 4-0 (one absent) vote, adopted Resolution No. 2025-003 PC recommending to the City Council the approval of the Zone Change (ZCH) 25-2; and

WHEREAS, on June 3, 2025, the City Council of the City of Covina held a duly noticed public hearing as prescribed by law to consider the proposed Zone Change (ZCH) 25-2 and any comments received prior to or at the public hearing, at which time staff presented its report, and interested persons had an opportunity to and did testify either in support or in opposition to proposed Zone Change (ZCH) 25-2. Following consideration of the entire record of information received at the public hearing and due consideration of the proposed Zone Change (ZCH) 25-2, the City Council closed the public hearing on that same date; and

WHEREAS, all legal prerequisites prior to adoption of this Ordinance have occurred.

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

SECTION 1. The foregoing recitals are true and correct and are incorporated herein and made an operative part of this Ordinance.

SECTION 2. California Environmental Quality Act Findings. The City Council hereby finds that the proposed Zone Change (ZCH) is exempt from CEQA because it can be seen with certainty that there is no possibility that the proposed Zone Change from the existing RD Residential Zone (Multifamily - RD1250 and RD 1500) to High Density Residential (HDR) Zone for 340 parcels throughout the City will have a significant adverse effect on the environment. The City Council further finds that the Zone Change implements Government Code Section 65860 to align the zoning with their applicable General Plan land use designation, that it would not approve any development project or cause other physical change to the environment, that it would not increase the development potential beyond already applicable General Plan limits, nor change the allowable land uses or development intensities as authorized under the existing General Plan. Therefore, the City Council determines that the adoption of this Zone Change is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the CEQA Guidelines. The City Council has reviewed the administrative record concerning the proposed ZCH 25-2 and the proposed CEQA determination, and based on its own independent judgement, approve the CEQA exemption.

SECTION 3. Findings for ZCH 25-2. Based on the evidence in the record, reviewing the recommendation of the Planning Commission, and after fully informed, the City Council hereby finds that the proposed Zone Change (ZCH) 25-2 is consistent with the Land Use Plan and the Programs and Implementation Measures of the Covina General Plan Land Use Element, and is in compliance with State Law because the amended zoning designation now conforms with the density ranges or regulations of the applicable General Plan land use designation for the properties.

SECTION 4. Approval. In consideration of the findings stated above, the City Council of the City of Covina does hereby approve Zone Change (ZCH) 25-2, amending the City's Official Zoning Map for 340 parcels throughout the City from the existing RD Residential Zone (Multifamily – RD 1250 and RD 1500) to High Density Residential (HDR) Zone, and the list of Assessor's Parcel Numbers, as set forth in Exhibit "A"; and, incorporated herein by this reference as though set forth in full. Further, the City Council hereby directs the Director of Community Development to cause the amendment of the Official Zoning Map of the City of Covina to reflect Zone Change (ZCH) 25-2.

SECTION 5. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unenforceable by a court of competent jurisdiction, the remaining portions of this Ordinance shall nonetheless remain in full force and effect. The City Council hereby declares that it would have adopted each section, subsection, sentence, clause, phrase, or portion of this Ordinance, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions of this Ordinance be declared invalid or unenforceable.

SECTION 6. Savings Clause. Neither the adoption of this Ordinance nor the repeal or amendment by this Ordinance of any ordinance or part or portion of any ordinance previously in effect in the City or within the territory comprising the City, shall in any manner affect the prosecution for the violation of any ordinance, which violation was committed prior to the effective date of this Ordinance, nor be construed as a waiver of any license, fee or penalty or the penal provisions applicable to any violation of such ordinances.

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

SECTION 8. Certification. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause this Ordinance to be published within 15 days after its passage, in accordance with Section 36933 of the Government Code.

PASSED, APPROVED, and ADOPTED this __ day of ____, 2025.

City of Covina, California

BY: _____
VICTOR LINARES, Mayor

ATTEST:

FABIAN VELEZ, Chief Deputy City Clerk

APPROVED AS TO FORM:

CANDICE K. LEE, City Attorney

CERTIFICATION

I, Fabian Velez, Chief Deputy City Clerk of the City of Covina, do hereby certify that Ordinance 25-02 was introduced for first reading at a regular meeting on the __ day of ____, 2025. Thereafter, said Ordinance was duly approved and adopted at a regular meeting of said City Council on the __ day of ____, 2025, by the following vote:

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

Dated:

FABIAN VELEZ, Chief Deputy City Clerk

EXHIBIT A
ZONE CHANGE (ZCH) 25-2
FROM RD RESIDENTIAL ZONE (MULTIFAMILY RD 1250 AND RD 1500) TO HIGH
DENSITY RESIDENTIAL (HDR)
LIST OF ASSESSORS PARCEL MAP NUMBERS

	Assessor Parcel Map numbers		Assessor Parcel Map numbers	Assessor Parcel Map numbers	Assessor Parcel Map numbers
1	8445026018		8451003029	8430030022	8444010014
2	8445026019		8451003030	8430031026	8444010017
3	8445026017		8451003028	8430030001	8444010002
4	8445025021		8451003025	8430030029	8444010018
5	8445026021		8451003027	8430030005	8444008026
6	8445026025		8451007020	8430030004	8444010001
7	8445026002		8451007019	8430030008	8444010006
8	8445026005		8451007021	8430031028	8444008030
9	8445026020		8451007037	8430031027	8444010025
10	8445027015		8451007039	8432006013	8444010009
11	8445026023		8451007041	8432006014	8444010020
12	8445027014		8451007022	8432006021	8444010019
13	8445027016		8451007040	8434016013	8444010021
14	8445027025		8451007036	8434016012	8444008029
15	8445027005		8451007038	8434016029	8444010024
16	8445027007		8451007043	8434016028	8445012013
17	8445027008		8451019086	8434016036	8445012015
18	8445027020		8451019088	8434016038	8445012014
19	8445027017		8451019084	8434016016	8445012018
20	8445027019		8451019087	8434016020	8445012020
21	8445028004		8451019085	8434016027	8445014024
22	8445027026		8428016018	8434017010	8445012017
23	8445028005		8428016021	8434017014	8445014021
24	8445028001		8429020022	8434016041	8445014004
25	8445028002		8429027012	8434017024	8445014006
26	8445030017		8429027009	8434016039	8445014005
27	8445028003		8429027013	8434016030	8445014015
28	8445030001		8429030001	8434017023	8445014023
29	8445028019		8429027015	8434016017	8445014016
30	8445028021		8429029006	8434016019	8445014020
31	8445028018		8429027016	8434017021	8445014022
32	8445028022		8429029005	8434017022	8445014001
33	8445030008		8429030002	8434017081	8445014003
34	8445028023		8429027008	8444004016	8445012019
35	8445030020		8429027014	8444004013	8445014002
36	8445030021		8429030012	8444004015	8445014017
37	8445030002		8429030014	8444004017	8445017014
38	8445030004		8429030027	8444004014	8445017015
39	8445030014		8429029007	8444004022	8445017032
40	8445030016		8429029009	8444004028	8445017012
41	8445030018		8429030003	8444004023	8445017018
42	8445030022		8429030044	8444004024	8445017024
43	8445030023		8429030043	8444004031	8445017031

44	8445031006		8429030041		8444007013		8445018011
45	8445031009		8429030042		8444007016		8445018013
46	8445031008		8429029008		8444007022		8445018009
47	8445031005		8429030045		8444007023		8445018016
48	8445031007		8429030046		8444007017		8445018008
49	8445031010		8429030048		8444007024		8445018010
50	8445031011		8429030047		8444007025		8445018004
51	8445031013						
52	8422002076		8429030049		8444007021		8445018006
53	8451003026		8429030050		8444007040		
	Assessor Parcel Map numbers		Assessor Parcel Map numbers		Assessor Parcel Map numbers		Assessor Parcel Map numbers
1	8445018021		8445022039		8445017034		8434017076
2	8445018012		8445022041		8445017036		8434017078
3	8445018014		8445022042		8445017038		8434017039
4	8445017013		8444010026		8445017035		8434017040
5	8445017016		8408021002		8444007032		8434017057
6	8445018002		8408021011		8444007034		8434017058
7	8445018027		8408021903		8444007028		8434017071
8	8445018029		8408021022		8444007033		8434017072
9	8445018015		8451007045		8444007035		8434017051
10	8445018017		8429012019		8444007030		8434017053
11	8445018031		8429033025		8444007029		8434017060
12	8445018030		8445018039		8444007031		8434017062
13	8445018007		8445018020		8434017028		8434017038
14	8445018032		8445018033		8434017029		8434017041
15	8445022012		8444004032		8434017027		8434017055
16	8445022014		8444010010		8434017030		8434017056
17	8445022021		8432016025		8434017032		8434017073
18	8445022035		8432016026		8434017031		8434017074
19	8445022017		8444004033		8434017033		8434017034
20	8445022018		8444004029		8434017036		8434017045
21	8445022034		8422002042		8434017043		8434017052
22	8445022037		8451007058		8434017050		8434017059
23	8445022040		8451007057		8434017054		8434017070
24	8445022009		8451007059		8434017061		8434017077
25	8445022032		8444010029		8434017068		8434017047
26	8445022011		8444010030		8434017075		8434017049
27	8445022013		8444010031		8434017079		8434017064
28	8445022020		8445018036		8434017035		8434017066
29	8445022010		8445018038		8434017037		8434017046
30	8445022031		8445018035		8434017042		8434017048
31	8445022015		8445018037		8434017044		8434017063
31	8445022016		8445017033		8434017067		8434017065
33	8445022019		8445017037		8434017069		8434017080



CC Regular Meeting AGENDA ITEM REPORT

Meeting: June 17, 2025
Title: Adoption of Ordinance 25-02
Presented by: Rafael M. Fajardo, Director of Public Works/City Engineer
Recommendation: Adopt Ordinance 25-02 Entitled, "Amending Chapter 2.54 (Public Projects) of Title 2 (Administration and Personnel) of the Covina Municipal Code, Revising Procedures and Requirements for Bidding of Public Works Projects, and Finding this Ordinance to be Exempt Under the California Environmental Quality Act (CEQA)".

EXECUTIVE SUMMARY:

Ordinance 25-02 (Attachment A) was approved at introduction by a 5-0 vote of the City Council at the June 3, 2025, City Council Meeting.

DISCUSSION:

It is recommended that the City Council adopt on second reading Ordinance 25-02 entitled, "Amending Chapter 2.54 (Public Projects) of Title 2 (Administration and Personnel) of the Covina Municipal Code, Revising Procedures and Requirements for Bidding of Public Works Projects, and Finding this Ordinance to be Exempt Under the California Environmental Quality Act (CEQA)".

FISCAL IMPACT:

None.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

Not applicable.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Rafael M. Fajardo", written over a horizontal line.

Rafael M. Fajardo
Director of Public Works/City Engineer

ORDINANCE 25-02

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, AMENDING CHAPTER 2.54 (PUBLIC PROJECTS) OF TITLE 2 (ADMINISTRATION AND PERSONNEL) OF THE COVINA MUNICIPAL CODE, REVISING PROCEDURES AND REQUIREMENTS FOR BIDDING OF PUBLIC WORKS PROJECTS, AND FINDING THIS ORDINANCE TO BE EXEMPT UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

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

SECTION 1. The City Council makes the following findings in connection with the adoption of this Ordinance:

- A. Prior to the enactment of the Uniform Public Construction Cost Accounting Act, California Public Contract Code Sections 22000-22045, (“the Act”), local agencies in California, including the City of Covina, were required to competitively bid all public works projects, as defined, in excess of \$5,000 in accordance with the requirements of California Public Contract Code Section 20160, et seq. Further, prior to the Act, a uniform cost accounting standard was unavailable for construction work performed or contracted by or for local public agencies.
- B. Pursuant to the Act, the Uniform Construction Cost Accounting Commission, in conjunction with the State Controller, has established uniform public construction cost accounting procedures for implementation by local public agencies electing to be governed by the provisions of the Act in performing or contracting for construction of public works projects. These include procedures based on whether the project is subject to informal or formal bidding, pursuant to bidding threshold dollar amounts established by the Act, and revised from time to time.
- C. The City has heretofore adopted its Ordinance No. 15-2043, thereby opting to be governed by the alternate bidding procedures in the Act. However, in so doing, the City adopted the informal and formal bidding amounts as they existed in 2015. Since then, those limits have been regularly increased, while the City’s bidding limits have remained fixed at the 2015 levels.
- D. It is the intent of the City Council in adopting this Ordinance, to revise the City’s bidding limits for informally bid and formally bid public works contracts, to the current levels set forth in the Act, while providing that such levels will adjust automatically as those levels are revised by the State Legislature. The City Council’s further intent in adopting this Ordinance is to further revise the City’s public works procurement procedures to more fully reflect the requirements of the Act, and other requirements of the California Public Contract Code, Labor Code and Civil Code applicable to public works contracts.

SECTION 2. Chapter 2.54 (Public Projects) of Title 2 (Administration and Personnel) of

ATTACHMENT A

the Covina Municipal Code is hereby repealed. A new Chapter 2.54 (Public Projects) is hereby added to Title 2 (Administration and Personnel) of the Covina Municipal Code to read as follows:

“Chapter 2.54. PUBLIC PROJECTS

2.54.010. Informal and formal bidding limits and procedures.

The informal and formal bidding limits for “public projects”, as defined in the Uniform Public Construction Cost Accounting Act, California Public Contract Code Sections 22000-22045, shall be as set forth in Public Contract Code Section 22032, as those limits may be amended from time to time. In accordance with the foregoing bidding limits, public works projects may be: (i) performed by City employees by force account, by negotiated contract, or by purchase order; (ii) let to contract by informal bidding procedures set forth in this Chapter; or (iii) let to contract by formal bidding procedures set forth in this Chapter.

2.54.020. Contractors list for informal bidding.

A list of contractors shall be developed and maintained in accordance with the provisions of Public Contract Code Section 22034 and criteria promulgated from time to time by the California Uniform Construction Cost Accounting Commission.

2.54.030. Notice inviting informal bids.

- (a) All contractors on the list, developed in accordance with Section 2.54.020 of this Chapter, for the category of work being bid, and all construction trade journals, as referenced in Public Contract Code Section 22036, shall be mailed a notice inviting informal bids.
- (b) Additional contractors and/or construction trade journals may be notified at the discretion of the department soliciting bids.
- (c) If there is no list of qualified contractors maintained by the City for the particular category of work to be performed, the notice inviting bids shall be sent only to the construction trade journals specified in Public Contract Code Section 22036.
- (d) If the product or service is proprietary in nature such that it can be obtained only from a certain source or contractor(s), City procedures governing sole source procurements shall be followed, to the extent permitted by law.
- (e) All mailing of notices to contractors and construction trade journals pursuant to this Section shall be completed not less than ten (10) calendar days before bids are due.
- (f) The notice inviting informal bids shall describe the project in general terms and how to obtain more detailed information about the project, and state the time and place for submission of bids.
- (g) If, following informal bidding, all bids received are in excess of the informal bid limit amounts specified in Section 2.54.010 of this Chapter, the City Council may, by adoption of a resolution by a four-fifths vote, award the contract, up to the higher amount set forth

in Public Contract Code Section 22034(d), as the same may be amended from time to time, to the lowest responsible bidder, if it determines the City's cost estimate was reasonable.

2.54.040. Notice inviting formal bids.

The notice inviting formal bids shall state the time and place for the receiving and opening of sealed bids and distinctly describe the project. The notice shall be published at least fourteen (14) calendar days before the date of opening the bids in a newspaper of general circulation, printed and published in the City; or, if there is no newspaper printed and published in the City, then in a newspaper of general circulation which is circulated within the City. If there is no such newspaper circulated in the City, then publication shall be by posting the notice in at least three places within the City as have been designated the posting of its notices. The notice inviting formal bids shall also be sent electronically, if available, by either facsimile or email and mailed to all construction trade journals specified in Public Contract Code Section 22036. The notice shall be sent at least fifteen (15) calendar days before the date of opening the bids. In addition to notice required by this Section, the City may give such other notice as it deems proper.

2.54.050. Award of contracts.

(a) In its discretion, the City may reject any bids presented, if the City, prior to rejecting all bids and declaring that the project can be more economically performed by employees of the agency, furnishes a written notice to an apparent low bidder. The notice shall inform the bidder of the City's intention to reject the bid and shall be mailed at least two business days prior to the hearing at which the City intends to reject the bid. If, after the first notice inviting bids, all bids are rejected, after reevaluating its cost estimates of the project, the City shall have the option of either of the following:

(1) Abandoning the project or readvertising for bids in the manner described by this Chapter.

(2) By passage of a resolution by a four-fifths vote of the City Council declaring that the project can be performed more economically by the employees of the City, may have the project done by force account without further complying with this Chapter.

(b) If a contract is awarded, it shall be awarded to the lowest responsible bidder. If two or more bids are the same and the lowest, the City may accept the one it chooses.

(c) If no bids are received through the formal or informal bidding procedure, the project may be performed by the employees of the City by force account, or negotiated contract without further complying with this Chapter.

(d) Notwithstanding the foregoing, the City Manager is authorized to award informally bid contracts pursuant to this Section.

2.54.060. Other requirements applicable to contracts for public works projects.

(a) Pursuant to Civil Code Section 9550, et seq., a payment bond is required for all contracts

for public works projects over \$25,000.

- (b) All public works projects over \$1,000 require payment of prevailing wages and compliance with Labor Code Sections 1720 through 1861.
- (c) All contracts for public works projects require compliance with applicable provisions of the Public Contract Code whether or not informal or formal bidding, or no bidding, is required.”

SECTION 3. CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA). Pursuant to Section 15060(c)(2) of the California CEQA Guidelines, the City Council finds that this Ordinance will not result in a direct or reasonably foreseeable indirect physical change in the environment and therefore is not subject to CEQA. Additionally, pursuant to Section 15060(c)(3) the activity is not a “project” as defined in Section 15378 because it has no potential for resulting in physical change to the environment, directly or indirectly.

SECTION 4. SEVERABILITY. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance, is for any reason held to be invalid or unconstitutional by the decision of any court or competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrases, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof, be declared invalid or unconstitutional.

SECTION 5. CITY CLERK CERTIFICATION. The City Clerk shall certify to the adoption of this Ordinance and cause the same to be posted at the duly designated posting places within the City and published once within fifteen (15) days after passage and adoption as required by law; or, in the alternative, the City Clerk may cause to be published a summary of this Ordinance and post a certified copy of the text of this Ordinance in the Office of the City Clerk five (5) days prior to the date of adoption of this Ordinance, and, within fifteen (15) days after adoption, the City Clerk shall cause to be published the aforementioned summary and shall post a certified copy of this Ordinance, together with the vote for and against the same, in the Office of the City Clerk.

PASSED, APPROVED, and ADOPTED this __ day of ____, 2025.

City of Covina, California

BY: _____
VICTOR LINARES, Mayor

ATTEST:

FABIAN VELEZ, Chief Deputy City Clerk

APPROVED AS TO FORM:

CANDICE K. LEE, City Attorney

CERTIFICATION

I, Fabian Velez, Chief Deputy City Clerk of the City of Covina, do hereby certify that Ordinance 25-02 was introduced for first reading at a regular meeting on the ___ day of ____, 2025. Thereafter, said Ordinance was duly approved and adopted at a regular meeting of said City Council on the ___ day of ____, 2025, by the following vote:

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

Dated:

FABIAN VELEZ, Chief Deputy City Clerk



CC Regular Meeting AGENDA ITEM REPORT

Meeting: June 17, 2025
Title: Confirmation of Mayor's Appointments to Intergovernmental Agencies
Presented by: Chris Marcarello, City Manager
Recommendation: Approve the Mayor's appointments of delegates and alternates to Intergovernmental Agencies.

EXECUTIVE SUMMARY / BACKGROUND:

With each election and/or reorganization of the City Council, appointments are made by the Mayor to various organizations in which the City has membership or participates as a liaison.

DISCUSSION:

Attachment A to this staff report is the list of appointments made by Mayor Linares, which includes the following organizations:

- Sanitation Districts of Los Angeles County
- City Selection Committee

FISCAL IMPACT:

Funding for necessary travel expenses has been authorized and budgeted in the City Council Conferences as Travel Account #1010-0010-53200.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

Not applicable.

Respectfully submitted,

Chris Marcarello
City Manager

CITY OF COVINA
, 2025

MAYOR'S APPOINTMENTS TO INTERGOVERNMENTAL AGENCIES

AGENCY	DELEGATE	ALTERNATE	MEETING DAYS & TIMES	STIPEND	Notes
Sanitation Districts of Los Angeles County 19555 Workman Mill Road Whittier, CA 90607 562-908-4288 info@lacsdc.org	Linares	Cortez	4 th Wednesday, Every Month at 1:30 pm, District Offices Kimberly Christensen, Secretary to Board	\$125 Per mtg	*Mayor must be Delegate; any Councilmember may be Alternate <i>*700 Form Required</i>
Foothill Transit 100 S. Vincent Ave, Ste 200 West Covina, CA 91790 626-931-7300 ext. 0 626-931-7304, Board Secretary	Allen	Cortez	Last Friday of each month at 7:45 am, except for Feb and Nov Annual meeting is in May Doran Barnes, CEO dbarnes@foothilltransit.org	\$176 Per mtg	<i>*700 Form Required</i>
Independent Cities Association PO Box 39381 Downey, CA 90239 310-486-7555 ica@icacities.org	Linares	Allen	2 nd Thursday, Every Month Except August at 7 pm Marcel Rodarte, Business Manager	n/a	
League of California Cities LA County Division 1400 K Street, Suite 400 Sacramento, CA 95814 626-786-5142	Allen	Delgado	1 st Thursday of January, March, & June (& as needed) at 6:30 pm (various locations) Jennifer Quan, Executive Director jquan@calcities.org	n/a	*Walt is Chair of the League's Public Safety Committee
San Gabriel Valley Council of Governments (SGV COG) 1000 S. Fremont Ave. Unit #42 Alhambra, CA 91803 626-457-1800 sgv@sgvcog.org	Delgado	Linares	3 rd Thursday, Every Month at 4 pm Foothill Transit Office 100 S Vincent Ave, Ste 200 West Covina, CA 91790 Marisa Creter, Executive Director Currently, meetings are virtual.	\$75 Per mtg	<i>*700 Form Required</i>
San Gabriel Valley Mosquito & Vector Control District 1145 N. Azusa Canyon Road West Covina, CA 91790 626-814-9466	Cortez		2 nd Friday, Every Month at 7 am Jarrod Dever, District Manager	\$100 Per mtg	
SGV Water Association (Watermaster) 725 N. Azusa Avenue Azusa, CA 91702 626-815-1300 www.sgvwa.org www.Watermaster.org	King	Linares	1 st Wednesday, Every Month at 2:30 pm at San Gabriel Basin Watermaster Arrica Jimenez, Administration Manager arrica@watermaster.org	n/a	
Southern California Association of Governments (SCAG) 900 Wilshire Blvd. Ste 1700 Los Angeles, CA 90017 213-630-1420	Delgado	Cortez	Annual/When Called Kome Ajise, Executive Director ajise@scag.ca.gov aguilarm@scag.ca.gov	n/a	<i>*700 Form Required for committee members only</i>
City Selection Committee & LAFCO LA County Commission Services Hall of Administration 500 W. Temple Street, Rm B50 Los Angeles, CA 90012 213-974-1143	Linares	Delgado	When Called (Held in conjunction w/League Meetings) Lori Glasgow, Executive Officer executiveoffice@bos.lacounty.gov	n/a	*Mayor must be Delegate; any Councilmember may be Alternate

CITY OF COVINA
MAYOR'S APPOINTMENTS TO BOARDS, COMMISSIONS AND COMMITTEES
_____, 2025

COUNCIL LIAISON TO BOARDS, COMMISSIONS, COMMITTEES

Community Recognition Committee – King/Allen

Finance Advisory Commission – Cortez/King

Library Board of Trustees – Delgado/King
(Library Community Room—6:30 pm/3rd Wednesday each month)

Planning Commission – Linares/Cortez
(Council Chambers @ 7:00 p.m. 2nd & 4th Tuesday each month)

Traffic and Parking Advisory Commission – Delgado/Linares

Youth Accountability Board – King/Linares
(Quarterly —check agenda for time and location)

City Auditors Committee – Cortez/Allen
(Meets twice a year with the City Auditors)

Covina Chamber of Commerce – Linares/King

Covina Concert Band – Allen/King
(Recreation Hall at Covina Park @ 9:00 a.m. on the 3rd Saturday of odd months, Jan. March, May, July, Sept., Nov.)

Council Committee -- Policy Development Assignments
(Policy development assignments may occur throughout the year as needed)

Code Enforcement – Linares/Allen

Parks & Recreation – King/Delgado

Planning – Cortez/Linares

Public Library – King/Delgado

Seniors – Allen/Cortez



CC Regular Meeting

AGENDA ITEM REPORT

Meeting: June 17, 2025

Title: Barranca Avenue Street Resurfacing Project – Project No. P2507 & Cienega Avenue Street Resurfacing Project – Project No. P2508 – Final Acceptance and Filing Notice of Completion

Presented by: Rafael M. Fajardo, Director of Public Works/City Engineer

Recommendation: 1. Accept the work performed by Gentry Brothers, Inc.; and
2. Authorize the City Clerk to file a Notice of Completion for the Barranca Avenue Street Resurfacing Project – Project No. P2507 & Cienega Avenue Street Resurfacing Project – Project No. P2508.

EXECUTIVE SUMMARY/BACKGROUND:

On November 19, 2024, the City Council approved a contract with Gentry Brothers, Inc. in the amount of \$1,910,443 with a project scope that included replacement of existing, worn-out pavement, complete sidewalk repairs, and improve other appurtenances. The project rehabilitated approximately 2.0 miles of arterial roadways including Barranca Avenue from Cypress Street to Northerly City Limit and Cienega Avenue from Grand Avenue to Barranca Avenue. Additionally, an Alternate Bid Item was included above and beyond the Base Bid Schedule. Alternate Bid Item No. 1 included resurfacing and roadway reconstruction on Sunflower Avenue from Covina Boulevard to Cypress Avenue in the amount of \$432,900 utilizing Proposition C Funding via the Sunflower Avenue Street Resurfacing Project - Project No. P2509.

Project construction has been completed and City staff recommends acceptance of the work performed by Gentry Brothers, Inc., and to authorize the City Clerk to file a Notice of Completion (Attachment A) for the Barranca Avenue Street Resurfacing Project – Project No. P2507 & Cienega Avenue Street Resurfacing Project – Project No. P2508.

DISCUSSION:

During construction, the need for additional work not included in the original scope of work was identified by the City. As a result, the City Engineer reviewed and approved the following change orders, increasing the overall contract amount by \$226,100.00:

- **Change Order No. 1** – Increased the overall contract by \$7,371 for surface retarder on aggregate concrete
- **Change Order No. 2** – Increased the overall contract by \$74,525 for additional trees and landscaping elements along Cienega Avenue
- **Change Order No. 3** – Increased the overall contract amount by \$2,596 for striping on Sunflower Avenue
- **Change Order No. 4** – Increased the overall contract amount by \$15,950 for additional bicycle loops at the intersection of Cienega Avenue and Barranca Avenue
- **Change Order No. 5** – Increased the overall contract amount by \$20,358 for additional miscellaneous concrete work
- **Change Order No. 6** – Increased the overall contract amount by \$29,700 for additional striping and traffic control needs
- **Change Order No. 7** – Increased the overall contract amount by \$75,600 for a 5” Header Cut and 2” Pave AC at the Covina Boulevard Intersection

FISCAL IMPACT:

Project funding for the Barranca Avenue Street Resurfacing Project – Project No. P2507 & Cienega Avenue Street Resurfacing Project – Project No. P2508 was allocated as follows:

Project Funds	Amount	Account
Barranca Avenue		
SB-1	\$1,268,519	2310-2200-55310-P2507
Measure W	<u>\$100,000</u>	2510-5600-55320-P2507
Subtotal	\$1,368,519	
Cienega Avenue		
SB-1	\$262,159	2310-2200-55310-P2508
Measure M	\$237,841	2420-2200-55310-P2508
Measure W	\$100,000	2510-5600-55320-P2508
Sewer	<u>\$100,000</u>	6300-2700-55310-P2508
Subtotal	\$700,000	
Sunflower Avenue		
Prop C	<u>\$500,000</u>	2405-2200-55310-P2509
Grand Total-Available Funds	\$2,568,519	
Budget Transfers Out:		
-Measure W-CRV Land Acquisition	(\$200,000)	
-Measure M-Street Resurfacing	(\$50,000)	
Budget Transfer In–Cienega Landscape	\$74,525	
Project Appropriations	\$2,393,044	

Moreover, \$200,000 from Measure W was programmed to be used for drought tolerant landscaping, biofiltration basis, and tree installations along Barranca Avenue and Cienega Avenue. As Alternate Bid Items associated with this scope of work totaled more than the approved project budget, City staff in turn reallocated this funding source towards land acquisition related to the Covina Recreation Village Project. Additionally, \$50,000 from Measure M funding from the Cienega Avenue Street Resurfacing Project was transferred out for use towards the Street Residential Resurfacing Project. Lastly, Resolution CC 2025-11 from the February 28, 2025 City Council Meeting appropriated \$74,525 from the Street Trees and Landscape Maintenance Fund – Fund Balance for use towards landscaping items along Cienega Avenue. On balance, total project appropriations for this project were \$2,393,044.

The following table represents the final project summary:

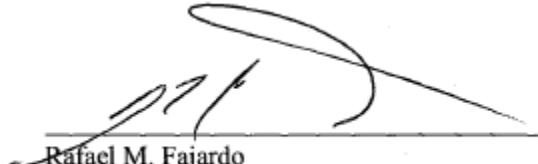
Item	Actual
Project Appropriations	\$2,393,044
Gentry Brothers, Inc. – (Contract Amount plus Alternate Bid Item No. 1 and Change Orders)	(\$1,898,379.50)
CEJ Engineers, Inc – (Construction Management & Inspection Services)	(\$92,460)
CEJ Engineers, Inc – (Design)	(\$28,264)
Professional Creation Landscape – (Timer and Pedestal Installation)	(\$13,400)
JCL Traffic Services – (Street Signage)	(\$2,330.11)
Boomerang Blueprint (Plans & Specs Reproduction)	(\$426.50)
Total Expenditures	(\$2,035,260.11)
Total UNDER BUDGET	\$357,783.89

Project savings of \$357,783.89 will be returned to the City's Road Maintenance and Rehabilitation Fund - Fund Balance (\$96,664.89), Measure M Fund – Fund Balance (\$48,783), Proposition C Fund - Fund Balance (\$137,811), and Sanitary Sewer Fund – Fund Balance (\$74,525) for use towards future projects.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

This project has been determined to be categorically exempt under CEQA in accordance with Title 14, Chapter 3, Class 1, Sections 15301 and 15302. This exemption includes the minor alteration of existing public facilities involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination. The project involves negligible or no expansion of an existing use.

Respectfully submitted,



Rafael M. Fajardo
Director of Public Works/City Engineer

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

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF COMPLETION

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

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

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

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

NAMES

ADDRESSES

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

NAMES

ADDRESSES

7. A work of improvement on the property hereinafter described was completed on: May 7, 2025. The work done was:
Barranca Avenue Street Resurfacing Project – Project No. P2507 & Cienega Avenue Street Resurfacing Project – Project No. P2508

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

Gentry Brothers, Inc.

November 19, 2024

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

(Date of Contract)

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

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

Barranca Avenue Street Resurfacing Project – Project No. P2507 & Cienega Avenue Street Resurfacing Project – Project No. P2508

**Barranca Avenue from Cypress Street to Northerly City Limit,
Cienega Avenue from Grand Avenue to Barranca Avenue, Sunflower
Avenue from Covina Boulevard to Cypress Avenue**

10. The street address of said property is

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

Dated June 17, 2025

Fabian Velez, Chief Deputy City Clerk, City of Covina

VERIFICATION

I, the undersigned, say: I am the

City Engineer

(President of, Manager of, Partner of, Owner of)

The declarant of the foregoing Notice of Completion;

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

Executed on June 17, , 2025 at Covina , California .

Rafael M. Fajardo, City of Covina

ATTACHMENT A





CC Regular Meeting AGENDA ITEM REPORT

Meeting: June 17, 2025
Title: County of Los Angeles Department of Public Health Public Health Services Contract
Presented by: Chris Marcarello, City Manager
Recommendation: Authorize the City Manager to execute the Public Health Services contract with the County of Los Angeles.

EXECUTIVE SUMMARY/BACKGROUND:

The County of Los Angeles has established contracts with 85 cities within its jurisdiction. The City of Covina entered into these services beginning in June of 1948 and has since designated the County's Public Health Officer as the City's Health Officer. These services include the enforcement of rules and regulations set forth by the County of Los Angeles Department of Public Health. Covina has also participated in the County's Assumption of Liability agreement for these and other services provided by the County.

The County has recently reviewed its contracts with various cities and is now looking to execute new agreements with all 85 contracted cities. The new agreement would continue the services provided at no cost, excluding additional mutually agreed upon services, to the City and have an initial term of five years, expiring in June of 2029. After this initial term, the contract would automatically renew for an additional five-year term at every expiration indefinitely. Should the City desire to exit this agreement, notification would be required to be provided at least 180 calendar days prior to July 1 of the following year.

FISCAL IMPACT:

There is no fiscal impact for the entering of this agreement though costs may be incurred if services beyond the scope of the agreement are provided and will be paid on an as-needed basis.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

Not applicable.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Chris Marcarello", written over a horizontal line.

Chris Marcarello
City Manager

**DEPARTMENT OF PUBLIC HEALTH
PUBLIC HEALTH SERVICES CONTRACT**

THIS CONTRACT "Contract" is made and entered into on _____

by and between

COUNTY OF LOS ANGELES
(hereafter "County")

and

CITY OF COVINA
(hereafter "City")

THIS PUBLIC HEALTH SERVICES CONTRACT ("Contract") is made by and between the County of Los Angeles, hereinafter referred to as the "County", and the City of Covina hereinafter referred to as "City."

RECITALS:

The City desires to continue to contract with the County for the performance of public health services by the County's Department of Public Health ("Public Health"), for the County's Health Officer to act as the City's Health Officer, and for the County's Department of Public Health to serve as the City's Environmental Health Department.

The County agrees to continue performing such services on the terms and conditions set forth in this Contract.

This Contract is authorized by California Health and Safety Code Sections 101400 and 101405.

To effectuate public health services for the City, the County and its duly appointed Health Officer shall exercise the powers and duties that are conferred upon local health officers by law.

The County Health Officer shall fulfill the obligations and exercise the authority conferred by California Health and Safety Code Sections 101470 and 101475 within the territorial jurisdiction of the City in the performance of this Contract.

THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **TERM:** This Contract shall become effective upon date of execution, and replace all prior contracts for public health services between the City and County. This contract shall continue in full force and effect until June 30, 2029. Subject to Section 7 below, this Contract shall thereafter be automatically renewed for consecutive five (5) year terms, for an indefinite period, without further action by either City or County, unless City or County terminates the Contract in the manner set forth in Section 7.
2. **PUBLIC HEALTH SERVICES:** The County and the County's Health Officer shall observe and enforce within the territorial jurisdiction of the City all of the following:
 - a. Orders, quarantine, and other regulations, concerning public health, prescribed by the California Department of Public Health ("CDPH").
 - b. Statutes relating to public health.
 - c. Provisions of Los Angeles County Code, Title 11, and any amendments thereto, as adopted by City by ordinance or resolution, to the same extent as they are enforced in the unincorporated area of the County.
3. **DESCRIPTION OF PUBLIC HEALTH FUNCTIONS:**
 - a. The performance of all public health services, the standard of performance and other matters incidental to the performance of public health services and observation and enforcement of public health statutes, regulations, ordinances and CDPH orders and guidance shall be determined solely at the discretion of the County Health Officer and/or Director of County

Public Health. The control of County personnel under this Contract shall remain exclusively with the County.

