



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

Tuesday, August 5, 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](http://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](mailto: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.

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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 Linares.

**INVOCATION**

Given by Covina Police Chaplain Chuck Cannizzaro.

**APPROVAL OF AGENDA**

**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**

9

Staff Recommendation:

Approve the Minutes of the June 3, 2025, Special Closed Session Meeting of the City Council/Successor Agency to the Covina Redevelopment Agency/Covina Public Financing Authority/Housing Authority.

**CC 2. Minutes**

11

Staff Recommendation:

Approve the Minutes of the June 17, 2025, Special Closed Session Meeting of

the City Council/Successor Agency to the Covina Redevelopment Agency/Covina Public Financing Authority/Housing Authority.

**CC 3. Minutes**

13

Staff Recommendation:

Approve the Minutes of the June 17, 2025, Regular Meeting of the City Council/Successor Agency to the Covina Redevelopment Agency/Covina Public Financing Authority/Housing Authority.

**CC 4. Minutes**

23

Approve the Minutes of the July 1, 2025, Regular Meeting of the City Council/Successor Agency to the Covina Redevelopment Agency/Covina Public Financing Authority/Housing Authority.

**CC 5. Payment of Demands**

31

Staff Recommendation:

Approve Payment of Demands in the amount of \$8,898,524.34.

**CC 6. City of Covina Investment Report for Month Ended June 30, 2025**

41

Staff Recommendation:

Receive and File.

**CC 7. Memorandum of Understanding between LA County Metropolitan Transportation Authority & the City of Covina for Prop. A Discretionary Incentive Grant Program for Collecting & Reporting Data for the National Transit Database for Report Year 2023**

57

Staff Recommendation:

Authorize the City Manager to execute the Memorandum of Understanding between the Los Angeles County Metropolitan Transportation Authority and the City of Covina for the Proposition A Discretionary Incentive Grant Program for Collecting and Reporting Data for the National Transit Database for Report Year 2023.

**CC 8. Designating Certain Officials as Individuals Authorized to Execute Applications and Documents for the Purpose of Obtaining Financial Assistance Under Public Law 93-288 (PL 93-288)**

67

Staff Recommendation:

Adopt **Resolution CC 2025-95** designating the Mayor, City Manager, or Director of Finance as authorized agent to execute applications and documents for the purpose of obtaining financial assistance for disaster relief.

**CC 9. Adoption of Ordinance 25-06**

75

Staff Recommendation:

Adopt **Ordinance 25-06** Entitled, “Approving a Development Agreement Between Stiiizy Covina Inc, and the City of Covina, Related to Approval of a 4,600 Cannabis Microbusiness Retail Establishment Within the PCD (Planned Community Development) / M-1 (Light Manufacturing) Zone, Located at 754 East Arrow Highway (APN: 8405-003-032) and Making a Determination of Exemption Under CEQA.

**CC 10. Adoption of Ordinance 25-07**

83

Staff Recommendation:

Adopt **Ordinance 25-07** Entitled, “An Ordinance of the City of Covina

Approving a Development Agreement Between Rilano Covina Inc, and the City of Covina, Related to a Proposal To Approval of a 3,443 Square Foot Cannabis Retail Establishment Within the Mixed-Use Overlay District (MUOD) / Commercial (Regional or Community Shopping Center) C-3A Zone, Located at 216 East Rowland Street, (APN: 8451-001-019) and Making a Determination of Exemption under CEQA”.

**CC 11. Adoption of Ordinance 25-08**

91

Staff Recommendation:

Adopt **Ordinance 25-08** Entitled, “An Ordinance of the City Council of the City of Covina, California, Approving a Development Agreement between Zen GW Cali Partners LLC, and the City Of Covina, Related to Approval of a 3,956 Square Foot Cannabis Retail Establishment within the Covina Town Center Specific Plan (CTCSP) Mixed Use (MU) Zone Located at 125 South Citrus Avenue (APN 8444-001-018) and Making a Finding of Exemption Under CEQA”.

**CC 12. Request to Cancel the Regular City Council Meeting of August 19, 2025**

97

Staff Recommendation:

That the City Council consider cancelling the regular scheduled City Council Meeting of August 19, 2025.

**CC 13. Speed Hump Installation Project – Armel Drive between Rowland Avenue and Workman Avenue**

99

Staff Recommendation:

1. Approve Recommendation from the Transportation and Mobility Advisory Commission for the installation of speed humps on Armel Drive between Rowland Avenue and Workman Avenue; and
2. Award a Minor Construction and Maintenance Agreement to FS Contractors, Inc as the lowest responsive, responsible bidder in an amount not-to-exceed \$22,950 and authorize the City Manager to execute the agreement.

**CC 14. Award of Contract to FS Contractors, Inc. for the Replacement of Fencing located at the Covina City Yard and various locations along Charter Oak Wash in an amount not-to-exceed \$52,500**

125

Staff Recommendation:

Authorize the City Manager to execute a contract between FS Contractors, Inc. and the City of Covina for the Replacement of Fencing located at the Covina City Yard and various locations along Charter Oak Wash.

**CC 15. Designation of Voting Delegate and Alternates for the League of California Cities Annual Conference Which Includes the Annual Business Meeting – October 8-10, 2025**

153

Staff Recommendation:

1. Designate Councilmember Walter Allen, III, as the voting delegate and Mayor Pro Tem Hector Delgado, as the alternate to represent the City at the Annual Business Meeting of the League of California Cities General Assembly; and
2. Direct the Chief Deputy City Clerk to submit the required "Voting Delegate Form" to the League's Sacramento Office no later than

<b>CC 16. Confirm and Approve City Council’s Revisions to Various Boards and Commissions Appointments</b>	159
Staff Recommendation: Approve the City Council’s revisions to various boards and commissions appointments.	
<b>CC 17. Covina Police Department Parking Lots Slurry Seal Project – Project No. F2601 – Award of Minor Construction and Maintenance Agreement to FS Contractors, Inc in an Amount Not-To Exceed \$46,970</b>	161
Staff Recommendation: <ol style="list-style-type: none"><li>1. Award a Minor Construction and Maintenance Agreement to FS Contractors, Inc. as the lowest responsive, responsible bidder in an amount not-to-exceed \$46,970 and authorize the City Manager, or his designee, to execute the agreement; and</li><li>2. Adopt <b>Resolution CC 2025-96</b> amending the FY 2025-2026 Capital Improvement Program and Capital Improvement Program Budget to add the Covina Police Department Parking Lots Slurry Seal Project – Project No. F2601 and transfer \$46,970 from the General Fund into the General CIP Fund for use towards project completion.</li></ol>	
<b>CC 18. Memorandum of Understanding (MOU) Side Letter Agreements with the Police Association of Covina (PAC) and the Police Supervisors Association of Covina (PSC)</b>	189
Staff Recommendation: Approve <b>Resolution CC 2025-98</b> and <b>Resolution CC 2025-99</b> and authorize City Manager to sign MOU side letter agreements with PAC and PSC.	
<b>CC 19. Purchase Agreement for the Replacement of a Public Works Utility Truck and the Modification of Two (2) Utility Trucks</b>	203
Staff Recommendation: Authorize the City Manager to execute a Purchase Agreement with Puente Hills Ford for the purchase of one (1) 2025 Ford Maverick XL Hybrid and the reconditioning of two (2) fleet vehicles with (1) 2024 Ford F-250SD XL and one (1) 2024 Ford F-350SD XL for an amount not-to-exceed \$164,497.08.	
<b>CC 20. Lease Agreement with Axon Enterprises Inc for a Mobile Audio/Video (In-Car) System and Body Worn Cameras</b>	217
Staff Recommendation: <ol style="list-style-type: none"><li>1. Adopt <b>Resolution CC 2025-101</b> approving a ten-year lease agreement with Axon Enterprises Inc. for a mobile audio/video (in-car) system and body worn cameras using the competitively bid Sourcewell Cooperative Purchasing Agreement (Solicitation #101223-AXN);</li><li>2. Amend the Police Department’s FY 2025-26 budget by \$133,000;</li><li>3. Authorize staff to repurpose and/or resell any current equipment including Cradlepoint units that remain in good condition as part of the implementation of the new Axon system.</li></ol>	
<b>CC 21. 114 E. Italia Street Restaurant Remodel/Expansion Project – Project No. F2501 – Final Acceptance and Filing Notice of Completion</b>	277

Staff Recommendation:

1. Accept the work performed by Siterep Construction Services, Inc.;
2. Authorize the City Clerk to file a Notice of Completion for the 114 E. Italia Street Restaurant Remodel/Expansion Project – Project No. F2501; and
3. Approve **Resolution CC 2025-100** appropriating \$82,624.66 from Measure CC Fund – Fund Balance to be transferred into the General CIP Fund for project completion.

**CC 22. Request to Amend the City’s Classification Plan to Establish the Classification of Neighborhood Preservation Manager**

285

Staff Recommendation:

That the City Council adopt **Resolution CC 2025-97** to establish and amend the City's Classification plan, and establish the new job description and salary range for Neighborhood Preservation Manager within the Mid-Management, Supervisory and Professional, and Confidential and Technical Employees (Unaffiliated) Compensation Rules.

**CC 23. Amending the FY 25-26 Operating Budget and Professional Services Agreement with IPME for The Design and Permitting of Two (2) Pre-Fabricated Units at Covina Recreation Village in an Amount not to Exceed \$100,000**

323

Staff Recommendation:

Approve a Professional Services Agreement with International Port Management Enterprise (“IPME”) Corporation for the design and permitting of two pre-fabricated container units consisting of a public bathroom and commercial space to be located at the Covina Recreation Village Park site (640-680 N Citrus Avenue).

**CC 24. Request for Approval to Convert Two Part-Time Positions into One Full-Time Office Assistant I Position**

353

Staff Recommendation:

That the City Council Approve an Additional Full-Time Office Assistant Position.

**PUBLIC HEARINGS**

**PH 1. Consideration of Resolutions Authorizing Annexation of Territory to City of Covina Community Facilities District No. 2007-1 (Public Services) (Annexation No. 39), and to Call and Hold a Special Election (342 N. Hollenbeck Avenue, Covina)**

355

Staff Recommendation:

1. City Council to open the public hearing and consider public testimony and close the public hearing;
2. Adopt **Resolution CC 2025-92**, authorizing the annexation of territory to Community Facilities District No. 2007-1 (Annexation No. 39) and authorizing the levy of a special tax and submitting the levy of tax to the qualified electors;
3. Adopt **Resolution CC 2025-93**, calling a special election and submitting to the voters of Annexation No. 39 of City of Covina Community Facilities District No. 2007-1 (Public Services),

propositions regarding the annual levy of special taxes within Annexation No. 39 to finance public services, and the establishment of an appropriations limit; and

4. Adopt **Resolution CC 2025-94** making certain findings, certifying the results of an election and adding property to Community Facilities District No. 2007-1 (Public Services), Annexation No. 39.

#### **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, September 2, 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 SPECIAL CLOSED SESSION MEETING  
MINUTES**

June 3, 2025, 6:15 p.m.  
125 E. College Street, Covina, California  
Council Chamber of City Hall

Councilmembers Present: Councilmember Walter Allen, III  
Councilmember Patricia Cortez  
Mayor/Chair Victor Linares

Councilmembers Absent: Councilmember John C. King  
Mayor Pro Tem/Vice-Chair Hector Delgado

Staff Present: City Manager Chris Marcarello  
City Attorney Candice K. Lee  
Deputy City Manager Angel Carrillo  
Chief Deputy City Clerk Fabian Velez

Staff Absent: City Clerk Drew Aleman (Elected Member)  
City Treasurer Neil Polzin (Elected Member)  
Police Chief Ric Walczak  
Community Development Director/Deputy City Manager Brian Lee  
Parks & Recreation/Library Services Director Lisa Evans  
Public Works Director Rafael M. Fajardo  
Interim Finance Director Theresa Franke

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## **CLOSED SESSION**

### **CALL TO ORDER**

Mayor Linares called the Council/Agency/Authority meeting to order at 6:22 p.m. with Councilmember Allen, Councilmember Cortez, and Mayor Linares present.

### **PUBLIC COMMENTS**

There were no public comments.

## **CLOSED SESSION**

### **A. Government Code § 54956.9(d)(2) - CONFERENCE WITH LEGAL - ANTICIPATED LITIGATION**

Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2): One potential case based on facts and circumstances addressed in correspondence from Embarc's litigation counsel to the City Attorney's office regarding allegations regarding the application and selection process for cannabis retail dispensaries in the City that might result in litigation against the City. Said correspondence is available for inspection in the City Clerk's Office upon request.

## **ADJOURNMENT**

At 6:23 p.m., the Covina City Council/Successor Agency to the Covina Redevelopment Agency/Covina Public Financing Authority/Covina Housing Authority recessed into Closed Session and 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.

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Fabian Velez, Chief Deputy City Clerk

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Victor Linares, Mayor/Chair



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

June 17, 2025, 6:40 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  
Police Chief Ric Walczak  
Deputy City Manager Angel Carrillo  
Chief Deputy City Clerk Fabian Velez

Staff Absent: City Treasurer Neil Polzin (Elected Member)  
City Attorney Candice K. Lee  
Community Development Director/Deputy City Manager Brian Lee  
Parks & Recreation/Library Services Director Lisa Evans  
Public Works Director Rafael M. Fajardo  
Interim Finance Director Theresa Franke

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## **CLOSED SESSION**

### **CALL TO ORDER**

Mayor Linares called the Council/Agency/Authority meeting to order at 6:40 p.m. with all Councilmembers present.

### **PUBLIC COMMENTS**

There were no public comments.

## **CLOSED SESSION**

### **A. Government Code § 54956.9(d)(2) - CONFERENCE WITH LEGAL - ANTICIPATED LITIGATION**

Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2): One potential case based on facts and circumstances addressed in correspondence from Embarc's litigation counsel to the City Attorney's office regarding allegations regarding the application and selection process for cannabis retail dispensaries in the City that might result in litigation against the City. Said correspondence is available for inspection in the City Clerk's Office upon request.

## **ADJOURNMENT**

At 6:40 p.m., the Covina City Council/Successor Agency to the Covina Redevelopment Agency/Covina Public Financing Authority/Covina Housing Authority recessed into Closed Session and adjourned to its next regular meeting of the Council/Agency/Authority scheduled for Tuesday, June 17, 2025, at 7:30 p.m., for open session in the Council Chamber located inside of City Hall, 125 East College Street, Covina, California, 91723.

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Fabian Velez, Chief Deputy City Clerk

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Victor Linares, Mayor/Chair



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

June 17, 2025, 7:30 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 Treasurer Neil Polzin (Elected Member)  
City Manager Chris Marcarello  
City Attorney Candice K. Lee  
Police Chief Ric Walczak  
Community Development Director/Deputy City Manager Brian Lee  
Parks & Recreation/Library Services Director Lisa Evans  
Public Works Director Rafael M. Fajardo  
Deputy City Manager Angel Carrillo  
Chief Deputy City Clerk Fabian Velez  
Interim Finance Director Theresa Franke

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JOINT MEETING—CLOSED SESSION 6:30 PM

**REGULAR CLOSED SESSION - WAS NOT HELD**

JOINT MEETING—OPEN SESSION 7:30 PM

**CALL TO ORDER**

Mayor Linares called the Council/Agency/Authority meeting to order at 7:31 p.m. with all Councilmembers present.

**ROLL CALL**

**PLEDGE OF ALLEGIANCE**

Led by Mayor Pro Tem Delgado.

**INVOCATION**

Given by Covina Police Chaplain Ron Butler.

**APPROVAL OF AGENDA**

**Motion made by:** Councilmember King

**Seconded by:** Mayor Pro Tem Delgado

Approve the agenda as presented.

**Approved (5 to 0)**

**SPECIAL CLOSED SESSION REPORT**

City Attorney Ennis announced that no reportable action was taken.

**PRESENTATIONS**

**A. Pride Month**

Mayor Linares presented a certificate to City Clerk Aleman declaring June 2025 as Pride Month in the City of Covina.

**PUBLIC COMMENTS**

Dr. Elizabeth Eminhizer, Superintendent for Covina-Valley Unified School District, expressed her appreciation for the Police Department's work over the past school year. She also gave thanks to Police Chief Walczak, Police Captain Mike Robison, and Police Officer Vincent Lopez for helping to ensure that graduation ceremonies were safe.

Dr. Bri (No Last Name) thanked the City Council for their statement regarding immigration enforcement and encouraged additional measures to be taken for the matter.

Neil Polzin expressed his grievances with the recently-adopted City Council attendance policy and provided suggestions on expanding the responsibilities of the City Treasurer.

Melinda Forbes thanked the City Council and Chamber of Commerce for a great event with the recently held Taste of Covina event and stated her excitement for next year's event.

Cindy (No Last Name) commented on recent protests in the City and the comfort felt in the support. Cindy also encouraged further action regarding immigration enforcement.

Belinda Campos Breshahan, Project Manager for LAC+USC and member of the Breathe Clean Covina Coalition, thanked the City Council for their support on New Business Item NB 1. She also thanked State Senator Susan Rubio, Charter Oak Unified School District Board of Trustees Member Jeanette Flores, Behavioral Health Services, Inc., and The Wellness Center at Historic General Hospital for their letters of support. Belinda requested that the City Council consider adding additional language into Ordinance 25-05 to define electronic smoking devices.

Resident and Member of the Breathe Clean Covina Coalition Terry Llorens noted that not all members could attend the meeting and expressed their shared support for New Business Item NB 1 and Ordinance 25-05.

LAC+USC Community Engagement Coordinator and one of the Breathe Clean Covina Coalition founder Analey (No Last Name) also stated her support for Ordinance 25-05 with the proposed amendment and thanked the City Council for their support.

Brenda Botello and Evelyn Narciso individually expressed their support for Ordinance 25-05.

Christina Cardenas, Project Coordinator for Breathe Clean LA expressed the organization's solidarity in supporting Ordinance 25-05 and provided more information on the dangers of second-hand smoke.

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

Councilmember Allen thanked Police Chief Walczak and the Police Department staff for helping keep Saturday's Immigration Enforcement Rally peaceful.

Councilmember King had no comments.

Councilmember Cortez congratulated the Covina Chamber of Commerce for a great Taste of Covina event. She also thanked the Police Department for helping to keep Saturday's Immigration Enforcement Rally safe and stated her admiration for what she saw as a community gathering to voice their support for the immigrant community.

Mayor Pro Tem Delgado thanked the Police Department, residents, and community members for keeping Saturday's Immigration Enforcement Rally peaceful and getting the message across safely. He also acknowledged Dr. Julia Ruedas, Member of the El Monte City Council.

Mayor Linares thanked the Covina Chamber of Commerce and City staff for their work in putting together the Taste of Covina event. He noted the good work being completed in the Consent Calendar regarding sewer system improvements and road improvements, and thanked Public Works Director Fajardo and the Public Works team for their hard work in completing projects. Mayor Linares spoke on his conversations with the organizers of Saturday's Immigration Enforcement Rally and expressed the City's support and need for safety and thanked them for the good communication. He then touched on the Parks and Recreation Department's summer programs including a concert series beginning next Monday June 23, 2025, and encouraged parents to utilize programs for their kids.

Councilmember King shared a story regarding Saturday's Immigration Enforcement Rally and the City Fric-n-Frac vehicle.

## **CITY MANAGER COMMENTS**

City Manager Marcarello had no comments.

## **CONSENT CALENDAR**

### **CC 1. Minutes**

**Motion made by:** Councilmember Allen

**Seconded by:** Councilmember King

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.

**Approved (5 to 0)**

### **CC 2. Payment of Demands**

**Motion made by:** Councilmember Allen

**Seconded by:** Councilmember King

Approve Payment of Demands in the amount of \$1,869,796.78.

**Approved (5 to 0)**

### **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**

**Motion made by:** Councilmember Allen

**Seconded by:** Councilmember King

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”.

**Approved (5 to 0)**

### **CC 4. Second Amendment to Professional Services Agreement with Interwest Consulting Group**

**Motion made by:** Councilmember Allen

**Seconded by:** Councilmember King

Approve Second Amendment to Professional Services Agreement with Interwest Consulting Group for Specialized Community Development and Planning Services.

**Approved (5 to 0)**



**CC 5. Professional Services Agreement with Evan Brooks Associates, Inc., for Grant Support Services**

**Motion made by:** Councilmember Allen

**Seconded by:** Councilmember King

Approve Professional Services Agreement with Evan Books Associates for an amount no-to-exceed \$75,000 for on-call grant supportive services.

**Approved (5 to 0)**

**CC 6. Fifth Amendment to Agreement Between the City of Covina and Social Vocational Services, Inc. (SVS) for Cleaning City Park Areas and Restrooms**

**Motion made by:** Councilmember Allen

**Seconded by:** Councilmember King

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.

**Approved (5 to 0)**

**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**

**Motion made by:** Councilmember Allen

**Seconded by:** Councilmember King

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.

**Approved (5 to 0)**

**CC 8. Closed Circuit Television (CCTV) Video Inspection of Sewer Collection System – Project No. S2401 – Final Acceptance and Filing Notice of Completion**

**Motion made by:** Councilmember Allen

**Seconded by:** Councilmember King

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.

**Approved (5 to 0)**

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

**Motion made by:** Councilmember Allen

**Seconded by:** Councilmember King

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.

**Approved (5 to 0)**

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

**Motion made by:** Councilmember Allen

**Seconded by:** Councilmember King

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.

**Approved (5 to 0)**

**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**

**Motion made by:** Councilmember Allen

**Seconded by:** Councilmember King

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.

**Approved (5 to 0)**

**CC 12. Adoption of Ordinance 25-03**

**Motion made by:** Councilmember Allen

**Seconded by:** Councilmember King

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)”.

**Approved (5 to 0)**

**CC 13. Adoption of Ordinance 25-02**

**Motion made by:** Councilmember Allen

**Seconded by:** Councilmember King

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)”.

**Approved (5 to 0)**

**CC 14. Confirmation of Mayor’s Appointments to Intergovernmental Agencies**

**Motion made by:** Councilmember Allen

**Seconded by:** Councilmember King

Approve the Mayor’s appointments of delegates and alternates to Intergovernmental Agencies.

**Approved (5 to 0)**

**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**

**Motion made by:** Councilmember Allen

**Seconded by:** Councilmember King

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.

**Approved (5 to 0)**

**CC 16. County of Los Angeles Department of Public Health Public Health Services Contract**

**Motion made by:** Councilmember Allen

**Seconded by:** Councilmember King

Authorize the City Manager to execute the Public Health Services contract with the County of Los Angeles.

**Approved (5 to 0)**

**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)**

**Motion made by:** Councilmember Allen

**Seconded by:** Councilmember King

That the City Council adopt **Resolution CC 2025-71** and **Resolution CC 2025-72**, authorizing the following organizational changes:

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.

**Approved (5 to 0)**

**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)**

**Motion made by:** Councilmember Allen

**Seconded by:** Councilmember King

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).

**Approved (5 to 0)**

**CC 19. Increase FY 2024-25 Workers' Compensation Fund Appropriations**

**Motion made by:** Councilmember Allen

**Seconded by:** Councilmember King

Adopt **Resolution CC 2025-73** Increasing Workers' Compensation Fund Fiscal Year 2024-25 Budgeted Appropriations by \$175,000.

**Approved (5 to 0)**

**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**

**Motion made by:** Councilmember Allen

**Seconded by:** Councilmember King

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.

**Approved (5 to 0)**

## **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**

Mayor Linares opened the public hearing.

The agenda report was provided by Community Development Director/Deputy City Manager Lee who also read revised language for Ordinance 25-04.

There were no public comments.

Mayor Linares closed the public hearing.

In response to an inquiry from Councilmember King and Mayor Pro Tem Delgado, Community Development Director/Deputy City Manager Lee and City Manager Marcarello clarified the process for the permanent establishment of City policy.

**Motion made by:** Councilmember King

**Seconded by:** Councilmember Cortez

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.

**Approved (5 to 0)**

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

Councilmember Allen recused himself from the item out of an abundance of caution for a potential conflict of interest due to his service on the Board of Directors for Emanate Health.

Mayor Linares opened the public hearing.

The agenda report was provided by City Manager Marcarello.

In response to a request for clarification from Councilmember King, City Manager Marcarello confirmed the City is not entering into any financial obligations with the item.

There were no public comments.

Mayor Linares closed the public hearing.

**Motion made by:** Councilmember Cortez

**Seconded by:** Mayor Pro Tem Delgado

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**.

**Approved (4 to 0); Allen Abstain**

## NEW BUSINESS

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

The agenda report was provided by City Manager Marcarello and noted minor clerical updates to the report before the City Council.

Councilmember Allen stated his support for the item and noted a personal loss due to cigarettes.

City Manager Marcarello responded to a question from Councilmember Cortez regarding the proposed amendment.

Councilmember Cortez thanked Belinda and the Breathe Clean Covina Coalition for their work in coming together to show the City Council what can be improved and gave kudos to El Monte Councilmember Dr. Ruedas for her participation in the matter.

**Motion made by:** Councilmember Cortez

**Seconded by:** Councilmember Allen

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)”.

**Approved (5 to 0)**

## ADJOURNMENT

At 8:15 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, July 1, 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.

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Fabian Velez, Chief Deputy City Clerk

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Victor Linares, Mayor/Chair



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

July 1, 2025, 7:30 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/Chair Victor Linares

Councilmembers Absent: Mayor Pro Tem/Vice-Chair Hector Delgado

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

Staff Absent: City Treasurer Neil Polzin (Elected Member)

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JOINT MEETING—CLOSED SESSION 6:30 PM

**CLOSED SESSION - WAS NOT HELD**

JOINT MEETING—OPEN SESSION 7:30 PM

**CALL TO ORDER**

Mayor Linares called the Council/Agency/Authority meeting to order at 7:33 p.m. with all Councilmembers present except Mayor Pro Tem Delgado.

**ROLL CALL**

**PLEDGE OF ALLEGIANCE**

Led by Councilmember Cortez.

**INVOCATION**

Given by Covina Police Chaplain Chuck Cannizzaro.

**APPROVAL OF AGENDA**

**Motion made by:** Councilmember King

**Seconded by:** Councilmember Allen

Approve the agenda as presented.

**Approved (4 to 0); Delgado Absent**

**PRESENTATIONS**

**B. Recognition of Retiring Planning Commissioner John Connors**

Mayor Linares provided a brief history of Planning Commissioner John Connors accomplishments with the City and thanked him for his 17 years of service. Mayor Linares presented Planning Commissioner Connors with a certificate and City memorabilia.

Planning Commissioner Connors provided a few words time about his time on the Planning Commission.

**A. Recognition of Covina Baseball Club 10U on USSSA International World Series**

Mayor Linares called forward the Covina Baseball Club and congratulated the team for winning the USSSA U10 International World Series. He also thanked the parents and coaches for giving the support needed to win and gave a brief summary of the team's accomplishments. Mayor Linares provided certificates to each player and coach.



## **PUBLIC COMMENTS**

Susan Zermeno provided retirement wishes to Planning Commissioner Connors. She also requested to know what the City is doing in response to the recent matters regarding immigration enforcement and encouraged the City to be proactive on the issue utilizing the City website.

Camila Rosero urged the City Council to take action on the recent matters regarding immigration enforcement in manners similar to other cities and examples.

Brian Calderon Tabatabai commented on the effects seen as a result of the increased immigration enforcement by federal officers and provided suggestions he would like the City Council to consider.

Dr. Bri (No Last Name) also commented on immigration enforcement and requested the City Council take action.

Brian Amalfitano shared a personal immigration story and encouraged the community to speak up for each other.

Deserie (No Last Name) stated that she was proud to see the City's statement on the recent events regarding immigration enforcement and recommended the City Council do more.

Delfina Russell was not present when her name was called.

Mabel and Ledy (No Last Name) provided Ledy's story as a resident of the City, inquired as to City funds are utilized, and requested more funds be invested into the City's library and schools.

Sara Rizvi asked for additional information regarding Consent Calendar Item CC 5 and the attached resolution authorizing additional funding for parking enforcement, and provided alternative sources of funding for the City to consider. She also proposed an immigrant resources fund mirroring other cities' efforts.

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

Councilmember Allen expressed his appreciation for Planning Commissioner Connors and thanked him for his work with the City. He also thanked Police Chief Walczak and the staff of the Covina Police Department for the upcoming event honoring fallen officer Sergeant Scott Hansen. He also thanked the Police Department for the assistance provided to Baldwin Park Police Department after the death of Officer Samuel Rivero.

Councilmember King asked those who commented to stay in the meeting to hear an update on the topic of immigration enforcement from the City. He also expressed his excitement for the upcoming Fourth of July Breakfast with the Band celebration and wished everyone a wonderful Fourth of July.

Councilmember Cortez congratulated Planning Commissioner Connors on his retirement and thanked him for his leadership on the Planning Commission. She also congratulated the Covina Baseball Club on their championship victory. Councilmember Cortez commented on her rationale regarding the changes to the public comment time limit.

Councilmember King thanked Planning Commissioner Connors for his service and discussed his first major project on the Planning Commission, the expansion of Aurora Hospital.

At the request of Mayor Linares, Police Chief Walczak provided information regarding the City's position on the recent events surrounding immigration enforcement, department policy, state laws,

the Police Department's course of action when dealing with federal immigration officers, and the communication challenges with federal officers.

Mayor Linares expressed his appreciation for all of those who came to speak regarding the immigration enforcement issues and the continued support on the topic from the City Council. He urged the community to be safe in celebrations and emphasized the enforcement against illegal fireworks. He then provided information on the Fourth of July event and festivities taking place in the City beginning at 10:00 a.m. at Covina Park. Lastly, Mayor Linares thanked Planning Commissioner Connors for his vote against a proposed wall at Banna Park.

## **CITY MANAGER COMMENTS**

City Manager Marcarello highlighted Consent Calendar Items CC 9, noting a revision for the changing of a consultant name, and CC 11, stating that the annual report has been posted to Police Department website and the public meeting has been scheduled for July 7, 2025, from 8:00 a.m. to 9:00 a.m.

## **CONSENT CALENDAR**

### **CC 1. Minutes**

**Motion made by:** Councilmember King

**Seconded by:** Councilmember Allen

Approve the Minutes of the June 3, 2025, Regular Meeting of the City Council/Successor Agency to the Covina Redevelopment Agency/Covina Public Financing Authority/Housing Authority.

**Approved (4 to 0); Delgado Absent**

### **CC 2. Payment of Demands**

**Motion made by:** Councilmember King

**Seconded by:** Councilmember Allen

Approve Payment of Demands in the amount of \$3,157,704.61.

**Approved (4 to 0); Delgado Absent**

### **CC 3. City of Covina Investment Report for Month Ended May, 2025**

**Motion made by:** Councilmember King

**Seconded by:** Councilmember Allen

Receive and File.

**Approved (4 to 0); Delgado Absent**

### **CC 4. Miscellaneous Concrete Repair Project – Project No. P2601 - Award of Contract to CJ Concrete Construction, Inc. for an Amount of \$180,061**

**Motion made by:** Councilmember King

**Seconded by:** Councilmember Allen

1. Approve plans and specifications for the Miscellaneous Concrete Repair Project – Project No. P2601;

2. Award a contract for the Miscellaneous Concrete Repair Project to CJ Concrete Construction, Inc as the lowest responsive and responsible bidder in the amount of \$180,061 and authorize the City Manager to execute the contract;
3. Award a Professional Services Agreement (PSA) to CEJ Engineers, Inc. for Construction Management & Inspection Services for an amount not-to-exceed \$45,000 and authorize the City Manager to execute the agreement; and
4. Authorize a contingency amount of \$18,006.10 (10% of contract amount) for any unforeseen construction expenses.

**Approved (4 to 0); Delgado Absent**

**CC 6. Amendment to the Professional Services Agreement with Acorn Technology Services to Provide Onsite and Backup Support for Information Technology Services**

**Motion made by:** Councilmember King

**Seconded by:** Councilmember Allen

Authorize the City Manager to execute the amendment to the agreement with Acorn Technology Services.

**Approved (4 to 0); Delgado Absent**

**CC 7. City-Wide Pavement Management Program Update – Project No. P2603**

**Motion made by:** Councilmember King

**Seconded by:** Councilmember Allen

Award a Professional Services Agreement (PSA) for the City-Wide Pavement Management Program Update preparation to Bucknam Infrastructure Group, Inc. in the amount of \$60,275 and authorize the City Manager to execute the contract.

**Approved (4 to 0); Delgado Absent**

**CC 8. Renewal of Subrecipient Agreement for Senior Nutrition Program Services with YWCA of San Gabriel Valley for FY 2025-2026**

**Motion made by:** Councilmember King

**Seconded by:** Councilmember Allen

Approve the renewal of Subrecipient Agreement for Senior Nutrition Program Services with YWCA of San Gabriel Valley for FY 2025-2026 and authorize the City Manager to execute the Agreement.

**Approved (4 to 0); Delgado Absent**

**CC 9. Award of Professional Services Agreements (PSAs) for Construction Support and Submittal Review Services to EC + Associates Engineering, Inc. for an Amount Not-to-Exceed \$50,000 and Jake Martinez for an Amount Not-to-Exceed \$50,000**

**Motion made by:** Councilmember King  
**Seconded by:** Councilmember Allen

1. Award Professional Services Agreements (PSAs) for the Covina Recreation Village Project – Phase II – Library Building encompassing construction support and submittal review to EC + Associates Engineering, Inc. (structural engineering construction support services) for an amount not-to-exceed \$50,000 and Jake Martinez (architectural construction support services) for an amount not-to-exceed \$50,000 and authorize the City Manager to execute the PSAs; and
2. Adopt **Resolution CC 2025-78**, appropriating \$100,000 from Measure CC Fund – Fund Balance to be transferred into the Parks CIP Fund in order to supplement both PSAs.

**Approved (4 to 0); Delgado Absent**

**CC 10. Adoption of Ordinance 25-05**

**Motion made by:** Councilmember King  
**Seconded by:** Councilmember Allen

Adopt **Ordinance 25-05** Entitled, “Updating Chapter 9.48 of the Covina Municipal Code to Identify Additional Areas Where Smoking Is Prohibited”.

**Approved (4 to 0); Delgado Absent**

**CC 11. AB481 Annual Report for 2024**

**Motion made by:** Councilmember King  
**Seconded by:** Councilmember Allen

Review and Approve AB481 Annual Report for 2024.

**Approved (4 to 0); Delgado Absent**

**CONSENT CALENDAR ITEM PULLED FOR DISCUSSION**

**CC 5. Amendment No 1. To the Parking Enforcement Agreement**

Councilmember King requested that Police Chief Walczak provide more information on the item. Police Chief Walczak informed the City Council of the recent changes made regarding parking enforcement personnel and the results of those changes.

In response to an inquiry from Councilmember King, Police Chief Walczak stated that the Edward Bynes Grant received by the City helps to fund the City's Victim Advocate position.

Councilmember Allen applauded the City's continued efforts in securing and utilizing several grants.

**Motion made by:** Councilmember King  
**Seconded by:** Councilmember Allen

1. Approve Amendment No. 1 to the Agreement with Inter-Con Security Systems Inc. for parking enforcement services and authorize the City Manager or his designee to execute the amendment; and
2. Approve **Resolution CC 2025-79** increasing the Police Department 2025-26 budget revenue and appropriation by an additional \$27,951.

**Approved (4 to 0); Delgado Absent**

## **PUBLIC HEARINGS**

### **PH 1. Adopt Resolution Confirming the Engineer's Report Dated June 3, 2025 and Ordering the Levying of Assessments on Covina Landscaping District No. 1 for Fiscal Year 2026**

Mayor Linares opened the public hearing.

The agenda report was provided by Public Works Manager Sandy Costandi.

There were no public comments.

Mayor Linares closed the public hearing.

**Motion made by:** Councilmember King

**Seconded by:** Councilmember Allen

1. Conduct the public hearing and consider all testimony that may be presented; and
2. Adopt **Resolution CC 2025-74** confirming the Engineer's Report dated June 3, 2025 and ordering the levying of assessments on the Covina Landscaping District No. 1 for Fiscal Year 2026.

**Approved (4 to 0); Delgado Absent**

### **PH 2. Approving the Engineer's Report for Levying Assessments on the Vehicle Parking District No. 1 for FY 2026 and Confirming the Engineer's Report and Ordering the Levying and Collection of Assessments for Vehicle Parking District No. 1 for FY 2026**

Mayor Linares opened the public hearing.

The agenda report was provided by Public Works Manager Costandi.

There were no public comments.

Mayor Linares closed the public hearing.

**Motion made by:** Councilmember Cortez

**Seconded by:** Councilmember King

1. Conduct the public hearing and consider all testimony that may be presented;
2. Adopt **Resolution CC 2025-76** approving the Engineer's Report Dated June 3, 2025, for levying assessments on the Vehicle Parking District No. 1 for Fiscal Year 2026; and

3. Adopt **Resolution CC 2025-77** confirming the Engineer's Report dated June 3, 2025 and ordering the levying and collection of assessments for Vehicle Parking District No. 1 for Fiscal Year 2026.

**Approved (4 to 0); Delgado Absent**

**PH 3. Adopt Resolution Confirming the Engineer's Report dated June 3, 2025 and Ordering the Levying of Assessments on the Covina Lighting District No. 1978-79 for Fiscal Year 2026**

Mayor Linares opened the public hearing.

The agenda report was provided by Public Works Manager Costandi.

There were no public comments.

In response to a question from Councilmember King, Public Works Manager Costandi informed the City Council that the revenue short fall is approximately \$150,000.

Councilmember Allen expressed his dissatisfaction with the District's shortfall. City Manager Marcarello noted that the gap in funding has been shrinking year by year.

Mayor Linares closed the public hearing.

**Motion made by:** Councilmember King

**Seconded by:** Councilmember Cortez

1. Conduct the public hearing and consider all testimony that may be presented; and
2. Adopt **Resolution CC 2025-75** confirming the Engineer's Report dated June 3, 2025 and ordering the levying of assessments on the Covina Lighting District No. 1978-1979 for Fiscal Year 2026.

**Approved (4 to 0); Delgado Absent**

**ADJOURNMENT**

At 8:46 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, July 15, 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.

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Fabian Velez, Chief Deputy City Clerk

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Victor Linares, Mayor/Chair



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

ITEM NO. CC 5

**Meeting:** August 5, 2025  
**Title:** Payment of Demands  
**Presented by:** Theresa Franke, Director of Finance  
**Recommendation:** Approve Payment of Demands in the amount of \$8,898,524.34.

## EXECUTIVE SUMMARY:

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

### Accounts Payable Warrants June 27, 2025 – July 17, 2025

CITY checks/EFTs	\$ 6,663,814.48
CITY payroll	\$ 2,185,704.52
CITY voids	\$ (119.96)
Worker's Comp	\$ 48,784.61
	<u>\$ 8,898,183.65</u>
SACRA checks/EFTs	\$ 95.79
SACRA payroll	\$ 244.90
	<u>\$ 340.69</u>
TOTAL checks/EFTs	<u><u>\$ 8,898,524.34</u></u>

## DISCUSSION:

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

## FISCAL IMPACT:

Sufficient funding is available and the related costs are included in the Fiscal Year 24/25 and Fiscal Year 25/26 budget.

Respectfully submitted,

Theresa Franke  
Director of Finance





CITY OF COVINA  
Check Register  
June 27, 2025 - July 17, 2025

Check #	Check Date	Vendor	Name	Amount
6027	02/04/2025	1364	HOME DEPOT CREDIT SERVICES	1,796.37
6028	03/07/2025	1364	HOME DEPOT CREDIT SERVICES	11,889.72
6029	04/28/2025	1364	HOME DEPOT CREDIT SERVICES	8,570.42
6030	06/04/2025	1364	HOME DEPOT CREDIT SERVICES	4,422.86
6031	06/10/2025	1364	HOME DEPOT CREDIT SERVICES	8,577.85
6032	06/02/2025	5438	BMO	27,227.39
6033	06/02/2025	5438	BMO	1,905.25
6034	07/03/2025	4003	MidAmerica	3,263.66
6035	07/02/2025	5438	BMO	13,553.86
6036	07/02/2025	5438	BMO	7,669.48
6037	07/17/2025	4003	MidAmerica	2,996.97
20983	07/03/2025	487	CalPERS	6,721.29
20984	07/03/2025	487	CalPERS	97,661.83
20985	07/03/2025	788	COVINA, CITY OF	52,120.61 *
20986	07/03/2025	789	COVINA-FSA, CITY OF	1,632.82
20987	07/03/2025	2033	NATIONWIDE RETIREMENT SOLUTIONS	32,253.39
20988	07/03/2025	788	COVINA, CITY OF	95.71 *
20989	07/03/2025	2033	NATIONWIDE RETIREMENT SOLUTIONS	7,500.00
20990	07/03/2025	2033	NATIONWIDE RETIREMENT SOLUTIONS	140,851.90
20991	07/10/2025	2033	NATIONWIDE RETIREMENT SOLUTIONS	17,457.48
20992	07/17/2025	487	CalPERS	(415.23)
20993	07/17/2025	2033	NATIONWIDE RETIREMENT SOLUTIONS	11,129.47
20994	07/17/2025	487	CalPERS	94,365.53
20995	07/17/2025	788	COVINA, CITY OF	51,905.18 *
20996	07/17/2025	789	COVINA-FSA, CITY OF	1,632.82
20997	07/17/2025	2033	NATIONWIDE RETIREMENT SOLUTIONS	28,981.33
<b>subtotal EFT/wires/direct deposits</b>				<b>635,767.96</b>
Internal transfers - workers comp allocation - no net cash effect				(104,121.50) *
<b>subtotal EFT/wires/direct deposits less Internal Transfers</b>				<b>\$531,646.46</b>
127013	07/01/2025	5110	The Sherwin-Williams Company	110.83
127014	07/01/2025	5233	RODENT PEST TECHNOLOGIES	141.95
127015	07/02/2025	82	AIR-BREE HEATING	20,178.68
127016	07/02/2025	84	AIRGAS-WEST	400.46
127017	07/02/2025	239	AUTOZONE INC	62.97
127018	07/02/2025	254	AZUSA LIGHT & WATER	49.78
127019	07/02/2025	381	BOOMERANG BLUEPRINT	298.85
127020	07/02/2025	477	DEPT OF INDUSTRIAL RELATIONS	225.00
127021	07/02/2025	493	CWE	4,518.50
127022	07/02/2025	568	CAT SPECIALTIES INC	884.38
127023	07/02/2025	649	CINTAS CORP #693	389.63
127024	07/02/2025	664	CIVILTEC ENGINEERING INC.	24,013.60
127025	07/02/2025	700	COLLEY FORD	2.74
127026	07/02/2025	707	COMMERCIAL ELECTRIC SYSTEMS	6,888.00
127027	07/02/2025	783	CITY OF COVINA WATER	132.36
127028	07/02/2025	878	DELTA DENTAL OF CALIFORNIA	122.02
127029	07/02/2025	970	EDISON CO	3,436.44
127030	07/02/2025	970	EDISON CO	78,367.91
127031	07/02/2025	1055	FEDEX	8.95
127032	07/02/2025	1198	GLOBALSTAR LLC	103.99
127033	07/02/2025	1215	GONZALES, RICHARD	535.50

CITY OF COVINA  
Check Register  
June 27, 2025 - July 17, 2025

Check #	Check Date	Vendor	Name	Amount
127034	07/02/2025	1235	GRAINGER	1,302.31
127035	07/02/2025	1275	HAAKER EQUIPMENT CO	1,818.47
127036	07/02/2025	1387	HUNTER, JOHN L.	6,990.00
127037	07/02/2025	1420	INDEPENDENT CITIES ASSOC	2,563.40
127038	07/02/2025	1505	JOHNNY'S POOL SERVICE	475.09
127039	07/02/2025	1531	JW LOCK CO INC	88.40
127040	07/02/2025	1614	LA CNTY FIRE DEPARTMENT	1,118,875.80
127041	07/02/2025	1663	LAW ENFORCEMENT MEDICAL	1,625.00
127042	07/02/2025	1680	LEAGUE OF CALIF CITIES	1,349.25
127043	07/02/2025	1751	LOU'S GLASS HOUSE OF COVINA	150.00
127044	07/02/2025	1788	MAMMOTH AUDIO SYSTEMS	1,200.00
127045	07/02/2025	1933	MISSION LINEN SUPPLY	22.77
127046	07/02/2025	2027	NAPA AUTO PARTS	3,068.74
127047	07/02/2025	2270	PLUMBING WHOLESALE OUTLET	272.16
127048	07/02/2025	2444	RIO HONDO COLLEGE	50.00
127049	07/02/2025	2541	SAN GAB BASIN WATER QUAL AUTH	2,843.34
127050	07/02/2025	2800	T MOBILE USA	376.56
127051	07/02/2025	2818	GABE BF VAN LEEUWEN	296.10
127052	07/02/2025	2846	THOMAS, TERRI	990.00
127053	07/02/2025	2855	CHARTER COMMUNICATIONS	357.13
127054	07/02/2025	2954	URBAN GRAFFITI ENTERPRISES INC	6,915.36
127055	07/02/2025	3023	VULCAN MATERIALS COMPANY	2,303.91
127056	07/02/2025	3070	WEST COAST ARBORISTS INC	1,038.60
127057	07/02/2025	3082	WESTERN WATER WORKS SUPPLY	369.08
127058	07/02/2025	3185	TOSHIBA FINANCIAL SERVICES	1,521.76
127059	07/02/2025	3190	LAYNE, JONATHAN DANIEL	546.00
127060	07/02/2025	3235	COOK, SHAWNA	974.40
127061	07/02/2025	3656	PLAY-WELL TEKNOLOGIES	3,024.00
127062	07/02/2025	3729	SUNBELT RENTALS INC	285.66
127063	07/02/2025	3771	BLACK & WHITE EMERGENCY VEHICLES	22,730.98
127064	07/02/2025	3898	VertiGIS North America Ltd.	3,002.00
127065	07/02/2025	3929	BOOT BARN INC	150.00
127066	07/02/2025	3932	ARLENE D. MAR	168.00
127067	07/02/2025	3982	CAROL A CUGNO	310.01
127068	07/02/2025	3988	LANDSCAPE WAREHOUSE III	916.61
127069	07/02/2025	4065	VERIZON WIRELESS	707.95
127070	07/02/2025	4089	MEASOM, DEVIN THOMAS	995.00
127071	07/02/2025	4279	BOSS JANITORIAL SERVICES	13,068.45
127072	07/02/2025	4332	ERIC ARROYO	1,350.00
127073	07/02/2025	4349	Intelli-Tech	2,321.15
127074	07/02/2025	4350	RKA Consulting Group	19,182.50
127075	07/02/2025	4360	MOORE IACOFANO GOLTSMAN, INC.	9,725.00
127076	07/02/2025	4379	789, Inc.	6,061.45
127077	07/02/2025	4433	JAIME YAMASHITA	3,145.00
127078	07/02/2025	4434	GOVERNMENTJOBS.COM, INC	10,661.48
127079	07/02/2025	4455	FRONTIER	561.00
127080	07/02/2025	4483	DALE A. GARRISON	182.00
127081	07/02/2025	4644	Christopher Barnes	400.00
127082	07/02/2025	4710	Fidelity Security Life Insurance Company	8.62
127083	07/02/2025	4764	UniFirst Corporation	632.49

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127084	07/02/2025	4790	Kevin Klein	1,200.00
127085	07/02/2025	4804	Vihulu L. Villagran	315.00
127086	07/02/2025	4817	Weck Analytical Environmental Services, Inc.	203.00
127087	07/02/2025	4829	Alicia A. Flores	201.60
127088	07/02/2025	4854	CEJ Engineers, Inc.	5,000.00
127089	07/02/2025	4931	Antonio Castro Jr	990.00
127090	07/02/2025	5075	Amalia Q. Seresinghe	689.00
127091	07/02/2025	5109	SITEREP CONSTRUCTION SERVICES, INC.	45,560.00
127092	07/02/2025	5245	THERESA FLORES-FRANKE	40.00
127093	07/02/2025	5269	CONTROL AIR ENTERPRISES LLC.	9,409.00
127094	07/02/2025	5291	AMAZON CAPITAL SERVICES, INC	991.30
127095	07/02/2025	5319	MAVERICK DATA SYSTEMS	2,500.00
127096	07/02/2025	5354	MALLORY SAFETY & SUPPLY LLC	544.91
127097	07/02/2025	5422	CANDELARIA MARROQUIN	284.60
127098	07/02/2025	5423	SUSAN T SCHOCK	411.60
127099	07/02/2025	5425	AQMNI LLC	2,004.00
127100	07/02/2025	5513	GOVERNMENT FORMS AND SUPPLIES LLC	384.40
127101	07/02/2025	5549	AMANDA LOPEZ	508.20
127102	07/02/2025	5550	LEAH DAWN OSIER	1,187.50
127103	07/02/2025	5553	SOUTHERN TIRE MART LLC	417.54
127104	07/02/2025	5568	PERERA CONSTRUCTION & DESIGN, INC.	212,211.00
127105	07/02/2025	5580	ROLLINS, INC	147.00
127106	07/02/2025	5582	KATHARINE CURTISS	995.00
127107	07/02/2025	5603	KAYLEE L BARNITT	722.40
127108	07/02/2025	5611	LYNN GONZALEZ	128.64
127109	07/02/2025	5626	JENNIFER KOU	604.10
127110	07/02/2025	5629	MINUTEMAN PRESS COVINA	124.88
127111	07/02/2025	5641	ANTONIO IBARRA VEGA	189.00
127112	07/02/2025	5642	SOFIA ANNA CHAVEZ	491.76
127113	07/02/2025	5647	KEITH J. MCHUGH	98.00
127114	07/02/2025	5665	WCS DISTRIBUTING INC.	2.81
127115	07/02/2025	5666	CALIFORNIA ACADEMY FOR ECONOMIC DEVELOPMENT, THE	1,300.00
127116	07/02/2025	5668	MARTIN LEASING CORPORATION	213.50
127117	07/02/2025	5677	PAULO SERGIO REYNAGA	1,200.00
127118	07/02/2025	5682	INNOVATIVE MAINTENANCE SYSTEMS, INC	600.00
127119	07/02/2025	5685	ACP PUBLICATIONS & MARKETING	183.44
127120	07/02/2025	5686	RAFTELIS FINANCIAL CONSULTANTS, INC.	2,973.75
127121	07/02/2025	99999	ANGEL CARRILLO	28.21
127122	07/02/2025	99999	CANDACE ABAD	137.94
127123	07/02/2025	99999	DESIREE JIMENEZ	62.31
127124	07/02/2025	99999	FABIAN VELEZ	336.00
127125	07/02/2025	99999	HEIDI MACADAM	114.68
127126	07/02/2025	99999	JENNIFER MCDOWELL	35.54
127127	07/02/2025	99999	PATRICIA CORTEZ	563.92
127128	07/02/2025	99999	SOPHIA HERRERA	256.01
127129	07/03/2025	68	AFLAC ACCT# YQ792 WORLDWIDE HEADQUARTERS	4,647.47
127130	07/03/2025	69	AFSCME District Council 36	687.50
127131	07/03/2025	775	COVINA POLICE ASSOCIATION	3,050.00
127132	07/03/2025	878	DELTA DENTAL OF CALIFORNIA	9,090.49
127133	07/03/2025	1106	FRANCHISE TAX BOARD	1,541.60

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127134	07/03/2025	1619	LOS ANGELES COUNTY SHERIFFS DEPARTMENT	863.67
127135	07/03/2025	3795	PRE-PAID LEGAL SERVICES, INC	141.53
127136	07/03/2025	3846	CLEA	1,072.00
127137	07/03/2025	4255	RELIASTAR LIFE INSURANCE COMPANY	4,558.91
127138	07/03/2025	4710	Fidelity Security Life Insurance Company	969.72
127139	07/09/2025	19	AARDVARK	442.00
127140	07/09/2025	82	AIR-BREE HEATING	403.82
127141	07/09/2025	84	AIRGAS-WEST	755.04
127142	07/09/2025	128	ALLIANT INSURANCE SERVICES INC	329.00
127143	07/09/2025	333	BERLITZ LANGUAGES, INC.	60.00
127144	07/09/2025	477	DEPT OF INDUSTRIAL RELATIONS	575.00
127145	07/09/2025	649	CINTAS CORP #693	389.63
127146	07/09/2025	653	CITRUS AUTO UPHOLSTERY	138.67
127147	07/09/2025	654	CITRUS CAR WASH	165.95
127148	07/09/2025	700	COLLEY FORD	571.37
127149	07/09/2025	766	COVINA DISPOSAL CO	18,745.89
127150	07/09/2025	783	CITY OF COVINA WATER	603.12
127151	07/09/2025	819	Public Risk, Innovation, Solutions, and Management	1,400,743.00
127152	07/09/2025	970	EDISON CO	80,956.56
127153	07/09/2025	1055	FEDEX	16.17
127154	07/09/2025	1075	WEX BANK	229.61
127155	07/09/2025	1075	WEX BANK	113.08
127156	07/09/2025	1235	GRAINGER	1,995.66
127157	07/09/2025	1417	IMS COMMERCIAL ICE SYSTEM REGRIGATION	1,368.09
127158	07/09/2025	1605	LA CNTY AUDITOR CONTROLLER	2,762.13
127159	07/09/2025	1614	LA CNTY FIRE DEPARTMENT	1,086,077.97
127160	07/09/2025	1694	LEWIS ENGRAVING INC	28.73
127161	07/09/2025	1707	LIEBERT CASSIDY WHITMORE	24,956.95
127162	07/09/2025	1759	LU'S LIGHTHOUSE INC	60.65
127163	07/09/2025	1788	MAMMOTH AUDIO SYSTEMS	1,200.00
127164	07/09/2025	1792	MANNING & KASS	3,950.52
127165	07/09/2025	1895	MERRIMAC ENERGY GROUP	30,163.17
127166	07/09/2025	1933	MISSION LINEN SUPPLY	22.77
127167	07/09/2025	2027	NAPA AUTO PARTS	381.29
127168	07/09/2025	2091	O REILLY AUTO PARTS	465.92
127169	07/09/2025	2275	POIRIER, ROBERT	140.00
127170	07/09/2025	2345	QUILL	265.80
127171	07/09/2025	2415	REPUBLIC MASTER CHEFS	242.52
127172	07/09/2025	2426	REYNOLDS MOTOR CORP.	606.38
127173	07/09/2025	2619	SGV EXAMINER	143.00
127174	07/09/2025	2676	SMART AND FINAL IRIS CORP	413.17
127175	07/09/2025	2711	SOUTHEAST CONSTRUCTION PRODUCTS - COVINA	181.61
127176	07/09/2025	2736	STAPLES BUSINESS ADVANTAGE	282.37
127177	07/09/2025	2855	CHARTER COMMUNICATIONS	148.16
127178	07/09/2025	2935	UNDERGROUND SERVICE ALERT	266.78
127179	07/09/2025	2954	URBAN GRAFFITI ENTERPRISES INC	6,075.36
127180	07/09/2025	2958	USPS - POC ACCOUNT #8098154	1,175.27
127181	07/09/2025	2995	VENTEK INTERNATIONAL	7,575.00
127182	07/09/2025	3052	WATERLINE TECHNOLOGIES INC	2,329.82
127183	07/09/2025	3701	DEPARTMENT OF JUSTICE	1,242.00

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127184	07/09/2025	3729	SUNBELT RENTALS INC	357.00
127185	07/09/2025	3796	RICHARDS, WATSON & GERSHON	16,195.60
127186	07/09/2025	3988	LANDSCAPE WAREHOUSE III	96.15
127187	07/09/2025	4133	WESTERN A/V	2,215.92
127188	07/09/2025	4225	CORELOGIC SOLUTIONS, LLC	238.70
127189	07/09/2025	4349	Intelli-Tech	17,000.00
127190	07/09/2025	4438	CALIFORNIA COMPUTER SCHOOLS, INC	75.00
127191	07/09/2025	4455	FRONTIER	6,890.34
127192	07/09/2025	4509	Norman A Traub	11,923.04
127193	07/09/2025	4667	Ocean Blue Environmental Services, Inc.	7,770.75
127194	07/09/2025	4713	Fisher Integrated, Inc.	1,200.00
127195	07/09/2025	4714	CIR, Inc.	38,366.09
127196	07/09/2025	4764	UniFirst Corporation	912.20
127197	07/09/2025	4766	HASA, INC.	2,067.49
127198	07/09/2025	4814	PTM General Engineering Services, Inc.	161,402.88
127199	07/09/2025	4817	Weck Analytical Environmental Services, Inc.	357.00
127200	07/09/2025	4824	Occu-Med, Ltd.	6,201.90
127201	07/09/2025	4863	La Verne Power Equipment	876.86
127202	07/09/2025	5052	SKY JTC CORPORATION	3,829.50
127203	07/09/2025	5109	SITEREP CONSTRUCTION SERVICES, INC.	54,934.70
127204	07/09/2025	5186	DAYSMART SOFTWARE	583.27
127205	07/09/2025	5213	TANGLED WEB SOLUTIONS: INVESTIGATIONS	1,923.60
127206	07/09/2025	5280	ALDERMAN & HILGERS LLP	1,080.00
127207	07/09/2025	5383	MERCURY MAILING SYSTEMS, INC.	3,038.49
127208	07/09/2025	5472	BRIAN F. KING CONSULTING INC	2,500.00
127209	07/09/2025	5488	MICHAEL E. GOLD, M.D. INC	6,000.00
127210	07/09/2025	5531	CU TECHNOLOGY LLC / ACORN TECHNOLOGY SERVICES	18,000.00
127211	07/09/2025	5553	SOUTHERN TIRE MART LLC	479.38
127212	07/09/2025	5578	Daniella Andrade	38.50
127213	07/09/2025	5599	VISIONS RECYCLING INC	367.13
127214	07/09/2025	5629	MINUTEMAN PRESS COVINA	259.68
127215	07/09/2025	5655	COVINA VALLEY WATER COMPANY	296,939.09
127216	07/09/2025	5668	MARTIN LEASING CORPORATION	779.86
127217	07/09/2025	5676	NEAL SHELTON ENTERTAINMENT	2,100.00
127218	07/09/2025	5688	CHRISTOPHER E. MEDINA	397.80
127219	07/09/2025	5689	POLICE OFFICERS RESEARCH ASSOCIATION OF CALIFORNIA	969.00
127220	07/09/2025	5690	ELPS CAR WASH	119.96
127221	07/09/2025	99999	ADELINA LAO	30.00
127222	07/09/2025	99999	ADVANCE AUTO PARTS	7,000.00
127223	07/09/2025	99999	ANTONIO ZAVALA	244.00
127224	07/09/2025	99999	CECILIA ACOSTA	80.00
127225	07/09/2025	99999	EDDIE ROBLES	3,800.00
127226	07/09/2025	99999	JORGE LOPEZ	405.85
127227	07/09/2025	99999	MERCENIA LUGO	796.50
127228	07/09/2025	99999	REBECCA JONES	30.00
127229	07/09/2025	99999	SOCAL POOL BOYS	645.00
127230	07/09/2025	99999	T-REX DEMOLITION INC.	390.00
127231	07/09/2025	99999	VAHAG ARUTYUNYAN	11,000.00
127232	07/17/2025	219	AT&T	2,884.70
127233	07/17/2025	221	AT&T MOBILITY	4.14

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127234	07/17/2025	572	CATHOLIC CHARITIES OF LOS ANGELES	1,823.00
127235	07/17/2025	819	Public Risk, Innovation, Solutions, and Management	330,225.00
127236	07/17/2025	849	DAPEER ROSENBLIT & LITVAK LLP	106.50
127237	07/17/2025	970	EDISON CO	5,301.14
127238	07/17/2025	1055	FEDEX	30.02
127239	07/17/2025	1156	THE GAS COMPANY	969.40
127240	07/17/2025	1204	GOLDEN STATE WATER COMPANY	2,178.50
127241	07/17/2025	1361	HOLLIDAY ROCK CO INC	2,437.33
127242	07/17/2025	1401	INTERNATIONAL CODE COUNCIL INC	735.00
127243	07/17/2025	1429	INLAND EMPIRE STAGES	1,854.37
127244	07/17/2025	1437	INTER-CON SECURITY SYSTEMS INC	13,501.62
127245	07/17/2025	1531	JW LOCK CO INC	213.01
127246	07/17/2025	1559	KEYSER MARSTAN ASSOCIATES INC.	1,032.50
127247	07/17/2025	1561	KEYSTONE UNIFORM DEPOT	594.80
127248	07/17/2025	1615	REGIONAL TAP SERVICE CENTER	20.00
127249	07/17/2025	1646	LANGUAGE LINE SERVICES INC	6.58
127250	07/17/2025	1707	LIEBERT CASSIDY WHITMORE	4,425.00
127251	07/17/2025	1792	MANNING & MARDER KASS,	154,882.70
127252	07/17/2025	2004	MUNICIPAL MGMT ASSOC OF SOCAL	125.00
127253	07/17/2025	2329	PUENTE READY MIX INC	1,073.29
127254	07/17/2025	2407	REGIONAL TAP SERVICE CENTER	249.46
127255	07/17/2025	2444	RIO HONDO COLLEGE	425.00
127256	07/17/2025	2709	KIWANIS CLUB OF COVINA SOUTH HILLS	245.00
127257	07/17/2025	2790	SWANK MOTION PICTURES INC	1,530.00
127258	07/17/2025	2800	T MOBILE USA	115.00
127259	07/17/2025	2852	THREE VALLEY MUN WATER DISTR	6,423.00
127260	07/17/2025	2926	TYLER TECHNOLOGIES INC.	52,520.52
127261	07/17/2025	2954	URBAN GRAFFITI ENTERPRISES INC	7,200.00
127262	07/17/2025	3001	VERIZON WIRELESS	14,192.71
127263	07/17/2025	3004	VICTORY EXTERMINATING INC	75.00
127264	07/17/2025	3023	VULCAN MATERIALS COMPANY	1,245.34
127265	07/17/2025	3102	WILLDAN FINANCIAL SERVICES	2,551.95
127266	07/17/2025	3274	WILLDAN	17,510.50
127267	07/17/2025	3729	SUNBELT RENTALS INC	357.00
127268	07/17/2025	3735	QUADIENT LEASING USA, INC.	852.77
127269	07/17/2025	3796	RICHARDS, WATSON & GERSHON	8,032.33
127270	07/17/2025	3823	JEEPERS CREEPERS EXTERMINATING	274.00
127271	07/17/2025	3839	DOANE AND HARTWIG WATER SYSTEMS, INC.	225.44
127272	07/17/2025	3929	BOOT BARN INC	290.26
127273	07/17/2025	3988	LANDSCAPE WAREHOUSE III	2,760.92
127274	07/17/2025	4077	INTERWEST CONSULTING GROUP INC	11,934.00
127275	07/17/2025	4116	COM-NET JPA	72,252.64
127276	07/17/2025	4201	OFFICE TEAM - A ROBERT HALF COMPANY	13,335.56
127277	07/17/2025	4350	RKA Consulting Group	17,682.50
127278	07/17/2025	4360	MOORE IACOFANO GOLTSMAN, INC.	11,292.50
127279	07/17/2025	4444	URBAN RESTORATION GROUP US INC	549.97
127280	07/17/2025	4455	FRONTIER	3,919.17
127281	07/17/2025	4571	POWER SECURITY GROUP INC	11,132.00
127282	07/17/2025	4582	USABUEBOOK	793.88
127283	07/17/2025	4728	West Coast Telcom Products	2,671.84

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127284	07/17/2025	4765	AMC Modern IT	2,760.30
127285	07/17/2025	4766	HASA, INC.	1,480.43
127286	07/17/2025	4813	JOHNSON CONTROLS FIRE PROTECTION LP	1,070.23
127287	07/17/2025	4817	Weck Analytical Environmental Services, Inc.	2,129.00
127288	07/17/2025	4885	ELIE FARAH	27,410.00
127289	07/17/2025	4886	DG Collision LLC	18,485.67
127290	07/17/2025	4960	Data Ticket, Inc.	200.00
127291	07/17/2025	4977	Enterprise FM Trust	4,700.72
127292	07/17/2025	5047	SAN GABRIEL VALLEY REGIONAL HOUSING TRUST	16,910.72
127293	07/17/2025	5081	Veolia ES Technical Solutions, LLC	237.83
127294	07/17/2025	5117	Steam It All LLC	620.00
127295	07/17/2025	5138	Ricoh USA, Inc.	300.31
127296	07/17/2025	5139	Crown Castle Fiber LLC	925.00
127297	07/17/2025	5169	Occupational Health Centers of California	73.00
127298	07/17/2025	5228	ODP BUSINESS SOLUTIONS, LLC	226.47
127299	07/17/2025	5241	BLUERAY AQUATICS	6,408.78
127300	07/17/2025	5269	CONTROL AIR ENTERPRISES LLC.	2,019.00
127301	07/17/2025	5280	ALDERMAN & HILGERS LLP	7,152.09
127302	07/17/2025	5331	SPERIDAN TECHNOLOGIES LLC	5,869.00
127303	07/17/2025	5336	ABI DOCUMENT SUPPORT SERVICES LLC	3,695.31
127304	07/17/2025	5355	CivicPlus LLC	9,710.16
127305	07/17/2025	5376	BLUEBEAM INC	6,930.00
127306	07/17/2025	5377	ClearGov Inc	11,797.80
127307	07/17/2025	5394	SIERRA PLUMBING & DRAIN CLEANING	500.00
127308	07/17/2025	5435	CORE & MAIN LP	846.02
127309	07/17/2025	5439	PARKWOOD LANDSCAPE MAINTENANCE INC	18,928.82
127310	07/17/2025	5521	COMPRESSOR DESIGN AND SERVICES INC	1,256.00
127311	07/17/2025	5533	KOSMONT & ASSOCIATES INC	410.80
127312	07/17/2025	5573	GUARDIAN ALLIANCE TECHNOLOGIES, INC.	195.00
127313	07/17/2025	5607	ACLARA TECHNOLOGIES LLC	15,036.84
127314	07/17/2025	5629	MINUTEMAN PRESS COVINA	342.55
127315	07/17/2025	5661	GEMINI GROUP CONSULTING, LLC	6,555.00
127316	07/17/2025	5662	REM INDUSTRIES LLC	262.46
127317	07/17/2025	5680	PREMIER AQUATIC SERVICES	17,234.67
127318	07/17/2025	5686	RAFTELIS FINANCIAL CONSULTANTS, INC.	1,248.75
127319	07/17/2025	5689	POLICE OFFICERS RESEARCH ASSOCIATION OF CALIFORNIA	1,342.50
127320	07/17/2025	5690	ELPS CAR WASH	119.96
127321	07/17/2025	5691	ROSALIE COVINA LLC	5,512.80
127322	07/17/2025	5692	RETRO-SPEC PRINTING	3,799.48
127323	07/17/2025	99999	ARTHUR ZAVALA	1,350.00
127324	07/17/2025	99999	CHRIS MARCARELLO	1,215.16
127325	07/17/2025	99999	CIENEGA GARDENS LLC	15,423.00
127326	07/17/2025	99999	DAVID MEADOWS	47.61
127327	07/17/2025	99999	DAVID SMITH	168.93
127328	07/17/2025	99999	EDWIN MANGUNE	15.13
127329	07/17/2025	99999	FACE TO FACE	32.78
127330	07/17/2025	99999	LIFEARK SPC	64.26
127331	07/17/2025	99999	LIFEARK SPC	68.02
127332	07/17/2025	99999	LIFEARK SPC	53.70
127333	07/17/2025	99999	MINGMING XUE	209.66

CITY OF COVINA  
Check Register  
June 27, 2025 - July 17, 2025

Check #	Check Date	Vendor	Name	Amount
127334	07/17/2025	99999	XIAO DENG	73.44
127336	07/17/2025	68	AFLAC ACCT# YQ792 WORLDWIDE HEADQUARTERS	4,647.47
127337	07/17/2025	69	AFSCME District Council 36	687.50
127338	07/17/2025	775	COVINA POLICE ASSOCIATION	3,250.00
127339	07/17/2025	878	DELTA DENTAL OF CALIFORNIA	9,090.49
127340	07/17/2025	1106	FRANCHISE TAX BOARD	1,541.60
127341	07/17/2025	1619	LOS ANGELES COUNTY SHERIFFS DEPARTMENT	853.66
127342	07/17/2025	3795	PRE-PAID LEGAL SERVICES, INC	141.53
127343	07/17/2025	3846	CLEA	1,104.00
127344	07/17/2025	4255	RELIASTAR LIFE INSURANCE COMPANY	4,791.64
127345	07/17/2025	4710	Fidelity Security Life Insurance Company	969.72
			<b>subtotal checks</b>	<b>\$ 6,132,263.81</b>
126563	06/05/2025	654	CITRUS CAR WASH	(119.96)
			<b>subtotal voids</b>	<b>(119.96)</b>
			<b>payroll (07/03/25)</b>	<b>\$ 1,135,084.24</b>
			<b>payroll (07/17/25)</b>	<b>\$ 1,050,865.18</b>
			<b>workers' compensation</b>	<b>\$ 48,784.61</b>
<b>TOTAL checks/EFTs</b>				<b>\$8,898,524.34</b>





## CC Regular Meeting AGENDA ITEM REPORT

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**Meeting:** August 5, 2025  
**Title:** City of Covina Investment Report for Month Ended June 30, 2025  
**Presented by:** Theresa Franke, Director of Finance  
Charles Russom, Sr. Management Analyst  
**Recommendation:** Receive and File.