- b. The County agrees to continue to perform for the City such public health services as are authorized or mandated by state laws or regulations related to public health, to be performed by the local health officer or local enforcement agency.
 - i. Pursuant to California Health and Safety Code section 101045, the County shall investigate health and sanitary conditions in detention facilities operated by the City, if any. County may bill and receive payment from City for inspection and reporting services in the manner provided by Paragraph 4, subsections (g) and (h) of this Contract.
 - ii. For future enactments of state law or regulation, County agrees to perform public health services that impose a specific duty or obligation on the local health officer to observe or enforce. Should future state law statutory or regulatory enactment related to public health not impose a duty or obligation on the local health officer, City may request in writing that the County perform that public health service. Should County elect to perform that discretionary public health service for City, pursuant to such City request, then County may bill and receive payment from City for inspection and reporting services in the manner provided by Section 4, subsections (g) and (h) of this Contract.
- c. The County agrees to continue to perform for the City such public health services as authorized or mandated by provisions of Title 11 of the Los Angeles County Code, and any amendments or additions thereto, that the City has adopted via ordinance or resolution.
 - i. Should the County Board of Supervisors enact future provisions to or amend existing provisions of Title 11 of the Los Angeles County Code, County will inform the City of the newly enacted provision or amendment via email to the City's Manager, and describe the

- enacted new provision or amendment and the impact to the services performed under this Contract, if any.
- ii. For future ordinances that may be enacted by the Board of Supervisors into Title 11 of the Los Angeles County Code, in order for the County to observe and enforce that enacted ordinance within the City, the City must approve the incorporation of the identical version of that new Title 11 provision into its municipal code via ordinance or by resolution of the City Council.
 - iii. Any future amendments to provisions of Title 11 of the Los Angeles County Code that exist in the City's Municipal Code at the date of the execution of this Contract, shall be incorporated by the City into its municipal code.
- d. The County shall issue public health permits and licenses to permittees located within the City and collect the fees as provided for in Los Angeles County Code, Title 8, Chapter 8.04. Such fees shall be retained by County Public Health for the benefit of County as full compensation for the services performed by the Public Health Director and County Health Officer on behalf of the City.
- i. County may, from time to time, amend or alter the public health permit or license fees charged to those individuals or entities required to obtain a public health permit or license pursuant to either state statute or Los Angeles County Code, Title 8, Chapter 8.04.
 - ii. City may not set, collect, or retain public health permit or license fees for any public health service performed by County under this Contract.
- e. For the purpose of performing said functions, County shall furnish and supply all necessary labor, supervision, equipment, and supplies necessary to provide the public health services described in this Contract and as necessary to protect the public health, safety, and welfare as determined by Public Health in its sole discretion. All persons employed in

the performance of public health services and functions under this Contract shall be County personnel.

4. GENERAL TERMS:

- a. To facilitate the performance of public health services, City and County will cooperate and assist each other to fulfill the purpose and intent of this Contract.
- b. Exhibit A of this Contract, which is attached hereto and incorporated herein, shall provide the language of the City's Municipal Code, as amended, that reflects the City's specific adoption of Division 1 of Title 11 of the Los Angeles County Code as of the effective date of this Contract. Exhibit A may be revised to reflect any changes to the City's Municipal Code regarding Title 11 of the Los Angeles County Code.
- c. All persons employed in the performance of such public health duties, functions and services for City shall be County employees or personnel and no City employee shall be supplanted by County, and no person employed by County under this Contract shall have any City pension, civil service, or any status or right.
- d. The City shall not be called upon to assume any liability for the direct payment of any salary, wages or other compensation to any County personnel performing services hereunder for the City, or be liable for compensation to or required to indemnify any County employee for injury or sickness arising out of his or her employment.
- e. The parties have executed an Assumption of Liability Contract approved by the Board of Supervisors on December 27, 1977, and/or a Joint Indemnity Contract approved by the Board of Supervisors on October 8, 1991. Whichever of these documents the City has signed later in time is currently in effect and hereby made a part of and incorporated into this Contract by reference. In the event that the Board of Supervisors later approves a revised Joint Indemnity Contract, and the City executes the

revised contract, the subsequent contract as of its effective date shall supersede the contract previously in effect between the parties hereto.

- f. City is not required to separately reimburse County for the performance or enforcement of any City ordinance or resolution which adopts identical provisions of Los Angeles County Code, Title 11, and its amendments.
 - g. Should City request in writing additional public health services of the County, that are not required by statute, regulation or CDPH Order, or as provided in Title 11 of the Los Angeles County Code, the County may charge the City, at rates approved by the Board of Supervisors, an hourly rate that will reimburse the County for the costs for the provision of those specific public health services.
 - h. County, through its Director of Public Health, must render to City within twenty (20) calendar days after the close of each calendar month an itemized invoice which covers all extra services performed for City if such services were requested by the City in writing, during said month, and City must pay County within thirty (30) days after date of such invoice.
 - i. If a violation of public health statutes, regulations or ordinances results in a public health hazard within the City, County will notify the City Manager in writing. If the City elects to pursue legal prosecution or abatement, City shall provide to County contact information for counsel that will represent the City or the People in any legal proceeding to abate or mitigate the public health hazard. City shall bear the full cost of such proceedings. County may bill City on an hourly basis for time spent by County employees participating in such legal proceedings.
5. **NOTICES:** Notices hereunder must be in writing and may either be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, attention to the parties at the addresses listed below. Public Health Director, or the Director's designee, is authorized to execute all notices or demands which are required or permitted by County under this Contract.

Addresses and parties to be notified may be changed by providing at least ten (10) working days prior written notice to the other party.

A. Notices to County must be addressed as follows:

- (1) Department of Public Health
Environmental Health – Administrative Headquarters
5050 Commerce Drive
Baldwin Park, California 91706
Attention: Director, Environmental Health
E-mail: EHAdmin@ph.lacounty.gov
- (2) Department of Public Health
Contracts and Grants Division
5555 Ferguson Drive, 2nd Floor, Suite 210
Commerce, CA 90022
Attention: Division Director
Email: contracts-grants@ph.lacounty.gov
- (3) Department of Public Health
Office of the Director
Attention: Director, Public Health
313 North Figueroa Street
Los Angeles, CA 90012
Email: DPHDirector@ph.lacounty.gov

B. Notices to City must be addressed as follows:

- (1) City of Covina
Attention: City Manager
125 East College Street
Covina, CA 91723
Email: cmarcareello@covinaca.gov
Phone: (626) 384-5400

6. **GOVERNING LAW, JURISDICTION, AND VENUE:** This Contract will be governed by, and will be construed in accordance with, the laws of the State of California. City agrees and consents to the exclusive jurisdiction of the courts of the State of California or the United States Courthouse, Central District, Western Division, for all purposes regarding this Contract and further agrees and consents

that venue of any action brought under this Contract shall be exclusively in the County of Los Angeles.

7. **TERMINATION FOR CONVENIENCE:** The performance of services under this Contract may be terminated, with or without cause, in whole or in part, from time to time when such action is deemed by County or City to be in their own best interest. Termination of services hereunder shall be effectuated by the delivery of an advance written Notice of Termination of the entire Contract by one party to the other at least one hundred and eighty (180) calendar days prior to July 1 of the following calendar year. The termination of services may only be effective on July 1 of the calendar year, so as to assure no lapse in public health and local health officer services to the residents of City.
8. **ALTERATION OF TERMS/AMENDMENTS:** The body of this Contract and any Exhibits attached hereto, and documents incorporated by reference, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Contract. No addition to, or alteration of, the terms of this Contract, whether by written or verbal understanding of the parties, their officers, employees or agents, shall be valid and effective unless made in the form of a written amendment to this Contract which is formally approved and executed by the parties in the same manner as this Contract.
9. **INDEPENDENT CONTRACTOR STATUS:** This Contract is by and between the County and City and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and City. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

10. NO INTENT TO CREATE A THIRD-PARTY BENEFICIARY CONTRACT:

Notwithstanding any other provision of this Contract, the parties do not in any way intend that any person shall acquire any rights as a third-party beneficiary under this Contract.

11. VALIDITY: If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

12. WAIVER: No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be subscribed by its Director of Public Health, and Contractor has caused this Contract to be subscribed in its behalf by its duly authorized officer, the month, day, and year first written above.

CITY OF COVINA

COUNTY OF LOS ANGELES

By: _____
Chris Marcarello
City Manager

By: _____
Barbara Ferrer, Ph.D., M.P.H., M.Ed.
Director

Date: _____

Date: _____

APPROVED AS TO FORM
BY THE OFFICE OF THE CITY ATTORNEY

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL

CANDICE LEE, City Attorney

DAWYN R. HARRISON, County Counsel

By: _____
City Attorney

APPROVED AS TO CONTRACT
ADMINISTRATION:
Department of Public Health

Date: _____

By: _____
Contracts and Grants Division

ATTEST:
ANDREW ALEMAN, City Clerk

Date: _____

By: _____
City Clerk

Date: _____
(AFFIX CORPORATE SEAL HERE)

#07642:db

Exhibit A:
CITIES - HEALTH OFFICER - ADOPTION OF COUNTY CODE
COVINA

ADOPTION OF OUR COUNTY CODE TITLE 8 & TITLE 11

8.04.010 Adoption of the Health and Safety Code of the county of Los Angeles.

<p>A. Adoption. Subject to the changes and amendments set forth in this chapter, the Los Angeles County Code, Title 11, as amended through and including February 28, 1998, is hereby adopted by reference as the Public Health Code for the city of Covina (hereafter referred to as "Health Code"). Ordinance No. 97-0071 adopted by the Los Angeles County board of supervisors on December 16, 1997, relating to the operation of food establishments and the certification of food handlers is hereby specifically adopted by reference and is made a part of the Health Code. Copies of the Health Code are on file in the office of the city clerk and are open to public inspection.</p>

<p>B. Definitions. Wherever said Health Code uses the following words or phrases, they, respectively, shall mean:</p>

- | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ol style="list-style-type: none">1. "County" or "county of Los Angeles" means the city of Covina; and2. "Health officer" or "county health officer" means the health officer of the city of Covina. |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

<p>C. Penalty. Violation of any provisions of the Health Code shall be punishable by a fine of not more than \$1000, or by imprisonment in the county jail for not more than six months, or both. Each day during any portion of which any violation of any provision of the said Health Code is committed or permitted, shall be deemed to be a separate offense. (Ord. 98-1834 § 1, 1998; Ord. 1258 § 1, 1974; 1964 Code § 14.1.)</p>

CITY MUNICIPAL CODE EXCLUSION OF SPECIFIC PUBLIC HEALTH SERVICES

None



CC Regular Meeting

AGENDA ITEM REPORT

Meeting:	June 17, 2025
Title:	Authorize Side Letter Agreements between the City of Covina and the Police Association of Covina (PAC) and the Police Supervisors of Covina (PSC)
Presented by:	Joanna Espinosa, Human Resources Manager Ric Walczak, Chief of Police Chris Marcarello, City Manager
Recommendation:	That the City Council adopt Resolution CC 2025-71 and Resolution CC 2025-72, authorizing the following organizational changes: <ol style="list-style-type: none">1. Authorize the City Manager to execute a side letter agreement between the City and the Police Association of Covina (PAC) Bargaining Unit to establish a temporary double overtime pay for Public Safety Dispatchers.2. Authorize the City Manager to execute a side letter agreement between the City and the Police Supervisors of Covina (PSC) Bargaining Unit to revise Article 11.4: Overtime and establish a temporary double overtime pay.

EXECUTIVE SUMMARY:

The recruitment and retention of qualified law enforcement personnel continues to be a challenge for most law enforcement agencies in California. Additionally, competition between local law enforcement agencies to attract qualified candidates has increased significantly, creating staffing and coverage challenges to appropriately serve local communities. Despite the City's best recruitment efforts, the Police Department has been challenged with recent staffing vacancies in its Police Communications Division ranks that impacts operational capabilities.

As a result, the Covina Police Department and Human Resources Department have worked to develop new recruiting strategies to help enhance recruitment efforts. As proposed, the City Council will consider authorizing side letters to its labor agreements with the Police Officer's Association and Police Supervisors of Covina to address current staffing challenges in the Police Communications Division. This strategy would implement a short-term incentive for public safety dispatchers to help maintain essential public safety services while recruitment efforts continue.

DISCUSSION:

The Police Department has faced a challenge with several Public Safety Dispatchers leaving for other agencies over the past year. The Police Department is budgeted for ten full-time positions of which four are currently vacant. The City is actively recruiting for these positions but despite these efforts we have been unable to maintain the appropriate staffing levels. The current workload necessary to ensure consistent and efficient emergency response services has placed considerable strain on existing employees, who have demonstrated exceptional dedication in covering additional shifts.

To ensure public safety and effectively implement initiatives aimed at retaining and supporting employee morale during this challenging period, it is recommended that a temporary double overtime pay rate be established for the classification of Public Safety Dispatcher.

Additionally, the current PSC MOU (effective July 1, 2024), establishes that the Dispatch Supervisor may, on occasion, be required to perform the duties of a Public Safety Dispatcher. When the Dispatch Supervisor is

required to perform the duties of a Public Safety Dispatcher outside of their normal work schedule, the Chief of Police may authorize overtime for actual hours worked in the Dispatcher capacity. The Dispatch Supervisor has continuously worked in the capacity of Public Safety Dispatcher in order to maintain operational efficiency. As such, it is recommended that the Dispatch Supervisor also be eligible to receive temporary double overtime pay only when required to work in the capacity of Public Safety Dispatcher.

The double overtime pay would be temporary and will expire as of December 31, 2025.

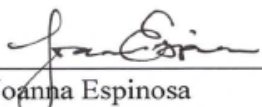
FISCAL IMPACT:

The cost to fund the double overtime pay is estimated to be \$26,000 and will be funded by savings from the vacant Public Safety Dispatcher positions already included in the Fiscal Year 2025-26 budget.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

Not applicable.

Respectfully submitted,


Joanna Espinosa
Human Resources Manager


Ric Walczak
Chief of Police


Chris Marcarello
City Manager

RESOLUTION CC 2025-71

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINA,
CALIFORNIA, AUTHORIZING A SIDE LETTER BETWEEN THE CITY
OF COVINA AND THE POLICE ASSOCIATION OF COVINA (PAC)**

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

WHEREAS, PAC and the City of Covina desire to enter into a Side Letter Agreement revising Article 12.1 (Overtime) of the Memorandum of Understanding (MOU) between the City of Covina and PAC.

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

SECTION 1. The City Council approves and authorizes the City Manager to execute a Side Letter Agreement between the City of Covina and PAC revising Article 12.1 of the Memorandum of Understanding between the City of Covina and PAC, adopted by the City Council on June 18, 2024, to establish the implementation for a temporary double overtime pay for Public Safety Dispatchers. The Side Letter Agreement is attached hereto as Exhibit A.

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 17th day of June, 2025.

City of Covina, California

BY: _____
VICTOR LINARES, Mayor

ATTEST:

FABIAN VELEZ, Chief Deputy City Clerk

ATTACHMENT A

CERTIFICATION

I, Fabian Velez, Chief Deputy City Clerk of the City of Covina, do hereby certify that Resolution CC 2025-71 was duly adopted by the City Council of the City of Covina at a regular meeting held on the 17th day of June, 2025, by the following vote:

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

Dated:

FABIAN VELEZ, Chief Deputy City Clerk

**SIDE LETTER OF AGREEMENT
BETWEEN
THE CITY OF COVINA
AND
THE POLICE ASSOCIATION OF COVINA**

This Side Letter of Agreement (“Agreement”) between the City of Covina (“City”) and the Police Association of Covina (“PAC”) (collectively “Parties”) is entered into with respect to the following:

WHEREAS, on June 18, 2024, the City Council approved a Memorandum of Understanding (MOU) between the City of Covina and the Police Association of Covina which took effect July 1, 2024; and

WHEREAS, Article 12.1 (Overtime) of the PAC MOU establishes that non-sworn employees receive overtime pay rate at time and a half (x1.5) for actual hours worked in excess of forty (40) in the work period; and

WHEREAS, the Parties met and conferred to modify the existing language to establish a new double overtime pay rate benefit; and

WHEREAS, the Parties met and conferred and agree to revise the language set forth in the Parties’ Agreement; and

THEREFORE, the Parties hereby agree to the following:

Article 12.1 of the PAC MOU shall be revised as follows:

12.1. A. DOUBLE OVERTIME FOR DISPATCHERS ONLY

Effective upon City Council approval, non-sworn employees in the classification of Public Safety Dispatcher, may be eligible to receive double overtime pay for actual hours worked. Double overtime pay will be available only for any actual hours worked in excess of twenty-four (24) hours of regular overtime during any pay period. The overtime pay rate shall be double time (x2). For example, if the employee works 30 hours of overtime in a pay period, 24 hours will be paid at time and a half (x1.5) and 6 hours will be paid at double time (x2). The parties agree this provision for double overtime pay will expire as of December 31, 2025 and will not be provided going forward.

All other terms of the PAC MOU remain in effect for the term of the MOU.

This side letter shall become effective the first full pay period following, and only upon, City Council approval.

FOR THE CITY OF COVINA

Chris Marcarello
City Manager

Date

FOR THE POLICE ASSOCIATION OF COVINA

Oswaldo Preciado
President

Date

Kyle Hulsey
Vice President

Date

RESOLUTION CC 2025-72

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINA,
CALIFORNIA, AUTHORIZING A SIDE LETTER BETWEEN THE CITY
OF COVINA AND THE POLICE SUPERVISORS OF COVINA (PSC)**

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

WHEREAS, PSC and the City of Covina desire to enter into a Side Letter Agreement revising Article 11.4 (Non-Sworn Employee Overtime) of the Memorandum of Understanding (MOU) between the City of Covina and PSC.

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

SECTION 1. The City Council approves and authorizes the City Manager to execute a Side Letter Agreement between the City of Covina and PSC revising Article 11.4 of the Memorandum of Understanding between the City of Covina and PSC, adopted by the City Council on June 18, 2024, to modify the existing overtime pay rate language to include extra incentive pay(s); and to establish the implementation for a temporary double overtime pay for the Dispatch Supervisor only when required to work in the capacity of Public Safety Dispatcher. The Side Letter Agreement is attached hereto as Exhibit A.

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 17th day of June, 2025.

City of Covina, California

BY: _____
VICTOR LINARES, Mayor

ATTEST:

FABIAN VELEZ, Chief Deputy City Clerk

ATTACHMENT B

CERTIFICATION

I, Fabian Velez, Chief Deputy City Clerk of the City of Covina, do hereby certify that Resolution CC 2025-72 was duly adopted by the City Council of the City of Covina at a regular meeting held on the 17th day of June, 2025, by the following vote:

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

Dated:

FABIAN VELEZ, Chief Deputy City Clerk

**SIDE LETTER OF AGREEMENT
BETWEEN
THE CITY OF COVINA
AND
THE POLICE SUPERVISORS OF COVINA**

This Side Letter of Agreement (“Agreement”) between the City of Covina (“City”) and the Police Supervisors of Covina (“PSC”) (collectively “Parties”) is entered into with respect to the following:

WHEREAS, on June 18, 2024, the City Council approved a Memorandum of Understanding (MOU) between the City of Covina and the Police Supervisors of Covina which took effect July 1, 2024; and

WHEREAS, Article 11.4 (Non-Sworn Employee Overtime) of the PSC MOU establishes that the Dispatch Supervisor may on occasions be required to perform the duties of a Public Safety Dispatcher; and

WHEREAS, Article 11.4 (Non-Sworn Employee Overtime) of the PSC MOU establishes that the Dispatch Supervisor will receive overtime pay for actual hours worked in the capacity of Public Safety Dispatcher. The overtime pay rate shall be time and a half (x1.5) of the top step of the Public Safety Dispatcher classification, plus an additional five percent (5); and

WHEREAS, the Parties met and conferred to modify the existing overtime pay rate language to include extra incentive pays; and

WHEREAS, the Parties met and conferred to modify the existing language to establish a new double overtime pay rate benefit; and

WHEREAS, the Parties met and conferred and agree to revise the language set forth in the Parties’ Agreement; and

THEREFORE, the Parties hereby agree to the following:

Article 11.4 of the PSC MOU shall be revised as follows:

NON-SWORN EMPLOYEE OVERTIME

The classification of Public Safety Communications Supervisor (Dispatch Supervisor) is occasionally required to perform the duties of a Public Safety Dispatcher. When the Dispatch Supervisor is required to perform the duties of a Public Safety Dispatcher outside of his/her normal work schedule, the Chief of Police may authorize overtime for actual hours worked in this capacity. The

overtime pay rate shall be time and a half (x1.5) at the top step of the Public Safety Dispatch classification inclusive of all extra pays currently received by the Dispatch Supervisor, plus an additional five percent (5%).

Effective upon City Council approval, when the Dispatch Supervisor is required to perform the duties of a Public Safety Dispatcher, he/she may be eligible to receive double overtime pay for actual hours worked in this capacity. Double overtime pay will be available only for any actual hours worked in excess of twenty-four (24) hours of regular overtime during any pay period. The overtime pay rate shall be double time (x2) at the top step of the Public Safety Dispatcher classification inclusive of all extra pays currently received by the Dispatch Supervisor. For example, if the employee works 30 hours of overtime in a pay period, 24 hours will be paid at time and a half (x1.5) and 6 hours will be paid at double time (x2). The parties agree this provision for double overtime pay will expire as of December 31, 2025 and will not be provided going forward.

All other terms of the PSC MOU remain in effect for the term of the MOU.

This side letter shall become effective the first full pay period following, and only upon, City Council approval.

FOR THE CITY OF COVINA

Chris Marcarello
City Manager

Date

FOR THE POLICE SUPERVISORS OF COVINA

Ray Marquez
Police Sergeant

Date

Michael Colburn
Police Sergeant

Date



CC Regular Meeting

AGENDA ITEM REPORT

Meeting: June 17, 2025

Title: Resolutions Relating to the Annexation of Territory to CFD 2007-1, Declaring Intention to Authorize Annexation, Adopting Boundary Map, and Setting the Public Hearing Date for August 5, 2025 (342 N. Hollenbeck Avenue, Covina//Annexation 39)

Presented by: Brian K. Lee, AICP, Deputy City Manager/Director of Community Development
Alana Mantilla, Economic Development Manager

Recommendation: 1. Adopt City Resolution CC 2025-69, declaring intention to authorize the annexation of territory to Community Facilities District (CFD) No. 2007-1 (Public Services); and
2. Adopt City Resolution CC 2025-70, adopting boundary map showing territory proposed to be annexed in the future to Community Facilities District No. 2007-1 (Public Services).

EXECUTIVE SUMMARY:

On June 5, 2007, the City Council held a public hearing and formed Community Facilities District (CFD) 2007-1 (Public Services). Pursuant to the Conditions of Approval for development of one (1) single-family residence at 342 N. Hollenbeck Avenue, the builder agreed to annex to the CFD, or to pay an in-lieu fee based on the financial impact on Police, Fire, Emergency and Parks services. The builder has opted to annex into the CFD.

Under the CFD, in Fiscal Year 2025-2026, any new multi-family residential units are charged \$889.46 per unit per year for the following services: police, fire protection and suppression, paramedic services, and park maintenance. This Special Tax appears on the annual Property Tax bill for each parcel. The Special Tax authorized by the CFD shall be levied on all parcels for which building permits were issued on or before May 1 of the preceding fiscal year.

This program has been conceived with the intention that all future residential development, which results in a net increase of residential units, will annex to the CFD or pay an equivalent mitigation fee. Residential units constructed prior to formation of the CFD are not subject to the Special Tax.

DISCUSSION:

Resolutions that notice the intent of the City to annex property to the CFD, identify the boundaries of the proposed annexation, identify the types of services to be funded by the CFD, and notice that a public hearing will be held on August 5, 2025, where the City Council will consider the proposed annexation, are pursuant to the Conditions of Approval for the development of one (1) new single-family residence at 342 N. Hollenbeck Avenue, Covina, California. The Assessor's Parcel Number (APN) is 8431-020-006.

The purpose of the CFD is to finance the aforementioned public safety and park services that are in addition to those currently provided for the territory within the District. In Fiscal Year 2025-2026, the estimated amount for these services for one (1) additional single-family residence is \$889.46.

FISCAL IMPACT:

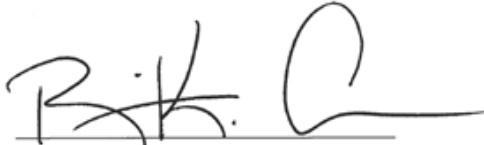
There is one (1) single-family residence in the proposed annexation area, of which one (1) is subject to the special tax. The "Special Tax" authorized by the proposed annexation to Community Facilities District 2007-1 (the "CFD") will generate an estimate of \$889.46 annually based on Fiscal Year 2025-2026 special tax rates and will be deposited to Account No. 2740-4800-45800. The Special Tax shall be used to pay for the following services:

police, fire protection and suppression, paramedic services, and park maintenance. The Special Tax will increase annually by the greater of two percent (2.00%), or the percentage change in the Consumer Price Index.

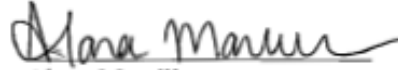
CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

This activity will not result in a reasonably foreseeable change to the physical environment; it is exempt from CEQA under State CEQA Guidelines 15061 (b) (2) and (3) and does not constitute a project.

Respectfully submitted,



Brian K. Lee, AICP
Deputy City Manager/Director of Community Development



Alana Mantilla
Economic Development Manager

RESOLUTION CC 2025-69

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, DECLARING ITS INTENTION TO AUTHORIZE THE ANNEXATION OF TERRITORY TO COMMUNITY FACILITIES DISTRICT NO. 2007-1 (PUBLIC SERVICES)

WHEREAS, the City Council of the City of Covina, California, (hereafter referred to as the “City Council”), at this time desires to authorize the annexation of territory to City of Covina Community Facilities District No. 2007-1 (Public Services) (“CFD No. 2007-1”) pursuant to the terms and provisions of the “Mello-Roos Community Facilities Act of 1982”, being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California, as amended (the “Act”); and

WHEREAS, CFD No. 2007-1 was formed to finance new police services, fire protection and suppression services, paramedic services, and park maintenance and other public services in addition to those provided in or required for the territory within CFD No. 2007-1 and will not be replacing services already available; and

WHEREAS, certain territory is proposed to be annexed to CFD No. 2007-1 and such territory shall be known and designated as Community Facilities District No. 2007-1 (Public Services), Annexation No. 39 (“Annexation No. 39”).

WHEREAS, this legislative body now desires to proceed to adopt its Resolution of Intention to annex Annexation No. 39 into CFD No. 2007-1, to describe the territory proposed to be annexed, Annexation No. 39, to specify the services to be financed from the proceeds of the levy of special taxes within Annexation No. 39, to set and specify the special taxes that would be levied within the territory to finance such services, and to set a time and place for a public hearing relating to the annexation of Annexation No. 39 into CFD No. 2007-1; and

WHEREAS, a map showing the boundaries of Annexation No. 39 proposed to be annexed has been submitted, and a copy of the map shall be kept on file with the transcript of these proceedings.

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

SECTION 1. Recitals. The above recitals are all true and correct.

SECTION 2. Authorization. The proceedings for annexing Annexation No. 39 into CFD No. 2007-1 are authorized and initiated by this legislative body pursuant to the authorization of the Act.

SECTION 3. Intention to Annex. This legislative body hereby determines that the public convenience and necessity requires that Annexation No. 39 be added to CFD No. 2007-1 in order to pay the costs and expenses for the required and authorized new services generated from new development within the City and this City Council declares its intention to annex Annexation No. 39

ATTACHMENT A

to CFD No. 2007-1.

SECTION 4. Boundaries. A general description of the boundaries of Annexation No. 39 proposed to be annexed is as follows:

All that territory proposed to be annexed to CFD No. 2007-1, as such property is shown on a map designated as “Annexation Map No. 39 of Community Facilities District No. 2007-1 (Public Services), City of Covina, County of Los Angeles, State of California,” attached hereto as Exhibit “A” and hereby incorporated by reference.

Existing territory includes the following:

CFD	General description of existing territory
Original area	1009 N. Citrus
Annexation #1	228 W. Center Street
Annexation #2	Vintage Walk 2
Annexation #3	451 E. Badillo
Annexation #4	1256 W. McGill Street
Annexation #5	Citrus Walk
Annexation #6	276 W. Dexter Street
Annexation #7	166 E. Center Street
Annexation #8	269-275 W. Center Street
Annexation #9	425 Center Street
Annexation #10	800 N. Banna Avenue
Annexation #11	735 Orange Circle
Annexation #12	308 S. Barranca Avenue
Annexation #13	1732 E. Ruddock Street
Annexation #14	1162 N. Citrus Avenue
Annexation #15	172 E. Center Street
Annexation #16	437 W. Center Street
Annexation #17	139 E. Puente Street
Annexation #18	310 W. Edna Place
Annexation #19	400 block of North Citrus Avenue
Annexation #20	245 E. Puente Street
Annexation #21	135 W. Center Street
Annexation #22	129-137 W. Orange Street
Annexation #23	155 E. San Bernardino Road
Annexation #24	449 S. Barranca Avenue
Annexation #25	546 N. Lark Ellen Avenue
Annexation #26	143 W. Center Street
Annexation #27	135 E. Badillo Street
Annexation #28	1060 W. San Bernardino Road, 1103 W. Badillo Street and 1111 W. Badillo Street
Annexation #29	707 N. Barranca Avenue
Annexation #30	342 S. Fourth Avenue
Annexation #31	316 S. Barranca Avenue

Annexation #32	155 E. Covina Boulevard
Annexation #33	671 E. Puente Street
Annexation #34	837 N. Sunflower Avenue
Annexation #35	747 N. Barranca Avenue
Annexation #36	831 W Cypress Street
Annexation #37	270 W. Dexter Street
Annexation #38	1207 W. Badillo Street (Annexation in process)
Annexation #39	342 N. Hollenbeck Avenue (Annexation in process)

SECTION 5. Name of District. The name of the district is “City of Covina Community Facilities District No. 2007-1 (Public Services)” and the designation for the territory to be annexed shall be “City of Covina Community Facilities District No. 2007-1 (Public Services), Annexation No. 39.”

SECTION 6. Services Authorized to be Financed by CFD No. 2007-1, Annexation No. 39. The services that are authorized to be financed by CFD No. 2007-1 are certain services which are in addition to those provided in or required for the territory within CFD No. 2007-1 and Annexation No. 39 and will not be replacing services already available. A general description of the services to be financed by CFD No. 2007-1 and Annexation No. 39 is as follows:

PUBLIC SERVICES

New police services, fire protection and suppression services, paramedic services, and park maintenance, including but not limited to (i) the costs of contracting services, (ii) related facilities, equipment, vehicles, ambulances, fire apparatus and supplies, (iii) the salaries and benefits of City staff that directly provide police services, fire protection and suppression services, paramedic services, and park maintenance respectively, and (iv) City overhead costs associated with providing such services within CFD No. 2007-1 and Annexation No. 39. The Special Tax provides only partial funding for Public Services.

The same types of services which are authorized to be financed by CFD No. 2007-1 are the types of services to be provided in Annexation No. 39. If, and to the extent possible, such services shall be provided in common within CFD No. 2007-1 and Annexation No. 39.

SECTION 7. Special Taxes. It is the further intention of this City Council body that, except where funds are otherwise available, a special tax sufficient to pay for such services to be provided in CFD No. 2007-1 and Annexation No. 39, and related incidental expenses authorized by the Act, secured by recordation of a continuing lien against all non-exempt real property in Annexation No. 39, will be levied annually within the boundaries of such Annexation No. 39. For further particulars as to the rate and method of apportionment of the proposed special tax, reference is made to the attached and incorporated Exhibit “B” (the “First Amended Rate and Method of Apportionment”), which sets forth in sufficient detail the method of apportionment to allow each landowner or resident within proposed Annexation No. 39 to clearly estimate the maximum amount that such person will have to pay.

The special tax proposed to be levied within Annexation No. 39 for services to be supplied

within Annexation No. 39 shall be equal to the special tax levied to pay for the same services in CFD No. 2007-1, to the extent that the actual cost of providing the services in Annexation No. 39 is equivalent to the cost of providing those services in CFD No. 2007-1. Notwithstanding the foregoing, the special tax may not be levied at a rate that is higher than the maximum special tax authorized to be levied pursuant to the First Amended Rate and Method of Apportionment.

The special taxes herein authorized, to the extent possible, shall be collected in the same manner as ad valorem property taxes and shall be subject to the same penalties, procedure, sale and lien priority in any case of delinquency as applicable for ad valorem taxes. Any special taxes that may not be collected on the County tax roll shall be collected through a direct billing procedure by the City Treasurer.

The maximum special tax rate in CFD No. 2007-1 shall not be increased as a result of the annexation of Annexation No. 39 to CFD No. 2007-1.

SECTION 8. Public Hearing. Notice is given that on the 5th day of August, 2025, at the hour of 7:30 p.m., in the regular meeting place of the City Council being the Covina City Hall located at 125 E. College Street Covina, CA 91723, a public hearing will be held where this City Council will consider the authorization for the annexation of Annexation No. 39 to CFD No. 2007-1, the proposed method and apportionment of the special tax to be levied with Annexation No. 39 and all other matters as set forth in this Resolution of Intention.

At such public hearing, the testimony of all interested persons for or against the annexation of Annexation No. 39 or the levying of special taxes within Annexation No. 39 will be heard.

At such public hearing, protests against the proposed annexation of Annexation No. 39, the levy of special taxes within Annexation No. 39 or any other proposals contained in this resolution may be made orally by any interested person. Any protests pertaining to the regularity or sufficiency of the proceedings shall be in writing and shall clearly set forth the irregularities or defects to which objection is made. All written protests shall be filed with the City Clerk prior to the time fixed for the public hearing. Written protests may be withdrawn at any time before the conclusion of the public hearing.

SECTION 9. Majority Protest. If (a) 50% or more of the registered voters, or six (6) registered voters, whichever is more, residing within CFD No. 2007-1, (b) 50% or more of the registered voters, or six (6) registered voters, whichever is more, residing within Annexation No. 39, (c) owners of one-half or more of the area of land in the territory included in CFD 2007-1, or (d) owners of one-half or more of the area of land in the territory included in Annexation No. 39, file written protests against the proposed annexation of Annexation No. 39 to CFD No. 2007-1 and such protests are not withdrawn so as to reduce the protests to less than a majority, no further proceedings shall be undertaken for a period of one year from the date of the decision by the City Council on the annexation of Annexation No. 39 to CFD 2007-1.

SECTION 10. Notice. Notice of the time and place of the public hearing shall be given by the City Clerk by publication in a legally designated newspaper of general circulation, in the territory of Annexation No. 39 and CFD 2007-1 pursuant to Section 6061 of the Government Code. Said publication shall be completed at least seven (7) days prior to the date set for the public hearing and

shall contain the information prescribed in Section 53322 of the Act.

SECTION 11. The City Clerk shall certify to the passage and adoption of this resolution and shall enter the same in the Book of Original Resolutions.

APPROVED and **PASSED** this 17th day of June, 2025.

City of Covina, California

BY: _____
VICTOR LINARES, Mayor

ATTEST:

FABIAN VELEZ, Chief Deputy City Clerk

CERTIFICATION

I, Fabian Velez, Chief Deputy City Clerk of the City of Covina, do hereby certify that Resolution CC 2025-69 was duly adopted by the City Council of the City of Covina at a regular meeting held on the 17th day of June, 2025, by the following vote:

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

Dated:

FABIAN VELEZ, Chief Deputy City Clerk


EXHIBIT A TO RESOLUTION

ANNEXATION MAP

SHEET 1 OF 1

ANNEXATION MAP NO. 39
COMMUNITY FACILITIES DISTRICT NO. 2007-1
(PUBLIC SERVICES)

CITY OF COVINA
COUNTY OF LOS ANGELES
STATE OF CALIFORNIA



FILED IN THE OFFICE OF THE CITY CLERK THIS _____
DAY OF _____, 202__.

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING
PROPOSED BOUNDARIES OF ANNEXATION NO. 39 TO
COMMUNITY FACILITIES DISTRICT NO. 2007-1 (PUBLIC
SERVICES), CITY OF COVINA, COUNTY OF LOS ANGELES,
STATE OF CALIFORNIA, WAS APPROVED BY THE CITY
COUNCIL OF THE CITY OF COVINA AT A REGULAR
MEETING THEREOF, HELD ON THE _____ DAY OF
_____, 202__, BY ITS RESOLUTION NO. _____.

FABIAN VELEZ, CHIEF DEPUTY CITY CLERK
CITY OF COVINA

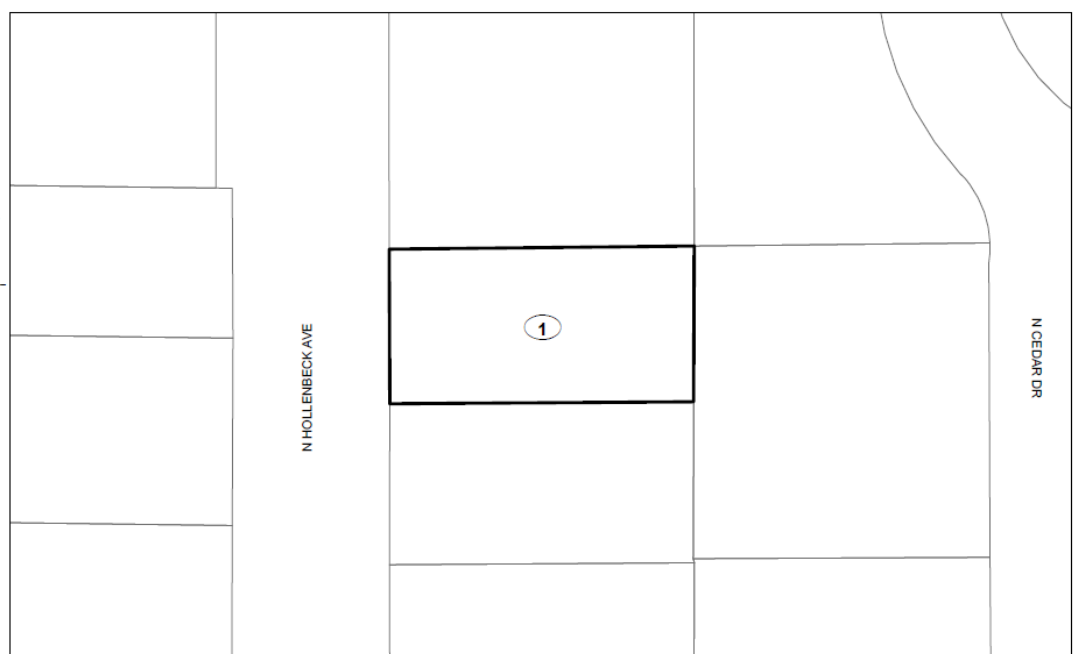
FILED THIS _____ DAY OF _____, 202__, AT THE
HOUR OF _____ O'CLOCK _____ M. IN THE BOOK
OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES
DISTRICTS, PAGE(S) _____ AND AS INSTRUMENT NO. _____
IN THE OFFICE OF THE COUNTY
RECORDER IN THE COUNTY OF LOS ANGELES, STATE OF
CALIFORNIA.

BY DEPUTY
COUNTY RECORDER
COUNTY OF LOS ANGELES
STATE OF CALIFORNIA


REFERENCE IS MADE TO THAT BOUNDARY MAP OF
COMMUNITY FACILITIES DISTRICT NO. 2007-1 (PUBLIC
SERVICES) OF THE CITY OF COVINA, RECORDED WITH
THE LOS ANGELES COUNTY RECORDER'S OFFICE ON
MAY 18, 2007, AS DOCUMENT NO. 20071218337 IN THE
BOOK OF MAPS OF ASSESSMENT AND COMMUNITY
FACILITIES DISTRICTS.


THE LINES AND DIMENSIONS OF EACH LOT OR PARCEL
SHOWN ON THIS DIAGRAM SHALL BE THOSE LINES AND
DIMENSIONS AS SHOWN ON THE LOS ANGELES COUNTY
ASSESSOR'S MAPS FOR THOSE PARCELS LISTED.

THE LOS ANGELES COUNTY ASSESSOR'S MAPS SHALL
GOVERN FOR ALL DETAILS CONCERNING THE LINES AND
DIMENSIONS OF SUCH LOTS OR PARCELS.



LEGEND

 ANNEXATION BOUNDARY

 MAP REFERENCE NUMBER

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER(S)
1	8431-020-006




EXHIBIT B TO RESOLUTION
FIRST AMENDED RATE AND METHOD OF APPORTIONMENT

FIRST AMENDED RATE AND METHOD OF APPORTIONMENT

CITY OF COVINA

COMMUNITY FACILITIES DISTRICT NO. 2007-1 (PUBLIC SERVICES)

A special tax as hereinafter defined shall be levied on and collected for Community Facilities District No. 2007-1 (Public Services) of the City of Covina (“CFD No. 2007-1”) each Fiscal Year, commencing in Fiscal Year 2007-2008, in an amount determined by the City Council of the City of Covina through the application of the appropriate Special Tax for “Developed Property,” as described below. All of the real property in CFD No. 2007-1, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent, and in the manner herein provided.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

“Act” means the Mello-Roos Communities Facilities Act of 1982 as amended, being Chapter 2.5, Division 2 of Title 5 of the Government Code of the State of California.

“Administrative Expenses” means any actual ordinary and necessary expense of the City of Covina, or designee thereof or both, to carry out the administration of CFD No. 2007-1 related to the determination of the amount of the levy of the Special Tax, the collection of the Special Tax including the expenses of collecting delinquencies, the payment of a proportional share of salaries and benefits of any City employee whose duties are directly related to the administration of CFD No. 2007-1, fees and expenses for counsel, Special Tax consultant and other consultants hired by the City in relation to CFD No. 2007-1, costs associated with responding to public inquiries regarding CFD No. 2007-1, and costs otherwise incurred in order to carry out the authorized purposes of CFD No. 2007-1.

“Affordable Housing” means any Unit within CFD No. 2007-1 that is subject to a written and recordable covenant, deed restriction, resale restriction, regulatory agreement or similar agreement with either the City of Covina or the Redevelopment Agency of the City of Covina, which restricts the amount of rent for that Unit to “affordable rent” (as that term is defined in California Health and Safety Code Section 50053) for a period of not less than fifty-five (55) years, or which restricts the purchase price for that Unit to “affordable housing cost” (as that term is defined in California Health and Safety Code Section 50052.5) for a period of not less than forty-five (45) years. A Unit shall no longer be considered Affordable Housing following the expiration or termination of the applicable covenant, restriction or agreement.

“Annual Escalation Factor” means for the Special Tax, the greater of (i) two percent (2.00%), or (ii) the percentage change in the Consumer Price Index for the Calendar Year ending in December of the prior Fiscal Year.

“Assessor’s Parcel” means a lot or parcel of land designated on an Assessor’s Parcel Map with an assigned Assessor’s Parcel number within the boundaries of CFD No. 2007-1.

“Assessor’s Parcel Map” means an official map of the Assessor of the County designating parcels by Assessor’s Parcel number.

“Base Year” means Fiscal Year ending June 30, 2008.

“Boundary Map” means the map of the boundaries for CFD No. 2007-1, as approved by the City Council, and recorded with the County in maps of assessments and community facilities districts.

“Building Permit” means a permit for new construction for a residential dwelling Unit. For purposes of this definition, “Building Permit” shall not include permits for construction or installation of retaining walls, utility improvements, or other such improvements not intended for human habitation.

“Calendar Year” means the period commencing January 1 of any year and ending the following December 31.

“CFD Administrator” means an official of the City, or designee thereof, responsible for determining the Special Tax Requirements and providing for the levy and collection of the Special Tax.

“CFD No. 2007-1” means Community Facilities District No. 2007-1 (Public Services) established by the City under the Act.

“City” means the City of Covina.

“City Council” means the City Council of the City, acting as the Legislative Body of CFD No. 2007-1, or its designee.

“Consumer Price Index” means the index published by the U.S. Department of Labor, Bureau of Labor Statistics for all urban consumers in the Los Angeles-Riverside-Orange County area.

“County” means the County of Los Angeles.

“Developed Property” means all Assessor’s Parcels within CFD No. 2007-1 for which Building Permits were issued on or before May 1 preceding the Fiscal Year for which the Special Tax is being levied, provided that a Final Map was created on or before January 1 of the prior Fiscal Year and that each such Assessor's Parcel is associated with a Lot, as determined reasonably by the City and/or CFD administrator.

“Exempt Property” means all Assessor’s Parcels within CFD No. 2007-1 designated as being exempt from the Special Tax as determined in Section F.

“Final Map” means a subdivision of property evidenced by the recordation of a final map, parcel map, or lot line adjustment, pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq.) or the recordation of a condominium plan pursuant to California Civil Code 1352 that creates individual lots for which Building Permits may be issued without further subdivision.

“Fiscal Year” means the period commencing on July 1 of any year and ending the following June 30.

“Lot” means an individual legal lot created by a Final Map for which a Building Permit could or has been issued.

“Maximum Special Tax” means the Maximum Special Tax determined in accordance with Section C, which can be levied by CFD No. 2007-1 in any Fiscal Year on Taxable Property within CFD No. 2007-1.

“Mixed-Use Property” means all Assessor’s Parcels of Developed Property for which Building Permit(s) have been issued for purposes of constructing Non-Residential Property and Residential Property. Residential Units on Mixed-Use Property shall be classified as Multi-Family Residential.

“Multi-Family Residential” means all Assessor’s Parcels of Developed Property for which a Building Permit has been issued for purposes of constructing a residential structure consisting of two or more residential Units that share common walls, including, but not limited to, duplexes, triplexes, town homes, condominiums, apartment Units, and residential Units on Assessor’s Parcels that are considered Mixed-Use Property.

“Non-Residential Property” means all Assessor’s Parcels for which a Building Permit was issued for any type of non-residential use.

“Public Property” means any property within the boundaries of CFD No. 2007-1 that is owned by or irrecoverably dedicated to the City, the federal government, the State of California, the County, CFD No. 2007-1, or other public agency. For purposes of this definition, property owned by the Redevelopment Agency of the City of Covina is **not** considered Public Property and any property owned by the Redevelopment Agency will be subject to the levy of a Special Tax in accordance with Sections C and D herein.

“Public Services” means new police services, fire protection and suppression services, paramedic services, and park maintenance, including but not limited to (i) the costs of contracting services, (ii) related facilities, equipment, vehicles, ambulances, fire apparatus and supplies, (iii) the salaries and benefits of City and Fire District staff that directly provide police services, fire protection and suppression services, paramedic services, and park maintenance, and (iv) City and Fire District overhead costs associated with providing such services within CFD No. 2007-1. The Special Tax provides only partial funding for police, fire protection services, paramedic services, and park maintenance.

“Special Tax” means any special tax authorized to be levied by CFD No. 2007-1 pursuant to the Act to fund the Special Tax Requirement.

“Single-Family Residential” means all Assessor’s Parcels of Developed Property for which a Building Permit has been issued for purposes of constructing one single-family residential dwelling Unit.

“Taxable Property” means all Assessor’s Parcels within CFD No. 2007-1 that are not exempt from the levy of the Special Tax.

“Tax Class” means any of the classes listed in Table 1 below.

“Undeveloped Property” means all Assessor’s Parcels within CFD No. 2007-1 for which Building Permits have not been issued and that is not classified as Approved Property or Public Property.

“Unit” means any separate residential dwelling unit in which a person or persons may live, which comprises an independent facility capable of conveyance separate from adjacent residential dwelling units and is not considered to be for commercial or industrial use.

B. CLASSIFICATION OF ASSESSOR’S PARCELS

Each Fiscal Year, beginning with Fiscal Year 2007-2008, each Assessor’s Parcel within CFD No. 2007-1 shall be classified as Developed Property or Exempt Property. In addition, each Fiscal Year, beginning with Fiscal Year 2007-2008, each Assessor’s Parcel of Developed Property shall be further classified as Single-Family Residential, Multi-Family Residential, or Mixed-Use Property.

C. MAXIMUM ANNUAL SPECIAL TAX

The Maximum Special Tax for each Assessor’s Parcel classified as Single-Family Residential, Multi-Family Residential, and Mixed-Use Property in Fiscal Year 2007-2008 shall be equal to the Maximum Special Tax set forth in Table 1.

TABLE 1
MAXIMUM ANNUAL SPECIAL TAX RATES
Fiscal Year 2007-2008

Tax Class	Description	Maximum Special Tax
1	Single-Family Residential	\$527 per Unit
2	Multi-Family Residential	\$395 per Unit
3	Mixed-Use Property	\$395 per Unit

For each subsequent Fiscal Year following the Base Year, the Maximum Special Tax for each Assessor’s Parcel classified as Developed Property shall be adjusted by the Annual Escalation Factor.

Multiple Tax Classes

In some instances an Assessor’s Parcel may contain more than one Tax Class. The Maximum Special Tax levied on such Assessor’s Parcel shall be the sum of the Maximum Special Tax that can be imposed on all Tax Classes located on that Assessor’s Parcel.

D. METHOD OF APPORTIONMENT OF SPECIAL TAX

Commencing with Fiscal Year 2007-2008, and for each subsequent Fiscal Year, the Special Tax shall be levied on each Assessor’s Parcel of Developed Property at the applicable Maximum Special Tax as set forth in Section C.

E. TERMINATION OF SPECIAL TAX

The Special Tax shall be levied in perpetuity to fund Public Services provided to CFD No. 2007-1.

F. EXEMPTIONS

The City shall classify as Exempt Property: (i) Public Property, (ii) Non-Residential Property, (iii) Undeveloped Property, (iv) Affordable Housing, or (v) Assessor's Parcels with public or utility easements making impractical their utilization for other purposes than those set forth in the easement.

G. APPEALS

Any property owner claiming that the amount or application of the Special Tax is not correct may file a written notice of appeal with the City Council not later than twelve months after having paid the first installment of the Special Tax that is disputed. A representative(s) of CFD No. 2007-1 shall promptly review the appeal, and if necessary, meet with the property owner, consider written and oral evidence regarding the amount of the Special Tax, and rule on the appeal. If the representative's decision requires that the Special Tax for an Assessor's Parcel be modified or changed in favor of the property owner, a cash refund shall not be made, but an adjustment shall be made to the Special Tax on that Assessor's Parcel in the subsequent Fiscal Year(s).

H. MANNER OF COLLECTION

The annual Special Taxes shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided, however, that CFD No. 2007-1 may collect the Special Taxes at a different time or in a different manner if necessary to meet its financial obligations.

RESOLUTION CC 2025-70

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, ADOPTING BOUNDARY MAP SHOWING TERRITORY PROPOSED TO BE ANNEXED IN THE FUTURE TO COMMUNITY FACILITIES DISTRICT NO. 2007-1 (PUBLIC SERVICES)

WHEREAS, the City Council of the City of Covina, California, (hereafter referred to as the “City Council”), formed a Community Facilities District, designated as Community Facilities District No. 2007-1 (Public Services) (“CFD No. 2007-1”), pursuant to the terms and provisions of the “Mello-Roos Community Facilities Act of 1982”, being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California, as amended (the “Act”); and

WHEREAS, the City Council desires to initiate proceedings to annex certain territory to CFD No. 2007-1; and

WHEREAS, there has been submitted a map showing the territory proposed to be annexed to CFD No. 2007-1, said area to be designated as Community Facilities District No. 2007-1 (Public Services), Annexation No. 39 (hereafter referred to as “Annexation No. 39”).

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

SECTION 1. Recitals. The above recitals are all true and correct.

SECTION 2. Annexation Map. The map showing Annexation No. 39 to be subject to the levy of a special tax upon the annexation of such territory to CFD No. 2007-1 is hereby approved and adopted. Such map is designated by the name of “Annexation Map No. 39 of Community Facilities District No. 2007-1 (Public Services), City of Covina, County of Los Angeles, State of California.”

SECTION 3. Certificate. A certificate shall be endorsed on the original and on at least one (1) copy of the map of Annexation No. 39, evidencing the date and adoption of this Resolution, and within fifteen days after the adoption of the Resolution of Intention fixing the time and place of the Public Hearing to annex Annexation No. 39 to CFD No. 2007-1, a copy of said map shall be filed with the correct and proper endorsements thereon with the Los Angeles County Recorder, all in the manner and form provided for in Section 3111 of the Streets and Highways Code of the State California.

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

APPROVED and PASSED this 17th day of June, 2025.

ATTACHMENT B

City of Covina, California

BY: _____
VICTOR LINARES, Mayor

ATTEST:

FABIAN VELEZ, Chief Deputy City Clerk

CERTIFICATION

I, Fabian Velez, Chief Deputy City Clerk of the City of Covina, do hereby certify that Resolution CC 2025-70 was duly adopted by the City Council of the City of Covina at a regular meeting held on the 17th day of June, 2025 by the following vote:

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

Dated:

FABIAN VELEZ, Chief Deputy City Clerk



CC Regular Meeting

AGENDA ITEM REPORT

Meeting: June 17, 2025
Title: Increase FY 2024-25 Workers' Compensation Fund Appropriations
Presented by: Joanna Espinosa, Human Resources Manager
Recommendation: Adopt Resolution CC 2025-73 Increasing Workers' Compensation Fund Fiscal Year 2024-25 Budgeted Appropriations by \$175,000.

EXECUTIVE SUMMARY:

The City has an established internal service fund to pay for workers' compensation expenditures. The Workers' Compensation Fund receives revenue from each City department based on a formulaic calculation. Through the budget process, estimated expenditures are appropriated through historical analysis and anticipated needs. A current review of the Fund's reserve shows that it is stable, with approximately one and a half times annual operating expenses to appropriately fund workers' compensation needs. As such, it is recommended that the City Council increase budgeted appropriations in the Workers' Compensation Fund, as the City has experienced unanticipated increased expenditures in Fiscal Year 2024-25 resulting from an increase in claims involving extended medical treatments and legal expenses.

DISCUSSION:

Over the past year, the City has experienced an unexpected increase in workers' compensation claims, particularly those requiring extensive medical intervention. These claims have resulted in additional expenditures, including medical costs associated with multiple surgeries and therapy treatments, temporary disability benefits, legal, and administrative expenses related to claim processing and resolution. The proposed budget appropriation will ensure that the Fund continues to meet related obligations.

It is recommended that the City Council approve a \$175,000 appropriation from the Workers' Compensation Fund balance as a result of the increased expenditures for Fiscal Year 2024-25.

FISCAL IMPACT:

This appropriation from Workers' Compensation Fund fund balance would increase Fiscal Year 2024-25 budgeted expenditures as follows:


Account Number	Account Title	Original 2024-25 Budget	Increase	Revised 2024-25 Budget
73600860-51260	Workers Compensation Legal	\$65,000	\$ 30,000	\$95,000
73600860-51330	Medical Fees	\$440,000	\$145,000	\$585,000

The Workers' Compensation Fund has adequate fund balance for this appropriation.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

Not applicable.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Joanna Espinosa', written over a horizontal line.

Joanna Espinosa
Human Resources Manager

RESOLUTION CC 2025-73

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINA,
CALIFORNIA, TO APPROPRIATE \$175,000 OF THE WORKERS'
COMPENSATION FUND FUND BALANCE INCREASING BUDGETED
EXPENSES FOR FISCAL YEAR 2024-25**

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

WHEREAS, the reallocation of appropriations 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, in Fiscal Year 2024-25 the City of Covina has experienced a higher than usual amount of expenditures related to workers’ compensation claims; and

WHEREAS, appropriating this amount will increase Fiscal Year 2024-25 budgeted expenditures in the Workers’ Compensation Fund by \$175,000 to ensure adequate appropriations exist to meet the increased needs.

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

SECTION 1. Amend the fiscal year 2024-2025 Workers’ Compensation budget as follows:

Account Number	Account Title	Original 2024-25 Budget	Increase	Revised 2024-25 Budget
73600860-51260	Workers Compensation Legal	\$65,000	\$ 30,000	\$95,000
73600860-51330	Medical Fees	\$440,000	\$145,000	\$585,000

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 17th day of June, 2025.

City of Covina, California

BY: _____
VICTOR LINARES, Mayor

ATTACHMENT A

ATTEST:

FABIAN VELEZ, Chief Deputy City Clerk

CERTIFICATION

I, Fabian Velez, Chief Deputy City Clerk of the City of Covina, do hereby certify that Resolution CC 2025-73 was duly adopted by the City Council of the City of Covina at a regular meeting held on the 17th day of June, 2025, by the following vote:

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

Dated:

FABIAN VELEZ, Chief Deputy City Clerk



CC Regular Meeting

AGENDA ITEM REPORT

Meeting: June 17, 2025

Title: Approval of First Amendment to the Professional Services Agreement (PSA) between the City of Covina and Ocean Blue Environmental Services, Inc for Hazardous Waste Disposal Services

Presented by: Rafael M. Fajardo, Director of Public Works/City Engineer

Recommendation: 1. Authorize the City Manager to execute the First Amendment to the Professional Services Agreement with Ocean Blue Environmental Services, Inc for Hazardous Waste Disposal Services, extending the contract two additional fiscal years between July 1, 2025 through June 30, 2027; and 2. Authorize a CPI increase of \$4,000 per fiscal year for a new not-to-exceed amount of \$54,000 per fiscal year. 3. Adopt Resolution CC 2025-68, appropriating \$4,000 from Environmental Services Fund – Fund Balance for use towards the PSA for Hazardous Waste Disposal Services.

EXECUTIVE SUMMARY:

The City of Covina utilizes Ocean Blue Environmental Services, Inc. (Ocean Blue) to provide Hazardous Waste Disposal Services on a quarterly basis in order to comply with state and federal regulations. The Department of Public Works manages the Professional Services Agreement (PSA) with Ocean Blue and is requesting a Second Amendment to the existing PSA that will extend their current agreement two (2) additional fiscal years from July 1, 2025, to June 30, 2027, and also authorize a CPI increase of \$4,000 per fiscal year for a new not-to-exceed amount of \$54,000 per fiscal year.

BACKGROUND:

The City of Covina has four sources of hazardous waste that must be identified, labeled, collected, transported, and disposed of in accordance with all applicable state and federal laws. The sources of hazardous waste include:

- Abandoned hazardous waste discovered in the public right-of-way
- Hazardous waste generated through daily operations by the City
- Accidental spills or discharges in the public right-of-way or on City-owned property that require emergency response and remediation; and
- Biological and hazardous waste discovered as a result of homeless encampment cleanup

DISCUSSION:

On March 12, 2022, the City entered into a “Piggyback” opportunity that complied with the City’s purchasing code (CMC Sections 2.20.100 through 2.20.160) to lock in rates of a previously negotiated contract between Ocean Blue and the City of Long Beach/Port of Long Beach. By doing so, the City was able to benefit from already formally bid negotiated rates for hazardous waste disposal services during the period of July 1, 2022, to June 30, 2025. In an effort to extend the existing agreement, the City and Ocean Blue have entered into negotiations for a Consumer Price Index (CPI) increase and have agreed to a \$4,000 per year increment for a new not-to-exceed amount total of \$54,000 per year. This CPI increase amounts to approximately 8%, which is lower than the CPI Index Calculator for Los Angeles – Anaheim during March 2022 through January 2025 of 10.1%. City staff is pleased with the service level provided by Ocean Blue and is recommending that the term of Ocean Blue’s PSA be extended via a First Amendment with the City for two (2) additional fiscal years from July 1, 2025 through June 30, 2027, for a new not-to-exceed cost of \$54,000 per fiscal year.


FISCAL IMPACT:

A First Amendment with Ocean Blue will extend the total contract term of the agreement two additional fiscal years from July 1, 2025, through June 30, 2027, and increase the total compensation per fiscal year to a not-to-exceed amount of \$54,000. Resolution CC 2025-68 will appropriate the additional \$4,000 to the already budgeted \$50,000 in Fiscal Year 2025-2026 for a total amount of \$54,000 in the Environmental Services Budget account number (6200-5580-52140). Appropriate funding will be included in the Fiscal Year 2026-2027 Budget for the last year of the PSA during that year's annual budget process.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

Not applicable.

Respectfully submitted,



Rafael M. Fajardo
Director of Public Works/City Engineer

**FIRST AMENDMENT TO AGREEMENT BETWEEN THE CITY OF COVINA AND
OCEAN BLUE ENVIRONMENTAL SERVICES, INC FOR HAZARDOUS WASTE
DISPOSAL SERVICES**

THIS FIRSTAMENDMENT is made and entered into as of **July 1, 2025** by and between the City of Covina, a California municipal corporation (hereinafter referred to as “City”), and **Ocean Blue Environmental Services, Inc**, a **California Corporation** (hereinafter referred to as "Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. This **FIRST** Amendment is made with the respect to the following facts and purposes:
 - a. On **March 12, 2022**, the City and Consultant entered into that certain Professional Services Agreement for Hazardous Waste Disposal Services in the amount not-to-exceed **\$50,000**.
 - b. The parties now desire to extend the term of the agreement to **June 30, 2027** and increase the compensation in the amount of **\$4,000 per fiscal year** for a new total agreement amount not-to-exceed **\$54,000 per fiscal year** and amend the Agreement as set forth in this Amendment.
2. Section **1** 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, 2027, unless sooner terminated as provided in Section 13 of this Agreement.”
3. Paragraph A of Section **2** of the Agreement entitled “**COMPENSATION**” is hereby amended to read as follows:
 - A. Compensation. As full compensation for Consultant’s services provided under this Agreement, City shall pay Consultant a total amount not-to-exceed of Fifty Four Thousand Dollars (\$54,000) (the “maximum compensation”) per fiscal year, as set forth in the Approved Fee Schedule, attached hereto as Exhibit A. Any terms in Exhibit A, other than the payment rates and schedule of payment, are null and void.
4. 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:

ATTACHMENT A

City of Covina,
a California municipal corporation

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: Fabian Velez
Title: Chief Deputy City Clerk

APPROVED AS TO FORM:

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

Ocean Blue Environmental Services, Inc.
a California Corporation

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

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

ATTACHMENT A

Attached hereto and incorporated herein is the additional scope of work and associated cost as provided by the Consultant.



925 West Esther Street
Long Beach, CA 90813

Phone: (562) 624-4120

**SPECIAL RATES FOR THE CITY OF COVINA
EFFECTIVE 7/1/2025 TO 7/1/2027**

DEFINITIONS

Straight Time: Monday through Friday, from 7:00 AM to 4:00 PM

Overtime: Monday through Friday, before 7:00 AM and after 4:00 PM,
and all day on Saturdays

Premium Time: Sundays, Following Holidays

HOLIDAYS OBSERVED

New Year's Day

Martin Luther King, Jr.'s Birthday

Veterans Day

Fourth of July

Day after Thanksgiving

Christmas Day

Labor Day

Presidents Day

Memorial Day

Thanksgiving Day

Columbus Day

MINIMUM CHARGES

Four (4) hour minimum charges will apply to all call outs. Portal to Portal rates apply. Time charges include personnel, equipment and materials for preparation, mobilization, travel to and from site, demobilization, decontamination, transportation and unloading.

DISPOSAL AND OUTSIDE COSTS

All disposal, services, equipment rentals, and materials not on the rate sheet will be billed at cost plus a ten percent (10%) handling charge.



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SPECIAL RATES FOR THE CITY OF COVINA 7/1/2025 - 7/1/2027

1. HAZARDOUS WASTE-TRAINED PERSONNEL

HOURLY RATE

<u>CLASSIFICATION</u>	<u>STRAIGHT TIME</u>	<u>OVER- TIME</u>	<u>PREMIUM TIME</u>
PROJECT MANAGER	131.22	172.04	172.04
SUPERVISOR	101.09	120.53	138.02
CHEMIST / INDUSTRIAL HYGIENIST	201.20	230.36	230.36
LEAD TECHNICIAN	69.98	102.06	133.16
EQUIPMENT OPERATOR	67.07	101.09	129.28
TECHNICIAN	63.18	89.42	116.64
ILWU (INT. LONGSHORE & WHSE UNION) TECH	88.45	132.19	177.88

ALL PERSONNEL HAVE AT A MINIMUM, 40-HR HAZ-WOPER TRAINING AS SPECIFIED BY 29 CFR 1910.120

2. CERTIFIED HAZARDOUS WASTE TRANSPORTATION VEHICLES

HOURLY RATE

UTILITY TRUCK 4X4 W/TRAFFIC CONTROL LIGHTS & LIFTGATE	55.40
GEAR TRUCK W/ LIFTGATE	55.40
EMERGENCY RESPONSE UNIT - LARGE	257.58
EMERGENCY RESPONSE UNIT - SMALL	178.85
CREW VAN	48.60
BOB CAT W/SOLID TIRES	60.26
VACUUM TRAILER - 20 BBL	60.26
VACUUM TRUCK - 70 BBL W/ ROPER PUMP*	147.74
VACUUM TRUCK - 120 BBL*	169.13
VACUUM TRUCK - 120 BBL STAINLESS STEEL*	191.48
AIR EXCAVATOR*	147.74
HYDRO EXCAVATOR*	274.10
OMNI VAC - 85 BBL*	274.10
JETTER / VACTOR COMBO UNIT*	274.10
ROLL-OFF TRUCK*	147.74
ROLL-OFF TRUCK AND TRAILER*	169.13
DUMP TRUCK - 10 WHEEL*	104.00
TRASH COMPACTOR*	206.06
25' BOX VAN*	104.00
45' BOX VAN*	120.53
45' FLAT BED*	120.53
25' EQUIPMENT TRAILER	38.88
STREET SWEEPER	97.20

*** DENOTES EQUIPMENT INCLUDING OPERATOR. THESE WILL BE CHARGED AN ADDITIONAL \$29.00 PER HOUR FOR OVERTIME AND \$39.00 PER HOUR FOR PREMIUM TIME.