### EXECUTIVE SUMMARY:

Pursuant to Government Code Section 53600 et seq. and Section 4.0 of the City of Covina's Investment Policy, a monthly investment report must be provided to the City Council and City Manager, containing detailed information of all securities, investments and monies of the City.

### DISCUSSION:

The attached report for the City and Successor Agency reflects the portfolio balances for the month ended June 30, 2025. The report is in conformity with the City's Investment Policy as well as Government Code 53601. In accordance with the City's Investment Policy, the City Council authorizes staff to continue investing the City's idle funds in similar securities as those presented in these reports attached hereto. There is sufficient investment liquidity to meet the required reserve limits of the City's operations.

### FISCAL IMPACT:

None to receive and file.

Respectfully submitted,

Theresa Franke  
Director of Finance

Charles Russom  
Senior Management Analyst



**CITY OF COVINA INVESTMENT REPORT  
FOR THE MONTH ENDED JUNE 30, 2025**

<b>CASH PER BANK AND INVESTMENT BALANCE</b>	<b>5/31/2025</b>	<b>\$98,072,364.80</b>
RECEIPTS	6/1/25-6/30/25	14,501,747.34
DISBURSEMENTS	6/1/25-6/30/25	<u>(13,500,054.73)</u>
<b>CASH PER BANK AND INVESTMENT BALANCE</b>	<b>6/30/2025</b>	<b><u>\$99,074,057.41</u></b>
<b>ANALYSIS OF CASH PER BANK AND INVESTMENT BALANCE - BOOK VALUE</b>		
INVESTMENT PORTFOLIO	Attachment A-2	\$53,937,687.23
LOCAL AGENCY INVESTMENT FUND	Attachment A-4	<u>39,005,720.90</u>
<b>TOTAL PUBLIC INVESTMENTS</b>		<b>92,943,408.13</b>
CHECKING / PETTY / STIFEL CASH BALANCES		<u>6,130,649.28</u>
<b>CASH PER BANK AND INVESTMENT BALANCE</b>	<b>6/30/2025</b>	<b>99,074,057.41</b>
CASH HELD BY BOND TRUSTEES		<u>3,251,867.66</u>
<b>TOTAL CASH PER BANK AND INVESTMENT / BOND TRUSTEE CASH BALANCE</b>	<b>6/30/2025</b>	<b><u>\$102,325,925.07</u></b>

The purpose of this report is to provide readers with the overall cash position of the City. There is sufficient investment liquidity to meet the required reserve limits of the City's operations.

**CITY OF COVINA  
CASH AND INVESTMENT SUMMARY  
FOR THE MONTH ENDED JUNE 30, 2025**

TYPE OF INVESTMENT	ISSUER	BOOK VALUE	ACQUISITION DATE	MATURITY DATE	MARKET VALUE
<b>City of Covina:</b>					
Drawer & Petty Cash	N/A	\$7,780.12	N/A	N/A	\$7,780.12
General - Checking Account	BMO	3,062,212.54	N/A	Demand	3,062,212.54
Public Agency Saving - Parking Fines	BMO	95,244.12	N/A	Demand	95,244.12
Utility Billing Account	BMO	56,925.33	N/A	Demand	56,925.33
Workers' Compensation - Checking Account	BMO	84,136.73	N/A	Demand	84,136.73
Payroll - Checking Account	BMO	311,508.71	N/A	Demand	311,508.71
Money Market	BMO	2,127,966.19	N/A	Demand	2,127,966.19
AFLAC Flexible Spending Account	BMO	20,791.27	N/A	Demand	20,791.27
STIFEL Cash Per GL	Various	364,084.27	Various	Various	364,084.27
STIFEL Investment Portfolio	Various	53,937,687.23	Various	Various	53,953,174.27
Local Agency Investment Fund	State of California	39,005,720.90	N/A	Demand	39,005,720.90
Subtotal (A)		<b>\$99,074,057.41</b>			<b>\$99,089,544.45</b>
<b>Cash Held With 3rd Party Administrator:</b>					
TRIP 2017A Covina	Wilmington Trust	\$783.07	N/A	Demand	\$783.07
LA County Loan Agreement	U.S. Bank	1,625,075.53	N/A	Demand	1,625,075.53
Other Post-Employment Benefits	Charles Schwab	1,625,067.55	N/A	Demand	1,625,067.55
2021 Taxable Pension Obligation Bonds	U.S. Bank	938.92	N/A	Demand	938.92
2019 Wastewater Refunding Bonds	U.S. Bank	2.59	N/A	Demand	2.59
Subtotal (B)		<b>\$3,251,867.66</b>			<b>\$3,251,867.66</b>
<b>TOTAL (A+B)</b>		<b>\$102,325,925.07</b>			<b>\$102,341,412.11</b>

The purpose of this schedule is to show the total cash and investments held by the City of Covina by account.

**Exhibit A-2**  
**CITY OF COVINA**  
 Stifel  
 Investment Portfolio as of  
 June 2025

Issuer	Purchase Date	Market Price Per Share	Qty	Total Original Cost Value	Coupon	CUSIP	Maturity	Trustee
FEDL Agric MTG Corp-Medium Term Note	06/30/22	96.110000	1,000,000	\$ 915,357.70	0.9400	31422XGQ9	10/26/2026	Stifel
FEDL Agric MTG Corp - Medium Term Note	07/02/24	100.019000	1,000,000	1,000,000.00	5.2700	31424WLD2	7/9/2027	Stifel
FEDL Agric MTG Corp - Medium Term Note	01/16/25	100.016000	1,000,000	1,000,000.00	4.6300	3134HAW66	12/30/2027	Stifel
<b>Total Agricultural Mortgage</b>			<b>3,000,000</b>	<b>\$ 2,915,357.70</b>				
Federal Farm Credit Bank Bond	6/10/2025	100.8440	1,000,000	\$ 1,009,342.56	4.1064	3133EPZY4	7/30/2026	Stifel
FEDL Farm Credit Bank Bond	02/02/22	96.404000	1,000,000	996,151.59	1.5000	3133ENKV1	1/13/2027	Stifel
Federal Farm Credit Bank Bond	04/07/22	98.684000	1,000,000	1,007,278.29	3.1500	3133EJDV8	3/22/2027	Stifel
FEDL Farm Credit Bank Bond	08/12/24	99.920000	1,000,000	1,000,000.00	4.6200	3133ERN56	8/12/2027	Stifel
<b>Total Federal Farm Credit</b>			<b>4,000,000</b>	<b>\$ 4,012,772.44</b>				
Tennessee Valley Auth-PWR Bond 1995 SER E	06/30/22	100.719000	1,000,000	\$ 1,012,360.33	6.7500	880591CJ9	11/1/2025	Stifel
FEDL Home Loan Bank Bond	02/02/22	99.290000	1,000,000	1,005,184.93	2.6250	3130A6ZQ3	12/12/2025	Stifel
FEDL Home Loan Bank Bond	04/07/22	98.906000	1,000,000	1,003,611.45	3.0000	3130A2VE3	9/11/2026	Stifel
FEDL Home Loan Bank Bond	11/04/24	99.892000	1,000,000	1,000,000.00	4.3300	3133ERZM6	11/5/2026	Stifel
FEDL Home Loan Bank Bond	11/26/24	99.911000	1,000,000	1,000,000.00	4.5479	3133ERZS3	11/12/2027	Stifel
FEDL Home Loan Bank Bond	11/19/24	99.871000	1,000,000	1,000,000.00	4.6248	3130B3RN5	11/19/2027	Stifel
FEDL Home Loan Bank Bond	12/10/24	99.789000	1,000,000	1,000,000.00	4.5000	3130B42Y6	12/23/2027	Stifel
FEDL Home Loan Bank Bond	02/18/25	99.918000	1,000,000	1,000,000.00	4.6000	3130B4YQ8	2/25/2028	Stifel
FEDL Home Loan Bank Bond	12./23/2024	100.287000	1,000,000	1,001,962.88	4.6840	3130B0EE5	3/6/2028	Stifel
FEDL Home Loan MTG Corp-Pool #WN2479	12/04/23	101.178600	1,000,000	993,437.50	4.9400	3132XGXH4	5/1/2028	Stifel
FEDL NATL MTG ASSN-Pool#BSB8718 Balloon	03/05/24	100.333100	1,000,000	986,562.50	4.3800	3140LKVL4	6/1/2028	Stifel
FEDL Home Loan Bank Bond	10/25/24	99.555000	1,000,000	1,000,000.00	4.5300	3130B3AS2	10/16/2028	Stifel
FEDL Home Loan Bank Bond	11/04/24	99.992000	1,000,000	1,000,000.00	4.6700	3133ERZT1	11/7/2028	Stifel
FEDL Home Loan MTG Corp - Medium Term Note	11/19/24	99.932000	1,000,000	1,000,000.00	4.8982	3134HAXZ1	11/7/2028	Stifel
FEDL Home Loan MTG Corp-POOL#WN2537	04/16/24	101.207000	1,000,000	989,687.50	4.9000	3132XGZB5	12/1/2028	Stifel
FEDL Home Loan MTG Corp-Pool#WN2534	02/16/24	101.048200	1,000,000	997,187.50	4.9000	3132XGY83	12/1/2028	Stifel
FEDL Home Loan MTG Corp-POOL#WN2559	4/10/2024	100.650100	1,000,000	979,062.50	4.6000	3132XGZZ2	1/1/2029	Stifel
FEDL Home Loan Bank Bond	01/14/25	99.886000	1,000,000	1,000,000.00	5.0000	3130B4MG3	1/16/2029	Stifel
FEDL NATL MTG ASSN Note	10/25/24	100.038000	1,000,000	1,000,000.00	4.4000	3135GAXR7	8/3/2029	Stifel
FEDL Home Loan Bank Bond	09/04/24	99.169000	980,000	980,000.00	4.2000	3130B2GZ2	8/13/2029	Stifel
FEDL Home Loan Bank Bond	09/09/24	98.926000	2,000,000	2,000,000.00	4.0000	3130B2NS0	9/4/2029	Stifel
FEDL Home Loan Bank Bond	10/25/24	99.687000	1,000,000	990,500.00	4.0000	3130B32X0	10/2/2029	Stifel
FEDL Home Loan Bank Bond	10/25/24	99.467000	1,000,000	1,000,000.00	4.6500	3130B3F65	10/22/2029	Stifel
FEDL Home Loan Bank Bond	11/05/24	99.802000	1,000,000	1,000,000.00	4.5000	3130B3M67	11/13/2029	Stifel
FEDL Home Loan Bank Bond	6/16/2025	100.0920	1,000,000	1,000,000.00	4.1251	3130B6SF4	6/14/2030	Stifel
<b>Total Federal Home Loan</b>			<b>25,980,000</b>	<b>\$ 25,939,557.09</b>				

**Exhibit A-2**  
**CITY OF COVINA**  
 Stifel  
 Investment Portfolio as of  
 June 2025

Issuer	Purchase Date	Market Price Per Share	Qty	Total Original Cost Value	Coupon	CUSIP	Maturity	Trustee
Liberty Fed CR UN- Evansville IN SHS CTF	07/01/23	100.041000	245,000	\$ 245,000.00	5.3000	53052LAW9	7/14/2025	Stifel
American First CR UN- Brea CA SHS CTF	06/30/22	99.953000	245,000	245,000.00	3.2500	02616ABJ7	7/15/2025	Stifel
TTCU Federal CR Union- Tulsa OK CD	07/10/23	100.067000	245,000	245,000.00	5.3500	89854LAE3	7/25/2025	Stifel
Communitywide FEDL CR UN- South Bend IN SHS CTF	08/04/23	100.153000	245,000	245,000.00	5.2000	20416TBD3	8/29/2025	Stifel
Flagstar Bank NA - Hicksville NY CD	06/06/24	100.189000	245,000	245,000.00	5.3000	33847GHY1	9/12/2025	Stifel
First Bank - Hamilton NJ CD	06/06/24	100.171000	245,000	245,000.00	5.1500	319137CJ2	9/18/2025	Stifel
Washington State Bank- Washington IA CD	4/2/2024	100.168000	245,000	245,000.00	5.0000	93974LAG5	10/9/2025	Stifel
First Natl Bank of Amer- East Lansing MI CE	05/16/22	99.472000	245,000	245,000.00	3.0000	32110YXE0	11/28/2025	Stifel
Advantage FEDL CR UN- Rochester NY SHS CTF	08/24/23	100.508000	245,000	245,000.00	5.3000	00790JAD4	12/31/2025	Stifel
Southwest Heritage CU- Odessa TX SHS CTF	06/26/23	100.432000	245,000	245,000.00	5.1000	84503PAF7	1/7/2026	Stifel
Jovia FINL FEDL CR UN - Westbury NY CD	7/2/2024	100.435000	245,000	245,000.00	5.0000	48115LAL8	1/20/2026	Stifel
Marine FEDL CR UN- Jacksonville NC SHS CTF	08/27/24	100.104000	245,000	245,000.00	4.3500	56824JBB9	2/27/2026	Stifel
Truliant FEDL CR UN- Winston Salem NC SHS CTF	03/09/23	100.721000	245,000	245,000.00	5.1500	89789AAH0	3/23/2026	Stifel
United Fidelity Bank FSB- Evansville IN CD	09/16/24	100.182000	245,000	245,000.00	4.3500	910286HZ9	3/27/2026	Stifel
First Bank of The Lake- Osage Beach MO CD	10/31/24	99.939000	245,000	245,000.00	4.0000	31925YBU5	4/30/2026	Stifel
Ally Bank - Midvale UT CD	04/27/22	98.949000	245,000	245,000.00	2.8500	02007GQQ9	5/5/2026	Stifel
Global FED CR UN - Anchorage AK SHS CTF	05/14/24	100.895000	245,000	245,000.00	5.0500	37892MAP9	5/29/2026	Stifel
Inspire FEDL CR UN- Bristol PA SHS CTF	06/29/23	100.949000	245,000	245,000.00	5.0000	457731AQ0	6/30/2026	Stifel
GESA CR UN- Richland WA CD	07/19/23	101.297000	245,000	245,000.00	5.2500	37424PAH7	7/31/2026	Stifel
Pima FEDL CR UN- Tucson AZ SHS CTF	08/02/23	101.410000	245,000	245,000.00	5.3000	722000AC0	8/17/2026	Stifel
Signature Federal Cred U Kodabank-	08/16/23	101.449000	245,000	245,000.00	5.3000	82671DAG2	8/28/2026	Stifel
Drayton ND CD	03/09/23	101.177000	245,000	245,000.00	5.0000	50007DAC3	9/22/2026	Stifel
First NATL Bank- Damariscotta ME CD	03/09/23	101.179000	245,000	245,000.00	5.0000	32117BFR4	9/23/2026	Stifel
Austin Telco Fed CR UN- Austin TX SHS CTF	11/14/22	101.428000	245,000	245,000.00	5.0500	052392CC9	11/27/2026	Stifel
Baxter CR UN- Vernon Hills IL SHS CTF	11/14/22	101.381000	245,000	245,000.00	5.0000	07181JAV6	11/30/2026	Stifel
First Foundation Bank - Irvine CA CD	06/05/24	101.401000	245,000	245,000.00	5.0625	32026U5X0	12/14/2026	Stifel
All in FED CR Union- Daleville AL SHS CTF	12/07/22	100.642000	245,000	245,000.00	4.4500	01664MAA4	12/21/2026	Stifel
State Bank of India - New York NY CD	02/01/22	96.527000	245,000	245,000.00	1.7500	856285G21	2/9/2027	Stifel
Pentagon Federal CR UN - Tysons Corner VA	02/02/22	96.382000	245,000	245,000.00	1.7000	70962LBE1	2/18/2027	Stifel
Sallie Mae Bank - Salt Lake City UT CD	02/16/22	97.159000	245,000	245,000.00	2.2000	795451BH5	2/23/2027	Stifel
Beal Bank - Las Vegas NV CD	03/01/22	96.857000	245,000	245,000.00	2.0500	07371CK81	3/3/2027	Stifel
Beal Bank - Plano TX CD	03/01/22	96.857000	245,000	245,000.00	2.0500	07371AZQ9	3/3/2027	Stifel
Medallion Bank - Salt Lake City UT CD	03/01/22	96.839000	245,000	245,000.00	2.0500	58404DNG2	3/8/2027	Stifel

**Exhibit A-2**  
**CITY OF COVINA**  
 Stifel  
 Investment Portfolio as of  
 June 2025

Issuer	Purchase Date	Market Price Per Share	Qty	Total Original Cost Value	Coupon	CUSIP	Maturity	Trustee
United Republic Bank-Elkhorn NE CD	03/05/25	100.105000	245,000	\$ 245,000.00	4.0500	909242BZ1	3/19/2027	Stifel
Capital One Bank USA NA - Glen Allen VA CD	04/07/22	97.777000	245,000	245,000.00	2.7000	14042TFJ1	4/13/2027	Stifel
Synchrony Bank - Draper UT CD	04/07/22	97.774000	245,000	245,000.00	2.7000	87165FK45	4/14/2027	Stifel
Capital One NA - Mclean VA CD	04/27/22	98.319000	245,000	245,000.00	3.0500	14042RRA1	5/4/2027	Stifel
Pinnacle Bank- Nashville TN CD	5/2/2025	99.9480	245,000	245,000.00	3.9500	72345SLQ2	5/7/2027	Stifel
Goldman Sachs Bank USA - New York NY CD	04/27/22	98.304000	245,000	245,000.00	3.0500	38149M6Y4	5/11/2027	Stifel
Toyota Finl Svgs Bank- Henderson NV CD	05/09/22	98.561000	245,000	245,000.00	3.2000	89235MNH0	5/17/2027	Stifel
Morgan Stanley Bank NA- Salt Lake City UT CD	05/16/22	98.647000	245,000	245,000.00	3.2500	61690UJ68	5/19/2027	Stifel
Morgan Stanley PVT BK NA- Purchase NY CD	05/16/22	98.647000	245,000	245,000.00	3.2500	61768EJR5	5/19/2027	Stifel
Discover Bank- Greenwood DE CD	05/20/22	98.549000	245,000	245,000.00	3.2000	254673E36	5/24/2027	Stifel
Optum Bank- Draper UT CD	6/23/2025	100.3430	245,000	245,000.00	4.1500	68405VDM8	6/30/2027	Stifel
Credit Union New Jersey - Ewing NJ SHS CTF	06/25/24	100.028000	245,000	245,000.00	5.4611	22552BAA9	7/9/2027	Stifel
Workers FEDL Credit UN- Littleton MA SHS CTF	08/27/24	100.052000	245,000	245,000.00	4.0000	98138MCK4	8/30/2027	Stifel
Vantage West CR UN- Tucson AZ SHS CTF	09/04/24	100.050000	245,000	245,000.00	4.0000	92213MAB7	9/13/2027	Stifel
Ideal Credit Union- Woodbury MN SHS CTF	12/07/22	101.231000	245,000	245,000.00	4.5000	45157PAZ3	12/29/2027	Stifel
Alliant Credit Union- Chicago IL SHS CTF	12/20/22	102.055000	245,000	245,000.00	4.8500	01882MAA0	12/30/2027	Stifel
Carter FEDL CR UN- Springhill LA SHS CTF	01/14/25	100.520000	245,000	245,000.00	4.2000	14622LAW2	1/28/2028	Stifel
Telco Plus CR Un- Longview TX SHS CTF	02/03/25	100.651000	245,000	245,000.00	4.2500	87921MAA2	2/18/2028	Stifel
Merrick Bank- South Jordan UT CD	02/18/25	100.655000	245,000	245,000.00	4.2500	59013K4U7	2/28/2028	Stifel
Valley Natl Bank- Passaic NJ CD	02/27/25	100.625000	245,000	245,000.00	4.2500	919853QC8	3/6/2028	Stifel
One Community Bank- Oregon WI CD	6/12/2025	100.0210	245,000	245,000.00	4.0000	682325FT7	3/20/2028	Stifel
Milestone Bank- Salt Lake City UT CD	4/28/2025	99.8730	245,000	245,000.00	3.9500	59934MDC9	4/28/2028	Stifel
Southpoint Bank- Birmingham AL CD	04/28/25	100.0230	245,000	245,000.00	4.0000	84464PCC9	4/28/2028	Stifel
Cornerstone Bank- Fargo ND CD	05/01/23	102.081500	245,000	245,000.00	-	219232CR4	5/10/2028	Stifel
Sound CR UN- Tacoma WA SHS CTF	5/19/2025	100.4190	245,000	245,000.00	4.1500	83616HAH7	6/2/2028	Stifel
Celtic Bank- Salt Lake City UT CD	6/4/2025	100.0140	245,000	245,000.00	4.0000	15118RW45	6/12/2028	Stifel
BOM Bank- Natchitoches LA CD	06/04/25	100.0590	245,000	245,000.00	4.4000	09776DAP9	6/16/2028	Stifel
First FEDL S&L ASSN - Lakewood OH CD	06/20/24	100.469000	245,000	245,000.00	5.3589	32023HBV9	6/28/2028	Stifel
Global FED CR UN- Anchorage AK SHS CTF	6/16/2025	100.5640	245,000	245,000.00	4.2000	37892MAX2	6/30/2028	Stifel
Texas Exchange Bank SSB- Crowley TX CD	10/28/24	100.140000	245,000	245,000.00	4.0500	88241TUA6	7/12/2028	Stifel
CY Fair FCU- Houston TX SHS CTF	06/26/23	100.274000	245,000	245,000.00	5.3000	23248UAC1	7/14/2028	Stifel
Numerica Credit Union-Spokane VLY WA SHS CTF	07/12/23	103.173000	245,000	245,000.00	5.1000	67054NBK8	7/31/2028	Stifel
Tucson FEDL CR UN- Tucson AZ CD	09/01/23	102.960000	245,000	245,000.00	5.0000	898812AC6	9/8/2028	Stifel
Money One FCU- Largo MD SHS CTF	09/01/23	102.972000	245,000	245,000.00	5.0000	60936TAL3	9/14/2028	Stifel

**Exhibit A-2**  
**CITY OF COVINA**  
Stifel  
Investment Portfolio as of  
June 2025

Issuer	Purchase Date	Market Price Per Share	Qty	Total Original Cost Value	Coupon	CUSIP	Maturity	Trustee
San Francisco FEDL CR UN-San Francisco CA SHS	11/20/24	100.729000	245,000	\$ 245,000.00	4.2500	79772FAL0	11/27/2028	Stifel
SKYLA FEDL CR UN-Charlotte NC SHS CTF	5/21/2025	100.2520	245,000	245,000.00	4.1000	83086XAE0	11/30/2028	Stifel
BMW Bank of North America-Salt Lake City UT CD	5/2/2025	99.7990	245,000	245,000.00	4.0000	05612LER9	5/9/2029	Stifel
First Premier Bank-Sioux Falls SD CD	5/13/2025	99.6240	245,000	245,000.00	3.9500	33610RWL3	5/21/2029	Stifel
Covantage CU-Antigo WI SHS CTF	5/14/2025	100.5970	245,000	245,000.00	4.0500	22282XAL4	5/29/2029	Stifel
ClearPath FED CR UN -Burbank CA SHS CTF	07/09/24	100.094000	245,000	245,000.00	5.4000	18507MAD3	7/30/2029	Stifel
Altaone FED CR UN -Ridgecrest CA SHS CTF	8/27/2024	99.228000	245,000	245,000	3.8500	02157RAC1	9/13/2029	Stifel
Freedom Northwest CR UN	12/23/2024	100.411000	245,000	245,000.00	4.1200	356436AV7	12/31/2029	Stifel
JP Morgan Chase Bank NA-Columbus OH CD	01/24/25	100.424000	245,000	245,000.00	4.7500	46657VWH9	1/31/2030	Stifel
UBS Bank USA-Salt Lake City UT CD	03/05/25	100.214000	245,000	245,000.00	4.1000	90355GUL8	3/12/2030	Stifel
Luana SVGS Bank-Luana IA CD	03/05/25	99.315000	245,000	245,000.00	3.9000	549104G76	3/13/2030	Stifel
Western State Bank-Devils Lake ND CD	03/05/25	99.785000	245,000	245,000.00	4.0000	95960NLA3	3/25/2030	Stifel
Poppy Bank-Santa rosa CA CD	4/2/2025	98.3800	245,000	245,000.00	4.1000	73319FDX4	4/8/2030	Stifel
Eaglebank-Bethesda MD CD	04/02/25	100.0000	245,000	245,000.00	4.0500	27002YHQ2	4/16/2030	Stifel
American Express Natl BK-Salt Lake City UT CD	4/28/2025	100.1790	245,000	245,000.00	4.1000	02589AHE5	4/30/2030	Stifel
BNY Mellon NA-Pittsburgh PA CD	6/12/2025	99.7430	245,000	245,000.00	4.0000	05584CY59	6/18/2030	Stifel
Farmers & Merchants BK-Ashland NE CD	6/16/2025	99.5600	245,000	245,000.00	4.4000	308914AC4	6/24/2030	Stifel
American Bank Commerce-Wolforth TX CD	6/16/2025	100.0000	245,000	245,000.00	4.5000	02432LAC1	6/25/2030	Stifel
Jeanne D Arc FCU-Lowell MA CD	6/23/2025	99.7830	245,000	245,000.00	4.0000	472207AL3	6/28/2030	Stifel
<b>Total Certificates of Deposit</b>			<b>21,070,000</b>	<b>\$ 21,070,000.00</b>				
<b>Stifel Securities</b>			<b>54,050,000</b>	<b>\$ 53,937,687.23</b>				
<b>Stifel Cash Per GL</b>				364,084.27				
<b>Stifel Total Value of Portfolio</b>			<b>54,050,000</b>	<b>\$ 54,301,771.50</b>				



**CITY OF COVINA**  
**INVESTMENT TRANSACTION SUMMARY**  
**FOR THE MONTH ENDED JUNE 30, 2025**

**Purchased Investments**

Qty	Purch Date	Maturity	Date of Disposition	Share Price at Purchase Date	Net Trade Amount	Cost Basis Value	Market Value	Accrued Interest	Issuer	CUSIP	Held by
2,450	06/04/25	6/16/2028		100.0000	\$ 245,000.00	\$ 245,000.00	\$ 245,000.00		BOM Bank-Natchitoches LA CD	09776DAP9	Stifel
2,450	6/4/2025	6/12/2028		100.0000	245,000.00	245,000.00	245,000.00		Celtic Bank-Salt Lake City UT CD	15118RW45	Stifel
10,098	6/10/2025	7/30/2026		100.9770	1,009,770.00	1,009,770.00	1,009,770.00		Federal Farm Credit Bank Bond	3133EPZY4	Stifel
2,450	6/12/2025	6/18/2030		100.0000	245,000.00	245,000.00	245,000.00		BNY Mellon NA-Pittsburgh PA CD	05584CY59	Stifel
2,450	6/12/2025	3/20/2028		100.0000	245,000.00	245,000.00	245,000.00		One Community Bank-Oregon WI CD	682325FT7	Stifel
2,450	6/16/2025	6/25/2030		100.0000	245,000.00	245,000.00	245,000.00		American Bank Commerce-Wolforth TX CD	02432LAC1	Stifel
2,450	6/16/2025	6/24/2030		100.0000	245,000.00	245,000.00	245,000.00		Farmers & Merchants BK-Ashland NE CD	308914AC4	Stifel
10,000	6/16/2025	6/14/2030		100.0000	1,000,000.00	1,000,000.00	1,000,000.00		FEDL Home Loan Bank Bond	3130B6SF4	Stifel
2,450	6/16/2025	6/30/2028		100.0000	245,000.00	245,000.00	245,000.00		Global FED CR UN-Anchorage AK SHS CTF	37892MAX2	Stifel
2,450	6/23/2025	6/28/2030		100.0000	245,000.00	245,000.00	245,000.00		Jeanne D Arc FCU-Lowell MA CD	472207AL3	Stifel
2,450	6/23/2025	6/30/2027		100.0000	245,000.00	245,000.00	245,000.00		Optum Bank-Draper UT CD	68405VDM8	Stifel
<b>Total</b>					<b>\$ 4,214,770.00</b>	<b>\$ 4,214,770.00</b>	<b>\$ 4,214,770.00</b>	<b>-</b>			

**Sold/Matured Investments**

Qty	Purch Date	Maturity	Date of Disposition	Share Price at Sale / Maturity Date	Original Cost Value	Par Value at Sale/Maturity	Gain / (Loss) on Sale / Redemption	Interest Earnings Since Purchase	Issuer	CUSIP	Held by
2,450	05/24/22	6/2/2025	6/2/2025	100.000000	\$ 245,000.00	\$ 245,000.00	\$ -	\$ 22,437.98	Barclays Bank DE-Wilmington DE CD	06740KQS9	Stifel
10,000	06/07/24	6/10/2027	6/10/2025	100.000000	1,000,000.00	1,000,000.00	-	52,600.00	FEDL NATL MTG ASSN Note	3135GATR2	Stifel
2,450	05/14/24	5/22/2026	6/12/2025	100.000000	246,725.74	246,725.74	-	12,372.50	Morgan Stanley PVT BK NA - Purchase NY CD	61768E3X9	Stifel
2,450	06/06/23	6/16/2025	6/16/2025	100.000000	245,000.00	245,000.00	-	25,514.92	Global Federal CR UN-Anchorage AK SHS CTG	37892MAL8	Stifel
2,450	12/13/23	6/20/2025	6/20/2025	100.000000	245,000.00	245,000.00	-	18,391.78	SCE FCU-Irwindale CA SHS CTF	78413RAJ6	Stifel
2,450	12/12/22	6/23/2025	6/23/2025	100.000000	245,000.00	245,000.00	-	30,641.78	Community West CR UN-Kentwood MI CD	20416JAC8	Stifel
2,450	06/16/23	6/23/2025	6/23/2025	100.000000	245,000.00	245,000.00	-	24,267.01	Oregon CMNTY CR UN-Eugene OR SHS CTF	68584JAE9	Stifel
2,450	06/23/22	6/24/2025	6/24/2025	100.000000	245,000.00	245,000.00	-	23,541.48	BMO Harris Bank NA-Chicago IL CD	05600XGK0	Stifel
<b>Total</b>					<b>\$ 2,716,725.74</b>	<b>\$ 2,716,725.74</b>	<b>\$ -</b>	<b>\$ 209,767.45</b>			

**Net Revenue Analysis - for Period Ending June 30, 2025**

Period	Interest Revenue
Previous Month	\$188,108.34
Previous 12 mos.	\$2,810,206.31

California State Treasurer  
**Fiona Ma, CPA**



Local Agency Investment Fund  
P.O. Box 942809  
Sacramento, CA 94209-0001  
(916) 653-3001

July 10, 2025

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[PMIA Average Monthly Yields](#)

CITY OF COVINA

CITY TREASURER  
125 E. COLLEGE STREET  
COVINA, CA 91723-2199

[Tran Type Definitions](#)

//

Account Number: 98-19-219

June 2025 Statement

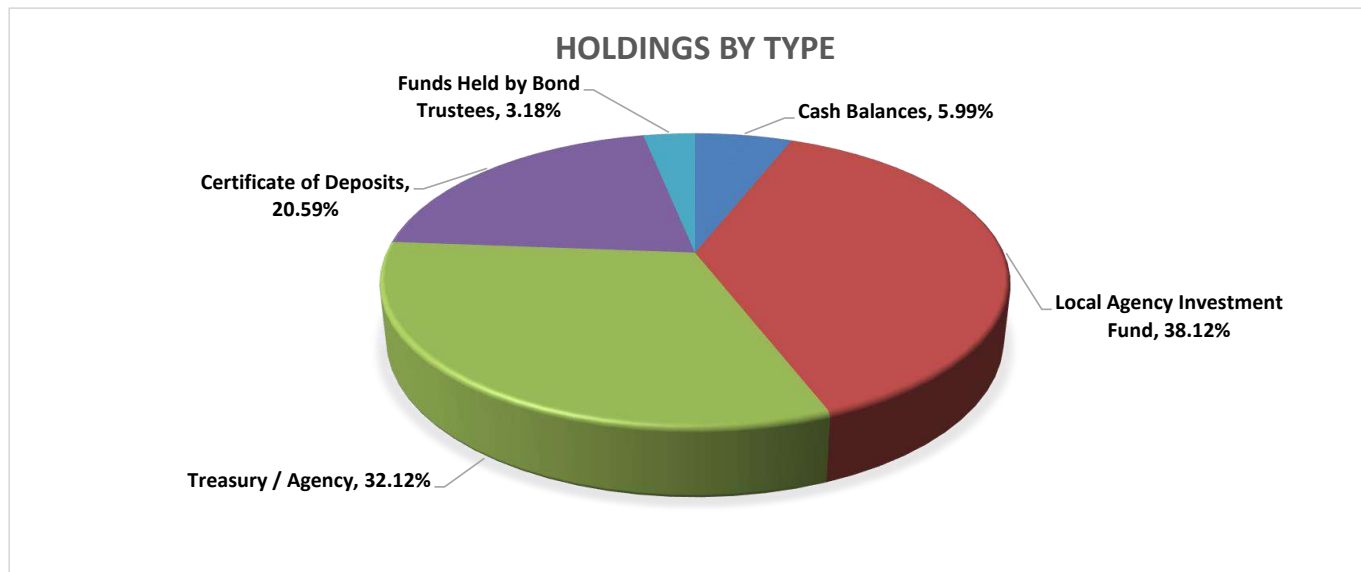
Effective Date	Transaction Date	Tran Type	Confirm Number	Web Confirm Number	Authorized Caller	Amount
6/9/2025	6/9/2025	RD	1774522	1735098	BEI ZOU	2,000,000.00

Account Summary

Total Deposit:	2,000,000.00	Beginning Balance:	37,005,720.90
Total Withdrawal:	0.00	Ending Balance:	39,005,720.90

**CITY OF COVINA**  
**Cash & Investment Holdings by Type as of June 30, 2025**

	Statement Balance	Total Percentage
Cash Balances	\$6,130,649	5.99%
Local Agency Investment Fund	39,005,721	38.12%
Treasury / Agency	32,867,687	32.12%
Certificate of Deposits	21,070,000	20.59%
Funds Held by Bond Trustees	3,251,868	3.18%
Total	<u>\$102,325,925</u>	<u>100.00%</u>



\*Average Investment coupon rate: 4.22% (based on weighted average of Original Cost Value)

**SUCCESSOR AGENCY TO THE COVINA REDEVELOPMENT AGENCY INVESTMENT REPORT  
FOR THE MONTH ENDED JUNE 30, 2025**

<b>CASH PER BANK AND INVESTMENT BALANCE</b>	<b>5/31/2025</b>	<b>\$588,355.34</b>
RECEIPTS	6/1/25-6/30/25	-
DISBURSEMENTS	6/1/25-6/30/25	-
<b>CASH PER BANK AND INVESTMENT BALANCE</b>	<b>6/30/2025</b>	<b>\$588,355.34</b>
<b>ANALYSIS OF CASH PER BANK AND INVESTMENT BALANCE</b>		
CHECKING ACCOUNT		\$3,817.64
LOCAL AGENCY INVESTMENT FUND	Attachment A-6	584,537.70
<b>AVAILABLE CASH PER BANK BALANCES</b>		<b>\$588,355.34</b>
CASH HELD BY BOND TRUSTEES		0.00
<b>TOTAL CASH PER BANK AND INVESTMENT / BOND TRUSTEE CASH BALANCE</b>	<b>6/30/2025</b>	<b>\$588,355.34</b>

**SUCCESSOR AGENCY TO THE COVINA REDEVELOPMENT AGENCY  
CASH AND INVESTMENT SUMMARY  
FOR THE MONTH ENDED JUNE 30, 2025**

TYPE OF INVESTMENT	ISSUER	BANK VALUE	ACQUISITION DATE	DATE	MARKET VALUE
<b>Successor Agency to the Covina Redevelopment Agency:</b>					
Checking Account	BMO	\$3,817.64	N/A	Demand	\$3,817.64
Local Agency Investment Fund	State of California	584,537.70	N/A	Demand	584,537.70
Subtotal (A)		<b>\$588,355.34</b>			<b>\$588,355.34</b>
<b>Cash Held With 3rd Party Administrator:</b>					
(1) 2013 Series A Tax Allocation Bonds Fiscal Agent: U.S. Bank	U.S. Bank*	\$0.00	N/A	Demand	(\$0.00)
(2) 2014 Series A Tax Allocation Bonds Fiscal Agent: U.S. Bank	U.S. Bank*	0.00	N/A	Demand	0.00
(3) 2004 Series B Tax Allocation Bonds Fiscal Agent: U.S. Bank	U.S. Bank*	0.00	N/A	Demand	0.00
Subtotal (B)		<b>(\$0.00)</b>			<b>(\$0.00)</b>
<b>TOTAL (A+B)</b>		<b>\$588,355.34</b>			<b>\$588,355.34</b>

The purpose of this schedule is to show the total cash and investments held by the Successor Agency to the Covina Redevelopment Agency by account.

\* Formerly BNY Mellon

California State Treasurer  
**Fiona Ma, CPA**



Local Agency Investment Fund  
P.O. Box 942809  
Sacramento, CA 94209-0001  
(916) 653-3001

July 10, 2025

[LAIF Home](#)  
[PMIA Average Monthly Yields](#)

S/A CITY OF COVINA FOR COVINA  
REDEVELOPMENT AGENCY  
FINANCE DIRECTOR  
125 EAST COLLEGE STREET  
COVINA, CA 91723-2199

[Tran Type Definitions](#)

Account Number: 65-19-007

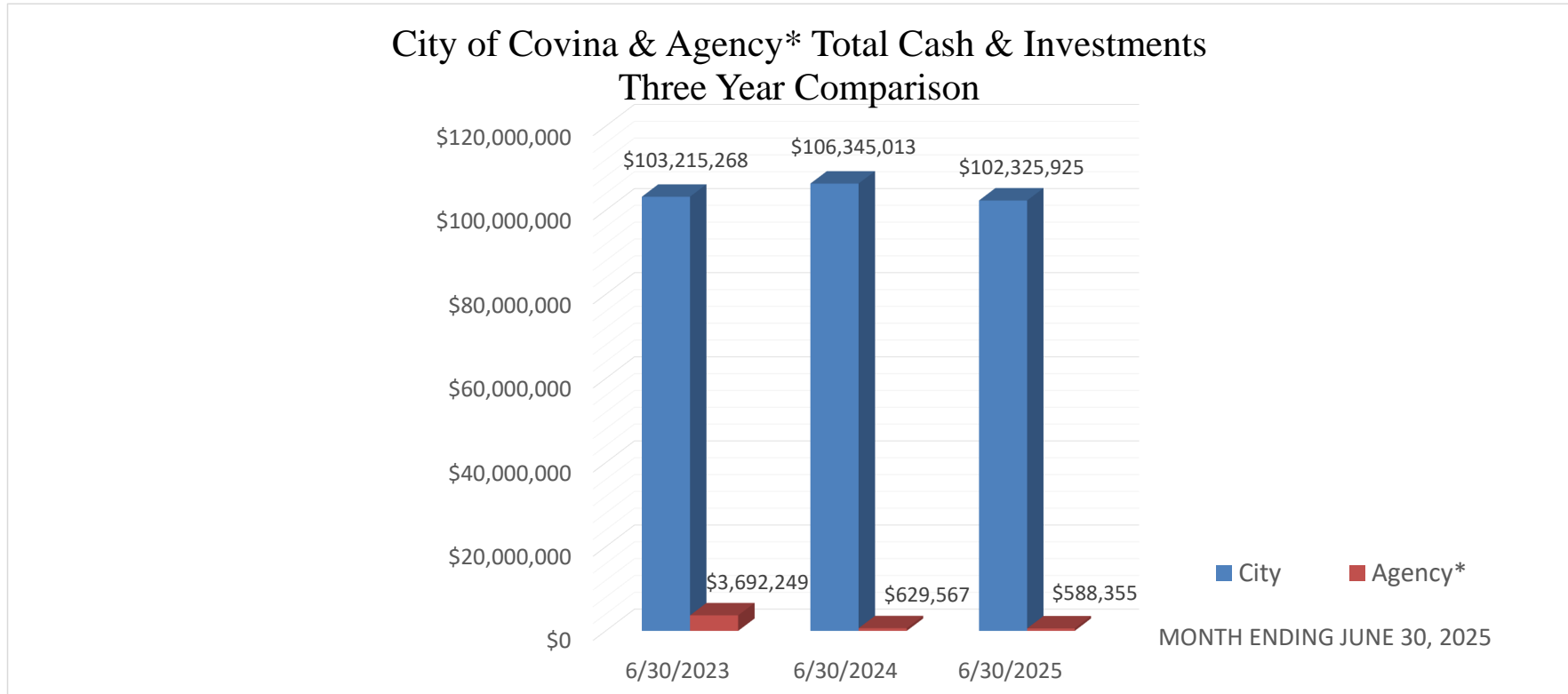
June 2025 Statement

**Account Summary**

Total Deposit:	0.00	Beginning Balance:	584,537.70
Total Withdrawal:	0.00	Ending Balance:	584,537.70

**CITY OF COVINA AND SUCCESSOR AGENCY TO THE COVINA REDEVELOPMENT AGENCY  
CASH AND INVESTMENTS THREE YEAR COMPARISON AS OF JUNE 30, 2025**

<b>Quarter Ending</b>	<b>City</b>	<b>Agency*</b>
<b>6/30/2023</b>	<b>\$103,215,268</b>	<b>\$3,692,249</b>
<b>6/30/2024</b>	<b>\$106,345,013</b>	<b>\$629,567</b>
<b>6/30/2025</b>	<b>\$102,325,925</b>	<b>\$588,355</b>



The purpose of this schedule is to show, for comparison purposes, the total cash and investment values for the last 3 years.

\*Successor Agency to Covina Redevelopment Agency







## CC Regular Meeting

# AGENDA ITEM REPORT

**Meeting:** August 5, 2025

**Title:** Memorandum of Understanding between LA County Metropolitan Transportation Authority & the City of Covina for Prop. A Discretionary Incentive Grant Program for Collecting & Reporting Data for the National Transit Database for Report Year 2023

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

**Recommendation:** Authorize the City Manager to execute the Memorandum of Understanding between the Los Angeles County Metropolitan Transportation Authority and the City of Covina for the Proposition A Discretionary Incentive Grant Program for Collecting and Reporting Data for the National Transit Database for Report Year 2023.

### EXECUTIVE SUMMARY/BACKGROUND:

The National Transit Database (NTD) is a federal program established by Congress which provides incentive funding to transit operators that follow federal reporting guidelines in the submittal of annual transportation related data to the Federal Transit Administration (FTA).

The City of Covina and many other cities within Los Angeles County operate fixed-route and Dial-A-Ride public transit services. Rather than require each city to report data unilaterally to the FTA, the Los Angeles County Metropolitan Transportation Authority (LACMTA) submits a consolidated NTD report to the FTA on behalf of 45+ cities. The data submitted by each of the local operators generates additional Federal Section 5307 transportation funds for the region. Once Congress apportions these funds, LACMTA enters into a Memorandum of Understanding (MOU) with each eligible city for their fair share of pertinent Section 5307 monies.

### DISCUSSION:

In order to qualify for and receive Proposition A Discretionary Incentive funds, the City of Covina participates as a voluntary reporter in the NTD's Demand Response Mode for Los Angeles County Small Operators by submitting Covina Transit data to the LACMTA and agreeing to an independent audit of Covina Transit operations by an independent audit firm contracted by LACMTA.

There is a two-year deferral in the receipt of Proposition A Discretionary Incentive funds and approval of the MOU (Attachment A) will allow the City to receive additional Proposition A funds as a result of the City's successful passage of the FY 2022-23 operational audit. As a voluntary NTD reporter, the City is eligible to receive an incentive payment equal to the 47,348 revenue vehicle miles reported in FY2022-23 multiplied by the FTA unit value of \$0.686483228324693 per revenue vehicle mile, resulting in a total payment of \$32,504 in Proposition A Discretionary Incentive funds.

Upon final execution of the MOU, City staff shall submit one invoice to LACMTA in the amount of \$32,504 to comply with program requirements and receive requisite funds. LACMTA, in turn, will substitute local Proposition A monies for Federal Section 5307 monies as the source funds for payment to the City, which will be expended according to Proposition A and Proposition C Local Return Guidelines adopted by the LACMTA Board.

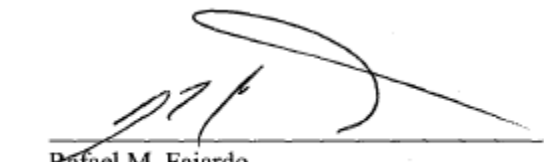
**FISCAL IMPACT:**

Participation will allow the City of Covina to receive \$32,504 in Proposition A Discretionary Incentive funds from LACMTA for the successful completion of the FY 2022-23 NTD Program Report. These funds will be deposited into the Proposition A NTD Incentive Transit Fund (2400-0000-42211) and can only be utilized for transportation expenses that qualify under Proposition A and Proposition C Local Return Guidelines adopted by the LACMTA Board.

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

The action is exempt from the provisions of the California Environmental Quality Act (CEQA).

Respectfully submitted,

  
\_\_\_\_\_  
Rafael M. Fajardo  
Director of Public Works/City Engineer

**PROPOSITION A DISCRETIONARY INCENTIVE GRANT PROGRAM  
MEMORANDUM OF UNDERSTANDING  
FOR COLLECTING AND REPORTING DATA FOR THE  
NATIONAL TRANSIT DATABASE  
FOR REPORT YEAR 2023**

This Memorandum of Understanding (MOU) is entered into as of June 1, 2025 by and between Los Angeles County Metropolitan Transportation Authority (“LACMTA”) and the City of Covina (the “City”).

WHEREAS, on November 14, 1980, the voters of the County of Los Angeles approved by majority vote Proposition A, an ordinance establishing a one-half percent sales tax for public transit purposes; and

WHEREAS, at its September 26, 2001 meeting, the LACMTA authorized payment of Proposition A Discretionary Incentive funds to each participating agency in an amount equal to the Federal funds generated for the region by each agency’s reported data; and

WHEREAS, at its June 27, 2024 meeting, LACMTA approved the Fiscal Year FY 2024-25 transit fund allocations, which included funds to make payments to all cities that voluntarily reported NTD data for FY 2022-23; and

WHEREAS, the City has voluntarily submitted their FY2022-23 data to the National Transit Database (NTD) and have successfully met all NTD and Federal Transit Administration (FTA) requirements in order to generate Federal 5307 funds for the Los Angeles County region; and

WHEREAS, the City has requested funds under the Proposition A Discretionary Incentive Program for collecting and reporting data for the NTD from the FY 2022-23 Report Year (the “Project”); and

WHEREAS, on May 5, 2025, the Federal Transit Administration (FTA) published in the Federal Register the FY 2024-25 Apportionments, Allocations, and Program Information including unit values for the data reported to the NTD; and

WHEREAS, the parties desire to agree on the terms and conditions for payment for the Project.

NOW, THEREFORE, LACMTA and the City hereby agree to the following terms and procedures:

## **ARTICLE 1. TERM**

- 1.0 This Memorandum of Understanding (“MOU”) will be in effect from **June 1, 2025**, through **June 30, 2028** at which time all unused funds shall lapse.

## **ARTICLE 2. STANDARDS**

- 2.0 To receive payment for the submittal of the FY 2022-23 NTD statistics, the City warrants that it:
- A. Adhered to the Federal Guidelines for collecting and Reporting NTD statistics including all audit requirements;
  - B. Prepared and submitted the FY 2022-23 ANNUAL NTD REPORT of the City’s fixed-route and/or demand response transit service to the NTD on or before **October 31, 2023**;
  - C. Prepared and submitted the FY 2022-23 ANNUAL NTD REPORT of the City’s fixed-route and/or demand response transit service to the LACMTA on or before **February 15, 2024**;

## **ARTICLE 3. PAYMENT OF FUNDS TO CITY**

- 3.0 LACMTA shall pay the City for collecting and reporting FY 2022-23 NTD statistics. LACMTA shall pay the City for submitting the FY 2022-23 **ANNUAL NTD REPORT** for the applicable transit services as follows:

### **DIAL-A-RIDE SERVICE**

For City’s dial-a-ride service, LACMTA shall pay an amount equal to the 47,348 revenue vehicle miles reported by the City multiplied by the FTA unit value of 0.686483228324693 per revenue vehicle mile. See Attachment A for detail.

- 3.1 The City shall submit one invoice to LACMTA prior to **June 30, 2028**, in the amount of **\$32,504** to receive its payment described above.

3.2 INVOICE BY CITY:

Send invoice with supporting documentation to:

Los Angeles County Metropolitan Transportation Authority  
Accounts Payable  
P. O. Box 512296  
Los Angeles, CA 90051-0296  
accountspayable@metro.net

Re: LACMTA MOU# MOUPAICOV125000 M.S. Chelsea Meister (99-21-3)

**ARTICLE 4. CONDITIONS**

- 4.0 The City agrees to comply with all requirements specified by the FTA guidelines for reporting NTD statistics.
- 4.1 The City understands and agrees that LACMTA shall have no liability in connection with the City's use of the funds. The City shall indemnify, defend, and hold harmless LACMTA and its officers, agents, and employees from and against any and all liability and expenses including defense costs and legal fees and claims for damages of any nature whatsoever, arising out of any act or omission of the City, its officers, agents, employees, and subcontractors in performing the services under this MOU.
- 4.2 The City is not a contractor, agent or employee of LACMTA. The City shall not represent itself as a contractor, agent or employee of LACMTA and shall have no power to bind LACMTA in contract or otherwise.
- 4.3 The City agrees that expenditure of the Proposition A Discretionary Incentive funds will be used for projects that meet the eligibility, administrative, audit and lapsing requirements of the Proposition A and Proposition C Local Return guidelines most recently adopted by the LACMTA Board.
- 4.4 These expenditures will be subject to **AUDIT** as part of LACMTA's annual Consolidated Audit.

**ARTICLE 5. REMEDIES**

- 5.0 LACMTA reserves the right to terminate this MOU and withhold or recoup funds if it determines that the City has not met the requirements specified by the FTA for collecting and submitting NTD statistics through LACMTA.

## **ARTICLE 6. MISCELLANEOUS**

- 6.0 This MOU constitutes the entire understanding between the parties, with respect to the subject matter herein.
- 6.1 The MOU shall not be amended, nor any provisions or breach hereof waived, except in writing signed by the parties who agreed to the original MOU or the same level of authority.

## **ARTICLE 7. CONTACT INFORMATION**

- 7.0 LACMTA's Address:  
Los Angeles County Metropolitan Transportation Authority  
One Gateway Plaza  
Los Angeles, CA 90012  
Attention: Chelsea Meister (99-21-3)  
[meisterc@metro.net](mailto:meisterc@metro.net)
- 7.1 City's Address:  
Covina  
125 E. College St.  
Covina, CA 91723-2199  
Attn: Raphael Guillen  
Raphael Guillen <RGuillen@covinaca.gov>

IN WITNESS WHEREOF, the City and LACMTA have caused this MOU to be executed by their duly authorized representatives on the date noted below:

CITY:

City of Covina

Los Angeles County Metropolitan  
Transportation Authority

\_\_\_\_\_  
Mayor/City Manager

By: \_\_\_\_\_  
STEPHANIE WIGGINS  
Chief Executive Officer

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

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

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Legal Counsel

DAWYN R. HARRISON  
County Counsel

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

Digitally signed by: 4dd8a4b6-a104-428a-9907-9b6d6de7c696  
DN: CN = 4dd8a4b6-a104-428a-9907-9b6d6de7c696  
Date: 2025.06.30 13:42:06 -0800

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

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

Jurisdiction	MODE	Total Vehicle Revenue Miles	Total Passenger Miles	Total Operating Costs	\$ from VRM	\$ from OPCOST	Total Generated	Total (\$)Due to Jursd Before Tier 2 Deduction	Tier II Operator Deduction	Total (\$)Due to Jurisdiction
Glendale	MB	870,564	1,065,127	10,532,283	597,627.59	6,185	\$ 603,812	603,812	(88,358)	515,454
Pasadena	MB	656,127	1,849,723	7,691,950	450,420.18	25,540	\$ 475,960	475,960	(69,649)	406,311
LADOT COMMUNITY DASH	MB	4,105,129	13,087,675	41,375,202	2,818,102	237,696	\$ 3,055,798	3,055,798	(447,165)	2,608,633
LADOT DEPARTMENT OF AGING	DR	237,760	292,252	4,242,341	163,218	1,156	\$ 164,374	164,374		164,374
Total LADOT		4,342,889	13,379,927	45,617,543	2,981,320	238,852	\$ 3,220,173	\$ 3,220,173	\$ (447,165)	\$ 2,773,007
								-		-
Total NTD 5307 Funds		5,869,580	16,294,777	63,841,776	4,029,368	270,577	4,299,945	4,299,945	(605,172)	7,994,717
								-		-
FY25 Revenue Mile Rate		0.6864832								
FY25 Passenger Mile Rate		0.0574166								



Jurisdiction	MODE	Total Vehicle Revenue Miles	\$ from VRM	Tier II Operator Deduction	Total (\$)Due to Jurisdiction
Alhambra	MB	158,987	109,141.91		109,142
Alhambra	DR	98,869	67,871.91		67,872
Artesia	DR (DT)	4,712	3,234.71		3,235
Azusa	DR	56,416	38,728.64		38,729
Baldwin Park	MB	183,638	126,064.41		126,064
Baldwin Park	DR	26,715	18,339.40		18,339
Bell	TD	DID NOT REPORT FOR 2023			
Bell	MB	33,271	22,839.98		22,840
Bell	DR	16,347	11,221.94		11,222
Bellflower	MB	71,986	49,417.18		49,417
Bellflower	DR	14,205	9,751.49		9,751
Bell Gardens	MB	98,902	67,894.56		67,895
Bell Gardens	DR	25,856	17,749.71		17,750
Burbank	MB	216,013	148,289.30	(21,700)	126,590
Calabasas	MB	86,082	59,093.85		59,094
Calabasas	DR	3,852	2,644.33		2,644
Carson	MB	28,100	19,290.18		19,290
Carson	TN	DID NOT REPORT FOR 2023			
Carson	DR	71,628	49,171.42		49,171
Cerritos	MB	99,328	68,187.01		68,187
Cerritos	DR	40,026	27,477.18		27,477
Compton	MB	179,908	123,503.82		123,504
Compton	DR	110	75.51		76
Covina	DR	47,348	32,503.61		32,504
Cudahy	MB	33,109	22,728.77		22,729
Cudahy	DR	10,947	7,514.93		7,515
Downey	MB	101,069	69,382.17		69,382
Downey	DR	40,311	27,672.83		27,673
Duarte	MB	DID NOT REPORT FOR 2023			
El Monte	MB	221,914	152,340.24		152,340
El Monte	DR	60,076	41,241.17		41,241
Glendora	MB	40,735	27,963.89		27,964
Glendora	DR	39,545	27,146.98		27,147
Huntington Park	MB	130,598	89,653.34		89,653
Huntington Park	DT	42,309	29,044.42		29,044
LACDPWAvocado	MB	39,286	26,969.18		26,969
LACDPWELA	MB	211,455	145,160.31		145,160
LACDPWELA	DR	39,971	27,439.42		27,439
LACDPWEast Valinda	MB	44,182	30,330.20		30,330
LACDPWKing Medical	MB	33,586	23,056.23		23,056
LACDPWWillowbrook Shuttle	MB	70,091	48,116.30		48,116
LACDPWS.Whittier	MB	183,982	126,300.56		126,301
LACDPWAthens	MB	36,912	25,339.47		25,339
LACDPWLennox	MB	27,669	18,994.30		18,994
LACDPWFioranceFirestone	MB	58,082	39,872.32		39,872
Lakewood	DR	54,228	37,226.61		37,227
Lawndale	MB	DID NOT REPORT FOR 2023			
Lynwood	MB	140,961	96,767.36		96,767
Malibu	DT	2,764	1,897.44		1,897
ManhattanBeach	DR	23,747	16,301.92		16,302
Maywood	MB	32,291	22,167.23		22,167
Maywood	DR	15,175	10,417.38		10,417
MontereyPark	MB	116,534	79,998.64		79,999
MontereyPark	DR	24,919	17,106.48		17,106
Pico Rivera	DR	17,166	11,784.17		11,784
Rosemead	MB	100,780	69,183.78		69,184
Rosemead	DR	38,611	26,505.80		26,506
Santa Fe Springs	DR	14,694	10,087.18		10,087
South Gate	MB	114,106	78,331.86		78,332
South Gate	DT	116,358	79,877.59		79,878
SouthPasadena	DR	27,187	18,663.42		18,663
WestCovina	MB	141,973	97,462.08		97,462
WestCovina	DR	44,452	30,515.55		30,516
West Hollywood	MB	114,998	78,944		78,944
Total		4,054,074	2,783,054	(21,700)	2,761,354
FY25 Revenue Mile Rate	0.68648				





## CC Regular Meeting AGENDA ITEM REPORT

**Meeting:** August 5, 2025  
**Title:** Designating Certain Officials as Individuals Authorized to Execute Applications and Documents for the Purpose of Obtaining Financial Assistance Under Public Law 93-288 (PL 93-288)  
**Presented by:** Theresa Franke, Director of Finance  
**Recommendation:** Adopt Resolution CC 2025-95 designating the Mayor, City Manager, or Director of Finance as authorized agent to execute applications and documents for the purpose of obtaining financial assistance for disaster relief.