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SPECIAL RATES FOR THE CITY OF COVINA 7/1/2025 - 7/1/2027

3. RESPIRATORY / CONFINED SPACE ENTRY EQUIPMENT

SELF-CONTAINED BREATHING APPARATUS (30 MIN.)	150.66	DAILY
6-PACK BREATHING AIR BOTTLES	302.29	DAILY
5-MINUTE EGRESS AIR BOTTLE	42.77	DAILY
TRIPOD W/DOUBLE WINCHES	270.22	DAILY
FULL BODY HARNESS W/ SHOCK ABSORBER	38.88	DAILY
COPPUS BLOWER	218.70	DAILY
4-GAS AIR MONITOR	331.45	DAILY
PID METER	458.78	DAILY
MERCURY VAPOR ANALYZER	574.45	DAILY
OVA MONITOR	401.44	DAILY
PERSONAL 4 GAS METER	274.10	DAILY
ELECTRIC BLOWER	88.45	DAILY

4. TRAFFIC CONTROL

ARROW BOARD	245.92	DAILY
PORTABLE DECON STATION W/ARROWBOARD	328.54	DAILY
BARRICADES W/ REFLECTORS, EACH	35.96	DAILY
DELINEATOR/REFLECTIVE, EACH	1.94	DAILY
NO TURN RIGHT OR LEFT SIGNS, EACH	17.50	DAILY
TRAFFIC CONE/REFLECTIVE, EACH	2.92	DAILY
TRAFFIC CONTROL SIGNS 48"X48"/REFLECTIVE	40.82	DAILY

5. CLEANING EQUIPMENT

AIR COMPRESSOR	46.66	HOURLY
CHEMICAL DIAPHRAGM PUMP	345.06	DAILY
DECONTAMINATION STATION	235.22	DAILY
DIAPHRAGM PUMP	246.89	DAILY
SUCTION/DISCHARGE HOSE (PER FOOT)	0.97	DAILY
HYDROBLASTER	86.51	HOURLY
INTRINSICALLY SAFE PUMP FOR FUEL TANKS	120.53	DAILY
STEAM MACHINE 1,000 PSI 22 GPM	77.76	HOURLY
STEAM MACHINE 3,500 PSI 6 GPM	67.07	HOURLY
PORTABLE TRASH PUMP	230.36	DAILY
SUBMERSIBLE PUMP	204.12	DAILY
AIR SCRUBBERS PORTABLE	191.48	DAILY
HEPA FILTERS FOR SCRUBBERS	142.88	EACH
55 GALLON CARBON SCRUBBER FOR VAC TRUCKS	218.70	DAILY
3 STALL DECONTAMINATION SHOWER	328.54	DAILY

6. PORTABLE STORAGE UNITS

20-YARD BIN, OPEN TOP	28.19	DAILY
20-YARD BIN, CLOSED TOP	34.02	DAILY
40-YARD BIN, OPEN TOP	28.19	DAILY
40-YARD BIN, CLOSED TOP	35.96	DAILY
4" TANK MANIFOLD	21.38	DAILY
BIN LINERS	58.32	EACH



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SPECIAL RATES FOR THE CITY OF COVINA 7/1/2025 - 7/1/2027

7. OIL SPILL EQUIPMENT

20' DRUM & SUPPLY TRAILER W/ 4' SIDES & 12,000 GVW	230.36	DAILY
BOOM TRAILER (STANDBY) W/ 1500' OF 8"x12" BOOM	172.04	DAILY
BOOM 8"x12" (DEPLOYED)	1.94	PER FT/DAY
BOOM 4"x12" (DEPLOYED)	0.97	PER FT/DAY
22' TOW/SPILL CONTROL BOAT W/ 200 HP MOTOR	147.74	HOURLY
22' x 8' SELF POWERED BARGE	99.14	HOURLY
19' TOOL SPILL BOAT W/90HP	99.14	HOURLY
17' TOW/SPILL CONTROL BOAT W/ 40 HP MOTOR	82.62	HOURLY
14' TOW/SPILL CONTROL BOAT W/ 25 HP MOTOR	65.12	HOURLY
12' PUNTS	38.88	HOURLY
12' PUNTS W/ 5HP MOTOR	48.60	HOURLY
SPLASH ZONE 2-PART SEALER	180.79	PER GALLON
25 LBS ANCHORS W/ 15' CHAIN	16.52	DAILY
15 LBS ANCHORS W/ 10' CHAIN	11.66	DAILY
24" BOEYS	16.52	DAILY
EMERGENCY RESPONSE TRAILER	517.10	DAILY
ROPE MOP SKIMMER	172.04	HOURLY
DRUM SKIMMER TDS-136 W/ POWER PACK	230.36	HOURLY
SKIM-PAK SERIES 4000 W/ CONTROL SYSTEM	69.98	HOURLY
SKIMMER TRAILER	230.36	DAILY
ABSORBENT BOOM TRAILER	172.04	DAILY
ATV (ALL TERRAIN VEHICLE) W/TRAILER	300.35	DAILY
FORKLIFT TRAILER	108.86	DAILY

8. MATERIALS

10 GALLON DOT DRUM, STEEL	55.40	EACH
15 GALLON DOT DRUM, POLY	55.40	EACH
16 GALLON DOT DRUM, STEEL	55.40	EACH
20 GALLON DOT DRUM, STEEL	58.32	EACH
30 GALLON DOT DRUM, POLY	58.32	EACH
30 GALLON DOT DRUM, STEEL	58.32	EACH
5 GALLON DOT DRUM	20.41	EACH
55 GALLON DOT DRUM, POLY	68.04	EACH
55 GALLON DOT DRUM, STEEL	67.07	EACH
55 GALLON DOT DRUM, BIO	43.74	EACH
85 GALLON DRUM, OVERPAK, STEEL	245.92	EACH
95 GALLON DRUM, OVERPAK, POLY	245.92	EACH
ACID SPILFYTER NEUTRALIZER PER GALLON	85.54	EACH
BASE SPILFYTER NEUTRALIZER PER GALLON	85.54	EACH
BIO-SOLVE (HYDROCARBON ENCAPSULANT)	40.82	PER GALLON
BLEACH	4.86	PER GALLON
CHEMICAL POLY TOTES	354.78	EACH
CHLOR-D-TECT Q4000	20.41	EACH
CITRI-CLEAN, 55 GALLON	918.54	PER DRUM
DIESEL FUEL (EQUIPMENT)	5.83	PER GALLON
DRUM LINER	2.92	EACH
DUCT TAPE	6.80	PER ROLL
FACE SHIELD	14.58	EACH



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SPECIAL RATES FOR THE CITY OF COVINA 7/1/2025 - 7/1/2027

HAND AUGER	96.23	DAILY
HEPA VACUUM FILTER PROTECTORS	22.36	EACH
HEPA VACUUM REPLACEMENT BAGS	22.36	EACH
OIL SORBENT POM POMS	63.18	PER BALE
PLASTIC BAGS	82.62	PER BOX
PLASTIC SHEETING	82.62	PER ROLL
RAGS, 50 LB BOX	74.84	PER BOX
ROPE 1/2 POLY, 100' ROLL	35.96	PER ROLL
ROPE 5/8 POLY, 100' SPOOL	40.82	PER ROLL
SAMPLE JARS - 1QT	14.58	EACH
SAND BAGS	3.89	EACH
SHRINK WRAP	34.02	ROLL
SIMPLE GREEN	14.58	PER GALLON
SODA ASH	6.80	PER GALLON
SORBENT BOOM W/ JELLING MATERIAL	458.78	PER BALE
SORBENT BOOM, 8"x10"	60.26	EACH
SORBENT PADS 18"x18"x1/4" (200/BALE)	99.14	PER BALE
SUPERFINE, 25 LB BAG	20.41	PER BAG
TRIWALL BOXES	172.04	EACH
VACTOR FLEX HOSE 4"	1.94	PER FOOT
VACTOR FLEX HOSE 6"	2.92	PER FOOT

9. TOOLS AND OTHER EQUIPMENT

BIO-HAZARD "BLOOD" SPILL KIT	114.70	EACH
BOAT HOOKS 3'-9' TELESCOPING	7.78	DAILY
BOBCAT SWEEPER ATTACHMENT	243.00	DAILY
CHEST WADERS	68.04	DAILY
14 PORTABLE GAS POWERED ABRASIVE SAW	164.27	DAILY
COM-A-LONG - 4000 LBS	6.80	DAILY
CUTTING TORCH	166.21	DAILY
DRUM SAMPLING ROD (GLASS)	7.78	EACH
DRUM VACUUM - 55 GALLON	132.19	DAILY
EXTENSION LADDER	14.58	DAILY
EYEWASH STATION	35.96	DAILY
FIRE PROTECTION SUIT (1500 DEGREE PROTECTION FACTO	245.92	DAILY
FORK LIFT	243.00	DAILY
GENERATOR, 10KV TRAILER MOUNTED	38.88	HOURLY
GENERATOR, 5500 WATTS	137.05	DAILY
HAND TOOLS	58.32	DAILY
HAND WASHING STATION	55.40	DAILY
HAZ-CAT KIT	22.36	PER TEST
HEAVY DUTY JETTER NOZZLES	260.50	DAILY
HEPA VACUUM (DRY)	172.04	DAILY
HIP WADERS	58.32	DAILY
HUDSON SPRAYER	22.36	DAILY
JACK HAMMER 90 LBS	137.05	DAILY
LIFE JACKETS	17.50	DAILY
LIGHT STAND (2 BULBS)	40.82	DAILY



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SPECIAL RATES FOR THE CITY OF COVINA 7/1/2025 - 7/1/2027

LIGHT TOWER (4 BULBS)	328.54	DAILY
MEALS ON SPILLS	7.78	EACH
MERCURY VACUUM	574.45	DAILY
NON-SPARKING COLD CUTTER / RIVET BUSTER	108.86	DAILY
NON-SPARKING COLD CUTTER TIPS	34.02	EACH
PER DIEM ALLOWANCE ON TRAVEL	180.79	DAILY
PICKS "MINERS"	2.92	DAILY
PLUG & DIKE, 1 LB CAN	28.19	EACH
POLY SIPHON (POGO) PUMP	21.38	EACH
PORTABLE RESTROOM W/SINK	172.04	DAILY
PROFILING FEE (PER WASTE STREAM)	86.51	EACH
RADIO 2-WAY, INTRINSICALLY SAFE	45.68	DAILY
SAWZALL	91.37	DAILY
SKIL SAW	40.82	DAILY
STEEL SPIKES, 36"	5.83	DAILY
TRANSFER HOSES, 1 - 4"	48.60	DAILY
TRUCK RAMPS (30,000 LBS)	328.54	DAILY
VAPOR TIGHT DROP LIGHTS	172.04	DAILY
VENTILATION FAN	132.19	DAILY
WATER METER	287.71	DAILY
WATER TANK TRAILER W/ PUMP	388.80	DAILY
DRUM DOLLY	27.22	DAILY

10. PERSONAL PROTECTIVE EQUIPMENT (PPE)

LEVEL "A" - FULLY ENCAPSULATED GAS-TIGHT SUIT WITH SCBA	546.26	PER SET
LEVEL "B" - POLY-TYVEK THROUGH FULLY ENCAPSU- LATED SUIT, BUT NOT GAS TIGHT W/SCBA	172.04	PER SET
LEVEL "C" - TYVEK THROUGH SARANEX SUIT W/ AIR PURIFYING RESPIRATOR	74.84	PER SET
LEVEL "D" - TYVEK, POLY-TYVEK, COVERALL OR RAINGEAR SUIT WITH GLOVES, BOOTS, HARDHAT AND SAFETY GLASSES	35.96	PER SET

RESOLUTION CC 2025-68

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, AMENDING THE FISCAL YEAR 2025/2026 OPERATING BUDGET AND INCREASE FUNDING FROM AVAILABLE ENVIRONMENTAL SERVICES FUND – FUND BALANCE FOR USE TOWARDS THE PROFESSIONAL SERVICES AGREEMENT FOR HAZARDOUS WASTE DISPOSAL SERVICES IN THE AMOUNT OF \$4,000

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 Fiscal Year 2025-2026 Operating Budget & Capital Improvement Plan (CIP) was approved on May 6, 2025; and

WHEREAS, the approved Operating Budget and Capital Improvement Plan (CIP) is in accordance with all applicable ordinances of the City and all applicable statutes of the State; and

WHEREAS, the City of Covina wishes to amend the 2025/2026 Operating Budget and appropriate \$4,000 for use towards the Professional Services Agreement for Hazardous Waste Disposal Services in the amount of \$4,000.

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

SECTION 1. Amend the Fiscal Year 2025/2026 Operating Budget appropriating \$4,000 for use towards the Professional Services Agreement for Hazardous Waste Disposal Services as stated below:

Account No.	Account Description	Amount (\$)	Increase/Decrease
6200-5580-52140	Environmental Services Fund-Waste Management- Hazardous Waste	\$4,000	Increase

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 17th day of June, 2025.

City of Covina, California

BY: _____
VICTOR LINARES, Mayor

ATTACHMENT C

ATTEST:

FABIAN VELEZ, Chief Deputy City Clerk

CERTIFICATION

I, Fabian Velez, Chief Deputy City Clerk of the City of Covina, do hereby certify that Resolution CC 2025-68 was duly adopted by the City Council of the City of Covina at a regular meeting held on the 17th day of June, 2025, by the following vote:

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

Dated:

FABIAN VELEZ, Chief Deputy City Clerk



CC Regular Meeting **AGENDA ITEM REPORT**

Meeting: June 17, 2025
Title: Adoption of Urgency Ordinance Extending Ordinance 25-01, Establishing a Moratorium on Battery Energy Storage Systems (BESS) Facilities within City Limits for a Period of 10 Months and 15 Days
Presented by: Brian K. Lee, Deputy City Manager/Community Development Director
Recommendation: Request the City Council adopt Ordinance 25-04, an urgency measure, extending Ordinance 25-01, establishing a moratorium on the acceptance and processing of any new entitlement applications and/or issuing any permit for new Battery Energy Storage Systems (BESS) within the city limits.

BACKGROUND:

On May 6, 2025, the City Council unanimously adopted Urgency Ordinance 25-01 with a vote of 5-0-0. This ordinance is effective for a period of 45 days, with the possibility of extending it for an additional 10 months and 15 days. Its purpose is to temporarily halt the acceptance and processing of any new entitlement applications and to stop issuing permits for new battery energy storage systems (BESS) within the city limits.

On June 5, 2025, a public notice was published regarding the City Council meeting scheduled for June 17, 2025, to discuss the potential extension of the Urgency Ordinance.

DISCUSSION:

Extending the 45-day moratorium by an additional 10 months and 15 days would give staff enough time to research best practices, maintain engagement with LACFD and METRO, and develop appropriate policies to address safety concerns while ensuring responsible energy infrastructure planning.

The Zoning Code Amendment, which will include any necessary revisions, is expected to be presented to the Planning Commission for public hearing and recommendation to the City Council for consideration and adoption in the coming months. A brief overview of these proposed revisions will be reviewed with the City Council as part of its consideration of this item.

FISCAL IMPACT:

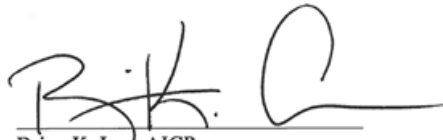
No direct fiscal costs are associated with the City Council's extension of the Urgency Ordinance, which will establish temporary regulations and standards for the development of Battery Energy Storage System (BESS) facilities.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

The ordinance was reviewed in accordance with the California Environmental Quality Act (CEQA) (Public Resources Code Section 21000 et seq.) and the Guidelines (Cal. Code Regs., tit. 14, §15000 et seq.) The interim ordinance is not subject to CEQA as it prohibits the use and development of BESS facilities in the City while the City studies appropriate regulations and is therefore not expected to lead to any direct or reasonably foreseeable indirect physical changes in the environment. CEQA Guidelines Section 15060(c)(2). Furthermore, this Interim Ordinance exempt from CEQA pursuant to CEQA Guidelines Sections 15061(b)(3) [it can be seen with certainty

that there is no possibility the activity in question may have a significant effect on the environment] and CEQA Guidelines Section 15269(c) [exemption for specific actions necessary to prevent or mitigate an emergency]. This ordinance addresses a clear and imminent danger, precluding specified development of BESS facilities in the City to protect life, health, property, and essential public services until appropriate regulations are adopted.

Respectfully submitted,

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

Brian K. Lee, AICP
Deputy City Manager/Director of Community Development



ITEM NO. NB 1

CC Regular Meeting

AGENDA ITEM REPORT

<input checked="" type="checkbox"/> Approved by vote	5-0
<input type="checkbox"/> Not approved/Denied by vote	
<input type="checkbox"/> Continued to	
<input type="checkbox"/> Adopted Resolution No.	URGENT
<input checked="" type="checkbox"/> Introduced/Adopted Ordinance No.	25-01

Meeting: May 6, 2025

Title: Adoption of Urgency Ordinance Establishing a Temporary Moratorium on Battery Energy Storage Systems (BESS)

Presented by: Brian K. Lee, Deputy City Manager/Community Development Director

Recommendation: Request the City Council adopt Ordinance 25-01, entitled "An Urgency Ordinance of the City Council of the City of Covina, California, enacted pursuant to Government Code Section 65858 establishing a moratorium on accepting and processing any new entitlement applications and/or issuing any permits for new Battery Energy Storage Systems (BESS) within the City limits; declaring the urgency thereof and making a determination of exemption under the California Environmental Quality Act".

EXECUTIVE SUMMARY:

Battery Energy Storage System (BESS) facilities collect energy from the electrical grid, store it, and later discharge that energy to provide electricity or other grid services when needed, particularly during periods of high demand. There is a growing demand for BESS facilities due to the increasing need for renewable electricity, which supports the state's clean energy goals and ensures the reliability of the electric system, among other factors.

However, there have been several recent fires at BESS facilities in California and across the nation. BESS facilities that utilize lithium-ion batteries pose unique fire and explosion hazards. While lithium-ion batteries can be safe and stable when installed correctly, certain conditions can increase the risk of fire and thermal runaways. These conditions include impact, puncture, or mechanical damage, as well as overcharging, overheating, and short circuits.

Currently, there are no commercial BESS facilities within the city limits of Covina. The City has received two inquiries regarding proposed BESS facilities within the City. The City does not have specific land use policies or standards in place to regulate the location and operation of BESS facilities. This absence of regulation raises concerns related to safety and compatibility with adjacent land uses, among other factors.

Adoption of this urgency ordinance would establish a temporary moratorium, prohibiting grid-scale "Front-of-the-Meter" BESS facilities in the City while the City studies and considers land use development policies and standards related to BESS facilities. Adoption of this urgency ordinance requires a 4/5 vote of the City Council.

BACKGROUND & DISCUSSION:

BESS Facilities

BESS facilities collect energy from the electrical grid, store it, and later discharge that energy to provide electricity or other grid services when needed, particularly during periods of high demand. A commercial BESS facility refers to one that supplies electricity to third parties. There is a growing demand for BESS facilities due to the increasing need for renewable electricity, which supports the state's clean energy goals and ensures the reliability of the electric system, among other factors.

There have been several recent fires at BESS facilities in California and across the nation. BESS facilities that utilize lithium-ion batteries pose unique fire and explosion hazards. While lithium-ion batteries can be safe and

stable when installed correctly, certain conditions can increase the risk of fire and thermal runaways. These conditions include impact, puncture, or mechanical damage, as well as overcharging, overheating, and short circuits.

BESS Facility Inquiries

In August 2024, one applicant (Covina Reliability) initiated a preliminary application review for the construction and operation of a battery energy storage system situated on a 3.4-acre site comprising five parcels located at 522, 534, and 680 Edna Place. This site falls within the M-1 (Light Manufacturing) Zone. Under the Covina Municipal Code, “Utilities” are a permitted use pursuant to Section 17.54.020(G). This use encompasses electric distribution and public utility substations, as well as electric and public utility transmission substations and service yards, both public and private. In April 2025, the city received additional inquiries regarding the establishment of a second potential BESS facility.

City Lacks Regulations; Safety Concerns

Currently, there are no commercial BESS facilities within the city limits of Covina, and the city does not have specific land use policies or standards in place to regulate the location and operation of BESS facilities. This absence of regulation raises concerns related to safety and compatibility with adjacent land uses, among other factors.

The City of Covina is primarily developed with dense residential and commercial areas. The proposed site for the potential Covina Reliability BESS would be in close proximity to residential townhomes, commercial establishments, light manufacturing operations, and a Metrolink Railway. This situation makes the city particularly vulnerable to hazards such as major fires, explosions, and toxic smoke plumes from BESS facilities. In response to public safety concerns, city staff have conducted a collaborative review of the potential Covina Reliability BESS project in coordination with the Los Angeles County Fire Department (LACFD). As BESS facilities become more prevalent, the LACFD is actively working to establish regulatory codes and compliance standards to effectively govern their operations. Both the city and the LACFD are collaborating with Covina Reliability to evaluate the project in terms of public safety.

On October 7, 2023, the Governor of California signed Senate Bill 38 (“SB 38”) into law, amending California Public Utilities Code Section 761.3 to address safety concerns associated with BESS projects. Under SB 38, every BESS facility in California is required to establish an emergency response and action plan to protect surrounding residents, neighboring properties, emergency responders, and the environment. The owner or operator of a BESS facility must coordinate with local emergency management agencies, unified program agencies, and local first responders to develop and submit this plan to the county where the facility is located. Currently, the applicant is working to provide the Los Angeles County Fire Department and other response agencies with an emergency response and action plan for their review and approval.

SB 38 recognizes the various hazards that BESS facilities can pose, stating that the mandated emergency response and action plan may address potential offsite impacts such as poor air quality, threats to municipal water supplies, water runoff, and threats to municipal waterways. The plan may also include procedures for shelter-in-place orders and road closure notifications. Presently, the City does not have any procedures or standards for addressing potential off-site impacts related to BESS facilities.

The potential development of new BESS facilities within the City limits, without adequate land use policies and standards in place to implement SB 38, poses an immediate threat to public safety and welfare. Approving land use entitlements for such facilities could lead to potentially catastrophic environmental, safety, and economic impacts.

URGENCY ORDINANCE:

California Government Code Section 65858 provides that, without following the procedures otherwise required prior to the adoption of a zoning ordinance, an urgency measure in the form of an interim ordinance may be adopted by a four-fifth vote of the City Council to protect the public from a current and immediate threat to the public health, safety, or welfare resulting from a contemplated zoning proposal.

Section 65858 further provides that such an urgency measure shall expire 45 days following its adoption; however, such a measure may be extended beyond the initial 45-day period, following compliance with Government Code Section 65868, for an additional 10 months and 15 days, and subsequently for an additional 12 months.

Government Code Section 65858(d) requires the City to issue a written report describing the measures taken to alleviate the condition that led to the adoption of the initial interim ordinance 10 days prior to expiration for purposes of extending the urgency ordinance.

Subsequent to the written report, Government Code Section 65858(a) allows for an initial 10-month and 15-day extension to provide the City with additional time to study the potential impacts of commercial BESS facilities and measures for mitigating the public safety, health and welfare concerns described above.

With the adoption of Urgency Ordinance 25-01, the City Council would effectively prohibit the acceptance and processing of any new entitlement applications and/or the issuance of permits for Battery Energy Storage Systems (BESS) within the city limits, allowing time for the City to research best practices, continue engagement with the ACFD, and consider appropriate policies to address safety concerns while ensuring responsible energy infrastructure planning.

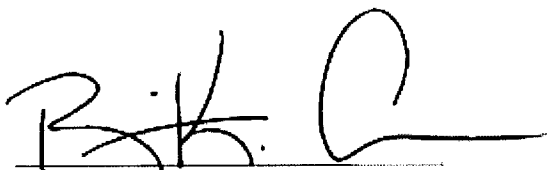
FISCAL IMPACT:

No direct fiscal costs are associated with the adoption of this urgency ordinance.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

The ordinance was reviewed in accordance with the California Environmental Quality Act (CEQA) (Public Resources Code Section 21000 et seq.) and the Guidelines (Cal. Code Regs., tit. 14, §15000 et seq.) The interim ordinance is not subject to CEQA as it prohibits the use and development of BESS facilities in the City while the City studies appropriate regulations and is therefore not expected to lead to any direct or reasonably foreseeable indirect physical changes in the environment. CEQA Guidelines Section 15060(c)(2). Furthermore, this Interim Ordinance exempt from CEQA pursuant to CEQA Guidelines Sections 15061(b)(3) [it can be seen with certainty that there is no possibility the activity in question may have a significant effect on the environment] and CEQA Guidelines Section 15269(c) [exemption for specific actions necessary to prevent or mitigate an emergency]. This ordinance addresses a clear and imminent danger, precluding specified development of BESS facilities in the City to protect life, health, property, and essential public services until appropriate regulations are adopted.

Respectfully submitted,



Brian K. Lee, AICP

Deputy City Manager/Director of Community Development

Senate Bill No. 38

CHAPTER 377

An act to amend Section 761.3 of the Public Utilities Code, relating to energy.

[Approved by Governor October 7, 2023. Filed with Secretary of State October 7, 2023.]

LEGISLATIVE COUNSEL'S DIGEST

SB 38, Laird. Battery energy storage facilities: emergency response and emergency action plans.

Existing law vests the Public Utilities Commission with regulatory authority over public utilities, including electrical corporations. Existing law requires the commission to implement and enforce standards for the maintenance and operation of facilities for the generation and storage of electricity owned by an electrical corporation or located in the state to ensure their reliable operation.

This bill would require each battery energy storage facility located in the state and subject to the requirement described above to have an emergency response and emergency action plan that covers the premises of the battery energy storage facility, as specified. The bill would require the owner or operator of the facility, in developing the plan, to coordinate with local emergency management agencies, unified program agencies, and local first response agencies. To the extent the bill would impose new duties on local government agencies, the bill would create a state-mandated local program. The bill would require the owner or operator of the facility to submit the plan to the county and, if applicable, the city where the facility is located.

Under existing law, a violation of the Public Utilities Act or any order, decision, rule, direction, demand, or requirement of the commission is a crime.

Because the above provisions would be part of the act and a violation of a commission action implementing this bill's requirements would be a crime, the bill would impose a state-mandated local program.

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

This bill would provide that with regard to certain mandates no reimbursement is required by this act for a specified reason.

With regard to any other mandates, this bill would provide that, if the Commission on State Mandates determines that the bill contains costs so mandated by the state, reimbursement for those costs shall be made pursuant to the statutory provisions noted above.

The people of the State of California do enact as follows:

SECTION 1. Section 761.3 of the Public Utilities Code is amended to read:

761.3. (a) Notwithstanding subdivision (g) of Section 216 and subdivision (c) of Section 218.5, the commission shall implement and enforce standards for the maintenance and operation of facilities for the generation and storage of electricity owned by an electrical corporation or located in the state to ensure their reliable operation. The commission shall enforce the protocols for the scheduling of powerplant outages of the Independent System Operator.

(b) This section does not authorize the commission to establish rates for wholesale sales in interstate commerce from those facilities, or to approve the sale or transfer of control of facilities if an exempt wholesale generator, as defined in the federal Public Utility Holding Company Act of 2005 (42 U.S.C. Sec. 16451(6)).

(c) (1) (A) Except as otherwise provided in this subdivision, this section does not apply to nuclear powered generating facilities that are federally regulated and subject to standards developed by the Nuclear Regulatory Commission and that participate as members of the Institute of Nuclear Power Operations.

(B) The owner or operator of a nuclear powered generating facility shall file with the commission an annual schedule of maintenance, including repairs and upgrades, updated quarterly, for each generating facility. The owner or operator of a nuclear powered generating facility shall make good faith efforts to conduct its maintenance in compliance with its filed plan and shall report to the Independent System Operator any significant variations from its filed plan.

(C) The owner or operator of a nuclear powered generating facility shall report on a monthly basis to the commission all actual planned and unplanned outages of each facility during the preceding month. The owner or operator of a nuclear powered generating facility shall report on a daily basis to the Independent System Operator the daily operational status and availability of each facility.

(2) (A) Except as otherwise provided in this subdivision, this section does not apply to a qualifying small power production facility or a qualifying cogeneration facility within the meaning of Sections 201 and 210 of Title 11 of the federal Public Utility Regulatory Policies Act of 1978 (16 U.S.C. Secs. 796(17), 796(18), and 824a-3), and the regulations adopted pursuant to those sections by the Federal Energy Regulatory Commission (18 C.F.R. Secs. 292.101 to 292.602, inclusive), nor does this section apply to other generation units installed, operated, and maintained at a customer site exclusively to serve that customer's load.

(B) An electrical corporation that has a contract with a qualifying small power production facility, or a qualifying cogeneration facility, with a name plate rating of 10 megawatts or greater, shall report to the commission maintenance schedules for each facility, including all actual planned and

unplanned outages of the facility and the daily operational status and availability of the facility. Each facility with a name plate rating of 10 megawatts or greater shall be responsible for directly reporting to the Independent System Operator maintenance schedules for each facility, including all actual planned and unplanned outages of the facility and the daily operational status and availability of the facility, if that information is not provided to the electrical corporation pursuant to a contract.

(d) This section shall not result in the modification, delay, or abrogation of any deadline, standard, rule, or regulation adopted by a federal, state, or local agency for the purposes of protecting public health or the environment, including, but not limited to, any requirements imposed by the State Air Resources Board or by an air pollution control district or an air quality management district pursuant to Division 26 (commencing with Section 39000) of the Health and Safety Code. The Independent System Operator shall consult with the State Air Resources Board and the appropriate local air pollution control districts and air quality management districts to coordinate scheduled outages to provide for compliance with those retrofits.

(e) The Independent System Operator shall maintain records of generation and storage facility outages and shall provide those records to the commission on a daily basis. Each entity that owns or operates an electric generating unit in California with a rated maximum capacity of 10 megawatts or greater shall provide a monthly report to the Independent System Operator that identifies any periods during the preceding month when the unit was unavailable to produce electricity or was available only at reduced capacity. The report shall identify the reasons for any such unscheduled unavailability or reduced capacity. The Independent System Operator shall immediately transmit the information to the commission.

(f) This section does not apply to any of the following:

- (1) A facility owned by a local publicly owned electric utility.
- (2) A public agency that may generate electricity incidental to the provision of water or wastewater treatment.
- (3) A facility owned by a city and county operating as a public utility, furnishing electric service as provided in Section 10001.

(g) (1) In order to ensure the safety of employees, emergency responders, and surrounding communities, each battery energy storage facility located in the state and subject to subdivision (a) shall have an emergency response and emergency action plan that covers the premises of the battery energy storage facility, consistent with Sections 142.3 and 6401 of the Labor Code and any related regulations, including the regulatory requirements applicable to emergency action plans pursuant to Section 3220 of Title 8 of the California Code of Regulations.

(2) The emergency response and emergency action plan shall do all of the following:

- (A) Establish response procedures for an equipment malfunction or failure.
- (B) Include procedures that provide for the safety of surrounding residents, neighboring properties, emergency responders, and the

environment. These procedures shall be established in consultation with local emergency management agencies.

(C) Establish notification and communication procedures between the battery energy storage facility and local emergency management agencies.

(3) The emergency response and emergency action plan may do all of the following:

(A) Consider responses to potential offsite impacts, including, but not limited to, poor air quality, threats to municipal water supplies, water runoff, and threats to natural waterways.

(B) Include procedures for the local emergency response agency to establish shelter-in-place orders and road closure notifications when appropriate.

(4) In developing the emergency response and emergency action plan, the owner or operator of the battery energy storage facility shall coordinate with local emergency management agencies, unified program agencies, and local first response agencies.

(5) The owner or operator of each battery energy storage facility shall submit the emergency response and emergency action plan to the county and, if applicable, the city where the facility is located.

SEC. 2. No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution for certain costs that may be incurred by a local agency or school district because, in that regard, this act creates a new crime or infraction, eliminates a crime or infraction, or changes the penalty for a crime or infraction, within the meaning of Section 17556 of the Government Code, or changes the definition of a crime within the meaning of Section 6 of Article XIII B of the California Constitution.

However, if the Commission on State Mandates determines that this act contains other costs mandated by the state, reimbursement to local agencies and school districts for those costs shall be made pursuant to Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code.

O

ORDINANCE 25-01

AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, ENACTED PURSUANT TO GOVERNMENT CODE SECTION 65858 ESTABLISHING A MORATORIUM ON ACCEPTING AND PROCESSING ANY NEW ENTITLEMENT APPLICATIONS AND/OR ISSUING ANY PERMITS FOR NEW BATTERY ENERGY STORAGE SYSTEMS (BESS) WITHIN THE CITY LIMITS; DECLARING THE URGENCY THEREOF AND MAKING A DETERMINATION OF EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

WHEREAS, the City of Covina, California (“City”) is a municipal corporation, duly organized under the constitution and laws of the State of California; and

WHEREAS, in general, a Battery Energy Storage Systems (“BESS”) facility collects energy from the grid, stores it, and then discharges that energy later to provide electricity or other grid services when needed, typically at times of high demand; and

WHEREAS, there is a growing demand for BESS facilities in the state of California due to increased demand for renewable electricity to reach the State’s clean energy goals and mechanisms to ensure reliability of the State’s electric system, among other things; and

WHEREAS, the City does not have land use policies or standards in place to regulate the location and operation of BESS facilities within the City limits which would address compatibility with surrounding uses and safety among other issues; and

WHEREAS, the City has previously received two specific requests to locate a BESS facility within the City limits, which resulted in one preliminary review application submitted to the City for review with the applicant spending significant time and financial resources processing their application review with the Los Angeles County Fire Department (LACFD), Land Development Division, that still remains under review; and

WHEREAS, during the preliminary application review process for the proposed BESS facility within the City limits, the LACFD expressed concerns regarding the safety of BESS facilities in general, and specifically in proximity to residential and commercial uses and the Metrolink railway system; and

WHEREAS, there have been several recent fires at BESS facilities both in California and nationwide. For example, on January 16, 2025, a major fire broke out at an existing BESS facility in the unincorporated community of Moss Landing, prompting evacuations and highway closures in Monterey County; and

WHEREAS, BESS facilities that use lithium-ion batteries create particularly unique fire and explosion hazards. Information suggests that lithium-ion batteries are potentially safe and stable when installed properly, however certain conditions elevate the risk of fire and thermal runaways, such as impact, puncture, or mechanical damage, overcharging, overheating, and/or short circuits; and

WHEREAS, the City of Covina is primarily developed with dense residential and commercial areas. The proposed site would be in close proximity to residential townhomes, commercial establishments, light manufacturing operations, and a Metrolink Railway. This situation makes the city particularly vulnerable to hazards such as major fires, explosions, and toxic smoke plumes from a BESS facility; and

WHEREAS, on October 7, 2023, the Governor of California signed into law Senate Bill 38 (“SB 38”), which amends California Public Utilities Code Section 761.3 to address safety concerns with BESS projects. SB 38 requires every BESS facility in California to establish an emergency response and emergency action plan for the facility to protect surrounding residents, neighboring properties, emergency responders, and the environment. Furthermore, the BESS facility owner or operator must coordinate with local emergency management agencies, unified program agencies, and local first responders to develop and submit the plan to the county where the facility is located. Currently, the applicant is working to provide the Los Angeles County Fire Department and other response agencies with an emergency response and action plan for review; and

WHEREAS, SB 38 recognizes the many hazards that BESS facilities can create, providing that the mandated emergency response and action plan may consider responses to potential offsite impacts such as poor air quality, threats to municipal water supplies, water runoff, and threats to municipal waterways. The plan may also include procedures related to shelter-in-place orders and road closure notifications. The City does not currently have any procedures or standards for addressing potential offsite impacts associated with BESS facilities. Furthermore, the City's current zoning regulations do not contain criteria specifically for BESS facilities; and

WHEREAS, given the fairly new technology, lack of long-term study of the performance and risk associated with these facilities, as well as the ever-increasing megawatt capacity of these projects, the City has not had an adequate opportunity to undertake a comprehensive study of the developing technologies and designs such that it can publish appropriate development guidelines for these projects to ensure the public’s welfare and safety; and

WHEREAS, the potential for the development of new BESS facilities in the City limits without adequate land use policies and standards in place to implement SB 38 presents a current and immediate threat to the public’s safety and welfare, and the approval of land use entitlements for such a use would result in that threat to public safety and welfare because BESS facilities could result in potentially catastrophic environmental, safety, and economic impacts; and

WHEREAS, California Government Code Section 65858 provides that, without following the procedures otherwise required prior to the adoption of a zoning ordinance, an urgency measure in the form of an interim ordinance may be adopted by a four-fifths vote of the City Council to protect the public from a current and immediate threat to the public health, safety, or welfare resulting from a contemplated zoning proposal. Government Code Section 65858 further provides that such an urgency measure shall be effective for only 45 days following its adoption, but may be extended beyond the initial 45-day period, following compliance with that Section, for up to an additional 22 months and 15 days; and

WHEREAS, while this interim ordinance is in effect, the City intends to research best practices, continue engagement with the LACFD, and consider appropriate policies to address safety concerns while ensuring responsible energy infrastructure planning.

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

SECTION 1. Incorporation of Recitals. The City Council of the City of Covina finds that all Recitals are true and correct and incorporated herein by reference.

SECTION 2. Urgency Findings. The City Council of Covina hereby finds that there is a current and immediate threat to the public health, safety, and/or welfare and a need for immediate preservation of the public peace, health, or safety that warrants this urgency measure, which finding is based upon the facts stated in the Recitals above, and in the staff report dated May 6, 2025, as well as any oral and written testimony at the May 6, 2025 City Council meeting.

SECTION 3. Interim Moratorium on Grid-Scale Battery Energy Storage Systems.

A. Definition of Battery Energy Storage System:

For purposes of this interim ordinance, a Battery Energy Storage System (BESS) facility is an electrochemical device that charges or collects energy from the grid or a distributed generation system (e.g., power plant) and then discharges that energy at a later time to provide electricity or other grid services when needed.

- i. BESS facilities can be small-scale “Behind-the-Meter” facilities that are customer-sited stationary storage systems that are connected to the distribution system on the customer’s side of the utility’s service meter.
- ii. In contrast, larger grid-scale “Front-of-the-Meter” facilities are on the utility side of the meter. “Front-of-the-Meter” facilities typically include large-scale energy generation and storage facilities like power plants, wind farms, solar parks, and large-scale energy storage systems.

B. Prohibition on grid-scale “Front-of-the-Meter” BESS facilities:

From and after the date of enactment of the interim ordinance, the establishment, construction, and operation of Battery Energy Storage Systems is prohibited within the city limits of the City of Covina, and no new use permit, variance, building permit, business license, or any other entitlement for this type of use shall be approved or issued for the establishment, construction, or operation of a BESS facility for any location or property, public or private, within the city limits of the City of Covina.

SECTION 4. Exclusions. The provisions of this interim ordinance shall not apply to individually owned single-family residential battery storage, multifamily residential battery storage, or otherwise ancillary battery storage uses that are “Behind-the-Meter” primarily used to meet single customer onsite energy storage needs.

SECTION 5. Compliance with the California Environmental Quality Act (CEQA). The ordinance was reviewed in accordance with the California Environmental Quality Act (CEQA)

(Public Resources Code Section 21000 et seq.) and the Guidelines (Cal. Code Regs., tit. 14, §15000 et seq.) The interim ordinance is not subject to CEQA as it prohibits the use and development of BESS facilities in the City while the City studies appropriate regulations and is therefore not expected to lead to any direct or reasonably foreseeable indirect physical changes in the environment. CEQA Guidelines Section 15060(c)(2). Furthermore, this Interim Ordinance exempt from CEQA pursuant to CEQA Guidelines Sections 15061(b)(3) [it can be seen with certainty that there is no possibility the activity in question may have a significant effect on the environment] and CEQA Guidelines Section 15269(c) [exemption for specific actions necessary to prevent or mitigate an emergency]. This ordinance addresses a clear and imminent danger, precluding specified development of BESS facilities in the City to protect life, health, property, and essential public services until appropriate regulations are adopted.

SECTION 6. Severability. If any sections, subsections, sentences, clauses, phrases, or portions of this Ordinance are for any reason held invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this and each section, subsection, phrase, or clause of this Ordinance whether or not any one or more sections, subsections, phrases, or clauses may be declared invalid or unconstitutional on their face as applied.

SECTION 7. Term and Effect. This interim Ordinance is urgently needed for the immediate preservation of the public health, safety or welfare, and shall become effective immediately upon its adoption pursuant to California Government Code Section 36937, and shall be of no further force and effect forty-five (45) days following the date of its adoption unless earlier repealed by the City Council or extended in accordance with the provisions set forth in California Government Code Section 65858.

SECTION 8. Publication and Posting. The City Clerk shall certify to the passage and adoption of this Urgency Ordinance and shall cause the same or a summary thereof to be published and posted in the manner required by law.

PASSED, APPROVED and ADOPTED this 6th day of May, 2015.

City of Covina, California

BY: _____
VICTOR LINARES, Mayor

ATTEST:

FABIAN VELEZ, Chief Deputy City Clerk

APPROVED AS TO FORM:

CANDICE K. LEE, City Attorney

CERTIFICATION

I, Fabian Velez, Chief Deputy City Clerk of the City of Covina, California, do hereby certify that Urgency Ordinance 25-01 was duly approved and adopted at a regular meeting of the City Council on the 6th day of May, 2025, by the following vote:

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

Dated:

FABIAN VELEZ, Chief Deputy City Clerk

ORDINANCE 25-01

AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, ENACTED PURSUANT TO GOVERNMENT CODE SECTION 65858 ESTABLISHING A MORATORIUM ON ACCEPTING AND PROCESSING ANY NEW ENTITLEMENT APPLICATIONS AND/OR ISSUING ANY PERMITS FOR NEW BATTERY ENERGY STORAGE SYSTEMS (BESS) WITHIN THE CITY LIMITS; DECLARING THE URGENCY THEREOF AND MAKING A DETERMINATION OF EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

WHEREAS, the City of Covina, California ("City") is a municipal corporation, duly organized under the constitution and laws of the State of California; and

WHEREAS, in general, a Battery Energy Storage Systems ("BESS") facility collects energy from the grid, stores it, and then discharges that energy later to provide electricity or other grid services when needed, typically at times of high demand; and

WHEREAS, there is a growing demand for BESS facilities in the state of California due to increased demand for renewable electricity to reach the State's clean energy goals and mechanisms to ensure reliability of the State's electric system, among other things; and

WHEREAS, the City does not have land use policies or standards in place to regulate the location and operation of BESS facilities within the City limits which would address compatibility with surrounding uses and safety among other issues; and

WHEREAS, the City has previously received two specific requests to locate a BESS facility within the City limits, which resulted in one preliminary review application submitted to the City for review with the applicant spending significant time and financial resources processing their application review with the Los Angeles County Fire Department (LACFD), Land Development Division, that still remains under review; and

WHEREAS, during the preliminary application review process for the proposed BESS facility within the City limits, the LACFD expressed concerns regarding the safety of BESS facilities in general, and specifically in proximity to residential and commercial uses and the Metrolink railway system; and

WHEREAS, there have been several recent fires at BESS facilities both in California and nationwide. For example, on January 16, 2025, a major fire broke out at an existing BESS facility in the unincorporated community of Moss Landing, prompting evacuations and highway closures in Monterey County; and

WHEREAS, BESS facilities that use lithium-ion batteries create particularly unique fire and explosion hazards. Information suggests that lithium-ion batteries are potentially safe and stable when installed properly, however certain conditions elevate the risk of fire and thermal runaways, such as impact, puncture, or mechanical damage, overcharging, overheating, and/or short circuits; and

WHEREAS, the City of Covina is primarily developed with dense residential and commercial areas. The proposed site would be in close proximity to residential townhomes, commercial establishments, light manufacturing operations, and a Metrolink Railway. This situation makes the city particularly vulnerable to hazards such as major fires, explosions, and toxic smoke plumes from a BESS facility; and

WHEREAS, on October 7, 2023, the Governor of California signed into law Senate Bill 38 ("SB 38"), which amends California Public Utilities Code Section 761.3 to address safety concerns with BESS projects. SB 38 requires every BESS facility in California to establish an emergency response and emergency action plan for the facility to protect surrounding residents, neighboring properties, emergency responders, and the environment. Furthermore, the BESS facility owner or operator must coordinate with local emergency management agencies, unified program agencies, and local first responders to develop and submit the plan to the county where the facility is located. Currently, the applicant is working to provide the Los Angeles County Fire Department and other response agencies with an emergency response and action plan for review; and

WHEREAS, SB 38 recognizes the many hazards that BESS facilities can create, providing that the mandated emergency response and action plan may consider responses to potential offsite impacts such as poor air quality, threats to municipal water supplies, water runoff, and threats to municipal waterways. The plan may also include procedures related to shelter-in-place orders and road closure notifications. The City does not currently have any procedures or standards for addressing potential offsite impacts associated with BESS facilities. Furthermore, the City's current zoning regulations do not contain criteria specifically for BESS facilities; and

WHEREAS, given the fairly new technology, lack of long-term study of the performance and risk associated with these facilities, as well as the ever-increasing megawatt capacity of these projects, the City has not had an adequate opportunity to undertake a comprehensive study of the developing technologies and designs such that it can publish appropriate development guidelines for these projects to ensure the public's welfare and safety; and

WHEREAS, the potential for the development of new BESS facilities in the City limits without adequate land use policies and standards in place to implement SB 38 presents a current and immediate threat to the public's safety and welfare, and the approval of land use entitlements for such a use would result in that threat to public safety and welfare because BESS facilities could result in potentially catastrophic environmental, safety, and economic impacts; and

WHEREAS, California Government Code Section 65858 provides that, without following the procedures otherwise required prior to the adoption of a zoning ordinance, an urgency measure in the form of an interim ordinance may be adopted by a four-fifths vote of the City Council to protect the public from a current and immediate threat to the public health, safety, or welfare resulting from a contemplated zoning proposal. Government Code Section 65858 further provides that such an urgency measure shall be effective for only 45 days following its adoption, but may be extended beyond the initial 45-day period, following compliance with that Section, for up to an additional 22 months and 15 days; and

WHEREAS, while this interim ordinance is in effect, the City intends to research best practices, continue engagement with the LACFD, and consider appropriate policies to address safety concerns while ensuring responsible energy infrastructure planning.

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

SECTION 1. Incorporation of Recitals. The City Council of the City of Covina finds that all Recitals are true and correct and incorporated herein by reference.

SECTION 2. Urgency Findings. The City Council of Covina hereby finds that there is a current and immediate threat to the public health, safety, and/or welfare and a need for immediate preservation of the public peace, health, or safety that warrants this urgency measure, which finding is based upon the facts stated in the Recitals above, and in the staff report dated May 6, 2025, as well as any oral and written testimony at the May 6, 2025 City Council meeting.

SECTION 3. Interim Moratorium on Grid-Scale Battery Energy Storage Systems.

A. Definition of Battery Energy Storage System:

For purposes of this interim ordinance, a Battery Energy Storage System (BESS) facility is an electrochemical device that charges or collects energy from the grid or a distributed generation system (e.g., power plant) and then discharges that energy at a later time to provide electricity or other grid services when needed.

- i. BESS facilities can be small-scale “Behind-the-Meter” facilities that are customer-sited stationary storage systems that are connected to the distribution system on the customer’s side of the utility’s service meter.
- ii. In contrast, larger grid-scale “Front-of-the-Meter” facilities are on the utility side of the meter. “Front-of-the-Meter” facilities typically include large-scale energy generation and storage facilities like power plants, wind farms, solar parks, and large-scale energy storage systems.

B. Prohibition on grid-scale “Front-of-the-Meter” BESS facilities:

From and after the date of enactment of the interim ordinance, the establishment, construction, and operation of Battery Energy Storage Systems is prohibited within the city limits of the City of Covina, and no new use permit, variance, building permit, business license, or any other entitlement for this type of use shall be approved or issued for the establishment, construction, or operation of a BESS facility for any location or property, public or private, within the city limits of the City of Covina.

SECTION 4. Exclusions. The provisions of this interim ordinance shall not apply to individually owned single-family residential battery storage, multifamily residential battery storage, or otherwise ancillary battery storage uses that are “Behind-the-Meter” primarily used to meet single customer onsite energy storage needs.

SECTION 5. Compliance with the California Environmental Quality Act (CEQA). The ordinance was reviewed in accordance with the California Environmental Quality Act (CEQA)

(Public Resources Code Section 21000 et seq.) and the Guidelines (Cal. Code Regs., tit. 14, §15000 et seq.) The interim ordinance is not subject to CEQA as it prohibits the use and development of BESS facilities in the City while the City studies appropriate regulations and is therefore not expected to lead to any direct or reasonably foreseeable indirect physical changes in the environment. CEQA Guidelines Section 15060(c)(2). Furthermore, this Interim Ordinance exempt from CEQA pursuant to CEQA Guidelines Sections 15061(b)(3) [it can be seen with certainty that there is no possibility the activity in question may have a significant effect on the environment] and CEQA Guidelines Section 15269(c) [exemption for specific actions necessary to prevent or mitigate an emergency]. This ordinance addresses a clear and imminent danger, precluding specified development of BESS facilities in the City to protect life, health, property, and essential public services until appropriate regulations are adopted.

SECTION 6. Severability. If any sections, subsections, sentences, clauses, phrases, or portions of this Ordinance are for any reason held invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this and each section, subsection, phrase, or clause of this Ordinance whether or not any one or more sections, subsections, phrases, or clauses may be declared invalid or unconstitutional on their face as applied.

SECTION 7. Term and Effect. This interim Ordinance is urgently needed for the immediate preservation of the public health, safety or welfare, and shall become effective immediately upon its adoption pursuant to California Government Code Section 36937, and shall be of no further force and effect forty-five (45) days following the date of its adoption unless earlier repealed by the City Council or extended in accordance with the provisions set forth in California Government Code Section 65858.

SECTION 8. Publication and Posting. The City Clerk shall certify to the passage and adoption of this Urgency Ordinance and shall cause the same or a summary thereof to be published and posted in the manner required by law.

PASSED, APPROVED and ADOPTED this 6th day of May, 2025.

City of Covina, California

BY:


VICTOR LINARES, Mayor

ATTEST:


FABIAN VELEZ, Chief Deputy City Clerk

APPROVED AS TO FORM:


CANDICE K. LEE, City Attorney

CERTIFICATION

I, Fabian Velez, Chief Deputy City Clerk of the City of Covina, California, do hereby certify that Urgency Ordinance 25-01 was duly approved and adopted at a regular meeting of the City Council on the 6th day of May, 2025, by the following vote:

AYES: COUNCIL MEMBERS: ALLEN, CORTEZ, KING, DELGADO, LINARES
NOES: COUNCIL MEMBERS: NONE
ABSTAIN: COUNCIL MEMBERS: NONE
ABSENT: COUNCIL MEMBERS: NONE

Dated: May 06, 2025


FABIAN VELEZ, Chief Deputy City Clerk

ORDINANCE 25-04

AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, EXTENDING URGENCY ORDINANCE 25-01, ESTABLISHING A MORATORIUM ON ACCEPTING AND PROCESSING ANY NEW ENTITLEMENT APPLICATIONS AND/OR ISSUING ANY PERMITS FOR NEW BATTERY ENERGY STORAGE SYSTEMS (BESS) WITHIN THE CITY LIMITS FOR A PERIOD OF 10 MONTHS AND 15 DAYS

WHEREAS, the City of Covina, California (“City”) is a municipal corporation, duly organized under the constitution and laws of the State of California; and

WHEREAS, on May 6, 2025, the City Council adopted Urgency Ordinance 25-01 with a 5-0-0 vote to enact the urgency ordinance for a period of 45 days with the possibility to extend for a period of 10 months and 15 days for the purpose of accepting and processing any new entitlement applications and/or issuing any permits for new battery energy storage systems (BESS) within city limits; and

WHEREAS, on June 5, 2025, a public notice was published for the June 17, 2025, City Council meeting to consider extending the Urgency Ordinance; and

WHEREAS, in general, a Battery Energy Storage Systems (“BESS”) facility collects energy from the grid, stores it, and then discharges that energy later to provide electricity or other grid services when needed, typically at times of high demand; and

WHEREAS, there is a growing demand for BESS facilities in the state of California due to increased demand for renewable electricity to reach the State’s clean energy goals and mechanisms to ensure reliability of the State’s electric system, among other things; and

WHEREAS, the City does not have land use policies or standards in place to regulate the location and operation of BESS facilities within the City limits which would address compatibility with surrounding uses and safety among other issues; and

WHEREAS, there have been several recent fires at BESS facilities both in California and nationwide. For example, on January 16, 2025, a major fire broke out at an existing BESS facility in the unincorporated community of Moss Landing, prompting evacuations and highway closures in Monterey County; and

WHEREAS, BESS facilities that use lithium-ion batteries create particularly unique fire and explosion hazards. Information suggests that lithium-ion batteries are potentially safe and stable when installed properly, however certain conditions elevate the risk of fire and thermal runaways, such as impact, puncture, or mechanical damage, overcharging, overheating, and/or short circuits; and

WHEREAS, the City of Covina is primarily developed with dense residential and commercial areas. The proposed site would be in close proximity to residential townhomes,

ATTACHMENT C

commercial establishments, light manufacturing operations, and a Metrolink Railway. This situation makes the city particularly vulnerable to hazards such as major fires, explosions, and toxic smoke plumes; and

WHEREAS, given the fairly new technology, lack of long-term study of the performance and risk associated with these facilities, as well as the ever-increasing megawatt capacity of these projects, the City has not had an adequate opportunity to undertake a comprehensive study of the developing technologies and designs such that it can publish appropriate development guidelines for these projects to ensure the public's welfare and safety; and

WHEREAS, the potential for the development of new BESS facilities in the City limits without adequate land use policies and standards in place to implement SB 38 presents a current and immediate threat to the public's safety and welfare, and the approval of land use entitlements for such a use would result in that threat to public safety and welfare because BESS facilities could result in potentially catastrophic environmental, safety, and economic impacts; and

WHEREAS, California Government Code Section 65858 provides that, without following the procedures otherwise required prior to the adoption of a zoning ordinance, an urgency measure in the form of an interim ordinance may be adopted by a four-fifths vote of the City Council to protect the public from a current and immediate threat to the public health, safety, or welfare resulting from a contemplated zoning proposal. Government Code Section 65858 further provides that such an urgency measure shall be effective for only 45 days following its adoption, but may be extended beyond the initial 45-day period, following compliance with that Section, for up to an additional 22 months and 15 days; and

WHEREAS, the City Council finds that an extension to the Urgency Ordinance is necessary to allow staff time to research best practices, continue engagement with the LACFD, and consider appropriate policies to address safety concerns while ensuring responsible energy infrastructure planning.

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

SECTION 1. Incorporation of Recitals. The City Council of the City of Covina finds that all Recitals are true and correct and incorporated herein by reference.

SECTION 2. Urgency Findings. The City Council of Covina hereby finds that there is a current and immediate threat to the public health, safety, and/or welfare and a need for immediate preservation of the public peace, health, or safety that warrants this urgency measure, which finding is based upon the facts stated in the Recitals above, and in the staff reports dated June 17, 2025 and May 6, 2025, as well as any oral and written testimony at the June 17, 2025 and May 6, 2025 City Council meetings.

SECTION 3. Interim Moratorium on Grid-Scale Battery Energy Storage Systems.

A. Definition of Battery Energy Storage System:

For purposes of this interim ordinance, a Battery Energy Storage System (BESS) facility is an electrochemical device that charges or collects energy from the grid or a distributed generation system (e.g., power plant) and then discharges that energy at a later time to provide electricity or other grid services when needed.

- i. BESS facilities can be small-scale “Behind-the-Meter” facilities that are customer-sited stationary storage systems that are connected to the distribution system on the customer’s side of the utility’s service meter.
- ii. In contrast, larger grid-scale “Front-of-the-Meter” facilities are on the utility side of the meter. “Front-of-the-Meter” facilities typically include large-scale energy generation and storage facilities like power plants, wind farms, solar parks, and large-scale energy storage systems.

B. Prohibition on grid-scale “Front-of-the-Meter” BESS facilities:

From and after the date of enactment of the interim ordinance, the establishment, construction, and operation of Battery Energy Storage Systems is prohibited within the city limits of the City of Covina, and no new use permit, variance, building permit, business license, or any other entitlement for this type of use shall be approved or issued for the establishment, construction, or operation of a BESS facility for any location or property, public or private, within the city limits of the City of Covina.

SECTION 4. Exclusions. The provisions of this interim ordinance shall not apply to individually owned single-family residential battery storage, multifamily residential battery storage, or otherwise ancillary battery storage uses that are “Behind-the-Meter” primarily used to meet single customer onsite energy storage needs.

SECTION 5. Compliance with the California Environmental Quality Act (CEQA). The ordinance was reviewed in accordance with the California Environmental Quality Act (CEQA) (Public Resources Code Section 21000 et seq.) and the Guidelines (Cal. Code Regs., tit. 14, §15000 et seq.) The interim ordinance is not subject to CEQA as it prohibits the use and development of BESS facilities in the City while the City studies appropriate regulations and is therefore not expected to lead to any direct or reasonably foreseeable indirect physical changes in the environment. CEQA Guidelines Section 15060(c)(2). Furthermore, this Interim Ordinance exempt from CEQA pursuant to CEQA Guidelines Sections 15061(b)(3) [it can be seen with certainty that there is no possibility the activity in question may have a significant effect on the environment] and CEQA Guidelines Section 15269(c) [exemption for specific actions necessary to prevent or mitigate an emergency]. This ordinance addresses a clear and imminent danger, precluding specified development of BESS facilities in the City to protect life, health, property, and essential public services until appropriate regulations are adopted.

SECTION 6. Severability. If any sections, subsections, sentences, clauses, phrases, or portions of this Ordinance are for any reason held invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this and each section, subsection, phrase, or clause of this Ordinance whether or not any one or more sections, subsections, phrases, or clauses may be declared invalid or unconstitutional on their face as applied.

SECTION 7. Term and Effect. This Ordinance is urgently needed for the immediate preservation of the public health, safety or welfare, and shall become effective immediately upon its adoption upon a four-fifths vote of the City Council.

SECTION 8. Publication and Posting. The City Clerk shall certify to the passage and adoption of this Urgency Ordinance and shall cause the same or a summary thereof to be published and posted in the manner required by law.

PASSED, APPROVED and ADOPTED this 17th day of June, 2025.

City of Covina, California

BY: _____
VICTOR LINARES, Mayor

ATTEST:

FABIAN VELEZ, Chief Deputy City Clerk

APPROVED AS TO FORM:

CANDICE K. LEE, City Attorney

CERTIFICATION

I, Fabian Velez, Chief Deputy City Clerk of the City of Covina, California, do hereby certify that Urgency Ordinance 25-04 was duly approved and adopted at a regular meeting of the City Council on the 17th day of June, 2025, by the following vote:

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

Dated:

FABIAN VELEZ, Chief Deputy City Clerk



CC Regular Meeting AGENDA ITEM REPORT

Meeting: June 17, 2025
Title: Public Hearing for the Financing and/or Refinancing of Capital Facilities for the Emanate Health
Presented by: Chris Marcarello, City Manager
Recommendation: Conduct a public hearing under the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA) in connection with the proposed bonds by the California Statewide Communities Development Authority (CSCDA) in an amount not to exceed \$90,000,000 for the purpose of financing and/or refinancing certain revenue bonds for Emanate Health; and adopt Resolution CC 2025-67.

EXECUTIVE SUMMARY:

The City Council is being requested to hold a public hearing to consider approval of a resolution granting the CSCDA authorization and direction to issue tax-exempt bonds (the "Bonds") on behalf of Emanate Health (the "Borrower") to finance and/or refinance capital projects with respect to certain healthcare facilities located in the City of Covina (the "City") for Inter-Community Hospital (the "Project").

BACKGROUND:

The Project will include the following:

- Inter-Community Hospital Renovation. The renovation at Inter-Community Hospital is a project designed to improve the patient experience and strengthen the facility's connection to the surrounding community. The design includes upgrading the facade; reconfiguring the facility entrance and lobby to improve way-finding, including lighting and signage, facilitating access to the inpatient services, outpatient services and the emergency department and support services; creating a centralized waiting area to support specialty services, and connecting facility to the adjacent community, including downtown Covina and the local park.
- Laboratory Remodel. Currently in-progress construction project of pharmacy laboratory remodel at Inter-Community Hospital.
- Medication and Anesthesia Automated Dispensing Equipment. This project involves system-wide upgrades to medication and anesthesia dispensing equipment. Specifically, Omnicell is used as an automated medication dispensing system in hospitals to improve efficiency and reduce errors in medication management. It automates tasks like dispensing medications, managing inventory, and tracking usage, allowing pharmacists and nurses to focus on patient care. Automated Dispensing Cabinets provide visibility of stock to prevent overstocking, waste, stock outs, automatic restock based on defined triggers. Omnicell's Digital Ecosystem delivers data intelligence with descriptive (MedXpert) and predictive and prescriptive (Insights) analytics.

The adoption of the resolution will not require the City to be financially obligated nor liable, nor provide any financing to the Project.

DISCUSSION:

Pursuant to Section 147(f) of the Internal Revenue Code of 1982, the Bonds for the Project will be issued by the CSCDA and must be approved by the City due to the Project's location within the territorial limits of the City of Covina.

The CSCDA is a California joint exercise of powers authority established in 1988 and organized under the laws of the State of California (specifically, California Government Code Section 6500 and following), and is sponsored by the League of California Cities and the California State Association of Counties. Over 530 California cities, counties and special districts, have entered into and executed the Agreement to become a member of the CSCDA, including the City, for the sole purpose of issuing revenue bonds for the financing of projects that promote economic development.

The CSCDA's mission is to provide local governments and private entities access to low-cost, tax-exempt financing for projects that provide a tangible public benefit, contribute to social and economic growth and improve the overall quality of life in local communities throughout California. Since inception, the CSCDA has issued more than \$70 billion in tax-exempt debt completing more than 1,600 financings, including approximately \$40 billion in qualified 501(c)(3) bonds for more than 300 nonprofit organizations throughout California.

Each financing completed by the CSCDA has been structured so that the local agency completing the TEFRA hearing process has "no liability" with respect to the issuance of bonds or the repayment of any debt service relating to such bonds. More importantly, the local agency completing the TEFRA hearing process is not a party to any of the financing documents relating to the issuance of the bonds nor is it named in any of the disclosure documents describing the bonds or the proposed financing. *The City of Covina has no financial obligation and incurs no financial liability for the issuance of the Bonds*

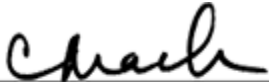
FISCAL IMPACT:

The City will not be a party to the financing documents. Repayment of the Bonds will not be secured by any form of taxation, or be an obligation of the City. The Bonds will not represent or constitute an obligation of the City, general or otherwise. Pursuant to the governing California statutes, the City will not be responsible for the repayment of the Bonds the CSCDA issues on behalf of the borrower.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

CEQA is not applicable to the TEFRA hearing.

Respectfully submitted,



Chris Marcarello
City Manager

RESOLUTION CC 2025-67

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, APPROVING THE ISSUANCE OF THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY REVENUE BONDS (EMANATE HEALTH), SERIES 2025 IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$90,000,000 (THE “BONDS”) FOR THE PURPOSE OF FINANCING AND/OR REFINANCING THE ACQUISITION, CONSTRUCTION, EQUIPPING, IMPROVEMENT, RENOVATION, REHABILITATION AND/OR REMODELING (INCLUDING BY REIMBURSING EXPENDITURES MADE FOR SUCH PURPOSES) OF HOSPITAL, HEALTH CARE AND RELATED FACILITIES AND CERTAIN OTHER MATTERS RELATING THERETO

WHEREAS, Emanate Health, a California nonprofit public benefit corporation (the “Corporation”), has requested that the California Statewide Communities Development Authority (the “Authority”) participate in the issuance of the Bonds in an aggregate principal amount not to exceed \$3,000,000 for the acquisition, construction, equipping, improvement, renovation, rehabilitation and/or remodeling of hospital, health care and related facilities (the “Facilities”) to be owned and operated by the Corporation or one of its affiliates (the “Project”) and located within the City of Covina (the “City”); and

WHEREAS, pursuant to Section 147(f) of the Internal Revenue Code of 1986 (the “Code”), the issuance of the Bonds by the Authority must be approved by the City because the Facilities are located or to be located within the territorial limits of the City; and

WHEREAS, the City Council of the City (the “City Council”) is the elected legislative body of the City and is one of the applicable elected representatives required to approve the issuance of the Bonds under Section 147(f) of the Code; and

WHEREAS, the Authority has requested that the City Council approve the issuance of the Bonds by the Authority for the purposes of financing and/or refinancing the Project in order to satisfy the public approval requirement of Section 147(f) of the Code and the requirements of Section 9 of the Amended and Restated Joint Exercise of Powers Agreement, dated as of June 1, 1988 (the “Agreement”), among certain local agencies, including the City; and

WHEREAS, the Authority is also requesting that the City Council approve the issuance of any refunding bonds hereafter issued by the Authority for the purpose of refinancing the Bonds which financed the Facilities (the “Refunding Bonds”), but only in such cases where federal tax laws would not require additional consideration or approval by the City Council; and

WHEREAS, pursuant to Section 147(f) of the Code, the City Council has, following notice duly given, held a public hearing regarding the issuance of the Bonds, and now desires to approve the issuance of the Bonds by the Authority.

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

SECTION 1. The City Council hereby approves the issuance of the Bonds and Refunding Bonds by the Authority for the purposes of financing and/or refinancing the Project. It is the purpose and intent of the City Council that this resolution constitute approval of the issuance of the Bonds and, to the extent federal tax laws would not require additional consideration or approval by the City Council, the Refunding Bonds by the Authority and of the financing and/or refinancing of the Project, for the purposes of (a) Section 147(f) of the Code by the applicable elected representative of the issuer of the Bonds and the governmental unit having jurisdiction over the area in which the Facilities are located or are to be located, in accordance with said Section 147(f) and (b) Section 9 of the Agreement.

SECTION 2. The officers of the City are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they deem necessary or advisable in order to carry out, give effect to and comply with the terms and intent of this resolution and the financing transaction approved hereby.

SECTION 3. The adoption of this Resolution is solely for the purposes (i) Section 147(f) of the Code and (ii) Section 9 of the Agreement and shall not be construed in any other manner. The City has undertaken no responsibility or obligation, by virtue of this Resolution, for any costs relating to the issuance of the Bonds or the Refunding Bonds or any other costs relating to the Project to be financed and/or refinanced.

Neither the City nor its staff have fully reviewed or considered the financial feasibility of such Project or the expected financing and/or refinancing or operation of such Project with regards to any State of California statutory requirements. The adoption of this Resolution shall not obligate the City or any department thereof to: (i) provide any financing to the Corporation for any portion of the Project or any refinancing thereof; (ii) approve any application or request for or take any other action in connection with any planning approval, permit or other action necessary for the acquisition, rehabilitation or operation of the Project; (iii) make any contribution or advance any funds whatsoever to the Authority; or (iv) take any further action with respect to the Authority or its membership therein.

SECTION 4. This resolution shall take effect immediately upon its adoption.

APPROVED and PASSED this 17th day of June, 2025.

City of Covina, California

BY: _____
VICTOR LINARES, Mayor

ATTEST:

FABIAN VELEZ, Chief Deputy City Clerk

CERTIFICATION

I, Fabian Velez, Chief Deputy City Clerk of the City of Covina, do hereby certify that Resolution CC 2025-67 was duly adopted by the City Council of the City of Covina at a regular meeting held on the 17th day of June, 2025, by the following vote:

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

Dated:

FABIAN VELEZ, Chief Deputy City Clerk



CC Regular Meeting

AGENDA ITEM REPORT

Meeting: June 17, 2025
Title: Breathe Clean Covina Public Health Campaign – Introduction of Ordinance 25-05 Amending Chapter 9.48 (Conduct in Parks)
Presented by: Chris Marcarello, City Manager
Recommendation: That the City Council waive full reading and introduce Ordinance 25-05, entitled “An Ordinance of the City Council of the City of Covina Updating Chapter 9.48 (Conduct in Parks) of the Covina Municipal Code, and Finding the Ordinance to be Exempt Under the California Environmental Quality Act (CEQA)”.

EXECUTIVE SUMMARY:

Currently, the Covina Municipal Code Section 9.48 (Conduct in Parks) prohibits smoking in all public parks/open spaces within City limits. As proposed, the City Council will consider additional smoking prohibitions to include public events and establishing smoking distance thresholds near public buildings.

DISCUSSION:

In 2022, a local public health advocacy group – Breathe Clean Covina (“BCC”) – was awarded grant funding for the purpose of reviewing local smoking regulations in public areas and engaging members of the community on the health risks associated with secondhand smoke. BCC’s work included a comparison of the City’s regulations to other communities, a community survey and compiling proposed regulations for the City to consider.

According to the Los Angeles County Department of Public Health (“DPH”), secondhand smoke is the third leading cause of preventable death the U.S. Adverse health effects of secondhand smoke include heart disease, lung and nasal sinus cancer, and respiratory illness. Additionally, the creation of smoke-free environments has added benefits of changing social norms around tobacco use, including decreasing opportunities for youth modeling smoking behavior.

In early 2025, the City Council was approached by BCC in regards to the City’s smoking regulations. Subsequently, representatives from BCC met with City staff to explore opportunities to strengthen local guidelines and reduce the public’s exposure to secondhand smoke. Following this dialogue, the following amendments have been drafted for the City Council’s further consideration:

- Revising the title of Chapter 9.48 to read as follows: Chapter 9.48 (Conduct in Parks and City Facilities)
- Revising Section 9.48.225 to include the prohibition of smoking at City-sponsored special events, in public parking lots and establishing a 20-foot smoking buffer adjacent to public facilities/transit stops as follows:
 - Smoking is hereby prohibited in all public parks, at City-sponsored special events, in City-owned public parking lots and within twenty (20) feet of public facilities within the city limits of the city of Covina.
- Continue the existing penalties for violation of these chapters, which may be charged as a misdemeanor or infraction and penalties up to \$500 for repeated violations within one year.

Additionally, if approved, staff would work to install updated signage and/or postings at designated City facilities to provide notice to the public about smoking prohibitions.

FISCAL IMPACT:

It is anticipated that the City will incur nominal costs for the creation and installation of signs related to this change. Such costs do not require additional General Fund appropriations.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

This action has been determined to be categorically exempt under CEQA in accordance with Title 14, Chapter 3, Class 1, Sections 15308 and 15061(b)(3). These exemptions apply to regulatory agency actions, as authorized by local ordinances, to assure the maintenance, restoration, enhancement or protection of the environment and that it can be seen with certainty that there is no possibility that the Ordinance will have a significant effect on the environment.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Chris", is written over a horizontal line.

Chris Marcarello
City Manager

ORDINANCE 25-05

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, UPDATING CHAPTER 9.48 OF THE COVINA MUNICIPAL CODE TO IDENTIFY ADDITIONAL AREAS WHERE SMOKING IS PROHIBITED

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

SECTION 1. Findings. The City Council finds and declares as follows:

WHEREAS, Section VII of Article XI of the California Constitution provides that a City may make and enforce within its limits all local, police, sanitary, and other ordinances and regulations not in conflict with general laws; and

WHEREAS, the United States Surgeon General, the United States Centers for Disease Control, and the California Environmental Protection Agency have each concluded that involuntary smoking by inhaling second-hand smoke poses a significant public health hazard and can cause lung cancer and heart disease; and

WHEREAS, the California Legislature enacted the “California Occupational Safety Health Act of 1973 in order to assure safe and healthful working conditions in California by, in part, limiting and/or prohibiting the smoking of tobacco products in “enclosed places of employment”; and

WHEREAS, California Labor Code section 6404.5 explicitly provides that any place not defined as a “place of employment” or other area where the smoking of tobacco products is not regulated by Labor Code section 6404.5(e) “shall be subject to local regulation of smoking of tobacco products”; and

WHEREAS, the California Legislature enacted the California Indoor Clean Air Act of 1976 and limited and/or prohibited smoking within certain specified areas frequented by the public in an effort to combat the health impact of tobacco smoking; and

WHEREAS, California Health and Safety Code section 118910 explicitly provides that a local governing body may ban completely the smoking of tobacco, or may regulate smoking in any manner not inconsistent with the Indoor Clean Air Act or any other provision of state law; and

WHEREAS, the City Council received a presentation on February 18, 2025 concerning the need for revisions to the City’s existing smoking restrictions found in Chapter 9.48 of the Covina Municipal Code; and

WHEREAS, tobacco use causes death and disease and continues to be an urgent public health threat, as evidenced by the following:

1. The World Health Organization (WHO) estimates that tobacco kills up to half of its users, amounting to more than 8 million deaths each year worldwide, including nearly half a million people who die prematurely from smoking in the United States alone;
2. Tobacco use causes disease in nearly all organ systems and is responsible for an estimated 87% of lung cancer deaths, 32% of coronary heart disease deaths, and 79% of all chronic obstructive pulmonary disease deaths in the United States;
3. Despite significant progress, tobacco use remains the leading cause of preventable death and disease in the United States; and

WHEREAS, tobacco use is the number one cause of preventable death in California and continues to be an urgent public health issue, as evidenced by the following:

1. An estimated 40,000 California adults die from smoking annually;
2. Research indicates that more than 25% of all adult cancer deaths in California are attributable to smoking; and

WHEREAS, secondhand smoke has been repeatedly identified as a health hazard, as evidenced by the following:

1. In 2006, the U.S. surgeon general concluded that there is no risk-free level of exposure to secondhand smoke;
2. In 2006, the California Air Resources Board identified secondhand smoke as a toxic air contaminant, in the same category as the most toxic automotive and industrial air pollutants, and a serious health threat for which there is no safe level of exposure;
3. In 2006, the California Environmental Protection Agency added secondhand smoke to the Proposition 65 list of chemicals known to the state of California to cause cancer, birth defects, and other reproductive harm; and

WHEREAS, exposure to secondhand smoke anywhere has negative health impacts, and exposure to secondhand smoke can occur at significant levels outdoors, as evidenced by the following:

1. Levels of secondhand smoke exposure outdoors can reach levels recognized as hazardous, depending on direction and amount of wind, number and proximity of smokers, and enclosures like walls or roofs;
2. Smoking cigarettes near building entryways can increase air pollution levels by more than two times background levels, with maximum levels reaching the “hazardous” range on the United States EPA’s Air Quality Index;
3. To be completely free from exposure to secondhand smoke in outdoor places, a person may have to move at least 20 feet away from the source of the smoke, about the width of a two-lane road; and

WHEREAS, electronic smoking device aerosol may be considered a health hazard, as evidenced by the following:

1. Research has found electronic smoking device aerosol contains at least 12 chemicals known to the State of California to cause cancer, birth defects, or other reproductive harm, such as formaldehyde, acetaldehyde, lead, nickel, chromium, arsenic, and toluene;
2. Electronic smoking device aerosol is not harmless water vapor as it contains varying concentrations of particles and chemicals with some studies finding particle sizes and nicotine concentrations similar to, or even exceeding, conventional cigarette smoke;
3. Evidence continues to build that exposure to electronic smoking device aerosol, including secondhand exposure, has immediate impacts on the human respiratory and cardiovascular systems, and poses a risk to human health;
4. Given the increasing prevalence of electronic smoking device use, especially among youth and young adults, widespread nicotine exposure resulting in addiction and other harmful consequences serious concerns; and

WHEREAS, secondhand cannabis smoke has been identified as a health hazard, as evidenced by the following:

1. The California Environmental Protection Agency includes cannabis smoke on the Proposition 65 list of chemicals known to the state of California to cause cancer;
2. Cannabis smoke contains at least 33 known carcinogens;
3. In one study, exposure to cannabis smoke in an unventilated setting resulted in detectable levels of cannabinoids in non-smoker participants' blood and urine, and participants experienced minor increases in heart rate and impaired cognitive performance;
4. A recent systematic review of the literature concluded that secondhand exposure to cannabis smoke leads to cannabinoid metabolites in bodily fluids and individuals experiencing self-reported psychoactive effects; and

WHEREAS, laws restricting the use of tobacco products have recognizable benefits to public health and can reduce medical costs; these outcomes, consistently demonstrated in peer reviewed research, include the following:

1. Reduced prevalence of tobacco use;
2. Reduced secondhand smoke exposure, as measured by self-report and laboratory analysis of biomarkers or indoor air;
3. Increased cessation of tobacco use;

4. Reduced initiation of tobacco use among young people;
5. Fewer hospitalizations from tobacco-related diseases, such as asthma and cardiovascular disease.