### EXECUTIVE SUMMARY:

In the event of a natural disaster, damage may result in significant losses to the City of Covina generating the need for financial assistance from State and Federal sources. In addition, grants from these sources are available for related items, such as hazard mitigation efforts. In order to obtain such funds, one of the required elements is the submission of certain specified documents that have been signed by the City's authorized agents. Approval of Resolution CC 2025-95 (Attachment A) will update the existing designated agents to reflect the Mayor, City Manager, or Director of Finance as authorized agents for the purpose of executing applications and documents in order to receive reimbursement funds for disaster relief and related activity. This update is necessary due to the reclassification of the Deputy Director of Administrative Services Director to the Director of Finance.

### FISCAL IMPACT:

The adoption of Resolution CC 2025-95 will allow the City to make applications for State and Federal financial assistance as a result of certain specified disasters and grant opportunities. To the extent that financial assistance is received under Public Law 93-288, either a portion or all of the funds expended by the City in a disaster could be recovered.

### CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

None.

Respectfully submitted,

Theresa Franke  
Director of Finance



**RESOLUTION CC 2025-95**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINA,  
CALIFORNIA, DESIGNATING AN AGENT FOR THE PURPOSE OF  
OBTAINING FINANCIAL ASSISTANCE FOR DISASTER RELIEF**

**WHEREAS**, the State of California, Office of Emergency Services requires that an authorized agent be designated for the purpose of applying for financial assistance, executing specific documents requested by State and Federal agencies pertinent to providing financial assistance, and receiving reimbursement funds for disaster relief.

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

**SECTION 1.** That the Mayor, City Manager, or Director of Finance is hereby authorized to execute for and on behalf of the City of Covina, a public entity established under the laws of the State of California, this Designation of Applicant's Agent Resolution for Non-State Agencies and to file it in the Office of Emergency Services for the purpose of obtaining certain Federal financial assistance under Public Law 93-288 (PL 93-288), as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and State financial assistance under the California Disaster Assistance Act.

**SECTION 2.** That the City of Covina, a public entity established under the laws of the State of California, hereby authorizes its agent(s) to provide to the State Office of Emergency Services, for all that matters pertaining to such state disaster assistance, the assurances and agreements required.

**SECTION 3.** The attached Designation of Applicant's Agent Resolution for Non-State Agencies (Exhibit A) sets forth the title of the City's Authorized Agent to apply for financial assistance, execute specific documents requested by State and Federal agencies pertinent to providing financial assistance, and receiving reimbursement funds for disaster relief for up to three years upon approval.

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

**APPROVED and PASSED** this 5<sup>th</sup> day of August, 2025.

City of Covina, California

By: \_\_\_\_\_  
VICTOR LINARES, Mayor

ATTEST:

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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 2025-95 was duly adopted by the City Council of the City of Covina at a regular meeting held on the 5<sup>th</sup> day of August, 2025, by the following vote:

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

Dated:

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FABIAN VELEZ, Chief Deputy City Clerk



Cal OES ID No: 037-16742

**DESIGNATION OF APPLICANT'S AGENT RESOLUTION FOR NON-STATE AGENCIES**

BE IT RESOLVED BY THE City Council OF THE City of Covina  
(Governing Body) (Name of Applicant)

THAT Mayor, OR  
(Title of Authorized Agent)

City Manager, OR  
(Title of Authorized Agent)

Director of Finance  
(Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the City of Covina,  
(Name of Applicant)

a public entity established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining federal financial assistance for any existing or future grant program, including, but not limited to any of the following:

- **Federally declared Disaster (DR), Fire Mitigation Assistance Grant (FMAG), California State Only Disaster (CDAA), Immediate Services Program (ISP), Hazard Mitigation Grant Program (HMGP), Building Resilient Infrastructure and Communities (BRIC), Legislative Pre-Disaster Mitigation Program (LPDM)**, under
- Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.
- **Flood Mitigation Assistance Program (FMA)**, under Section 1366 of the National Flood Insurance Act of 1968.
- **National Earthquake Hazards Reduction Program (NEHRP)** 42 U.S. Code 7704 (b) ((2) (A) (ix) and 42 U.S. Code 7704 (b) (2) (B) National Earthquake Hazards Reduction Program, and also The Consolidated Appropriations Act, 2018, Div. F, Department of Homeland Security Appropriations Act, 2018, Pub. L. No. 115-141
- **California Early Earthquake Warning (CEEW)** under CA Gov Code – Gov, Title 2, Div. 1, Chapter 7, Article 5, Sections 8587.8, 8587.11, 8587.12

That the City of Covina, a public entity established under the  
(Name of Applicant)

laws of the State of California, hereby authorizes its agent(s) to provide to the Governor's Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.



**Please check the appropriate box below**

- ☒ This is a universal resolution and is effective for all open and future disasters/grants declared up to three (3) years following the date of approval.
- ☐ This is a disaster/grant specific resolution and is effective for only disaster/grant number(s): \_\_\_\_\_

Passed and approved this 5th day of August, 20 25

\_\_\_\_\_  
(Name and Title of Governing Body Representative)

\_\_\_\_\_  
(Name and Title of Governing Body Representative)

\_\_\_\_\_  
(Name and Title of Governing Body Representative)

**CERTIFICATION**

I, Fabian Velez, duly appointed and Chief Deputy City Clerk of  
(Name) (Title)

City of Covina, do hereby certify that the above is a true and  
(Name of Applicant)

correct copy of a resolution passed and approved by the City Council  
(Governing Body)

of the City of Covina on the 5th day of August, 20 25.  
(Name of Applicant)

\_\_\_\_\_  
(Signature)

Chief Deputy City Clerk

\_\_\_\_\_  
(Title)





### Cal OES Form 130 Instructions

**A Designation of Applicant's Agent Resolution for Non-State Agencies is required of all Applicants to be eligible to receive funding. A new resolution must be submitted if a previously submitted resolution is older than three (3) years from the last date of approval, is invalid, or has not been submitted.**

When completing the Cal OES Form 130, Applicants should fill in the blanks on pages 1 and 2. The blanks are to be filled in as follows:

#### **Resolution Section:**

**Governing Body:** This is the group responsible for appointing and approving the Authorized Agents.

Examples include: Board of Directors, City Council, Board of Supervisors, Board of Education, etc.

**Name of Applicant:** The public entity established under the laws of the State of California.

Examples include: School District, Office of Education, City, County or Non-profit agency that has applied for the grant, such as: City of San Diego, Sacramento County, Burbank Unified School District, Napa County Office of Education, University Southern California.

**Authorized Agent:** These are the individuals that are authorized by the Governing Body to engage with the Federal Emergency Management Agency and the California Governor's Office of Emergency Services regarding grants for which they have applied. There are two ways of completing this section:

1. **Titles Only:** The titles of the Authorized Agents should be entered here, not their names. This allows the document to remain valid if an Authorized Agent leaves the position and is replaced by another individual. If "Titles Only" is the chosen method, this document must be accompanied by either a cover letter naming the Authorized Agents by name and title, or the Cal OES AA Names document. The supporting document can be completed by any authorized person within the Agency (e.g., administrative assistant, the Authorized Agent, secretary to the Director). It does not require the Governing Body's signature.
2. **Names and Titles:** If the Governing Body so chooses, the names **and** titles of the Authorized Agents would be listed. A new Cal OES Form 130 will be required if any of the Authorized Agents are replaced, leave the position listed on the document, or their title changes.



**Checking Universal or Disaster-Specific Box:** A Universal resolution is effective for all past disasters and for those declared up to three (3) years following the date of approval. Upon expiration it is no longer effective for new disasters, but it remains in effect for disasters declared prior to expiration. It remains effective until the disaster goes through closeout unless it is superseded by a newer resolution.

**Governing Body Representative:** These are the names and titles of the approving Board Members.

Examples include: Chairman of the Board, Director, Superintendent, etc. The names and titles **cannot** be one of the designated Authorized Agents. A minimum of three (3) approving board members must be listed. If less than three are present, meeting minutes must be attached in order to verify a quorum was met.

**Certification Section:**

**Name and Title:** This is the individual in attendance who recorded the creation and approval of this resolution.

Examples include: City Clerk, Secretary to the Board of Directors, County Clerk, etc. This person **cannot** be one of the designated Authorized Agents or Approving Board Member. If a person holds two positions (such as City Manager and Secretary to the Board) and the City Manager is to be listed as an Authorized Agent, then that person could sign the document as Secretary to the Board (not City Manager) to eliminate "Self-Certification."



## CC Regular Meeting AGENDA ITEM REPORT

**Meeting:** August 5, 2025  
**Title:** Adoption of Ordinance 25-06  
**Presented by:** Eduardo Lomeli, Assistant Planner  
**Recommendation:** Adopt Ordinance 25-06 Entitled, “Approving a Development Agreement Between Stiiizy Covina Inc, and the City of Covina, Related to Approval of a 4,600 Cannabis Microbusiness Retail Establishment Within the PCD (Planned Community Development) / M-1 (Light Manufacturing) Zone, Located at 754 East Arrow Highway (APN: 8405-003-032) and Making a Determination of Exemption Under CEQA.

### EXECUTIVE SUMMARY:

Ordinance 25-06 (Attachment A) was approved at introduction by a vote of 3-1-0-1 vote of the City Council at the July 15, 2025, City Council Meeting.

### BACKGROUND:

It is recommended that the City Council adopt on second reading Ordinance 25-06 entitled, “Approving a Development Agreement Between Stiiizy Covina Inc, and the City of Covina, Related to Approval of a 4,600 Cannabis Microbusiness Retail Establishment Within the PCD (Planned Community Development) / M-1 (Light Manufacturing) Zone, Located at 754 East Arrow Highway (APN: 8405-003-032) and Making a Determination of Exemption Under CEQA”.

### FISCAL IMPACT:

None.

### CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

Not applicable.

Respectfully submitted,

Eduardo Lomeli  
Assistant Planner



## **ORDINANCE 25-06**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, APPROVING A DEVELOPMENT AGREEMENT BETWEEN STIIIZY COVINA INC, AND THE CITY OF COVINA, RELATED TO APPROVAL OF A 4,600 CANNABIS MICROBUSINESS RETAIL ESTABLISHMENT WITHIN THE PCD (PLANNED COMMUNITY DEVELOPMENT) / M-1 (LIGHT MANUFACTURING) ZONE, LOCATED AT 754 EAST ARROW HIGHWAY (APN: 8405-003-032) AND MAKING A DETERMINATION OF EXEMPTION UNDER CEQA**

**WHEREAS**, to strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted Government Code Sections 65864 *et seq.* (the Development Agreement Statute) which authorizes cities to enter into agreements for the development of real property in order to establish certain development rights in such property; and

**WHEREAS**, pursuant to Government Code Section 65865 the City has adopted rules and regulations establishing procedures and requirements for consideration of development agreements; and

**WHEREAS**, Stiiizy Covina, Inc. (“Stiiizy”) has proposed and sought development approvals of a cannabis retail microbusiness to be located 754 East Arrow Highway. The proposal is for a Cannabis Microbusiness Retail Establishment consisting of a 4,600 square-foot commercial tenant space and associated interior tenant improvements, within the PCD (Planned Community Development) / M-1 (Light Manufacturing) zone, for property located at 754 E Arrow Hwy, Covina, CA, 91722 (APN: 8405-003-032); and

**WHEREAS**, a copy of the proposed Development Agreement is attached hereto and incorporated herein as Exhibit “A” to this Ordinance; and

**WHEREAS**, the project is categorically exempt pursuant to State CEQA Guidelines Section 15332 as a Class 32 exempt project because the project aligns with the applicable general plan designation and all relevant policies, as well as with the zoning regulations, the proposed development is situated within city limits on a site of no more than five acres, which is largely surrounded by urban uses and within an existing commercial center, the project site does not provide habitat for endangered, rare, or threatened species, and the approval of the Development Agreement and the project would not lead to any significant impacts related to traffic, noise, or water quality, as the proposed uses are consistent with similar uses already established in the industrial commercial center. Additionally, the site can be adequately served by all necessary utilities and public services; and

**WHEREAS**, pursuant to the Development Agreement Statute, the Planning Commission held a duly noticed public hearing on June 24, 2025, on the proposed Project and Development Agreement and found that the proposed Development Agreement is consistent with objectives of the General Plan, compatible with the uses authorized for the project area, in conformity with public convenience and beneficial to the public welfare, will not adversely impact the orderly

ATTACHMENT A

development of property, and contains the required elements as required by law and the City; and

**WHEREAS**, the City Council, after published notice, held a public hearing on July 15, 2025, concerning the proposed Project, and has considered the reports and documents presented by City staff, the Planning Commission's recommendation, and the written and oral comments presented at the public hearing; and

**WHEREAS**, on July 15, 2025, the City Council of the City of Covina held a noticed public hearing to review the Development Agreement pursuant to the California Environmental Quality Act, Cal. Pub. Res. Code § 21000 et seq. ("CEQA"), and the State CEQA Guidelines, 14 C. C.R. 15000 et seq. and considered information presented by City staff, the Planning Commission's recommendation, and the written and oral comments presented at the public hearing; and

**WHEREAS**, on July 15, 2025, the City Council of the City of Covina, concurrently with the consideration of the proposed Project including Conditional Use Permit (CUP) 25-001 and Site Plan Review (SPR) 25-026, also considered the proposed Development Agreement at a duly noticed public hearing at which time all interested persons had an opportunity to and did testify either in support or in opposition to this matter. The City Council considered all the testimony and any comments received regarding the proposed Project prior to and at the public hearing; 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. CEQA.** The City Council, based on its own independent judgment, determines that the project to be carried out by the Development Agreement is categorically exempt pursuant to State CEQA Guidelines Section 15332 as a Class 32 exempt project. The project aligns with the applicable general plan designation and all relevant policies, as well as with the zoning regulations. The proposed development is situated within city limits on a site of no more than five acres, which is largely surrounded by urban uses and within an existing commercial center. The project site does not provide habitat for endangered, rare, or threatened species, and the approval of the Development Agreement and the project would not lead to any significant impacts related to traffic, noise, or water quality, as the proposed uses are consistent with similar uses already established in the industrial commercial center. Additionally, the site can be adequately served by all necessary utilities and public services

**SECTION 2.** Based on the full record of these proceedings, the City Council hereby finds the Development Agreement:

1. Is consistent with the General Plan and the City Council finds that the proposed project as conditioned, complies with all applicable provisions of the General Plan, including but not limited to the Land Use Element designation for the site and with applicable policies and objectives of the General Plan;
2. Is in conformity with good land use practices because the project approvals, and the terms and provisions of the Development Agreement will guarantee adequate safety and security of the building and operation and provide for financial and community benefits to the City so as to ensure that its operation will be compatible with and not

- injurious to surrounding uses and will provide general benefits to the City and the community;
3. Will not be detrimental to the health, safety and general welfare as the project approvals and provisions of the development agreement will guarantee adequate safety measures;
  4. Will not adversely affect the orderly development of property or the preservation of property values because the proposed development is conditioned to be developed and operated in compliance with strict standards consistent with state law, City ordinances and conditions of approval; and
  5. Contains the terms and conditions required by the City, agreed upon by the applicant and is compliant with state law. Specifically, the Agreement provides for a term of 15 years, subject to extension by mutual agreement of the City and STIIIZY (Section 3.5); provides for the permitted uses of the property, intensity of use, the size of the operation and does not require dedication of land for public purposes (Section 4); contains terms for operation by reference to the "Development Approvals" that STIIIZY must comply with in connection with the Project (Section 3.1.10 and Section 4). The Agreement also provides terms for consideration of future approvals. (Section 4.11) and various specific requirements are imposed on the operation of the commercial cannabis business that is permitted to operate pursuant to the Development Approvals and the Agreement, including the requirement for a Community Benefit Fee, provisions for job and wage creation and defense and indemnification. Based on these findings and other evidence in the record, the Development Agreement is consistent with, and the provisions of Government Code 65864 through 65869. 5.

**SECTION 3.** Based upon the aforementioned findings, and all other evidence in the record of the proceeding, the City Council hereby approves the Development Agreement between STIIIZY Covina Inc. and the City of Covina attached hereto as Exhibit "A" and incorporated herein by reference.

**SECTION 4.** The Mayor shall sign and the City Clerk shall attest to the passage of this Ordinance. The Mayor is authorized to execute the Development Agreement on behalf of the City once this Ordinance is effective. The executed Development Agreement shall be recorded against the title to the property within 10 days of the Effective Date of this Ordinance.

**SECTION 5.** Custodian of Records. The documents and materials that constitute the record of proceedings on which these findings and this Ordinance are based are located at the City Clerk's office located at 125 E. College Street, Covina, CA 91723. The custodian of these records is the City Clerk.

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

**SECTION 7.** Effective Date. This Ordinance shall become effective within thirty (30) days  
Ordinance 25-06 Page 3 of 5

after its adoption.

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

**SECTION 9.** Certification. The City Clerk shall certify to the passage and adoption of this Ordinance and shall enter the same in the Book of Original Ordinances.

**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:

\_\_\_\_\_  
KEVIN ENNIS, City Attorney



**CERTIFICATION**

I, Fabian Velez, Chief Deputy City Clerk of the City of Covina, do hereby certify that Ordinance 25-06 was introduced for first reading at a special 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:** August 5, 2025  
**Title:** Adoption of Ordinance 25-07  
**Presented by:** Eduardo Lomeli, Assistant Planner  
**Recommendation:** Adopt Ordinance 25-07 Entitled, “An Ordinance of the City of Covina Approving a Development Agreement Between Rilano Covina Inc, and the City of Covina, Related to a Proposal To Approval of a 3,443 Square Foot Cannabis Retail Establishment Within the Mixed-Use Overlay District (MUOD) / Commercial (Regional or Community Shopping Center) C-3A Zone, Located at 216 East Rowland Street, (APN: 8451-001-019) and Making a Determination of Exemption under CEQA”.

### EXECUTIVE SUMMARY:

Ordinance 25-07 (Attachment A) was approved at introduction by a vote of 3-1-0-1 vote of the City Council at the July 15, 2025, City Council Meeting.

### BACKGROUND:

It is recommended that the City Council adopt on second reading Ordinance 25-07 entitled, “An Ordinance of the City of Covina Approving a Development Agreement Between Rilano Covina Inc, and the City of Covina, Related to a Proposal To Approval of a 3,443 Square Foot Cannabis Retail Establishment Within the Mixed-Use Overlay District (MUOD) / Commercial (Regional or Community Shopping Center) C-3A Zone, Located at 216 East Rowland Street, (APN: 8451-001-019) and Making a Determination of Exemption under CEQA”.

### FISCAL IMPACT:

None.

### CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

Not applicable.

Respectfully submitted,

Eduardo Lomeli  
Assistant Planner



## **ORDINANCE 25-07**

**AN ORDINANCE OF THE CITY OF COVINA APPROVING A DEVELOPMENT AGREEMENT BETWEEN RILANO COVINA INC, AND THE CITY OF COVINA, RELATED TO A PROPOSAL TO APPROVAL OF A 3,443 SQUARE FOOT CANNABIS RETAIL ESTABLISHMENT WITHIN THE MIXED-USE OVERLAY DISTRICT (MUOD) / COMMERCIAL (REGIONAL OR COMMUNITY SHOPPING CENTER) C-3A ZONE, LOCATED AT 216 EAST ROWLAND STREET, (APN: 8451-001-019) AND MAKING A DETERMINATION OF EXEMPTION UNDER CEQA**

**WHEREAS**, to strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted Government Code Sections 65864 *et seq.* (the Development Agreement Statute) which authorizes cities to enter into agreements for the development of real property in order to establish certain development rights in such property; and

**WHEREAS**, pursuant to Government Code Section 65865 the City has adopted rules and regulations establishing procedures and requirements for consideration of development agreements; and

**WHEREAS**, Rilano Covina Inc. (“Rilano”) has proposed and sought development approvals of a cannabis retail business to be located 216 E. Rowland Street. The proposal is for a Cannabis Retail Establishment, consisting of 3,443 square feet of cannabis retail space, and associated tenant improvements, within the Mixed-Use Overlay District (MUOD) / Commercial (Regional or Community Shopping Center) C-3A zone, for property located at 216 E Rowland St, Covina, CA, 91723 (APN: 8451-001-019); and

**WHEREAS**, a copy of the proposed Development Agreement is attached hereto and incorporated herein as Exhibit “A” to this Ordinance; and

**WHEREAS**, the project is categorically exempt pursuant to State CEQA Guidelines Section 15301(e)(1) as a Class 1 exempt project because the project aligns with additions to existing structures provided that the addition will not result in an increase of more than 50 percent of the floor area of the structures before the addition, or 2,500 square feet. The proposed expansion is less than 50 percent, with an addition of 1,306 square feet to an existing 2,137-square-foot tenant space, totaling 3,443 square feet and occupying only 49.60% of the commercial center’s floor area and the approval of the Development Agreement and the project would not lead to any significant impacts related to traffic, noise, or water quality, as the proposed use is consistent with similar uses already established in the commercial center. No structural additions are proposed; and

**WHEREAS**, pursuant to the Development Agreement Statute, the Planning Commission held a duly noticed public hearing on June 24, 2025, on the proposed Project and Development Agreement and found that the proposed Development Agreement is consistent with objectives of the General Plan, compatible with the uses authorized for the project area, in conformity with

public convenience and beneficial to the public welfare, will not adversely impact the orderly development of property, and contains the required elements as required by law and the City; and

**WHEREAS**, the City Council, after published notice, held a public hearing on July 15, 2025 concerning the proposed Project, and has considered the reports and documents presented by City staff, the Planning Commission's recommendation, and the written and oral comments presented at the public hearing.

**WHEREAS**, on July 15, 2025, the City Council of the City of Covina held a noticed public hearing to review the Development Agreement pursuant to the California Environmental Quality Act, Cal. Pub. Res. Code § 21000 et seq. ("CEQA"), and the State CEQA Guidelines, 14 C. C.R. 15000 et seq. and considered information presented by City staff, the Planning Commission's recommendation, and the written and oral comments presented at the public hearing; and

**WHEREAS**, on July 15, 2025, the City Council of the City of Covina, concurrently with the consideration of the proposed Project including Conditional Use Permit (CUP) 25-003 and Site Plan Review (SPR) 25-032, also considered the proposed Development Agreement at a duly noticed public hearing at which time all interested persons had an opportunity to and did testify either in support or in opposition to this matter. The City Council considered all the testimony and any comments received regarding the proposed Project prior to and at the public hearing; 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.** CEQA. The City Council, based on its own independent judgment, determines that the project to be carried out by the Development Agreement is categorically exempt pursuant to State CEQA Guidelines Section Section 15301(e)(1) as a Class 1 exempt project. The project aligns with additions to existing structures provided that the addition will not result in an increase of more than 50 percent of the floor area of the structures before the addition, or 2,500 square feet. The proposed expansion is less than 50 percent, with an addition of 1,306 square feet to an existing 2,137-square-foot tenant space, totaling 3,443 square feet and occupying only 49.60% of the commercial center's floor area and the approval of the Development Agreement and the project would not lead to any significant impacts related to traffic, noise, or water quality, as the proposed use is consistent with similar uses already established in the commercial center. No structural additions are proposed;

**SECTION 2.** Based on the full record of these proceedings, the City Council hereby finds the Development Agreement:

1. Is consistent with the General Plan and the City Council finds that the proposed project as conditioned, complies with all applicable provisions of the General Plan, including but not limited to the Land Use Element designation for the site and with applicable policies and objectives of the General Plan;
2. Is in conformity with good land use practices because the project approvals, and the terms and provisions of the Development Agreement will guarantee adequate safety and security of the building and operation and provide for financial and community

benefits to the City so as to ensure that its operation will be compatible with and not injurious to surrounding uses and will provide general benefits to the City and the community;

3. Will not be detrimental to the health, safety and general welfare as the project approvals and provisions of the development agreement will guarantee adequate safety measures;
4. Will not adversely affect the orderly development of property or the preservation of property values because the proposed development is conditioned to be developed and operated in compliance with strict standards consistent with state law, City ordinances and conditions of approval; and
5. Contains the terms and conditions required by the City, agreed upon by the applicant and is compliant with state law. Specifically, the Agreement provides for a term of 15 years, subject to extension by mutual agreement of the City and Rilano (Section 3.5); provides for the permitted uses of the property, intensity of use, the size of the operation and does not require dedication of land for public purposes (Section 4); contains terms for operation by reference to the "Development Approvals" that Rilano must comply with in connection with the Project (Section 3.1.10 and Section 4). The Agreement also provides terms for consideration of future approvals. (Section 4.11) and various specific requirements are imposed on the operation of the commercial cannabis business that is permitted to operate pursuant to the Development Approvals and the Agreement, including the requirement for a Community Benefit Fee, provisions for job and wage creation and defense and indemnification. Based on these findings and other evidence in the record, the Development Agreement is consistent with, and the provisions of Government Code 65864 through 65869. 5.

**SECTION 3.** Based upon the aforementioned findings, and all other evidence in the record of the proceeding, the City Council hereby approves the Development Agreement between Rilano, Covina, Inc and the City of Covina attached hereto as Exhibit" A" and incorporated herein by reference.

**SECTION 4.** The Mayor shall sign and the City Clerk shall attest to the passage of this Ordinance. The Mayor is authorized to execute the Development Agreement on behalf of the City once this Ordinance is effective. The executed Development Agreement shall be recorded against the title to the property within 10 days of the Effective Date of this Ordinance.

**SECTION 5.** Custodian of Records. The documents and materials that constitute the record of proceedings on which these findings and this Ordinance are based are located at the City Clerk' s office located at 125 E. College Street, Covina, CA 91723. The custodian of these records is the City Clerk.

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

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

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

**SECTION 9.** Certification. The City Clerk shall certify to the passage and adoption of this Ordinance and shall enter the same in the Book of Original Ordinances.

**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:

\_\_\_\_\_  
KEVIN ENNIS, City Attorney

**CERTIFICATION**

I, Fabian Velez, Chief Deputy City Clerk of the City of Covina, do hereby certify that Ordinance 25-07 was introduced for first reading at a special 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:



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FABIAN VELEZ, Chief Deputy City Clerk





## CC Regular Meeting AGENDA ITEM REPORT

**Meeting:** August 5, 2025  
**Title:** Adoption of Ordinance 25-08  
**Presented by:** Eduardo Lomeli, Assistant Planner  
**Recommendation:** Adopt Ordinance 25-08 Entitled, "An Ordinance of the City Council of the City of Covina, California, Approving a Development Agreement between Zen GW Cali Partners LLC, and the City Of Covina, Related to Approval of a 3,956 Square Foot Cannabis Retail Establishment within the Covina Town Center Specific Plan (CTCSP) Mixed Use (MU) Zone Located at 125 South Citrus Avenue (APN 8444-001-018) and Making a Finding of Exemption Under CEQA".

### EXECUTIVE SUMMARY:

Ordinance 25-08 (Attachment A) was approved at introduction by a vote of 3-1-0-1 vote of the City Council at the July 15, 2025, City Council Meeting.

### BACKGROUND:

It is recommended that the City Council adopt on second reading Ordinance 25-08 Entitled, "An Ordinance of the City Council of the City of Covina, California, Approving a Development Agreement between Zen GW Cali Partners LLC, and the City Of Covina, Related to Approval of a 3,956 Square Foot Cannabis Retail Establishment within the Covina Town Center Specific Plan (CTCSP) Mixed Use (MU) Zone Located at 125 South Citrus Avenue (APN 8444-001-018) and Making a Finding of Exemption Under CEQA".

### FISCAL IMPACT:

None.

### CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

Not applicable.

Respectfully submitted,

A handwritten signature in black ink, appearing to be "EL", is written over a horizontal line.

Eduardo Lomeli  
Assistant Planner



## **ORDINANCE 25-08**

### **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, APPROVING A DEVELOPMENT AGREEMENT BETWEEN ZEN GW CALI PARTNERS LLC, AND THE CITY OF COVINA, RELATED TO APPROVAL OF A 3,956 SQUARE FOOT CANNABIS RETAIL ESTABLISHMENT WITHIN THE COVINA TOWN CENTER SPECIFIC PLAN (CTCSP) MIXED USE (MU) ZONE LOCATED AT 125 SOUTH CITRUS AVENUE (APN 8444-001-018) AND MAKING A FINDING OF EXEMPTION UNDER CEQA**

**WHEREAS**, to strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted Government Code Sections 65864 *et seq.* (the Development Agreement Statute) which authorizes cities to enter into agreements for the development of real property in order to establish certain development rights in such property; and

**WHEREAS**, pursuant to Government Code Section 65865 the City has adopted rules and regulations establishing procedures and requirements for consideration of development agreements; and

**WHEREAS**, Zen GW Cali Partners LLC (“Zen Garden”) has proposed and sought development approvals of a cannabis retail business to be located 125 South Citrus Avenue. The proposal is for a Cannabis Retail Establishment (“Zen Garden”), consisting of a 3,956 square feet of cannabis retail space, and associated tenant improvements, within the Covina Town Center Specific Plan Mixed Use zone, located at 125 S Citrus Ave, Covina, CA, 91723 (APN: 8444-001-018).

**WHEREAS**, the project is categorically exempt pursuant to State CEQA Guidelines 15301 (1), because the project consists of the operation, repair, maintenance, permitting, leasing, licensing, and minor alteration of an existing private structure involving negligible or no expansion of an existing use, including interior or exterior alterations involving such things as interior partitions, and the approval of the Development Agreement and the project would not lead to any significant impacts. The project involves interior improvements and upgrades. No structural additions or expansions are proposed; and

**WHEREAS**, a copy of the proposed Development Agreement is attached hereto and incorporated herein as Exhibit “A” to this Ordinance; and

**WHEREAS**, pursuant to the Development Agreement Statute, the Planning Commission held a duly noticed public hearing on June 24, 2025, on the proposed project; and

**WHEREAS**, pursuant to the Development Agreement Statute, the Planning Commission held a duly noticed public hearing on June 24, 2025, on the proposed Project and Development Agreement and found that the proposed Development Agreement is consistent with objectives of the General Plan, compatible with the uses authorized for the project area, in conformity with

public convenience and beneficial to the public welfare, will not adversely impact the orderly development of property, and contains the required elements as required by law and the City; and

**WHEREAS**, the City Council, after published notice, held a public hearing on July 15, 2025 concerning the proposed Project, and has considered the reports and documents presented by City staff, the Planning Commission's recommendation, and the written and oral comments presented at the public hearing; and

**WHEREAS**, on July 15, 2025, the City Council of the City of Covina held a noticed public hearing to review the Development Agreement pursuant to the California Environmental Quality Act, Cal. Pub. Res. Code § 21000 et seq. ("CEQA"), and the State CEQA Guidelines, 14 C. C.R. 15000 et seq. and considered information presented by City staff, the Planning Commission's recommendation, and the written and oral comments presented at the public hearing; and

**WHEREAS**, on July 15, 2025, the City Council of the City of Covina, concurrently with the consideration of the proposed Project including Conditional Use Permit (CUP) 25-004 and Site Plan Review (SPR) 25-039, also considered the proposed Development Agreement at a duly noticed public hearing at which time all interested persons had an opportunity to and did testify either in support or in opposition to this matter. The City Council considered all the testimony and any comments received regarding the proposed Project prior to and at the public hearing; 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.** CEQA. The City Council, based on its own independent judgment, determines that the project to be carried out by the Development Agreement is categorically exempt pursuant to State CEQA Guidelines Section 15301 as a Class 1 exempt project. The project aligns with the operation, repair, maintenance, permitting, leasing, licensing, and minor alteration of an existing private structure involving negligible or no expansion of an existing use, including interior or exterior alterations involving such things as interior partitions. The project involves interior improvements and upgrades to an existing facility. No structural additions are proposed.

**SECTION 2.** Based on the full record of these proceedings, the City Council hereby finds the Development Agreement:

1. Is consistent with the General Plan and the City Council finds that the proposed project as conditioned, complies with all applicable provisions of the General Plan, including but not limited to the Land Use Element designation for the site and with applicable policies and objectives of the General Plan;
2. Is in conformity with good land use practices because the project approvals, and the terms and provisions of the Development Agreement will guarantee adequate safety and security of the building and operation and provide for financial and community benefits to the City so as to ensure that its operation will be compatible with and not injurious to surrounding uses and will provide general benefits to the City and the community;

3. Will not be detrimental to the health, safety and general welfare as the project approvals and provisions of the development agreement will guarantee adequate safety measures;
4. Will not adversely affect the orderly development of property or the preservation of property values because the proposed development is conditioned to be developed and operated in compliance with strict standards consistent with state law, City ordinances and conditions of approval; and
5. Contains the terms and conditions required by the City, agreed upon by the applicant and is compliant with state law. Specifically, the Agreement provides for a term of 15 years, subject to extension by mutual agreement of the City and Zen Garden (Section 3.5); provides for the permitted uses of the property, intensity of use, the size of the operation and does not require dedication of land for public purposes (Section 4); contains terms for operation by reference to the "Development Approvals" that Zen Garden must comply with in connection with the Project (Section 3.1.10 and Section 4). The Agreement also provides terms for consideration of future approvals. (Section 4.11) and various specific requirements are imposed on the operation of the commercial cannabis business that is permitted to operate pursuant to the Development Approvals and the Agreement, including the requirement for a Community Benefit Fee, provisions for job and wage creation and defense and indemnification. Based on these findings and other evidence in the record, the Development Agreement is consistent with, and the provisions of Government Code 65864 through 65869. 5.

**SECTION 3.** Based upon the aforementioned findings, and all other evidence in the record of the proceeding, the City Council hereby approves the Development Agreement between Zen GW Cali Partners and the City of Covina attached hereto as Exhibit" A" and incorporated herein by reference.

**SECTION 4.** The Mayor shall sign and the City Clerk shall attest to the passage of this Ordinance. The Mayor is authorized to execute the Development Agreement on behalf of the City once this Ordinance is effective. The executed development agreement shall be recorded against the title to the property.

**SECTION 5.** Custodian of Records. The documents and materials that constitute the record of proceedings on which these findings and this Ordinance are based are located at the City Clerk' s office located at 125 E. College Street, Covina, CA 91723. The custodian of these records is the City Clerk.

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

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

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

**SECTION 9.** Certification. The City Clerk shall certify to the passage and adoption of this Ordinance and shall enter the same in the Book of Original Ordinances.

**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:

\_\_\_\_\_  
KEVIN ENNIS, City Attorney

**CERTIFICATION**

I, Fabian Velez, Chief Deputy City Clerk of the City of Covina, do hereby certify that Ordinance 25-08 was introduced for first reading at a special 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

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**Meeting:** August 5, 2025  
**Title:** Request to Cancel the Regular City Council Meeting of August 19, 2025  
**Presented by:** Chris Marcarello, City Manager  
**Recommendation:** That the City Council consider cancelling the regular scheduled City Council Meeting of August 19, 2025.

### EXECUTIVE SUMMARY:

The City Council has legal authority to establish meeting dates and times and to cancel or reschedule such meetings with proper and timely public notice. Due to an anticipated lack of quorum, it is recommended that the City Council consider cancelling the meeting of August 19, 2025, and direct the City Clerk's Office to post the required notice of cancellation.

### FISCAL IMPACT:

None.

### CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

Not applicable.

Respectfully submitted,

Chris Marcarello  
City Manager





## CC Regular Meeting

# AGENDA ITEM REPORT

**Meeting:** August 5, 2025

**Title:** Speed Hump Installation Project – Armel Drive between Rowland Avenue and Workman Avenue

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

**Recommendation:**

1. Approve Recommendation from the Transportation and Mobility Advisory Commission for the installation of speed humps on Armel Drive between Rowland Avenue and Workman Avenue; and
2. Award a Minor Construction and Maintenance Agreement to FS Contractors, Inc as the lowest responsive, responsible bidder in an amount not-to-exceed \$22,950 and authorize the City Manager to execute the agreement.

### EXECUTIVE SUMMARY:

During the past several months, the Department of Public Works - Engineering Division has received service requests from residents for the installation of traffic calming speed humps along Armel Drive between Rowland Avenue and Workman Avenue. On January 14, 2025, City staff presented this request to the Transportation and Mobility Advisory Commission for their consideration and recommendation to the City Council. The Transportation and Mobility Advisory Commission reviewed and approved staff's recommendation for the installation of two speed humps on Armel Drive between Rowland Avenue and Workman Avenue.

Speed humps have been used as a traffic calming device in many cities to reduce vehicle speeds on local residential streets with a single travel lane in each direction. Speed humps are round, raised areas of asphalt constructed across the roadway width. The length of speed humps are generally 12 feet with a maximum height of 3 inches; speed humps can also span the full width of a street tapering at the gutters to not affect storm water flow.

### BACKGROUND:

Armel Drive is a residential local roadway that runs north / south, carries one lane of traffic in each direction and is stop-controlled at Rowland Avenue and Workman Avenue. The roadway is approximately 32-feet wide from curb face to curb face with parking allowed on the west and east side of the road with no street sweeping restrictions. The length of the project area is approximately 1,260 linear feet.

Several requests were made to the Engineering Department from residents living on Armel Drive between Rowland Avenue and Workman Avenue for the installation of traffic calming improvements. Residents stated vehicles are speeding through their neighborhood due to the lack of stop signs and other traffic calming measures and that an accident involving a vehicle may happen at any time.

### DISCUSSION:

Residents living at this location submitted a Speed Hump request to the Engineering Division (Attachment A). City staff reviewed and analyzed the request according to the City's Speed Hump Policy and determined that this street segment is eligible for the installation of two speed humps pursuant to the following:

- A substantial majority (67%) of residents on logical continuous segments of a local residential street must support the installation of speed humps; 68% approved the installation.

- The street shall be no more than one lane in each direction.
- The street should not be a truck route or a transit route.
- The street should not have grades greater than 5%. On hilly/rolling streets, the eligible segment of the street shall meet the minimum sight distance requirements.
- Streets eligible for the installation of speed humps shall have a posted speed limit of 30 mph or less as determined in accordance with State Law, and shall have an 85% percentile speed minimum of 10 mph over the posted speed limit.
- Streets less than 1,200 feet and greater than 600 feet may be eligible for speed humps provided they meet all other criteria and the street is continuous to street segments of 1,200 feet or longer with speed humps.

City staff requested informal proposals for the Speed Hump Installation Project – Armel Drive between Rowland Avenue and Workman Avenue and three (3) proposals were submitted with the following results:

<b>Rank</b>	<b>Contractor</b>	<b>Location</b>	<b>Bid Base Amount</b>
1	FS Contractors, Inc	Sylmar, CA	\$22,950
2	G.M. Sager Construction Co, Inc	Pomona, CA	\$27,000
3	Gentry Brothers, Inc	Irwindale, CA	No Response

City staff reviewed all proposal documents as well as contractor backgrounds and recently completed projects for competency. It was subsequently determined that FS Contractors, Inc. was the lowest responsive, responsible bidder to perform the Speed Hump Installation Project – Armel Drive between Rowland Avenue and Workman Avenue.


#### **FISCAL IMPACT:**

This project will be funded by the Measure R half-cent sales tax used to finance new transportation projects and programs. A total funding amount of \$100,000 has been allocated from Measure R funding sources (Account No. 2410-2200-55310-T2602) for the Traffic Calming Improvement Project – City Wide in the City’s approved Fiscal Year 2025-2026 Capital Improvement Program Budget. Construction of the Speed Hump Installation Project on Armel Drive between Rowland Avenue and Workman Avenue will serve as a new traffic calming measure intended to protect the health and safety of Covina residents.

#### **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



14838 BLEDSON STREET • SYLMAR, CA 91342 PHONE: (818) 838-6040 • FAX: (818) 838-6171  
CONTRACTOR'S LICENSE NO. 1005940 CLASS A-C8-C27 • DIR NO. 1000033438

## PROPOSAL R2

Speed Humps at S Armel Drive

July 14, 2025

Mr. Michael Flores, Jr.  
Public Works Manager  
City of Covina  
Department of Public Works  
125 East College Street  
Covina, CA 91723  
[mflores@covinaca.gov](mailto:mflores@covinaca.gov)  
626-384-5482 Office

**PROJECT: Speed Humps at S Armel Drive between E Rowland Avenue and E Workman Avenue**

Dear Mr. Flores, Jr.:

Per your December 3, 2024 and July 7, 2025 email requests, we hereby propose to furnish all labor, material, equipment, and transportation necessary to complete the work as itemized in the table below. The scope of work includes the construction of two (2) speed humps on S Armel Drive between E Rowland Avenue and E Workman Avenue. Reference attached email correspondence, photos, and City speed hump standard.

Item Description		Quantity	Unit	Unit Price	Item Total
1	Mobilization and traffic control.	1	LS	\$1,000.00	\$1,000.00
2	Construct speed hump per attached City Standard ST-010. Street is 32' wide.	2	EA	\$7,000.00	\$14,000.00
3	Furnish and install striping and signage for speed hump per attached City Standard ST-010.	1	LS	\$7,950.00	\$7,950.00
<b>TOTAL PRICE*</b>					<b>\$22,950.00</b>

\*The Total Price is the minimum price for performing the work even if the final quantity ends up being less than that shown on the Proposal. If the quantity exceeds the specified quantity, then the additional quantity will be charged per the unit price. Price is good for 30 days from the date of Proposal. Price is based on prevailing wage rates. All work is based on one move-in. Additional move-ins will be charged at a rate of \$1,000.00 each.

**EXCLUSIONS:** Permits, bond, engineering survey, re-establishment of survey monument, utility relocation and removal of existing striping are not included in the proposal.

### ACCEPTANCE OF PROPOSAL

I/We agree to and hereby accept the proposed scope of work and prices. You are hereby authorized to proceed with the work.

Accepted By:

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## **CITY OF COVINA AGREEMENT FOR MINOR CONSTRUCTION AND MAINTENANCE SERVICES**

This Agreement (“Agreement”) is dated August 5, 2025 (“Effective Date”) and is between the City of Covina, a California municipal corporation (“City”) and FS Contractors, Inc a California corporation (Contractor”). City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

### **RECITALS**

A. City desires to utilize the services of Contractor as an independent contractor to construction of the Traffic Calming Improvements Project – Project No. T2602.

B. Contractor represents that it is fully qualified to perform such work by virtue of its experience and the training, education and expertise of its principals and employees.

C. City desires to retain Contractor and Contractor desires to serve City to perform this work 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. Cost of Work. For the Work described in Section 3 of this Agreement, Contractor shall receive the sum of Twenty-Two Thousand Nine Hundred and Fifty Dollars (\$22,950) payable in accordance with the Schedule of Payments, attached hereto and incorporated herein as **Exhibit A** (Scope of Work). Any terms other than a description of the work to be performed, costs of the work, or the payment schedule contained in Exhibit A is null and void and not a part of this Agreement.

B. Expenses. The amount set forth in paragraph A shall include reimbursement for all actual and necessary expenditures reasonably incurred in the performance of this Agreement.

C. Additional Services. City shall not allow any claims for additional services performed by Contractor, unless the City Council and the Contractor Representative authorize the additional services in writing prior to Contractor’s performance of the additional services or incurrence of additional expenses. Any additional services or expenses authorized by the City Council shall be compensated at the rates set forth in **Exhibit A** (Scope of Work and Payment Schedule), 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.

ATTACHMENT B

### 3. Contractor's Work.

A. Scope of Services. Contractor shall construct and install all of the work described in the Scope of Work, attached hereto and incorporated herein as **Exhibit A** (Scope of Work and Payment Schedule) and shall provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required for the Work. All of said Work to be performed and materials to be furnished for the Work shall be in strict accordance with the specifications set forth in the Scope of Work. The Work shall be completed within the time set forth in the Scope of Work. Contractor shall not commence the Work until such time as directed in writing by the City. City may request, in writing, changes in the Scope of Work to be performed. Any changes mutually agreed upon by the parties, and any increase or decrease in compensation, shall be incorporated by written amendments to this Agreement.

B. Party Representatives. For the purposes of this Agreement, the City Representative shall be the City Manager, or such other person designated in writing by the City Manager (the "City Representative"). For the purposes of this Agreement, the Contractor Representative shall be Jose Angel Fierros, President (the "Contractor Representative"). The Contractor Representative shall directly manage Contractor's Work under this Agreement. Contractor shall not change the Contractor Representative without City's prior written consent.

C. Time for Performance. Contractor shall commence the Work on the Effective Date and shall perform all Work by the deadline established by the City Representative or, if no deadline is established, with reasonable diligence.

D. Standard of Performance. Contractor shall perform all Work under this Agreement in accordance with the standard of care generally exercised by like professionals under similar circumstances and in a manner reasonably satisfactory to City.

E. Personnel. Contractor has, or will secure at its own expense, all personnel required to perform the Work required under this Agreement. All of the Work required under this Agreement shall be performed by Contractor or under its supervision, and all personnel engaged in the work shall be qualified to perform such Work. Contractor shall determine the means, methods, and details by which Contractor's personnel will perform the Work under this Agreement. Contractor shall be solely responsible for the satisfactory work performance of all personnel engaged in performing the Work and compliance with the customary professional standards.

F. Compliance with Laws. The Contractor shall keep itself informed of all local, state and federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Contractor shall at all times observe and comply with all such ordinances, laws and regulations. The City and its agents shall not be liable at law or in equity occasioned by failure of the Contractor to comply with this section. This Agreement may call for services that, in whole or in part, constitute "public works," as defined in the California Labor Code. Therefore, as to those services that may be "public works", including construction services. Contractor shall comply in all respects with all applicable provisions of the California Labor Code, including those set forth in **Exhibit B**.



G. Permits and Licenses. Contractor shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of services under this Agreement, including a business license.

H. City Approval. All labor, materials, tools, equipment, and services shall be furnished and work performed and completed subject to the approval of City or its authorized representatives, and the quality of the workmanship shall be guaranteed for one year from date of acceptance.

I. Performance and Labor and Material Bonds. Within ten (10) business days from the execution of this Agreement, Contractor shall provide the City with: (1) a Performance Bond, which shall be maintained until the end of the warranty period set forth in subsection O of this Section 3, to assure faithful performance of this Agreement in regard to the work required to be constructed pursuant to this Agreement in the amount of the Contract; and (2) a Labor and Materials Bond to secure payment to any contractor, subcontractor, persons renting equipment, or furnishing labor or materials for the work required to be constructed or installed pursuant to this Agreement in the additional amount of the Contract. The bonds shall be in substantially the form attached hereto as **Exhibits C and D**, incorporated herein by this reference, and approved by the City Attorney. The surety shall be a surety admitted in the State of California and approved by the City.

J. Contractor's Independent Investigation. No plea of ignorance of conditions that exist or that may hereafter exist or of conditions of difficulties that may be encountered in the execution of the work under this Contract, as a result of failure to make the necessary independent examinations and investigations, and no plea of reliance on initial investigations or reports prepared by City for purposes of letting this Contract out to proposal will be accepted as an excuse for any failure or omission on the part of the Contractor to fulfill in every detail all requirements of this Contract. Nor will such reasons be accepted as a basis for any claims whatsoever for extra compensation or for an extension of time.

K. Contractor's Affidavit. After the completion of the Work contemplated by this Agreement, Contractor shall file with the City Manager his affidavit stating that all workmen and persons employed, all firms supplying materials, and all subcontractors on the Work have been paid in full, and that there are no claims outstanding against the project for either labor or materials, except certain items, if any, to be set forth in an affidavit covering disputed claims or items in connection with a Stop Notice which has been filed under the provisions of the laws of the State of California.

L. Utility Location. City acknowledges its responsibilities with respect to locating utility facilities pursuant to California Government Code Section 4215.

M. Regional Notification Centers. Contractor agrees to contact the appropriate regional notification center in accordance with Government Code Section 4215.

N. Inspection. The Work shall be subject to inspection and testing by City and its authorized representatives during manufacture and construction and all other times and places, including without limitation, the plans of Contractor and any of its suppliers. Contractor shall provide all reasonable facilities and assistance for the safety and convenience of inspectors. All

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inspections and tests shall be performed in such manner as to not unduly delay the Work. The Work shall be subject to final inspection and acceptance notwithstanding any payments or other prior inspections. Such final inspection shall be made within a reasonable time after completion of the Work.

O. Warranty. Contractor shall guarantee or warranty the work done pursuant to this Agreement for a period of one year following acceptance thereof by City against any defective work or labor done or defective materials furnished.

P. Liquidated Damages; Extension Of Time. In accordance with Government Code Section 53069.85, Contractor agrees to forfeit and pay to City the sum of Five Hundred Dollars (\$500.00) per day for each calendar day completion is delayed beyond the time allowed pursuant to Section 3 of this Agreement. Such sum shall be deducted from any payments due to or to become due to Contractor. Contractor will be granted an extension of time and will not be assessed liquidated damages for unforeseeable delays beyond the control of, and without the fault or negligence of, the Contractor including delays caused by City. Within ten (10) calendar days of the occurrence of such delay, Contractor shall give written notice to City. Within thirty (30) calendar days of the occurrence of the delay, Contractor shall provide written documentation sufficient to support its delay claim to City. Contractor's failure to provide such notice and documentation shall constitute Contractor's waiver, discharge, and release of such delay claims against City.

#### **4. Method of Payment.**

A. Invoices. Contractor shall submit to City an invoice, on a monthly basis or less frequently, for actual services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period, hourly rates charged, if applicable, and the amount due. If City disputes any of Contractor's fees, it shall give written notice to Contractor within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

B. Payment. City shall pay all undisputed invoice amounts within thirty (30) calendar days after receipt up to the maximum compensation set forth in Section 2 of this Agreement. City shall not withhold federal payroll, state payroll or other taxes, or other similar deductions, from payments made to Contractor. For all reimbursements authorized by this Agreement, Contractor shall provide receipts on all reimbursable expenses in excess of Fifty Dollars (\$50) in such form as approved by the Finance Director.

C. Audit of Records. Contractor shall make all records, invoices, time cards, cost control sheets and other records maintained by Contractor in connection with this agreement available during Contractor's regular working hours to City for review and audit by City.

D. Waiver of Claims. On or before making final request for payment under Paragraph B, above, Contractor shall submit to City, in writing, all claims for compensation under or arising out of this Agreement; the acceptance by Contractor of the final payment shall constitute a waiver of all claims against City under or arising out of this Contract except those previously made in writing and request for payment. Contractor shall be required to execute an affidavit, release and indemnify agreement with each claim for payment.

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**5. Ownership of Documents.** Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the work, surveys, notes, and other documents prepared in the course of providing the services to be performed (“written products”) pursuant to this Agreement shall become the sole property of the City without restriction or limitation upon its use and may be used, reused, disseminated or otherwise disposed of by the City without the permission of the Contractor. With respect to computer files containing data generated for the work, Contractor shall make available to the City, upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files. Contractor may take and retain copies of the written products as desired, but the written products shall not be the subject of a copyright application by Contractor.

**6. Independent Contractor.**

A. Contractor is, and shall at all times remain as to City, a wholly independent contractor and not an employee of City. The personnel performing the services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor shall have no power to incur any debt, obligation, or liability on behalf of City. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees. Contractor shall not, at any time, or in any manner, represent that it or any of its officers, agents or employees are in any manner employees of City. Contractor and Contractor's personnel shall not supervise any of City's employees; and City's employees shall not supervise Contractor's personnel. Contractor'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 Contractor'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. Contractor shall acquire and maintain, at its sole cost and expense, such vehicles, equipment, and supplies as Contractor's personnel require to perform any of the services required by this Agreement. Contractor shall perform the services off of City premises at locations of Contractor's choice, except as otherwise may from time to time be necessary in order for Contractor's personnel to receive projects from City, review plans on file at City, pick up or deliver any work product related to Contractor's performance of the Work 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 Contractor from time to time for Contractor'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 Contractor in connection with the performance of this Agreement. Except for the fees paid to Contractor as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Contractor for performing Work hereunder for City. City shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing Work hereunder. Contractor shall be responsible for and pay all wages, salaries, benefits and other amounts due to Contractor's personnel in connection with their performance of the Work under this Agreement and as required by law. Contractor 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,

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regulation, statute or ordinance to the contrary, Contractor and any of its officers, employees, agents, and subcontractors providing any of the Work 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. Contractor 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 Contractor’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 Contractor under this Agreement any amount due to City from Contractor as a result of Contractor’s failure to promptly pay to City any reimbursement or indemnification arising under this Section 6. This duty of indemnification is in addition to Contractor’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. Contractor agrees that, in providing its employees and any other personnel to City to perform the Work under this Agreement, Contractor 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, Contractor 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. Contractor 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 Contractor’s violation of any provisions of this Section 7. This duty of indemnification is in addition to Contractor’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 Contractor or provided for performance of this Agreement are deemed confidential. Contractor shall keep all data confidential and shall not disclose any data to any person or entity without City’s prior written consent. City shall grant such consent if disclosure is legally required. Contractor shall return all data to City upon the expiration or

termination of this Agreement. Contractor's covenant under this Section 8 shall survive the expiration or termination of this Agreement.

**9. Conflicts of Interest.** Contractor and its officers, employees, associates and subcontractors, if any, shall comply with all conflict of interest statutes of the State of California applicable to Contractor's Work under this Agreement, including the Political Reform Act (Gov. Code, § 81000 *et seq.*) and Government Code Section 1090. During the term of this Agreement, Contractor may perform similar services for other clients, but Contractor and its officers, employees, associates and subcontractors shall not, without the City Representative's prior written approval, perform work for another person or entity for whom Contractor is not currently performing work that would require Contractor or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Contractor shall incorporate a clause substantially similar to this Section 9 into any subcontract that Contractor 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, Contractor shall, at its sole cost and expense, defend, hold harmless and indemnify City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens and losses of any nature whatsoever, including fees of accountants, attorneys or other professionals, and all costs associated therewith, and the payment of all consequential damages (collectively "Liabilities"), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Contractor, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Contractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the parties. Contractor shall defend the Indemnitees in any action or actions filed in connection with any Liability with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Contractor shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

2) Contractor shall pay all required taxes on amounts paid to Contractor under this Agreement, and indemnify and hold City harmless from any and all taxes, assessments, penalties and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Contractor shall fully comply with the workers' compensation law regarding Contractor and Contractor's employees. Contractor shall indemnify and hold City harmless from any failure of Contractor to comply with applicable workers' compensation laws. City may offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this Subparagraph A. 2).

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3) Contractor 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 Contractor in the performance of this Agreement. If Contractor fails to obtain such indemnity obligations, Contractor shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Liabilities in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Contractor's subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Contractor's subcontractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the parties.

B. Workers' Compensation Acts not Limiting. Contractor's indemnifications and obligations under this Section 10, or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

C. Insurance Requirements not Limiting. City does not, and shall not, waive any rights that it may possess against Contractor because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The indemnities in this Section 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. Contractor'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. Contractor shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

1) Commercial General Liability Insurance with a minimum limit of 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 Contractor is a limited liability company, the commercial general liability coverage shall be amended so that Contractor and its managers, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

2) Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of Two Million Dollars (\$2,000,000) per accident for bodily injury and property damage. If Contractor does not use any owned, non-owned or hired vehicles in the performance of Work under this Agreement, Contractor shall obtain a non-owned auto endorsement to the Commercial General Liability policy required under Subparagraph A. 1) of this Section 11.

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3) Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000) per accident for bodily injury or disease. If Contractor has no employees while performing Work under this Agreement, workers' compensation policy is not required, but Contractor shall provide an executed declaration that it has no employees.

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 Contractor's insurance and shall not contribute with it.

E. Contractor's Waiver of Subrogation. The insurance policies required under this Section 11 shall not prohibit Contractor and Contractor's employees, agents or subcontractors from waiving the right of subrogation prior to a loss. Contractor hereby waives all rights of subrogation against City.

F. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be approved by City. At City's option, Contractor shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Contractor shall procure a bond guaranteeing payment of losses and expenses.

G. Cancellations or Modifications to Coverage. Contractor shall not cancel, reduce or otherwise modify the insurance policies required by this Section 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, Contractor shall, within two (2) business days of notice from the insurer, phone, fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.

H. City Remedy for Noncompliance. If Contractor does not maintain the policies of insurance required under this Section 11 in full force and effect during the term of this Agreement, or in the event any of Contractor's policies do not comply with the requirements under this Section 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 Contractor's expense, the premium thereon. Contractor shall promptly reimburse City for any

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premium paid by City or City may withhold amounts sufficient to pay the premiums from payments due to Contractor.

I. Evidence of Insurance. Prior to the performance of Work under this Agreement, Contractor shall furnish City's Risk Manager with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Section 11. The endorsements are subject to City's approval. Contractor may provide complete, certified copies of all required insurance policies to City. Contractor shall maintain current endorsements on file with City's Risk Manager. Contractor shall provide proof to City's Risk Manager that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Contractor shall furnish such proof at least two (2) weeks prior to the expiration of the coverages.

J. Indemnity Requirements not Limiting. Procurement of insurance by Contractor shall not be construed as a limitation of Contractor's liability or as full performance of Contractor's duty to indemnify City under Section 10 of this Agreement.

K. Subcontractor Insurance Requirements. Contractor shall require each of its subcontractors that perform Work 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 Contractor with all pertinent data, documents and other requested information as is reasonably available for Contractor's proper performance of the Work required under this Agreement.

B. Contractor's Cooperation. In the event any claim or action is brought against the City relating to Contractor's performance or Work rendered under this Agreement, Contractor shall render any reasonable assistance that City requires.

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

## **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 Contractor at least seven (7) calendar days before the termination or suspension is to be effective. Contractor may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to City at least sixty (60) calendar days before the termination is to be effective.

B. Obligations upon Termination. Contractor shall cease all work under this Agreement on or before the effective date of termination specified in the notice of termination. In

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the event of City's termination of this Agreement due to no fault or failure of performance by Contractor, City shall pay Contractor based on the percentage of work satisfactorily performed up to the effective date of termination. In no event shall Contractor be entitled to receive more than the amount that would be paid to Contractor for the full performance of the Work required by this Agreement.

**15. Force Majeure.** Contractor shall not be liable for any failure to perform its obligations under this Agreement if Contractor presents acceptable evidence, in City's sole judgment, that such failure was due to strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond Contractor's reasonable control and not due to any act by Contractor.

**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 Contractor's and City's regular business hours, or (c) five business days after deposit in the United States mail, by first class mail, postage prepaid, and addressed to the party to be notified as set forth below:

If to City:  
Attn: Engineering Division  
City of Covina  
125 E. College Street  
Covina, California 91723

If to Contractor:  
Jose Angel Fierros, President  
FS Contractors, Inc  
14838 Bledsoe Street  
Sylmar, CA 91342

**17. Non-Discrimination and Equal Employment Opportunity.** In the performance of this Agreement, Contractor shall not discriminate against any employee, subcontractor or applicant for employment because of race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information, sexual orientation or other basis prohibited by law. Contractor will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information or sexual orientation.

**18. Prohibition of Assignment and Delegation.** Contractor shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, without City's prior written consent. City's consent to an assignment of rights under this Agreement shall not release Contractor from any of its obligations or alter any of its primary obligations to be performed under this Agreement. Any attempted assignment or delegation in violation of this Section 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.

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**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, B, C, and D constitute a part of this Agreement and are incorporated into this Agreement by this reference. If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, the provisions of this Agreement shall control.

**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. If the City Manager has entered into this Agreement on behalf of the City, the City Manager may approve an amendment to this Agreement and additional payment up to the amount of his contract authority. If this Agreement was originally approved by the City Council, then any amendments shall be approved by the City Council, except that the City Manager may approve amendments extending the time for performance, modifying the scope of work without any change to the maximum payment, approving a change in name of the Contractor, or terminating 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

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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. Claim Dispute Resolution.** In the event of any dispute or controversy with the City over any matter whatsoever, the Contractor shall not cause any delay or cessation in or of work, but shall proceed with the performance of the work in dispute. The Contractor shall retain any and all rights provided that pertain to the resolution of disputes and protests between the parties. The disputed work will be categorized as an "unresolved dispute" and payment, if any, shall be as later determined by mutual agreement or a court of law. The Contractor shall keep accurate, detailed records of all disputed work, claims and other disputed matters. All claims arising out of or related to the Agreement or this Project, and the consideration and payment of such claims, are subject to the Government Claims Act (Government Code Section 810 et seq.) with regard to filing claims. All such claims are also subject to Public Contract Code Section 9204 and Public Contract Code Section 20104 et seq. (Article 1.5), where applicable. This Contract hereby incorporates those provisions as though fully set forth herein. Thus, the Contractor or any Subcontractor must file a claim in accordance with the Government Claims Act as a prerequisite to filing a construction claim in compliance with Section 9204 and Article 1.5 (if applicable), and must then adhere to Article 1.5 and Section 9204, as applicable, pursuant to the definition of "claim" as individually defined therein.

**30. 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.

**31. Authority to Execute Agreement.** The person or persons executing this Agreement on behalf of Contractor warrants and represents that he or she has the authority to execute this Agreement on behalf of the Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

*[SIGNATURE PAGE FOLLOWS]*

ATTACHMENT B

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

Contractor:

FS Contractors, Inc.  
a California Corporation

By: \_\_\_\_\_  
Name: Jose Angel Fierros  
Title: President

By: \_\_\_\_\_  
Name: Jose Ernesto Fierros  
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**  
**SCOPE OF WORK**

**EXHIBIT B**  
**CALIFORNIA LABOR CODE COMPLIANCE**  
**(Labor Code §§ 1720 et seq., 1813, 1860, 1861, 3700)**

If this Agreement calls for services that, in whole or in part, constitute “public works” as defined in the California Labor Code, then:

1. This Agreement is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and the awarding public agency (“City”) and Contractor agrees to be bound by all the provisions thereof as though set forth in full herein.
2. Contractor shall be registered with the Department of Industrial Relations (“DIR”) in accordance with California Labor Code Section 1725.5 and has provided proof of registration to City prior to the Effective Date of this Agreement.
3. Contractor shall comply with the provisions of California Labor Code Sections 1771, 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The applicable prevailing wage determination(s) may be obtained at (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>), are on file with City, and are available to any interested party upon request. Contractor shall, as a penalty to City, forfeit not more than two-hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any public work done under this Agreement by Contractor or by any subcontractor.
4. Pursuant to California Labor Code Section 1771.4, Contractor’s services are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor shall post job site notices as prescribed by DIR regulations and agrees to furnish the records specified in California Labor Code Section 1776 directly to the Labor Commissioner in the manner prescribed by California Labor Code Section 1771.4(a)(3) and (c)(2).
5. Contractor shall comply with the provisions of California Labor Code Section 1776 which, among other things, require Contractor and each subcontractor to: (1) keep accurate payroll records, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform City of the location of the records. Contractor is responsible for compliance with Section 1776 by itself and all of its subcontractors.
6. Contractor shall comply with the provisions of California Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that Contractor is responsible for compliance with Section 1777.5 by itself and all of its subcontractors.
7. Contractor shall comply with the provisions of California Labor Code Section 1813 concerning penalties for workers who work excess hours. Contractor shall, as a penalty to City, forfeit twenty-five dollars (\$25) for each worker employed in the execution of this Agreement by Contractor or by any subcontractor for each calendar day during which such

worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the California Labor Code.

8. California Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

“I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Agreement.”

Date \_\_\_\_\_ Signature \_\_\_\_\_

**EXHIBIT C**  
**PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Covina ("City"), State of California, has awarded to FS Contractors, Inc –  
14838 Bledsoe Street, Sylmar, CA 91342 ("Principal")  
(*Name and address of Contractor*)

a contract (the "Contract") for the Work described as follows:

**TRAFFIC CALMING IMPROVEMENTS PROJECT – PROJECT NO. T2602**  
(*Project Description/ Name*)

WHEREAS, Principal is required under the terms of the Contract to furnish a Bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Principal, and \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(*Name and address of Surety*)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the City in the penal sum of \_\_\_\_\_

\_\_\_\_\_ Dollars (\$\_\_\_\_\_), this amount being not less than the total Contract Price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors executors and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Contract and any alteration thereof made as therein provided, on the Principal's part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered. Surety hereby waives any statute of limitations as it applies to an action on this Bond.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or of the Work to be performed thereunder or the specifications



accompanying the same shall in anywise affect its obligations under this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the specifications. Surety hereby waives the provisions of California Civil Code Sections 2845 and 2849. The City is the principal beneficiary of this Bond and has all rights of a party hereto.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: \_\_\_\_\_

“Principal”

“Surety”

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

*(Seal)*

*(Seal)*

**Note:** This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. DATE OF BOND MUST NOT BE BEFORE DATE OF CONTRACT. IF CONTRACTOR IS A PARTNERSHIP, ALL PARTNERS MUST EXECUTE BOND. DATE OF BOND MUST NOT BE PRIOR TO DATE OF CONTRACT. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

**EXHIBIT D**  
**PAYMENT BOND**  
**(LABOR AND MATERIALS)**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Covina ("City"), State of California, has awarded to FS Contractors, Inc –  
14838 Bledsoe Street, Sylmar, CA 91342 ("Principal")  
(*Name and address of Contractor*)

a contract (the "Contract") for the Work described as follows:

**TRAFFIC CALMING IMPROVEMENTS PROJECT – PROJECT NO. T2602**  
(*Project Description/Name*)

WHEREAS, under the terms of the Contract, the Principal is required before entering upon the performance of the Work, to file a good and sufficient payment Bond with the City to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

NOW, THEREFORE, we, the undersigned Principal, and \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
(*Name and address of Surety*)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the City and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the Contract and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this Work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this Bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by City in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this Bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this Bond.

Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time within which a joint labor management committee may commence an action against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section

1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or the Specifications accompanying the same shall in any manner affect its obligations on this Bond, and it does hereby waive notice of any such change, extension, alteration or addition.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: \_\_\_\_\_

“Principal”

“Surety”

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

(Seal)

(Seal)

**Note:** This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. DATE OF BOND MUST NOT BE BEFORE DATE OF CONTRACT. IF CONTRACTOR IS A PARTNERSHIP, ALL PARTNERS MUST EXECUTE BOND. DATE OF BOND MUST NOT BE PRIOR TO DATE OF CONTRACT. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.





## CC Regular Meeting

# AGENDA ITEM REPORT

**Meeting:** August 5, 2025

**Title:** Award of Contract to FS Contractors, Inc. for the Replacement of Fencing located at the Covina City Yard and various locations along Charter Oak Wash in an amount not-to-exceed \$52,500

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

**Recommendation:** Authorize the City Manager to execute a contract between FS Contractors, Inc. and the City of Covina for the Replacement of Fencing located at the Covina City Yard and various locations along Charter Oak Wash.

### EXECUTIVE SUMMARY/BACKGROUND:

The Department of Public Works is responsible for maintaining City-owned fencing at various locations across Covina and large sections of fencing that have been in place for decades and are now deteriorated, rusted, and/or encroaching onto neighboring properties. Three locations in particular need of replacement are situated along the Charter Oak Wash, abutting City property lines. Similarly, the fencing enclosing the City Yard is decades old and has been vandalized several times in attempts to gain access to the facility after-hours. Fencing at the aforementioned locations currently poses increasing security and safety risks to both City and neighboring properties and the installation of new fencing should provide greater security and reduce trespassing, decrease the need for repairs and fortify the structures for years to come. Thus, City staff is recommending approval of a fencing contract to FS Contractors, Inc. in an amount not-to-exceed \$52,500 (Attachment A) for the installation of new fencing at four citywide locations.

### DISCUSSION:

City staff recently assessed the condition of city-owned fencing in multiple locations and determined the following four (4) locations to be in most urgent need of fencing repairs:

- City Yard – 534 North Barranca Avenue
- Banna Avenue access Charter Oak Wash – Nearest 714 North Banna Avenue
- Glendora Avenue access Charter Oak Wash – Nearest 702 North Banna Avenue
- Greenpark Avenue access Charter Oak Wash – Nearest 781 North Greenpark Avenue (on Cypress Street)

Two sections of fencing (southwest and northwest corners) at the City Yard have been identified for replacement and the existing chain-link fence at the southwest corner will be replaced with wrought-iron fencing in order to deter future attempts at unauthorized facility access. To date, there have been nearly 10 holes that City staff has repaired after these attempts. At the northern end of the lot, the exiting chain-link fence abuts the railroad tracks and will be replaced with new chain-link. This will establish a structure that no longer leans toward the tracks and provides a safer delineation for both properties.

At each of the above-listed entrances of the Charter Oak Wash, the access points have been in place for years and are deteriorating and rusting. Replacement of existing chain-link fencing with new chain-link will improve safety and security and also enhance the aesthetics of the residential neighborhood.

The Department of Public Works utilized informal bidding procedures and reached out to three qualified contractors to perform the specified scope of work, resulting in the following bids:

<b>Rank</b>	<b>Consultant</b>	<b>Location</b>	<b>Cost</b>
1	FS Contractors, Inc.	Sylmar, CA	\$52,500.00
2	West Coast Fencing	Riverside, CA	No Response
3	GM Sager Construction Co, Inc.	Pomona, CA	No Response

City staff reviewed all proposal documents as well as the contractor's background and recent projects for competency and subsequently determined that FS Contractor's, Inc. is the successful lower bidder. It is recommended that a contract (Attachment B) for the Replacement and Repair of Fences located at the City Yard and various locations along the Charter Oak Wash be awarded to FS Contractor's, Inc. as the lowest responsive and responsible bidder in an amount not-to-exceed \$52,500.

#### **FISCAL IMPACT:**

Sufficient funding is available in the Public Works Department Operational Budget, approved as part of the Fiscal Year 2025-2026 Citywide Budget by the City Council on May 6, 2025.

#### **City Yard – 534 N. Barranca Avenue**

<b>Funding Source</b>	<b>Account</b>	<b>Total</b>
Transportation (Prop A)	24004350-52410	\$5,000
Environmental	62005580-52400	\$5,000
Building Maintenance	70206100-52400	\$10,000
Sewer	63002700-52410	\$15,500
<b>City Yard Sub-Total</b>		<b>\$35,500</b>

#### **Charter Oak Wash – Various Locations**


<b>Funding Source</b>	<b>Account</b>	<b>Total</b>
Engineering	10102100-51990	\$9,000
Engineering	10102100-51990	\$4,500
Engineering	10102100-51990	\$3,500
<b>Charter Oak Wash Sub-Total</b>		<b>\$17,000</b>

<b>Total Fiscal Impact</b>	<b>\$52,500</b>
----------------------------	-----------------

#### **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



14838 BLED SOE STREET • SYLMAR, CA 91342 PHONE: (818) 838-6040 • FAX: (818) 838-6171  
CONTRACTOR'S LICENSE NO. 1005940 CLASS A-C8-C27 • DIR NO. 1000033438

## PROPOSAL

Fence Repairs – Various locations

July 18, 2025

Mr. Hugo Guerrero  
City of Covina  
Department of Public Works  
125 East College Street  
Covina, CA 91723-2199  
[HGuerrero@covinaca.gov](mailto:HGuerrero@covinaca.gov)

Dear Mr. Guerrero:

Per your request, we hereby propose to furnish all labor, material, equipment, and transportation necessary to complete the work as itemized in the table below. The scope of work includes the repairing fence at various locations per details below.

Item Description		Item Total
1	<b>City of Covina Public Works:</b> <b>Front:</b> Remove and haul away approx. 168' of existing chain link fence. Furnish and install wrought iron fence, 8' height. All fence post to be 3"x3"x14g embedded in concrete 36"D and spaced at every 8' on centers. Top and bottom rail to be 2"x3"x14g. Fence pickets to be 1"x1"x14g spaced at every 4" on center. All fence panels and post to be primer and painted color black to match existing. Includes the installation of temp fence to protect premises during construction ..... (\$32,500.00)  <b>Back:</b> Remove and replace in kind (8) damage 1-7/8" post. Re-use existing chain link fence and barb wire; for a complete repair (Excludes SCRRA permits and fees, if required) ..... (\$3,000.00)	\$35,500.00
2	<b>Next to 714 N. Banna Ave:</b> At canal wash entrance, both sides of the Road; Remove and haul away existing 5ft chain link fence. Furnish and install 5ft height x 9 gage chain link fence. Clean and pain all existing fence post and fittings. Re hung double drive gate and install drop rod receiver. Does not include retaining curbs/walls	\$9,000.00
3	<b>Next to 702 N. Glendora Ave:</b> At canal wash entrance (East side of the Road); Remove and haul away existing 5ft chain link fence. Furnish and install 5ft height x 9 gage chain link fence to match existing in kind. Clean and paint all existing fence post and fence components color Galvanized.	\$4,500.00
4	<b>Next to 871 N. Greenpark Ave, on Cypress St:</b> At canal wash entrance (South side of the Road); Remove and haul away existing chain link fence. Paint color galvanize existing fence fittings and parts. Furnish and install 5' height x 9 gage chain link fence.	\$3,500.00
<b>TOTAL PRICE*</b>		<b>\$52,500.00</b>

\*The Total Price is the minimum price for performing the work even if the final quantity ends up being less than that shown on the Proposal. If the quantity exceeds the specified quantity, then the additional quantity will be charged per the unit price. Price is good for 30 days from the date of Proposal. Price is based on prevailing wage rates. All work is based on one move-in. Additional move-ins will be charged at a rate of \$1,000.00 each.

EXCLUSIONS: Permits, bond, engineering survey, overnight security, and utility relocation are not included in the proposal.

### ACCEPTANCE OF PROPOSAL

I/We agree to and hereby accept the proposed scope of work and prices. You are hereby authorized to proceed with the work.

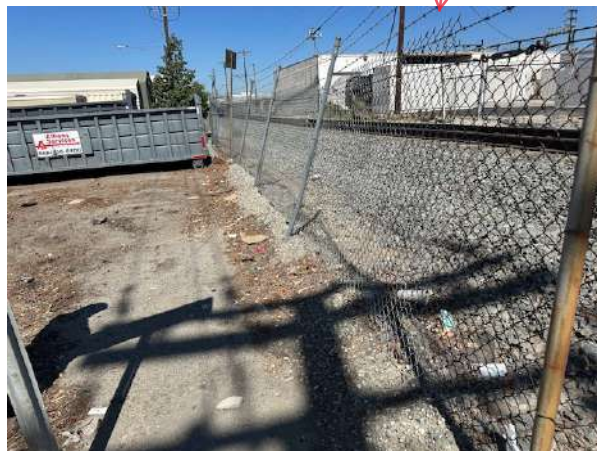
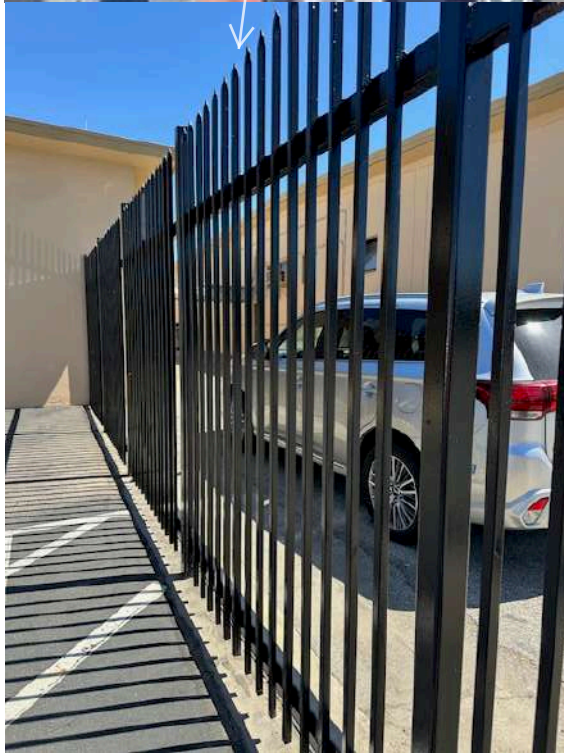
Accepted by:

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date







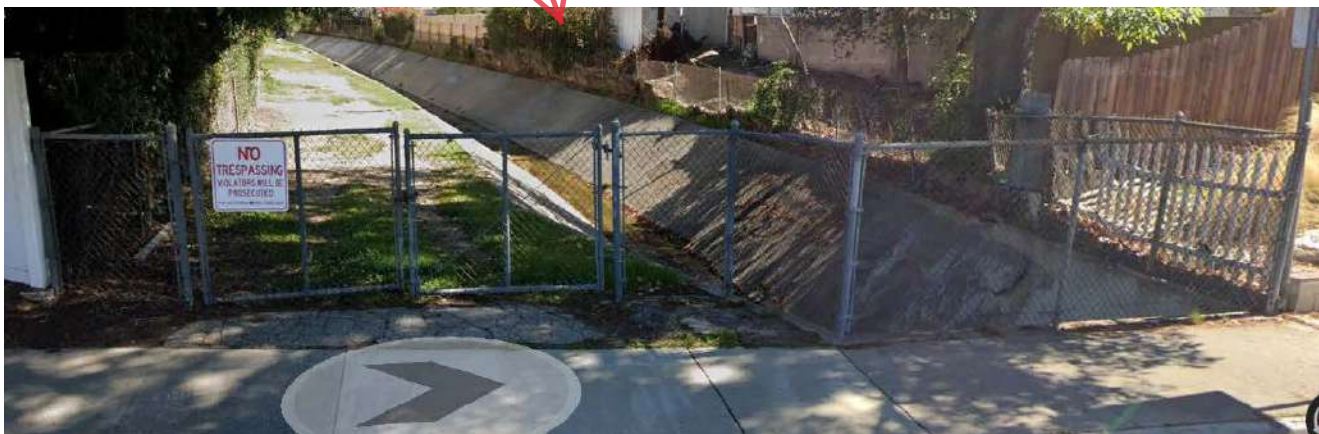






Replace 5' chain link fabric; paint remaining material; or replace as needed (both sides of the street)

It might require an 18" high retaining curb/wall (not included)



## CITY OF COVINA AGREEMENT FOR MINOR CONSTRUCTION AND MAINTENANCE SERVICES

This Agreement ("Agreement") is dated August 5, 2025 ("Effective Date") and is between the City of Covina, a California municipal corporation ("City") and FS Contractors, Inc. a California corporation (Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

### RECITALS

A. City desires to utilize the services of Contractor as an independent contractor to perform/provide the Fence Replacement at the Covina City Yard and various locations along Charter Oak Wash.

B. Contractor represents that it is fully qualified to perform such work by virtue of its experience and the training, education and expertise of its principals and employees.

C. City desires to retain Contractor and Contractor desires to serve City to perform this work 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 December 31, 2025 unless sooner terminated as provided in Section 14 of this Agreement. The City may, upon mutual agreement, extend the contract for one (1) additional one-year terms. In no event shall the contract be extended beyond December 31, 2026.

**2. Compensation.**

A. Cost of Work. For the Work described in Section 3 of this Agreement, Contractor shall receive the sum of exceed Fifty-Two Thousand Five Hundred Dollars (\$52,500.00) payable in accordance with the Schedule of Payments, attached hereto and incorporated herein as **Exhibit A** (Scope of Work and Payment Schedule). Any terms other than a description of the work to be performed, costs of the work, or the payment schedule contained in Exhibit A is null and void and not a part of this Agreement.

B. Expenses. The amount set forth in paragraph A shall include reimbursement for all actual and necessary expenditures reasonably incurred in the performance of this Agreement.

C. Additional Services. City shall not allow any claims for additional services performed by Contractor, unless the City Council and the Contractor Representative authorize the additional services in writing prior to Contractor's performance of the additional services or incurrence of additional expenses. Any additional services or expenses authorized by the City Council shall be compensated at the rates set forth in **Exhibit A** (Scope of Work and Payment Schedule), or, if not specified, at a rate mutually agreed to by the parties. City shall make payment for additional services and expenses in accordance with Section 4 of this Agreement.

### 3. Contractor's Work.

A. Scope of Services. Contractor shall construct and install all of the work described in the Scope of Work, attached hereto and incorporated herein as **Exhibit A** (Scope of Work and Payment Schedule) and shall provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required for the Work. All of said Work to be performed and materials to be furnished for the Work shall be in strict accordance with the specifications set forth in the Scope of Work. The Work shall be completed within the time set forth in the Scope of Work. Contractor shall not commence the Work until such time as directed in writing by the City. City may request, in writing, changes in the Scope of Work to be performed. Any changes mutually agreed upon by the parties, and any increase or decrease in compensation, shall be incorporated by written amendments to this Agreement.

B. Party Representatives. For the purposes of this Agreement, the City Representative shall be the City Manager, or such other person designated in writing by the City Manager (the "City Representative"). For the purposes of this Agreement, the Contractor Representative shall be Ying Kwan, Project Manager (the "Contractor Representative"). The Contractor Representative shall directly manage Contractor's Work under this Agreement. Contractor shall not change the Contractor Representative without City's prior written consent.

C. Time for Performance. Contractor shall commence the Work on the Effective Date and shall perform all Work by the deadline established by the City Representative or, if no deadline is established, with reasonable diligence.

D. Standard of Performance. Contractor shall perform all Work under this Agreement in accordance with the standard of care generally exercised by like professionals under similar circumstances and in a manner reasonably satisfactory to City.

E. Personnel. Contractor has, or will secure at its own expense, all personnel required to perform the Work required under this Agreement. All of the Work required under this Agreement shall be performed by Contractor or under its supervision, and all personnel engaged in the work shall be qualified to perform such Work. Contractor shall determine the means, methods, and details by which Contractor's personnel will perform the Work under this Agreement. Contractor shall be solely responsible for the satisfactory work performance of all personnel engaged in performing the Work and compliance with the customary professional standards.

F. Compliance with Laws. The Contractor shall keep itself informed of all local, state and federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Contractor shall at all times observe and comply with all such ordinances, laws and regulations. The City and its agents shall not be liable at law or in equity occasioned by failure of the Contractor to comply with this section. This Agreement may call for services that, in whole or in part, constitute "public works," as defined in the California Labor Code. Therefore, as to those services that may be "public works", including construction services. Contractor shall comply in all respects with all applicable provisions of the California Labor Code, including those set forth in **Exhibit B**.

G. Permits and Licenses. Contractor shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of services under this Agreement, including a business license.

H. City Approval. All labor, materials, tools, equipment, and services shall be furnished and work performed and completed subject to the approval of City or its authorized representatives, and the quality of the workmanship shall be guaranteed for one year from date of acceptance.

I. Performance and Labor and Material Bonds. Within ten (10) business days from the execution of this Agreement, Contractor shall provide the City with: (1) a Performance Bond, which shall be maintained until the end of the warranty period set forth in subsection O of this Section 3, to assure faithful performance of this Agreement in regard to the work required to be constructed pursuant to this Agreement in the amount of the Contract; and (2) a Labor and Materials Bond to secure payment to any contractor, subcontractor, persons renting equipment, or furnishing labor or materials for the work required to be constructed or installed pursuant to this Agreement in the additional amount of the Contract. The bonds shall be in substantially the form attached hereto as **Exhibits C and D**, incorporated herein by this reference, and approved by the City Attorney. The surety shall be a surety admitted in the State of California and approved by the City.

J. Contractor's Independent Investigation. No plea of ignorance of conditions that exist or that may hereafter exist or of conditions of difficulties that may be encountered in the execution of the work under this Contract, as a result of failure to make the necessary independent examinations and investigations, and no plea of reliance on initial investigations or reports prepared by City for purposes of letting this Contract out to proposal will be accepted as an excuse for any failure or omission on the part of the Contractor to fulfill in every detail all requirements of this Contract. Nor will such reasons be accepted as a basis for any claims whatsoever for extra compensation or for an extension of time.

K. Contractor's Affidavit. After the completion of the Work contemplated by this Agreement, Contractor shall file with the City Manager his affidavit stating that all workmen and persons employed, all firms supplying materials, and all subcontractors on the Work have been paid in full, and that there are no claims outstanding against the project for either labor or materials, except certain items, if any, to be set forth in an affidavit covering disputed claims or items in connection with a Stop Notice which has been filed under the provisions of the laws of the State of California.

L. Utility Location. City acknowledges its responsibilities with respect to locating utility facilities pursuant to California Government Code Section 4215.

M. Regional Notification Centers. Contractor agrees to contact the appropriate regional notification center in accordance with Government Code Section 4215.

N. Inspection. The Work shall be subject to inspection and testing by City and its authorized representatives during manufacture and construction and all other times and places, including without limitation, the plans of Contractor and any of its suppliers. Contractor shall provide all reasonable facilities and assistance for the safety and convenience of inspectors. All inspections and tests shall be performed in such manner as to not unduly delay the Work. The

Work shall be subject to final inspection and acceptance notwithstanding any payments or other prior inspections. Such final inspection shall be made within a reasonable time after completion of the Work.

O. Warranty. Contractor shall guarantee or warranty the work done pursuant to this Agreement for a period of one year following acceptance thereof by City against any defective work or labor done or defective materials furnished.

P. Liquidated Damages; Extension Of Time. In accordance with Government Code Section 53069.85, Contractor agrees to forfeit and pay to City the sum of one Thousand Dollars (\$1,000.00) per day for each calendar day completion is delayed beyond the time allowed pursuant to Section 3 of this Agreement. Such sum shall be deducted from any payments due to or to become due to Contractor. Contractor will be granted an extension of time and will not be assessed liquidated damages for unforeseeable delays beyond the control of, and without the fault or negligence of, the Contractor including delays caused by City. Within ten (10) calendar days of the occurrence of such delay, Contractor shall give written notice to City. Within thirty (30) calendar days of the occurrence of the delay, Contractor shall provide written documentation sufficient to support its delay claim to City. Contractor's failure to provide such notice and documentation shall constitute Contractor's waiver, discharge, and release of such delay claims against City.

#### **4. Method of Payment.**

A. Invoices. Contractor shall submit to City an invoice, on a monthly basis or less frequently, for actual services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period, hourly rates charged, if applicable, and the amount due. If City disputes any of Contractor's fees, it shall give written notice to Contractor within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

B. Payment. City shall pay all undisputed invoice amounts within thirty (30) calendar days after receipt up to the maximum compensation set forth in Section 2 of this Agreement. City shall not withhold federal payroll, state payroll or other taxes, or other similar deductions, from payments made to Contractor. For all reimbursements authorized by this Agreement, Contractor shall provide receipts on all reimbursable expenses in excess of Fifty Dollars (\$50) in such form as approved by the Finance Director.

C. Audit of Records. Contractor shall make all records, invoices, time cards, cost control sheets and other records maintained by Contractor in connection with this agreement available during Contractor's regular working hours to City for review and audit by City.

D. Waiver of Claims. On or before making final request for payment under Paragraph B, above, Contractor shall submit to City, in writing, all claims for compensation under or arising out of this Agreement; the acceptance by Contractor of the final payment shall constitute a waiver of all claims against City under or arising out of this Contract except those previously made in writing and request for payment. Contractor shall be required to execute an affidavit, release and indemnify agreement with each claim for payment.

**5. Ownership of Documents.** Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer

files containing data generated for the work, surveys, notes, and other documents prepared in the course of providing the services to be performed (“written products”) pursuant to this Agreement shall become the sole property of the City without restriction or limitation upon its use and may be used, reused, disseminated or otherwise disposed of by the City without the permission of the Contractor. With respect to computer files containing data generated for the work, Contractor shall make available to the City, upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files. Contractor may take and retain copies of the written products as desired, but the written products shall not be the subject of a copyright application by Contractor.

## **6. Independent Contractor.**

A. Contractor is, and shall at all times remain as to City, a wholly independent contractor and not an employee of City. The personnel performing the services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor shall have no power to incur any debt, obligation, or liability on behalf of City. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees. Contractor shall not, at any time, or in any manner, represent that it or any of its officers, agents or employees are in any manner employees of City. Contractor and Contractor's personnel shall not supervise any of City's employees; and City's employees shall not supervise Contractor's personnel. Contractor'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 Contractor'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. Contractor shall acquire and maintain, at its sole cost and expense, such vehicles, equipment, and supplies as Contractor's personnel require to perform any of the services required by this Agreement. Contractor shall perform the services off of City premises at locations of Contractor's choice, except as otherwise may from time to time be necessary in order for Contractor's personnel to receive projects from City, review plans on file at City, pick up or deliver any work product related to Contractor's performance of the Work 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 Contractor from time to time for Contractor'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 Contractor in connection with the performance of this Agreement. Except for the fees paid to Contractor as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Contractor for performing Work hereunder for City. City shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing Work hereunder. Contractor shall be responsible for and pay all wages, salaries, benefits and other amounts due to Contractor's personnel in connection with their performance of the Work under this Agreement and as required by law. Contractor 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, Contractor and any of its officers, employees, agents, and subcontractors providing any of the Work 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. Contractor 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 Contractor'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 Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this Section 6. This duty of indemnification is in addition to Contractor'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. Contractor agrees that, in providing its employees and any other personnel to City to perform the Work under this Agreement, Contractor 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, Contractor 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. Contractor 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 Contractor's violation of any provisions of this Section 7. This duty of indemnification is in addition to Contractor'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 Contractor or provided for performance of this Agreement are deemed confidential. Contractor shall keep all data confidential and shall not disclose any data to any person or entity without City's prior written consent. City shall grant such consent if disclosure is legally required. Contractor shall return all data to City upon the expiration or termination of this Agreement. Contractor's covenant under this Section 8 shall survive the expiration or termination of this Agreement.



**9. Conflicts of Interest.** Contractor and its officers, employees, associates and subcontractors, if any, shall comply with all conflict of interest statutes of the State of California applicable to Contractor's Work under this Agreement, including the Political Reform Act (Gov. Code, § 81000 *et seq.*) and Government Code Section 1090. During the term of this Agreement, Contractor may perform similar services for other clients, but Contractor and its officers, employees, associates and subcontractors shall not, without the City Representative's prior written approval, perform work for another person or entity for whom Contractor is not currently performing work that would require Contractor or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Contractor shall incorporate a clause substantially similar to this Section 9 into any subcontract that Contractor 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, Contractor shall, at its sole cost and expense, defend, hold harmless and indemnify City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens and losses of any nature whatsoever, including fees of accountants, attorneys or other professionals, and all costs associated therewith, and the payment of all consequential damages (collectively "Liabilities"), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Contractor, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Contractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the parties. Contractor shall defend the Indemnitees in any action or actions filed in connection with any Liability with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Contractor shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

2) Contractor shall pay all required taxes on amounts paid to Contractor under this Agreement, and indemnify and hold City harmless from any and all taxes, assessments, penalties and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Contractor shall fully comply with the workers' compensation law regarding Contractor and Contractor's employees. Contractor shall indemnify and hold City harmless from any failure of Contractor to comply with applicable workers' compensation laws. City may offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this Subparagraph A. 2).

3) Contractor shall obtain executed indemnity agreements with provisions identical to those in this Section 10 from each and every subcontractor or any other person or entity

involved by, for, with or on behalf of Contractor in the performance of this Agreement. If Contractor fails to obtain such indemnity obligations, Contractor shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Liabilities in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Contractor's subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Contractor's subcontractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the parties.

B. Workers' Compensation Acts not Limiting. Contractor's indemnifications and obligations under this Section 10, or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

C. Insurance Requirements not Limiting. City does not, and shall not, waive any rights that it may possess against Contractor because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The indemnities in this Section 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. Contractor'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. Contractor shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

1) Commercial General Liability Insurance with a minimum limit of 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 Contractor is a limited liability company, the commercial general liability coverage shall be amended so that Contractor and its managers, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

2) Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of Two Million Dollars (\$2,000,000) per accident for bodily injury and property damage. If Contractor does not use any owned, non-owned or hired vehicles in the performance of Work under this Agreement, Contractor shall obtain a non-owned auto endorsement to the Commercial General Liability policy required under Subparagraph A. 1) of this Section 11.

3) Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of Two Million Dollars (\$2,000,000) per accident for bodily injury or disease. If Contractor has no employees while performing Work

under this Agreement, workers' compensation policy is not required, but Contractor shall provide an executed declaration that it has no employees.

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 Contractor's insurance and shall not contribute with it.

E. Contractor's Waiver of Subrogation. The insurance policies required under this Section 11 shall not prohibit Contractor and Contractor's employees, agents or subcontractors from waiving the right of subrogation prior to a loss. Contractor hereby waives all rights of subrogation against City.

F. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be approved by City. At City's option, Contractor shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Contractor shall procure a bond guaranteeing payment of losses and expenses.

G. Cancellations or Modifications to Coverage. Contractor shall not cancel, reduce or otherwise modify the insurance policies required by this Section 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, Contractor shall, within two (2) business days of notice from the insurer, phone, fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.

H. City Remedy for Noncompliance. If Contractor does not maintain the policies of insurance required under this Section 11 in full force and effect during the term of this Agreement, or in the event any of Contractor's policies do not comply with the requirements under this Section 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 Contractor's expense, the premium thereon. Contractor shall promptly reimburse City for any premium paid by City or City may withhold amounts sufficient to pay the premiums from payments due to Contractor.

I. Evidence of Insurance. Prior to the performance of Work under this Agreement, Contractor shall furnish City's Risk Manager with a certificate or certificates of insurance and all

original endorsements evidencing and effecting the coverages required under this Section 11. The endorsements are subject to City's approval. Contractor may provide complete, certified copies of all required insurance policies to City. Contractor shall maintain current endorsements on file with City's Risk Manager. Contractor shall provide proof to City's Risk Manager that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Contractor shall furnish such proof at least two (2) weeks prior to the expiration of the coverages.

J. Indemnity Requirements not Limiting. Procurement of insurance by Contractor shall not be construed as a limitation of Contractor's liability or as full performance of Contractor's duty to indemnify City under Section 10 of this Agreement.

K. Subcontractor Insurance Requirements. Contractor shall require each of its subcontractors that perform Work 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 Contractor with all pertinent data, documents and other requested information as is reasonably available for Contractor's proper performance of the Work required under this Agreement.

B. Contractor's Cooperation. In the event any claim or action is brought against the City relating to Contractor's performance or Work rendered under this Agreement, Contractor shall render any reasonable assistance that City requires.

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

## **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 Contractor at least seven (7) calendar days before the termination or suspension is to be effective. Contractor may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to City at least sixty (60) calendar days before the termination is to be effective.

B. Obligations upon Termination. Contractor shall cease all work under this Agreement on or before the effective date of termination specified in the notice of termination. In the event of City's termination of this Agreement due to no fault or failure of performance by Contractor, City shall pay Contractor based on the percentage of work satisfactorily performed up to the effective date of termination. In no event shall Contractor be entitled to receive more than the amount that would be paid to Contractor for the full performance of the Work required by this Agreement.

**15. Force Majeure.** Contractor shall not be liable for any failure to perform its obligations under this Agreement if Contractor presents acceptable evidence, in City's sole judgment, that such failure was due to strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond Contractor's reasonable control and not due to any act by Contractor.

**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 Contractor's and City's regular business hours, or (c) five business days after deposit in the United States mail, by first class mail, postage prepaid, and addressed to the party to be notified as set forth below:

If to City:  
Attn: Streets Division  
City of Covina  
125 E. College Street  
Covina, California 91723

If to Contractor:  
Attn: Ying Kwan  
FS Contractors, Inc.  
14838 Bledsoe Street  
Sylmar, CA 91342

**17. Non-Discrimination and Equal Employment Opportunity.** In the performance of this Agreement, Contractor shall not discriminate against any employee, subcontractor or applicant for employment because of race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information, sexual orientation or other basis prohibited by law. Contractor will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information or sexual orientation.

**18. Prohibition of Assignment and Delegation.** Contractor shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, without City's prior written consent. City's consent to an assignment of rights under this Agreement shall not release Contractor from any of its obligations or alter any of its primary obligations to be performed under this Agreement. Any attempted assignment or delegation in violation of this Section 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, B, C, and D constitute a part of this Agreement and are incorporated into this Agreement by this reference. If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, the provisions of this Agreement shall control.

**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. If the City Manager has entered into this Agreement on behalf of the City, the City Manager may approve an amendment to this Agreement and additional payment up to the amount of his contract authority. If this Agreement was originally approved by the City Council, then any amendments shall be approved by the City Council, except that the City Manager may approve amendments extending the time for performance, modifying the scope of work without any change to the maximum payment, approving a change in name of the Contractor, or terminating 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. Claim Dispute Resolution.** In the event of any dispute or controversy with the City over any matter whatsoever, the Contractor shall not cause any delay or cessation in or of work, but shall proceed with the performance of the work in dispute. The Contractor shall retain any and all rights provided that pertain to the resolution of disputes and protests between the parties. The disputed work will be categorized as an "unresolved dispute" and payment, if any, shall be as later determined by mutual agreement or a court of law. The Contractor shall keep accurate, detailed records of all disputed work, claims and other disputed matters. All claims arising out of or related to the Agreement or this Project, and the consideration and payment of such claims, are subject to the Government Claims Act (Government Code Section 810 et seq.) with regard to filing claims. All such claims are also subject to Public Contract Code Section 9204 and Public Contract Code Section 20104 et seq. (Article 1.5), where applicable. This Contract hereby incorporates those provisions as though fully set forth herein. Thus, the Contractor or any Subcontractor must file a claim in accordance with the Government Claims Act as a prerequisite to filing a construction claim in compliance with Section 9204 and Article 1.5 (if applicable), and must then adhere to Article 1.5 and Section 9204, as applicable, pursuant to the definition of "claim" as individually defined therein.

**30. 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.

**31. Authority to Execute Agreement.** The person or persons executing this Agreement on behalf of Contractor warrants and represents that he or she has the authority to execute this Agreement on behalf of the Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

*[SIGNATURE PAGE FOLLOWS]*

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

City:

City of Covina,  
a California municipal corporation

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

Name: Chris Marcarello

Title: City Manager

ATTEST:

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

Name: Fabian Velez

Title: Chief Deputy City Clerk

Contractor:

FS Contractors, 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.)*



**EXHIBIT A**  
**SCOPE OF WORK AND PAYMENT SCHEDULE**

**EXHIBIT B**  
**CALIFORNIA LABOR CODE COMPLIANCE**  
**(Labor Code §§ 1720 et seq., 1813, 1860, 1861, 3700)**

If this Agreement calls for services that, in whole or in part, constitute “public works” as defined in the California Labor Code, then:

1. This Agreement is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and the awarding public agency (“City”) and Contractor agrees to be bound by all the provisions thereof as though set forth in full herein.
2. Contractor shall be registered with the Department of Industrial Relations (“DIR”) in accordance with California Labor Code Section 1725.5 and has provided proof of registration to City prior to the Effective Date of this Agreement.
3. Contractor shall comply with the provisions of California Labor Code Sections 1771, 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The applicable prevailing wage determination(s) may be obtained at (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>), are on file with City, and are available to any interested party upon request. Contractor shall, as a penalty to City, forfeit not more than two-hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any public work done under this Agreement by Contractor or by any subcontractor.
4. Pursuant to California Labor Code Section 1771.4, Contractor’s services are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor shall post job site notices as prescribed by DIR regulations and agrees to furnish the records specified in California Labor Code Section 1776 directly to the Labor Commissioner in the manner prescribed by California Labor Code Section 1771.4(a)(3) and (c)(2).
5. Contractor shall comply with the provisions of California Labor Code Section 1776 which, among other things, require Contractor and each subcontractor to: (1) keep accurate payroll records, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform City of the location of the records. Contractor is responsible for compliance with Section 1776 by itself and all of its subcontractors.
6. Contractor shall comply with the provisions of California Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that Contractor is responsible for compliance with Section 1777.5 by itself and all of its subcontractors.
7. Contractor shall comply with the provisions of California Labor Code Section 1813 concerning penalties for workers who work excess hours. Contractor shall, as a penalty to City, forfeit twenty-five dollars (\$25) for each worker employed in the execution of this Agreement by Contractor or by any subcontractor for each calendar day during which such

worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the California Labor Code.

8. California Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

“I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Agreement.”

Date \_\_\_\_\_ Signature \_\_\_\_\_

**EXHIBIT C**  
**PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Covina ("City"), has awarded to \_\_\_\_\_  
\_\_\_\_\_  
(Name and address of Contractor)

a contract (the "Contract") for the Work described as follows:

**Fence Replacement at Covina City Yard and various locations along Charter Oak Wash**  
(Project Description/ Name)

WHEREAS, Principal is required under the terms of the Contract to furnish a Bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Principal, and \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the City in the penal sum of \_\_\_\_\_

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_), this amount being not less than the total Contract Price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors executors and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Contract and any alteration thereof made as therein provided, on the Principal's part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered. Surety hereby waives any statute of limitations as it applies to an action on this Bond.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or of the Work to be performed thereunder or the specifications

accompanying the same shall in anywise affect its obligations under this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the specifications. Surety hereby waives the provisions of California Civil Code Sections 2845 and 2849. The City is the principal beneficiary of this Bond and has all rights of a party hereto.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: \_\_\_\_\_

“Principal”

“Surety”

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

(Seal)

(Seal)

**Note:** This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. DATE OF BOND MUST NOT BE BEFORE DATE OF CONTRACT. IF CONTRACTOR IS A PARTNERSHIP, ALL PARTNERS MUST EXECUTE BOND. DATE OF BOND MUST NOT BE PRIOR TO DATE OF CONTRACT. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

**EXHIBIT D**  
**PAYMENT BOND**  
**(LABOR AND MATERIALS)**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Covina (“City”), State of California, has awarded to \_\_\_\_\_  
\_\_\_\_\_  
(Name and address of Contractor)

a contract (the “Contract”) for the Work described as follows:

**Fence Replacement at Covina City Yard and various locations along Charter Oak Wash**  
(Project Description/Name)

WHEREAS, under the terms of the Contract, the Principal is required before entering upon the performance of the Work, to file a good and sufficient payment Bond with the City to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

NOW, THEREFORE, we, the undersigned Principal, and \_\_\_\_\_  
\_\_\_\_\_  
(Name and address of Surety)

(“Surety”) a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the City and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the Contract and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this Work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this Bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys’ fees, incurred by City in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this Bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this Bond.

Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time within which a joint labor management committee may commence an action against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section

1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or the Specifications accompanying the same shall in any manner affect its obligations on this Bond, and it does hereby waive notice of any such change, extension, alteration or addition.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: \_\_\_\_\_

“Principal”

“Surety”

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

(Seal)

(Seal)

**Note:** This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. DATE OF BOND MUST NOT BE BEFORE DATE OF CONTRACT. IF CONTRACTOR IS A PARTNERSHIP, ALL PARTNERS MUST EXECUTE BOND. DATE OF BOND MUST NOT BE PRIOR TO DATE OF CONTRACT. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.







## CC Regular Meeting

# AGENDA ITEM REPORT

**Meeting:** August 5, 2025

**Title:** Designation of Voting Delegate and Alternates for the League of California Cities Annual Conference Which Includes the Annual Business Meeting – October 8-10, 2025

**Presented by:** Angel Carrillo, Assistant City Manager

**Recommendation:**

1. Designate Councilmember Walter Allen, III, as the voting delegate and Mayor Pro Tem Hector Delgado, as the alternate to represent the City at the Annual Business Meeting of the League of California Cities General Assembly; and
2. Direct the Chief Deputy City Clerk to submit the required "Voting Delegate Form" to the League's Sacramento Office no later than September 24, 2025.

### EXECUTIVE SUMMARY:

The League of California Cities holds an Annual Conference. This year, the Annual Conference is scheduled for October 8-10, 2025, in Long Beach. An important part of the Annual Conference is the Annual Business Meeting, scheduled to be held on October 10, 2025. At this meeting, the League membership considers and takes action on resolutions that establish League Policy. The City is requested to select a delegate and alternate to vote on the City's behalf at this meeting.

### DISCUSSION:

In order to vote at the Annual Business Meeting, the City Council must designate one voting delegate. In the event that the designated voting delegate is unable to serve in that capacity, the City may appoint up to two alternate voting delegates.

Councilmember Walter Allen, III currently serves as a Board member for the League of California Cities and also serves on the League's Public Safety Policy Committee. Mayor Pro Tem Delgado currently serves as the alternate to the League of California Cities. The Council may choose to select any member of the Council to serve as the delegate and alternate regardless of their current involvement with the League. The League is requesting that the City take action on delegate and alternate by October 10, 2025, and that the City submit the delegate and alternate selection form by Wednesday, September 24, 2025.

### FISCAL IMPACT:

The City Council 2025-26 budget has allocated funds for members of the City Council to attend the conference.

### CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

Not applicable.

Respectfully submitted,

  
Angel Carrillo  
Deputy City Manager





Council Action Advised by September 24, 2025

**DATE: Wednesday, July 16, 2025**

**TO: Mayors, Council Members, City Clerks, and City Managers**

**RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES**  
**League of California Cities Annual Conference and Expo, Oct. 8-10, 2025**  
**Long Beach Convention Center**

Every year, the League of California Cities convenes a member-driven General Assembly at the [Cal Cities Annual Conference and Expo](#). The General Assembly is an important opportunity where city officials can directly participate in the development of Cal Cities policy.

Taking place on Oct. 10, the General Assembly is comprised of voting delegates appointed by each member city; every city has one voting delegate. Your appointed voting delegate plays an important role during the General Assembly by representing your city and voting on resolutions.

To cast a vote during the General Assembly, your city must designate a voting delegate and up to two alternate voting delegates, one of whom may vote if the designated voting delegate is unable to serve in that capacity. Voting delegates may either be an elected or appointed official.

**Action by Council Required.** Consistent with Cal Cities bylaws, a city's voting delegate and up to two alternates must be designated by the city council. Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.

**Following council action, please submit your city's delegates through [the online submission portal](#) by Wed., Sept. 24.** When completing the Voting Delegate submission form, you will be asked to attest that council action was taken. You will need to be signed in to your My Cal Cities account when submitting the form.

Submitting your voting delegate form by the deadline will allow us time to establish voting delegate/alternate records prior to the conference and provide pre-conference communications with voting delegates.

**Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. Conference registration is open on the [Cal Cities](#) website.

ATTACHMENT A



For a city to cast a vote, one voter must be present at the General Assembly and in possession of the voting delegate card and voting tool. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the voting delegate desk. This will enable them to receive the special sticker on their name badges that will admit the voting delegate into the voting area during the General Assembly.

Please view Cal Cities' [event and meeting policy](#) in advance of the conference.

**Transferring Voting Card to Non-Designated Individuals Not Allowed.** The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the General Assembly, they may *not* transfer the voting card to another city official.

**Seating Protocol during General Assembly.** At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.

The voting delegate desk, located in the conference registration area of the Long Beach Convention Center in Long Beach, will be open at the following times: Wednesday, Oct. 16, 8:00 a.m.-6:00 p.m. and Thursday, Oct. 17, 7:30 a.m.-4:00 p.m. On Friday, Oct. 18, the voting delegate desk will be open at the General Assembly, starting at 7:30 a.m., but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for submitting your voting delegate and alternates by Wednesday, Sept. 24. If you have questions, please contact Zach Seals at [zseals@calcities.org](mailto:zseals@calcities.org).

Attachments:

- General Assembly Voting Guidelines
- Information Sheet: Cal Cities Resolutions and the General Assembly

## General Assembly Voting Guidelines

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to Cal Cities policy.
2. **Designating a City Voting Representative.** Prior to the Cal Cities Annual Conference and Expo, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the voting delegate form provided to the Cal Cities Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the voting delegate desk in the conference registration area. Voting delegates and alternates must sign in at the voting delegate desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the General Assembly.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the credentials committee at the voting delegate desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in their possession the city's voting card and voting tool; and be registered with the credentials committee. The voting card may be transferred freely between the voting delegate and alternates but may not be transferred to another city official who is neither a voting delegate nor alternate.
6. **Voting Area at General Assembly.** At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.
7. **Resolving Disputes.** In case of dispute, the credentials committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the General Assembly.

# How it works: Cal Cities Resolutions and the General Assembly

Developing League of California Cities policy is a dynamic process that engages a wide range of members to ensure Cal Cities represents cities with one voice. These policies directly guide Cal Cities' advocacy to promote local decision-making, and lobby against statewide policies that erode local control.

The resolutions process and General Assembly is one way that city officials can directly participate in the development of Cal Cities policy. If a resolution is approved at the General Assembly, it becomes official Cal Cities policy. Here's how resolutions and the General Assembly work.

## Prior to the Annual Conference and Expo

### General Resolutions



Sixty days before the Annual Conference and Expo, Cal Cities members may submit policy proposals on issues of importance

to cities. The resolution must have the concurrence of at least five additional member cities or individual members.

### Policy Committees



The Cal Cities President assigns general resolutions to policy committees where members

review, debate, and recommend positions for each policy proposal. Recommendations are forwarded to the Resolutions Committee.

## During the Annual Conference and Expo

### Petitioned Resolutions



The petitioned resolution is an alternate method to introduce policy proposals during

the annual conference. The petition must be signed by voting delegates from 10% of member cities, and submitted to the Cal Cities President at least 24 hours before the beginning of the General Assembly.

### Resolutions Committee



The Resolutions Committee considers all resolutions. General Resolutions approved<sup>1</sup> by either a policy committee

or the Resolutions Committee are next considered by the General Assembly. General resolutions not approved, or referred for further study by both a policy committee and the Resolutions Committee do not go to the General Assembly. All Petitioned Resolutions are considered by the General Assembly, unless disqualified.<sup>2</sup>

### General Assembly



During the General Assembly, voting delegates debate and consider general and petitioned resolutions forwarded by the Resolutions Committee. Potential Cal Cities bylaws amendments are also considered at this meeting.

## Who's who

Cal Cities policy development is a member-informed process, grounded in the voices and experiences of city officials throughout the state.

The **Resolutions Committee** includes representatives from each Cal Cities diversity caucus, regional division, municipal department, and policy committee, as well as individuals appointed by the Cal Cities president.

**Voting delegates** are appointed by each member city; every city has one voting delegate.

The **General Assembly** is a meeting of the collective body of all voting delegates—one from every member city.

Seven **policy committees** meet throughout the year to review and recommend positions to take on bills and regulatory proposals. Policy committees include members from each Cal Cities diversity caucus, regional division, and municipal department, as well as individuals appointed by the Cal Cities president.

<sup>1</sup> The Resolution Committee can amend a general resolution prior to sending it to the General Assembly.

<sup>2</sup> Petitioned Resolutions may be disqualified by the Resolutions Committee according to Cal Cities Bylaws Article VI, Sec. 5(f).



## CC Regular Meeting AGENDA ITEM REPORT

**Meeting:** August 5, 2025  
**Title:** Confirm and Approve City Council's Revisions to Various Boards and Commissions Appointments  
**Presented by:** Chris Marcarello, City Manager  
Fabian Velez, Chief Deputy City Clerk  
**Recommendation:** Approve the City Council's revisions to various boards and commissions appointments.

### EXECUTIVE SUMMARY/ BACKGROUND:

Public involvement is crucial to the City's decision-making process, and appointed advisory bodies are an important and valued part of City government. There are particular areas of decision-making which benefit from the advice and counsel of qualified residents. By advising the City Council and staff, bringing new ideas to the table, and representing all of the diverse elements of our community, advisory bodies assist the City Council in making the best, most informed decisions possible, for the benefit of the entire Covina community. The Covina Municipal Code provides for the establishment of advisory bodies including commissions, committees, and boards to advise the City Council and provide ongoing citizen input into policies and issues affecting the Covina community.

### DISCUSSION:

Appointed members of boards and commissions are appointed by and serve at the pleasure of the City Council, pursuant to Government Code Section 36506. The City Council shall have the authority to appoint, reappoint, and/or make changes to existing positions.

The following actions are being considered for approval:

- Councilmember Allen: Reappointment of Diana Mullins to the Library Board of Trustees for a 3-year term ending June 30, 2028.
- Mayor Pro Tem Delgado: Removal of Susan Zermeno from the Parks/Recreation Commission for an unexpired 4-year term ending June 30, 2026.
- Mayor Linares: Appointment of Thomas Nass to the Planning Commission for an unexpired 4-year term ending June 30, 2026.
- Councilmember Cortez: Reappointment of Deborah Moraza to the Library Board of Trustees for a 3-year term ending June 30, 2028, and appointment of John Espinoza to the Youth Accountability Board for an unexpired 4-year term ending June 30, 2028.

### FISCAL IMPACT:

None.

### CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

Not applicable.

Respectfully submitted,

Chris Marcarello  
City Manager

Fabian Velez  
Chief Deputy City Clerk







## CC Regular Meeting

# AGENDA ITEM REPORT

<b>Meeting:</b>	August 5, 2025
<b>Title:</b>	Covina Police Department Parking Lots Slurry Seal Project – Project No. F2601 – Award of Minor Construction and Maintenance Agreement to FS Contractors, Inc in an Amount Not-To Exceed \$46,970
<b>Presented by:</b>	Rafael M. Fajardo, Director of Public Works/City Engineer
<b>Recommendation:</b>	<ol style="list-style-type: none"><li>1. Award a Minor Construction and Maintenance Agreement to FS Contractors, Inc. as the lowest responsive, responsible bidder in an amount not-to-exceed \$46,970 and authorize the City Manager, or his designee, to execute the agreement; and</li><li>2. Adopt Resolution CC 2025-96 amending the FY 2025-2026 Capital Improvement Program and Capital Improvement Program Budget to add the Covina Police Department Parking Lots Slurry Seal Project – Project No. F2601 and transfer \$46,970 from the General Fund into the General CIP Fund for use towards project completion.</li></ol>

### EXECUTIVE SUMMARY/BACKGROUND:

The Covina Police Department's parking lots (westerly for public use and easterly for Covina Police vehicles) have shown signs of surface wear, oxidation, and cracking due to prolonged exposure to vehicular traffic and environmental elements. Regular maintenance such as slurry sealing provides an extended life for asphalt pavement by providing a protective layer that prevents further deterioration and is a cost-effective alternative to a complete grind and pave of the parking lots.

The last slurry seal treatment for the Police Department parking lots was performed in 2018 for the West Parking Lot and over 15 years for the East Parking Lot, and based on visual / physical assessments as well as input from City staff, both parking lots are overdue for an application in order to preserve the existing pavement and maintain safe, appealing City facilities.

### DISCUSSION:

Slurry sealing is a preventative maintenance measure that involves applying a mixture of asphalt emulsion, water, aggregate, and additives over the existing pavement surface. The scope of work to be completed for the Covina Police Department's East and West Parking Lots are as follows:

- Mobilization and traffic control
- Application of herbicide to all cracks two weeks before crack sealing (1-day)
- Clean and seal all cracks 1/4" to 1" with hot rubberized crack sealant (1-day)
- Furnish and apply Type II emulsion aggregate slurry seal with 2.5% latex additive and roll with a rubber tire roller (1-day)

Work will be scheduled in collaboration with the Covina Police Department to minimize disruption to both the Covina Police Department and the public.

Moreover, the Department of Public Works requested informal proposals from three companies listed on the City's approved On-Call Contractors list. City staff subsequently received the following two proposals:

Rank	Bidder	Location	Total Base Bid Amount
1	FS Contractors, Inc.	Sylmar, CA	\$46,970
2	Gentry Brothers, Inc.	Irwindale, CA	\$52,000
3	GM Sager Construction Co, Inc.	Pomona, CA	No Response

City staff reviewed all bid proposals submitted and concluded that FS Contractors, Inc. is the lowest responsive and responsible bidder for the project. FS Contractors, Inc. has satisfactorily completed projects for the City of Covina including the Alleyway Resurfacing Project and the Downtown Trash Enclosure Project – Phase IV, all of which included components of slurry sealing in the scope of work and the City was satisfied with all results.

#### **FISCAL IMPACT:**

Based on the bid proposals received by the Department of Public Works, the anticipated cost to slurry seal the Covina Police Department's East and West Parking Lots is \$46,970. Funding is available in the General Fund – Engineering – “Other Professional Services” line item in the FY 2025-2026 Department of Public Works' Engineering Division Budget. Resolution CC 2025-96 will transfer \$46,970 from the “Other Professional Services” line item from the General Fund into the General CIP Fund “Improvements-Not Buildings/Structures” line item for use towards completion of the slurry seal project. A funding summary of project expenses is conveyed below:

Funding	Amount	Account
General CIP (Transfer from General Fund)	\$46,970	4010-1000-55200-F2601
<b>Total</b>	<b>\$46,970</b>	


#### **PROJECT EXPENSES**

Description	Amount
Base Bid (FS Contractors, Inc.)	\$46,970
Total Contract Amount	\$46,970
<b>Total Fiscal Impact</b>	<b>\$46,970</b>

#### **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

## **CITY OF COVINA AGREEMENT FOR MINOR CONSTRUCTION AND MAINTENANCE SERVICES**

This Agreement (“Agreement”) is dated August 5, 2025 (“Effective Date”) and is between the City of Covina, a California municipal corporation (“City”) and FS Contractors, Inc a California corporation (Contractor”). City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

### **RECITALS**

A. City desires to utilize the services of Contractor as an independent contractor to construction of the Covina Police Department Parking Lots Slurry Seal Project – Project No. F2601.

B. Contractor represents that it is fully qualified to perform such work by virtue of its experience and the training, education and expertise of its principals and employees.

C. City desires to retain Contractor and Contractor desires to serve City to perform this work 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. Cost of Work. For the Work described in Section 3 of this Agreement, Contractor shall receive the sum of Forty Six Thousand Nine Hundred and Seventy Dollars (\$46,970) payable in accordance with the Schedule of Payments, attached hereto and incorporated herein as **Exhibit A** (Scope of Work). Any terms other than a description of the work to be performed, costs of the work, or the payment schedule contained in Exhibit A is null and void and not a part of this Agreement.

B. Expenses. The amount set forth in paragraph A shall include reimbursement for all actual and necessary expenditures reasonably incurred in the performance of this Agreement.

C. Additional Services. City shall not allow any claims for additional services performed by Contractor, unless the City Council and the Contractor Representative authorize the additional services in writing prior to Contractor’s performance of the additional services or incurrence of additional expenses. Any additional services or expenses authorized by the City Council shall be compensated at the rates set forth in **Exhibit A** (Scope of Work and Payment Schedule), or, if not specified, at a rate mutually agreed to by the parties. City shall make payment for additional services and expenses in accordance with Section 4 of this Agreement.

### 3. Contractor's Work.

A. Scope of Services. Contractor shall construct and install all of the work described in the Scope of Work, attached hereto and incorporated herein as **Exhibit A** (Scope of Work and Payment Schedule) and shall provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required for the Work. All of said Work to be performed and materials to be furnished for the Work shall be in strict accordance with the specifications set forth in the Scope of Work. The Work shall be completed within the time set forth in the Scope of Work. Contractor shall not commence the Work until such time as directed in writing by the City. City may request, in writing, changes in the Scope of Work to be performed. Any changes mutually agreed upon by the parties, and any increase or decrease in compensation, shall be incorporated by written amendments to this Agreement.

B. Party Representatives. For the purposes of this Agreement, the City Representative shall be the City Manager, or such other person designated in writing by the City Manager (the "City Representative"). For the purposes of this Agreement, the Contractor Representative shall be Jose Angel Fierros, President (the "Contractor Representative"). The Contractor Representative shall directly manage Contractor's Work under this Agreement. Contractor shall not change the Contractor Representative without City's prior written consent.

C. Time for Performance. Contractor shall commence the Work on the Effective Date and shall perform all Work by the deadline established by the City Representative or, if no deadline is established, with reasonable diligence.

D. Standard of Performance. Contractor shall perform all Work under this Agreement in accordance with the standard of care generally exercised by like professionals under similar circumstances and in a manner reasonably satisfactory to City.

E. Personnel. Contractor has, or will secure at its own expense, all personnel required to perform the Work required under this Agreement. All of the Work required under this Agreement shall be performed by Contractor or under its supervision, and all personnel engaged in the work shall be qualified to perform such Work. Contractor shall determine the means, methods, and details by which Contractor's personnel will perform the Work under this Agreement. Contractor shall be solely responsible for the satisfactory work performance of all personnel engaged in performing the Work and compliance with the customary professional standards.

F. Compliance with Laws. The Contractor shall keep itself informed of all local, state and federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Contractor shall at all times observe and comply with all such ordinances, laws and regulations. The City and its agents shall not be liable at law or in equity occasioned by failure of the Contractor to comply with this section. This Agreement may call for services that, in whole or in part, constitute "public works," as defined in the California Labor Code. Therefore, as to those services that may be "public works", including construction services. Contractor shall comply in all respects with all applicable provisions of the California Labor Code, including those set forth in **Exhibit B**.

G. Permits and Licenses. Contractor shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of services under this Agreement, including a business license.

H. City Approval. All labor, materials, tools, equipment, and services shall be furnished and work performed and completed subject to the approval of City or its authorized representatives, and the quality of the workmanship shall be guaranteed for one year from date of acceptance.

I. Performance and Labor and Material Bonds. Within ten (10) business days from the execution of this Agreement, Contractor shall provide the City with: (1) a Performance Bond, which shall be maintained until the end of the warranty period set forth in subsection O of this Section 3, to assure faithful performance of this Agreement in regard to the work required to be constructed pursuant to this Agreement in the amount of the Contract; and (2) a Labor and Materials Bond to secure payment to any contractor, subcontractor, persons renting equipment, or furnishing labor or materials for the work required to be constructed or installed pursuant to this Agreement in the additional amount of the Contract. The bonds shall be in substantially the form attached hereto as **Exhibits C and D**, incorporated herein by this reference, and approved by the City Attorney. The surety shall be a surety admitted in the State of California and approved by the City.

J. Contractor's Independent Investigation. No plea of ignorance of conditions that exist or that may hereafter exist or of conditions of difficulties that may be encountered in the execution of the work under this Contract, as a result of failure to make the necessary independent examinations and investigations, and no plea of reliance on initial investigations or reports prepared by City for purposes of letting this Contract out to proposal will be accepted as an excuse for any failure or omission on the part of the Contractor to fulfill in every detail all requirements of this Contract. Nor will such reasons be accepted as a basis for any claims whatsoever for extra compensation or for an extension of time.

K. Contractor's Affidavit. After the completion of the Work contemplated by this Agreement, Contractor shall file with the City Manager his affidavit stating that all workmen and persons employed, all firms supplying materials, and all subcontractors on the Work have been paid in full, and that there are no claims outstanding against the project for either labor or materials, except certain items, if any, to be set forth in an affidavit covering disputed claims or items in connection with a Stop Notice which has been filed under the provisions of the laws of the State of California.

L. Utility Location. City acknowledges its responsibilities with respect to locating utility facilities pursuant to California Government Code Section 4215.

M. Regional Notification Centers. Contractor agrees to contact the appropriate regional notification center in accordance with Government Code Section 4215.

N. Inspection. The Work shall be subject to inspection and testing by City and its authorized representatives during manufacture and construction and all other times and places, including without limitation, the plans of Contractor and any of its suppliers. Contractor shall provide all reasonable facilities and assistance for the safety and convenience of inspectors. All

inspections and tests shall be performed in such manner as to not unduly delay the Work. The Work shall be subject to final inspection and acceptance notwithstanding any payments or other prior inspections. Such final inspection shall be made within a reasonable time after completion of the Work.

O. Warranty. Contractor shall guarantee or warranty the work done pursuant to this Agreement for a period of one year following acceptance thereof by City against any defective work or labor done or defective materials furnished.

P. Liquidated Damages; Extension Of Time. In accordance with Government Code Section 53069.85, Contractor agrees to forfeit and pay to City the sum of Five Hundred Dollars (\$500.00) per day for each calendar day completion is delayed beyond the time allowed pursuant to Section 3 of this Agreement. Such sum shall be deducted from any payments due to or to become due to Contractor. Contractor will be granted an extension of time and will not be assessed liquidated damages for unforeseeable delays beyond the control of, and without the fault or negligence of, the Contractor including delays caused by City. Within ten (10) calendar days of the occurrence of such delay, Contractor shall give written notice to City. Within thirty (30) calendar days of the occurrence of the delay, Contractor shall provide written documentation sufficient to support its delay claim to City. Contractor's failure to provide such notice and documentation shall constitute Contractor's waiver, discharge, and release of such delay claims against City.

#### **4. Method of Payment.**

A. Invoices. Contractor shall submit to City an invoice, on a monthly basis or less frequently, for actual services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period, hourly rates charged, if applicable, and the amount due. If City disputes any of Contractor's fees, it shall give written notice to Contractor within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

B. Payment. City shall pay all undisputed invoice amounts within thirty (30) calendar days after receipt up to the maximum compensation set forth in Section 2 of this Agreement. City shall not withhold federal payroll, state payroll or other taxes, or other similar deductions, from payments made to Contractor. For all reimbursements authorized by this Agreement, Contractor shall provide receipts on all reimbursable expenses in excess of Fifty Dollars (\$50) in such form as approved by the Finance Director.