SECTION 2. Chapter 9.48 of the Covina Municipal Code is hereby amended as follows:

Section 9.48.020 is amended to include the following definitions:

“PUBLIC EVENT AREA. Any publicly-owned place used for an event open to the general public, regardless of any fee or age requirement, including a farmers’ market, parade, fair, or festival.

PUBLIC FACILITY. Any publicly-owned place building, parking lot, kiosk, bus stop or transit shelter that is open to the general public.”

Section 9.48.225 is amended to include the following language:

“Smoking is hereby prohibited in all public parks, at City-sponsored special events, in City-owned public parking lots and within twenty (20) feet of public facilities within the city limits of the city of Covina.”

SECTION 3. The Council finds that this Ordinance is exempt from the provisions of the California Environmental Quality Act (“CEQA”), pursuant to CEQA Guidelines Section 15308, Actions by Regulatory Agencies for Protection of the Environment. This exemption applies to actions taken by regulatory agencies, as authorized by state or local ordinance, to assure the maintenance, restoration, enhancement, or protection of the environment where the regulatory process involves procedures for protection of the environment. The Ordinance is also exempt from CEQA pursuant to Guidelines Section 15061(b)(3) because it can be seen with certainty that there is no possibility that the Ordinance will have a significant effect on the environment.

SECTION 4. Severability. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this ordinance. The City Council declares that it would have passed this ordinance and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

SECTION 5. City Clerk Certification. The City Clerk shall certify to the adoption of this Ordinance and cause the same to be posted at the duly designated posting places with the City and published once within fifteen (15) days after passage and adoption as required by law; or, in the alternative, the City Clerk may cause to be published a summary of this Ordinance and post a certified copy of the text of this Ordinance in the Office of the City Clerk five (5) days prior to the date of adoption of this Ordinance, and within fifteen (15) days after adoption, the City Clerk shall cause to be published the aforementioned summary and shall post a certified copy of this Ordinance, together with the vote for and against the same, in the Office of the City Clerk.

PASSED, APPROVED, and ADOPTED this __ day of ____, 2025.

City of Covina, California

BY: _____
VICTOR LINARES, Mayor

ATTEST:

FABIAN VELEZ, Chief Deputy City Clerk

APPROVED AS TO FORM:

City Attorney

CERTIFICATION

I, Fabian Velez, Chief Deputy City Clerk of the City of Covina, do hereby certify that Ordinance 25-05 was introduced for first reading at a regular meeting on the __ day of ____, 2025. Thereafter, said Ordinance was duly approved and adopted at a regular meeting of said City Council on the __ day of ____, 2025, by the following vote:

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

Dated:

FABIAN VELEZ, Chief Deputy City Clerk

Chapter 9.48

CONDUCT IN PARKS AND CITY FACILITIES¹

Sections:

- [9.48.010 Definitions.](#)
- [9.48.020 Compliance.](#)
- [9.48.040 Deputy or authorized person.](#)
- [9.48.050 Rules and regulations.](#)
- [9.48.060 Enforcement authority.](#)
- [9.48.070 Restrictions on games.](#)
- [9.48.075 Bicycles, skates, skateboards prohibited where sign is posted.](#)
- [9.48.076 Pedestrian right-of-way.](#)
- [9.48.077 Skate park regulations.](#)
- [9.48.079 Reserved.](#)
- [9.48.080 Golf prohibited.](#)
- [9.48.085 Bounce houses prohibited.](#)
- [9.48.086 Exemption.](#)
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- [9.48.089 Reserved.](#)
- [9.48.090 Harmful objects.](#)
- [9.48.100 Rubbish.](#)
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- [9.48.120 Firecrackers, etc.](#)
- [9.48.130 Structure, flora, turf, etc.](#)
- [9.48.135 Use of metal detectors at parks.](#)
- [9.48.136 Metal detector permit.](#)
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- [9.48.159 Reserved.](#)
- [9.48.160 Animals.](#)
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- [9.48.170 Changing clothes.](#)
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- [9.48.200 Solicitation.](#)
- [9.48.210 Intoxication.](#)
- [9.48.220 Alcoholic beverages, narcotics and dangerous drugs.](#)
- [9.48.225 Smoking prohibited.](#)
- [9.48.226 Disposal of cigars, cigarettes, pipes.](#)
- [9.48.227 Free passage shall not be obstructed or hindered.](#)

[9.48.228 Bulky items, tents and storage of personal property in parks.](#)
[9.48.229 Reserved.](#)
[9.48.230 Overnight camping.](#)
[9.48.240 House trailers.](#)
[9.48.250 Obedience to park authorities.](#)
[9.48.260 Hours of use.](#)
[9.48.270 Liability.](#)
[9.48.280 Grazing.](#)
[9.48.290 Molesting animals.](#)
[9.48.300 Swimming.](#)
[9.48.310 Children visiting park waters.](#)
[9.48.320 Model airplanes, etc.](#)
[9.48.325 Signage and posting.](#)
[9.48.330 Penalty for violation.](#)

9.48.010 Definitions.

For the purpose of this chapter, the following words and phrases shall have the meanings respectively ascribed to them in this section:

A. "Alcoholic beverages" includes alcohol, spirits, liquor, wine, beer and every liquid containing one-half of one percent or more of alcohol by volume and which is fit for beverage purposes either alone or when diluted, mixed or combined with other substances.

B. "Bicycle" means a device upon which any person may ride, propelled exclusively by human power, except as provided in Section [312.5](#) of the California Vehicle Code, through a belt, chain, or gears, and having one or more wheels. An electric bicycle is a bicycle.

C. "Director" means a person immediately in charge of any park area and its activities, and to whom all park or recreation personnel of such area are responsible, or other person authorized by him, pursuant to law, to act in his stead.

D. "Motor vehicle" means any multi-wheeled, treaded, or sled-type vehicle that is propelled by a motor or engine. "Motor vehicles" includes any commonly known as a "motorized recreation vehicle," and any self-propelled vehicle that is presently defined by Sections [400](#) and [405](#) of the Vehicle Code of the state as a motorcycle or motor-driven vehicle.

E. "Narcotics and dangerous drugs" means those narcotics and drugs listed or defined in the Health and Safety Code of the state as now or hereafter amended.

F. "Park" means a park, reservation, playground, recreation center or any other area in the city, owned, managed, used or controlled by the city, and devoted to active or passive recreation. "Park" shall include the entire site of the park, including, without limitation, all structures thereon, any parking lots, and any public sidewalk adjacent to the park site.

G. "Person" means any person, firm, partnership, association, corporation, company or organization of any kind.

H. "Public Event Area" means any publicly-owned place used for an event open to the general public, regardless of any fee or age requirement, including a farmers' market, parade, fair or festival.

I. "Public Facility" means any publicly-owned building, parking lot, kiosk, bus stop or transit shelter that is open to the general public.

J. "Roller skate" or "in-line skate" means any shoe, boot or other footwear to which one or more wheels are attached and includes roller blades.

K. "Scooter" means any platform of any composition or size mounted between two or more wheels with an upright steering handle attached thereto.

L. "Smoke" or "smoking" means possessing, carrying, holding or burning of a cigarette, cigar, pipe, or any other lighted smoking product or equipment used to burn any form of tobacco, weed, plant or any other similar combustible substance. "Smoke" or "smoking" also includes inhaling, exhaling or emitting the fumes of any lighted cigarette, cigar, pipe, or any other lighted smoking product or equipment used to burn any form of tobacco, weed, plant, or any other similar combustible substance.

M. "Skateboard" means any platform of any composition or size to which two or more wheels are attached and which is intended to be ridden or propelled by one or more persons standing or kneeling upon it and to which there is not affixed any seat or any other device or mechanism to turn and control the wheels.

N. "Other wheeled recreational device" means nonmotorized bicycles, scooters, in-line skates, roller skates, or wheelchairs being used for recreational purposes. (Ord. 24-03 §§ 3, 4, 2024; Ord. 11-1995 § 1, 2011; Ord. 92-1745 § 1, 1992.)

9.48.020 Compliance.

A person shall not enter, be or remain in a park unless he complies with all of the regulations set forth in this chapter applicable to such park and with all other applicable laws, ordinances, rules and regulations. A violation of any provision of this chapter or of any other applicable law, ordinance, rule or regulation, in addition to any other penalty provided for in this chapter or by any other law, shall result in the person so violating being a trespasser ab initio, and the director, or person designated by him to act in his stead, or any peace officer may eject such person from the park. (Ord. 92-1745 § 1, 1992.)

9.48.040 Deputy or authorized person.

Whenever a power is granted to, or a duty is imposed upon, the director or other public officer, the power may be exercised or the duty performed by a deputy of the public officer or other person so authorized, pursuant to law, by the director except as otherwise provided by this chapter. (Ord. 92-1745 § 1, 1992.)

9.48.050 Rules and regulations.

The council may, by resolution, adopt rules and regulations governing conduct in, and the operation of, parks within the city. All city functions shall have priority use of all park facilities. (Ord. 92-1745 § 1, 1992.)

9.48.060 Enforcement authority.

The director and chief of police shall enforce the provisions of this chapter. (Ord. 92-1745 § 1, 1992.)

9.48.070 Restrictions on games.

No person in a park shall take part in or abet the playing of any games involving thrown or otherwise propelled objects such as balls, stones, arrows, javelins or model airplanes except in areas set apart for such forms of recreation. The playing of rough or comparatively dangerous games such as tackle football or hockey is prohibited except on the fields and courts or areas specifically designated for such purpose by the director. (Ord. 11-1995 § 2, 2011; Ord. 92-1745 § 1, 1992.)

9.48.075 Bicycles, skates, skateboards prohibited where sign is posted.

A. It is unlawful for any person to ride a bicycle, in-line skates, roller skates, scooter, skateboard or similar coaster device upon any park so long as such sign is posted so as to give reasonable notice of such prohibition.

B. It is unlawful for any person to ride a bicycle, in-line skates, roller skates, scooter, skateboard, or similar coaster device upon any park's walls, steps, stairways, railings, benches, access ramps, driveways or parking lots, except as permitted at the Covina Skate Park as established by regulations in CMC [9.48.077](#). (Ord. 24-03 § 5, 2024; Ord. 11-1995 § 3, 2011.)

9.48.076 Pedestrian right-of-way.

Any person lawfully riding in, on, or by means of a bicycle, in-line skates, roller skates, scooter, skateboard, or similar coaster device shall yield the right-of-way to any pedestrian. (Ord. 11-1995 § 3, 2011.)

9.48.077 Skate park regulations.

The following regulations apply to the Covina Skate Park (the "skate park") located at Wingate Park at 735 N. Glendora Avenue, Covina, CA 91724. These regulations shall be posted at the skate park:

A. This is an unsupervised skate park. Use at your own risk.

B. The skate park is intended for skateboards, scooters, in-line skates and roller skates.

C. No bicycles, unicycles, tricycles or other wheeled recreational devices, except those expressly authorized in subsection (B) of this section, are permitted in the skate park, except at times when

the city has specifically authorized the use and operation of such other wheeled recreational devices at the skate park.

D. Metal wheels or any other equipment that could damage the skating surface are prohibited.

E. All users must wear helmets, elbow pads, and knee pads at all times.

F. Users under 12 years of age must be accompanied by an adult.

G. Smoking, vaping, consuming alcohol, and/or using drugs prohibited.

H. Graffiti, tagging, stickers, or etching prohibited.

I. Food, drinks, and glass containers are prohibited inside the skate park.

J. Changing, altering, modifying or lubricating permanent apparatuses is prohibited.

K. Introducing additional apparatuses to the skate park is prohibited.

L. Use of the skate park is deemed a hazardous recreational activity, which may result in death, paralysis, brain damage, concussion, broken bones, or other serious injury. User must be aware of their ability and limits. All users and spectators accept and assume liability for any and all injuries or death.

M. Use of the skate park when hazardous conditions exist is prohibited.

N. All organized events must have written approval from the director.

O. The skate park will be open daily from dawn to dark, unless otherwise posted by the director. No trespassing is allowed when the skate park is closed.

P. Persons failing to comply with regulations stated above, including but not limited to failure of a person riding a skateboard or other wheeled recreational device in the facility to wear a helmet, elbow pads, and knee pads, are subject to citation pursuant to CMC [9.48.330](#).

Q. The director is authorized to post additional rules that they determine are necessary for the safe operation of the skate park. (Ord. 24-03 § 6, 2024.)

9.48.078 Reserved.

(Ord. 11-1995 § 3, 2011.)

9.48.079 Reserved.

(Ord. 11-1995 § 3, 2011.)

9.48.080 Golf prohibited.

It is unlawful for any person to drive, chip or pitch golf balls or to play the game of golf in any public park within the city. This section shall not apply to activities conducted and supervised by the parks and recreation department. (Ord. 92-1745 § 1, 1992.)

9.48.085 Bounce houses prohibited.

Bounce houses, astro jumps, jumpers, moonwalks or other similar, temporary play structures designed to be inflated are prohibited in all parks. (Ord. 11-1995 § 4, 2011.)

9.48.086 Exemption.

City-sponsored events and activities conducted on any park are exempt from the prohibition of CMC [9.48.085](#). (Ord. 11-1995 § 4, 2011.)

9.48.087 Reserved.

(Ord. 11-1995 § 4, 2011.)

9.48.088 Reserved.

(Ord. 11-1995 § 4, 2011.)

9.48.089 Reserved.

(Ord. 11-1995 § 4, 2011.)

9.48.090 Harmful objects.

A person shall not place, throw, leave, keep or maintain any object in such a manner or in such a place that any person or animal may be injured or any structure or vehicle may be damaged thereby. (Ord. 92-1745 § 1, 1992.)

9.48.100 Rubbish.

A person shall not throw, place or dispose of any garbage, refuse, wastepaper, bottles, or cans in any place in a park other than into a garbage can or other receptacle maintained therein for that purpose. (Ord. 92-1745 § 1, 1992.)

9.48.110 Shooting.

A person shall not discharge or shoot any firearms, air gun, slingshot, or bow and arrow in any park except at ranges designated for such purpose by the director. (Ord. 92-1745 § 1, 1992.)

9.48.120 Firecrackers, etc.

A person shall not take or transport into any park, or have in his possession therein, or fire or discharge therein, any firecracker, rocket, torpedo, fireworks, or other explosive substance unless he first obtains a permit to do so from the city and complies with all other applicable ordinances. (Ord. 92-1745 § 1, 1992.)

9.48.130 Structure, flora, turf, etc.

Except as otherwise provided in CMC [9.48.135](#), a person, other than a duly authorized park employee, approved landscape contractor, or others as authorized by the director in the performance of his duties, shall not do the following:

- A. Dig, remove, destroy, injure, mutilate, or cut any tree, plant, shrub, grass, fruit, or flower or any portion thereof growing in any park;
- B. Remove any wood, turf, grass, soil, rock, sand or gravel from any park;
- C. Cut, break, injure, deface, or disturb any rock, building, cage, pen, monument, sign, fence, bench, structure, apparatus, equipment, or property in any park or any portion thereof; or mark or place thereon or on any portion thereof any mark, writing, or printing; or attach thereto any sign, card, display or other similar device. (Ord. 11-1995 § 5, 2011; Ord. 92-1745 § 1, 1992.)

9.48.135 Use of metal detectors at parks.

The use of metal detector devices is permitted in any park under the following conditions:

- A. A person wishing to use a metal detector device must apply for and obtain a permit from the director prior to using a metal detector in any park.
- B. Metal detectors are limited to portable, hand-held devices only. Digging equipment is limited to small hand tools; all motorized digging devices are prohibited.
- C. Any digging may be done only to a maximum depth of three inches. Any area disturbed by digging must be restored as nearly as possible to its original condition immediately before the person leaves the area.
- D. A person using a metal detector is required to use a trash apron to store all materials found. The collector may retain articles found, subject to subsection (E) of this section. Any material the person does not wish to retain shall be placed in an approved waste receptacle. Any material that may pose a safety hazard to other park users shall be reported to the director.
- E. No person shall collect, excavate, remove, injure, disfigure, deface, destroy or appropriate any object of archaeological, or historical interest or value except with written permission of the director. (Ord. 11-1995 § 6, 2011.)

9.48.136 Metal detector permit.

The director is hereby authorized to and shall establish procedures for the issuance, suspension, and revocation of permits for the use of metal detector devices in any park. (Ord. 11-1995 § 6, 2011.)

9.48.137 Reserved.

(Ord. 11-1995 § 6, 2011.)

9.48.138 Reserved.

(Ord. 11-1995 § 6, 2011.)

9.48.139 Reserved.

(Ord. 11-1995 § 6, 2011.)

9.48.140 Fires.

A person shall not light or maintain any fire in any park other than in a stove area circle, or area designated for such purpose, except upon written authorization from the city. All fires lighted or maintained pursuant to this section shall be in compliance with all applicable rules and regulations of the Covina fire department. (Ord. 92-1745 § 1, 1992.)

9.48.150 Disturbances.

A person shall not disturb the peace and quiet of any park by any of the following:

- A. Unduly loud or unusual noise; or
- B. Tooting, blowing, or sounding any siren, horn, signal, or noise-making device; or
- C. Any obscene, violent, or riotous conduct; or
- D. The use of any vulgar, profane, or indecent language. (Ord. 92-1745 § 1, 1992.)

9.48.155 Sound amplification.

It is unlawful for any person to use sound amplifiers, speakers or similar devices in any park in such a manner that the sound is amplified so as to be audible at a distance of 150 feet or more, unless a special sound permit is obtained from the director. (Ord. 11-1995 § 7, 2011.)

9.48.156 Exemption.

City-sponsored events and activities conducted on any park are exempt from the prohibition of CMC [9.48.155](#); however, the city shall reasonably address noise impacts at city-sponsored events. (Ord. 11-1995 § 7, 2011.)

9.48.157 Special sound permit.

The director is hereby authorized to and shall establish procedures for the issuance, suspension, and revocation of special sound permits for the use of sound amplifiers, speakers or similar devices in any park. Such procedures shall be established and implemented on a content neutral basis. (Ord. 11-1995 § 7, 2011.)

9.48.158 Reserved.

(Ord. 11-1995 § 7, 2011.)

9.48.159 Reserved.

(Ord. 11-1995 § 7, 2011.)

9.48.160 Animals.

A person shall not bring into any park any cattle, horse, mule, goat, sheep, swine, cat, or other animal of any kind except as hereafter specifically provided or as otherwise permitted by the director. (Ord. 11-1995 § 10, 2011; Ord. 92-1745 § 1, 1992.)

9.48.165 Dogs.

Dogs are allowed in all city parks subject to the following rules and regulations:

A. All dogs must be securely restrained by a leash not exceeding six feet in length, of sufficient strength to prevent the escape of such dog at all times.

B. All dogs must be at least four months of age, vaccinated for rabies, currently licensed by the city's animal control authority and wear a collar with current tags while in the park.

C. All dogs must be in the care, custody and control of a person at least 18 years old. Any person under 18 years of age must be accompanied by and be under the direct supervision of an adult to enter the park with the on-leash dog. All dogs must be under the voice control of their caretakers at all times. Dogs shall not be left unattended at any time.

D. No adult may have more than two dogs in the park at any time.

E. Dogs are not permitted in or around child play areas, at organized sporting events or at city-sponsored events and activities.

F. Any person having care, custody or control of a dog in the park shall quiet or remove the dog if the dog barks excessively.

G. Any person having care, custody, or control of a dog in the park shall promptly remove and properly dispose of any waste deposited by such dog. The dog owner or caretaker shall carry a suitable container, bag, or instrument for the removal and disposal of dog feces.

H. Dogs shall not interfere with, bother or harass park users, groups, or other animals or wildlife.

I. No dog that is sick, in heat, injured or which displays aggressive behavior toward other dogs or humans is permitted in any park.

J. If signs of aggression occur, the dog must be removed from the park immediately. It shall be the dog owner or caretaker's responsibility for any of the dog's actions, even if the dog was provoked by another animal or another person. The dog owner or caretaker shall immediately remove the dog from the park if the dog bites or attempts to bite or attack any person or dog.

K. Any dog which has been repeatedly aggressive or attempted to attack or bite another dog or a person may be barred from any park by notice and order of the city, in its discretion.

L. The presence of a dog in the park shall constitute implied consent of the dog's owner or any person having the care, custody or control of the dog, to strictly follow the rules of this section and shall constitute a waiver of liability to the city, its elected officials, officers, employees, an assumption of all risks, an agreement and undertaking to protect, indemnify, defend and hold harmless the city, its elected officials, officers, and employees, for any injury or damage to persons or property during any time that the dog is in the park. (Ord. 11-1995 § 11, 2011.)

9.48.166 Reserved.

(Ord. 11-1995 § 11, 2011.)

9.48.167 Reserved.

(Ord. 11-1995 § 11, 2011.)

9.48.168 Reserved.

(Ord. 11-1995 § 11, 2011.)

9.48.169 Reserved.

(Ord. 11-1995 § 11, 2011.)

9.48.170 Changing clothes.

A person shall not change clothes or disrobe in any park except in that portion of a comfort station or other facility, if any, which is designated for such purpose. (Ord. 92-1745 § 1, 1992.)

9.48.180 Nudity and disrobing.

No person shall appear, bathe, sunbathe, walk, change clothes, disrobe, or be in any park in such a manner that the genitals, vulva, pubis, pubic symphysis, pubic hair, buttocks, natal cleft, perineum, anus, anal region, or pubic hair region of any person, or any portion of the breast at or below the upper edge of the areola thereof of any female person, is exposed to public view, except in those portions of a comfort station, if any, expressly set aside for such purpose. (Ord. 92-1745 § 1, 1992.)

9.48.190 Motor vehicles.

A person shall not bring to or operate in any park any motor vehicle except at such times and at such places as permitted by the director in written regulations or permits issued by him from time to time, and any such operation of a motor vehicle shall be in accordance with the conditions contained in such regulation or permit. A person shall not park any motor vehicle in the park, except in areas designated by the director for parking. (Ord. 92-1745 § 1, 1992.)

9.48.200 Solicitation.

A person shall not solicit in any manner or for any purpose or sell or offer for sale any goods, wares, or merchandise therein except as follows:

A. Pursuant to a concession or other agreement authorized by the city council; and

B. When found by the director to be consistent with the policies of the parks and recreation department or to promote the program of the department, under conditions prescribed by him. (Ord. 92-1745 § 1, 1992.)

9.48.210 Intoxication.

A person shall not enter, remain in, or be in any park while he is under the influence of any alcoholic beverage or narcotic or dangerous drug. (Ord. 92-1745 § 1, 1992.)

9.48.220 Alcoholic beverages, narcotics and dangerous drugs.

A person shall not enter, be, or remain in any park while in possession of, transporting, purchasing, selling, giving away, or consuming any alcoholic beverage. A person shall not enter, be, or remain in any park while in possession of, transporting, purchasing, selling, giving away, or consuming any narcotics or dangerous drugs. (Ord. 11-1995 § 12, 2011; Ord. 92-1745 § 1, 1992.)

9.48.225 Smoking prohibited.

Smoking is hereby prohibited in all public parks, at City-sponsored public events, in City-owned public parking lots and within twenty (20) feet of public facilities within the city limits of the city of Covina. (Ord. 11-1995 § 13, 2011.)

9.48.226 Disposal of cigars, cigarettes, pipes.

No person shall dispose of lighted or unlighted cigars or cigarettes, or cigar or cigarette butts, or any other tobacco-related waste in or upon any public park. (Ord. 11-1995 § 13, 2011.)

9.48.227 Free passage shall not be obstructed or hindered.

A. No person or persons shall stand, sit, linger, idle, or loiter on any street, alley, sidewalk, park or other public place, or in or about the entrance or exit of any business establishment or public building, either on foot or in an automobile or other vehicle, in such a manner as to obstruct or hinder the free passage of persons along such public way, or obstruct or hinder persons entering and exiting from any business establishment or public building, or in such a manner as to create a health or safety hazard for the community or for the patrons of such public place.

B. No person in violation of this prohibition shall refuse or fail to disperse or move on when directed to do so by a police officer or city employee. (Ord. 19-08 § 1, 2019.)

9.48.228 Bulky items, tents and storage of personal property in parks.

A. Purpose. Parks should be accessible and available to residents and the public at large for their intended recreational uses. Bringing bulky items into a park and the unauthorized use of a park for the storage of personal property interfere with the rights of other members of the public to use parks for their intended purposes and can create a public health or safety hazard that adversely affects the park and those who use the park for recreational activities. The purpose of this section is to maintain parks in a clean, sanitary and accessible condition, to prevent harm to the health or safety of the public, and to promote the public health and safety by ensuring that parks remain readily accessible for their intended recreational uses.

B. Definitions. The definitions contained in this subsection shall govern the construction, meaning and application of words and phrases used in this section.

1. "Administrative procedures" means the city's administrative procedures for the removal of personal property approved by city council resolution, as established pursuant to subsection (F)(4) of this section.

2. "Bulky item" means any item that is too large or a group of items that cumulatively are too large to fit in one 60-gallon trash container with the lid closed, including, but not limited to, a mattress, couch, chair or other furniture or appliance. The following items shall not constitute a bulky item: a portable, collapsible picnic chair or table, bicycle or any item listed in the administrative procedures as approved by city council resolution

3. "Personal property" means any and all tangible property, and includes, but is not limited to, goods, materials, merchandise, tents, bedding, sleeping bags, hammocks, and personal items such as luggage, backpacks, clothing, documents, medication and household items.

4. "Store," "stored" or "storing" means to put aside or accumulate for use when needed, to put for safekeeping, to place or leave in a location.

5. "Tent" means any tarpaulin, cover, structure or shelter, made of any material which is not open on all sides and which hinders an unobstructed view behind or into the area surrounded by the tarpaulins, cover, structure or shelter.

C. Prohibition on Bulky Items in a City Park. No person shall bring into any park any bulky item unless the city manager or city manager's designee approves in writing the bulky item for a city-authorized special event.

D. Prohibition on Erecting a Tent in a City Park. Except for areas expressly designated for camping, no person shall erect, configure or construct a tent in any park.

E. Prohibition on Attachments. No person shall erect any barrier against or lay string, thread, or filament or join any wires, ropes, chains or otherwise attach any personal property to any of the city's real or personal property or trees or plants in a park, including, but not limited to, a building or portion or protrusion thereof, playground equipment, sports equipment, exercise equipment, fencing, netting, trash can, gazebo, pagoda, pole, post, bike rack, drinking fountain, sign, table, bench, tree, bush, shrub or plant, without the city's prior written consent.

F. Prohibition on Storage of Personal Property – Removal of Stored Personal Property.

1. No person shall store personal property in any park.

2. The city may remove stored personal property in accordance with the administrative procedures. This section shall not apply to personal property that remains in the park pursuant to statute, ordinance, regulation, permit, contract or other authorization by the city.

3. In the event personal property placed in a park poses an immediate threat to the health or safety of the public, the city may remove and discard it without prior notice.

4. Establishment of Administrative Procedures. The administrative procedures shall provide the procedures necessary to implement the requirements of this section and, at minimum, shall address the requirements listed below. The city manager is authorized to delegate to other city officials the duty and authority to implement the administrative procedures.

- a. Pre-Removal Notice. In the event city employees or agents determine that property is being stored on public property, notice of the city's removal of personal property shall be provided as set forth in the administrative procedures.

- b. Failure to Remove Stored Personal Property. No person shall fail to remove personal property stored on public property by the time of scheduled removal provided on the written notice posted in accordance with the administrative procedures.

- c. Storage and Disposal. Personal property which is not removed by the time of scheduled removal set forth on the notice posted pursuant to this section may be removed and stored or disposed of in accordance with the administrative procedures.

- d. Repossession. As set forth in the administrative procedures, the owner or other person entitled to possession of personal property removed and stored by the city may repossess the personal property prior to its disposal. Personal property not claimed within the time period set forth in the administrative procedures is deemed abandoned.

G. Prohibition on Illegal Dumping. Nothing herein precludes the enforcement of any law prohibiting illegal dumping, including, but not limited to, California Penal Code Section [374.3](#), or any successor statutes proscribing illegal dumping.

H. Limitation on Applicability. This chapter is not intended to violate and shall not be applied or enforced in a manner that violates the United States or California Constitutions and applicable state or federal statutes. (Ord. 19-08 § 2, 2019.)

9.48.229 Reserved.

(Ord. 11-1995 § 13, 2011.)

9.48.230 Overnight camping.

A person shall not camp or sleep overnight in any park, except when authorized by the director. (Ord. 92-1745 § 1, 1992.)

9.48.240 House trailers.

A person shall not bring a house trailer or other recreation travel-trailer-type vehicle which can be used for overnight sleeping purposes into any park, except when authorized by the director. (Ord. 92-1745 § 1, 1992.)

9.48.250 Obedience to park authorities.

No person in a park shall:

A. Fail to obey the directions of the director or other park attendants to cease and desist from any activities prohibited by this chapter, or by rules and regulations adopted pursuant to CMC [9.48.050](#);

B. Fail to leave any park premises when directed to do so by the director or other park or recreation personnel because of such violation; or

C. Return to the park on the same calendar day after having complied with a direction to leave the park. (Ord. 92-1745 § 1, 1992.)

9.48.260 Hours of use.

It is unlawful for any person to remain, stay or loiter in any park, other than Covina, Hollenbeck and Kelby Parks, or building therein, between the hours of 10:00 p.m. and 5:00 a.m. the following day, and, as to Covina, Hollenbeck and Kelby Parks between the hours of 10:30 p.m. to 5:00 a.m. the following day, without special permission from the director of parks and recreation, or his authorized representative. (Ord. 92-1745 § 1, 1992.)

9.48.270 Liability.

A person exercising any of the privileges authorized by this chapter does so at his own risk without liability on the part of the city, its officers, employees, and agents for death or injury to persons or damage to property resulting therefrom. (Ord. 92-1745 § 1, 1992.)

9.48.280 Grazing.

A person shall not permit any cattle, horses, goats, sheep, swine or any domestic animal to graze in the park, except on property designated for such purposes. (Ord. 92-1745 § 1, 1992.)

9.48.290 Molesting animals.

A person shall not molest, hunt, disturb, injure, shoot at, take, net, poison, wound, harm, kill, or remove from the park or riding and hiking trail any kind of animal except as follows:

A. When necessary to avoid bodily harm;

B. When fishing is permitted by the director pursuant to the provisions of this chapter. (Ord. 92-1745 § 1, 1992.)

9.48.300 Swimming.

A person shall not swim in any park waters except at places and times designated by the director. (Ord. 92-1745 § 1, 1992.)

9.48.310 Children visiting park waters.

No parent or guardian or any person having the custody of any child under the age of eight years shall cause, permit or allow such child to enter or visit any park having a body of water within the boundaries of such park, unless such child is accompanied by a person of not less than 16 years of age. (Ord. 92-1745 § 1, 1992.)

9.48.320 Model airplanes, etc.

A person shall not operate model airplanes, boats, or crafts except in areas designated for such use and subject to all rules and regulations contained in such written permission. (Ord. 92-1745 § 1, 1992.)

9.48.325 Signage and posting.

In order to provide reasonable notice to the public, the director shall post signs in one or more conspicuous and visible area(s) of any park, specifying the requirements of CMC [9.48.070](#), [9.48.075](#), [9.48.076](#), [9.48.085](#), [9.48.130](#), [9.48.135](#), [9.48.155](#), [9.48.220](#), [9.48.225](#), [9.48.226](#) and other prohibited activities described in this chapter. The signs required pursuant to this section shall cite the respective code section being invoked and shall state that any person failing to comply with such code section shall be subject to citation or other applicable enforcement authority available to the city. The manner of such posting, including the wording, size, color, design and place of posting, shall be determined by the director. (Ord. 11-1995 § 14, 2011.)

9.48.330 Penalty for violation.

A. Any person who violates any provision of this chapter shall be guilty of a misdemeanor or infraction as provided in Chapter [1.16](#) CMC. The violation may be charged as an infraction. Upon conviction of an infraction, said person shall be punished by:

1. A fine of not more than \$100.00 for a first violation;
2. A fine of not more than \$200.00 for a second violation of the same provision of this chapter within one year;
3. A fine of not more than \$500.00 for each additional violation of the same provision of this chapter within one year.

B. Any person who violates any provision of this chapter shall be guilty of violating the Covina Municipal Code and may be issued an administrative citation and be subject to the applicable punishments pursuant to Chapter [1.26](#) CMC in addition to any other available penalty provisions or enforcement mechanisms.

C. Other Remedies. Nothing in this chapter shall limit or preclude the enforcement of any other applicable laws or remedies available for violations of this chapter, including, but not limited to, the enforcement provisions of CMC Title [1](#) or Chapter [8.40](#) CMC.

D. A repetition or continuation of any violation of any provision of this chapter, or of any order or direction of the director on successive days, constitutes a separate offense for each day during any portion of which such violation is committed, continued or permitted. (Ord. 19-08 § 3, 2019; Ord. 92-1745 § 1, 1992.)