C. Audit of Records. Contractor shall make all records, invoices, time cards, cost control sheets and other records maintained by Contractor in connection with this agreement available during Contractor's regular working hours to City for review and audit by City.

D. Waiver of Claims. On or before making final request for payment under Paragraph B, above, Contractor shall submit to City, in writing, all claims for compensation under or arising out of this Agreement; the acceptance by Contractor of the final payment shall constitute a waiver of all claims against City under or arising out of this Contract except those previously made in writing and request for payment. Contractor shall be required to execute an affidavit, release and indemnify agreement with each claim for payment.

**5. Ownership of Documents.** Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the work, surveys, notes, and other documents prepared in the course of providing the services to be performed (“written products”) pursuant to this Agreement shall become the sole property of the City without restriction or limitation upon its use and may be used, reused, disseminated or otherwise disposed of by the City without the permission of the Contractor. With respect to computer files containing data generated for the work, Contractor shall make available to the City, upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files. Contractor may take and retain copies of the written products as desired, but the written products shall not be the subject of a copyright application by Contractor.

**6. Independent Contractor.**

A. Contractor is, and shall at all times remain as to City, a wholly independent contractor and not an employee of City. The personnel performing the services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor shall have no power to incur any debt, obligation, or liability on behalf of City. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees. Contractor shall not, at any time, or in any manner, represent that it or any of its officers, agents or employees are in any manner employees of City. Contractor and Contractor's personnel shall not supervise any of City's employees; and City's employees shall not supervise Contractor's personnel. Contractor'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 Contractor'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. Contractor shall acquire and maintain, at its sole cost and expense, such vehicles, equipment, and supplies as Contractor's personnel require to perform any of the services required by this Agreement. Contractor shall perform the services off of City premises at locations of Contractor's choice, except as otherwise may from time to time be necessary in order for Contractor's personnel to receive projects from City, review plans on file at City, pick up or deliver any work product related to Contractor's performance of the Work 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 Contractor from time to time for Contractor'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 Contractor in connection with the performance of this Agreement. Except for the fees paid to Contractor as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Contractor for performing Work hereunder for City. City shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing Work hereunder. Contractor shall be responsible for and pay all wages, salaries, benefits and other amounts due to Contractor's personnel in connection with their performance of the Work under this Agreement and as required by law. Contractor 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, Contractor and any of its officers, employees, agents, and subcontractors providing any of the Work 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. Contractor 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 Contractor'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 Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this Section 6. This duty of indemnification is in addition to Contractor'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. Contractor agrees that, in providing its employees and any other personnel to City to perform the Work under this Agreement, Contractor 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, Contractor 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. Contractor 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 Contractor's violation of any provisions of this Section 7. This duty of indemnification is in addition to Contractor'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 Contractor or provided for performance of this Agreement are deemed confidential. Contractor shall keep all data confidential and shall not disclose any data to any person or entity without City's prior written consent. City shall grant such consent if disclosure is legally required. Contractor shall return all data to City upon the expiration or



termination of this Agreement. Contractor's covenant under this Section 8 shall survive the expiration or termination of this Agreement.

**9. Conflicts of Interest.** Contractor and its officers, employees, associates and subcontractors, if any, shall comply with all conflict of interest statutes of the State of California applicable to Contractor's Work under this Agreement, including the Political Reform Act (Gov. Code, § 81000 *et seq.*) and Government Code Section 1090. During the term of this Agreement, Contractor may perform similar services for other clients, but Contractor and its officers, employees, associates and subcontractors shall not, without the City Representative's prior written approval, perform work for another person or entity for whom Contractor is not currently performing work that would require Contractor or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Contractor shall incorporate a clause substantially similar to this Section 9 into any subcontract that Contractor 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, Contractor shall, at its sole cost and expense, defend, hold harmless and indemnify City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens and losses of any nature whatsoever, including fees of accountants, attorneys or other professionals, and all costs associated therewith, and the payment of all consequential damages (collectively "Liabilities"), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Contractor, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Contractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the parties. Contractor shall defend the Indemnitees in any action or actions filed in connection with any Liability with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Contractor shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

2) Contractor shall pay all required taxes on amounts paid to Contractor under this Agreement, and indemnify and hold City harmless from any and all taxes, assessments, penalties and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Contractor shall fully comply with the workers' compensation law regarding Contractor and Contractor's employees. Contractor shall indemnify and hold City harmless from any failure of Contractor to comply with applicable workers' compensation laws. City may offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this Subparagraph A. 2).

3) Contractor shall obtain executed indemnity agreements with provisions identical to those in this Section 10 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. If Contractor fails to obtain such indemnity obligations, Contractor shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Liabilities in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Contractor's subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Contractor's subcontractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the parties.

B. Workers' Compensation Acts not Limiting. Contractor's indemnifications and obligations under this Section 10, or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

C. Insurance Requirements not Limiting. City does not, and shall not, waive any rights that it may possess against Contractor because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The indemnities in this Section 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. Contractor'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. Contractor shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

1) Commercial General Liability Insurance with a minimum limit of 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 Contractor is a limited liability company, the commercial general liability coverage shall be amended so that Contractor and its managers, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

2) Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of Two Million Dollars (\$2,000,000) per accident for bodily injury and property damage. If Contractor does not use any owned, non-owned or hired vehicles in the performance of Work under this Agreement, Contractor shall obtain a non-owned auto endorsement to the Commercial General Liability policy required under Subparagraph A. 1) of this Section 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 Contractor has no employees while performing Work under this Agreement, workers' compensation policy is not required, but Contractor shall provide an executed declaration that it has no employees.

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 Contractor's insurance and shall not contribute with it.

E. Contractor's Waiver of Subrogation. The insurance policies required under this Section 11 shall not prohibit Contractor and Contractor's employees, agents or subcontractors from waiving the right of subrogation prior to a loss. Contractor hereby waives all rights of subrogation against City.

F. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be approved by City. At City's option, Contractor shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Contractor shall procure a bond guaranteeing payment of losses and expenses.

G. Cancellations or Modifications to Coverage. Contractor shall not cancel, reduce or otherwise modify the insurance policies required by this Section 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, Contractor shall, within two (2) business days of notice from the insurer, phone, fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.

H. City Remedy for Noncompliance. If Contractor does not maintain the policies of insurance required under this Section 11 in full force and effect during the term of this Agreement, or in the event any of Contractor's policies do not comply with the requirements under this Section 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 Contractor's expense, the premium thereon. Contractor shall promptly reimburse City for any

premium paid by City or City may withhold amounts sufficient to pay the premiums from payments due to Contractor.

I. Evidence of Insurance. Prior to the performance of Work under this Agreement, Contractor shall furnish City's Risk Manager with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Section 11. The endorsements are subject to City's approval. Contractor may provide complete, certified copies of all required insurance policies to City. Contractor shall maintain current endorsements on file with City's Risk Manager. Contractor shall provide proof to City's Risk Manager that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Contractor shall furnish such proof at least two (2) weeks prior to the expiration of the coverages.

J. Indemnity Requirements not Limiting. Procurement of insurance by Contractor shall not be construed as a limitation of Contractor's liability or as full performance of Contractor's duty to indemnify City under Section 10 of this Agreement.

K. Subcontractor Insurance Requirements. Contractor shall require each of its subcontractors that perform Work 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 Contractor with all pertinent data, documents and other requested information as is reasonably available for Contractor's proper performance of the Work required under this Agreement.

B. Contractor's Cooperation. In the event any claim or action is brought against the City relating to Contractor's performance or Work rendered under this Agreement, Contractor shall render any reasonable assistance that City requires.

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

## **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 Contractor at least seven (7) calendar days before the termination or suspension is to be effective. Contractor may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to City at least sixty (60) calendar days before the termination is to be effective.

B. Obligations upon Termination. Contractor shall cease all work under this Agreement on or before the effective date of termination specified in the notice of termination. In

the event of City's termination of this Agreement due to no fault or failure of performance by Contractor, City shall pay Contractor based on the percentage of work satisfactorily performed up to the effective date of termination. In no event shall Contractor be entitled to receive more than the amount that would be paid to Contractor for the full performance of the Work required by this Agreement.

**15. Force Majeure.** Contractor shall not be liable for any failure to perform its obligations under this Agreement if Contractor presents acceptable evidence, in City's sole judgment, that such failure was due to strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond Contractor's reasonable control and not due to any act by Contractor.

**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 Contractor's and City's regular business hours, or (c) five business days after deposit in the United States mail, by first class mail, postage prepaid, and addressed to the party to be notified as set forth below:

If to City:  
Attn: Engineering Division  
City of Covina  
125 E. College Street  
Covina, California 91723

If to Contractor:  
Jose Angel Fierros, President  
FS Contractors, Inc  
14838 Bledsoe Street  
Sylmar, CA 91342

**17. Non-Discrimination and Equal Employment Opportunity.** In the performance of this Agreement, Contractor shall not discriminate against any employee, subcontractor or applicant for employment because of race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information, sexual orientation or other basis prohibited by law. Contractor will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information or sexual orientation.

**18. Prohibition of Assignment and Delegation.** Contractor shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, without City's prior written consent. City's consent to an assignment of rights under this Agreement shall not release Contractor from any of its obligations or alter any of its primary obligations to be performed under this Agreement. Any attempted assignment or delegation in violation of this Section 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, B, C, and D constitute a part of this Agreement and are incorporated into this Agreement by this reference. If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, the provisions of this Agreement shall control.

**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. If the City Manager has entered into this Agreement on behalf of the City, the City Manager may approve an amendment to this Agreement and additional payment up to the amount of his contract authority. If this Agreement was originally approved by the City Council, then any amendments shall be approved by the City Council, except that the City Manager may approve amendments extending the time for performance, modifying the scope of work without any change to the maximum payment, approving a change in name of the Contractor, or terminating 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. Claim Dispute Resolution.** In the event of any dispute or controversy with the City over any matter whatsoever, the Contractor shall not cause any delay or cessation in or of work, but shall proceed with the performance of the work in dispute. The Contractor shall retain any and all rights provided that pertain to the resolution of disputes and protests between the parties. The disputed work will be categorized as an "unresolved dispute" and payment, if any, shall be as later determined by mutual agreement or a court of law. The Contractor shall keep accurate, detailed records of all disputed work, claims and other disputed matters. All claims arising out of or related to the Agreement or this Project, and the consideration and payment of such claims, are subject to the Government Claims Act (Government Code Section 810 et seq.) with regard to filing claims. All such claims are also subject to Public Contract Code Section 9204 and Public Contract Code Section 20104 et seq. (Article 1.5), where applicable. This Contract hereby incorporates those provisions as though fully set forth herein. Thus, the Contractor or any Subcontractor must file a claim in accordance with the Government Claims Act as a prerequisite to filing a construction claim in compliance with Section 9204 and Article 1.5 (if applicable), and must then adhere to Article 1.5 and Section 9204, as applicable, pursuant to the definition of "claim" as individually defined therein.

**30. 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.

**31. Authority to Execute Agreement.** The person or persons executing this Agreement on behalf of Contractor warrants and represents that he or she has the authority to execute this Agreement on behalf of the Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

*[SIGNATURE PAGE FOLLOWS]*

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

City:

City of Covina,  
a California municipal corporation

By: \_\_\_\_\_  
Name: Chris Marcarello  
Title: City Manager

ATTEST:

By: \_\_\_\_\_  
Name: Fabian Velez  
Title: Chief Deputy City Clerk

Contractor:

FS Contractors, Inc.  
a California Corporation

By: \_\_\_\_\_  
Name: Jose Angel Fierros  
Title: President

By: \_\_\_\_\_  
Name: Jose Ernesto Fierros  
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**  
**SCOPE OF WORK**

**EXHIBIT B**  
**CALIFORNIA LABOR CODE COMPLIANCE**  
**(Labor Code §§ 1720 et seq., 1813, 1860, 1861, 3700)**

If this Agreement calls for services that, in whole or in part, constitute “public works” as defined in the California Labor Code, then:

1. This Agreement is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and the awarding public agency (“City”) and Contractor agrees to be bound by all the provisions thereof as though set forth in full herein.
2. Contractor shall be registered with the Department of Industrial Relations (“DIR”) in accordance with California Labor Code Section 1725.5 and has provided proof of registration to City prior to the Effective Date of this Agreement.
3. Contractor shall comply with the provisions of California Labor Code Sections 1771, 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The applicable prevailing wage determination(s) may be obtained at (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>), are on file with City, and are available to any interested party upon request. Contractor shall, as a penalty to City, forfeit not more than two-hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any public work done under this Agreement by Contractor or by any subcontractor.
4. Pursuant to California Labor Code Section 1771.4, Contractor’s services are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor shall post job site notices as prescribed by DIR regulations and agrees to furnish the records specified in California Labor Code Section 1776 directly to the Labor Commissioner in the manner prescribed by California Labor Code Section 1771.4(a)(3) and (c)(2).
5. Contractor shall comply with the provisions of California Labor Code Section 1776 which, among other things, require Contractor and each subcontractor to: (1) keep accurate payroll records, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform City of the location of the records. Contractor is responsible for compliance with Section 1776 by itself and all of its subcontractors.
6. Contractor shall comply with the provisions of California Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that Contractor is responsible for compliance with Section 1777.5 by itself and all of its subcontractors.
7. Contractor shall comply with the provisions of California Labor Code Section 1813 concerning penalties for workers who work excess hours. Contractor shall, as a penalty to City, forfeit twenty-five dollars (\$25) for each worker employed in the execution of this Agreement by Contractor or by any subcontractor for each calendar day during which such

worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the California Labor Code.

8. California Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

“I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Agreement.”

Date \_\_\_\_\_ Signature \_\_\_\_\_

**EXHIBIT C**  
**PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Covina ("City"), State of California, has awarded to FS Contractors, Inc – 14838 Bledsoe Street, Sylmar, CA 91342 ("Principal")  
(*Name and address of Contractor*)

a contract (the "Contract") for the Work described as follows:

**COVINA POLICE DEPARTMENT PARKING LOTS SLURRY SEAL PROJECT –**  
**PROJECT NO. F2601**  
(*Project Description/ Name*)

WHEREAS, Principal is required under the terms of the Contract to furnish a Bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Principal, and \_\_\_\_\_

\_\_\_\_\_  
(*Name and address of Surety*)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the City in the penal sum of \_\_\_\_\_

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_), this amount being not less than the total Contract Price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors executors and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Contract and any alteration thereof made as therein provided, on the Principal's part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered. Surety hereby waives any statute of limitations as it applies to an action on this Bond.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or of the Work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations under this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the specifications. Surety hereby waives the provisions of California Civil Code Sections 2845 and 2849. The City is the principal beneficiary of this Bond and has all rights of a party hereto.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: \_\_\_\_\_

“Principal”

“Surety”

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

(Seal)

(Seal)

**Note:** This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. DATE OF BOND MUST NOT BE BEFORE DATE OF CONTRACT. IF CONTRACTOR IS A PARTNERSHIP, ALL PARTNERS MUST EXECUTE BOND. DATE OF BOND MUST NOT BE PRIOR TO DATE OF CONTRACT. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

**EXHIBIT D**  
**PAYMENT BOND**  
**(LABOR AND MATERIALS)**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Covina ("City"), State of California, has awarded to FS Contractors, Inc –  
14838 Bledsoe Street, Sylmar, CA 91342 ("Principal")  
(*Name and address of Contractor*)

a contract (the "Contract") for the Work described as follows:

**COVINA POLICE DEPARTMENT PARKING LOTS SLURRY SEAL PROJECT –**  
**PROJECT NO. F2601**  
(*Project Description/Name*)

WHEREAS, under the terms of the Contract, the Principal is required before entering upon the performance of the Work, to file a good and sufficient payment Bond with the City to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

NOW, THEREFORE, we, the undersigned Principal, and \_\_\_\_\_

\_\_\_\_\_  
(*Name and address of Surety*)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the City and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the Contract and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this Work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this Bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by City in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this Bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this Bond.

Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time within which a joint labor management committee may commence an action against the principal, any of

its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or the Specifications accompanying the same shall in any manner affect its obligations on this Bond, and it does hereby waive notice of any such change, extension, alteration or addition.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: \_\_\_\_\_

“Principal”

“Surety”

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

(Seal)

(Seal)

**Note:** This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. DATE OF BOND MUST NOT BE BEFORE DATE OF CONTRACT. IF CONTRACTOR IS A PARTNERSHIP, ALL PARTNERS MUST EXECUTE BOND. DATE OF BOND MUST NOT BE PRIOR TO DATE OF CONTRACT. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.





**RESOLUTION CC 2025-96**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, TO AMEND THE FISCAL YEAR 2025-2026 CAPITAL IMPROVEMENT PROGRAM AND CAPITAL IMPROVEMENT PROGRAM BUDGET TO ADD THE COVINA POLICE DEPARTMENT PARKING LOTS SLURRY SEAL PROJECT – PROJECT NO. F2601 AND TRANSFER \$46,970 FROM THE GENERAL FUND INTO THE GENERAL CIP FUND FOR USE TOWARDS PROJECT COMPLETION**

**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 2026 Operating Budget & Capital Improvement Plan (CIP) was approved on May 6, 2025; and

**WHEREAS**, the approved Operating Budget and Capital Improvement Program budget are in accordance with all applicable ordinances of the City and all applicable statutes of the State; and

**WHEREAS**, on occasion, the City Council will deem it necessary to amend the Capital Improvement Program Budget to create a budget allocation to facilitate a project the City Council deems necessary and important; and

**WHEREAS**, those amendments (allocations) to the Budget shall be by approval and memorialized by Resolution of the City Council; and

**WHEREAS**, the City of Covina wishes to amend the FY 2025-2026 Capital Improvement Program and Capital Improvement Program Budget to Add the Covina Police Department Parking Lots Slurry Seal Project – Project No. F2601 and Transfer \$46,970 from the General Fund into the General CIP Fund for use towards project completion.

**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 & Capital Improvement Program Budget as follows:

<b>Account No.</b>	<b>Account Description</b>	<b>Amount (\$)</b>	<b>Increase/Decrease</b>
1010-2100-51990	GF-Engineering-Other Professional Fees	\$46,970	Decrease
1010-1000-59140	GF-PD Admin-Transfer-CIP	\$46,970	Increase
4010-1000-49110-F2601	General CIP-PD Admin-Transfer In-Covina	\$46,970	Increase

ATTACHMENT B

	Police Department Parking Lots Slurry Seal Project		
4010-1000- 55200-F2601	General CIP-PD Admin- Improvements-Not Buildings/Structures- Covina Police Department Parking Lots Slurry Seal Project	\$46,970	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 5<sup>th</sup> day of August, 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 2025-96 was duly adopted by the City Council of the City of Covina at a regular meeting held on the 5<sup>th</sup> day of August, 2025, by the following vote:

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

Dated:

\_\_\_\_\_  
FABIAN VELEZ, Chief Deputy City Clerk



14838 BLEDSON STREET • SYLMAR, CA 91342 PHONE: (818) 838-6040 • FAX: (818) 838-6171  
CONTRACTOR'S LICENSE NO. 1005940 CLASS A-C8-C27 • DIR NO. 1000033438

## PROPOSAL R2

July 14, 2025

Mr. Michael Flores, Jr.  
Public Works Manager  
City of Covina  
Department of Public Works  
125 East College Street  
Covina, CA 91723  
[mflores@covinaca.gov](mailto:mflores@covinaca.gov)  
626-384-5482 Office

### PROJECT: Police Department Parking Lots Crack Seal and Slurry Seal

Dear Mr. Flores, Jr.:

Per the attached email correspondence, we hereby propose to furnish all labor, material, equipment, and transportation necessary to complete the work as itemized in the table below. The scope of work includes the crack seal and slurry seal of the Police Department parking lots.

	Item Description	Quantity	Unit	Unit Price	Item Total
<b>West Parking Lot (16,000 SF) based on weekday schedule. For Saturday work, add \$4,000 per item (2, 3, 4)</b>					
1	Mobilization and traffic control.	1	LS	\$1,000.00	\$1,000.00
2	Apply herbicide to all cracks two weeks before crack sealing (1-day).	1	LS	\$800.00	\$800.00
3	Clean and seal all cracks ¼" up to 1" with hot rubberized crack sealant. (1-day).	1	LS	\$7,000.00	\$7,000.00
4	Furnish and apply Type II emulsion aggregate slurry seal with 2.5% latex additive and roll with a rubber tire roller (1-day).	16,000	SF	\$0.82	\$13,120.00
	<b>Total (West Parking Lot)*</b>				<b>\$21,920.00</b>
<b>East Parking Lot (32,500 SF) based on weekday schedule. For Saturday work, add \$4,000 per item (6, 7, 8)</b>					
5	Mobilization and traffic control.	1	LS	\$1,000.00	\$1,000.00
6	Apply herbicide to all cracks two weeks before crack sealing (1-day).	1	LS	\$800.00	\$800.00
7	Clean and seal all cracks ¼" up to 1" with hot rubberized crack sealant. (1-day).	1	LS	\$7,000.00	\$7,000.00
8	Furnish and apply Type II emulsion aggregate slurry seal with 2.5% latex additive and roll with a rubber tire roller (1-day).	32,500	SF	\$0.50	\$16,250.00
	<b>Total (East Parking Lot)*</b>				<b>\$25,050.00</b>
	<b>TOTAL PRICE*</b>				<b>\$46,970.00</b>

\*The Total Price is the minimum price for performing the work even if the final quantity ends up being less than that shown on the Proposal. If the quantity exceeds the specified quantity, then the additional quantity will be charged per the unit price. Price is good for 30 days from the date of Proposal. Price is based on prevailing wage rates. All work is based on one move-in. Additional move-ins will be charged at a rate of \$1,000.00 each.

EXCLUSIONS: Permits, bond, engineering survey, re-establishment of survey monument, utility relocation, removal of existing striping, and removal/reinstallation of wheel stops are not included in the proposal. Restriping to be by City.

### ACCEPTANCE OF PROPOSAL

I/We agree to and hereby accept the proposed scope of work and prices. You are hereby authorized to proceed with the work.

Accepted By:

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date





## CC Regular Meeting

# AGENDA ITEM REPORT

**Meeting:** August 5, 2025  
**Title:** Memorandum of Understanding (MOU) Side Letter Agreements with the Police Association of Covina (PAC) and the Police Supervisors Association of Covina (PSC)  
**Presented by:** Ric Walczak, Chief of Police  
**Recommendation:** Approve Resolution CC 2025-98 and Resolution CC 2025-99 and authorize City Manager to sign MOU side letter agreements with PAC and PSC.

### EXECUTIVE SUMMARY:

The Patrol Division of the Covina Police Department is responsible for 24/7 police responses and has utilized a variety of scheduling plans over the years. Staffing schedules are dependent on a number of factors, including personnel availability, volume of calls for service, anticipated activity, and an analysis of emergency vs. non-emergency responses. The Memorandum of Understanding between the City and the Police Association of Covina (PAC) and the Police Supervisors of Covina (PSC) describes five different alternative schedules. In a recent study on shift schedules, a sixth option was proposed.

### DISCUSSION:

Officers, corporals, and sergeants are currently working 88 hours per pay period, which requires 8 hours of pre-scheduled overtime per officer. The proposed schedule would consist of six (6) eleven-and-one-half-hour shifts with one (1) eleven-hour payback per pay period. This schedule would bring every officer to an 80-hour pay period with no pre-scheduled overtime. It also provides a team policing model where personnel are assigned to a consistent team of officers and supervisors for consistency and accountability. The proposed schedule was developed cooperatively during working meetings with involved personnel and supervision. The PAC and PSC groups were also surveyed regarding the proposed scheduling option and overwhelmingly chose the proposed schedule of existing options. The “1130” schedule accomplishes the department objectives of providing three shifts per day, team policing, dedicated training time and budgetary savings.

Human Resources drafted side-letter agreements with both PAC and PSC to include the sixth option for the “1130” schedule into their existing MOUs.

### FISCAL IMPACT:

The sixth schedule option (“1130” schedule) would actually reduce overtime cost by eliminating the current 88 hours per pay period arrangement that requires pre-scheduling 8 hours of overtime per officer. The “1130” schedule will allow officers to work 80 hours per pay period with no payback.

### CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

Not applicable.

Respectfully submitted,



Ric Walczak  
Chief of Police



**RESOLUTION CC 2025-98**

**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 17.1.B (Work Schedules) and Article 17.2 (Police Officer Scheduling) 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 17.1.B (Work Schedules) and Article 17.2 (Police Officer Scheduling) of the Memorandum of Understanding between the City of Covina and PAC, adopted by the City Council on June 18, 2024, to establish a new work schedule for sworn employees. 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 5<sup>th</sup> day of August, 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 2025-98 was duly adopted by the City Council of the City of Covina at a regular meeting held on the 5<sup>th</sup> day of August, 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 17.1.B (Work Schedules) of the PAC MOU establishes the work schedules available for sworn and non-sworn employees; and

**WHEREAS**, Article 17.2 (Police Officer Scheduling) of the PAC MOU establishes the shift schedules protocol for sworn employees; and

**WHEREAS**, the Parties met and conferred to modify the existing language to establish a new work schedule for sworn employees; 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 17.1.B of the PAC MOU shall be revised as follows:

**B. WORK SCHEDULES**

Work schedules are defined as an employee’s regularly assigned hours of the day and days per week and are assigned by the department and may include:

1. The 9/80 schedule (four nine-hour days per work week and one (1) alternating eight (8) hour workday/regular day off). Non-sworn employees have a FLSA work week designated as beginning four (4) hours after the start time on their alternating regular day off (eight (8) hour day).
2. The 5/40 schedule (five, eight-hour days per work week). Non-sworn employees working the 5/40 have a FLSA work week designated as beginning at 12:00 a.m. on Saturday through 11:59 p.m. Friday.

3. The 4/10 schedule (four, ten-hour days per work week). Non-sworn employees working the 4/10 have a FLSA work week designated as beginning at 12:00 a.m. on Saturday through 11:59 p.m. Friday.
4. The 3/12 schedule (three, twelve-hour days per work week and one alternating eight-hour day every other week). Non-sworn employees working the 3/12 schedule have a FLSA work week designated as beginning four (4) hours after the start time on their alternating eight (8) hour work day. The FLSA work week is designated as beginning at 12:00 a.m. on Saturday through 11:59 p.m. Friday.
5. The 3/12.5 schedule (three, twelve-and-one-half-hour days each week and one, ten-hour day in the twenty-eight-day work period). Only sworn Police Officers may be assigned this work schedule. The FLSA work week is designated as beginning at 12:00 a.m. on Saturday through 11:59 p.m. Friday.
6. The 3/11.5 schedule (three eleven-and-one-half hour days each week and two eleven-hour days in the twenty-eight-day work period). Only sworn employees may be assigned this work schedule. The FLSA work week is designated as beginning at 12:00 a.m. on Saturday through 11:59 p.m. Friday.

## **17.2 POLICE OFFICER SCHEDULING**

The Chief of Police or designee will manage and oversee the payback process.

Officers may not use Comp Time or Vacation Time in lieu of working their payback shift. The Chief of Police or designee will ensure that the officers' paybacks do not interfere with the officer's master vacation time.

If the City desires to have any Police Officers work the 3/12.5 work schedule, it will inform the Association and give it an opportunity to meet and confer over the City's proposed work schedule change decision. If after meeting and conferring with the Association, the City decides that it wants to have Police Officers work a 3/12.5 work schedule, the parties will, at that time, discuss the shift schedules applicable to the 3/12.5. If that occurs, officers working the 3-12½ shift will be required to work a 10-hour payback shift once during each 28 day pay cycle.

Shift scheduling and/or modifications are a Management Right. In the event of unforeseen circumstances Police Management reserves its right to adjust scheduling for the benefit of the department.

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 2025-99**

**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 10.1.B (Work Schedules) and Article 10.1.C (Patrol Scheduling) 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 10.1.B (Work Schedules) and Article 10.1.C (Patrol Scheduling) 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 work schedules and establishing a new work schedule for Police Sergeants. 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 5<sup>th</sup> day of August, 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 2025-99 was duly adopted by the City Council of the City of Covina at a regular meeting held on the 5<sup>th</sup> day of August, 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 10.1.B (Work Schedules) of the PSC MOU establishes that establishes the work schedules for sworn employees; and

**WHEREAS**, Article 10.1.C (Patrol Scheduling) of the PSC MOU establishes the scheduling protocol for Police Sergeants working patrol; and

**WHEREAS**, the Parties met and conferred to modify the existing language to add a new work schedule for sworn employees; 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 10.1.B of the PSC MOU shall be revised as follows:

**B. WORK SCHEDULES**

Work schedules are defined as an employee’s regularly assigned hours of the day and days per week and may include:

1. The 4/10 schedule (four ten-hour days per work week). Non-sworn employees working the 4/10 have a FLSA work week designated as beginning at 12:00 a.m. on Saturday through 11:59 p.m. Friday.
2. The 3/12.5 schedule (three twelve- and one-half-hour days each week and one ten-hour day in the twenty-eight-day work period). Only sworn Police Sergeants may be assigned this schedule.

3. The 3/11.5 schedule (three eleven-and-one-half hour days each week and two eleven-hour days in the twenty-eight-day work period). Only sworn Police Sergeants may be assigned this work schedule. The FLSA work week is designated as beginning at 12:00 a.m. on Saturday through 11:59 p.m. Friday.

### **C. PATROL SCHEDULING**

The Chief of Police or designee will manage and oversee the payback process.

Personnel may not use Comp Time or Vacation Time in lieu of working their payback shift. The Chief of Police or designee will ensure that the employee's paybacks do not interfere with employees' master vacation schedule.

Employees may be assigned to work a 3/11.5, 4/10 or 3/12.5 work schedule. Although employees receive overtime for working hours outside of their regular work hours (i.e., any hours worked in addition to their regular schedule) all of the employees in the unit are subject to the 28-day FLSA work period in accordance with Section 7(k) of the FLSA.

Employees working a 4/10 schedule work four (4) ten hour shifts on consecutive days. Employees working the 3/12.5 schedule work three (3) 12.5 hour shifts on consecutive days. Over a four-week period (28 days) they will also work one ten-hour payback shift which will be assigned by their supervisor. Employees working a 3/11.5 schedule work three (3) eleven-and-one-half shifts on consecutive days, and two eleven (11) hour days in the twenty-eight-day period.

Shift scheduling and/or modifications are a Management Right. In the event of unforeseen circumstances Police Management reserves its right to adjust scheduling for the benefit of the department. If the Chief of Police determines that employees need to work a three (3) 12.5-hour work schedule, the parties will discuss the impacts of that change prior to implementation.

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**

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Chris Marcarello  
City Manager

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Date



**FOR THE POLICE SUPERVISORS OF COVINA**

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Ray Marquez  
Police Sergeant

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Date

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Michael Colburn  
Police Sergeant

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Date





## CC Regular Meeting

# AGENDA ITEM REPORT

**Meeting:** August 5, 2025

**Title:** Purchase Agreement for the Replacement of a Public Works Utility Truck and the Modification of Two (2) Utility Trucks

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

**Recommendation:** Authorize the City Manager to execute a Purchase Agreement with Puente Hills Ford for the purchase of one (1) 2025 Ford Maverick XL Hybrid and the reconditioning of two (2) fleet vehicles with (1) 2024 Ford F-250SD XL and one (1) 2024 Ford F-350SD XL for an amount not-to-exceed \$164,497.08.

### EXECUTIVE SUMMARY/BACKGROUND:

The Department of Public Works' Fleet Maintenance Division is responsible for a fleet comprised of 129 assets, including specialty vehicles, police vehicles and heavy-duty equipment. As City staff works to update its fleet modernization plan, it has been determined that a number of vehicles have reached their useful service life due to age, mileage, performance and reliability. Two (2) trucks driven by the staff of the Public Works Parks Maintenance Division are now 18 years old and have over 100,000 and 90,000 miles each. One (1) truck driven by the Public Works Streets Division is likewise 18 years old with over 90,000 miles. All three vehicles require frequent maintenance and have suboptimal performance, creating difficulties for staff as they attempt to complete their daily work including equipment hauling, transporting, and normal wear and tear.

As proposed, the City Council will consider authorizing the purchase of one (1) 2025 Ford Maverick XL Hybrid and retrofitting work (new chassis, reconditioning, lighting, etc.) on a 2007 GMC 2500HD Sierra and a 2007 Chevrolet 3500HD to better meet operational needs.

### BACKGROUND/DISCUSSION:

In the past year, the Public Works Fleet Maintenance Division has experienced long lead times and pricing increases for acquiring replacement vehicles and equipment. Current lead times for new production vehicles are approximately 9 months, which results in additional repair costs and down time. For example, in September 2024, the City Council authorized the replacement of a Water Utility truck with National Auto Fleet Group (under the Sourcewell Cooperative Purchasing Agreement). To date, this truck is still listed in the manufacturing phase with no estimated delivery date provided. Like Covina, other cities have faced similar challenges with vehicle procurement under the Sourcewell Cooperative, with some agencies experiencing lead times upwards of 24 months prior to vehicle delivery.

Moreover, the vehicle currently in need of replacement, a 2007 GMC Canyon, is becoming increasingly difficult to maintain. As a 2007 model, replacement parts are challenging to source and expensive due to their scarcity. As such, it is in the best interest of the Department to replace the vehicle. Considering the nearly one-year wait time for product delivery, City staff has sought out alternative procurement methods. In accordance with the purchasing policy, procurement by non-competitive proposals was conducted due to the urgent need for the vehicle replacement (CMC 2.20.08), especially in consideration of prolonged wait times for standard procurements via Sourcewell. As such, City staff seeks to establish a purchase agreement with Puente Hills Ford for the procurement of a 2025 Ford Maverick Ecoboost Hybrid in the amount of \$34,312.96 (Attachment A). The lead time for the associated deliverables is approximately 2 to 4 months from the time the purchase order is issued – a significant improvement from other methods of procurement the City has recently experiences, which allows

for limited interruption to operations. Further, a review of market pricing has confirmed that the extended base price of the vehicle of \$26,995 is roughly \$1,000 less than current pricing available from other retailers.

Additionally, it is recommended that the Council authorize retrofitting work for two (2) other utility trucks used by the Public Works Department. As proposed, a 2007 GMC 2500HD Sierra and 2007 Chevrolet 3500HD will be modified to new chassis using 2024 Ford F-350 XLs. Both trucks will undergo the transfer of existing service bodies, new paint, lighting and related improvements. Transferring the chassis of these vehicles serves to outfit the trucks with modern and required amenities, minimizes capital outlay costs and limits delays associated with acquiring new vehicles. As such, City staff recommends a purchase agreement with Puente Hills Ford for the modification of fleet vehicles #519 and #717 with two 2024 Ford F-350SD XL in the amount of \$69,444.43 (Attachment B) and \$60,739.69, respectively (Attachment B). The lead time for the associated deliverables is approximately 3 to 12 days from the time the purchase order is issued.


**FISCAL IMPACT:**

The total cost for the procurement and body modifications is \$164,497.08. Funding in the amount of \$175,000 was included as part the approved Fiscal Year 2025-2026 Public Works Department Operational Budget – Central Equipment, Motor Vehicles (Account No. 70106010-55550).

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

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

Respectfully submitted,



Rafael M. Fajardo  
Director of Public Works/City Engineer



CITY OF COVINA  
2025 FORD MAVERICK ECOBOOST  
07/28/2025 9:15 AM

Incentive programs and rebates are estimates, subject to change and verification. Tax Profile: 10.25%Tax

### CASH PURCHASE

Market Value	31,310.00
Discount Savings	- 310.00
Vehicle (after Savings)	31,000.00
Taxes / Fees	3,312.96
<b>Due On Delivery</b>	<b>34,312.96</b>

#### PURCHASE DETAILS

Market Value .....	31,310.00
Discount Savings .....	- 310.00
Net Vehicle Price .....	31,000.00

#### TAXES AND FEES

Document Prep Fee .....	85.00
License/Title .....	33.00
Tire/Battery/VTR .....	8.75
Sales/Use Tax .....	3,186.21
<b>TOTAL .....</b>	<b>34,312.96</b>

Thank you, for choosing Puente Hills Ford.

**This unit will need to be ordered from the factory.**  
**Estimated Lead Time 2-4 months**

## 2025 Maverick®

XL [Edit](#)



Digitally generated image shown. Actual vehicle may vary. See dealer for details.

Digitally generated image shown. Actual vehicle may vary. See dealer for details.

## 2025 Maverick® XL Summary

Get an Internet Price

[Search Inventory](#)

**\$31,310**  
Estimated<sup>S5</sup>  
Net Price

**\$375**  
Per Month<sup>S6</sup>  
For 48  
Month  
Lease

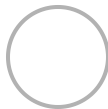
Get an Internet Price

Summary

Paint<sup>S4</sup>

Color

Oxford White



2025 Maverick® XL

Summary

Paint<sup>S4</sup>

Oxford White	\$0
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Powertrains<sup>S4</sup>

2.0L EcoBoost® Engine	\$0
AWD	\$575
8-Speed Automatic Transmission	\$0

Packages<sup>S4</sup>

XL (102A)	\$0
Ford Co-Pilot360® Technology	\$0

Digitally generated image shown. Actual vehicle may vary. See dealer for details.

**\$31,310**  
Estimated<sup>S5</sup>  
Net Price

**\$375**  
Per Month <sup>S6</sup>  
For 48  
Month  
Lease



Exterior <sup>S4</sup>

17" Steel Wheels with Sparkle Silver Painted Covers	\$0
225/65R 17" A/S BSW	\$0
Bed Tie Down Locking Rails with 2 Locking Brackets	\$225
Bedliner – Tough Bed® Spray-in	\$495
Bed Extender	\$370
Cargo Management System Mounted Bed Cross Bars	\$360

Digitally generated image shown. Actual vehicle may vary. See dealer for details.



**\$31,310**  
Estimated<sup>S5</sup>  
Net Price

**\$375**  
Per Month<sup>S6</sup>  
For 48  
Month  
Lease



Interior <sup>S4</sup>

Black Onyx	\$0
Cloth Bucket Front-Seats	\$0
AM/FM Stereo with Six (6) Speakers	\$0
SYNC® 4 with Enhanced Voice Recognition	\$0

Get an Internet Price

Search Inventory

Pricing Summary

Base MSRP <sup>S1</sup>	\$26,995
Options <sup>S4</sup>	+ \$2,025

**\$31,310**

Estimated<sup>S5</sup>  
Net Price

**\$375**

Per Month<sup>S6</sup>  
For 48  
Month  
Lease

Total Price

\$31,310

**Estimated Net Price**<sup>S5</sup> = **\$31,310**

**Monthly Payment**<sup>S6</sup> **\$375**

Lease based on \$3,062 down payment, 48 month term and 10,500 mileage, \$0 trade-in-value.

[Customize payment.](#)

Special Offers

[Look Up Trade-In-Value >](#)

[Estimate Your Credit >](#)

[Get Prequalified >](#)

**Your Configuration:** 2025 Maverick XL, XL (102A), SuperCrew®, AWD, 2.0L EcoBoost® Engine, 8-Speed Automatic Transmission, 121" Wheelbase  
Pricing shown for Zip code 90650 as of February 25, 2025 <sup>S2</sup>

## Disclosures

Note.

Information is provided on an "as is" basis and could include technical, typographical or other errors. Ford makes no warranties, representations, or guarantees of any kind, express or implied, including but not limited to, accuracy, currency, or completeness, the operation of the Site, the information, materials, content, availability, and products. Ford reserves the right



CITY OF COVINA  
RECONDITION T519 - 2024 FORD F-350SD XL  
VIN: 1FDRF3GN8REE66490  
STOCK #: 242550  
07/28/2025 9:15 AM

Incentive programs and rebates are estimates, subject to change and verification. Tax Profile: 10.25%Tax

### CASH PURCHASE

Market Value	68,785.00
Discount Savings	- 6,200.00
Vehicle (after Savings)	62,585.00
Taxes / Fees	6,859.43
Due On Delivery	69,444.43

#### PURCHASE DETAILS

Market Value .....	68,785.00
Discount Savings .....	- 6,200.00
Net Vehicle Price .....	62,585.00

#### TAXES AND FEES

Document Prep Fee .....	85.00
License/Title .....	34.00
Weight Fee .....	308.00
Tire/Battery/VTR .....	8.75
Sales/Use Tax .....	6,423.68
TOTAL .....	69,444.43

Thank you, for choosing Puente Hills Ford.







## **Specs**

**Transfer existing service body from old chassis truck # 519 onto new Ford Chassis.**

**Recondition and repaint body**

**Remove ladder rack and install new cab guard with mesh grill clear visibility**

**Transfer two cone holders at front bumper**

**Install 4 new apitong hardwood gates 2 boards high treat finish linseed oil.**

**Upgrade all running lights on body to LED**

**Repair left side top cabinet**

**Install rear view camera**

**Tow package**

**Install light bar**

**Chassis**

**1 unit - Ford F350 DRW 84" CA GAS**

**Lead Time:**

**3 - 12 days at the time a purchase order is issued.  
Delivery to location**





CITY OF COVINA  
RECONDITION T717 - 2024 FORD F-250SD XL  
VIN: 1FTBF2BA1RED76750  
STOCK #: 242260 -- MILES: 117  
SALESPERSON: ANTHONY RODRIGUEZ  
07/28/2025 9:15 AM

Incentive programs and rebates are estimates, subject to change and verification. Tax Profile: 10.25%Tax

### CASH PURCHASE

Vehicle Price	57,690.00
Rebate Savings	- 3,000.00
Vehicle (after Savings)	54,690.00
Taxes / Fees	6,049.69
<b>Due On Delivery</b>	<b>60,739.69</b>

#### PURCHASE DETAILS

Market Value .....	57,690.00
Discount Savings and Rebate .....	- 3,000.00
Net Vehicle Price .....	54,690.00

#### TAXES AND FEES

Document Prep Fee .....	85.00
License/Title .....	34.00
Tire/Battery/VTR .....	8.75
Sales/Use Tax .....	5,921.94
<b>TOTAL .....</b>	<b>60,739.69</b>

Thank you, for choosing Puente Hills Ford.



Interest Rates, Pricing, Rebates and Terms are estimates, subject to change and apply only on 07/28/2025.  
FOR INTERNAL USE ONLY Puente Hills Ford -- (626) 964-3673

01.06.78.41

## **Specs**

**Transfer existing service body & liftgate from old chassis truck # 717 onto new Chassis.**

**Recondition and repaint body**

**Transfer two cone holders at front bumper**

**Upgrade all running lights on body to LED**

**Install rear view camera**

**Install light bar**

**Chassis**

**1 unit - Ford F250 SRW 56-60" CA GAS**

**Lead Time:**

**3 - 12 days at the time a purchase order is issued.**

**Delivery to location**





## CC Regular Meeting

# AGENDA ITEM REPORT

<b>Meeting:</b>	August 5, 2025
<b>Title:</b>	Lease Agreement with Axon Enterprises Inc for a Mobile Audio/Video (In-Car) System and Body Worn Cameras
<b>Presented by:</b>	Ric Walczak, Chief of Police
<b>Recommendation:</b>	<ol style="list-style-type: none"><li>1. Adopt Resolution CC 2025-101 approving a ten-year lease agreement with Axon Enterprises Inc. for a mobile audio/video (in-car) system and body worn cameras using the competitively bid Sourcewell Cooperative Purchasing Agreement (Solicitation #101223-AXN);</li><li>2. Amend the Police Department's FY 2025-26 budget by \$133,000;</li><li>3. Authorize staff to repurpose and/or resell any current equipment including Cradlepoint units that remain in good condition as part of the implementation of the new Axon system.</li></ol>

### EXECUTIVE SUMMARY:

Since 2007, the Police Department has deployed a variety of video/audio recording technology in the provision of public safety patrol services. This technology initiated with Mobile Audio Video (MAV) recording systems and during the 2010s, it was expanded for use on roughly twenty police patrol units and two motorcycle units. In 2020, the Department transitioned to its current MAV and body worn camera system provided by LensLock. This type of integrated system is used by most police agencies in the region.

Over the five years that the LensLock system has been deployed, Department staff have encountered regular challenges with durability, limited technical capabilities and data transfer limitations. Examples of these challenges include broken body worn cameras, recording device glitches that have occurred when responding to critical incidents and limited capabilities with transferring recordings to the City's network. Based on these challenges, Department staff have evaluated alternative MAV providers in anticipation of the expiration of the current agreement with LensLock on November 30, 2025. After careful consideration, it is recommended that the Department transition to a new MAV technology provider – Axon Enterprises – utilizing a competitively bid procurement under the Sourcewell purchasing cooperative.

### DISCUSSION:

Axon Enterprises is the global leader in body-worn cameras. In speaking to local police agencies, Axon is the most recognized and trusted video/audio platform used for policing. As proposed, the City Council will consider authorizing a ten-year agreement with Axon with a comprehensive bundle that includes Mobile Audio Video for patrol vehicles, body-worn cameras and tasers for each police officer. The not-to-exceed price offered by Axon is \$2,372,314.31, which includes the above listed equipment, the installation of the infrastructure hardware and software as well as warranties and technical support. By entering into a ten-year agreement, the City will realize an average savings/discount of \$145,614.45 per year compared with utilizing a five-year term. As proposed, Year one of the agreement would initiate in September 2025 and run through 2034 at an annual cost of \$237,231.44 per year. This pricing option is available to the City utilizing a competitive solicitation provided under the Sourcewell purchasing cooperative (Contract solicitation #101223-AXN) which allows government agencies like Covina to participate in the cooperative purchase agreement between Axon and Sourcewell, a State of Minnesota government unit.

The City will be committed to investing a total of \$2,372,314.31 for the next ten years. Resolution CC 2025-101 will increase the Police Department's budget for FY 2025-26 in the amount of \$133,000. This amount along with \$105,000 already budgeted for body-worn cameras in FY 25-26 will be utilized for the first-year installation payment. Subsequent fiscal year budgets through FY 2034-35 will include \$237,231.43 each year.

**FISCAL IMPACT:**

The City will be committed to investing a total of \$2,372,314.31 for the next ten years. Resolution CC 2025-101 will increase the Police Department's budget for FY 2025-26 (1010 1130 55556) in the amount of \$133,000. This amount along with \$105,000 already budgeted for body-worn cameras in FY 25-26 will be utilized for the first-year installation payment. Subsequent fiscal year budgets through FY 2034-35 will include \$237,231.43 each year.

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

None.

Respectfully submitted,

  
Ric Walczak  
Chief of Police



Axon Enterprise, Inc.  
17800 N 85th St.  
Scottsdale, Arizona 85255  
United States  
VAT: 86-0741227  
Domestic: (800) 978-2737  
International: +1.800.978.2737

Q-726550-45863KP

Issued: 07/25/2025

Quote Expiration: 09/15/2025

Estimated Contract Start Date: 10/15/2025

Account Number: 106418

Payment Terms:

Mode of Delivery: UPS-GND

Credit/Debit Amount: \$0.00

SHIP TO	BILL TO
Covina Police Department - CA 444 N Citrus Ave Covina, CA 91723-2013 USA	Covina Police Department - CA 125 E College St Covina CA 91723-2129 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Kyle Panasewicz Phone: +1 4803294734 Email: kpanasewicz@axon.com Fax: (480) 905-2071	Ryan Davis Phone: 626-384-5808 Email: rdavis@covinaca.gov Fax:

#### Quote Summary

Program Length	120 Months
TOTAL COST	\$2,313,838.20
ESTIMATED TOTAL W/ TAX	\$2,372,314.31

#### Discount Summary

Average Savings Per Year	\$145,614.45
TOTAL SAVINGS	\$1,456,144.49

# Payment Summary

Date	Subtotal	Tax	Total
Sep 2025	\$231,383.82	\$5,847.61	\$237,231.43
Sep 2026	\$231,383.82	\$5,847.61	\$237,231.43
Sep 2027	\$231,383.82	\$5,847.61	\$237,231.43
Sep 2028	\$231,383.82	\$5,847.61	\$237,231.43
Sep 2029	\$231,383.82	\$5,847.61	\$237,231.43
Sep 2030	\$231,383.82	\$5,847.61	\$237,231.43
Sep 2031	\$231,383.82	\$5,847.61	\$237,231.43
Sep 2032	\$231,383.82	\$5,847.61	\$237,231.43
Sep 2033	\$231,383.82	\$5,847.61	\$237,231.43
Sep 2034	\$231,383.82	\$5,847.62	\$237,231.44
<b>Total</b>	<b>\$2,313,838.20</b>	<b>\$58,476.11</b>	<b>\$2,372,314.31</b>



Quote Unbundled Price: \$3,770,094.20  
 Quote List Price: \$2,798,640.20  
 Quote Subtotal: \$2,313,838.20

## Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
<b>Program</b>									
M00042	BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	45	120	\$489.40	\$318.16	\$282.17	\$1,523,718.00	\$43,612.52	\$1,567,330.52
B00057	BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	10	120	\$307.40	\$276.14	\$243.16	\$291,792.00	\$5,828.98	\$297,620.98
Fleet3B+TAP10Yr	Fleet 3 Basic + TAP 10 Year	20	120	\$201.93	\$198.58	\$125.85	\$302,040.00	\$4,984.79	\$307,024.79
Fleet3B+TAP10Yr	Fleet 3 Basic + TAP 10 Year	3	120	\$201.93	\$198.58	\$198.58	\$71,488.80	\$3,497.15	\$74,985.95
<b>A la Carte Hardware</b>									
101408	AXON FUSUS - CORE - CAD	1			\$600.00	\$0.00	\$0.00	\$0.00	\$0.00
101383	AXON FUSUS - CORE - LITE 512GB WITH POE	5			\$250.00	\$0.00	\$0.00	\$0.00	\$0.00
101386	AXON FUSUS - CORE - PRO 2.0 4TB HDD	2			\$600.00	\$0.00	\$0.00	\$0.00	\$0.00
101390	AXON FUSUS - CORE - ELITE 2.0 4TB HDD	1			\$4,000.00	\$0.00	\$0.00	\$0.00	\$0.00
101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	2			\$5,000.00	\$2,500.00	\$5,000.00	\$525.00	\$5,525.00
H00001	AB4 Camera Bundle	55			\$899.00	\$0.00	\$0.00	\$0.00	\$0.00
H00002	AB4 Multi Bay Dock Bundle	6			\$1,638.90	\$43.90	\$263.40	\$27.67	\$291.07
<b>A la Carte Software</b>									
ProLicense	Pro License Bundle	10	120		\$54.52	\$54.03	\$64,836.00	\$0.00	\$64,836.00
<b>A la Carte Services</b>									
101422	AXON FUSUS - PSO - HARDWARE DEPLOYMENT	11			\$425.00	\$0.00	\$0.00	\$0.00	\$0.00
101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1			\$2,700.00	\$2,700.00	\$2,700.00	\$0.00	\$2,700.00
101267	AXON VR - PSO - FULL INSTALLATION	1			\$12,000.00	\$12,000.00	\$12,000.00	\$0.00	\$12,000.00
85055	AXON BODY - PSO - FULL SERVICE	1			\$40,000.00	\$40,000.00	\$40,000.00	\$0.00	\$40,000.00
<b>A la Carte Warranties</b>									
101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	109		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
101424	AXON FUSUS - CORE - EXTENDED WARRANTY	2	109		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	109		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
101424	AXON FUSUS - CORE - EXTENDED WARRANTY	2	109		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total</b>							<b>\$2,313,838.20</b>	<b>\$58,476.11</b>	<b>\$2,372,314.31</b>

## Delivery Schedule

### Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	55	1	09/15/2025
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	1	1	09/15/2025
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	61	1	09/15/2025
AB4 Camera Bundle	100775	AXON BODY 4 - MAGNETIC DISCONNECT CABLE	61	1	09/15/2025



## Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	6	1	09/15/2025
AB4 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	6	1	09/15/2025
AB4 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	6	1	09/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	100126	AXON VR - TACTICAL BAG	2	1	09/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	45	1	09/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	1	1	09/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	4	1	09/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	100396	AXON TASER 10 - MAGAZINE - INERT RED	1	1	09/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	100399	AXON TASER 10 - CARTRIDGE - LIVE	900	1	09/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	100400	AXON TASER 10 - CARTRIDGE - HALT	450	1	09/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	100401	AXON TASER 10 - CARTRIDGE - INERT	20	1	09/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	100591	AXON TASER - CLEANING KIT	1	1	09/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	45	1	09/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	100623	ENHANCED HOOK-AND-LOOP TRAINING (HALT) SUIT (V2)	1	1	09/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	100748	AXON VR - CONTROLLER - TASER 10	2	1	09/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	100832	AXON VR - CONTROLLER - HANDGUN VR19H	2	1	09/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	101122	AXON VR - HOLSTER - T10 SAFARILAND GRAY - RH	2	1	09/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	101294	AXON VR - TABLET	2	1	09/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	101300	AXON VR - TABLET CASE	2	1	09/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	101455	AXON TASER 10 - REPLACEMENT TOOL KIT - INTERPOSER BUCKET	1	1	09/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	101456	AXON TASER 10 - REPLACEMENT INTERPOSER BUCKET	1	1	09/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	101755	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK V2	45	1	09/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	101755	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK V2	1	1	09/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	101757	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE V2	3	1	09/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	20018	AXON TASER - BATTERY PACK - TACTICAL	9	1	09/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	20018	AXON TASER - BATTERY PACK - TACTICAL	1	1	09/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	20018	AXON TASER - BATTERY PACK - TACTICAL	45	1	09/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	09/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	09/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	09/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	1	1	09/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	1	1	09/15/2025
BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	100126	AXON VR - TACTICAL BAG	1	1	09/15/2025
BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	100748	AXON VR - CONTROLLER - TASER 10	1	1	09/15/2025
BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	100832	AXON VR - CONTROLLER - HANDGUN VR19H	1	1	09/15/2025
BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	101123	AXON VR - HOLSTER - T10 SAFARILAND GRAY - LH	1	1	09/15/2025
BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	101294	AXON VR - TABLET	1	1	09/15/2025
BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	101300	AXON VR - TABLET CASE	1	1	09/15/2025
Fleet 3 Basic + TAP 10 Year	101675	AXON FLEET - ERICSSON CRADLEPOINT R980-5GD-A+5YR NETCLOUD	20	1	09/15/2025
Fleet 3 Basic + TAP 10 Year	101675	AXON FLEET - ERICSSON CRADLEPOINT R980-5GD-A+5YR NETCLOUD	3	1	09/15/2025
Fleet 3 Basic + TAP 10 Year	101924	AXON FLEET - TAOGLAS ANT - 7-IN-1 4CELL 2WIFI 1GNSS INT	20	1	09/15/2025
Fleet 3 Basic + TAP 10 Year	101924	AXON FLEET - TAOGLAS ANT - 7-IN-1 4CELL 2WIFI 1GNSS INT	3	1	09/15/2025
Fleet 3 Basic + TAP 10 Year	70112	AXON SIGNAL - VEHICLE	3	1	09/15/2025
Fleet 3 Basic + TAP 10 Year	70112	AXON SIGNAL - VEHICLE	20	1	09/15/2025
Fleet 3 Basic + TAP 10 Year	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	20	1	09/15/2025
Fleet 3 Basic + TAP 10 Year	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	3	1	09/15/2025
A la Carte	101383	AXON FUSUS - CORE - LITE 512GB WITH POE	5	1	09/15/2025
A la Carte	101386	AXON FUSUS - CORE - PRO 2.0 4TB HDD	2	1	09/15/2025



## Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
A la Carte	101390	AXON FUSUS - CORE - ELITE 2.0 44TB HDD	1	1	09/15/2025
A la Carte	101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	2	1	09/15/2025
A la Carte	101408	AXON FUSUS - CORE - CAD	1	1	09/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	101886	SIGNAL SENSOR	45	1	10/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	101889	AXON SIGNAL - BATTERY - CR2032	45	1	10/15/2025
BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	101886	SIGNAL SENSOR	10	1	10/15/2025
BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	101889	AXON SIGNAL - BATTERY - CR2032	10	1	10/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	100399	AXON TASER 10 - CARTRIDGE - LIVE	140	1	09/15/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	100400	AXON TASER 10 - CARTRIDGE - HALT	360	1	09/15/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	100399	AXON TASER 10 - CARTRIDGE - LIVE	130	1	09/15/2027
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	100400	AXON TASER 10 - CARTRIDGE - HALT	360	1	09/15/2027
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	100210	AXON VR - TAP REFRESH 1 - TABLET	2	1	03/15/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	101009	AXON VR - TAP REFRESH 1 - SIDEARM CONTROLLER	2	1	03/15/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	101012	AXON VR - TAP REFRESH 1 - CONTROLLER	2	1	03/15/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	20373	AXON VR - TAP REFRESH 1 - HEADSET	2	1	03/15/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	73309	AXON BODY - TAP REFRESH 1 - CAMERA	1	1	03/15/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	73889	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	6	1	03/15/2028
BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	100210	AXON VR - TAP REFRESH 1 - TABLET	1	1	03/15/2028
BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	101009	AXON VR - TAP REFRESH 1 - SIDEARM CONTROLLER	1	1	03/15/2028
BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	101012	AXON VR - TAP REFRESH 1 - CONTROLLER	1	1	03/15/2028
BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	20373	AXON VR - TAP REFRESH 1 - HEADSET	1	1	03/15/2028
BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	73309	AXON BODY - TAP REFRESH 1 - CAMERA	10	1	03/15/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	100399	AXON TASER 10 - CARTRIDGE - LIVE	140	1	09/15/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	100400	AXON TASER 10 - CARTRIDGE - HALT	360	1	09/15/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	100399	AXON TASER 10 - CARTRIDGE - LIVE	130	1	09/15/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	100400	AXON TASER 10 - CARTRIDGE - HALT	360	1	09/15/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	100211	AXON VR - TAP REFRESH 2 - TABLET	2	1	09/15/2030
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	101010	AXON VR - TAP REFRESH 2 - SIDEARM CONTROLLER	2	1	09/15/2030
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	101013	AXON VR - TAP REFRESH 2 - CONTROLLER	2	1	09/15/2030
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	20374	AXON VR - TAP REFRESH 2 - HEADSET	2	1	09/15/2030
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	73310	AXON BODY - TAP REFRESH 2 - CAMERA	46	1	09/15/2030
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	73888	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	6	1	09/15/2030
BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	100211	AXON VR - TAP REFRESH 2 - TABLET	1	1	09/15/2030
BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	101010	AXON VR - TAP REFRESH 2 - SIDEARM CONTROLLER	1	1	09/15/2030
BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	101013	AXON VR - TAP REFRESH 2 - CONTROLLER	1	1	09/15/2030
BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	20374	AXON VR - TAP REFRESH 2 - HEADSET	1	1	09/15/2030
BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	73310	AXON BODY - TAP REFRESH 2 - CAMERA	10	1	09/15/2030
Fleet 3 Basic + TAP 10 Year	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	20	1	09/15/2030
Fleet 3 Basic + TAP 10 Year	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	3	1	09/15/2030
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	20242	AXON TASER - CERTIFICATION PROGRAM YEAR 6-10 HARDWARE	45	1	03/15/2031
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	100212	AXON VR - TAP REFRESH 3 - TABLET	2	1	03/15/2033
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	101011	AXON VR - TAP REFRESH 3 - SIDEARM CONTROLLER	2	1	03/15/2033
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	101014	AXON VR - TAP REFRESH 3 - CONTROLLER	2	1	03/15/2033
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	20375	AXON VR - TAP REFRESH 3 - HEADSET	2	1	03/15/2033
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	73345	AXON BODY - TAP REFRESH 3 - CAMERA	46	1	03/15/2033
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	73347	AXON BODY - TAP REFRESH 3 - DOCK MULTI BAY	6	1	03/15/2033
BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	100212	AXON VR - TAP REFRESH 3 - TABLET	1	1	03/15/2033
BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	101011	AXON VR - TAP REFRESH 3 - SIDEARM CONTROLLER	1	1	03/15/2033
BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	101014	AXON VR - TAP REFRESH 3 - CONTROLLER	1	1	03/15/2033
BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	20375	AXON VR - TAP REFRESH 3 - HEADSET	1	1	03/15/2033
BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	73345	AXON BODY - TAP REFRESH 3 - CAMERA	10	1	03/15/2033
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	73346	AXON BODY - TAP REFRESH 4 - CAMERA	46	1	09/15/2035



## Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	73348	AXON BODY - TAP REFRESH 4 - DOCK MULTI BAY	6	1	09/15/2035
BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	73346	AXON BODY - TAP REFRESH 4 - CAMERA	10	1	09/15/2035
Fleet 3 Basic + TAP 10 Year	100092	AXON FLEET - TAP REFRESH 2 - 2 CAMERA KIT	3	1	09/15/2035
Fleet 3 Basic + TAP 10 Year	100092	AXON FLEET - TAP REFRESH 2 - 2 CAMERA KIT	20	1	09/15/2035

## Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	101180	AXON TASER - DATA SCIENCE PROGRAM	45	10/15/2025	10/14/2035
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	101705	AXON FUSUS - LICENSE - PRO USER	45	10/15/2025	10/14/2035
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	101711	AXON FUSUS - LICENSE - ADDITIONAL CCTV STREAMS	150	10/15/2025	10/14/2035
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	20248	AXON TASER - EVIDENCE.COM LICENSE	45	10/15/2025	10/14/2035
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	20248	AXON TASER - EVIDENCE.COM LICENSE	1	10/15/2025	10/14/2035
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	20370	AXON VR - USER ACCESS - FULL VR	45	10/15/2025	10/14/2035
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	45	10/15/2025	10/14/2035
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	45	10/15/2025	10/14/2035
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	73618	AXON COMMUNITY REQUEST	45	10/15/2025	10/14/2035
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	73638	AXON STANDARDS - LICENSE	45	10/15/2025	10/14/2035
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	45	10/15/2025	10/14/2035
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	450	10/15/2025	10/14/2035
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	45	10/15/2025	10/14/2035
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	73739	AXON PERFORMANCE - LICENSE	45	10/15/2025	10/14/2035
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	73746	AXON EVIDENCE - ECOM LICENSE - PRO	45	10/15/2025	10/14/2035
BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	101705	AXON FUSUS - LICENSE - PRO USER	10	10/15/2025	10/14/2035
BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	20370	AXON VR - USER ACCESS - FULL VR	10	10/15/2025	10/14/2035
BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	10	10/15/2025	10/14/2035
BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	10	10/15/2025	10/14/2035
BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	73618	AXON COMMUNITY REQUEST	10	10/15/2025	10/14/2035
BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	73638	AXON STANDARDS - LICENSE	10	10/15/2025	10/14/2035
BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	10	10/15/2025	10/14/2035
BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	10	10/15/2025	10/14/2035
BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	10	10/15/2025	10/14/2035
BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	73739	AXON PERFORMANCE - LICENSE	10	10/15/2025	10/14/2035
BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	73746	AXON EVIDENCE - ECOM LICENSE - PRO	10	10/15/2025	10/14/2035
Fleet 3 Basic + TAP 10 Year	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	3	10/15/2025	10/14/2035
Fleet 3 Basic + TAP 10 Year	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	20	10/15/2025	10/14/2035
Fleet 3 Basic + TAP 10 Year	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	6	10/15/2025	10/14/2035
Fleet 3 Basic + TAP 10 Year	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	40	10/15/2025	10/14/2035
Pro License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	30	10/15/2025	10/14/2035
Pro License Bundle	73746	AXON EVIDENCE - ECOM LICENSE - PRO	10	10/15/2025	10/14/2035

## Services

Bundle	Item	Description	QTY
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	45
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	101184	AXON INVESTIGATE - TRAINING - OPERATOR AND EXAMINER	3
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	101193	AXON TASER - ON DEMAND CERTIFICATION	1
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	101780	AXON FUSUS - PSO - SW IMPLEMENTATION - PRO	1
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	45
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	79999	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE	1
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	80190	AXON EVIDENCE - CHANNEL SERVICES	1
BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	10



## Services

Bundle	Item	Description	QTY	Estimated End Date
Fleet 3 Basic + TAP 10 Year	100738	AXON FLEET 3 - SIM INSERTION - VZW 4FF	3	10/14/2035
Fleet 3 Basic + TAP 10 Year	100738	AXON FLEET 3 - SIM INSERTION - VZW 4FF	20	10/14/2035
Fleet 3 Basic + TAP 10 Year	73391	AXON FLEET 3 - DEPLOYMENT PER VEHICLE - NOT OVERSIZED	20	10/14/2035
Fleet 3 Basic + TAP 10 Year	73391	AXON FLEET 3 - DEPLOYMENT PER VEHICLE - NOT OVERSIZED	3	10/14/2035
Fleet 3 Basic + TAP 10 Year	73392	AXON FLEET 3 - INSTALLATION - UPGRADE (PER VEHICLE)	3	10/14/2035
Fleet 3 Basic + TAP 10 Year	73392	AXON FLEET 3 - INSTALLATION - UPGRADE (PER VEHICLE)	20	10/14/2035
A la Carte	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	10/14/2035
A la Carte	101267	AXON VR - PSO - FULL INSTALLATION	1	10/14/2035
A la Carte	101422	AXON FUSUS - PSO - HARDWARE DEPLOYMENT	11	10/14/2035
A la Carte	85055	AXON BODY - PSO - FULL SERVICE	1	10/14/2035

## Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	100213	AXON VR - EXT WARRANTY - TABLET	2	09/15/2026	10/14/2035
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	1	09/15/2026	10/14/2035
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	45	09/15/2026	10/14/2035
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	101007	AXON VR - EXT WARRANTY - CONTROLLER	2	09/15/2026	10/14/2035
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	2	09/15/2026	10/14/2035
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	1	09/15/2026	10/14/2035
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	45	09/15/2026	10/14/2035
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	9	09/15/2026	10/14/2035
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	09/15/2026	10/14/2035
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	80464	AXON BODY - TAP WARRANTY - CAMERA	1	09/15/2026	10/14/2035
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	80464	AXON BODY - TAP WARRANTY - CAMERA	45	09/15/2026	10/14/2035
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	80465	AXON BODY - TAP WARRANTY - MULTIBAY DOCK	6	09/15/2026	10/14/2035
BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	100213	AXON VR - EXT WARRANTY - TABLET	1	09/15/2026	10/14/2035
BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	101007	AXON VR - EXT WARRANTY - CONTROLLER	1	09/15/2026	10/14/2035
BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	1	09/15/2026	10/14/2035
BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	80464	AXON BODY - TAP WARRANTY - CAMERA	10	09/15/2026	10/14/2035
Fleet 3 Basic + TAP 10 Year	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	20	09/15/2026	10/14/2035
Fleet 3 Basic + TAP 10 Year	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	3	09/15/2026	10/14/2035
Fleet 3 Basic + TAP 10 Year	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	3	09/15/2026	10/14/2035
Fleet 3 Basic + TAP 10 Year	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	20	09/15/2026	10/14/2035
A la Carte	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	09/15/2026	10/14/2035
A la Carte	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	09/15/2026	10/14/2035
A la Carte	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	2	09/15/2026	10/14/2035
A la Carte	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	2	09/15/2026	10/14/2035



## Shipping Locations

Location Number	Street	City	State	Zip	Country
1	444 N Citrus Ave	Covina	CA	91723-2013	USA
1	444 N Citrus Ave	Covina	CA	91723-2013	USA

## Payment Details

Sep 2025					
Invoice Plan	Item	Description	Qty	Subtotal	Tax Total
Annual Payment 1	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$270.00	\$0.00
Annual Payment 1	101267	AXON VR - PSO - FULL INSTALLATION	1	\$1,200.00	\$0.00
Annual Payment 1	101383	AXON FUSUS - CORE - LITE 512GB WITH POE	5	\$0.00	\$0.00
Annual Payment 1	101386	AXON FUSUS - CORE - PRO 2.0 4TB HDD	2	\$0.00	\$0.00
Annual Payment 1	101390	AXON FUSUS - CORE - ELITE 2.0 44TB HDD	1	\$0.00	\$0.00
Annual Payment 1	101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	2	\$500.00	\$52.50
Annual Payment 1	101408	AXON FUSUS - CORE - CAD	1	\$0.00	\$0.00
Annual Payment 1	101422	AXON FUSUS - PSO - HARDWARE DEPLOYMENT	11	\$0.00	\$0.00
Annual Payment 1	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	\$0.00	\$0.00
Annual Payment 1	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	2	\$0.00	\$0.00
Annual Payment 1	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	2	\$0.00	\$0.00
Annual Payment 1	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	\$0.00	\$0.00
Annual Payment 1	85055	AXON BODY - PSO - FULL SERVICE	1	\$4,000.00	\$0.00
Annual Payment 1	B00057	BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	10	\$29,179.19	\$582.90
Annual Payment 1	Fleet3B+TAP10Yr	Fleet 3 Basic + TAP 10 Year	3	\$7,148.88	\$349.71
Annual Payment 1	Fleet3B+TAP10Yr	Fleet 3 Basic + TAP 10 Year	20	\$30,204.00	\$498.48
Annual Payment 1	H00001	AB4 Camera Bundle	55	\$0.00	\$0.00
Annual Payment 1	H00002	AB4 Multi Bay Dock Bundle	6	\$26.34	\$2.77
Annual Payment 1	M00042	BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	45	\$152,371.81	\$4,361.25
Annual Payment 1	ProLicense	Pro License Bundle	10	\$6,483.60	\$0.00
Total				\$231,383.82	\$5,847.61
					\$237,231.43

Oct 2025					
Invoice Plan	Item	Description	Qty	Subtotal	Tax Total
Invoice Upon Fulfillment	M00042	BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	45	\$0.00	\$0.00
Total				\$0.00	\$0.00

Sep 2026					
Invoice Plan	Item	Description	Qty	Subtotal	Tax Total
Annual Payment 2	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$270.00	\$0.00
Annual Payment 2	101267	AXON VR - PSO - FULL INSTALLATION	1	\$1,200.00	\$0.00
Annual Payment 2	101383	AXON FUSUS - CORE - LITE 512GB WITH POE	5	\$0.00	\$0.00
Annual Payment 2	101386	AXON FUSUS - CORE - PRO 2.0 4TB HDD	2	\$0.00	\$0.00
Annual Payment 2	101390	AXON FUSUS - CORE - ELITE 2.0 44TB HDD	1	\$0.00	\$0.00
Annual Payment 2	101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	2	\$500.00	\$52.50
Annual Payment 2	101408	AXON FUSUS - CORE - CAD	1	\$0.00	\$0.00
Annual Payment 2	101422	AXON FUSUS - PSO - HARDWARE DEPLOYMENT	11	\$0.00	\$0.00



Sep 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 2	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	2	\$0.00	\$0.00	\$0.00
Annual Payment 2	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	2	\$0.00	\$0.00	\$0.00
Annual Payment 2	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Annual Payment 2	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Annual Payment 2	85055	AXON BODY - PSO - FULL SERVICE	1	\$4,000.00	\$0.00	\$4,000.00
Annual Payment 2	B00057	BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	10	\$29,179.19	\$582.90	\$29,762.09
Annual Payment 2	Fleet3B+TAP10Yr	Fleet 3 Basic + TAP 10 Year	3	\$7,148.88	\$349.71	\$7,498.59
Annual Payment 2	Fleet3B+TAP10Yr	Fleet 3 Basic + TAP 10 Year	20	\$30,204.00	\$498.48	\$30,702.48
Annual Payment 2	H00001	AB4 Camera Bundle	55	\$0.00	\$0.00	\$0.00
Annual Payment 2	H00002	AB4 Multi Bay Dock Bundle	6	\$26.34	\$2.77	\$29.11
Annual Payment 2	M00042	BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	45	\$152,371.81	\$4,361.25	\$156,733.06
Annual Payment 2	ProLicense	Pro License Bundle	10	\$6,483.60	\$0.00	\$6,483.60
<b>Total</b>				<b>\$231,383.82</b>	<b>\$5,847.61</b>	<b>\$237,231.43</b>

Sep 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 3	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$270.00	\$0.00	\$270.00
Annual Payment 3	101267	AXON VR - PSO - FULL INSTALLATION	1	\$1,200.00	\$0.00	\$1,200.00
Annual Payment 3	101383	AXON FUSUS - CORE - LITE 512GB WITH POE	5	\$0.00	\$0.00	\$0.00
Annual Payment 3	101386	AXON FUSUS - CORE - PRO 2.0 4TB HDD	2	\$0.00	\$0.00	\$0.00
Annual Payment 3	101390	AXON FUSUS - CORE - ELITE 2.0 4TB HDD	1	\$0.00	\$0.00	\$0.00
Annual Payment 3	101391	AXON FUSUS - CORE - ELITE AI 2.0 4TB HDD	2	\$500.00	\$52.50	\$552.50
Annual Payment 3	101408	AXON FUSUS - CORE - CAD	1	\$0.00	\$0.00	\$0.00
Annual Payment 3	101422	AXON FUSUS - PSO - HARDWARE DEPLOYMENT	11	\$0.00	\$0.00	\$0.00
Annual Payment 3	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	2	\$0.00	\$0.00	\$0.00
Annual Payment 3	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	2	\$0.00	\$0.00	\$0.00
Annual Payment 3	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Annual Payment 3	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Annual Payment 3	85055	AXON BODY - PSO - FULL SERVICE	1	\$4,000.00	\$0.00	\$4,000.00
Annual Payment 3	B00057	BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	10	\$29,179.19	\$582.90	\$29,762.09
Annual Payment 3	Fleet3B+TAP10Yr	Fleet 3 Basic + TAP 10 Year	3	\$7,148.88	\$349.71	\$7,498.59
Annual Payment 3	Fleet3B+TAP10Yr	Fleet 3 Basic + TAP 10 Year	20	\$30,204.00	\$498.48	\$30,702.48
Annual Payment 3	H00001	AB4 Camera Bundle	55	\$0.00	\$0.00	\$0.00
Annual Payment 3	H00002	AB4 Multi Bay Dock Bundle	6	\$26.34	\$2.77	\$29.11
Annual Payment 3	M00042	BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	45	\$152,371.81	\$4,361.25	\$156,733.06
Annual Payment 3	ProLicense	Pro License Bundle	10	\$6,483.60	\$0.00	\$6,483.60
<b>Total</b>				<b>\$231,383.82</b>	<b>\$5,847.61</b>	<b>\$237,231.43</b>

Sep 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 4	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$270.00	\$0.00	\$270.00
Annual Payment 4	101267	AXON VR - PSO - FULL INSTALLATION	1	\$1,200.00	\$0.00	\$1,200.00
Annual Payment 4	101383	AXON FUSUS - CORE - LITE 512GB WITH POE	5	\$0.00	\$0.00	\$0.00
Annual Payment 4	101386	AXON FUSUS - CORE - PRO 2.0 4TB HDD	2	\$0.00	\$0.00	\$0.00
Annual Payment 4	101390	AXON FUSUS - CORE - ELITE 2.0 4TB HDD	1	\$0.00	\$0.00	\$0.00
Annual Payment 4	101391	AXON FUSUS - CORE - ELITE AI 2.0 4TB HDD	2	\$500.00	\$52.50	\$552.50
Annual Payment 4	101408	AXON FUSUS - CORE - CAD	1	\$0.00	\$0.00	\$0.00
Annual Payment 4	101422	AXON FUSUS - PSO - HARDWARE DEPLOYMENT	11	\$0.00	\$0.00	\$0.00
Annual Payment 4	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Annual Payment 4	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	2	\$0.00	\$0.00	\$0.00
Annual Payment 4	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	2	\$0.00	\$0.00	\$0.00



Sep 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 4	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Annual Payment 4	85055	AXON BODY - PSO - FULL SERVICE	1	\$4,000.00	\$0.00	\$4,000.00
Annual Payment 4	B00057	BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	10	\$29,179.19	\$582.90	\$29,762.09
Annual Payment 4	Fleet3B+TAP10Yr	Fleet 3 Basic + TAP 10 Year	3	\$7,148.88	\$349.71	\$7,498.59
Annual Payment 4	Fleet3B+TAP10Yr	Fleet 3 Basic + TAP 10 Year	20	\$30,204.00	\$498.48	\$30,702.48
Annual Payment 4	H00001	AB4 Camera Bundle	55	\$0.00	\$0.00	\$0.00
Annual Payment 4	H00002	AB4 Multi Bay Dock Bundle	6	\$26.34	\$2.77	\$29.11
Annual Payment 4	M00042	BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	45	\$152,371.81	\$4,361.25	\$156,733.06
Annual Payment 4	Pro License	Pro License Bundle	10	\$6,483.60	\$0.00	\$6,483.60
<b>Total</b>				<b>\$231,383.82</b>	<b>\$5,847.61</b>	<b>\$237,231.43</b>

Sep 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 5	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$270.00	\$0.00	\$270.00
Annual Payment 5	101267	AXON VR - PSO - FULL INSTALLATION	1	\$1,200.00	\$0.00	\$1,200.00
Annual Payment 5	101383	AXON FUSUS - CORE - LITE 512GB WITH POE	5	\$0.00	\$0.00	\$0.00
Annual Payment 5	101386	AXON FUSUS - CORE - PRO 2.0 4TB HDD	2	\$0.00	\$0.00	\$0.00
Annual Payment 5	101390	AXON FUSUS - CORE - ELITE 2.0 4TB HDD	1	\$0.00	\$0.00	\$0.00
Annual Payment 5	101391	AXON FUSUS - CORE - ELITE AI 2.0 4TB HDD	2	\$500.00	\$52.50	\$552.50
Annual Payment 5	101408	AXON FUSUS - CORE - CAD	1	\$0.00	\$0.00	\$0.00
Annual Payment 5	101422	AXON FUSUS - PSO - HARDWARE DEPLOYMENT	11	\$0.00	\$0.00	\$0.00
Annual Payment 5	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	2	\$0.00	\$0.00	\$0.00
Annual Payment 5	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Annual Payment 5	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Annual Payment 5	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	2	\$0.00	\$0.00	\$0.00
Annual Payment 5	85055	AXON BODY - PSO - FULL SERVICE	1	\$4,000.00	\$0.00	\$4,000.00
Annual Payment 5	B00057	BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	10	\$29,179.19	\$582.90	\$29,762.09
Annual Payment 5	Fleet3B+TAP10Yr	Fleet 3 Basic + TAP 10 Year	20	\$30,204.00	\$498.48	\$30,702.48
Annual Payment 5	Fleet3B+TAP10Yr	Fleet 3 Basic + TAP 10 Year	3	\$7,148.88	\$349.71	\$7,498.59
Annual Payment 5	H00001	AB4 Camera Bundle	55	\$0.00	\$0.00	\$0.00
Annual Payment 5	H00002	AB4 Multi Bay Dock Bundle	6	\$26.34	\$2.77	\$29.11
Annual Payment 5	M00042	BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	45	\$152,371.81	\$4,361.25	\$156,733.06
Annual Payment 5	Pro License	Pro License Bundle	10	\$6,483.60	\$0.00	\$6,483.60
<b>Total</b>				<b>\$231,383.82</b>	<b>\$5,847.61</b>	<b>\$237,231.43</b>

Sep 2030

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 6	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$270.00	\$0.00	\$270.00
Annual Payment 6	101267	AXON VR - PSO - FULL INSTALLATION	1	\$1,200.00	\$0.00	\$1,200.00
Annual Payment 6	101383	AXON FUSUS - CORE - LITE 512GB WITH POE	5	\$0.00	\$0.00	\$0.00
Annual Payment 6	101386	AXON FUSUS - CORE - PRO 2.0 4TB HDD	2	\$0.00	\$0.00	\$0.00
Annual Payment 6	101390	AXON FUSUS - CORE - ELITE 2.0 4TB HDD	1	\$0.00	\$0.00	\$0.00
Annual Payment 6	101391	AXON FUSUS - CORE - ELITE AI 2.0 4TB HDD	2	\$500.00	\$52.50	\$552.50
Annual Payment 6	101408	AXON FUSUS - CORE - CAD	1	\$0.00	\$0.00	\$0.00
Annual Payment 6	101422	AXON FUSUS - PSO - HARDWARE DEPLOYMENT	11	\$0.00	\$0.00	\$0.00
Annual Payment 6	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Annual Payment 6	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	2	\$0.00	\$0.00	\$0.00
Annual Payment 6	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Annual Payment 6	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	2	\$0.00	\$0.00	\$0.00
Annual Payment 6	85055	AXON BODY - PSO - FULL SERVICE	1	\$4,000.00	\$0.00	\$4,000.00
Annual Payment 6	B00057	BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	10	\$29,179.19	\$582.90	\$29,762.09



Sep 2030

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 6	Fleet3B+TAP10Yr	Fleet 3 Basic + TAP 10 Year	3	\$7,148.88	\$349.71	\$7,498.59
Annual Payment 6	Fleet3B+TAP10Yr	Fleet 3 Basic + TAP 10 Year	20	\$30,204.00	\$498.48	\$30,702.48
Annual Payment 6	H00001	AB4 Camera Bundle	55	\$0.00	\$0.00	\$0.00
Annual Payment 6	H00002	AB4 Multi Bay Dock Bundle	6	\$26.34	\$2.77	\$29.11
Annual Payment 6	M00042	BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	45	\$152,371.81	\$4,361.25	\$156,733.06
Annual Payment 6	ProLicense	Pro License Bundle	10	\$6,483.60	\$0.00	\$6,483.60
<b>Total</b>				<b>\$231,383.82</b>	<b>\$5,847.61</b>	<b>\$237,231.43</b>

Sep 2031

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 7	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$270.00	\$0.00	\$270.00
Annual Payment 7	101267	AXON VR - PSO - FULL INSTALLATION	1	\$1,200.00	\$0.00	\$1,200.00
Annual Payment 7	101383	AXON FUSUS - CORE - LITE 512GB WITH POE	5	\$0.00	\$0.00	\$0.00
Annual Payment 7	101386	AXON FUSUS - CORE - PRO 2.0 4TB HDD	2	\$0.00	\$0.00	\$0.00
Annual Payment 7	101390	AXON FUSUS - CORE - ELITE 2.0 4TB HDD	1	\$0.00	\$0.00	\$0.00
Annual Payment 7	101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	2	\$500.00	\$52.50	\$552.50
Annual Payment 7	101408	AXON FUSUS - CORE - CAD	1	\$0.00	\$0.00	\$0.00
Annual Payment 7	101422	AXON FUSUS - PSO - HARDWARE DEPLOYMENT	11	\$0.00	\$0.00	\$0.00
Annual Payment 7	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Annual Payment 7	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Annual Payment 7	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	2	\$0.00	\$0.00	\$0.00
Annual Payment 7	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	2	\$0.00	\$0.00	\$0.00
Annual Payment 7	85055	AXON BODY - PSO - FULL SERVICE	1	\$4,000.00	\$0.00	\$4,000.00
Annual Payment 7	B00057	BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	10	\$29,179.19	\$582.90	\$29,762.09
Annual Payment 7	Fleet3B+TAP10Yr	Fleet 3 Basic + TAP 10 Year	20	\$30,204.00	\$498.48	\$30,702.48
Annual Payment 7	Fleet3B+TAP10Yr	Fleet 3 Basic + TAP 10 Year	3	\$7,148.88	\$349.71	\$7,498.59
Annual Payment 7	H00001	AB4 Camera Bundle	55	\$0.00	\$0.00	\$0.00
Annual Payment 7	H00002	AB4 Multi Bay Dock Bundle	6	\$26.34	\$2.77	\$29.11
Annual Payment 7	M00042	BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	45	\$152,371.81	\$4,361.25	\$156,733.06
Annual Payment 7	ProLicense	Pro License Bundle	10	\$6,483.60	\$0.00	\$6,483.60
<b>Total</b>				<b>\$231,383.82</b>	<b>\$5,847.61</b>	<b>\$237,231.43</b>

Sep 2032

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 8	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$270.00	\$0.00	\$270.00
Annual Payment 8	101267	AXON VR - PSO - FULL INSTALLATION	1	\$1,200.00	\$0.00	\$1,200.00
Annual Payment 8	101383	AXON FUSUS - CORE - LITE 512GB WITH POE	5	\$0.00	\$0.00	\$0.00
Annual Payment 8	101386	AXON FUSUS - CORE - PRO 2.0 4TB HDD	2	\$0.00	\$0.00	\$0.00
Annual Payment 8	101390	AXON FUSUS - CORE - ELITE 2.0 44TB HDD	1	\$0.00	\$0.00	\$0.00
Annual Payment 8	101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	2	\$500.00	\$52.50	\$552.50
Annual Payment 8	101408	AXON FUSUS - CORE - CAD	1	\$0.00	\$0.00	\$0.00
Annual Payment 8	101422	AXON FUSUS - PSO - HARDWARE DEPLOYMENT	11	\$0.00	\$0.00	\$0.00
Annual Payment 8	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	2	\$0.00	\$0.00	\$0.00
Annual Payment 8	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	2	\$0.00	\$0.00	\$0.00
Annual Payment 8	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Annual Payment 8	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Annual Payment 8	85055	AXON BODY - PSO - FULL SERVICE	1	\$4,000.00	\$0.00	\$4,000.00
Annual Payment 8	B00057	BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	10	\$29,179.19	\$582.90	\$29,762.09
Annual Payment 8	Fleet3B+TAP10Yr	Fleet 3 Basic + TAP 10 Year	20	\$30,204.00	\$498.48	\$30,702.48
Annual Payment 8	Fleet3B+TAP10Yr	Fleet 3 Basic + TAP 10 Year	3	\$7,148.88	\$349.71	\$7,498.59
Annual Payment 8	H00001	AB4 Camera Bundle	55	\$0.00	\$0.00	\$0.00



Sep 2032						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 8	H00002	AB4 Multi Bay Dock Bundle	6	\$26.34	\$2.77	\$29.11
Annual Payment 8	M00042	BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	45	\$152,371.81	\$4,361.25	\$156,733.06
Annual Payment 8	ProLicense	Pro License Bundle	10	\$6,483.60	\$0.00	\$6,483.60
Total				\$231,383.82	\$5,847.61	\$237,231.43

Sep 2033						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 9	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$270.00	\$0.00	\$270.00
Annual Payment 9	101267	AXON VR - PSO - FULL INSTALLATION	1	\$1,200.00	\$0.00	\$1,200.00
Annual Payment 9	101383	AXON FUSUS - CORE - LITE 512GB WITH POE	5	\$0.00	\$0.00	\$0.00
Annual Payment 9	101386	AXON FUSUS - CORE - PRO 2.0 4TB HDD	2	\$0.00	\$0.00	\$0.00
Annual Payment 9	101390	AXON FUSUS - CORE - ELITE 2.0 4TB HDD	1	\$0.00	\$0.00	\$0.00
Annual Payment 9	101391	AXON FUSUS - CORE - ELITE AI 2.0 4TB HDD	2	\$500.00	\$52.50	\$552.50
Annual Payment 9	101408	AXON FUSUS - CORE - CAD	1	\$0.00	\$0.00	\$0.00
Annual Payment 9	101422	AXON FUSUS - PSO - HARDWARE DEPLOYMENT	11	\$0.00	\$0.00	\$0.00
Annual Payment 9	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	2	\$0.00	\$0.00	\$0.00
Annual Payment 9	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	2	\$0.00	\$0.00	\$0.00
Annual Payment 9	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Annual Payment 9	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Annual Payment 9	85055	AXON BODY - PSO - FULL SERVICE	1	\$4,000.00	\$0.00	\$4,000.00
Annual Payment 9	B00057	BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	10	\$29,179.19	\$582.90	\$29,762.09
Annual Payment 9	Fleet3B+TAP10Yr	Fleet 3 Basic + TAP 10 Year	3	\$7,148.88	\$349.71	\$7,498.59
Annual Payment 9	Fleet3B+TAP10Yr	Fleet 3 Basic + TAP 10 Year	20	\$30,204.00	\$498.48	\$30,702.48
Annual Payment 9	H00001	AB4 Camera Bundle	55	\$0.00	\$0.00	\$0.00
Annual Payment 9	H00002	AB4 Multi Bay Dock Bundle	6	\$26.34	\$2.77	\$29.11
Annual Payment 9	M00042	BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	45	\$152,371.81	\$4,361.25	\$156,733.06
Annual Payment 9	ProLicense	Pro License Bundle	10	\$6,483.60	\$0.00	\$6,483.60
Total				\$231,383.82	\$5,847.61	\$237,231.43

Sep 2034						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 10	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$270.00	\$0.00	\$270.00
Annual Payment 10	101267	AXON VR - PSO - FULL INSTALLATION	1	\$1,200.00	\$0.00	\$1,200.00
Annual Payment 10	101383	AXON FUSUS - CORE - LITE 512GB WITH POE	5	\$0.00	\$0.00	\$0.00
Annual Payment 10	101386	AXON FUSUS - CORE - PRO 2.0 4TB HDD	2	\$0.00	\$0.00	\$0.00
Annual Payment 10	101390	AXON FUSUS - CORE - ELITE 2.0 4TB HDD	1	\$0.00	\$0.00	\$0.00
Annual Payment 10	101391	AXON FUSUS - CORE - ELITE AI 2.0 4TB HDD	2	\$500.00	\$52.50	\$552.50
Annual Payment 10	101408	AXON FUSUS - CORE - CAD	1	\$0.00	\$0.00	\$0.00
Annual Payment 10	101422	AXON FUSUS - PSO - HARDWARE DEPLOYMENT	11	\$0.00	\$0.00	\$0.00
Annual Payment 10	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Annual Payment 10	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Annual Payment 10	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	2	\$0.00	\$0.00	\$0.00
Annual Payment 10	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	2	\$0.00	\$0.00	\$0.00
Annual Payment 10	85055	AXON BODY - PSO - FULL SERVICE	1	\$4,000.00	\$0.00	\$4,000.00
Annual Payment 10	B00057	BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	10	\$29,179.19	\$582.88	\$29,762.07
Annual Payment 10	Fleet3B+TAP10Yr	Fleet 3 Basic + TAP 10 Year	20	\$30,204.00	\$498.47	\$30,702.47
Annual Payment 10	Fleet3B+TAP10Yr	Fleet 3 Basic + TAP 10 Year	3	\$7,148.88	\$349.76	\$7,498.64
Annual Payment 10	H00001	AB4 Camera Bundle	55	\$0.00	\$0.00	\$0.00
Annual Payment 10	H00002	AB4 Multi Bay Dock Bundle	6	\$26.34	\$2.74	\$29.08
Annual Payment 10	M00042	BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE 10YR	45	\$152,371.81	\$4,361.27	\$156,733.08
Annual Payment 10	ProLicense	Pro License Bundle	10	\$6,483.60	\$0.00	\$6,483.60

Q-726550-45863KP





Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

## Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.



Signature

7/25/2025

Date Signed



## **FLEET STATEMENT OF WORK BETWEEN AXON ENTERPRISE AND AGENCY**

### **Introduction**

This Statement of Work ("SOW") has been made and entered into by and between Axon Enterprise, Inc. ("AXON"), and Covina Police Department - CA the ("AGENCY") for the purchase of the Axon Fleet in-car video solution ("FLEET") and its supporting information, services and training. (AXON Technical Project Manager/The AXON installer)

### **Purpose and Intent**

AGENCY states, and AXON understands and agrees, that Agency's purpose and intent for entering into this SOW is for the AGENCY to obtain from AXON deliverables, which used solely in conjunction with AGENCY's existing systems and equipment, which AGENCY specifically agrees to purchase or provide pursuant to the terms of this SOW.

This SOW contains the entire agreement between the parties. There are no promises, agreements, conditions, inducements, warranties or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in the SOW.

### **Acceptance**

Upon completion of the services outlined in this SOW, AGENCY will be provided a professional services acceptance form ("Acceptance Form"). AGENCY will sign the Acceptance Form acknowledging that services have been completed in substantial conformance with this SOW and the Agreement. If AGENCY reasonably believes AXON did not complete the professional services in conformance with this SOW, AGENCY must notify AXON in writing of the specific reasons within seven (7) calendar days from delivery of the Acceptance Form. AXON will remedy the issues to conform with this SOW and re-present the Acceptance Form for signature. If AXON does not receive the signed Acceptance Form or written notification of the reasons for rejection within 7 calendar days of the delivery of the Acceptance Form, AGENCY will be deemed to have accepted the services in accordance to this SOW.

### **Force Majeure**

Neither party hereto shall be liable for delays or failure to perform with respect to this SOW due to causes beyond the party's reasonable control and not avoidable by diligence.

#### **Schedule Change**

Each party shall notify the other as soon as possible regarding any changes to agreed upon dates and times of Axon Fleet in-car Solution installation-to be performed pursuant of this Statement of Work.

#### **Axon Fleet Deliverables**

Typically, within (30) days of receiving this fully executed SOW, an AXON Technical Project Manager will deliver to AGENCY's primary point of contact via electronic media, controlled documentation, guides, instructions and videos followed by available dates for the initial project review and customer readiness validation. Unless otherwise agreed upon by AXON, AGENCY may print and reproduce said documents for use by its employees only.

#### **Security Clearance and Access**

Upon AGENCY's request, AXON will provide the AGENCY a list of AXON employees, agents, installers or representatives which require access to the AGENCY's facilities in order to perform Work pursuant of this Statement of Work. AXON will ensure that each employee, agent or representative has been informed or and consented to a criminal background investigation by AGENCY for the purposes of being allowed access to AGENCY's facilities. AGENCY is responsible for providing AXON with all required instructions and documentation accompanying the security background check's requirements.

#### **Training**

AXON will provide training applicable to Axon Evidence, Cradlepoint NetCloud Manager and Axon Fleet application in a train-the-trainer style method unless otherwise agreed upon between the AGENCY and AXON.

#### **Local Computer**

AGENCY is responsible for providing a mobile data computer (MDC) with the same software, hardware, and configuration that AGENCY personnel will use with the AXON system being installed. AGENCY is responsible for making certain that any and all security settings (port openings, firewall settings, antivirus software, virtual private network, routing, etc.) are made prior to the installation, configuration and testing of the aforementioned deliverables.

#### **Network**

AGENCY is responsible for making certain that any and all network(s) route traffic to appropriate endpoints and AXON is not liable for network breach, data interception, or loss of data due to misconfigured firewall settings or virus infection, except to the extent that such virus or infection is caused, in whole or in part, by defects in the deliverables.

#### **Cradlepoint Router**

When applicable, AGENCY must provide AXON Installers with temporary administrative access to Cradlepoint's [NetCloud Manager](#) to the extent necessary to perform Work pursuant of this Statement of Work.

#### **[Evidence.com](#)**

AGENCY must provide AXON Installers with temporary administrative access to Axon Evidence.com to the extent necessary to perform Work pursuant of this SOW.

#### **Wireless Upload System**

If purchased by the AGENCY, on such dates and times mutually agreed upon by the parties, AXON will install and configure into AGENCY's existing network a wireless network infrastructure as identified in the AGENCY's binding quote based on conditions of the sale.

#### **VEHICLE INSTALLATION**

#### **Preparedness**

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer less weapons and items of evidence. Vehicle(s) will be deemed 'out of service' to the extent necessary to perform Work pursuant of this SOW.

#### **Existing Mobile Video Camera System Removal**

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer which will remove from said vehicles all components of the existing mobile video camera system unless otherwise agreed upon by the AGENCY.

Major components will be salvaged by the AXON Installer for auction by the AGENCY. Wires and cables are not considered expendable and will not be salvaged. Salvaged components will be placed in a designated area by the AGENCY within close proximity of the vehicle in an accessible work space.

Prior to removing the existing mobile video camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's systems' operation to identify and operate, documenting any existing component or system failures and in detail, identify which components of the existing mobile video camera system will be removed by the AXON Installer.

#### **In-Car Hardware/Software Delivery and Installation**

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer, who will install and configure in each vehicle in accordance with the specifications detailed in the system's installation manual and its relevant addendum(s). Applicable in-car hardware will be installed and configured as defined and validated by the AGENCY during the pre-deployment discovery process.

If a specified vehicle is unavailable on the date and time agreed upon by the parties, AGENCY will provide a similar vehicle for the installation process. Delays due to a vehicle, or substitute vehicle, not being available at agreed upon dates and times may result in additional fees to the AGENCY. If the AXON Installer determines that a vehicle is not properly prepared for installation ("Not Fleet Ready"), such as a battery not being properly charged or properly up-fit for in-service, field operations, the issue shall be reported immediately to the AGENCY for resolution and a date and time for the future installation shall be agreed upon by the parties.

Upon completion of installation and configuration, AXON will systematically test all installed and configured in-car hardware and software to ensure that ALL functions of the hardware and software are fully operational and that any deficiencies are corrected unless otherwise agreed upon by the AGENCY, installation, configuration, test and the correct of any deficiencies will be completed in each vehicle accepted for installation.

Prior to installing the Axon Fleet camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's existing systems' operation to identify, document any existing component or vehicle systems' failures. Prior to any vehicle up-fitting the AXON Installer will introduce the system's components, basic functions, integrations and systems overview along with reference to AXON approved, AGENCY manuals, guides, portals and videos. It is both the responsibility of the AGENCY and the AXON Installer to agree on placement of each component, the antenna(s), integration recording trigger sources and customer preferred power, ground and ignition sources prior to permanent or temporary installation of an Axon Fleet camera solution in each vehicle type. Agreed placement will be documented by the AXON Installer.

AXON welcomes up to 5 persons per system operation training session per day, and unless otherwise agreed upon by the AGENCY, the first vehicle will be used for an installation training demonstration. The second vehicle will be used for an assisted installation training demonstration. The installation training session is customary to any AXON Fleet installation service regardless of who performs the continued Axon Fleet system installations.

The customary training session does not 'certify' a non-AXON Installer, customer-employed Installer or customer 3rd party Installer, since the AXON Fleet products does not offer an Installer certification program. Any work performed by non-AXON Installer, customer-employed Installer or customer 3rd party Installer is not warranted by AXON, and AXON is not liable for any damage to the vehicle and its existing systems and AXON Fleet hardware.







## Master Services and Purchasing Agreement for Customer

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc. ("**Axon**"), and the Customer listed below or, if no Customer is listed below, the customer on the Quote (as defined below) ("**Customer**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) date of acceptance of the Quote ("**Effective Date**"). Axon and Customer are each a "**Party**" and collectively "**Parties**". This Agreement governs Customer's purchase and use of the Axon Devices and Services detailed in the Quote. It is the intent of the Parties that this Agreement will govern all subsequent purchases by Customer for the same Axon Devices and Services in the Quote, and all such subsequent quotes accepted by Customer shall be also incorporated into this Agreement by reference as a Quote. The Parties agree as follows:

### 1. **Definitions.**

- 1.1. "**Axon Cloud Services**" means Axon's web services, including, but not limited to, Axon Evidence, Axon Records, Axon Dispatch, FUSUS services, and interactions between Axon Evidence and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.
- 1.2. "**Axon Device**" means all hardware provided by Axon under this Agreement. Axon-manufactured Devices are a subset of Axon Devices.
- 1.3. "**Quote**" means an offer to sell and is only valid for devices and services on the offer at the specified prices. Any inconsistent or supplemental terms within Customer's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any Quote by Axon, and Axon reserves the right to cancel any orders resulting from such errors.
- 1.4. "**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

### 2. **Term.** This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

- 2.1. All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 or TASER 10 plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").
- 2.2. Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5-year term ("**Renewal Term**"). For purchase of TASER 7 or TASER 10 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote by up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

### 3. **Payment.** Axon invoices for Axon Devices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 30 days from the invoice date. Axon invoices for Axon Cloud Services on an upfront annual basis prior to the beginning of the Subscription Term and upon the anniversary of the Subscription Term. Payment obligations are non-cancelable. Unless otherwise prohibited by law, Customer will pay interest on all past-due sums at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law. Customer will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Customer is responsible for collection and attorneys' fees.

### 4. **Taxes.** Customer is responsible for sales and other taxes associated with the order unless Customer provides Axon a valid tax exemption certificate.

### 5. **Shipping.** Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are EXW (Incoterms 2020) via common carrier. Title and risk of loss pass to Customer upon Axon's delivery to the common carrier. Customer is responsible for any shipping charges in the Quote.

### 6. **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

### 7. **Warranty.**

- 7.1. **Limited Warranty.** Axon warrants that Axon-manufactured Devices, except for TASER devices covered under the TASER Appendix, are free from defects in workmanship and materials for one (1) year from the date of Customer's receipt, except Signal Sidearm which Axon warrants for thirty (30) months from Customer's receipt and Axon-manufactured accessories, which Axon warrants for ninety (90) days from Customer's receipt, respectively, from the date of Customer's receipt. Extended warranties run from the expiration of the one- (1-)

year hardware warranty through the extended warranty term purchased.

- 7.2. **Disclaimer.** All software and Axon Cloud Services are provided "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Axon Devices and Services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's warranty and are only subject to the warranties of the third-party provider or manufacturer. If Customer purchases Axon Loki, Customer acknowledges the Loki device is designed for operation in enclosed, controlled environments and must be used in compliance with all applicable laws and safety guidelines. Operation in open or unapproved areas may result in signal interference, loss of control, or damage, and Axon assumes no liability for improper use, including any resulting harm or regulatory violations.
- 7.3. **Claims.** If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon-manufactured Device or (b) ninety (90) days from the date of repair or replacement.
- 7.3.1. If Customer exchanges an Axon Device or part, the replacement item becomes Customer's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Customer must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.
- 7.4. **Spare Axon Devices.** At Axon's reasonable discretion, Axon may provide Customer a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Customer submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Customer in accordance with shipping terms of this Agreement. Axon assumes no liability or obligation in the event Customer does not utilize Spare Axon Devices for the intended purpose.
- 7.5. **Limitations.** Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Customer resells Axon Devices.
- 7.5.1. **To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement. Customer confirms and agrees that, in deciding whether to sign this Agreement, Customer has not relied on any statement or representation by Axon or anyone acting on behalf of Axon related to the subject matter of this Agreement that is not in this Agreement.**
- 7.5.2. **Axon's cumulative liability to any party for any loss or damage resulting from any claim, demand, or action arising out of or relating to this Agreement will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the twelve (12) months preceding the claim. Neither Party will be liable for special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.**
- 7.6. **Online Support Platforms.** Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at [www.axon.com/sales-terms-and-conditions](http://www.axon.com/sales-terms-and-conditions).
- 7.7. **Third-Party Software and Services.** Use of software or services other than those provided by Axon is governed by the terms, if any, entered into between Customer and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at [www.axon.com/sales-terms-and-conditions](http://www.axon.com/sales-terms-and-conditions), if any.

7.8. **Axon Aid.** Upon mutual agreement between Axon and Customer, Axon may provide certain products and services to Customer, as a charitable donation under the Axon Aid program. In such event, Customer expressly waives and releases any and all claims, now known or hereafter known, against Axon and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "**Releasees**"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of any Releasees or otherwise. Customer agrees not to make or bring any such claim against any Releasee, and forever release and discharge all Releasees from liability under such claims. Customer expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately upon notice to the Customer.

8. **Free Trial**

8.1. **Trial Period and License.** At any time during the Term, Customer and Axon may elect to enter a free trial of Axon Devices and Services new to the Customer for a designated period ("**Trial Period**") as described in a quote issued ("**Trial Quote**"). During the Trial Period, Axon grants Customer a nonexclusive, terminable, non-transferable, license to use new Axon Devices and Services provided for trial to the Customer ("**Trial Products**"). Trial Products may include Axon beta software or firmware which additional terms may be required and included within the Trial Quote. Axon may limit the number of Trial Products Customer receives within the Trial Quote. Axon may supply refurbished Trial Products. ALL FREE TRIAL PRODUCTS INCLUDING, WITHOUT LIMITATION, AXON CLOUD SERVICES, ARE PROVIDED "AS IS" AND TO THE EXTENT NOT PROHIBITED BY LAW, AXON DISCLAIMS ALL LIABILITY REGARDLESS OF THE CLAIM.

8.2. **Trial Quote Termination.** Upon at least 10 business days' prior written notice to Axon at any time prior to the end of the Trial Period, Customer may as its sole option, terminate the free Trial Period and underlying Trial Quote associated with the Trial Products for convenience. Customer's rights to the Trial Products will immediately terminate at the end of the Trial Period, and Customer will return any Trial Products hardware to Axon within 10 days after the effective date of such termination or at the end of the Trial Period, excluding used CEW cartridges. If any individual component of the Trial Products is not returned, Axon will invoice Customer the MSRP of the unreturned items. Customer agrees to pay the invoice along with any applicable taxes and shipping. Customer will return the Trial Products to Axon in good working condition, minus normal wear and tear. Axon may charge Customer if there is damage beyond normal wear and tear. Any Customer Content shall be stored and returned pursuant to the Axon Cloud Services Terms of Use Appendix

9. **Statement of Work.** Certain Axon Devices and Services, including, but not limited to, Axon Interview Room, Axon Channel Services, Axon Justice Implementation, FUSUS, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Customer, Axon is only responsible for the performance of Services described in the SOW. Additional services outside of the SOW, Quote, or this Agreement are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. Any applicable SOW is incorporated into this Agreement by reference.

10. **Axon Device Warnings.** See [www.axon.com/legal](http://www.axon.com/legal) for the most current Axon Device warnings.

11. **Design Changes.** Axon may make design changes to any Axon Device or Service without notifying Customer or making the same change to Axon Devices and Services previously purchased by Customer.

12. **Combined Offerings.** Some offerings in a Quote combine existing and pre-released Axon Devices or Services. Some offerings may not be available at the time of Customer's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to delay of availability or Customer's choice not to utilize any portion of a combined offering.

13. **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.

14. **IP Rights.** Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Customer will not cause any Axon proprietary rights to be violated.

15. **IP Indemnification.** Axon will indemnify Customer against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices, Axon Cloud Services or Axon software ("**Axon Products**") infringes or misappropriates the third-party's intellectual property rights. Customer must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon Products by Customer or a third-party not approved by Axon; (b) use of Axon Products in combination with hardware or services not approved by Axon; (c) use of Axon Products other

than as permitted in this Agreement; or (d) use of Axon Products that is not the most current software release provided by Axon.

16. **Customer Responsibilities.** Customer is responsible for (a) Customer's use of Axon Devices; (b) Customer or a Customer-authorized user's breach of this Agreement or violation of applicable law; (c) disputes between Customer and a third-party over Customer's use of Axon Devices; (d) secure and sustainable destruction and disposal of Axon Devices at Customer's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.

17. **Termination.**

- 17.1. **For Breach.** A Party may terminate this Agreement for cause if it provides thirty (30) days written notice of the breach to the other Party, and the breach remains uncured thirty (30) days after written notice. If Customer terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.

- 17.2. **By Customer.** If sufficient funds are not appropriated or otherwise legally available to pay the fees, Customer may terminate this Agreement. Customer will deliver notice of termination under this section as soon as reasonably practicable.

- 17.3. **Effect of Termination.** Upon termination of this Agreement, Customer rights immediately terminate. Customer remains responsible for all fees incurred before the effective date of termination. If Customer purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Customer the difference between the MSRP for Axon Devices procured, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Customer may return Axon Devices to Axon within thirty (30) days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For multiple Axon Devices that may be combined as a single offering on a Quote, MSRP is the standalone price of all individual components.

18. **Confidentiality.** "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for five (5) years thereafter. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive. If Customer receives a public records request to disclose Axon Confidential Information, to the extent allowed by law, Customer will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

19. **General.**

- 19.1. **Force Majeure.** Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.

- 19.2. **Independent Contractors.** The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, Customer, fiduciary, or employment relationship between the Parties.

- 19.3. **Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.

- 19.4. **Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.

- 19.5. **Compliance with Laws.** Each Party will comply with all applicable federal, state, and local laws, including without limitation, import and export control laws and regulations as well as firearm regulations and the Gun Control Act of 1968. Customer acknowledges that Axon Devices and Services are subject to U.S. and international export control laws, including the U.S. Export Administration Regulations (EAR) and International Traffic in Arms Regulations (ITAR). Customer represents and warrants that neither it nor any End User is a "Restricted Person," meaning any individual or entity that (1) is subject to U.S. sanctions or trade restrictions, (2) appears on any U.S. government restricted party list, (3) engages in prohibited weapons proliferation activities, or (4) is owned or controlled by, or acting on behalf of, such persons or entities. Customer must promptly notify Axon of any change in status, and Axon may terminate this Agreement if Customer or any End User becomes a Restricted Person or violates export laws.

- 19.6. **Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.
- 19.7. **Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- 19.8. **Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.
- 19.9. **Survival.** The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, Customer Responsibilities and any other Sections detailed in the survival sections of the Appendices.
- 19.10. **Governing Law.** The laws of the country, state, province, or municipality where Customer is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 19.11. **Notices.** All notices must be in English. Notices posted on Customer's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Customer shall be provided to the address on file with Axon. Notices to Axon shall be provided to Axon Enterprise, Inc. Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to [legal@axon.com](mailto:legal@axon.com).
- 18.12 **Entire Agreement.** This Agreement, the Appendices, including any applicable Appendices not attached herein for the products and services purchased, which are incorporated by reference and located in the Master Purchasing and Services Agreement located at <https://www.axon.com/sales-terms-and-conditions>, Quote and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each Party, by and through its respective representative authorized to execute this Agreement, has duly executed and delivered this Agreement as of the date of signature.

**AXON:****Axon Enterprise, Inc.****CUSTOMER:**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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



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## Axon Cloud Services Terms of Use Appendix

### 1. **Definitions.**

- 1.1. "Data Controller" means the natural or legal person, public authority, or any other body which alone or jointly with others determines the purposes and means of the processing of Personal Data.
- 1.2. "Data Processor" means a natural or legal person, public authority or any other body which processes Personal Data on behalf of the Data Controller.
- 1.3. "Customer Content" is data uploaded into, ingested by, or created in Axon Cloud Services within Customer's tenant, including media or multimedia uploaded into Axon Cloud Services by Customer. Customer Content includes Evidence but excludes Non-Content Data.
- 1.4. "Evidence" is media or multimedia uploaded into Axon Evidence as 'evidence' by Customer. Evidence is a subset of Customer Content.
- 1.5. "End User" means the natural person subject to Customer's authorized license grant who ultimately uses the Cloud Services as provided under this Agreement. End Users must adhere to the terms of use and are subject to any usage restrictions or limitations specified in this Agreement.
- 1.6. "**Non-Content Data**" is data, configuration, and usage information about Customer's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Customer Content.
- 1.7. "Personal Data" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
- 1.8. "Provided Data" means de-identified, de-personalized, data derived from Customer's TASER energy weapon deployment reports, related TASER energy weapon logs, body-worn camera footage, and incident reports.
- 1.9. "Subprocessor" means any third party engaged by the Data Processor to assist in data processing activities that the Data Processor is carrying out on behalf of the Data Controller.
- 1.10. "**Transformed Data**" means the Provided Data used for the purpose of quantitative evaluation of the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

2. **Access.** Upon Axon granting Customer a subscription to Axon Cloud Services, Customer may access and use Axon Cloud Services to store and manage Customer Content. Customer may not exceed more End Users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence access granted solely for TASER, Customer may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**") and Customer may not upload non-TASER Data to Axon Evidence
3. **Customer Owns Customer Content.** Customer controls and owns all rights, title, and interest in Customer Content. Except as outlined herein, Axon obtains no interest in Customer Content, and Customer Content is not Axon's business records. Customer is solely responsible for uploading, sharing, managing, and deleting Customer Content. Axon will only have access to Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.
4. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Customer Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Customer Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum for its digital evidence or records management systems.
5. **Customer Responsibilities.** Customer is responsible for (a) ensuring Customer owns Customer Content or has the necessary rights to use Customer Content (b) ensuring no Customer Content or Customer End User's use of Customer Content or Axon Cloud Services violates this Agreement or applicable laws; (c) maintaining necessary

computer equipment and Internet connections for use of Axon Cloud Services and (d) verify the accuracy of any auto generated or AI-generated reports. If Customer becomes aware of any violation of this Agreement by an End User, Customer will immediately terminate that End User's access to Axon Cloud Services.

- 5.1 Customer will also maintain the security of End User usernames and passwords and security and access by end users to Customer Content. Customer is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Customer regulation and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. If Customer provides access to unauthorized third-parties, Axon may assess additional fees along with suspending Customer's access. Customer shall contact Axon immediately if an unauthorized party may be using Customer's account or Customer Content, or if account information is lost or stolen.
- 5.2 To the extent Customer uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at <https://www.youtube.com/static?template=terms>.
6. **Privacy.** Customer's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at <https://www.axon.com/legal/cloud-services-privacy-policy>. Customer agrees to allow Axon access to Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.
7. **Axon Body Wi-Fi Positioning.** Axon Body cameras may offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Customer administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Customer chooses to use this service, Axon must also enable the usage of the feature for Customer's Axon Cloud Services tenant. Customer will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Customer's Axon Cloud Services tenant.
8. **Storage.** For Axon Unlimited Device Storage subscriptions, Customer may store unlimited data in Customer's Axon Evidence account only if the Axon Device data is shared to Customer through Axon Evidence from a partner agency using Axon Evidence, or the data originates from Axon Capture or an Axon Device. Axon may charge Customer additional fees for exceeding purchased storage amounts. Axon may place Customer Content that Customer has not viewed or accessed for six (6) months into archival storage. Customer Content in archival storage will not have immediate availability and may take up to twenty-four (24) hours to access.
9. **Third-Party Unlimited Storage.** For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon Evidence user license; (ii) is limited to data of the law enforcement Customer that purchased the Third-Party Unlimited Storage and the Axon Evidence End User; (iii) Customer is prohibited from storing data for other customers or law enforcement agencies; and (iv) Customer may only upload and store data that is directly related to (1) the investigation of, or the prosecution or defense of a crime, (2) common law enforcement activities, or (3) any Customer Content created by Axon Devices or Axon Evidence.
10. **Location of Storage.** Axon may transfer Customer Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Customer Content. If Customer is located in the United States, Canada, or Australia, Axon will ensure all Customer Content stored in Axon Cloud Services remains in the country where Customer is located. Ownership of Customer Content remains with Customer.
11. **Suspension.** Axon may temporarily suspend Customer's or any End User's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Customer or End User's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Customer remains responsible for all fees incurred through suspension. Axon will not delete Customer Content because of suspension, except as specified in this Agreement.
12. **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Customer uploads data to Axon Cloud Services.
13. **Roles of the Parties.** To the extent that Customer is the Data Controller of Personal Data, Axon is its Data Processor. To the extent that Customer is a Data Processor of Personal Data, Axon is its Subprocessor. Notwithstanding the foregoing, to the extent any usage data (including query logs and metadata) and/or operations data (including billing and support data) in connection with Customer's use of the Services (collectively "**Usage and Operations Data**") is considered Personal Data, Axon is an independent Data Controller and shall Process such data in accordance with

the Agreement and applicable data protection laws to develop, improve, support, and operate its products and services. For the avoidance of doubt, Axon will not disclose any Usage and Operations Data that includes confidential information with a third party except (a) in accordance with the relevant confidentiality provisions in the Agreement, or (b) to the extent the Usage and Operations Data is, in accordance with applicable data protection laws, anonymized, de-identified, and/or aggregated such that it can no longer directly or indirectly identify Customer or any particular individual.

14. **TASER Data Science Program.** Axon will provide a quantitative evaluation on the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.
- 14.1. If Customer purchases the TASER Data Science Program, Customer grants Axon, its affiliates, and assignees an irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Provided Data solely for the purposes of this Agreement and to create Transformed Data. Customer shall own all rights and title to Provided Data. Axon shall own all rights and title to Transformed Data and any derivatives of Transformed Data.
- 14.2. Axon grants to Customer an irrevocable, perpetual, fully paid, royalty-free, license to use to TASER Data Science report provided to Customer for its own internal purposes. **The Data Science report is provided “as is” and without any warranty of any kind.**
- 14.3. In the event Customer seeks Axon’s deletion of Provided Data, it may submit a request to [privacy@axon.com](mailto:privacy@axon.com). Where reasonably capable of doing so, Axon will implement the request but at a minimum will not continue to collect Provided Data from Customer.
15. **Axon Records.** Axon Records is the software-as-a-service product that is generally available at the time Customer purchases an OSP 7 or OSP 10 plan. During Customer’s Axon Records Subscription Term, if any, Customer will be entitled to receive Axon’s Update and Upgrade releases on an if-and-when available basis.
- 15.1. Axon Record subscription begins on the later of the (1) start date of the Quote, or (2) the date Axon provisions Axon Records to Customer. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 or OSP 10 plan, upon completion of the OSP 7 or OSP 10 Term (“**Axon Records Subscription Term**”).
- 15.2. An “**Update**” is a generally available release of Axon Records that Axon makes available from time to time. An “**Upgrade**” includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.
- 15.3. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included as part of the Axon Records Subscription.
- 15.4. End Users of Axon Records may upload files to entities (incidents, reports, cases, etc) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon may limit usage should the Customer exceed an average rate of one-hundred (100) GB per user per year of uploaded files. Axon will not bill for overages.
16. **Axon Cloud Services Restrictions.** Customer and Customer End Users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
- 16.1. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
- 16.2. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
- 16.3. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
- 16.4. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
- 16.5. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
- 16.6. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;



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- 16.7.remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or
- 16.8.use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; material in violation of third-party privacy rights; or malicious code.
17. **After Termination.** Axon will not delete Customer Content for ninety (90) days following termination. Axon Cloud Services will not be functional during these ninety (90) days other than the ability to retrieve Customer Content. Customer will not incur additional fees if Customer downloads Customer Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Customer Content after these ninety (90) days and will thereafter, unless legally prohibited, delete all Customer Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Customer Content from Axon Cloud Services.
18. **Post-Termination Assistance.** Axon will provide Customer with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Customer Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
19. **U.S. Government Rights.** If Customer is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Customer is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Customer will immediately discontinue use of Axon Cloud Services.
20. **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Customer Owns Customer Content, Privacy, Storage, Axon Cloud Services Warranty, Customer Responsibilities and Axon Cloud Services Restrictions.

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## Axon Customer Experience Improvement Program Appendix

1. **Axon Customer Experience Improvement Program (ACEIP).** The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Customer Content from all of its customers to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Customer will be a participant in ACEIP Tier 1. If Customer does not want to participate in ACEIP Tier 1, Customer can revoke its consent at any time. If Customer wants to participate in Tier 2, as detailed below, Customer can check the ACEIP Tier 2 box below. If Customer does not want to participate in ACEIP Tier 2, Customer should leave box unchecked. At any time, Customer may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.
2. **ACEIP Tier 1.**
  - 2.1. When Axon uses Customer Content for the ACEIP Purposes, Axon will extract from Customer Content and may store separately copies of certain segments or elements of the Customer Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Customer Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1<sup>1</sup>. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Customer from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Customer request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Customer may revoke the consent granted herein to Axon to access and use Customer Content for ACEIP Purposes. Within 30 days of receiving the Customer's request, Axon will no longer access or use Customer Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Customer. In addition, if Axon uses Customer Content for the ACEIP Purposes, upon request, Axon will make available to Customer a list of the specific type of Customer Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices applicable to the Customer Content or ACEIP Content ("**Use Case**"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Customer notice (by updating the list of Use Case at <https://www.axon.com/aceip> and providing Customer with a mechanism to obtain notice of that update or another commercially reasonable method to Customer designated contact) ("**New Use Case**").
  - 2.2. **Expiration of ACEIP Tier 1.** Customer consent granted herein will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Customer's request, Axon will no longer access or use Customer Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to, Customer.
3. **ACEIP Tier 2.** In addition to ACEIP Tier 1, if Customer wants to help further improve Axon's services, Customer may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2 grants Axon certain additional rights to use Customer

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<sup>1</sup> For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.



## Master Services and Purchasing Agreement

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Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed, or de-identified data.

☐ Check this box if Customer wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. Axon will not enroll Customer into ACEIP Tier 2 until Axon and Customer agree to terms in writing providing for such participation in ACEIP Tier 2.

## Professional Services Appendix

If any of the Professional Services specified below are included on the Quote, this Appendix applies.

1. **Utilization of Services.** Customer must use professional services as outlined in the Quote and this Appendix within six (6) months of the Effective Date.
2. **Axon Full Service (Axon Full Service).** Axon Full Service includes advance remote project planning and configuration support and up to four (4) consecutive days of on-site service and a professional services manager to work with Customer to assess Customer's deployment and determine which on-site services are appropriate. If Customer requires more than four (4) consecutive on-site days, Customer must purchase additional days. Axon Full Service options include:

### System set up and configuration

- Instructor-led setup of Axon View on smartphones (if applicable)
- Configure categories and custom roles based on Customer need
- Register cameras to Customer domain
- Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access
- One on-site session included

### Dock configuration

- Work with Customer to decide the ideal location of Docks and set configurations on Dock
- Authenticate Dock with Axon Evidence using admin credentials from Customer
- On-site assistance, not to include physical mounting of docks

### Best practice implementation planning session

- Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other customers
- Discuss the importance of entering metadata in the field for organization purposes and other best practices for digital data management
- Provide referrals of other customers using the Axon camera devices and Axon Evidence
- Recommend rollout plan based on review of shift schedules

### System Admin and troubleshooting training sessions

Step-by-step explanation and assistance for Customer's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence

### Axon instructor training (Train the Trainer)

Training for Customer's in-house instructors who can support Customer's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations

### Evidence sharing training

Tailored workflow instruction for Investigative Units on sharing cases and evidence with local prosecuting agencies

### Users go-live training and support sessions

- Assistance with device set up and configuration
- Training on device use, Axon Evidence, and Evidence Sync

### [Implementation document packet](#)

Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

### Post go-live review

3. **Body-Worn Camera Starter Service (Axon Starter).** Axon Starter includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Customer to assess Customer's deployment and determine which Services are appropriate. If Customer requires more than one (1) day of on-site Services, Customer must purchase additional on-site Services. The Axon Starter options include:

### System set up and configuration (Remote Support)

- Instructor-led setup of Axon View on smartphones (if applicable)
- Configure categories & custom roles based on Customer need

<ul style="list-style-type: none"> <li>• Troubleshoot IT issues with Axon Evidence and Dock access</li> </ul>
<b>Dock configuration</b> <ul style="list-style-type: none"> <li>• Work with Customer to decide the ideal location of Dock setup and set configurations on Dock</li> <li>• Authenticate Dock with Axon Evidence using "Administrator" credentials from Customer</li> <li>• Does not include physical mounting of docks</li> </ul>
<b>Axon instructor training (Train the Trainer)</b> Training for Customer's in-house instructors who can support Customer's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations
<b>User go-live training and support sessions</b> <ul style="list-style-type: none"> <li>• Assistance with device set up and configuration</li> <li>• Training on device use, Axon Evidence, and Evidence Sync</li> </ul>
<a href="#">Implementation document packet</a> Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

4. **Body-Worn Camera Virtual 1-Day Service (Axon Virtual).** Axon Virtual includes all items in the BWC Starter Service Package, except one (1) day of on-site services.
5. **CEW Services Packages.** CEW Services Packages are detailed below:

<b>System set up and configuration</b> <ul style="list-style-type: none"> <li>• Configure Axon Evidence categories &amp; custom roles based on Customer need.</li> <li>• Troubleshoot IT issues with Axon Evidence.</li> <li>• Register users and assign roles in Axon Evidence.</li> <li>• <b>For the CEW Full Service Package:</b> On-site assistance included</li> <li>• <b>For the CEW Starter Package:</b> Virtual assistance included</li> </ul>
<b>Dedicated Project Manager</b> Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Customer 4–6 weeks before rollout
<b>Best practice implementation planning session to include:</b> <ul style="list-style-type: none"> <li>• Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other customers</li> <li>• Discuss the importance of entering metadata and best practices for digital data management</li> <li>• Provide referrals to other customers using TASER CEWs and Axon Evidence</li> <li>• <b>For the CEW Full Service Package:</b> On-site assistance included</li> <li>• <b>For the CEW Starter Package:</b> Virtual assistance included</li> </ul>
<b>System Admin and troubleshooting training sessions</b> On-site sessions providing a step-by-step explanation and assistance for Customer's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
<b>Axon Evidence Instructor training</b> <ul style="list-style-type: none"> <li>• Provide training on the Axon Evidence to educate instructors who can support Customer's subsequent Axon Evidence training needs.</li> <li>• <b>For the CEW Full Service Package:</b> Training for up to 3 individuals at Customer</li> <li>• <b>For the CEW Starter Package:</b> Training for up to 1 individual at Customer</li> </ul>
<b>TASER CEW inspection and device assignment</b> Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.
<b>Post go-live review</b> <b>For the CEW Full Service Package:</b> On-site assistance included. <b>For the CEW Starter Package:</b> Virtual assistance included.