Breathe Clean Covina Smoke-Free Outdoor Air Decision Maker Kit

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**CALLING ALL COVINA
RESIDENTS!**

Breathe Clean Covina

HOW YOU CAN MAKE A DIFFERENCE:

Join Our Coalition

Learn More About Secondhand Smoke in
Outdoor Areas

Educate Community Members

Sign a Petition

Write a Letter of Support

FOR MORE INFORMATION ON THE COALITION OR TO BECOME A
MEMBER, PLEASE CONTACT:

Belinda Campos Bresnahan, MPH

Community Engagement Coordinator

✉ belinda@thewellnesscenterla.org

Los Angeles County (1/4)

	Agoura Hills	Alhambra	Arcadia	Artesia	Avalon	Azusa	Baldwin Park	Bell	Bellflower	Bell Gardens	Beverly Hills	Bradbury	Burbank	Calabasas	Carson	Cerritos	Claremont	Commerce	Compton	Corona	Cudahy	Culver City
Overall Tobacco Control Grade	D	A	C	C	D	D	A	D	F	C	A	F	B	B	B	C	D	F	A	F	A	B
Total Points	3	12	5	5	2	2	11	4	0	6	14	0	10	10	10	5	2	1	14	1	13	10
Smokefree Outdoor Air	B	A	B	D	C	D	B	A	F	C	A	F	B	A	A	D	C	D	A	D	A	D
Dining	2	4	4	4	0	0	4	4	0	0	4	0	2	4	4	0	4	0	4	0	4	2
Entryways	4	4	4	0	4	0	4	4	0	2	2	0	4	4	4	0	0	0	4	0	4	0
Public Events	0	0	4	0	0	0	0	3	0	2	3	0	3	4	4	0	0	0	4	0	4	0
Recreation Areas	4	4	4	0	2	2	4	3	0	4	4	0	3	4	4	4	4	3	4	4	4	4
Service Areas	4	4	0	0	4	0	4	4	0	0	4	0	4	4	4	0	0	0	4	0	4	0
Sidewalks	1	1	0	0	0	1	0	1	0	0	1	0	1	1	0	0	0	0	1	0	1	0
Worksites	0	1	0	0	0	0	0	0	0	0	1	0	0	1	1	0	0	0	0	0	0	0
Total Points	15	18	16	4	10	3	16	19	0	8	19	0	17	22	21	4	8	3	21	4	21	6
Smokefree Housing	F	C	C	F	F	F	B	F	F	A	A	F	C	C	D	F	F	F	A	F	A	A
Nonsmoking Apartments	0	0	0	0	0	0	2	0	0	4	4	0	0	2	0	0	0	4	0	4	4	4
Nonsmoking Condominiums	0	0	0	0	0	0	2	0	0	4	4	0	0	0	0	0	0	4	0	4	4	4
Nonsmoking Common Areas	0	4	4	0	0	0	4	0	0	4	4	0	4	4	2	0	0	0	4	0	4	4
Total Points	0	4	4	0	0	0	8	0	0	12	12	0	4	6	2	0	0	0	12	0	12	12
Reducing Sales of Tobacco Products	F	A	F	A	F	D	A	F	F	F	A	F	A	A	A	A	F	F	A	F	A	A
Tobacco Retailer Licensing	0	4	0	4	0	1	4	0	0	0	4	0	4	4	4	4	0	0	4	0	4	4
Total Points	0	4	0	4	0	0	4	0	0	0	4	0	4	4	4	4	0	0	4	0	4	4
Restrictions on Flavored Tobacco Products	N/A	Y	N/A	N/A	N/A	N/A	Y	N/A	N/A	N/A	Y	N/A	Y	N/A	Y	N/A	N/A	N/A	Y	N/A	Y	Y
Flavored Tobacco Products	0	1	0	0	0	0	1	0	0	0	1	0	1	0	1	0	0	0	1	0	1	1
Total Points	0	1	0	0	0	0	1	0	0	0	1	0	1	0	1	0	0	0	1	0	1	1
Emerging Issues Bonus Points																						
Emerging Products Definition - Secondhand Smoke	1	1	1	1	1	1	1	1	0	1	1	0	0	1	1	1	1	0	1	0	0	0
Emerging Products Definition - Licensing	0	1	0	1	0	0	1	0	0	0	1	0	1	1	1	1	0	0	1	0	0	1
Emerging Products Definition - Cannabis	0	1	1	0	0	0	0	0	0	1	0	0	0	0	1	0	0	0	1	1	0	0
Retailer Location Restrictions	0	0	0	0	0	1	0	0	0	0	1	0	0	1	0	0	0	0	1	1	0	0
Sale of Tobacco Products in Pharmacies	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1	0
Minimum Price of Cigarettes	0	0	0	0	0	0	0	0	0	0	n/a	0	0	0	0	0	0	0	0	0	0	0
Minimum Pack Size of Cigars	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	1	0
Total Points	1	4	2	2	1	2	2	1	0	2	4	0	1	3	3	2	1	0	5	2	2	1

EVERYONE DESERVES TO BREATHE CLEAN AIR

There is **no safe level of exposure to secondhand smoke**. Brief exposure can cause harmful health effects.¹

- **Secondhand smoke or secondhand aerosols** come from burning or heating tobacco products, like cigarettes, cigars, hookahs, pipes, or electronic cigarettes (e-cigs).²
- **Non-tobacco users are exposed to the same cancer-causing substances and poisons** inhaled by smokers and vape users.^{2,3}
- **Children and infants are most vulnerable to the negative effects of secondhand smoke**, which can cause sudden infant death syndrome (SIDS), respiratory infections, ear infections, and asthma attacks.^{1,3}



1 in 4

adult cancer deaths in California are caused by cigarette smoking.⁴

41,000

Estimated number of deaths each year of non-smokers exposed to secondhand smoke.²

Up to 30%

increased risk of coronary heart disease, stroke, or lung disease from secondhand smoke exposure.^{2,5}



Harmful Chemicals and Substances Found in Secondhand Smoke and Aerosols

E-cigarettes aerosols contain⁶...

- Nicotine
- Heavy metals (e.g., Nickel, Tin, and Lead)
- Cancer-causing chemicals and flavorings
- Volatile Organic Compounds (VOCs) (e.g., formaldehyde)
- Ultrafine particles



Over 7,000

dangerous chemicals are found in cigarette smoke.^{1,2}

70

chemicals are known to cause cancer.^{1,2}

OUTDOOR SMOKEFREE POLICIES PROTECT EVERYONE

84%

of California residents
prefer to dine in a
smokefree restaurant
with outdoor seating.⁷

39

Number of cities and
jurisdictions in LA County
with a **smokefree outdoor
dining ordinance**.

24

Number of cities and
jurisdictions in LA County
with a **comprehensive
smokefree outdoor
ordinance***.

Local ordinances or smokefree policies **protect and provide everyone the right to breathe clean air.** These policies can also:



Reduce exposure to secondhand smoke in outdoor public areas and improve air quality.



Prevent the initiation of tobacco use among youth and young adults, and help people to stop smoking.



Result in higher levels of compliance when people are aware that smokefree policies exist.

*Comprehensive smokefree outdoor ordinance includes at least five major outdoor areas: outdoor dining areas, entryways, public events, service areas, sidewalks, worksites, golf courses, or parks.

References

1. US Department of Health and Human Services. A Report of the Surgeon General: How Tobacco Smoke Causes Disease: What It Means to You. Atlanta, GA: US Department of Health and Human Services, Centers for Disease Control and Prevention, National Center for Chronic Disease Prevention and Health Promotion, Office on Smoking and Health; 2010.
2. US Department of Health and Human Services. The Health Consequences of Smoking—50 Years of Progress: A Report of the Surgeon General. Atlanta, GA: US Department of Health and Human Services, Centers for Disease Control and Prevention, National Center for Chronic Disease Prevention and Health Promotion, Office on Smoking and Health; 2014.
3. US Department of Health and Human Services. The Health Consequences of Involuntary Exposure to Tobacco Smoke: A Report of the Surgeon General. Atlanta, GA: US Department of Health and Human Services, Centers for Disease Control and Prevention, National Center for Chronic Disease Prevention and Health Promotion, Office on Smoking and Health; 2006.
4. Lortet-Tieulent J, Sauer AG, Siegel RL, et al. State-level cancer mortality attributable to cigarette smoking in the United States. JAMA Intern Med. 2016;176(12):1792–1798. doi:10.1001/jamainternmed.2016.6530.
5. DiGiacomo SJ, Jazayeri MA, Barua RS, Ambrose JA. Environmental Tobacco Smoke and Cardiovascular Disease. Int J Environ Res Public Health. 2018;16(1):96. doi:10.3390/ijerph16010096.
6. US Department of Health and Human Services. E-cigarette use among youth and young adults: a report of the Surgeon General. Atlanta, GA: US Department of Health and Human Services, CDC; 2016.
7. California Department of Public Health. Adult Tobacco Survey, 2018.

Quit Smoking/Vaping Free Services

English	(800) 300-8086
Spanish - Español	(800) 600-8191
Chinese - 中國人	(800) 838-8917
Korean - 한국인	(800) 556-5564
Vietnamese - Tiếng Việt	(800) 778-8440

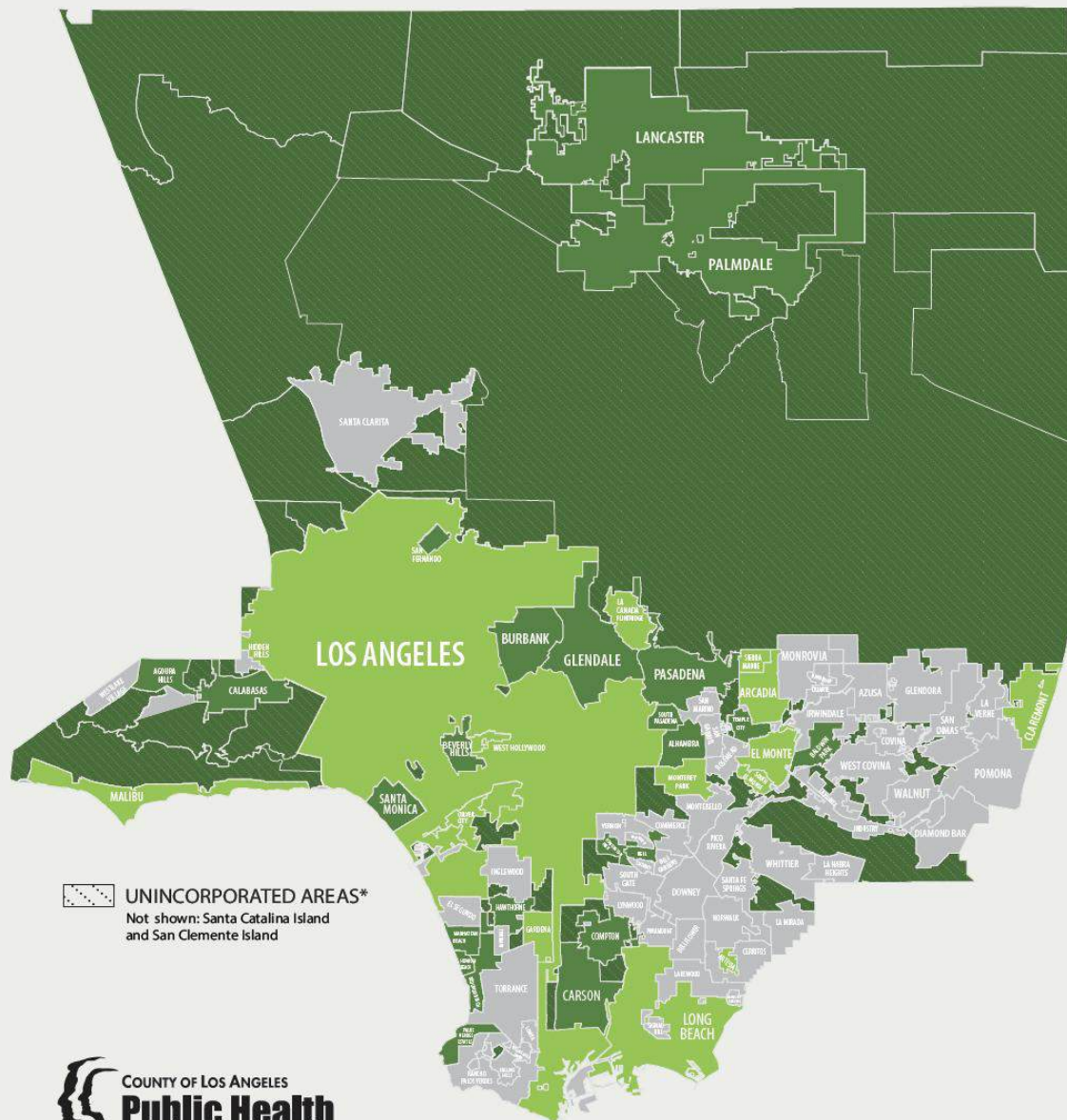
To quit vaping, text “Quit Vaping” to 66819



**LA.
QUITS**
LAQuits.com

KICK/T
California
kickitca.org

SMOKEFREE OUTDOOR AREA ORDINANCES



Jurisdictions with Comprehensive Smokefree Outdoor Ordinances^a

Agoura Hills
Alhambra
Baldwin Park
Bell
Beverly Hills
Burbank
Calabasas
Carson
Compton
Glendale
Hawthorne
Hermosa Beach
Huntington Park

Lancaster
Manhattan Beach
Palmdale
Palos Verdes Estates
Pasadena
Redondo Beach
San Fernando
Santa Monica
South Pasadena
Temple City

Unincorporated
Los Angeles County*

*Smoking prohibition provisions in at least five major outdoor areas: outdoor dining areas, entryways, public events, service areas, sidewalks, worksites, golf courses, or parks.

Jurisdictions with at least a Smokefree Outdoor Dining Provision

Arcadia
Artesia
Claremont
Culver City
El Monte
Gardena
La Cañada-Flintridge
Long Beach
Los Angeles
Malibu
Monterey Park

Sierra Madre
South El Monte
West Hollywood

COVINA

ATTITUDES TOWARDS OUTDOOR SMOKING AND VAPING IN THE COMMUNITY

A survey conducted in Covina reveals that residents view outdoor smoking and vaping in their community as a threat to their health and would be willing to support local policies that reduce exposure to secondhand smoke and vape aerosols in outdoor areas.

According to Covina residents...

62%

reported being **exposed to secondhand smoke or aerosols** in outdoor areas in the past year.



Exposure by type of secondhand smoke/aerosols:

Tobacco smoke

96%

Marijuana/Cannabis smoke

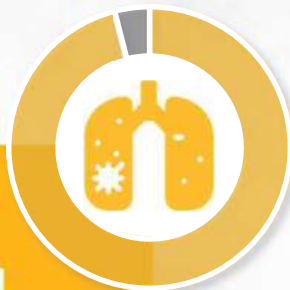
77%

Electronic cigarette vape aerosols

60%

96%

consider secondhand smoke exposure in outdoor areas **harmful to their health**.



96%

believe secondhand smoke can **interfere with their enjoyment of life**.



SUPPORT FOR SMOKEFREE OUTDOOR AREA POLICIES

There is strong public support among **Covina residents** who want to prohibit smoking and vaping in the following areas:

83%



Outdoor dining areas
(such as outdoor seating at a restaurant or bar)

Outdoor shopping
malls or stores



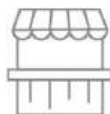
83%

79%



Outdoor service areas
(such as bus stops, ticket lines, taxi/ride-sharing stands, etc.)

Outdoor public events
(such as farmers markets, swap meets, fairs, concerts, etc.)



81%

85%



Around building entrances, doorways, or windows
(such as within 25 ft of buildings)

Public
sidewalks



75%

Source: 2022-24 Smokefree Outdoor Areas Resident Public Opinion Survey. Tobacco Control and Prevention Program, Los Angeles County Department of Public Health.

Survey Overview

The Smokefree Outdoor Areas Resident Public Opinion Survey followed a comprehensive protocol developed by the Los Angeles County Department of Public Health Tobacco Control and Prevention Program. This survey report represents results based on surveys collected in Covina, California by trained staff from The Wellness Center. The survey assessed respondents' knowledge, attitudes, and perceptions regarding the impact of tobacco in their community.

Participants were surveyed at public places that included, but were not limited to: community events, libraries, grocery stores, pharmacies, farmer's markets, and other public locations.

Survey responses were collected from 476 adult residents from Covina, representing persons of varied sex, age groups, racial/ethnic groups, and tobacco use status between November 1, 2022 through February 29, 2024. The survey is based on a convenience sample of Covina residents and may not reflect the views of all residents.

**For more information,
please contact:**

Belinda Campos Bresnahan, MPH
LAC + USC Medical Center Foundation
The Wellness Center

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Comprehensive Smokefree Places Ordinance Checklist

Your community has a range of policy choices to consider when designing a local ordinance regulating smoking and tobacco use in indoor and outdoor areas. The options below are based on ChangeLab Solutions' [Comprehensive Smokefree \[and Tobacco Free\] Places Ordinance](#). Policy provisions that ChangeLab Solutions considers essential already include a check mark. [Contact us](#) for help drafting an ordinance based on your community's choices.

POLICY OPTIONS

What is Regulated

- ☒ Smoking (including the use of tobacco products that produce smoke and the use of electronic smoking devices)
- ☒ Cannabis, medicinal and/or adult-use
- ☐ Use of other tobacco products that do not produce smoke or vapor (eg, chewing tobacco, snus)

Where Smoking or Tobacco Use Is Prohibited

Indoor:

- ☒ Places of Employment
 - ☐ Except in up to 10% of hotel/motel guest rooms
 - ☐ Except in retail tobacco shops that meet certain criteria
 - ☐ Except in theatrical productions
- ☒ Multi-Unit Residence Common Areas
- ☒ Public Places

Outdoor:

- ☒ Recreational Areas
- ☒ Service Areas
- ☒ Dining Areas
- ☒ Places of Employment
- ☒ Multiunit Residence Common Areas
 - ☒ Except for designated "smoking area" that meets certain criteria
- ☐ Other Public Places
 - ☐ Only Public Places when being used for a public event
 - ☐ Excluding streets and sidewalks being used in their traditional capacity
- ☒ Within a Reasonable Distance of [eg, 25 feet] from any vent into an Enclosed Area where smoking is prohibited
- ☐ Within a Reasonable Distance of [eg, 25 feet] from any Unenclosed Area where smoking is prohibited

Additional Provisions

- ☒ Require that No Smoking signs be posted
- ☐ Prohibit ash cans and ashtrays from being placed within an area where smoking is not permitted
- ☐ Require property owners and managers to prevent patrons and guests from illegally using tobacco

Enforcement Provisions

- ☒ Designate that the ordinance will be enforced by _____ but also enforceable by peace officer or code enforcement officer
- ☒ Declare violations based on *illegal smoking [or tobacco use]* to be infractions with a fixed fine amount of \$_____ (cannot be more than \$100 for a first violation)
- ☐ Allow the city or county to file a civil action for any violation:
 - ☐ Seeking monetary fine (civil fine can be up to \$1,000)
 - ☐ Seeking injunctive relief or nuisance abatement
- ☐ Declare that violation of the ordinance constitutes a nuisance
- ☐ Allow private citizens to get an injunction against individuals or businesses for repeat violations of the ordinance



TOBACCO-FREE OUTDOOR AREAS

Model Ordinance



This model ordinance was prepared for municipalities and counties in New York State interested in creating tobacco-free and vape-free outdoor areas in their jurisdictions.

Over the last decade, many communities in New York State have passed commercial tobacco-free laws or regulations that cover outdoor areas such as parks, recreational facilities, beaches, outdoor workplaces, restaurant and bar patios, transit waiting areas, and public events such as county fairs and farmers' markets.¹ As of January 2023, more than 500 municipalities in New York State have made outdoor recreation areas tobacco-free.²

- ¹ The Public Health Law Center recognizes that traditional and commercial tobacco are different in the ways they are planted, grown, harvested, and used. Traditional tobacco is and has been used in sacred ways by Indigenous communities and tribes for centuries. In comparison, commercial tobacco is manufactured with chemical additives for recreational use and profit, resulting in disease and death. For more information, visit <http://www.keepitsacred.itcmi.org>. When the word "tobacco" is used throughout this document, a commercial context is implied and intended.
- ² *Benefits of Tobacco-Free Spaces*, TOBACCO FREE NYS, <https://tobaccofreenys.org/the-issue/tobacco-use-where-we-play> (last visited Jan. 21, 2023).



This model ordinance is based on an independent and objective analysis of the relevant law, evidence, and available data, as well as work done for the New York State Department of Health. The model offers cities and counties several options to tailor the ordinance to meet local needs. Readers should consider all the evidence and decide for themselves which approach is appropriate for their tobacco-free and vape-free outdoor area needs.

Policy Benefits

Public Health Impact. Tobacco use is the number one cause of preventable death in New York State.³ Secondhand smoke has repeatedly been identified as a health hazard, and the U.S. Surgeon General has concluded that there is no risk-free level of exposure to secondhand smoke.⁴ In New York State, over 1,400 deaths per year are attributable to secondhand smoke exposure.⁵

The New York State Department of Health recognizes the toxicity of secondhand smoke.⁶ Research has shown that when smokers were present, concentrations of secondhand smoke levels in outdoor areas could be similar to those in indoor areas that allowed smoking.⁷ Many studies have also found that secondhand smoke exposure outdoors can become hazardous, depending on the direction and amount of wind, number and proximity of smokers, and enclosures such as walls or roofs.⁸

Jurisdictions pursuing a tobacco-free and vape-free policy may wish to consider adding smokeless tobacco and nicotine products to it. Smokeless tobacco is not a safe alternative to smoking and causes its own share of death and disease. This includes nicotine addiction, many types of cancers, and increased risk for heart disease and stroke.⁹ Including smokeless tobacco and nicotine products in an outdoor areas ordinance provides a comprehensive approach to

3 U.S. DEP'T OF HEALTH & HUM. SERVS., THE HEALTH CONSEQUENCES OF SMOKING: 50 YEARS OF PROGRESS, A REPORT OF THE SURGEON GENERAL (2014), https://www.ncbi.nlm.nih.gov/books/NBK179276/pdf/Bookshelf_NBK179276.pdf.

4 U.S. DEP'T OF HEALTH & HUM. SERVS., THE HEALTH CONSEQUENCES OF INVOLUNTARY EXPOSURE TO TOBACCO SMOKE, A REPORT OF THE SURGEON GENERAL (2006), <https://www.ncbi.nlm.nih.gov/books/NBK44324>.

5 *Cigarette Smoking and Secondhand Smoke*, N.Y. STATE DEP'T HEALTH (Nov. 2022), https://www.health.ny.gov/prevention/tobacco_control.

6 *Id.*

7 CAL. AIR RES. BD., PROPOSED IDENTIFICATION OF ENVIRONMENTAL TOBACCO SMOKE AS A TOXIC AIR CONTAMINANT, PART A: EXPOSURE ASSESSMENT (APPENDIX III) (June 24, 2005), https://ww2.arb.ca.gov/sites/default/files/classic/toxics/id/summary/etspt_a.pdf.

8 See sources cited in attached Model Policy *infra* notes 12-14.

9 See, e.g., INT'L AGENCY FOR RSCH. ON CANCER (IARC), WORLD HEALTH ORG., SMOKELESS TOBACCO AND SOME TOBACCO-SPECIFIC N-NITROSAMINES, 89 IARC MONOGRAPHS ON THE EVALUATION OF CARCINOGENIC RISKS TO HUMANS (WHO, Int'l Agency for Rsch. on Cancer ed., 2007), <https://publications.iarc.fr/107>.



promoting New York State's tobacco- and nicotine-free social norm and removes the need to dispose of product containers and waste, such as pouches and spit.

By eliminating the sight and smell of tobacco, outdoor tobacco-free laws also help those who trying to quit tobacco use. As with all tobacco-free policies, these measures send a message to children and youth that tobacco use is not an acceptable behavior or a norm in the community.

E-cigarettes. As electronic smoking devices, such as e-cigarettes and other vapor products, have proliferated and youth usage has soared, many localities have expanded or amended their outdoor clean air measures to prohibit the use of any tobacco product, including e-cigarettes. Electronic smoking device aerosol is not harmless water vapor. Evidence continues to build that exposure to electronic smoking device aerosol, including secondhand exposure, has immediate impacts on the human respiratory and cardiovascular systems, and thus likely poses a risk to human health.¹⁰

Environmental Impact. Discarded cigarette butts are non-biodegradable and can take decades to break down. Cigarette filters are made of the plastic material cellulose acetate, which breaks down into microplastics, moving deep into the food chain and water supply.¹¹ Used cigarette butts are known to leach toxic amounts of nicotine, pesticides, polycyclic aromatic

¹⁰ See sources cited in attached Model Policy *infra* notes 19–23; see also *E-Cigarettes*, PUBLIC HEALTH LAW CENTER, <https://www.publichealthlawcenter.org/topics/commercial-tobacco-control/e-cigarettes> (website with many resources on options on regulating e-cigarettes).

¹¹ WORLD HEALTH ORG., TOBACCO AND ITS ENVIRONMENTAL IMPACT 26 (2017), <https://apps.who.int/iris/bitstream/handle/10665/255574/9789241512497-eng.pdf>.

hydrocarbons, arsenic, and heavy metals such as lead and cadmium, potentially for years after use.¹² Even unsmoked cigarette butts are toxic to animals, plants, and aquatic life.¹³ Discarded cigarettes are also a significant cause of outdoor fires, accounting for hundreds of millions of dollars in annual costs in environmental damage, personal property losses, firefighting expenses, and restorative efforts.¹⁴ For more information on tobacco product waste, see our publication [Tobacco Product Waste: A Public Health and Environmental Toolkit](#).

E-cigarettes also create many environmental problems. E-cigarette cartridges typically contain hazardous substances such as nicotine, as well as other potentially harmful constituents, such as formaldehyde, acetaldehyde, benzene, and toluene.¹⁵ Discarded devices may leach lead, cobalt, and other substances into the environment in toxic amounts. Toxic chemicals from commercial tobacco product waste can accumulate in animals, soil, and aquatic ecosystems. Also, lithium-ion batteries, which are found in rechargeable e-cigarettes, have been known to explode and catch fire, posing a risk to public safety.

Cannabis Considerations

Secondhand cannabis smoke is a health hazard. Exposure to secondhand cannabis smoke leads to cannabinoid metabolites in bodily fluids and has caused individuals to report psychoactive effects.¹⁶

With the legalization of recreational cannabis for adult use in New York State, there are a few things to keep in mind for outdoor smoke-free ordinances. State law prohibits cannabis smoking and vaping almost everywhere the smoking of tobacco products is prohibited. For example, state law prohibits smoking in several outdoor areas, including playgrounds¹⁷ and parks,¹⁸ and the definition of “smoking” specifically includes the burning of any substance

12 Hiroshi Moriwaki et al., Waste on the Roadside, ‘Poi-Sute’ Waste: Its Distribution and Elution Potential of Pollutants into Environment, 29 WASTE MGMT. 3 (2009), <https://www.sciencedirect.com/science/article/abs/pii/S0956053X08002882?via%3Dihub>.

13 Dannielle S. Green et al., *Cigarette Butts Have Adverse Effects on Initial Growth of Perennial Ryegrass and White Clover*, 182 ECOTOXICOLOGY & ENV’T SAFETY 109418 (2019), <https://www.sciencedirect.com/science/article/abs/pii/S0147651319307481?via%3Dihub>.

14 See, e.g., *Wildfire Causes and Evaluations*, NAT’L PARK SERV. (Mar. 8, 2022), <https://www.nps.gov/articles/wildfire-causes-and-evaluation.htm>.

15 See sources cited in attached Model Policy *infra* notes 24–26.

16 Maciej Lukasz Goniewicz et al., *Levels of Selected Carcinogens and Toxicants in Vapor from Electronic Cigarettes*, 23 TOBACCO CONTROL 133 (2014), <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC4154473>.

17 N.Y. PUB. HEALTH LAW § 1399-O-1 (2017).

18 N.Y. PUB. HEALTH LAW § 1399-O-2 (2022).

that contains cannabis or cannabinoid hemp.¹⁹ These laws do contain some exemptions (e.g., for sidewalks adjacent to parks),²⁰ and local units of government retain the authority to adopt regulations that go beyond state law in regulating smoking.²¹ Some protections are also afforded to the certified medical use of cannabis.”²²

Legal Considerations

Although outdoor tobacco-free policies have proliferated in recent years, only a few have been legally challenged. In most cases, courts have upheld local laws prohibiting smoking in outdoor areas on the grounds that such laws: (1) are within the authority of local governments to protect public health, safety, and welfare; and (2) are not preempted by statewide smoke-free laws.²³

New York State law prohibits smoking in outdoor areas, such as playgrounds²⁴ and parks,²⁵ and prohibits tobacco use on school grounds.²⁶ Smoking is also prohibited on outdoor railroad platforms and on hospital grounds.²⁷ State law expressly authorizes local communities to enact additional restrictions, such as smoking restrictions at outdoor events and various recreational areas.²⁸

Customizing the Ordinance

Context boxes are included throughout the ordinance to explain some key provisions. These boxes are not meant to be included in any final ordinance. A municipality or county wishing to enact all or part of this ordinance should keep this in mind and remove the context boxes.

In some instances, blanks (such as [_____]) prompt you to customize the language to fit your community’s needs. In other instances, the ordinance offers you a choice of options

¹⁹ N.Y. PUB. HEALTH LAW § 1399-N(8) (2021).

²⁰ N.Y. PUB. HEALTH LAW § 1399-O-2(3) (2022).

²¹ N.Y. PUB. HEALTH LAW § 1399-R(3) (2017).

²² See, e.g., N.Y. CANNABIS LAW § 127(2) (2021) (stating that smoke-free policies in rental properties cannot “be construed to limit the certified medical use of cannabis” on the premises).

²³ See, e.g., *Gallagher v. Clayton*, 699 F.3d 1013, 1016 (8th Cir. 2012) (upholding the City of Clayton’s ordinance prohibiting smoking on any city-owned or -leased property, including buildings, grounds, parks and playgrounds, which a city resident had challenged on constitutional grounds, asserting that “the health threat of secondhand smoke from outdoor tobacco use is de minim[i]s,” and that the city lacked a sufficient rationale for prohibiting it).

²⁴ N.Y. PUB. HEALTH LAW § 1399-O-1 (2017).

²⁵ N.Y. PUB. HEALTH LAW § 1399-O-2 (2022).

²⁶ N.Y. EDUC. LAW § 409(2) (2014).

²⁷ N.Y. PUB. HEALTH LAW § 1399-O(2) (2022).

²⁸ N.Y. PUB. HEALTH LAW § 1399-R(3) (2017).

(such as [choice one/choice two]). Some options are followed by a note that describes the legal provisions in more detail. A degree of customization is always necessary to make sure the ordinance is consistent with a community's existing laws. Such customization also ensures that communities are using this model ordinance to address local needs and promote health equity.

Tips for Using This Model Ordinance

The best possible world is one without the death and health harms associated with commercial tobacco use. Communities differ on their readiness and willingness to adopt certain commercial tobacco control policies intended to help make that world a reality. For that reason, this model ordinance represents a balance among state and federal minimum standards, best public health policy practices, and practical implementation for local governments in New York State. This model ordinance contains several policy components that communities may or may not choose to adopt at this time that may go beyond minimum state and federal requirements.

While the Public Health Law Center does not lobby, advocate, or directly represent communities, we can provide legal technical assistance through our publications and referrals to experts in the field. Education, stakeholder and community engagement, and a strong advocacy plan are key steps in adopting effective commercial tobacco control policies. If a community is unaware of available resources for engaging the community and for developing an advocacy plan or if a local government is considering adopting an ordinance and is interested in learning about the range of resources available, please contact the Public Health Law Center.

If you have any questions about this ordinance, you can reach us at publichealthlawcenter@mitchellhamline.edu.

This publication was prepared by the Public Health Law Center, a nonprofit organization that provides information and legal technical assistance on issues related to public health, and was made possible by a contract with the New York State Department of Health. The Center does not provide legal representation or advice. The information in this document should not be considered legal advice.

AN ORDINANCE OF THE [municipality/county]
OF [insert jurisdiction name] AMENDING THE [_____]
MUNICIPAL CODE TO REGULATE SMOKING [and tobacco use]

The [municipal council/county board of supervisors] of [insert jurisdiction name] does ordain as follows:

SECTION I. [See Appendix A: Findings]

Note

Findings are brief statements of fact or statistics that outline the issue being addressed, support the need for the policy, and help clarify the policy goal. A findings section is important because it provides the evidentiary basis for the proposed commercial tobacco control policies. The findings section is part of the ordinance and legislative record, but it usually does not become codified in the municipal code. In addition to serving an educational purpose and building support for the ordinance, the findings can also serve a legal purpose. If the ordinance is challenged in court, the findings are an admissible record of the factual determinations made by the legislative body when considering the ordinance. Courts will generally defer to legislative determinations of factual issues, which often influence legal conclusions. A list of findings supporting this model ordinance appears in "Appendix A: Findings." Jurisdictions may select findings from that list to insert here, along with additional findings on local or regional conditions, outcomes, and issues that help make the case for the law.

SECTION II. [Article/Chapter] of the [municipality/county] of [insert jurisdiction name] Municipal/County Code is hereby amended to read as follows:

Sec. [_____] (*1) . DEFINITIONS. For the purposes of this [article/chapter] the following definitions shall govern unless the context clearly requires otherwise:

- (A) "Cannabis" has the meaning set forth in New York Cannabis Law Section 3, as that section may be amended from time to time.
- (B) "Cannabinoid Hemp" has the meaning set forth in New York Cannabis Law Section 3, as that section may be amended from time to time.

- (C) “Electronic smoking device” means any device that may be used to deliver any aerosolized or vaporized substance to the person inhaling from the device, including, but not limited to, an e-cigarette, e-cigar, e-pipe, vape pen, or e-hookah.
- (D) “Employee” means any person who is employed or retained as an independent contractor by any employer in consideration for direct or indirect monetary wages or profit, or any person who volunteers his or her services for an employer.
- (E) “Employer” means any person or nonprofit entity that retains the service of one or more employees.
- (F) “Enclosed area” means all space between a floor and a ceiling that is bounded by walls, doorways, or windows, whether open or closed, covering more than 50 percent of the combined surface area of the vertical planes constituting the perimeter of the area. A wall includes any retractable divider, garage door, or other physical barrier, whether temporary or permanent.

Note

It is against state law to smoke or vape (i.e., use electronic cigarettes) in indoor places of employment, bars, food service establishments, and other indoor areas (N.Y. PUB. HEALTH LAW § 1399-O). A place of employment is any indoor area under the control of an employer in which employees perform services (N.Y. PUB. HEALTH LAW § 1399-N(5)). Local governments may impose and enforce their own indoor smoking restrictions if they meet the minimum standards of the state law (N.Y. PUB. HEALTH LAW § 1399-R(3)). If a jurisdiction has a separate clean indoor air act, it should ensure this ordinance aligns with any definition of enclosed areas so that all enclosed and unenclosed areas are covered.

- (G) “Multiunit Residence” means property containing two or more units, including, but not limited to, apartment buildings, common interest developments, senior and assisted living facilities, and long-term health care facilities.
- (H) “Outdoor Dining Area” means any publicly or privately owned outdoor area, including streets and sidewalks, that is available to or customarily used by the general public or an employee, and that is designed, established, or regularly used for consuming food or drink.

Note

Smoking in indoor food service establishments is already prohibited by state law (N.Y. Pub. HEALTH LAW § 1399-O(1)(c)).

- (I) “Person” means any natural person, business, corporation, partnership, cooperative association, personal representative, receiver, trustee, assignee, or any other legal entity.
- (J) “Place of employment” means an area under the control of an employer that an employee or the general public may enter in the normal course of operations, regardless of the hours of operation, including work areas and construction sites.
- (K) “Public event areas” means any publicly or privately owned place used for an event open to the general public, regardless of any fee or age requirement, including a farmers’ market, parade, fair, or festival.
- (L) “Public place” means any publicly or privately owned place that is open to the general public, regardless of any fee or age requirement, including sidewalks, streets, parking lots, plazas, shopping areas, stadiums, or sporting facilities.

Note

The definition of “public place” is very broad and intended to include all public areas that do not fall within other definitions in this model ordinance.

The definition includes sidewalks and streets. If a jurisdiction would prefer not to cover sidewalks and streets, it could substitute the following definition:

“Public place” means any publicly or privately owned place that is open to the general public, regardless of any fee or age requirement, including parking lots, plazas, shopping areas, stadiums, or sporting facilities. The term “public place” does not include streets or sidewalks used only as pedestrian or vehicular thoroughfares.

- (M) “Recreational area” means any publicly or privately owned area [, including streets and sidewalks located within the area,] that is open to the general public for recreational

purposes, regardless of any fee or age requirement. The term “recreational area” includes, but is not limited to, facilities, parks, playgrounds, athletic fields, restrooms, beaches, picnic areas, spectator and concession areas, golf courses, walking paths, gardens, hiking trails, bike paths, riding trails, roller and ice-skating rinks, skateboard parks, amusement parks, zoos, and aquatic areas.

Note

The bracketed text allows a jurisdiction to select whether to apply the restrictions to streets and sidewalks. If a jurisdiction includes an exemption for streets and sidewalks, it is worth considering what impact congregating tobacco use in those areas will have on users of the facility or neighbors to the facility.

Although this definition applies to all recreational areas, state law (N.Y. PUB. HEALTH LAW § 1399-O(1)(a)) already prohibits smoking inside places of employment, so Section [_____ (*3)(a)] limits the prohibition to outdoor recreational areas only.

- (N) “Service area” means any publicly or privately owned area, including streets and sidewalks, that is designed to be used or is regularly used by one or more persons to receive a service, wait to receive a service, or to make a transaction, whether or not such service or transaction includes the exchange of money. The term “service area” includes, but is not limited to, areas including or within 25 feet of information kiosks, automatic teller machines (ATMs), service lines, bus stops or shelters, or cab stands.