6. **Smart Weapon Transition Service.** The Smart Weapon Transition Service includes:

<b>Archival of CEW Firing Logs</b> Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Customer is replacing with newer Smart Weapon models.
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## Return of Old Weapons

Axon's on-site professional service team will ship all old weapons back to Axon's headquarters. Axon will provide Customer with a Certificate of Destruction

\*Note: CEW Full Service packages for TASER 7 or TASER 10 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7. **VR Services Package.** VR Service includes advance remote project planning and configuration support and one (1) day of on-site service and a professional services manager to work with Customer to assess Customer's deployment and determine which Services are appropriate. The VR Service training options include:

### System set up and configuration (Remote Support)

- Instructor-led setup of Axon VR headset content
- Configure Customer settings based on Customer need
- Troubleshoot IT issues with Axon VR headset

### Axon instructor training (Train the Trainer)

Training for up to five (5) Customer's in-house instructors who can support Customer's Axon VR CET and SIM training needs after Axon's has fulfilled its contracted on-site obligations

### Classroom and practical training sessions

Step-by-step explanation and assistance for Customer's configuration of Axon VR CET and SIM functionality, basic operation, and best practices

8. **Axon Air, On-Site Training.** Axon Air, On-Site training includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Customer to assess Customer's deployment and determine which Services are appropriate. If Customer requires more than one (1) day of on-site Services, Customer must purchase additional on-site Services. The Axon Air, On-Site training options include:

### System set up and configuration (Remote Support)

- Instructor-led setup of Axon Air App (ASDS)
- Configure Customer settings based on Customer need
- Configure drone controller
- Troubleshoot IT issues with Axon Evidence

### Axon instructor training (Train the Trainer)

Training for Customer's in-house instructors who can support Customer's Axon Air and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations

### Classroom and practical training sessions

Step-by-step explanation and assistance for Customer's configuration of Axon Respond+ livestreaming functionality, basic operation, and best practices

9. **Axon Air, Virtual Training.** Axon Air, Virtual training includes all items in the Axon Air, On-Site Training Package, except the practical training session, with the Axon Instructor training for up to four hours virtually.

## 10. Signal Sidearm Installation Service.

- Purchases of 50 SSA units or more:** Axon will provide one (1) day of on-site service and one professional services manager and will provide train the trainer instruction, with direct assistance on the first of each unique holster/mounting type. Customer is responsible for providing a suitable work/training area.
- Purchases of less than 50 SSA units:** Axon will provide a 1-hour virtual instruction session on the basics of installation and device calibration.

11. **Axon Justice Implementation.** Axon Justice Implementation includes advanced remote project planning, configuration support, and training. Axon Justice Implementation includes:

### System set up and configuration

- Axon performs discovery to understand and document the Agency's needs.
- Axon collaborates with the Client to configure workflows, permissions, and privileges within Axon Evidence based on the Client's needs.
- Axon will facilitate a workflow discussion with the core admin team.



<p><b>Disclosures</b></p> <ul style="list-style-type: none"> <li>Axon enables the Client to share digital evidence to the defense through the following methods as determined by Client and Axon: <ol style="list-style-type: none"> <li>Public Defender Case Sharing</li> <li>Disclosure Portal</li> <li>Download Links</li> </ol> </li> </ul>
<p><b>Training</b></p> <ul style="list-style-type: none"> <li>Agency Trainers. Axon works with the Agency to identify the Agency trainers receiving instruction on the product. Axon provides a training guide that outlines the covered topics, intended audience, facility needs, and duration of the training. Axon will schedule a cadence of remote training sessions as needed, which are not to exceed three (3) 2-hour training sessions for Agency staff. Each session can accommodate up to 20 users and will train them in full system functionality. Training sessions provided by Axon are conducted on consecutive weekdays (Tuesday-Thursday) during normal business hours (9am-6pm with an hour break in between sessions). After the initial training, is responsible for any future training. Axon provides all training materials for successful training.</li> <li>Partner Agencies: Axon will provide Train the Trainer training to the Agency so that it is equipped to train and support their partner agencies. Ensuring the partner agencies are trained to follow the ingestion method is the Agency's responsibility.</li> </ul>
<p><b>Go-Live Plan</b></p> <p>Axon works in partnership with the Agency to build, coordinate, and execute a Go-Live plan to ensure successful system acceptance. Axon coordinates the Go-Live event.</p>
<p><b>Implementation document packet</b></p> <p>Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories &amp; roles guide</p>
<p><b>Post go-live review</b></p>

12. **Out of Scope Services.** Axon is only responsible to perform the professional services described in the Quote, this Appendix, and any applicable SOW. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
13. **Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Customer travel time by Axon personnel to Customer premises as work hours.
14. **Access Computer Systems to Perform Services.** Customer authorizes Axon to access relevant Customer computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Customer. Customer is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Customer.
15. **Site Preparation.** Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("User Documentation"). User Documentation will include all required environmental specifications for the professional services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Customer or Axon), Customer must prepare the location(s) where Axon Devices are to be installed ("Installation Site") per the environmental specifications in the Axon Device User Documentation. Following installation, Customer must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Customer when Axon generally releases it
16. **Acceptance.** When Axon completes professional services, Axon will present an acceptance form ("Acceptance Form") to Customer. Customer will sign the Acceptance Form acknowledging completion. If Customer reasonably believes Axon did not complete the professional services in substantial conformance with this Agreement, Customer must notify Axon in writing of the specific reasons for rejection within seven (7) calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within seven (7) calendar days of delivery of the Acceptance Form, Axon will deem Customer to have accepted the professional services.



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17. **Customer Network.** For work performed by Axon transiting or making use of Customer's network, Customer is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Customer's network from any cause.



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## Technology Assurance Plan Appendix

If Technology Assurance Plan ("TAP") or a combined offering including TAP is on the Quote, this appendix applies.

1. **TAP Warranty.** The TAP specific warranty is an extended warranty that starts at the end of the one- (1-) year hardware limited warranty.
2. **Officer Safety Plan.** If Customer purchases an Officer Safety Plan ("OSP"), Customer will receive the deliverables detailed in the Quote. Customer must accept delivery of the TASER CEW and accessories as soon as available from Axon.
3. **OSP 7 or OSP 10 Term.** OSP 7 or OSP 10 begins on the date specified in the Quote ("OSP Term").
4. **TAP BWC Refresh.** If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon body-worn camera ("**BWC Refresh**") as scheduled in the Quote. If Customer purchased TAP, Axon will provide a BWC Refresh that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the BWC Refresh will utilize the same accessories or Axon Dock.
5. **TAP Dock Refresh.** If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon Dock as scheduled in the Quote ("**Dock Refresh**"). Accessories associated with any Dock Refreshes are subject to change at Axon discretion. Dock Refreshes will only include a new Axon Dock Bay configuration unless a new Axon Dock core is required for BWC compatibility. If Customer originally purchased a single-bay Axon Dock, the Dock Refresh will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon's option. If Customer originally purchased a multi-bay Axon Dock, the Dock Refresh will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon's option.
6. **Refresh Delay.** Axon may ship the BWC and Dock Refreshes as scheduled in the Quote without prior confirmation from Customer unless the Parties agree in writing otherwise at least ninety (90) days in advance. Axon may ship the final BWC and Dock Refreshes as scheduled in the Quote sixty (60) days before the end of the Subscription Term without prior confirmation from Customer.
7. **Upgrade Change.** If Customer wants to upgrade Axon Device models from the current Axon Device to an upgraded Axon Device, Customer must pay the price difference between the MSRP for the current Axon Device and the MSRP for the upgraded Axon Device. If the model Customer desires has an MSRP less than the MSRP of the offered BWC Refreshes or Dock Refresh, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
8. **Return of Original Axon Device.** Within thirty (30) days of receiving a BWC or Dock Refresh, Customer must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Customer does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Customer.
9. **Termination.** If Customer's payment for TAP, OSP, or Axon Evidence is more than thirty (30) days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
  - 9.1. TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
  - 9.2. Axon will not and has no obligation to provide the Upgrade Models.
  - 9.3. Customer must make any missed payments due to the termination before Customer may purchase any future TAP or OSP.

## TASER Device Appendix

This TASER Device Appendix applies to Customer's TASER 7, TASER 10, OSP 7, OSP 10, OSP Plus, OSP 7 Plus Premium and OSP 10 Plus Premium purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan.** If the Quote includes "**Duty Cartridge Replenishment Plan**", Customer must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Customer may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
2. **Training.** If the Quote includes a TASER On Demand Certification subscription, Customer will have on-demand access to TASER Instructor and TASER Master Instructor courses only for the duration of the TASER Subscription Term. Axon will issue a maximum of ten (10) TASER Instructor vouchers and ten (10) TASER Master Instructor vouchers for every thousand TASER Subscriptions purchased. Customer shall utilize vouchers to register for TASER courses at their discretion; however, Customer may incur a fee for cancellations less than 10 business days prior to a course date or failure to appear to a registered course. The voucher has no cash value. Customer cannot exchange voucher for any other Device or Service. Any unused vouchers at the end of the Term will be forfeited. A voucher does not include any travel or other expenses that might be incurred related to attending a course.
3. **Limited Warranty.**
  - 3.1. **"Deployment"** means use of the TASER weapon resulting in the discharge of the conducted energy weapon ("CEW") cartridge probe. For TASER 10 each probe discharged is consider one Deployment and for TASER 7 the dual probe discharged is considered one Deployment.
  - 3.2. **Single User Warranty.** If the TASER Device is assigned and used by a single user, Axon warrants that Axon-manufactured TASER Device is free from defects in workmanship and materials for the earlier of: (i) one (1) year from the date of Customer's receipt or (ii) 100 Deployments per year or a total of 500 Deployments over 5 years.
  - 3.3. **Pooled User Warranty.** If the TASER Device is assigned and used by multiple users, Axon warrants that Axon-manufactured TASER Device is free from defects in workmanship and materials for the earlier of: (i) one (1) year from the date of Customer's receipt or (ii) 100 Deployments per year or a total of 500 Deployments over 5 years.
  - 3.4. **Training User Devices.** If the TASER Device is used for training, Axon warrants that Axon-manufactured TASER Device is free from defects in workmanship and materials for the earlier of: (i) one (1) year from the date of Customer's receipt or (ii) 100 Deployments per year or a total of 500 Deployments over 5 years.
  - 3.5. **CEW Cartridges.** Used CEW cartridges are deemed to have operated properly.
  - 3.6. **Miscellaneous.** The following sections the Warranty Section in the MSPA shall apply to the TASER Devices: Disclaimer, Claims, Spare Axon Devices and Limitations.
  - 3.7. **Registration.** Prior to use of the TASER Device, Customer must register each TASER Device in TASER Device Axon Evidence tenancy as a single user, pooled or training device. Failure to properly register the TASER Device prior to its use may void the warranty at Axon's sole discretion.
4. **Extended Warranty.** If the Quote includes an extended warranty, the extended warranty coverage period begins upon the expiration of the Limited Warranty. Each additional year of the warranty purchased will be in accordance with the applicable Limited Warranty category above. The maximum warranty period for an individual TASER Device will be five (5) years including the initial Limited Warranty.
5. **Trade-in.** If the Quote contains a discount on CEW-related line items and that discount is contingent upon the trade-in of hardware, Customer must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon within the below prescribed timeline. Customer must ship batteries via ground shipping. Axon will provide Customer with a pre-paid shipping label for the return of the Trade-In Units. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Customer the value of the trade-in credit. Customer may not destroy Trade-In Units and receive a trade-in credit.

<b><u>Customer Size</u></b>	<b><u>Days to Return from Start Date of TASER 10 Subscription</u></b>
Less than 100 officers	60 days
100 to 499 officers	90 days
500+ officers	180 days

6. **TASER Device Subscription Term.** The TASER Device Subscription Term for a standalone TASER Device purchase begins on shipment of the TASER Device. The TASER Device Subscription Term for OSP 7/10 begins on the OSP 7/10 start date.
7. **Access Rights.** Upon Axon granting Customer a TASER Device Axon Evidence subscription, Customer may access and use Axon Evidence for the storage and management of data from TASER Devices devices during the TASER Device Subscription Term. Customer may not exceed the number of end users the Quote specifies.
8. **Customer Warranty.** If Customer is located in the US, Customer warrants and acknowledges that TASER 10 is classified as a firearm and is being acquired for official Customer use pursuant to a law enforcement agency transfer under the Gun Control Act of 1968.
9. **Purchase Order.** To comply with applicable laws and regulations, Customer must provide a purchase order to Axon prior to shipment of TASER 10.
10. **Apollo Grant (US only).** If Customer has received an Apollo Grant from Axon, Customer must pay all fees in the Quote prior to upgrading to any new TASER Device offered by Axon.
11. **Termination.** If payment for TASER Device is more than thirty (30) days past due, Axon may terminate Customer's TASER Device plan by notifying Customer. Upon termination for any reason, then as of the date of termination:
  - 11.1. TASER Device extended warranties and access to Training Content will terminate. No refunds will be given.
  - 11.2. Customer will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER Device plan.
  - 11.3. Axon will invoice Customer the remaining MSRP for TASER Devices received before termination. If terminating for non-appropriation, Axon will not invoice Customer if Customer returns the TASER Device, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within thirty (30) days of the date of termination.

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## Axon Auto-Tagging Appendix

If Auto-Tagging is included on the Quote, this Appendix applies.

1. **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Customer's Computer-Aided Dispatch ("**CAD**") or Records Management Systems ("**RMS**"). This allows End Users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Customer's CAD or RMS.
2. **Support.** For thirty (30) days after completing Auto-Tagging Services, Axon will provide up to five (5) hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, if Customer maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Customer changes its CAD or RMS.
3. **Changes.** Axon is only responsible to perform the Services in this Appendix for Auto-Tagging and any applicable SOW. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.
4. **Customer Responsibilities.** Axon's performance of Auto-Tagging Services requires Customer to:
  - 4.1. Make available relevant systems, including Customer's current CAD or RMS, for assessment by Axon (including remote access if possible);
  - 4.2. Make required modifications, upgrades or alterations to Customer's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;
  - 4.3. Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Customer safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;
  - 4.4. Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;
  - 4.5. Promptly install and implement any software updates provided by Axon;
  - 4.6. Ensure that all appropriate data backups are performed;
  - 4.7. Provide assistance, participation, and approvals in testing Auto-Tagging Services;
  - 4.8. Provide Axon with remote access to Customer's Axon Evidence account when required;
  - 4.9. Notify Axon of any network or machine maintenance that may impact the performance of the module at Customer; and
  - 4.10. Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.
5. **Access to Systems.** Customer authorizes Axon to access Customer's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify the resources and information Axon expects to use and will provide an initial list to Customer. Customer is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Customer.

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## Axon Fleet Appendix

If Axon Fleet 2, Axon Fleet 3, or any future generation of Axon Fleet (collectively, "**Axon Fleet**") is included on the Quote, this Appendix applies.

### 1. **Customer Responsibilities.**

- 1.1. Customer must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet as established by Axon during the qualifier call and on-site assessment at Customer and in any technical qualifying questions. If Customer's representations are inaccurate, the Quote is subject to change.
- 1.2. Customer is responsible for providing a suitable work area for Axon or Axon third-party providers to install Axon Fleet systems into Customer vehicles. Customer is responsible for making available all vehicles for which installation services were purchased, during the agreed upon onsite installation dates. Failure to make vehicles available may require an equitable adjustment in fees or schedule.

2. **Cradlepoint.** If Customer purchases Cradlepoint Enterprise Cloud Manager, Customer will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Customer requires Cradlepoint support, Customer will contact Cradlepoint directly. By accepting a Quote including Cradlepoint products, Customer designates and authorizes Axon as its partner of record for purposes of Cradlepoint product renewals, support coordination, and other relevant functions. This designation applies to all Cradlepoint products acquired by Customer during the Subscription Term of the applicable Quote whether directly from Cradlepoint, through Axon, or through any third-party vendor or distributor. Axon shall have no liability to Customer or any third party arising out of or relating to Axon's acts or omissions as the Partner of Record. Customer has the right to opt out of this authorization at any time by providing prior written notification to both Axon and Cradlepoint. Upon such notification, the designation will be removed. This authorization remains effective until formally removed in accordance with this section or as otherwise agreed between the parties in the Agreement.

3. **Third-party Installer.** Axon will not be liable for the failure of Axon Fleet hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.

### 4. Wireless Offload Server.

- 4.1. **License Grant.** Axon grants Customer a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("**WOS**"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.
- 4.2. **Restrictions.** Customer may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.
- 4.3. **Updates.** If Customer purchases WOS maintenance, Axon will make updates and error corrections to WOS ("**WOS Updates**") available electronically via the Internet or media as determined by Axon. Customer is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.
- 4.4. **WOS Support.** Upon request by Axon, Customer will provide Axon with access to Customer's store and forward servers solely for troubleshooting and maintenance.

### 5. Axon Vehicle Software.

- 5.1. **License Grant.** Axon grants Customer a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "**Axon Vehicle Software**".) "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription.
- 5.2. **Restrictions.** Customer may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle

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Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.

6. **Acceptance Checklist.** If Axon provides services to Customer pursuant to any statement of work in connection with Axon Fleet, within seven (7) days of the date on which Customer retrieves Customer's vehicle(s) from the Axon installer, said vehicle having been installed and configured with tested and fully and properly operational in-car hardware and software identified above, Customer will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables.
7. **Axon Fleet Upgrade.** If Customer has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP), Axon will provide Customer with the same or like model of Fleet hardware ("**Axon Fleet Upgrade**") as scheduled on the Quote.
  - 7.1. If Customer would like to change models for the Axon Fleet Upgrade, Customer must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Customer is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.
  - 7.2. Within thirty (30) days of receiving the Axon Fleet Upgrade, Customer must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Customer does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Customer.



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## Axon Respond Appendix

This Axon Respond Appendix applies to Axon Respond, Axon Respond Device Plus, and Device Connectivity if any are included on the Quote.

1. **Axon Respond Subscription Term.** If Customer purchases Axon Respond as part of a combined offering on a Quote, the Axon Respond subscription begins on the later of the (1) start date of that offering within the Quote, or (2) date Axon provisions Axon Respond to Customer. If Customer purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Customer, or (2) first day of the month following the Effective Date. The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.
2. **Scope of Axon Respond.** The scope of Axon Respond is to assist Customer with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Customer uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Customer on upgrading Customer's Axon Respond to better meet Customer's needs.
3. **Axon Body LTE Requirements.** Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Customer utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Customer's consent.
4. **Axon Fleet LTE Requirements.** Axon Respond is only available and usable with a Fleet 3 system configured with LTE modem and service. Customer is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Customer's LTE carrier.
5. **Axon Respond Service Limitations.** Customer acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area, and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.
  - 5.1. With regard to Axon Body, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Customer expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Customer is not a third-party beneficiary of any agreement between Axon and the underlying carrier.
6. **Termination.** Upon termination of this Agreement, or if Customer stops paying for Axon Respond or combined offerings that include Axon Respond, Axon will end Axon Respond services, including any Axon-provided LTE service.

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### Add-on Services Appendix

This Appendix applies if Axon Community Request, Axon Redaction Assistant, and/or Axon Performance are included on the Quote.

1. **Subscription Term.** If Customer purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as part of OSP 7 or OSP 10, the subscription begins on the later of the (1) start date of the OSP 7 or OSP 10 Term, or (2) date Axon provisions Axon Community Request, Axon Redaction Assistant, or Axon Performance to Customer.
  - 1.1. If Customer purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Community Request, Axon Redaction Assistant, or Axon Performance to Customer, or (2) first day of the month following the Effective Date.
  - 1.2. The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.
2. **Axon Community Request Storage.** For Axon Community Request, Customer may store an unlimited amount of data submitted through the public portal ("**Portal Content**"), within Customer's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.
3. **Performance Auto-Tagging Data.** In order to provide some features of Axon Performance to Customer, Axon will need to store call for service data from Customer's CAD or RMS.



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## Axon Virtual Reality Content Terms of Use Appendix

If Virtual Reality is included on the Quote, this Appendix applies.

1. **Term.** The Quote will detail the products and license duration, as applicable, of the goods, services, and software, and contents thereof, provided by Axon to Customer related to virtual reality (collectively, "**Virtual Reality Media**").
2. **Headsets.** Customer may purchase additional virtual reality headsets from Axon. In the event Customer decides to purchase additional virtual reality headsets for use with Virtual Reality Media, Customer must purchase those headsets from Axon.
3. **License Restrictions.** All licenses will immediately terminate if Customer does not comply with any term of this Agreement. If Customer utilizes more users than stated in this Agreement, Customer must purchase additional Virtual Reality Media licenses from Axon. Customer may not use Virtual Reality Media for any purpose other than as expressly permitted by this Agreement. Customer may not:
  - 3.1. modify, tamper with, repair, or otherwise create derivative works of Virtual Reality Media;
  - 3.2. reverse engineer, disassemble, or decompile Virtual Reality Media or apply any process to derive the source code of Virtual Reality Media, or allow others to do the same;
  - 3.3. copy Virtual Reality Media in whole or part, except as expressly permitted in this Agreement;
  - 3.4. use trade secret information contained in Virtual Reality Media;
  - 3.5. resell, rent, loan or sublicense Virtual Reality Media;
  - 3.6. access Virtual Reality Media to build a competitive device or service or copy any features, functions, or graphics of Virtual Reality Media; or
  - 3.7. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Virtual Reality Media or any copies of Virtual Reality Media.
4. **Privacy.** Customer's use of the Virtual Reality Media is subject to the Axon Virtual Reality Privacy Policy, a current version of which is available at <https://www.axon.com/axonvrprivacypolicy>.
5. **Termination.** Axon may terminate Customer's license immediately for Customer's failure to comply with any of the terms in this Agreement.

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**Axon Application Programming Interface Appendix**

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This Appendix applies if Axon's API Services or a subscription to Axon Cloud Services are included on the Quote.

**1. Definitions.**

- 1.1. **"API Client"** means the software that acts as the interface between Customer's computer and the server, which is already developed or to be developed by Customer.
- 1.2. **"API Interface"** means software implemented by Customer to configure Customer's independent API Client Software to operate in conjunction with the API Service for Customer's authorized Use.
- 1.3. **"Axon Evidence Partner API, API or Axon API"** (collectively **"API Service"**) means Axon's API which provides a programmatic means to access data in Customer's Axon Evidence account or integrate Customer's Axon Evidence account with other systems.
- 1.4. **"Use"** means any operation on Customer's data enabled by the supported API functionality.

**2. Purpose and License.**

- 2.1. Customer may use API Service and data made available through API Service, in connection with an API Client developed by Customer. Axon may monitor Customer's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Customer agrees to not interfere with such monitoring or obscure from Axon Customer's use of API Service. Customer will not use API Service for commercial use.
- 2.2. Axon grants Customer a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Customer's Use in connection with Customer's API Client.
- 2.3. Axon reserves the right to set limitations on Customer's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

**3. Configuration.** Customer will work independently to configure Customer's API Client with API Service for Customer's applicable Use. Customer will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Customer will inform Axon promptly of any updates. Upon Customer's registration, Axon will provide documentation outlining API Service information.**4. Customer Responsibilities.** When using API Service, Customer and its End Users shall not:

- 4.1. use API Service in any way other than as expressly permitted under this Agreement;
- 4.2. use in any way that results in, or could result in, any security breach to Axon;
- 4.3. perform an action with the intent of introducing any virus, worm, defect, Trojan horse, malware, or any item of a destructive nature to Axon Devices and Services;
- 4.4. interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;
- 4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;
- 4.6. create an API Interface that functions substantially the same as API Service and offer it for use by third parties;
- 4.7. provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;
- 4.8. frame or mirror API Service on any other server, or wireless or Internet-based device;
- 4.9. make available to a third-party, any token, key, password or other login credentials to API Service;
- 4.10. take any action or inaction resulting in illegal, unauthorized or improper purposes; or
- 4.11. disclose Axon's API manual.

**5. API Content.** All content related to API Service, other than Customer Content or Customer's API Client content, is considered Axon's API Content, including:

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- 5.1. the design, structure and naming of API Service fields in all responses and requests;
  - 5.2. the resources available within API Service for which Customer takes actions on, such as evidence, cases, users, or reports;
  - 5.3. the structure of and relationship of API Service resources; and
  - 5.4. the design of API Service, in any part or as a whole.
6. **Prohibitions on API Content**. Neither Customer nor its End Users will use API content returned from the API Interface to:
- 6.1. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;
  - 6.2. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;
  - 6.3. misrepresent the source or ownership; or
  - 6.4. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).
7. **API Updates**. Axon may update or modify the API Service from time to time ("**API Update**"). Customer is required to implement and use the most current version of API Service and to make any applicable changes to Customer's API Client required as a result of such API Update. API Updates may adversely affect how Customer's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Customer to update API Client to the most current version of API Service. Axon will provide support for one (1) year following the release of an API Update for all depreciated API Service versions.

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**FUSUS Appendix**

1. **Access.** Upon Axon granting Customer a subscription to FUSUS cloud services in the Quote, Customer may access and use FūsusONE Real Time Interoperability Solution services to for the purpose of viewing and managing Customer Content. Some Customer content contained in Axon Evidence may not be accessible or transferable to the FUSUS cloud services.

2. **Product Limits.** The following limitations apply to the below products:

	Lite	Basic	Pro	Enterprise	Enterprise Plus
<b>Total Number of Managed End Points</b>	150	150	500	1500	4500
<b>Max Number of Video Streams Connected</b>	0	150	500	1500	4500
<b>Indefinite Cloud Storage</b>		2TB	5TB	10TB	30TB

Overages may result in additional fees or the need to upgrade products.

3. **Disclaimer.** Customer is responsible for use of any internet access devices and/or all third-party hardware, software, services, telecommunication services (including Internet connectivity), or other items used by Customer to access the service ("Third-Party Components") are the sole and exclusive responsibility of Customer, and Axon has no responsibility for such Third-party Components, FUSUS cloud services, or Customer relationships with such third parties. Customer agrees to at all times comply with the lawful terms and conditions of agreements with such third parties. Axon does not represent or warrant that the FUSUS cloud services and the Customer Content are compatible with any specific third-party hardware or software or any other Third-Party Components. Customer is responsible for providing and maintaining an operating environment as reasonably necessary to accommodate and access the FUSUS cloud services.
4. **Data Privacy.** Axon may collect, use, transfer, disclose and otherwise process Customer Content in the context of facilitating communication of data with Customer through their use of FUSUS cloud services FUSUS app (iOS or Android interface), complying with legal requirements, monitoring the Customer's use of FUSUS systems, and undertaking data analytics. Customer Content saved in Axon Cloud Services is the sole property of Customer and may not be distributed by Axon to any third parties outside of the Customer's organization without the Customer's expressed written consent.

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## Axon Channel Services Appendix

This Appendix applies if Customer purchases Axon Channel Service, as set forth on the Quote.

1. **Definitions.**
  - 1.1. **"Axon Digital Evidence Management System"** means Axon Evidence or Axon Evidence Local, as specified in the attached Channel Services Statement of Work.
  - 1.2. **"Active Channel"** means a third-party system that is continuously communicating with an Axon Digital Evidence Management System.
  - 1.3. **"Inactive Channel"** means a third-party system that will have a one-time communication to an Axon Digital Evidence Management System.
2. **Scope.** Customer currently has a third-party system or data repository from which Customer desires to share data with Axon Digital Evidence Management. Axon will facilitate the transfer of Customer's third-party data into an Axon Digital Evidence Management System or the transfer of Customer data out of an Axon Digital Evidence Management System as defined in the Channel Services Statement of Work ("**Channel Services SOW**"). Channel Services will not delete any Customer Content. Customer is responsible for verifying all necessary data is migrated correctly and retained per Customer policy.
3. **Changes.** Axon is only responsible to perform the Services described in this Appendix and Channel Services SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
4. **Purpose and Use.** Customer is responsible for verifying Customer has the right to share data from and provide access to third-party system as it relates to the Services described in this Appendix and the Channel Services SOW. For Active Channels, Customer is responsible for any changes to a third-party system that may affect the functionality of the channel service. Any additional work required for the continuation of the Service may require additional fees. An Axon Field Engineer may require access to Customer's network and systems to perform the Services described in the Channel Services SOW. Customer is responsible for facilitating this access per all laws and policies applicable to Customer.
5. **Project Management.** Axon will assign a Project Manager to work closely with Customer's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.
6. **Warranty.** Axon warrants that it will perform the Channel Services in a good and workmanlike manner.
7. **Monitoring.** Axon may monitor Customer's use of Channel Services to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Customer agrees not to interfere with such monitoring or obscure from Axon Customer's use of channel services.
8. **Customer's Responsibilities.** Axon's successful performance of the Channel Services requires Customer:
  - 8.1. Make available its relevant systems for assessment by Axon (including making these systems available to Axon via remote access);
  - 8.2. Provide access to the building facilities and where Axon is to perform the Channel Services, subject to safety and security restrictions imposed by the Customer (including providing security passes or other necessary documentation to Axon representatives performing the Channel Services permitting them to enter and exit Customer premises with laptop personal computers and any other materials needed to perform the Channel Services);
  - 8.3. Provide all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) for Axon to provide the Channel Services;
  - 8.4. Ensure all appropriate data backups are performed;
  - 8.5. Provide Axon with remote access to the Customer's network and third-party systems when required for Axon to perform the Channel Services;
  - 8.6. Notify Axon of any network or machine maintenance that may impact the performance of the Channel Services; and
  - 8.7. Ensure the reasonable availability by phone or email of knowledgeable staff, personnel, system administrators,



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and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Channel Services).

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## Axon Investigate Appendix

If the Quote includes Axon's On Prem Video Suite known as Axon Investigate or Third Party Video Support License, the following appendix shall apply.

1. **License Grant.** Subject to the terms and conditions specified below and upon payment of the applicable fees set forth in the Quote, Axon grants to Customer a nonexclusive, nontransferable license to install, use, and display the Axon Investigate software ("**Software**") solely for its own internal use only and for no other purpose, for the duration of subscription term set forth in the Quote. This Agreement does not grant Customer any right to enhancements or updates, but if such are made available to Customer and obtained by Customer they shall become part of the Software and governed by the terms of this Agreement.
2. **Third-Party Licenses.** Axon licenses several third-party codecs and applications that are integrated into the Software. Users with an active support contract with Axon are granted access to these additional features. By accepting this agreement, Customer agrees to and understands that an active support contract is required for all of the following features: DNxHD output formats, decoding files via the "fast indexing" method, proprietary file metadata, telephone and email support, and all future updates to the software. If Customer terminates the annual support contract with Axon, the features listed above will be disabled within the Software. It is recommended that users remain on an active support contract to maintain the full functionality of the Software.
3. **Restrictions on Use.** Customer may not permit any other person to use the Software unless such use is in accordance with the terms of this Agreement. Customer may not modify, translate, reverse engineer, reverse compile, decompile, disassemble or create derivative works with respect to the Software, except to the extent applicable laws specifically prohibit such restrictions. Customer may not rent, lease, sublicense, grant a security interest in or otherwise transfer Customer's rights to or to use the Software. Any rights not granted are reserved to Axon.
4. **Term.** For purchased perpetual Licenses only—excluding Licenses leased for a pre-determined period, evaluation licenses, companion licenses, as well as temporary licenses--the license shall be perpetual unless Customer fails to observe any of its terms, in which case it shall terminate immediately, and without additional prior notice. The terms of Paragraphs 1, 2, 3, 5, 6, 8 and 9 shall survive termination of this Agreement. For licenses leased for a pre-determined period, for evaluation licenses, companion licenses, as well as temporary licenses, the license is granted for a period beginning at the installation date and for the duration of the evaluation period or temporary period as agreed between Axon and Customer.
5. **Title.** Axon and its licensors shall have sole and exclusive ownership of all right, title, and interest in and to the Software and all changes, modifications, and enhancements thereof (including ownership of all trade secrets and copyrights pertaining thereto), regardless of the form or media in which the original or copies may exist, subject only to the rights and privileges expressly granted by Axon. This Agreement does not provide Customer with title or ownership of the Software, but only a right of limited use.
6. **Copies.** The Software is copyrighted under the laws of the United States and international treaty provisions. Customer may not copy the Software except for backup or archival purposes, and all such copies shall contain all Axon's notices regarding proprietary rights as contained in the Software as originally provided to Customer. If Customer receives one copy electronically and another copy on media, the copy on media may be used only for archival purposes and this license does not authorize Customer to use the copy of media on an additional server.
7. **Actions Required Upon Termination.** Upon termination of the license associated with this Agreement, Customer agrees to destroy all copies of the Software and other text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Software that are provided by Axon to Customer ("**Software Documentation**") or return such copies to Axon. Regarding any copies of media containing regular backups of Customer's computer or computer system, Customer agrees not to access such media for the purpose of recovering the Software or online Software Documentation.
8. **Export Controls.** None of the Software, Software Documentation or underlying information may be downloaded or otherwise exported, directly or indirectly, without the prior written consent, if required, of the office of Export Administration of the United States, Department of Commerce, nor to any country to which the U.S. has embargoed goods, to any person on the U.S. Treasury Department's list of Specially Designated Nations, or the U.S. Department of Commerce's Table of Denials.
9. **U.S. Government Restricted Rights.** The Software and Software Documentation are Commercial Computer Software provided with Restricted Rights under Federal Acquisition Regulations and Customer supplements to them. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFAR 255.227-7013 et. Seq. or 252.211-7015, or



## Master Services and Purchasing Agreement

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subparagraphs (a) through (d) of the Commercial Computer Software Restricted Rights at FAR 52.227-19, as applicable, or similar clauses in the NASA FAR Supplement. Contractor/manufacturer is Axon Enterprise, Inc., 17800 North 85th Street, Scottsdale, Arizona 85255.



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### Axon Event Offer Appendix

If the Agreement includes the provision of, or Axon otherwise offers, ticket(s), travel and/or accommodation for select events hosted by Axon ("Axon Event"), the following shall apply:

1. **General**. Subject to the terms and conditions specified below and those in the Agreement, Axon may provide Customer with one or more offers to fund Axon Event ticket(s), travel and/or accommodation for Customer-selected employee(s) to attend one or more Axon Events. By entering into the Agreement, Customer warrants that it is appropriate and permissible for Customer to receive the referenced Axon Event offer(s) based on Customer's understanding of the terms and conditions outlined in this Axon Event Offer Appendix.
2. **Attendee/Employee Selection**. Customer shall have sole and absolute discretion to select the Customer employee(s) eligible to receive the ticket(s), travel and/or accommodation that is the subject of any Axon Event offer(s).
3. **Compliance**. It is the intent of Axon that any and all Axon Event offers comply with all applicable laws, regulations and ethics rules regarding contributions, including gifts and donations. Axon's provision of ticket(s), travel and/or accommodation for the applicable Axon Event to Customer is intended for the use and benefit of Customer in furtherance of its goals, and not the personal use or benefit of any official or employee of Customer. Axon makes this offer without seeking promises or favoritism for Axon in any bidding arrangements. Further, no exclusivity will be expected by either party in consideration for the offer. Axon makes the offer with the understanding that it will not, as a result of such offer, be prohibited from any procurement opportunities or be subject to any reporting requirements. If Customer's local jurisdiction requires Customer to report or disclose the fair market value of the benefits provided by Axon, Customer shall promptly contact Axon to obtain such information, and Axon shall provide the information necessary to facilitate Customer's compliance with such reporting requirements.
4. **Assignability**. Customer may not sell, transfer, or assign Axon Event ticket(s), travel and/or accommodation provided under the Agreement.
5. **Availability**. The provision of all offers of Axon Event ticket(s), travel and/or accommodation is subject to availability of funds and resources. Axon has no obligation to provide Axon Event ticket(s), travel and/or accommodation.
6. **Revocation of Offer**. Axon reserves the right at any time to rescind the offer of Axon Event ticket(s), travel and/or accommodation to Customer if Customer or its selected employees fail to meet the prescribed conditions or if changes in circumstances render the provision of such benefits impractical, inadvisable, or in violation of any applicable laws, regulations, and ethics rules regarding contributions, including gifts and donations.



**RESOLUTION CC 2025-101**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, TO APPROVE A TEN-YEAR LEASE AGREEMENT WITH AXON ENTERPRISES INC. FOR A MOBILE AUDIO-VIDEO (MAV) IN-CAR SYSTEM AND BODY-WORN CAMERAS AND TO INCREASE THE POLICE DEPARTMENT BUDGET FY 2025-26 BUDGET EXPENDITURE BY \$132,231.43**

**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 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**, the Covina Police Department would like to enter into a ten-year lease agreement for a Mobile Audio/Video System and Body-Worn cameras with Axon Enterprises; and

**WHEREAS**, the purchase of these systems including body-worn cameras, tasers and support equipment/accessories will replace the current outdated systems; and

**WHEREAS**, the installation payment amount of \$237,231.43 for the first year and subsequent years through FY 2034-35 will be using the general fund balance; and

**WHEREAS**, appropriating \$132,231.43 will increase the police department expenditure account for FY 2025-26 by the same amount.

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

**SECTION 1. Amend the fiscal year 2025-2026 Police Department budget as follows:**

Account Number	Account Title	Original Budget	Increase	Amended Budget
1010 1130 55556	Patrol Other Equip	200,000	\$133,000	\$133,000

**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 5<sup>th</sup> day of August, 2025.

City of Covina, California

BY: \_\_\_\_\_  
VICTOR LINARES, Mayor

ATTACHMENT C

ATTEST:

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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 2025-101 was duly adopted by the City Council of the City of Covina at a regular meeting held on the 5<sup>th</sup> day of August, 2025, by the following vote:

AYES: COUNCIL MEMBERS: NONE  
NOES: COUNCIL MEMBERS: NONE  
ABSTAIN: COUNCIL MEMBERS: NONE  
ABSENT: COUNCIL MEMBERS: NONE

Dated:

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FABIAN VELEZ, Chief Deputy City Clerk



## CC Regular Meeting

# AGENDA ITEM REPORT

**Meeting:** August 5, 2025

**Title:** 114 E. Italia Street Restaurant Remodel/Expansion Project – Project No. F2501 – Final Acceptance and Filing Notice of Completion

**Presented by:** Chris Marcarello, City Manager  
Angel Carrillo, Deputy City Manager  
Brian Lee, Deputy City Manager/Director of Community Development

**Recommendation:** 1. Accept the work performed by Siterep Construction Services, Inc.;  
2. Authorize the City Clerk to file a Notice of Completion for the 114 E. Italia Street Restaurant Remodel/Expansion Project – Project No. F2501; and  
3. Approve Resolution CC 2025-100 appropriating \$82,624.66 from Measure CC Fund – Fund Balance to be transferred into the General CIP Fund for project completion.

### EXECUTIVE SUMMARY/BACKGROUND:

Following the City Council's approval of a new restaurant lease agreement with Rosalie Covina, Inc. in August 2024, the City Council approved a contract with Siterep Construction Services, Inc. in the amount of \$198,000 to construct an enclosed dining space, outdoor lounge, windows/doors and install related building improvements at the City-owned restaurant space at 114 E. Italia Street. During construction, it became apparent that additional health/safety repairs were necessary to ensure that the building would be suitable for use by the general public. As such, additional maintenance and repair agreements were coordinated with specialized contractors to remediate hazardous materials, repair roof leaks, restore plumbing and gas services and repair the heating/ventilation system.

Construction is now complete and it is recommended that the City accept the work performed by Siterep Construction Services, Inc., and authorize the City Clerk to file a Notice of Completion (Attachment A) for the 114 E. Italia Street Restaurant Remodel/Expansion Project – Project No. F2501.

### DISCUSSION:

Pursuant to the terms of its lease agreement with Rosalie Covina, on September 17, 2024, the City Council authorized a contract with Siterep Construction Services, Inc. for the construction of improvements at the City-owned restaurant space at 114 E. Italia Street. The scope of work included the construction of an enclosed outdoor lounge area, the conversion of an existing patio space into an enclosed dining area, the installation of new windows/doors and other related building improvements. The associated improvements have been constructed to the satisfaction of the Public Works and Community Development Departments and it is recommended that the improvements be accepted and that a notice of completion be filed. A summary of related construction expenditures and funding sources are included in the tables below.

#### Construction Costs

Item	Amount
Architectural Plans	\$ 21,457
Topographic Survey, Drainage Plan	\$ 6,400
Inspection Services	\$ 9,800
Site Demolition	\$ 24,999
Construction Contract	\$198,000
Construction Change Orders	\$ 86,701
Total Construction Cost	\$347,357

### Funding Sources

Item	Amount
General Fund – Resolution CC 2024-88	\$198,000
General Fund – Resolution 2024-89	\$ 24,999
General Fund – Resolution 2025-12	\$156,080
Total Sources	\$379,079

Additionally, during project construction, it became apparent that additional specialty health/safety repairs would be needed to ensure that the building was suitable for the general public. In order to facilitate this work, maintenance/repair agreements were authorized for the remediation of hazardous materials, roof repairs, the restoration of plumbing and water services, the repair of heating/ventilation system components and the installation of new landscape materials. A summary of the specialty repair expenses is included in the table below.

### Specialty Health/Safety Repairs

Item	Amount
Mold Remediation	\$ 28,100
Asbestos/Mold Testing and Survey	\$ 4,900
Roof Repairs	\$ 16,000
Painting	\$ 14,999
HVAC Repairs	\$ 12,100
Plumbing Repairs	\$ 6,200
Landscape Materials/Installation	\$ 19,102
Storage Shed	\$ 4,549
Total Construction Cost	\$105,950

The completion of these specialty health/safety repairs have been completed to the satisfaction of the Public Works and Community Development Departments. As anticipated, the restaurant operator expects to open for business in August 2025.

### **FISCAL IMPACT:**

Project funding for the 114 E. Italia Street Restaurant Remodel/Expansion Project – Project No. F2501 was allocated as follows:

Source of Project Funds	Amount	Account	Council Appropriation Action
General Fund – Transferred to General CIP Fund	\$198,000	4010-4000-55100-F2501	Resolution CC 2024-88
General Fund – Transferred to General CIP Fund	\$24,999	4010-4000-55100-F2501	Resolution CC 2024-89
General Fund – Transferred to General CIP Fund	\$156,080.40	4010-4000-55100-F2501	FY 2024-2025 Mid-Year Adjustment
<b>Total</b>	<b>\$379,079.40</b>		

The following table conveys the final project expenditure summary:

Construction Contract – Siterep Construction Services, Inc.

Item	Actual
Siterep Construction Services, Inc. – (Contract Amount plus Change Orders)	\$284,701
Siterep Construction Services, Inc. – (Site Demolition)	\$24,999
Jake Martinez – (Architectural Plans)	\$21,456.51
CEJ Engineers, Inc – (On-Call Consulting Services – Design & Inspection Services)	\$9,800
Elie Farah, Inc – (On-Call Consulting Services – Topographic Survey, Drainage Plan)	\$6,400
<b>Total Expenditures</b>	<b>\$347,357</b>

Specialty Health/Safety Repairs

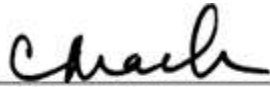
ADEP Precision Contracting, Inc. – (Mold Remediation)	\$28,100
Magnolia Environmental, LLC – (Asbestos & Mold Surveys/Testing)	\$4,900.17
Legends Roofing, Inc. – (Roof Installation)	\$16,000
Dunwright Painting & Coating – (Exterior Paint Installation)	\$14,999
Air On Time Co - (AC Unit Installation)	\$12,100
Melydan Plumbing, Inc – (Gas Line Installation)	\$6,200
Green Giant Landscape, Inc., Campania International LLC, Professional Creation Landscape – (Outdoor Railing and Landscape Installation)	\$19,102
Tuff Shed, Inc – (Tuff Shed Purchase for Storage - Public Health Requirements)	\$4,548.92
<b>Total Expenditures</b>	<b>\$105,950</b>

Approval of Resolution CC 2025-XX will appropriate \$74,228 in Measure CC funds to be transferred into the General CIP Fund (project account number: 4010-4000-55100-F2501) in order to supplement the unanticipated specialty health/safety repairs needed to make the building suitable for use by the general public.

**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,



Chris Marcarello  
City Manager



Angel Carrillo  
Deputy City Manager



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



**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: August 1, 2025 . The work done was:  
114 E. Italia Street Restaurant Remodel/Expansion Project

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

Siterep Construction Services, Inc.

September 17, 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: \_\_\_\_\_

114 E. Italia Street Restaurant Remodel/Expansion Project

10. The street address of said property is

114 E. Italia Street, Covina, CA

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

Dated August 5, 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 August 5 , 2025 at Covina , California .

\_\_\_\_\_  
Rafael M. Fajardo, City of Covina

**ATTACHMENT A**



## **RESOLUTION CC 2025-100**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, TO AMEND THE FISCAL YEAR 2024-2025 BUDGET AND REFLECT AN APPROPRIATION OF \$74,228 FROM AVAILABLE MEASURE CC FUND BALANCE TO BE TRANSFERRED INTO THE GENERAL CIP FUND FOR USE TOWARDS THE 114 E. ITALIA STREET RESTAURANT REMODEL/EXPANSION PROJECT – PROJECT NO. F2501**

**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 Operating Budget & Capital Improvement Plan (CIP) was approved on June 4, 2024; 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 appropriate funds from available Measure CC Fund Balance to be transferred into the General CIP Fund for use towards the 114 E. Italia Street Restaurant Remodel/Expansion Project – Project No. F2501.

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

**SECTION 1.** Amend the Fiscal Year 2024-2025 Budget for the 114 E. Italia Street Restaurant Remodel/Expansion Project – Project No. F2501.

**SECTION 2.** Appropriate \$74,228 from Measure CC Fund Balance to be transferred into the General CIP Fund as follows:

Account No.	Account Description	Amount (\$)	Increase/Decrease
1095-0000-59140	Measure CC-Transfer Out-Internal Service Fund	\$74,228	Increase
4010-4000-49110-F2501	General CIP-CD Admin-Transfer From GF-114 E. Italia Street Restaurant Remodel/Expansion Project	\$74,228	Increase
4010-4000-55100-F2501	General CIP-CD Admin-Buildings/Structures-114 E. Italia Street Restaurant Remodel/Expansion Project	\$74,228	Increase

**SECTION 3.** 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 5<sup>th</sup> day of August, 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 2025-100 was duly adopted by the City Council of the City of Covina at a regular meeting held on the 5<sup>th</sup> day of August, 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

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**Meeting:** August 5, 2025  
**Title:** Request to Amend the City's Classification Plan to Establish the Classification of Neighborhood Preservation Manager  
**Presented by:** Brian Lee, Deputy City Manager/Director of Community Development  
Joanna Espinosa, Human Resources Manager  
**Recommendation:** That the City Council adopt Resolution CC 2025-97 to establish and amend the City's Classification plan, and establish the new job description and salary range for Neighborhood Preservation Manager within the Mid-Management, Supervisory and Professional, and Confidential and Technical Employees (Unaffiliated) Compensation Rules.

### EXECUTIVE SUMMARY:

A review of the existing organizational staffing structure within the Code Enforcement division of the Community Development Department was recently completed to ensure operational needs and organizational goals are met. The introduction of cannabis establishments requires that the City strengthens its enforcement capabilities. As such, the proposed changes of establishing a new job classification of Neighborhood Preservation Manager will compensate for the increased workload and complexity of the responsibilities that will be necessary to proactively manage and ensure compliance with local and state regulations, and community safety.

The job specification and salary schedule are attached with Resolution CC 2025-97 as Exhibit A, B, C, and D hereto.

### BACKGROUND:

On July 16, 2024, City Council approved the Mid-Management, Supervisory and Professional, and Confidential and Technical Employees (Unaffiliated) Compensation Rules, including Section 3.A: Covered Classifications. The attached Resolution to establish the new Neighborhood Preservation Manager job classification and salary ranges will amend Section 3 of the Unaffiliated Compensation Rules to include this new job classification.

### DISCUSSION:

The Code Enforcement division operations has recently grown in size and workload including oversight of Sidewalk Vendor and Mobile Food Vendor regulations, program development, enforcement, and most recently the Department will also be responsible for cannabis program enforcement.

On July 15, 2025, City Council approved three Conditional Use Permits for cannabis retail establishments. With the recent approval of cannabis dispensary establishments within city limits, the proposed Neighborhood Preservation Manager classification will play a critical role to address the unique operational and compliance requirements related to cannabis dispensaries. This position will be responsible for conducting site inspections, reviewing licensing documentation, monitoring regulatory compliance, and coordinating enforcement actions when necessary.

Based on the review of the current staffing needs in the Code Enforcement division, it was determined that the changes being recommended herein are necessary to support the growing needs of the City's operations and the internal and external customers it serves. Once the new Neighborhood Preservation Manager position is

established, the Neighborhood Preservation Supervisor position will be reclassified to the Manager position and the Supervisor position will remain vacant and unbudgeted.

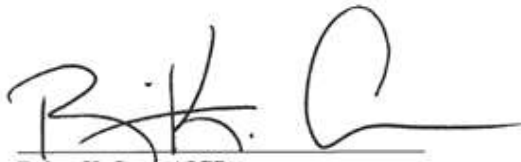
**FISCAL IMPACT:**

Funding for personnel was included in the City's Fiscal Year 2025-26 budget. The proposed changes which total approximately \$10,200 will be funded by the department's budget including other sources such as cannabis tax revenues and licensing fees.

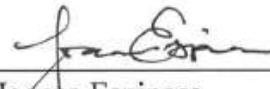
**CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):**

Not applicable.

Respectfully submitted,



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



Joanna Espinosa  
Human Resources Manager

**RESOLUTION CC 2025-97**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, AMENDING THE CITY OF COVINA COMPENSATION RULES FOR THE MID-MANAGEMENT, SUPERVISORY AND PROFESSIONAL, AND CONFIDENTIAL AND TECHNICAL EMPLOYEES**

**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 Community Development Department and Human Resources desire to amend the City’s Classification Plan to establish the new job classification and salary range for Neighborhood Preservation Manager, thereby revising Sections 3.A. of the Compensation Rules for the Mid-Management, Supervisory and Professional, and Confidential and Technical Employees (Unaffiliated) and Salary Schedule; The job description for the position is attached to this Resolution as Exhibit A. The new job description and revised Unaffiliated Salary Schedules, June 28, 2025 (revised August 5, 2025), June 27, 2026, and June 26, 2027 are attached to this Resolution as Exhibits B, C, and D.

**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 Human Resources Manager to establish the amendments effective August 5, 2025, as follows:

- A. Establish the classification of Neighborhood Preservation Manager.
- B. The monthly salary range for Neighborhood Preservation Manager shall be added within the salary schedule for full-time Mid-Management employees starting at \$9,506.84 (Step 1) to \$12,740.07 (Step 7).

**SECTION 2.** The Chief Deputy 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 5<sup>th</sup> day of August, 2025.

City of Covina, California

BY: \_\_\_\_\_  
VICTOR LINARES, Mayor

ATTEST:

\_\_\_\_\_  
FABIAN VELEZ, Chief Deputy City Clerk

ATACHMENT A

**CERTIFICATION**

I, Fabian Velez, Deputy City Clerk of the City of Covina, do hereby certify that Resolution CC 2025-97 was duly adopted by the City Council of the City of Covina at a regular meeting held on the 5<sup>th</sup> day of August 2025, by the following vote:

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

Dated:

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FABIAN VELEZ, Chief Deputy City Clerk



## CITY OF COVINA

### NEIGHBORHOOD PRESERVATION MANAGER

*Class specifications are only intended to present a descriptive summary of the range of duties and responsibilities associated with specified positions. Therefore, specifications **may not include all** duties performed by individuals within a classification. In addition, specifications are intended to outline the **minimum** qualifications necessary for entry into the class and do not necessarily convey the qualifications of incumbents within the position.*

#### **DEFINITION:**

Under general direction, plans, coordinates, and manages the City's Code Enforcement program; performs complex and sensitive field inspections and investigations to enforce municipal, state and federal regulations and ordinances governing land use issues, hazards and public nuisances; inspects residential and commercial properties and transient businesses including cannabis establishments and food trucks, ensuring public health compliance; performs other related duties as required.

#### **DISTINGUISHING CHARACTERISTICS:**

The **Neighborhood Preservation Manager** is the mid-management level class responsible for conducting highly complex investigations and enforcement action against violators of the Covina Municipal Code and other federal, state, and local codes, regulations, and ordinances. This classification will be responsible for the Code Enforcement division and provides supervision to Neighborhood Preservation Officer staff. Incumbent trains other team members, and coordinates with City Departments and regional agencies, utilizing knowledge of City programs, policies and procedures. Work requires independence and discretion in working with the public and in conducting field inspections, and involves a proactive implementation of applicable codes and regulations.

#### **SUPERVISION RECEIVED/EXERCISED:**

Receives general direction from the Director of Community Development and/or Deputy Director of Community Development & Building Official. Is responsible for supervising and assigning work to the Neighborhood Preservation Officer staff, administrative support, and technical staff.

#### **ESSENTIAL FUNCTIONS:** *(include but are not limited to the following)*

- Plans, manages, and oversees the daily functions, operations, services and activities of the Code Enforcement division.
- Performs highly complex and sensitive field inspections and investigations of potential code violations including cannabis dispensary establishments; enforces City codes encompassing safety and health hazards, nuisance abatement, land use, and other compliance regulations within scope of authority.
- Oversees and conducts inspections of cannabis dispensaries, cultivation sites, and related facilities to ensure compliance with local and state regulations. Addresses violations and works with business owners to achieve compliance. Reviews applications for permits and renewals.
- Collaborates with law enforcement officials and other City departments to ensure cannabis dispensaries are in full compliance with local and state regulations.

## NEIGHBORHOOD PRESERVATION MANAGER

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- Directs the preparation of cases for legal action; coordinates with law enforcement to obtain case information; gathers, analyzes and summarizes evidence and prepares reports; appears in Court or administrative hearings to present testimony; works directly with the prosecutor's office.
- Manages the inspection of food trucks and mobile food vendors to ensure adherence to health and safety standards. Addresses public complaints and ensures vendors are operating with proper permits and licenses.
- Collaborates with public health officials to monitor and enforce public health regulations, including sanitation, pest control, and other health-related codes. Responds to health-related complaints and conduct necessary inspections.
- Coordinates with other departments or organizations to plan and implement neighborhood preservation and enhancement initiative programs; provides outreach to the community and conducts meetings.
- Participates in the selection of assigned staff; Leads, supervises, trains the Neighborhood Preservation Officer staff; work with employees to correct deficiencies; update employees on current codes and regulations pertaining to code compliance.
- Assigns work to staff responsible for City code compliance activities including zoning, public nuisances, property maintenance, building and safety, public health, safety, welfare, solid waste animal regulation ordinances, and planned development and special use issues; responds to citizen inquiries and complaints concerning potential code violations.
- Assists in developing new municipal code sections and ordinances and in recommending changes to existing regulations.
- Recommends and assists in the implementation of goals and objectives for the Code Enforcement Division; develops, recommends, and implements City code compliance policies, procedures, and regulations for ensuring code compliance involving the application of related laws, ordinances, and regulations; analyzes, evaluates, and interprets Municipal Codes and other regulations.
- Determines alternative methods to achieve code compliance involving application of related laws, ordinances, and regulations; consults with City Attorney, City staff, property owners, Police and Fire Departments, and other City departments.
- Monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures; recommend, within departmental policy, appropriate service and staffing levels.
- Participates in the preparation and administration of the assigned budget; submits budget recommendations; monitors general fund revenue and expenditure accounts for the Code Enforcement Division.
- Prepares case files, documents, evidence, reports and background data to substantiate violations; assists in preparing legal documentation, liens and case reports for court and administrative hearings, and testifies on behalf of the City as needed.
- Responds to questions and concerns from the public, departmental staff and other agencies concerning potential code violations; provides information as appropriate and resolves service issues and complaints; cooperates with other agencies.

- Establishes positive working relationships with representatives of community organizations, state/local agencies, City management and staff, and the public.

## **PHYSICAL, MENTAL AND ENVIRONMENTAL WORKING CONDITIONS:**

### **Physical**

Position requires sitting, standing, walking on level, uneven, and slippery surfaces, reaching, twisting, turning, kneeling, bending, stooping, squatting, crouching, grasping and making repetitive hand movement in the performance of daily duties. The position also requires both near and far vision when performing inspections, reading reports and work-related documents, and operating office equipment and city vehicles. Acute hearing is required when providing phone and personal service. The need to lift, drag, carry and push tools, equipment and supplies weighing up to 25 pounds is also required.

### **Mental**

Operations require almost continuous attention. Incumbents are required to use written and oral communication skills, read and interpret data, information and documents; analyze and solve problems; use math and mathematical reasoning; observe and interpret situations; learn and apply new information or new skills; perform highly detailed work on multiple, concurrent tasks; work under deadlines with constant interruptions; stay alert while driving in the community; and interact with City management, staff, the public and others encountered in the course of work.

### **Environmental**

Work is generally performed in a standard office setting and outdoors; may be exposed to extreme weather conditions, including wet, hot, and cold; dangerous machinery, hazardous chemicals and lubricants which may expose incumbent to fumes, dust and air contaminants, and be exposed to mechanical and biological hazards and potential physical harm. The nature of the work also requires the incumbent to drive motorized vehicles, work in heavy vehicle traffic conditions and often work with constant interruptions. Incumbent may also be required to climb ladders, work at heights over 10 feet, work near hazardous traffic conditions, and drive in heavy vehicle traffic conditions.

Some of these requirements may be accommodated for otherwise qualified individuals requiring and requesting such accommodations.

**QUALIFICATIONS:** *(The following are minimal qualifications necessary for entry into the classification.)*

### **Education and/or Experience:**

Any combination of education and experience that has provided the knowledge, skills and abilities necessary for a **Neighborhood Preservation Manager**. A typical way of obtaining the required qualifications is to possess a bachelor's degree in urban planning, public administration or closely related field.

Six (6) years of increasingly responsible code enforcement experience including two (2) years as a supervisor; OR an equivalent combination of education, training and experience in municipal government code enforcement, building, business licensing, construction, public safety, or a related field.

### **Required Licenses/Certificates (at time of appointment):**

- Possess and maintain a valid class C California driver's license and satisfactory driving record.

- California Association of Code Enforcement Officers certification.
- California Penal Code, Section 832 (PC-832) Laws of Arrest certification.
- If performing housing inspections, possession of a Housing Inspector certification.

**KNOWLEDGE/ABILITIES/SKILLS:** *(The following are a representative sample of the KAS's necessary to perform essential duties of the position.)*

**Knowledge of:**

Administrative principles and practices, including goal setting, program development, implementation and evaluations, project management, and supervision of staff, either directly or through subordinate levels of supervision; modern principles, practices and methods used in the enforcement of a variety of codes, permits and regulations, including housing and building codes, business license codes, fire codes and health laws; methods and techniques used in enforcement and investigation; law enforcement procedures and administrative techniques; rules of evidence and court procedures; basic principles of mathematics; applicable federal, state and local laws, codes and regulations; methods and techniques of scheduling work assignments; standard office procedures, practices and equipment; modern office equipment, including a computer and applicable software; methods and techniques of supervision, training and motivation; methods and techniques for record keeping and report preparation and writing; proper English, spelling and grammar; occupational hazards and standard safety practices.

**Ability to:**

Recommend and implement goals, objectives, and practices for providing effective and efficient services; plan, organize, direct and evaluate the work of subordinate staff ; inspect and analyze a variety of buildings and properties and identify code violations; appropriately apply codes and regulations to varying situations; effectively deal with angry and non-cooperative people; keep up with constantly changing laws and apply more complex principles, practices, techniques and regulations pertaining to assigned duties; facilitate appropriate corrective action from property owners regarding violations; perform mathematical calculations quickly and accurately; implement, explain and apply applicable laws, codes and regulations; read, interpret and record data accurately; organize, prioritize and follow-up on work assignments; work independently and as part of a team; make sound decisions within established guidelines; analyze a complex issue, and develop and implement an appropriate response; follow written and oral directions; observe safety principles and work in a safe manner; safely operate a vehicle; testify as a City representative in court and with outside agencies; communicate clearly and concisely, both orally and in writing; maintain accurate records and files of work performed; establish and maintain effective working relationships.

**Skill to:**

Operate an office computer and a variety of word processing and software applications. Interact and communicate effectively with members of the public, city staff, and officials.