Note

Although this definition applies to all service areas, state law (N.Y. PUB. HEALTH LAW § 1399-O(1)(a)) already prohibits smoking inside places of employment, so Section [_____ (*3)(a)] limits the prohibition to outdoor service areas only.

- (O) “Service lines” means an outdoor line in which one or more persons are waiting for or receiving service of any kind, whether or not the service involves the exchange of money, including but not limited to ATM lines, concert lines, food vendor lines, mobile vendor lines, movie ticket lines, and sporting event lines.

(P) “Smoke” or “Smoking” means:

- (1) inhaling, exhaling, or burning, any tobacco, nicotine, cannabis, cannabinoid hemp, or plant product, whether natural or synthetic;
- (2) carrying any lighted, heated, or activated tobacco, nicotine, cannabis, cannabinoid hemp, or plant product, whether natural or synthetic, intended for inhalation; or
- (3) using an electronic smoking device or hookah.

(Q) “Tobacco product” means:

- (1) any product that is made from or derived from tobacco, or that contains nicotine, including synthetic nicotine, that is intended for human consumption or is likely to be consumed, whether inhaled, absorbed, or ingested by any other means, including but not limited to, a cigarette, a cigar, pipe tobacco, chewing tobacco, snuff, or snus;
- (2) any electronic smoking device and any substances that may be aerosolized or vaporized by such device, whether or not the substance contains nicotine; or
- (3) any component, part, or accessory of (1) or (2), whether or not any of these contains tobacco or nicotine, including but not limited to filters, rolling papers, blunt or hemp wraps, hookahs, mouthpieces, and pipes.

“Tobacco product” does not mean drugs, devices, or combination products authorized for sale and approved by the U.S. Food and Drug Administration for cessation purposes, as those terms are defined in the Federal Food, Drug, and Cosmetic Act.

(R) “Tobacco product waste” means any component, part, or remnant of any tobacco product. Tobacco product waste includes any waste that is produced from the use of a tobacco product, including all tobacco product packaging and incidental waste such as lighters or matches, whether or not it contains tobacco or nicotine. Waste generated from electronic smoking devices includes e-liquid containers, cartridges or “pods” that contain liquid nicotine, and devices that contain lithium ion batteries and other e-waste.

(S) “Tobacco use” means the act of smoking or the consumption of any other tobacco product in any form.

(T) “Unenclosed area” means any area that is not an enclosed area.

Sec. [_____] (*3)]. **PROHIBITION OF SMOKING [AND TOBACCO USE] IN UNENCLOSED AREAS.**

Note

This section prohibits smoking in a wide range of outdoor areas. If a community wants to prohibit the use of all tobacco products (including smokeless products like chewing tobacco and snus), then it should include the optional bracketed text referring to tobacco use.

(A) Smoking [and tobacco use] is prohibited in the unenclosed areas of the following places within the [municipality/county] of [insert jurisdiction name]:

- (1) Recreational areas;
- (2) Service areas;
- (3) Outdoor dining areas;
- (4) Places of employment;
- (5) Public event areas; or
- (6) Other public places.

(B) Nothing in this [article/chapter] prohibits any person or employer with control over any property from prohibiting smoking [and tobacco use] on any part of such property, even if smoking [or tobacco use] is not otherwise prohibited in that area.

[(C) It is not a violation of this [article/chapter] to use tobacco as part of an Indigenous practice or a lawfully recognized religious, spiritual, or cultural ceremony or practice.]

Note

Some smoke-free policies provide exceptions for traditional, ceremonial, and sacred uses of tobacco practiced by some tribal communities, while prohibiting the use of commercial tobacco. If you would like more information about this topic, please visit keepitsacred.org.

Sec. [_____ (*4)]. SMOKE-FREE BUFFER ZONES.

Smoking in all unenclosed areas shall be prohibited within 25 feet from any area in which smoking is prohibited under Sec. [_____ (*3)] of this [article/chapter] or by any other law. This prohibition shall not apply to unenclosed areas of private residential properties that are not multi-unit residences.

Note

If a jurisdiction prefers to cover private residential unenclosed areas that are within 25 feet of an enclosed area covered by the law, it could remove this last sentence.

Sec. [_____ (*5)]. TOBACCO WASTE.

No person or employer shall permit smoking ash receptacles within an area under their control and in which smoking [or tobacco use] is prohibited by law, including within twenty-five (25) feet of any area in which smoking [or tobacco use] is prohibited. The presence of smoking ash receptacles in violation of this subsection shall not be a defense to a charge of smoking [or tobacco use] in violation of any provision of this [article/chapter].

No person shall dispose of tobacco product waste within the boundaries of an area in which smoking [or tobacco use] is prohibited.

Sec. [_____ (*6)]. ENFORCEMENT.**Note**

Enforcement of tobacco-free and vape-free outdoor area policies is important because there is no risk-free amount of exposure to secondhand smoke and because even outdoors, secondhand smoke can reach hazardous levels. But enforcement should balance the goal of protecting the public from secondhand smoke exposure with the knowledge that punitive measures are unlikely to help those struggling with tobacco addiction to end their tobacco use. Research tells us the best approaches to help those confronting addiction are counseling and education. (See, e.g., [Tobacco-free Areas Enforcement Guide](#).)

(continued)

(continued)

Since most people will refrain from smoking if they know a tobacco-free policy is in place, the best way to improve enforcement is to educate the public and local businesses about the policy throughout the implementation process. Greater community compliance will be achieved if the policy is easy to understand, the boundaries and areas covered under the policy are clearly identified, and active steps are taken to communicate its impact to all affected groups.

We also know that criminal penalties are related to significant equity concerns. For instance, racial profiling and discriminatory racial patterns are well documented in the enforcement of many crimes, including lower-level offenses. Another consideration is that the criminal process may trigger a probation or parole violation, a summons that could create a criminal record or a warrant, or other significant ripple effects in an individual's interaction with the justice system. In turn, these criminal sanctions could jeopardize the individual's housing, benefits, education, and employment. For these reasons, the enforcement provisions in this model policy do not include criminal sanctions. We also recommend that enforcement prioritize interactions with people who are not law enforcement. For example, enforcement could start with other civil public employees such as recreation center staff, before law enforcement is contacted to enforce the policy.

We focus primary responsibility for enforcement on property owners by holding them accountable with appropriate civil penalties for any failure to enforce the rules required under this law.

While we do include monetary administrative penalties, we acknowledge that these too can carry risks of discriminatory enforcement and create financial hardship, and we recommend pursuing enforcement actions against property owners whenever possible. We do not include private lawsuit enforcement options in this model ordinance, due to the potential for abuse.

The following provisions are designed to offer several enforcement options to the jurisdiction and residents. While not all enforcement mechanisms may be pursued, allowing multiple enforcement mechanisms in the ordinance may increase the likelihood of compliance, enforcement, and, in turn, protection from secondhand smoke.

- (A) No person or employer shall permit smoking [or tobacco use] in an area that is under the control of that person or employer and in which smoking [or tobacco use] is prohibited by this article or any other law.

(B) A person or employer that has control of an area in which smoking [and tobacco use] is prohibited by this [article/chapter] shall post a clear, conspicuous, and unambiguous sign indicating at least one of the following:

- [“No Tobacco Use”;]
- “No Smoking” or the international “No Smoking” symbol; or
- “No Vaping” or a recognizable “No Vaping” symbol.

Signs must be posted at each entrance to the area, and in at least one other conspicuous point within the area. The signs shall have letters of no less than one inch in height. Signs posted on the exterior of buildings to comply with this section shall reference the 25-foot distance requirement set forth in Sec. [_____ (*4)]. The presence or absence of signs shall not be a defense to a charge of smoking [or tobacco use] in violation of any other provision of this [article/chapter].

Note

To encourage cessation, a jurisdiction may also want to consider adding a cessation hotline or other cessation information to signage. Potential language to promote this could be:

“At least one sign placed in each place where smoking is prohibited must include the following tobacco cessation hotline number: _____.”

To provide information about how to submit complaints, another option is to include the following language:

“At least one sign with the [municipality/county] phone number for complaints must be placed conspicuously in each place in which smoking is prohibited.”

In addition, jurisdictions may want to indicate on their signs that use of electronic smoking devices is also prohibited and include an illustration of an electronic smoking device.

(C) [Municipality/County] staff and volunteers will be notified about the requirements of this [article/chapter] through the employee manual.

(D) [Municipality/County] staff will communicate the requirements of this [article/chapter] to public event organizers. [Municipality/County] staff will also make periodic

observations of recreational areas and other [municipality/county] property covered by this [article/chapter] to monitor for compliance. Anyone found by [municipality/county] staff to be violating this [article/chapter] will be reminded of its requirements and asked to comply before being subject to ejection from the property.

- (E) A person or employer that has control of an area in which smoking [and tobacco use] is prohibited by this [article/chapter] shall direct anyone who is smoking [or using tobacco] in violation of this [article/chapter] to extinguish the product being smoked [or stop using the tobacco product]. If they do not stop smoking [or using the tobacco product], the person or employer shall refuse any service and shall immediately ask the person violating the policy to leave the property. If the ejection is from a public event, it shall be for the duration of the public event.
- (F) No person or employer shall intimidate, threaten any reprisal, or effect any reprisal for the purpose of retaliating against another person who seeks to attain compliance with this [article/chapter].

[(G) The [director of _____] or their designee shall conduct an ongoing educational program to explain and clarify the purposes and requirements of this [article/chapter], as well as to provide guidance to persons or employers about compliance. Lack of receiving or participating in such an education program shall not be a defense to a violation of this [article/chapter].]

Sec. [_____] (*7) . VIOLATIONS AND PENALTIES.

- (A) Each refusal to comply with a request from a [municipal/county] employee in violation of Secs. [_____] (*6)(d) or (e)] may be subject to a [fifty dollar (\$50)] administrative fine.

Note

A jurisdiction may also wish to include a non-monetary penalty here as an alternative to the administrative fine, such as required community service. The \$50 administrative fine in this subsection is consistent with the fine in state law for violating the smoking restriction in parks (N.Y. PUB. HEALTH LAW § 1399-V).

- (B) A person or employer that has control of an area in which smoking [and tobacco use] is prohibited by this [article/chapter] and that fails to comply with this [article/chapter] shall be guilty of an administrative fine punishable by:
- (1) A fine not exceeding one hundred dollars (\$100) for a first violation.
 - (2) A fine not exceeding one hundred and fifty dollars (\$150) for a second violation within one year.
 - (3) A fine not exceeding two hundred and fifty dollars (\$250) for each additional violation within one year.
- (C) Multiple violations of this [article/chapter] by a person or employer that has control of an area in which smoking [and tobacco use] is prohibited by this [article/chapter] may result in the suspension or revocation of any permit or license issued to the person for the property on which the violations occurred.
- (D) Any violation of this [article/chapter] is hereby declared to be a public nuisance.

Note

By expressly declaring that a violation of this ordinance is a public nuisance, this provision allows enforcement of the ordinance by the city or county through the administrative nuisance abatement procedures commonly found in municipal codes. It also facilitates restraining orders, or preliminary or permanent injunctions to stop the nuisance.

- (E) Any violation of this [article/chapter] may be remedied by a civil action brought by the [municipal attorney/county counsel], including, but not limited to, administrative or judicial nuisance abatement proceedings, civil code enforcement proceedings, and suits for injunctive relief.
- (F) Each instance of smoking [or tobacco use] in violation of this [article/chapter] shall constitute a separate violation. For violations other than for smoking, each day of a continuing violation of this [article/chapter] shall constitute a separate violation.
- (G) The remedies provided by this [article/chapter] are cumulative and in addition to any other remedies available at law or in equity.

SECTION III. Statutory Construction & Severability.

It is the intent of the [municipal council/board of supervisors/county legislature] of the [municipality/county] of [insert jurisdiction name] to supplement applicable state and federal law and not to duplicate or contradict such law and this ordinance shall be construed consistently with that intention. If any section, subsection, subdivision, paragraph, sentence, clause, or phrase of this ordinance, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases of this ordinance, or its application to any other person or circumstance. The [municipal council/board of supervisors] of the [municipality/county] of [insert jurisdiction name] declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause, or phrase independently, even if any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases were declared invalid or unenforceable.

Appendix A: Findings.

WHEREAS tobacco use causes death and disease and continues to be an urgent public health threat, as evidenced by the following:

- The World Health Organization (WHO) estimates that tobacco kills up to half of its users, amounting to more than 8 million deaths each year worldwide, including nearly half a million people who die prematurely from smoking in the United States alone;¹
- Tobacco use causes disease in nearly all organ systems and is responsible for an estimated 87% of lung cancer deaths, 32% of coronary heart disease deaths, and 79% of all chronic obstructive pulmonary disease deaths in the United States;²
- The estimated economic damage attributable to smoking and exposure to secondhand smoke in the United States is nearly \$300 billion annually;³
- Despite significant progress, tobacco use remains the leading cause of preventable death and disease in the United States;⁴ and
- [insert local tobacco toll data if available]

WHEREAS tobacco use is the number one cause of preventable death in New York State⁵ and continues to be an urgent public health issue, as evidenced by the following:

- An estimated 28,200 adults in New York State die from smoking annually;⁶

- Each year, smoking costs New York State an estimated \$12.07 billion in direct health care expenses, \$7.12 billion in Medicaid costs, and \$18.2 billion in productivity losses;⁷
- Research indicates that more than 26.5% of all adult cancer deaths in New York State are attributable to smoking;⁸ and
- [insert local tobacco toll data if available]

WHEREAS tobacco use among priority populations, especially those with lower socioeconomic status, in New York State contributes to health disparities and creates significant barriers to health equity, as evidenced by the following:

- Those without a college degree (13.7-19.0%), making less than \$25,000 a year (20%), suffering from disabilities (17.4%) and/or mental health issues (19.7%), the unemployed (20.2%), and those without private insurance (either on Medicaid, 22.9%, or no insurance, 14.2%) all report a higher smoking prevalence than the statewide average among all adults (12.0%);⁹
- [insert local tobacco toll data if available]

WHEREAS secondhand smoke has been repeatedly identified as a health hazard, as evidenced by the following:

- In 2006, the U.S. surgeon general concluded that there is no risk-free level of exposure to secondhand smoke;¹⁰
- The New York State Department of Health recognizes the toxicity of secondhand smoke;¹¹

WHEREAS exposure to secondhand smoke anywhere has negative health impacts, and exposure to secondhand smoke can occur at significant levels outdoors, as evidenced by the following:

- Levels of secondhand smoke exposure outdoors can reach levels recognized as hazardous, depending on direction and amount of wind, number and proximity of smokers, and enclosures like walls or roofs;¹²
- Smoking cigarettes near building entryways can increase air pollution levels by more than two times background levels, with maximum levels reaching the “hazardous” range on the United States EPA’s Air Quality Index;¹³ and
- To be completely free from exposure to secondhand smoke in outdoor places, a person may have to move 20 to 29 feet away from the source of the smoke, about the width of a two-lane road;¹⁴

WHEREAS exposure to secondhand smoke causes death and disease, as evidenced by the following:

- Since 1964, approximately 2.5 million nonsmokers have died from health problems caused by exposure to secondhand smoke;¹⁵
- Secondhand smoke was responsible for an estimated 34,000 heart disease-related and 7,300 lung cancer-related deaths among adult nonsmokers each year during 2005–2009 in the United States;¹⁶
- Research indicates that exposure to secondhand smoke increases the risk of coronary heart disease by 25% to 30% and increases the risk of stroke by 20% to 30%;¹⁷ and
- Secondhand smoke kills more than 400 infants every year;¹⁸

WHEREAS electronic smoking device aerosol may be considered a health hazard, as evidenced by the following:

- Research has found electronic smoking device aerosol contains at least 12 chemicals known to cause cancer, birth defects, or other reproductive harm,¹⁹ such as formaldehyde, acetaldehyde, lead, nickel, chromium, arsenic, and toluene;²⁰
- Electronic smoking device aerosol is not harmless water vapor as it contains varying concentrations of particles and chemicals with some studies finding particle sizes and nicotine concentrations similar to, or even exceeding, conventional cigarette smoke;²¹
- Evidence continues to build that exposure to electronic smoking device aerosol, including secondhand exposure, has immediate impacts on the human respiratory and cardiovascular systems, and poses a risk to human health;²²
- Given the increasing prevalence of electronic smoking device use, especially among youth and young adults, widespread nicotine exposure resulting in addiction and other harmful consequences serious concerns;²³

WHEREAS secondhand cannabis smoke has been identified as a health hazard, as evidenced by the following:

- Cannabis smoke contains many of the same toxins as tobacco smoke, including at least 33 known carcinogens;²⁴
- In one study, exposure to cannabis smoke in an unventilated setting resulted in detectable levels of cannabinoids in non-smoker participants' blood and urine, and participants experienced minor increases in heart rate and impaired cognitive performance;²⁵ and

- A recent systematic review of the literature concluded that secondhand exposure to cannabis smoke leads to cannabinoid metabolites in bodily fluids and individuals experiencing self-reported psychoactive effects;²⁶

WHEREAS laws restricting the use of tobacco products have recognizable benefits to public health and can reduce medical costs; these outcomes, consistently demonstrated in peer-reviewed research, include the following:

- Reduced prevalence of tobacco use;²⁷
- Reduced secondhand smoke exposure, as measured by self-report and laboratory analysis of biomarkers or indoor air;²⁸
- Increased cessation of tobacco use;²⁹
- Reduced initiation of tobacco use among young people;³⁰
- Fewer hospitalizations from tobacco-related diseases, such as asthma and cardiovascular disease;³¹ and
- An estimated annual savings rate in the U.S. of \$148,000 to \$409,000 (2011 U.S. dollars) per 100,000 people in averted secondhand smoke-related healthcare costs;³²

Note

Include the following findings about smokeless tobacco if your community will be incorporating the optional language to create completely tobacco-free spaces.

[WHEREAS smokeless tobacco is not a safe alternative to smoking and causes its own share of death and disease, as evidenced by the following:

- Smokeless tobacco use can lead to nicotine addiction;³³
- Smokeless tobacco use causes oral, esophageal, and pancreatic cancers;³⁴
- Smokeless tobacco use is associated with increased risk for heart disease and stroke,³⁵ and stillbirth and preterm delivery;³⁶ and
- [insert local smokeless tobacco use disparities data if available]]

WHEREAS tobacco waste is a major, consequential, and persistent source of litter, as evidenced by the following:

- The roughly 6.3 trillion cigarettes smoked globally each year result in 300 billion packs that produce almost 2 million tons of waste paper, cellophane, foil, and glue as well as trillions of butts littered across roadways, sidewalks, parks, and other green spaces;³⁷
- Both tobacco industry and peer-reviewed research found that most smokers admit littering their cigarette butts,³⁸ for example, one study found 74.1% of smokers admitted littering cigarette butts at least once in their life and 55.7% admitted to littering them in the past month;³⁹
- In an observational study of nearly 10,000 individuals, 65% of smokers disposed of their cigarette butts as litter;⁴⁰
- Cigarette butts are perennially the most common form of litter collected during cleanup programs worldwide,⁴¹ for example, in 2018, cigarette butts made up nearly 16% of all litter collected through cleanup programs in the U.S. (809,538 out of 5,106,515 items);⁴²
- Cigarette butts are often cast onto sidewalks and streets, and frequently end up in storm drains that flow into streams, rivers, bays, lagoons, and ultimately the ocean;⁴³
- Non-cigarette forms of tobacco waste, such as plastic cigar tips and little cigar wrappers, also significantly contribute to litter;⁴⁴
- Waste from electronic smoking devices has become a recognized and growing form of litter.⁴⁵ For example, a recent study among twelve high schools in the San Francisco Bay Area found that electronic cigarette waste made up nearly 20% (172 of 893 items) of all tobacco or cannabis product waste found on school property with the largest amount (152 items) and highest percentage (39.4%) of electronic cigarette waste observed at upper income schools;⁴⁶ and
- As of August 2019, the U.S. Environmental Protection Agency recognizes nicotine-containing electronic smoking devices as acute hazardous waste when disposed;⁴⁷

WHEREAS laws restricting smoking and tobacco use outdoors reduce the prevalence of smoking and the presence of commercial tobacco litter, as evidenced by the following:

- After parks and beaches in New York City became smoke-free, fewer smokers were noticed, a trend that did not occur in the rest of the state;⁴⁸

WHEREAS cigarette butts, smokeless tobacco, and electronic smoking devices pose a health threat of poisoning to young children, as evidenced by the following:

- In 2018, American poison control centers logged nearly 13,000 cases involving exposure to cigarettes, cigarette butts, electronic smoking devices, or other tobacco products, and of these, more than 10,000 (79.0%) occurred in children aged 5 years and younger;⁴⁹
- Among the 10,266 cases of nicotine and tobacco product exposure recorded in 2018 among children 5 years of age and younger by American poison control centers, 50.3% involved cigarettes, 18.4% involved electronic smoking devices, and 8.0% involved other tobacco products;⁵⁰
- The annual number of electronic cigarette exposure cases among children less than 5 years of age reported to American poison control centers increased from 10 in 2010 to 1,835 in 2018, a 14,015% increase;⁵¹ and
- Children who ingest tobacco products can experience vomiting, nausea, lethargy, and gagging,⁵² with e-liquids potentially posing a greater risk of toxicity or fatality through either ingestion or transdermal absorption;⁵³

WHEREAS exemptions and loopholes in New York State's smoke-free workplace laws⁵⁴ disproportionately impact low-income communities and communities of color as well as those who work predominantly outdoors as evidenced by the following:

- New York State Public Health Law does not prohibit smoking in private automobiles, outdoor places of employment, retail tobacco businesses, cigar bars, and hotel and motel rooms.⁵⁵ Evidence suggests that employees in these areas are disproportionately individuals of low-income and individuals of color;⁵⁶
- In one survey of employed young adults, 32.6% reported workplace exposure to secondhand smoke, nearly all of whom (95.7%) reported outdoor exposure, and most of whom worked in one of four occupational categories: construction and extraction, transportation and material moving occupations, building and grounds cleaning and maintenance, and food preparation and serving;⁵⁷

WHEREAS cities and counties in New York State have the legal authority to adopt local laws that prohibit all tobacco use indoors and outdoors in areas not already covered by state law;⁵⁸

WHEREAS state law prohibits smoking in playgrounds and parks, on school grounds, on outdoor railroad platforms, and on hospital grounds, among other locations, and expressly authorizes local communities to enact additional restrictions;⁵⁹

WHEREAS there is broad public recognition of the dangers of secondhand smoke and support for smoke-free air laws, as evidenced by the following:

- A 2012 survey of residents of New York City Housing Authority residents found widespread support for smoke-free public housing projects (64%);⁶⁰

WHEREAS as of April 2019, there are more than 500 cities and counties in New York State with outdoor secondhand smoke policies;⁶¹

WHEREAS New York State prohibits the use of electronic smoking devices in locations where smoking is restricted;⁶² and

WHEREAS there is no Constitutional right to smoke;⁶³

NOW THEREFORE, it is the intent of the [municipal council/county board of supervisors/county legislature], in enacting this ordinance, to provide for the public health, safety, and welfare by discouraging the inherently dangerous behavior of smoking [and tobacco use] around non-tobacco users, especially children; by protecting the public from exposure to secondhand smoke where they live, work, and play; by reducing the potential for children to wrongly associate smoking [and tobacco use] with a healthy lifestyle; and by affirming and promoting a healthy environment in the [municipality/county].

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CHARTER OAK UNIFIED SCHOOL DISTRICT

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Charter Oak Unified School District

20240 E. Cienega Ave., Covina, CA 91724

626.966.8331
www.cousd.net

Danny Kim, Ed.D.
Superintendent

May 21, 2025

CITY OF COVINA

125 E. College Street
Covina, CA 91723

Dear Mayor Linares and Covina City Council,

This letter is to express Charter Oak Unified School District's support to the Breathe Clean Covina Coalition in order to reduce community member's exposure to secondhand smoke in outdoor areas within the city.

We are in support of local regulations that protect the public from the harmful effects of secondhand smoke. According to the U.S. Surgeon General, there is no risk-free level of exposure to secondhand smoke. We believe that everyone has a right to breathe clean healthy air, especially here in Covina.

A public opinion survey was conducted among **Covina residents** and the results showed that **ninety-six percent** believe that secondhand smoke can interfere with their enjoyment of life. **Eighty-three percent** support a total ban of smoking in outdoor dining patios, **Eighty-three percent** support a total ban of smoking around doorways and windows, **seventy-nine percent** support a ban of smoking service areas, **eighty- one percent** support a total ban of smoking around outdoor public areas, **eighty-five percent** support a smoking ban around building entrances, doorways and window and **seventy-five percent** support a ban of smoking at public sidewalks.

Currently, the City of Covina has a smoke-free outdoor air grade of a "**D**" rating based on the American Lung Association's State of Tobacco Control 2024 Report. This confirms the aforementioned **sixty-two percent** rating of survey respondents being exposed to secondhand smoke in outdoor areas last year, which means that there is still work to be done to protect the Walnut community from secondhand smoke and improving their quality of life.

In the past years, the City of Covina has adopted strong a strong policy towards tobacco and protecting residents and visitors from its adverse health effects, such as city parks, however there is still an opportunity to allow the health of the community to improve. Our organization/agency strongly supports a comprehensive smoke-free outdoor areas ordinance in order to achieve optimal health of people living in this city. There are twenty-four cities in Los Angeles County who have implemented similar outdoor smoking policies and we hope that very soon our city will adopt a similar ordinance. We as a community should work together with city leaders to improve the quality of life of community members by enforcing the existing provisions and adopting strong

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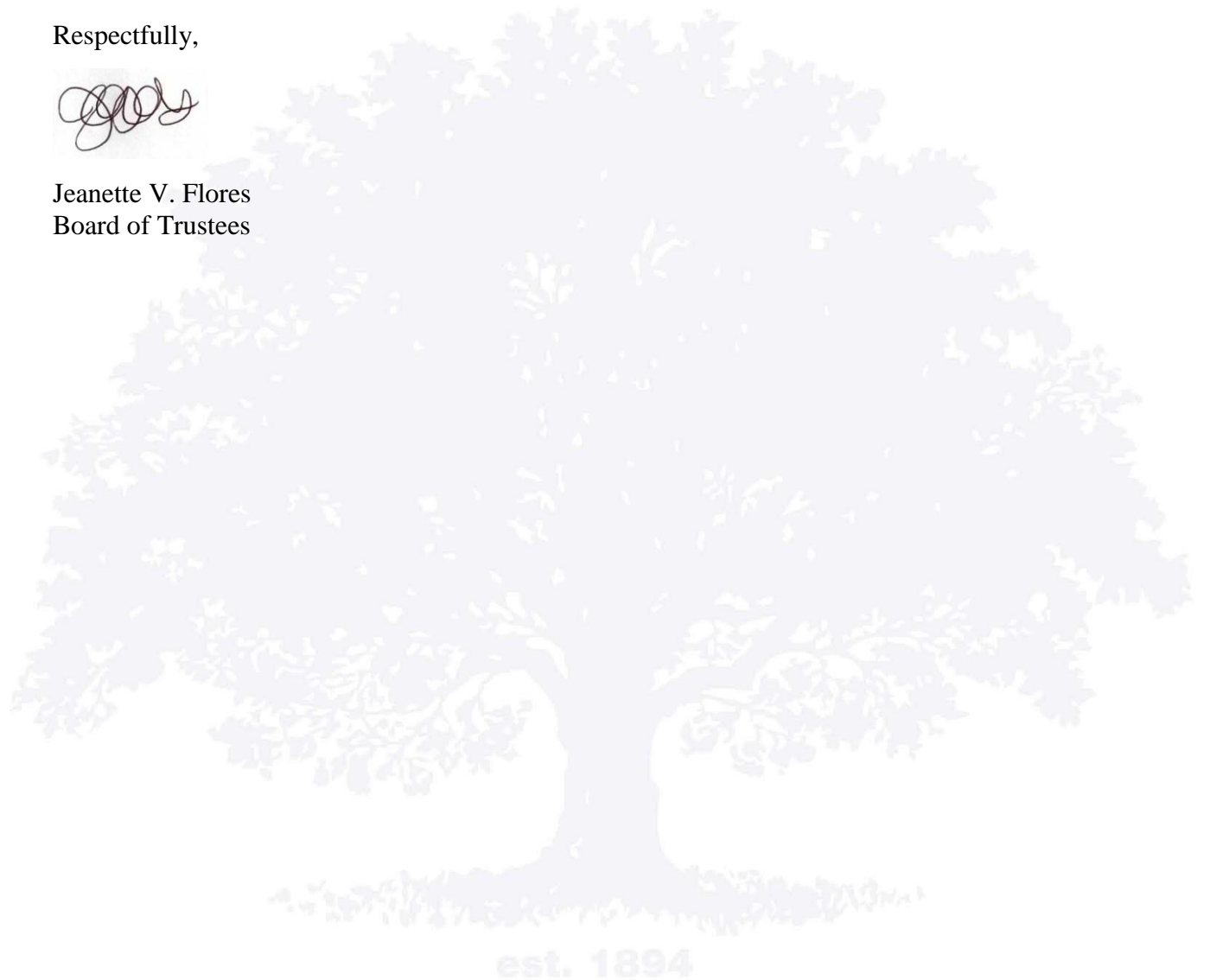
Danny Kim, Ed.D.
Superintendent

comprehensive tobacco policies. We see the change the community needs and with the help of its leaders, we can achieve it here in Covina.

In closing, we add only that such an effort, if successful, should be viewed as befitting all of Covina residents and community members since a safe and healthy community benefits us all.

Respectfully,

Jeanette V. Flores
Board of Trustees



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GOVERNOR'S COUNCIL ON HOLOCAUST
& GENOCIDE EDUCATION

May 20, 2025
CITY OF COVINA
125 E. College Street
Covina, CA 91723

Dear Mayor Linares and Covina City Council,

I am writing to express my strong support for the **Breathe Clean Covina Coalition** and its efforts to reduce community members' exposure to secondhand smoke in outdoor areas throughout the City of Covina.

As a public servant dedicated to the health and well-being of the residents of the 22nd Senate District, I fully support local regulations that protect the public from the well-documented dangers of secondhand smoke. The U.S. Surgeon General has stated that there is no risk-free level of exposure to secondhand smoke, and I believe all residents deserve the right to breathe clean, healthy air, especially in shared public spaces.

The City of Covina has made important strides in the past, such as implementing smoke-free policies in city parks. However, there remains a critical opportunity to expand these protections. A comprehensive smoke-free outdoor ordinance would be a meaningful step forward in safeguarding the health of our residents, particularly children, seniors, and individuals with pre-existing health conditions.

Twenty-four cities in Los Angeles County have already enacted similar ordinances, showing that such policies are both feasible and effective. I encourage the City of Covina to join this growing movement and adopt strong outdoor smoking regulations that reflect the values and desires of its residents.

Together, we can create a safer, healthier, and more vibrant community for everyone in Covina. I applaud the efforts of the Breathe Clean Covina Coalition and urge city leaders to work closely with the community to enact meaningful change.

Thank you for your consideration. Should you have any questions, please contact my staff Sandra Lopez at sandra.lopez@sen.ca.gov.

Best regards,

A handwritten signature in cursive script that reads "Susan Rubio".

Senator Susan Rubio

Senate District 22



May 1st, 2025

CITY OF COVINA

125 E. College Street

Covina, CA 91723

Dear Mayor Linares and Covina City Council,

Behavioral Health Services, Inc. and the Smoke-Free West Covina Coalition express support for Breathe Clean Covina Coalition in order to reduce community member's exposure to secondhand smoke in outdoor areas within the city.

The Smoke-Free West Covina Coalition is composed of diverse stakeholders, including residents, community organizations, healthcare professionals, and local businesses in West Covina. Our coalition advocates for smoke-free public spaces and provides education to raise awareness about the health risks of secondhand smoke. We frequently collaborate with the Breathe Clean Covina Coalition, as we share a mutual goal of promoting healthier outdoor environments.

According to the U.S. Surgeon General, there is no safe level of secondhand smoke exposure. A recent public opinion survey among Covina residents shows strong support for smoke-free outdoor spaces, with large majorities in favor of restrictions around outdoor dining areas, building entrances, service areas, and sidewalks.

Despite progress, such as protections in city parks, secondhand smoke exposure remains a concern for many residents. The American Lung Association's 2024 *State of Tobacco Control* report assigned Covina a "D" grade for outdoor air protections, highlighting opportunities for continued improvement.

In the past years, the City of Covina has adopted strong a strong policy towards tobacco and protecting residents and visitors from its adverse health effects, such as city parks, however there is still an opportunity to allow the health of the community to improve. Twenty-four cities across Los Angeles County have adopted outdoor smoke-free policies. Strengthening local protections can contribute to a healthier environment for everyone who lives in or visits Covina. By continuing to support tobacco control efforts, the City has the opportunity to further enhance community well-being.

In closing, we respectfully offer support for Breathe Clean Covina Coalition's actions to prioritize public health. A safe and healthy community benefits all residents.

Respectfully,

Alix Politanoff

Project Coordinator

Behavioral Health Services, Inc.

Smoke-Free West Covina Coalition



The Wellness Center at Historic General Hospital
1200 N. State Street, Suite 1008 | Los Angeles, California 90033
www.thewellnesscenterla.org | 213.784.9191

May 09, 2025

CITY OF COVINA
125 E. College Street
Covina, CA 91723

Dear Mayor Linares and Covina City Council,

This letter is to express LAC+USC Medical Center Foundation Inc. / The Wellness Center support to the Breathe Clean Covina Coalition in order to reduce community member's exposure to secondhand smoke in outdoor areas within the city. We are in support of local regulations that protect the public from the harmful effects of secondhand smoke. According to the U.S. Surgeon General, there is no risk-free level of exposure to secondhand smoke. We believe that everyone has a right to breathe clean healthy air, especially here in Covina.

A public opinion survey was conducted among Covina residents and the results showed that ninety-six percent believe that secondhand smoke can interfere with their enjoyment of life. Eighty-three percent support a total ban of smoking in outdoor dining patios, Eighty-three percent support a total ban of smoking around doorways and windows, seventy-nine percent support a ban of smoking service areas, eighty-one percent support a total ban of smoking around outdoor public areas, eighty-five percent support a smoking ban around building entrances, doorways and window and seventy-five percent support a ban of smoking at public sidewalks.

Currently, the City of Covina has a smoke-free outdoor air grade of a "D" rating based on the American Lung Association's State of Tobacco Control 2024 Report. This confirms the aforementioned sixty-two percent rating of survey respondents being exposed to secondhand smoke in outdoor areas last year, which means that there is still work to be done to protect the Walnut community from secondhand smoke and improving their quality of life.

In the past years, the City of Covina has adopted strong a strong policy towards tobacco and protecting residents and visitors from its adverse health effects, such as city parks, however there is still an opportunity to allow the health of the community to improve. Our organization/agency strongly supports a comprehensive smoke-free outdoor areas ordinance in order to achieve optimal health of people living in this city. There are twenty-four cities in Los Angeles County who have implemented similar outdoor smoking policies and we hope that very soon our city will adopt a similar ordinance. We as a community should work together with city leaders to improve the quality of life of community members by enforcing the existing provisions and adopting strong comprehensive tobacco policies. We see the change the community needs and with the help of its leaders, we can achieve it here in Covina.

In closing, we add only that such an effort, if successful, should be viewed as befitting all of Walnut residents and community members since a safe and healthy community benefits us all.

Respectfully,

Rosa Soto

Rosa Soto
Executive Director
LAC+USC Medical Center Foundation Inc. / The Wellness Center