BARGAINING UNIT: Unaffiliated

Established: August 5, 2025

**CITY OF COVINA**  
**MID-MANAGEMENT, SUPERVISORY AND PROFESSIONAL, AND**  
**CONFIDENTIAL AND TECHNICAL EMPLOYEES**  
**SALARY SCHEDULE EFFECTIVE JUNE 28, 2025**

DESCRIPTION	STEP	HOURLY	MONTHLY	ANNUAL
6410 ACCOUNTANT	1	\$ 32.58	\$ 5,647.34	\$ 67,768.14
	2	\$ 34.21	\$ 5,930.33	\$ 71,163.92
	3	\$ 35.93	\$ 6,227.15	\$ 74,725.83
	4	\$ 37.72	\$ 6,537.82	\$ 78,453.80
	5	\$ 39.61	\$ 6,865.40	\$ 82,384.80
	6	\$ 41.59	\$ 7,208.67	\$ 86,504.04
	7	\$ 43.67	\$ 7,569.10	\$ 90,829.24
6270 ACCOUNTING SUPERVISOR	1	\$ 41.30	\$ 7,159.40	\$ 85,912.74
	2	\$ 43.37	\$ 7,517.36	\$ 90,208.37
	3	\$ 45.54	\$ 7,893.23	\$ 94,718.80
	4	\$ 47.81	\$ 8,287.89	\$ 99,454.74
	5	\$ 50.21	\$ 8,702.29	\$ 104,427.48
	6	\$ 52.72	\$ 9,137.41	\$ 109,648.86
	7	\$ 55.35	\$ 9,594.27	\$ 115,131.30
6020 ADMINISTRATIVE TECHNICIAN 6543	1	\$ 25.63	\$ 4,442.23	\$ 53,306.80
	2	\$ 26.91	\$ 4,664.34	\$ 55,972.13
	3	\$ 28.25	\$ 4,896.89	\$ 58,762.69
	4	\$ 29.66	\$ 5,141.36	\$ 61,696.34
	5	\$ 31.15	\$ 5,399.25	\$ 64,791.02
	6	\$ 32.71	\$ 5,669.21	\$ 68,030.57
	7	\$ 34.34	\$ 5,952.67	\$ 71,432.10
6460 BUILDING OFFICIAL	1	\$ 46.72	\$ 8,098.67	\$ 97,184.08
	2	\$ 49.06	\$ 8,504.06	\$ 102,048.68
	3	\$ 51.51	\$ 8,928.89	\$ 107,146.62
	4	\$ 54.08	\$ 9,374.66	\$ 112,495.89
	5	\$ 56.79	\$ 9,844.36	\$ 118,132.35
	6	\$ 59.63	\$ 10,336.58	\$ 124,038.96
	7	\$ 62.62	\$ 10,853.41	\$ 130,240.91
6470 CITY ENGINEER	1	\$ 61.28	\$ 10,622.16	\$ 127,465.97
	2	\$ 64.35	\$ 11,153.27	\$ 133,839.28
	3	\$ 67.56	\$ 11,710.94	\$ 140,531.25
	4	\$ 70.94	\$ 12,296.48	\$ 147,557.80
	5	\$ 74.49	\$ 12,911.31	\$ 154,935.69
	6	\$ 78.21	\$ 13,556.87	\$ 162,682.48
	7	\$ 82.12	\$ 14,234.72	\$ 170,816.60
6040 DEPUTY CITY CLERK	1	\$ 30.58	\$ 5,301.39	\$ 63,616.64
	2	\$ 32.11	\$ 5,566.16	\$ 66,793.88
	3	\$ 33.72	\$ 5,844.39	\$ 70,132.66
	4	\$ 35.40	\$ 6,136.09	\$ 73,633.03
	5	\$ 37.17	\$ 6,442.74	\$ 77,312.86
	6	\$ 39.03	\$ 6,764.88	\$ 81,178.51
	7	\$ 40.98	\$ 7,103.12	\$ 85,237.44

**CITY OF COVINA**  
**MID-MANAGEMENT, SUPERVISORY AND PROFESSIONAL, AND**  
**CONFIDENTIAL AND TECHNICAL EMPLOYEES**  
**SALARY SCHEDULE EFFECTIVE JUNE 28, 2025**

DESCRIPTION	STEP	HOURLY	MONTHLY	ANNUAL
6042 DEPUTY CITY CLERK/RECORDS MANAGER	1	\$ 38.59	\$ 6,688.58	\$ 80,262.98
	2	\$ 40.52	\$ 7,023.01	\$ 84,276.13
	3	\$ 42.54	\$ 7,374.16	\$ 88,489.94
	4	\$ 44.67	\$ 7,742.87	\$ 92,914.43
	5	\$ 46.90	\$ 8,130.01	\$ 97,560.16
	6	\$ 49.25	\$ 8,536.51	\$ 102,438.16
	7	\$ 51.71	\$ 8,963.34	\$ 107,560.07
6465 DEPUTY DIRECTOR OF ADMINISTRATIVE SERVICES - FINANCE	1	\$ 62.81	\$ 10,887.72	\$ 130,652.61
	2	\$ 65.95	\$ 11,432.10	\$ 137,185.24
	3	\$ 69.25	\$ 12,003.71	\$ 144,044.51
	4	\$ 72.71	\$ 12,603.89	\$ 151,246.73
	5	\$ 76.35	\$ 13,234.09	\$ 158,809.07
	6	\$ 80.17	\$ 13,895.79	\$ 166,749.52
	7	\$ 84.18	\$ 14,590.58	\$ 175,087.00
6464 DEPUTY DIRECTOR OF ADMINISTRATIVE SERVICES - HUMAN RESOURCES	1	\$ 62.81	\$ 10,887.72	\$ 130,652.61
	2	\$ 65.95	\$ 11,432.10	\$ 137,185.24
	3	\$ 69.25	\$ 12,003.71	\$ 144,044.51
	4	\$ 72.71	\$ 12,603.89	\$ 151,246.73
	5	\$ 76.35	\$ 13,234.09	\$ 158,809.07
	6	\$ 80.17	\$ 13,895.79	\$ 166,749.52
	7	\$ 84.18	\$ 14,590.58	\$ 175,087.00
6461 DEPUTY DIRECTOR OF COMMUNITY DEVELOPMENT & BUILDING OFFICIAL	1	\$ 61.28	\$ 10,622.16	\$ 127,465.97
	2	\$ 64.35	\$ 11,153.27	\$ 133,839.28
	3	\$ 67.56	\$ 11,710.94	\$ 140,531.25
	4	\$ 70.94	\$ 12,296.48	\$ 147,557.80
	5	\$ 74.49	\$ 12,911.31	\$ 154,935.69
	6	\$ 78.21	\$ 13,556.87	\$ 162,682.48
	7	\$ 82.12	\$ 14,234.72	\$ 170,816.60
6462 DEPUTY DIRECTOR OF PUBLIC WORKS/ CITY ENGINEER	1	\$ 69.12	\$ 11,980.74	\$ 143,768.94
	2	\$ 72.58	\$ 12,579.78	\$ 150,957.38
	3	\$ 76.20	\$ 13,208.77	\$ 158,505.25
	4	\$ 80.01	\$ 13,869.21	\$ 166,430.51
	5	\$ 84.02	\$ 14,562.67	\$ 174,752.03
	6	\$ 88.22	\$ 15,290.80	\$ 183,489.64
	7	\$ 92.63	\$ 16,055.34	\$ 192,664.12
6463 DEPUTY DIRECTOR OF PUBLIC WORKS - OPERATIONS AND TRANSPORTATION	1	\$ 65.66	\$ 11,381.71	\$ 136,580.49
	2	\$ 68.95	\$ 11,950.79	\$ 143,409.51
	3	\$ 72.39	\$ 12,548.33	\$ 150,579.99
	4	\$ 76.01	\$ 13,175.75	\$ 158,108.98
	5	\$ 79.81	\$ 13,834.54	\$ 166,014.44
	6	\$ 83.81	\$ 14,526.26	\$ 174,315.15
	7	\$ 88.00	\$ 15,252.58	\$ 183,030.91

**CITY OF COVINA**  
**MID-MANAGEMENT, SUPERVISORY AND PROFESSIONAL, AND**  
**CONFIDENTIAL AND TECHNICAL EMPLOYEES**  
**SALARY SCHEDULE EFFECTIVE JUNE 28, 2025**

DESCRIPTION	STEP	HOURLY	MONTHLY	ANNUAL
6450 ECONOMIC DEVELOPMENT MANAGER	1	\$ 52.12	\$ 9,033.92	\$ 108,407.04
	2	\$ 54.72	\$ 9,485.62	\$ 113,827.40
	3	\$ 57.46	\$ 9,959.90	\$ 119,518.77
	4	\$ 60.33	\$ 10,457.89	\$ 125,494.71
	5	\$ 63.35	\$ 10,980.79	\$ 131,769.45
	6	\$ 66.52	\$ 11,529.83	\$ 138,357.92
	7	\$ 69.84	\$ 12,106.32	\$ 145,275.82
6135 ENVIRONMENTAL SERVICES ANALYST	1	\$ 37.00	\$ 6,412.88	\$ 76,954.52
	2	\$ 38.85	\$ 6,733.52	\$ 80,802.25
	3	\$ 40.79	\$ 7,070.20	\$ 84,842.37
	4	\$ 42.83	\$ 7,423.71	\$ 89,084.48
	5	\$ 44.98	\$ 7,797.20	\$ 93,566.43
	6	\$ 47.23	\$ 8,187.06	\$ 98,244.74
	7	\$ 49.59	\$ 8,596.42	\$ 103,156.98
6132 ENVIRONMENTAL SERVICES AND TRANSPORTATION MANAGER	1	\$ 44.82	\$ 7,769.58	\$ 93,234.98
	2	\$ 47.06	\$ 8,157.01	\$ 97,884.16
	3	\$ 49.42	\$ 8,565.39	\$ 102,784.66
	4	\$ 51.88	\$ 8,993.21	\$ 107,918.50
	5	\$ 54.48	\$ 9,443.47	\$ 113,321.60
	6	\$ 57.21	\$ 9,915.64	\$ 118,987.68
	7	\$ 60.07	\$ 10,411.42	\$ 124,937.07
6493 EQUIPMENT MAINTENANCE SUPERINTENDENT	1	\$ 39.29	\$ 6,810.46	\$ 81,725.50
	2	\$ 41.26	\$ 7,150.98	\$ 85,811.77
	3	\$ 43.32	\$ 7,508.53	\$ 90,102.35
	4	\$ 45.48	\$ 7,883.96	\$ 94,607.48
	5	\$ 47.76	\$ 8,278.15	\$ 99,337.85
	6	\$ 50.15	\$ 8,692.06	\$ 104,304.74
	7	\$ 52.65	\$ 9,126.66	\$ 109,519.97
6140 EQUIPMENT MAINTENANCE SUPERVISOR	1	\$ 34.81	\$ 6,033.99	\$ 72,407.89
	2	\$ 36.56	\$ 6,336.49	\$ 76,037.89
	3	\$ 38.39	\$ 6,653.53	\$ 79,842.41
	4	\$ 40.30	\$ 6,985.12	\$ 83,821.42
	5	\$ 42.32	\$ 7,335.61	\$ 88,027.34
	6	\$ 44.44	\$ 7,702.39	\$ 92,428.71
	7	\$ 46.66	\$ 8,087.51	\$ 97,050.15
6027 EXECUTIVE ASSISTANT TO THE CITY MANAGER	1	\$ 31.66	\$ 5,487.73	\$ 65,852.74
	2	\$ 33.24	\$ 5,762.34	\$ 69,148.10
	3	\$ 34.91	\$ 6,050.53	\$ 72,606.42
	4	\$ 36.65	\$ 6,352.31	\$ 76,227.67
	5	\$ 38.48	\$ 6,670.68	\$ 80,048.12
	6	\$ 40.41	\$ 7,004.21	\$ 84,050.52
	7	\$ 42.43	\$ 7,354.42	\$ 88,253.04

**CITY OF COVINA**  
**MID-MANAGEMENT, SUPERVISORY AND PROFESSIONAL, AND**  
**CONFIDENTIAL AND TECHNICAL EMPLOYEES**  
**SALARY SCHEDULE EFFECTIVE JUNE 28, 2025**

DESCRIPTION	STEP	HOURLY	MONTHLY	ANNUAL
6028 EXECUTIVE ASSISTANT TO THE POLICE CHIEF	1	\$ 31.66	\$ 5,487.73	\$ 65,852.74
	2	\$ 33.24	\$ 5,762.34	\$ 69,148.10
	3	\$ 34.91	\$ 6,050.53	\$ 72,606.42
	4	\$ 36.65	\$ 6,352.31	\$ 76,227.67
	5	\$ 38.48	\$ 6,670.68	\$ 80,048.12
	6	\$ 40.41	\$ 7,004.21	\$ 84,050.52
	7	\$ 42.43	\$ 7,354.42	\$ 88,253.04
6070 FINANCE MANAGER	1	\$ 56.53	\$ 9,797.67	\$ 117,572.07
	2	\$ 59.35	\$ 10,286.74	\$ 123,440.87
	3	\$ 62.31	\$ 10,801.00	\$ 129,612.05
	4	\$ 65.43	\$ 11,341.94	\$ 136,103.31
	5	\$ 68.70	\$ 11,908.07	\$ 142,896.90
	6	\$ 72.14	\$ 12,503.48	\$ 150,041.74
	7	\$ 75.74	\$ 13,128.65	\$ 157,543.83
6124 GIS ANALYST	1	\$ 38.83	\$ 6,731.20	\$ 80,774.35
	2	\$ 40.78	\$ 7,069.37	\$ 84,832.45
	3	\$ 42.82	\$ 7,422.62	\$ 89,071.48
	4	\$ 44.96	\$ 7,793.11	\$ 93,517.30
	5	\$ 47.21	\$ 8,182.98	\$ 98,195.76
	6	\$ 49.57	\$ 8,592.13	\$ 103,105.56
	7	\$ 52.05	\$ 9,021.74	\$ 108,260.83
6315 HUMAN RESOURCES ANALYST	1	\$ 35.64	\$ 6,177.45	\$ 74,129.36
	2	\$ 37.42	\$ 6,486.87	\$ 77,842.40
	3	\$ 39.29	\$ 6,810.43	\$ 81,725.11
	4	\$ 41.26	\$ 7,151.26	\$ 85,815.14
	5	\$ 43.32	\$ 7,509.37	\$ 90,112.48
	6	\$ 45.49	\$ 7,884.84	\$ 94,618.11
	7	\$ 47.76	\$ 8,279.08	\$ 99,349.01
6320 HUMAN RESOURCES MANAGER	1	\$ 60.35	\$ 10,460.97	\$ 125,531.70
	2	\$ 63.36	\$ 10,983.15	\$ 131,797.82
	3	\$ 66.53	\$ 11,532.23	\$ 138,386.79
	4	\$ 69.86	\$ 12,109.79	\$ 145,317.50
	5	\$ 73.35	\$ 12,714.25	\$ 152,571.02
	6	\$ 77.02	\$ 13,349.96	\$ 160,199.57
	7	\$ 80.87	\$ 14,017.46	\$ 168,209.55
6185 INFORMATION TECHNOLOGY SERVICES MANAGER	1	\$ 61.28	\$ 10,622.16	\$ 127,465.97
	2	\$ 64.35	\$ 11,153.27	\$ 133,839.28
	3	\$ 67.56	\$ 11,710.94	\$ 140,531.25
	4	\$ 70.94	\$ 12,296.48	\$ 147,557.80
	5	\$ 74.49	\$ 12,911.31	\$ 154,935.69
	6	\$ 78.21	\$ 13,556.87	\$ 162,682.48
	7	\$ 82.12	\$ 14,234.72	\$ 170,816.60



**CITY OF COVINA**  
**MID-MANAGEMENT, SUPERVISORY AND PROFESSIONAL, AND**  
**CONFIDENTIAL AND TECHNICAL EMPLOYEES**  
**SALARY SCHEDULE EFFECTIVE JUNE 28, 2025**

DESCRIPTION	STEP	HOURLY	MONTHLY	ANNUAL
6180 INFORMATION TECHNOLOGY TECHNICIAN	1	\$ 32.20	\$ 5,580.82	\$ 66,969.82
	2	\$ 33.81	\$ 5,859.86	\$ 70,318.31
	3	\$ 35.50	\$ 6,152.85	\$ 73,834.22
	4	\$ 37.27	\$ 6,460.49	\$ 77,525.93
	5	\$ 39.14	\$ 6,783.52	\$ 81,402.23
	6	\$ 41.09	\$ 7,122.70	\$ 85,472.34
	7	\$ 43.15	\$ 7,478.83	\$ 89,745.96
6148 LIBRARIAN I	1	\$ 32.87	\$ 5,698.09	\$ 68,377.13
	2	\$ 34.52	\$ 5,983.00	\$ 71,795.98
	3	\$ 36.24	\$ 6,282.15	\$ 75,385.78
	4	\$ 38.06	\$ 6,596.26	\$ 79,155.08
	5	\$ 39.96	\$ 6,926.07	\$ 83,112.83
	6	\$ 41.96	\$ 7,272.37	\$ 87,268.47
	7	\$ 44.05	\$ 7,635.99	\$ 91,631.89
6149 LIBRARIAN II	1	\$ 35.43	\$ 6,140.51	\$ 73,686.15
	2	\$ 37.20	\$ 6,447.54	\$ 77,370.45
	3	\$ 39.06	\$ 6,769.91	\$ 81,238.97
	4	\$ 41.01	\$ 7,108.41	\$ 85,300.92
	5	\$ 43.06	\$ 7,463.83	\$ 89,565.96
	6	\$ 45.21	\$ 7,837.02	\$ 94,044.27
	7	\$ 47.47	\$ 8,228.87	\$ 98,746.47
6147 LIBRARY MANAGER	1	\$ 50.60	\$ 8,770.08	\$ 105,240.92
	2	\$ 53.13	\$ 9,208.58	\$ 110,502.96
	3	\$ 55.78	\$ 9,669.01	\$ 116,028.12
	4	\$ 58.57	\$ 10,152.46	\$ 121,829.51
	5	\$ 61.50	\$ 10,660.08	\$ 127,921.00
	6	\$ 64.58	\$ 11,193.09	\$ 134,317.06
	7	\$ 67.80	\$ 11,752.74	\$ 141,032.91
6146 LIBRARY SERVICES SUPERVISOR	1	\$ 39.29	\$ 6,810.46	\$ 81,725.50
	2	\$ 41.25	\$ 7,149.44	\$ 85,793.27
	3	\$ 43.31	\$ 7,507.25	\$ 90,087.04
	4	\$ 45.47	\$ 7,882.19	\$ 94,586.25
	5	\$ 47.76	\$ 8,277.67	\$ 99,332.01
	6	\$ 50.14	\$ 8,691.55	\$ 104,298.62
	7	\$ 52.65	\$ 9,126.13	\$ 109,513.56
6141 LITERACY PROGRAM COORDINATOR 6142	1	\$ 34.79	\$ 6,029.88	\$ 72,358.53
	2	\$ 36.52	\$ 6,330.55	\$ 75,966.58
	3	\$ 38.35	\$ 6,647.67	\$ 79,772.09
	4	\$ 40.27	\$ 6,979.76	\$ 83,757.11
	5	\$ 42.29	\$ 7,329.79	\$ 87,957.52
	6	\$ 44.40	\$ 7,696.28	\$ 92,355.40
	7	\$ 46.62	\$ 8,081.10	\$ 96,973.17

**CITY OF COVINA**  
**MID-MANAGEMENT, SUPERVISORY AND PROFESSIONAL, AND**  
**CONFIDENTIAL AND TECHNICAL EMPLOYEES**  
**SALARY SCHEDULE EFFECTIVE JUNE 28, 2025**

DESCRIPTION	STEP	HOURLY	MONTHLY	ANNUAL
6150 MANAGEMENT ANALYST	1	\$ 35.64	\$ 6,177.45	\$ 74,129.36
6550	2	\$ 37.42	\$ 6,486.87	\$ 77,842.40
	3	\$ 39.29	\$ 6,810.43	\$ 81,725.11
	4	\$ 41.26	\$ 7,151.26	\$ 85,815.14
	5	\$ 43.32	\$ 7,509.37	\$ 90,112.48
	6	\$ 45.49	\$ 7,884.84	\$ 94,618.11
	7	\$ 47.76	\$ 8,279.08	\$ 99,349.01
6160 MANAGEMENT ANALYST TRAINEE	1	\$ 28.18	\$ 4,885.08	\$ 58,620.91
6161	2	\$ 29.59	\$ 5,129.40	\$ 61,552.83
	3	\$ 31.07	\$ 5,385.36	\$ 64,624.35
	4	\$ 32.62	\$ 5,654.41	\$ 67,852.95
	5	\$ 34.25	\$ 5,936.55	\$ 71,238.60
	6	\$ 35.96	\$ 6,233.38	\$ 74,800.54
	7	\$ 37.76	\$ 6,545.05	\$ 78,540.56
6451 NEIGHBORHOOD PRESERVATION MANAGER	1	\$ 54.85	\$ 9,506.84	\$ 114,082.04
	2	\$ 57.59	\$ 9,982.18	\$ 119,786.14
	3	\$ 60.47	\$ 10,481.29	\$ 125,775.44
	4	\$ 63.49	\$ 11,005.35	\$ 132,064.21
	5	\$ 66.67	\$ 11,555.62	\$ 138,667.42
	6	\$ 70.00	\$ 12,133.40	\$ 145,600.81
	7	\$ 73.50	\$ 12,740.07	\$ 152,880.84
6110 NEIGHBORHOOD PRESERVATION SUPERVISOR	1	\$ 41.24	\$ 7,148.00	\$ 85,775.97
	2	\$ 43.30	\$ 7,505.40	\$ 90,064.77
	3	\$ 45.47	\$ 7,880.67	\$ 94,568.00
	4	\$ 47.74	\$ 8,274.70	\$ 99,296.40
	5	\$ 50.13	\$ 8,688.44	\$ 104,261.22
	6	\$ 52.63	\$ 9,122.86	\$ 109,474.29
	7	\$ 55.26	\$ 9,579.00	\$ 114,948.00
6356 PARKS AND BUILDING SUPERINTENDENT	1	\$ 40.08	\$ 6,946.67	\$ 83,360.01
	2	\$ 42.08	\$ 7,294.00	\$ 87,528.00
	3	\$ 44.18	\$ 7,658.70	\$ 91,904.40
	4	\$ 46.39	\$ 8,041.64	\$ 96,499.63
	5	\$ 48.71	\$ 8,443.72	\$ 101,324.61
	6	\$ 51.15	\$ 8,865.90	\$ 106,390.83
	7	\$ 53.71	\$ 9,309.20	\$ 111,710.37
6230 PARKS AND RECREATION MANAGER	1	\$ 50.60	\$ 8,770.08	\$ 105,240.92
	2	\$ 53.13	\$ 9,208.58	\$ 110,502.96
	3	\$ 55.78	\$ 9,669.01	\$ 116,028.12
	4	\$ 58.57	\$ 10,152.46	\$ 121,829.51
	5	\$ 61.50	\$ 10,660.08	\$ 127,921.00
	6	\$ 64.58	\$ 11,193.09	\$ 134,317.06
	7	\$ 67.80	\$ 11,752.74	\$ 141,032.91

**CITY OF COVINA**  
**MID-MANAGEMENT, SUPERVISORY AND PROFESSIONAL, AND**  
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**SALARY SCHEDULE EFFECTIVE JUNE 28, 2025**

DESCRIPTION	STEP	HOURLY	MONTHLY	ANNUAL
6105 PARKS AND RECREATION SUPERVISOR	1	\$ 39.29	\$ 6,810.46	\$ 81,725.50
	2	\$ 41.25	\$ 7,149.44	\$ 85,793.27
	3	\$ 43.31	\$ 7,507.25	\$ 90,087.04
	4	\$ 45.47	\$ 7,882.19	\$ 94,586.25
	5	\$ 47.76	\$ 8,277.67	\$ 99,332.01
	6	\$ 50.14	\$ 8,691.55	\$ 104,298.62
	7	\$ 52.65	\$ 9,126.13	\$ 109,513.56
6190 PARKS MAINTENANCE SUPERVISOR	1	\$ 39.29	\$ 6,810.46	\$ 81,725.50
	2	\$ 41.25	\$ 7,149.44	\$ 85,793.27
	3	\$ 43.31	\$ 7,507.25	\$ 90,087.04
	4	\$ 45.47	\$ 7,882.19	\$ 94,586.25
	5	\$ 47.76	\$ 8,277.67	\$ 99,332.01
	6	\$ 50.14	\$ 8,691.55	\$ 104,298.62
	7	\$ 52.65	\$ 9,126.13	\$ 109,513.56
6055 PAYROLL TECHNICIAN	1	\$ 29.00	\$ 5,027.02	\$ 60,324.21
	2	\$ 30.45	\$ 5,278.36	\$ 63,340.38
	3	\$ 31.97	\$ 5,542.28	\$ 66,507.34
	4	\$ 33.57	\$ 5,819.40	\$ 69,832.83
	5	\$ 35.25	\$ 6,110.36	\$ 73,324.37
	6	\$ 37.01	\$ 6,415.88	\$ 76,990.58
	7	\$ 38.87	\$ 6,736.68	\$ 80,840.11
6056 PAYROLL ANALYST	1	\$ 35.64	\$ 6,177.45	\$ 74,129.36
	2	\$ 37.42	\$ 6,486.87	\$ 77,842.40
	3	\$ 39.29	\$ 6,810.43	\$ 81,725.11
	4	\$ 41.26	\$ 7,151.26	\$ 85,815.14
	5	\$ 43.32	\$ 7,509.37	\$ 90,112.48
	6	\$ 45.49	\$ 7,884.84	\$ 94,618.11
	7	\$ 47.76	\$ 8,279.08	\$ 99,349.01
6120 PERMIT TECHNICIAN	1	\$ 26.79	\$ 4,643.64	\$ 55,723.65
	2	\$ 28.13	\$ 4,875.82	\$ 58,509.83
	3	\$ 29.54	\$ 5,119.61	\$ 61,435.33
	4	\$ 31.01	\$ 5,375.59	\$ 64,507.09
	5	\$ 32.56	\$ 5,644.37	\$ 67,732.45
	6	\$ 34.19	\$ 5,926.59	\$ 71,119.07
	7	\$ 35.90	\$ 6,222.92	\$ 74,675.02
6481 PLANNING MANAGER	1	\$ 53.16	\$ 9,214.60	\$ 110,575.18
	2	\$ 55.82	\$ 9,675.33	\$ 116,103.95
	3	\$ 58.61	\$ 10,159.10	\$ 121,909.14
	4	\$ 61.54	\$ 10,667.05	\$ 128,004.60
	5	\$ 64.62	\$ 11,200.40	\$ 134,404.83
	6	\$ 67.85	\$ 11,760.42	\$ 141,125.08
	7	\$ 71.24	\$ 12,348.44	\$ 148,181.33

**CITY OF COVINA**  
**MID-MANAGEMENT, SUPERVISORY AND PROFESSIONAL, AND**  
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**SALARY SCHEDULE EFFECTIVE JUNE 28, 2025**

DESCRIPTION	STEP	HOURLY	MONTHLY	ANNUAL
6234 PUBLIC WORKS MANAGER - ENGINEERING AND CAPITAL IMPROVEMENT	1	\$ 52.12	\$ 9,033.92	\$ 108,407.04
	2	\$ 54.72	\$ 9,485.62	\$ 113,827.40
	3	\$ 57.46	\$ 9,959.90	\$ 119,518.77
	4	\$ 60.33	\$ 10,457.89	\$ 125,494.71
	5	\$ 63.35	\$ 10,980.79	\$ 131,769.45
	6	\$ 66.52	\$ 11,529.83	\$ 138,357.92
	7	\$ 69.84	\$ 12,106.32	\$ 145,275.82
6235 PUBLIC WORKS MANAGER - ENVIRONMENTAL AND UTILITY SERVICES	1	\$ 52.12	\$ 9,033.92	\$ 108,407.04
	2	\$ 54.72	\$ 9,485.62	\$ 113,827.40
	3	\$ 57.46	\$ 9,959.90	\$ 119,518.77
	4	\$ 60.33	\$ 10,457.89	\$ 125,494.71
	5	\$ 63.35	\$ 10,980.79	\$ 131,769.45
	6	\$ 66.52	\$ 11,529.83	\$ 138,357.92
	7	\$ 69.84	\$ 12,106.32	\$ 145,275.82
6035 RECORDS TECHNICIAN	1	\$ 26.25	\$ 4,550.59	\$ 54,607.06
	2	\$ 27.57	\$ 4,778.10	\$ 57,337.21
	3	\$ 28.94	\$ 5,016.34	\$ 60,196.08
	4	\$ 30.39	\$ 5,266.77	\$ 63,201.19
	5	\$ 31.91	\$ 5,530.94	\$ 66,371.23
	6	\$ 33.50	\$ 5,807.48	\$ 69,689.79
	7	\$ 35.18	\$ 6,097.86	\$ 73,174.28
6231 RECREATION & LIBRARY SERVICES MANAGER	1	\$ 50.60	\$ 8,770.08	\$ 105,240.92
	2	\$ 53.13	\$ 9,208.58	\$ 110,502.96
	3	\$ 55.78	\$ 9,669.01	\$ 116,028.12
	4	\$ 58.57	\$ 10,152.46	\$ 121,829.51
	5	\$ 61.50	\$ 10,660.08	\$ 127,921.00
	6	\$ 64.58	\$ 11,193.09	\$ 134,317.06
	7	\$ 67.80	\$ 11,752.74	\$ 141,032.91
6310 SAFETY COORDINATOR	1	\$ 41.43	\$ 7,180.39	\$ 86,164.63
	2	\$ 43.49	\$ 7,538.95	\$ 90,467.37
	3	\$ 45.67	\$ 7,915.82	\$ 94,989.82
	4	\$ 47.96	\$ 8,312.52	\$ 99,750.30
	5	\$ 50.35	\$ 8,727.54	\$ 104,730.50
	6	\$ 52.87	\$ 9,163.92	\$ 109,967.03
	7	\$ 55.51	\$ 9,622.11	\$ 115,465.38
6280 SENIOR ACCOUNTANT	1	\$ 36.05	\$ 6,249.29	\$ 74,991.50
	2	\$ 37.86	\$ 6,561.75	\$ 78,741.02
	3	\$ 39.75	\$ 6,889.85	\$ 82,678.16
	4	\$ 41.74	\$ 7,234.33	\$ 86,811.99
	5	\$ 43.82	\$ 7,596.05	\$ 91,152.64
	6	\$ 46.01	\$ 7,975.86	\$ 95,710.28
	7	\$ 48.32	\$ 8,374.65	\$ 100,495.79

**CITY OF COVINA**  
**MID-MANAGEMENT, SUPERVISORY AND PROFESSIONAL, AND**  
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**SALARY SCHEDULE EFFECTIVE JUNE 28, 2025**

DESCRIPTION	STEP	HOURLY	MONTHLY	ANNUAL
6090 SENIOR ADMINISTRATIVE TECHNICIAN	1	\$ 28.31	\$ 4,907.33	\$ 58,887.92
	2	\$ 29.73	\$ 5,153.29	\$ 61,839.48
	3	\$ 31.22	\$ 5,411.18	\$ 64,934.13
	4	\$ 32.77	\$ 5,680.99	\$ 68,171.88
	5	\$ 34.42	\$ 5,965.71	\$ 71,588.54
	6	\$ 36.14	\$ 6,264.00	\$ 75,167.97
	7	\$ 37.95	\$ 6,577.20	\$ 78,926.36
6255 SENIOR HOUSING/CDBG ECONOMIC DEVELOPMENT MANAGER	1	\$ 51.61	\$ 8,945.55	\$ 107,346.58
	2	\$ 54.18	\$ 9,392.02	\$ 112,704.30
	3	\$ 56.89	\$ 9,861.77	\$ 118,341.28
	4	\$ 59.74	\$ 10,354.79	\$ 124,257.47
	5	\$ 62.73	\$ 10,872.53	\$ 130,470.34
	6	\$ 65.86	\$ 11,416.15	\$ 136,993.85
	7	\$ 69.16	\$ 11,986.96	\$ 143,843.55
6325 SENIOR HUMAN RESOURCES ANALYST	1	\$ 41.43	\$ 7,180.39	\$ 86,164.63
	2	\$ 43.49	\$ 7,538.95	\$ 90,467.37
	3	\$ 45.67	\$ 7,915.82	\$ 94,989.82
	4	\$ 47.96	\$ 8,312.52	\$ 99,750.30
	5	\$ 50.35	\$ 8,727.54	\$ 104,730.50
	6	\$ 52.87	\$ 9,163.92	\$ 109,967.03
	7	\$ 55.51	\$ 9,622.11	\$ 115,465.38
6300 SENIOR MANAGEMENT ANALYST 6301	1	\$ 41.43	\$ 7,180.39	\$ 86,164.63
	2	\$ 43.49	\$ 7,538.95	\$ 90,467.37
	3	\$ 45.67	\$ 7,915.82	\$ 94,989.82
	4	\$ 47.96	\$ 8,312.52	\$ 99,750.30
	5	\$ 50.35	\$ 8,727.54	\$ 104,730.50
	6	\$ 52.87	\$ 9,163.92	\$ 109,967.03
	7	\$ 55.51	\$ 9,622.11	\$ 115,465.38
6057 SENIOR PAYROLL ANALYST	1	\$ 41.43	\$ 7,180.39	\$ 86,164.63
	2	\$ 43.49	\$ 7,538.95	\$ 90,467.37
	3	\$ 45.67	\$ 7,915.82	\$ 94,989.82
	4	\$ 47.96	\$ 8,312.52	\$ 99,750.30
	5	\$ 50.35	\$ 8,727.54	\$ 104,730.50
	6	\$ 52.87	\$ 9,163.92	\$ 109,967.03
	7	\$ 55.51	\$ 9,622.11	\$ 115,465.38
6305 SENIOR PLANNER	1	\$ 43.42	\$ 7,526.78	\$ 90,321.39
	2	\$ 45.60	\$ 7,903.96	\$ 94,847.54
	3	\$ 47.88	\$ 8,299.46	\$ 99,593.58
	4	\$ 50.27	\$ 8,713.29	\$ 104,559.53
	5	\$ 52.79	\$ 9,150.02	\$ 109,800.30
	6	\$ 55.43	\$ 9,607.53	\$ 115,290.31
	7	\$ 58.20	\$ 10,087.90	\$ 121,054.83

**CITY OF COVINA**  
**MID-MANAGEMENT, SUPERVISORY AND PROFESSIONAL, AND**  
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**SALARY SCHEDULE EFFECTIVE JUNE 28, 2025**

DESCRIPTION	STEP	HOURLY	MONTHLY	ANNUAL
6330 STREET MAINTENANCE SUPERVISOR	1	\$ 36.65	\$ 6,352.29	\$ 76,227.49
	2	\$ 38.48	\$ 6,669.90	\$ 80,038.86
	3	\$ 40.40	\$ 7,003.40	\$ 84,040.81
	4	\$ 42.42	\$ 7,353.57	\$ 88,242.83
	5	\$ 44.55	\$ 7,721.25	\$ 92,654.99
	6	\$ 46.77	\$ 8,107.31	\$ 97,287.73
	7	\$ 49.11	\$ 8,512.68	\$ 102,152.12
6354 STREETS AND SEWER SUPERINTENDENT	1	\$ 49.68	\$ 8,610.87	\$ 103,330.41
	2	\$ 52.16	\$ 9,041.41	\$ 108,496.93
	3	\$ 54.77	\$ 9,493.48	\$ 113,921.78
	4	\$ 57.51	\$ 9,968.16	\$ 119,617.86
	5	\$ 60.38	\$ 10,466.56	\$ 125,598.76
	6	\$ 63.40	\$ 10,989.89	\$ 131,878.70
	7	\$ 66.57	\$ 11,539.39	\$ 138,472.64
6351 WATER DISTRIBUTION SUPERVISOR	1	\$ 42.37	\$ 7,344.71	\$ 88,136.54
	2	\$ 44.49	\$ 7,711.95	\$ 92,543.36
	3	\$ 46.72	\$ 8,097.54	\$ 97,170.53
	4	\$ 49.05	\$ 8,502.42	\$ 102,029.06
	5	\$ 51.51	\$ 8,927.54	\$ 107,130.51
	6	\$ 54.08	\$ 9,373.92	\$ 112,487.04
	7	\$ 56.78	\$ 9,842.62	\$ 118,111.39
6352 WATER SYSTEMS SUPERVISOR	1	\$ 38.28	\$ 6,635.51	\$ 79,626.09
	2	\$ 40.20	\$ 6,967.28	\$ 83,607.40
	3	\$ 42.21	\$ 7,315.65	\$ 87,787.77
	4	\$ 44.32	\$ 7,681.43	\$ 92,177.17
	5	\$ 46.53	\$ 8,065.50	\$ 96,786.02
	6	\$ 48.86	\$ 8,468.78	\$ 101,625.33
	7	\$ 51.30	\$ 8,892.22	\$ 106,706.58
6353 WATER UTILITY SUPERINTENDENT	1	\$ 52.82	\$ 9,156.32	\$ 109,875.87
	2	\$ 55.47	\$ 9,614.14	\$ 115,369.65
	3	\$ 58.24	\$ 10,094.85	\$ 121,138.14
	4	\$ 61.15	\$ 10,599.59	\$ 127,195.04
	5	\$ 64.21	\$ 11,129.57	\$ 133,554.80
	6	\$ 67.42	\$ 11,686.04	\$ 140,232.53
	7	\$ 70.79	\$ 12,270.35	\$ 147,244.16

**CITY OF COVINA**  
**MID-MANAGEMENT, SUPERVISORY AND PROFESSIONAL, AND**  
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**SALARY SCHEDULE EFFECTIVE JUNE 27, 2026**

DESCRIPTION	STEP	HOURLY	MONTHLY	ANNUAL
6410 ACCOUNTANT	1	\$ 33.56	\$ 5,816.77	\$ 69,801.18
	2	\$ 35.24	\$ 6,108.24	\$ 73,298.84
	3	\$ 37.00	\$ 6,413.97	\$ 76,967.60
	4	\$ 38.85	\$ 6,733.95	\$ 80,807.42
	5	\$ 40.80	\$ 7,071.36	\$ 84,856.35
	6	\$ 42.84	\$ 7,424.93	\$ 89,099.17
	7	\$ 44.98	\$ 7,796.18	\$ 93,554.12
6270 ACCOUNTING SUPERVISOR	1	\$ 42.54	\$ 7,374.18	\$ 88,490.13
	2	\$ 44.67	\$ 7,742.89	\$ 92,914.62
	3	\$ 46.90	\$ 8,130.03	\$ 97,560.36
	4	\$ 49.25	\$ 8,536.53	\$ 102,438.38
	5	\$ 51.71	\$ 8,963.36	\$ 107,560.31
	6	\$ 54.30	\$ 9,411.53	\$ 112,938.33
	7	\$ 57.01	\$ 9,882.10	\$ 118,585.24
6020 ADMINISTRATIVE TECHNICIAN 6543	1	\$ 26.40	\$ 4,575.50	\$ 54,906.00
	2	\$ 27.72	\$ 4,804.27	\$ 57,651.29
	3	\$ 29.10	\$ 5,043.80	\$ 60,525.57
	4	\$ 30.55	\$ 5,295.60	\$ 63,547.23
	5	\$ 32.08	\$ 5,561.23	\$ 66,734.76
	6	\$ 33.69	\$ 5,839.29	\$ 70,071.48
	7	\$ 35.37	\$ 6,131.26	\$ 73,575.06
6460 BUILDING OFFICIAL	1	\$ 48.12	\$ 8,341.63	\$ 100,099.61
	2	\$ 50.53	\$ 8,759.18	\$ 105,110.14
	3	\$ 53.06	\$ 9,196.75	\$ 110,361.02
	4	\$ 55.71	\$ 9,655.90	\$ 115,870.77
	5	\$ 58.50	\$ 10,139.69	\$ 121,676.32
	6	\$ 61.42	\$ 10,646.68	\$ 127,760.13
	7	\$ 64.49	\$ 11,179.01	\$ 134,148.14
6470 CITY ENGINEER	1	\$ 63.12	\$ 10,940.83	\$ 131,289.95
	2	\$ 66.28	\$ 11,487.87	\$ 137,854.46
	3	\$ 69.59	\$ 12,062.27	\$ 144,747.19
	4	\$ 73.07	\$ 12,665.38	\$ 151,984.54
	5	\$ 76.72	\$ 13,298.65	\$ 159,583.76
	6	\$ 80.56	\$ 13,963.58	\$ 167,562.95
	7	\$ 84.59	\$ 14,661.76	\$ 175,941.10
6040 DEPUTY CITY CLERK	1	\$ 31.50	\$ 5,460.43	\$ 65,525.13
	2	\$ 33.08	\$ 5,733.14	\$ 68,797.70
	3	\$ 34.73	\$ 6,019.72	\$ 72,236.64
	4	\$ 36.46	\$ 6,320.17	\$ 75,842.02
	5	\$ 38.28	\$ 6,636.02	\$ 79,632.25
	6	\$ 40.20	\$ 6,967.82	\$ 83,613.86
	7	\$ 42.21	\$ 7,316.21	\$ 87,794.56

**CITY OF COVINA**  
**MID-MANAGEMENT, SUPERVISORY AND PROFESSIONAL, AND**  
**CONFIDENTIAL AND TECHNICAL EMPLOYEES**  
**SALARY SCHEDULE EFFECTIVE JUNE 27, 2026**

DESCRIPTION	STEP	HOURLY	MONTHLY	ANNUAL
6042 DEPUTY CITY CLERK/RECORDS MANAGER	1	\$ 39.75	\$ 6,889.24	\$ 82,670.87
	2	\$ 41.73	\$ 7,233.70	\$ 86,804.41
	3	\$ 43.82	\$ 7,595.39	\$ 91,144.63
	4	\$ 46.01	\$ 7,975.16	\$ 95,701.87
	5	\$ 48.31	\$ 8,373.91	\$ 100,486.96
	6	\$ 50.73	\$ 8,792.61	\$ 105,511.31
	7	\$ 53.26	\$ 9,232.24	\$ 110,786.87
6465 DEPUTY DIRECTOR OF ADMINISTRATIVE SERVICES - FINANCE	1	\$ 64.70	\$ 11,214.35	\$ 134,572.19
	2	\$ 67.93	\$ 11,775.07	\$ 141,300.80
	3	\$ 71.33	\$ 12,363.82	\$ 148,365.85
	4	\$ 74.90	\$ 12,982.01	\$ 155,784.13
	5	\$ 78.64	\$ 13,631.11	\$ 163,573.34
	6	\$ 82.57	\$ 14,312.67	\$ 171,752.01
	7	\$ 86.70	\$ 15,028.30	\$ 180,339.61
6464 DEPUTY DIRECTOR OF ADMINISTRATIVE SERVICES - HUMAN RESOURCES	1	\$ 64.70	\$ 11,214.35	\$ 134,572.19
	2	\$ 67.93	\$ 11,775.07	\$ 141,300.80
	3	\$ 71.33	\$ 12,363.82	\$ 148,365.85
	4	\$ 74.90	\$ 12,982.01	\$ 155,784.13
	5	\$ 78.64	\$ 13,631.11	\$ 163,573.34
	6	\$ 82.57	\$ 14,312.67	\$ 171,752.01
	7	\$ 86.70	\$ 15,028.30	\$ 180,339.61
6461 DEPUTY DIRECTOR OF COMMUNITY DEVELOPMENT & BUILDING OFFICIAL	1	\$ 63.12	\$ 10,940.83	\$ 131,289.95
	2	\$ 66.28	\$ 11,487.87	\$ 137,854.46
	3	\$ 69.59	\$ 12,062.27	\$ 144,747.19
	4	\$ 73.07	\$ 12,665.38	\$ 151,984.54
	5	\$ 76.72	\$ 13,298.65	\$ 159,583.76
	6	\$ 80.56	\$ 13,963.58	\$ 167,562.95
	7	\$ 84.59	\$ 14,661.76	\$ 175,941.10
6462 DEPUTY DIRECTOR OF PUBLIC WORKS/ CITY ENGINEER	1	\$ 71.19	\$ 12,340.17	\$ 148,082.00
	2	\$ 74.75	\$ 12,957.18	\$ 155,486.10
	3	\$ 78.49	\$ 13,605.03	\$ 163,260.41
	4	\$ 82.42	\$ 14,285.29	\$ 171,423.43
	5	\$ 86.54	\$ 14,999.55	\$ 179,994.59
	6	\$ 90.86	\$ 15,749.53	\$ 188,994.32
	7	\$ 95.41	\$ 16,537.00	\$ 198,444.04
6463 DEPUTY DIRECTOR OF PUBLIC WORKS - OPERATIONS AND TRANSPORTATION	1	\$ 67.63	\$ 11,723.16	\$ 140,677.90
	2	\$ 71.02	\$ 12,309.32	\$ 147,711.80
	3	\$ 74.57	\$ 12,924.78	\$ 155,097.39
	4	\$ 78.29	\$ 13,571.02	\$ 162,852.25
	5	\$ 82.21	\$ 14,249.57	\$ 170,994.87
	6	\$ 86.32	\$ 14,962.05	\$ 179,544.61
	7	\$ 90.64	\$ 15,710.15	\$ 188,521.84



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**SALARY SCHEDULE EFFECTIVE JUNE 27, 2026**

DESCRIPTION	STEP	HOURLY	MONTHLY	ANNUAL
6450 ECONOMIC DEVELOPMENT MANAGER	1	\$ 53.68	\$ 9,304.94	\$ 111,659.25
	2	\$ 56.37	\$ 9,770.19	\$ 117,242.22
	3	\$ 59.18	\$ 10,258.69	\$ 123,104.33
	4	\$ 62.14	\$ 10,771.63	\$ 129,259.55
	5	\$ 65.25	\$ 11,310.21	\$ 135,722.53
	6	\$ 68.51	\$ 11,875.72	\$ 142,508.66
	7	\$ 71.94	\$ 12,469.51	\$ 149,634.09
6135 ENVIRONMENTAL SERVICES ANALYST	1	\$ 38.11	\$ 6,605.26	\$ 79,263.16
	2	\$ 40.01	\$ 6,935.53	\$ 83,226.32
	3	\$ 42.01	\$ 7,282.30	\$ 87,387.64
	4	\$ 44.11	\$ 7,646.42	\$ 91,757.02
	5	\$ 46.33	\$ 8,031.12	\$ 96,373.42
	6	\$ 48.65	\$ 8,432.67	\$ 101,192.08
	7	\$ 51.08	\$ 8,854.31	\$ 106,251.69
6132 ENVIRONMENTAL SERVICES AND TRANSPORTATION MANAGER	1	\$ 46.17	\$ 8,002.67	\$ 96,032.03
	2	\$ 48.47	\$ 8,401.72	\$ 100,820.69
	3	\$ 50.90	\$ 8,822.35	\$ 105,868.20
	4	\$ 53.44	\$ 9,263.00	\$ 111,156.06
	5	\$ 56.12	\$ 9,726.77	\$ 116,721.25
	6	\$ 58.92	\$ 10,213.11	\$ 122,557.31
	7	\$ 61.87	\$ 10,723.77	\$ 128,685.18
6493 EQUIPMENT MAINTENANCE SUPERINTENDENT	1	\$ 40.47	\$ 7,014.77	\$ 84,177.26
	2	\$ 42.49	\$ 7,365.51	\$ 88,386.12
	3	\$ 44.62	\$ 7,733.79	\$ 92,805.42
	4	\$ 46.85	\$ 8,120.48	\$ 97,445.70
	5	\$ 49.19	\$ 8,526.50	\$ 102,317.98
	6	\$ 51.65	\$ 8,952.82	\$ 107,433.88
	7	\$ 54.23	\$ 9,400.46	\$ 112,805.57
6140 EQUIPMENT MAINTENANCE SUPERVISOR	1	\$ 35.86	\$ 6,215.01	\$ 74,580.13
	2	\$ 37.65	\$ 6,526.59	\$ 78,319.02
	3	\$ 39.54	\$ 6,853.14	\$ 82,237.68
	4	\$ 41.51	\$ 7,194.67	\$ 86,336.07
	5	\$ 43.59	\$ 7,555.68	\$ 90,668.16
	6	\$ 45.77	\$ 7,933.46	\$ 95,201.57
	7	\$ 48.06	\$ 8,330.14	\$ 99,961.65
6027 EXECUTIVE ASSISTANT TO THE CITY MANAGER	1	\$ 32.61	\$ 5,652.36	\$ 67,828.32
	2	\$ 34.24	\$ 5,935.21	\$ 71,222.54
	3	\$ 35.95	\$ 6,232.05	\$ 74,784.61
	4	\$ 37.75	\$ 6,542.87	\$ 78,514.50
	5	\$ 39.64	\$ 6,870.80	\$ 82,449.56
	6	\$ 41.62	\$ 7,214.34	\$ 86,572.04
	7	\$ 43.70	\$ 7,575.05	\$ 90,900.63

**CITY OF COVINA**  
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**SALARY SCHEDULE EFFECTIVE JUNE 27, 2026**

DESCRIPTION	STEP	HOURLY	MONTHLY	ANNUAL
6028 EXECUTIVE ASSISTANT TO THE POLICE CHIEF	1	\$ 32.61	\$ 5,652.36	\$ 67,828.32
	2	\$ 34.24	\$ 5,935.21	\$ 71,222.54
	3	\$ 35.95	\$ 6,232.05	\$ 74,784.61
	4	\$ 37.75	\$ 6,542.87	\$ 78,514.50
	5	\$ 39.64	\$ 6,870.80	\$ 82,449.56
	6	\$ 41.62	\$ 7,214.34	\$ 86,572.04
	7	\$ 43.70	\$ 7,575.05	\$ 90,900.63
6070 FINANCE MANAGER	1	\$ 58.22	\$ 10,091.60	\$ 121,099.23
	2	\$ 61.13	\$ 10,595.34	\$ 127,144.10
	3	\$ 64.18	\$ 11,125.03	\$ 133,500.41
	4	\$ 67.40	\$ 11,682.20	\$ 140,186.41
	5	\$ 70.76	\$ 12,265.32	\$ 147,183.80
	6	\$ 74.30	\$ 12,878.58	\$ 154,542.99
	7	\$ 78.01	\$ 13,522.51	\$ 162,270.15
6124 GIS ANALYST	1	\$ 40.00	\$ 6,933.13	\$ 83,197.58
	2	\$ 42.01	\$ 7,281.45	\$ 87,377.42
	3	\$ 44.11	\$ 7,645.30	\$ 91,743.62
	4	\$ 46.31	\$ 8,026.90	\$ 96,322.82
	5	\$ 48.63	\$ 8,428.47	\$ 101,141.63
	6	\$ 51.06	\$ 8,849.89	\$ 106,198.72
	7	\$ 53.61	\$ 9,292.39	\$ 111,508.66
6315 HUMAN RESOURCES ANALYST	1	\$ 36.71	\$ 6,362.77	\$ 76,353.24
	2	\$ 38.55	\$ 6,681.47	\$ 80,177.67
	3	\$ 40.47	\$ 7,014.74	\$ 84,176.86
	4	\$ 42.49	\$ 7,365.80	\$ 88,389.59
	5	\$ 44.62	\$ 7,734.65	\$ 92,815.85
	6	\$ 46.85	\$ 8,121.39	\$ 97,456.65
	7	\$ 49.20	\$ 8,527.46	\$ 102,329.48
6320 HUMAN RESOURCES MANAGER	1	\$ 62.16	\$ 10,774.80	\$ 129,297.65
	2	\$ 65.27	\$ 11,312.65	\$ 135,751.75
	3	\$ 68.53	\$ 11,878.20	\$ 142,538.39
	4	\$ 71.96	\$ 12,473.09	\$ 149,677.03
	5	\$ 75.55	\$ 13,095.68	\$ 157,148.15
	6	\$ 79.33	\$ 13,750.46	\$ 165,005.55
	7	\$ 83.30	\$ 14,437.99	\$ 173,255.83
6185 INFORMATION TECHNOLOGY SERVICES MANAGER	1	\$ 63.12	\$ 10,940.83	\$ 131,289.95
	2	\$ 66.28	\$ 11,487.87	\$ 137,854.46
	3	\$ 69.59	\$ 12,062.27	\$ 144,747.19
	4	\$ 73.07	\$ 12,665.38	\$ 151,984.54
	5	\$ 76.72	\$ 13,298.65	\$ 159,583.76
	6	\$ 80.56	\$ 13,963.58	\$ 167,562.95
	7	\$ 84.59	\$ 14,661.76	\$ 175,941.10

**CITY OF COVINA**  
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DESCRIPTION	STEP	HOURLY	MONTHLY	ANNUAL
6180 INFORMATION TECHNOLOGY TECHNICIAN	1	\$ 33.16	\$ 5,748.24	\$ 68,978.91
	2	\$ 34.82	\$ 6,035.65	\$ 72,427.86
	3	\$ 36.56	\$ 6,337.44	\$ 76,049.25
	4	\$ 38.39	\$ 6,654.31	\$ 79,851.71
	5	\$ 40.31	\$ 6,987.02	\$ 83,844.30
	6	\$ 42.33	\$ 7,336.38	\$ 88,036.51
	7	\$ 44.44	\$ 7,703.19	\$ 92,438.34
6148 LIBRARIAN I	1	\$ 33.86	\$ 5,869.04	\$ 70,428.44
	2	\$ 35.55	\$ 6,162.49	\$ 73,949.86
	3	\$ 37.33	\$ 6,470.61	\$ 77,647.36
	4	\$ 39.20	\$ 6,794.14	\$ 81,529.73
	5	\$ 41.16	\$ 7,133.85	\$ 85,606.21
	6	\$ 43.21	\$ 7,490.54	\$ 89,886.52
	7	\$ 45.38	\$ 7,865.07	\$ 94,380.84
6149 LIBRARIAN II	1	\$ 36.49	\$ 6,324.73	\$ 75,896.73
	2	\$ 38.31	\$ 6,640.96	\$ 79,691.56
	3	\$ 40.23	\$ 6,973.01	\$ 83,676.14
	4	\$ 42.24	\$ 7,321.66	\$ 87,859.95
	5	\$ 44.35	\$ 7,687.75	\$ 92,252.94
	6	\$ 46.57	\$ 8,072.13	\$ 96,865.59
	7	\$ 48.90	\$ 8,475.74	\$ 101,708.87
6147 LIBRARY MANAGER	1	\$ 52.11	\$ 9,033.18	\$ 108,398.15
	2	\$ 54.72	\$ 9,484.84	\$ 113,818.05
	3	\$ 57.46	\$ 9,959.08	\$ 119,508.96
	4	\$ 60.33	\$ 10,457.03	\$ 125,484.40
	5	\$ 63.35	\$ 10,979.89	\$ 131,758.63
	6	\$ 66.51	\$ 11,528.88	\$ 138,346.57
	7	\$ 69.84	\$ 12,105.32	\$ 145,263.89
6146 LIBRARY SERVICES SUPERVISOR	1	\$ 40.47	\$ 7,014.77	\$ 84,177.26
	2	\$ 42.48	\$ 7,363.92	\$ 88,367.07
	3	\$ 44.61	\$ 7,732.47	\$ 92,789.66
	4	\$ 46.84	\$ 8,118.65	\$ 97,423.83
	5	\$ 49.19	\$ 8,526.00	\$ 102,311.97
	6	\$ 51.65	\$ 8,952.30	\$ 107,427.58
	7	\$ 54.23	\$ 9,399.91	\$ 112,798.96
6141 LITERACY PROGRAM COORDINATOR 6142	1	\$ 35.83	\$ 6,210.77	\$ 74,529.28
	2	\$ 37.62	\$ 6,520.47	\$ 78,245.58
	3	\$ 39.50	\$ 6,847.10	\$ 82,165.26
	4	\$ 41.48	\$ 7,189.15	\$ 86,269.82
	5	\$ 43.56	\$ 7,549.69	\$ 90,596.25
	6	\$ 45.73	\$ 7,927.17	\$ 95,126.06
	7	\$ 48.02	\$ 8,323.53	\$ 99,882.36

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DESCRIPTION	STEP	HOURLY	MONTHLY	ANNUAL
6150 MANAGEMENT ANALYST 6550	1	\$ 36.71	\$ 6,362.77	\$ 76,353.24
	2	\$ 38.55	\$ 6,681.47	\$ 80,177.67
	3	\$ 40.47	\$ 7,014.74	\$ 84,176.86
	4	\$ 42.49	\$ 7,365.80	\$ 88,389.59
	5	\$ 44.62	\$ 7,734.65	\$ 92,815.85
	6	\$ 46.85	\$ 8,121.39	\$ 97,456.65
	7	\$ 49.20	\$ 8,527.46	\$ 102,329.48
6160 MANAGEMENT ANALYST TRAINEE 6161	1	\$ 29.03	\$ 5,031.63	\$ 60,379.54
	2	\$ 30.48	\$ 5,283.28	\$ 63,399.42
	3	\$ 32.00	\$ 5,546.92	\$ 66,563.08
	4	\$ 33.60	\$ 5,824.04	\$ 69,888.54
	5	\$ 35.28	\$ 6,114.65	\$ 73,375.75
	6	\$ 37.04	\$ 6,420.38	\$ 77,044.55
	7	\$ 38.89	\$ 6,741.40	\$ 80,896.78
6451 NEIGHBORHOOD PRESERVATION MANAGER	1	\$ 56.49	\$ 9,792.04	\$ 117,504.50
	2	\$ 59.32	\$ 10,281.64	\$ 123,379.73
	3	\$ 62.28	\$ 10,795.73	\$ 129,548.71
	4	\$ 65.40	\$ 11,335.51	\$ 136,026.15
	5	\$ 68.67	\$ 11,902.29	\$ 142,827.46
	6	\$ 72.10	\$ 12,497.40	\$ 149,968.83
	7	\$ 75.71	\$ 13,122.27	\$ 157,467.27
6110 NEIGHBORHOOD PRESERVATION SUPERVISOR	1	\$ 42.48	\$ 7,362.44	\$ 88,349.25
	2	\$ 44.60	\$ 7,730.56	\$ 92,766.71
	3	\$ 46.83	\$ 8,117.09	\$ 97,405.04
	4	\$ 49.17	\$ 8,522.94	\$ 102,275.30
	5	\$ 51.63	\$ 8,949.09	\$ 107,389.06
	6	\$ 54.21	\$ 9,396.54	\$ 112,758.51
	7	\$ 56.92	\$ 9,866.37	\$ 118,396.44
6356 PARKS AND BUILDING SUPERINTENDENT	1	\$ 41.28	\$ 7,155.07	\$ 85,860.81
	2	\$ 43.34	\$ 7,512.82	\$ 90,153.84
	3	\$ 45.51	\$ 7,888.46	\$ 94,661.53
	4	\$ 47.79	\$ 8,282.88	\$ 99,394.61
	5	\$ 50.18	\$ 8,697.03	\$ 104,364.34
	6	\$ 52.68	\$ 9,131.88	\$ 109,582.56
	7	\$ 55.32	\$ 9,588.47	\$ 115,061.69
6230 PARKS AND RECREATION MANAGER	1	\$ 52.11	\$ 9,033.18	\$ 108,398.15
	2	\$ 54.72	\$ 9,484.84	\$ 113,818.05
	3	\$ 57.46	\$ 9,959.08	\$ 119,508.96
	4	\$ 60.33	\$ 10,457.03	\$ 125,484.40
	5	\$ 63.35	\$ 10,979.89	\$ 131,758.63
	6	\$ 66.51	\$ 11,528.88	\$ 138,346.57
	7	\$ 69.84	\$ 12,105.32	\$ 145,263.89

**CITY OF COVINA**  
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DESCRIPTION	STEP	HOURLY	MONTHLY	ANNUAL
6105 PARKS AND RECREATION SUPERVISOR	1	\$ 40.47	\$ 7,014.77	\$ 84,177.26
	2	\$ 42.48	\$ 7,363.92	\$ 88,367.07
	3	\$ 44.61	\$ 7,732.47	\$ 92,789.66
	4	\$ 46.84	\$ 8,118.65	\$ 97,423.83
	5	\$ 49.19	\$ 8,526.00	\$ 102,311.97
	6	\$ 51.65	\$ 8,952.30	\$ 107,427.58
	7	\$ 54.23	\$ 9,399.91	\$ 112,798.96
6190 PARKS MAINTENANCE SUPERVISOR	1	\$ 40.47	\$ 7,014.77	\$ 84,177.26
	2	\$ 42.48	\$ 7,363.92	\$ 88,367.07
	3	\$ 44.61	\$ 7,732.47	\$ 92,789.66
	4	\$ 46.84	\$ 8,118.65	\$ 97,423.83
	5	\$ 49.19	\$ 8,526.00	\$ 102,311.97
	6	\$ 51.65	\$ 8,952.30	\$ 107,427.58
	7	\$ 54.23	\$ 9,399.91	\$ 112,798.96
6055 PAYROLL TECHNICIAN	1	\$ 29.87	\$ 5,177.83	\$ 62,133.93
	2	\$ 31.37	\$ 5,436.72	\$ 65,240.59
	3	\$ 32.93	\$ 5,708.55	\$ 68,502.56
	4	\$ 34.58	\$ 5,993.98	\$ 71,927.82
	5	\$ 36.31	\$ 6,293.67	\$ 75,524.10
	6	\$ 38.13	\$ 6,608.36	\$ 79,300.30
	7	\$ 40.03	\$ 6,938.78	\$ 83,265.32
6056 PAYROLL ANALYST	1	\$ 36.71	\$ 6,362.77	\$ 76,353.24
	2	\$ 38.55	\$ 6,681.47	\$ 80,177.67
	3	\$ 40.47	\$ 7,014.74	\$ 84,176.86
	4	\$ 42.49	\$ 7,365.80	\$ 88,389.59
	5	\$ 44.62	\$ 7,734.65	\$ 92,815.85
	6	\$ 46.85	\$ 8,121.39	\$ 97,456.65
	7	\$ 49.20	\$ 8,527.46	\$ 102,329.48
6120 PERMIT TECHNICIAN	1	\$ 27.59	\$ 4,782.95	\$ 57,395.35
	2	\$ 28.97	\$ 5,022.09	\$ 60,265.13
	3	\$ 30.42	\$ 5,273.20	\$ 63,278.39
	4	\$ 31.94	\$ 5,536.86	\$ 66,442.30
	5	\$ 33.54	\$ 5,813.70	\$ 69,764.42
	6	\$ 35.22	\$ 6,104.39	\$ 73,252.64
	7	\$ 36.98	\$ 6,409.61	\$ 76,915.27
6481 PLANNING MANAGER	1	\$ 54.76	\$ 9,491.04	\$ 113,892.43
	2	\$ 57.49	\$ 9,965.59	\$ 119,587.06
	3	\$ 60.37	\$ 10,463.87	\$ 125,566.42
	4	\$ 63.39	\$ 10,987.06	\$ 131,844.74
	5	\$ 66.56	\$ 11,536.41	\$ 138,436.98
	6	\$ 69.88	\$ 12,113.24	\$ 145,358.83
	7	\$ 73.38	\$ 12,718.90	\$ 152,626.77

**CITY OF COVINA**  
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DESCRIPTION	STEP	HOURLY	MONTHLY	ANNUAL
6234 PUBLIC WORKS MANAGER - ENGINEERING AND CAPITAL IMPROVEMENT	1	\$ 53.68	\$ 9,304.94	\$ 111,659.25
	2	\$ 56.37	\$ 9,770.19	\$ 117,242.22
	3	\$ 59.18	\$ 10,258.69	\$ 123,104.33
	4	\$ 62.14	\$ 10,771.63	\$ 129,259.55
	5	\$ 65.25	\$ 11,310.21	\$ 135,722.53
	6	\$ 68.51	\$ 11,875.72	\$ 142,508.66
	7	\$ 71.94	\$ 12,469.51	\$ 149,634.09
6235 PUBLIC WORKS MANAGER - ENVIRONMENTAL AND UTILITY SERVICES	1	\$ 53.68	\$ 9,304.94	\$ 111,659.25
	2	\$ 56.37	\$ 9,770.19	\$ 117,242.22
	3	\$ 59.18	\$ 10,258.69	\$ 123,104.33
	4	\$ 62.14	\$ 10,771.63	\$ 129,259.55
	5	\$ 65.25	\$ 11,310.21	\$ 135,722.53
	6	\$ 68.51	\$ 11,875.72	\$ 142,508.66
	7	\$ 71.94	\$ 12,469.51	\$ 149,634.09
6035 RECORDS TECHNICIAN	1	\$ 27.04	\$ 4,687.11	\$ 56,245.27
	2	\$ 28.39	\$ 4,921.44	\$ 59,057.33
	3	\$ 29.81	\$ 5,166.83	\$ 62,001.96
	4	\$ 31.30	\$ 5,424.77	\$ 65,097.22
	5	\$ 32.87	\$ 5,696.86	\$ 68,362.37
	6	\$ 34.51	\$ 5,981.71	\$ 71,780.48
	7	\$ 36.24	\$ 6,280.79	\$ 75,369.51
6231 RECREATION & LIBRARY SERVICES MANAGER	1	\$ 52.11	\$ 9,033.18	\$ 108,398.15
	2	\$ 54.72	\$ 9,484.84	\$ 113,818.05
	3	\$ 57.46	\$ 9,959.08	\$ 119,508.96
	4	\$ 60.33	\$ 10,457.03	\$ 125,484.40
	5	\$ 63.35	\$ 10,979.89	\$ 131,758.63
	6	\$ 66.51	\$ 11,528.88	\$ 138,346.57
	7	\$ 69.84	\$ 12,105.32	\$ 145,263.89
6310 SAFETY COORDINATOR	1	\$ 42.67	\$ 7,395.80	\$ 88,749.57
	2	\$ 44.80	\$ 7,765.12	\$ 93,181.39
	3	\$ 47.04	\$ 8,153.29	\$ 97,839.52
	4	\$ 49.40	\$ 8,561.90	\$ 102,742.81
	5	\$ 51.86	\$ 8,989.37	\$ 107,872.41
	6	\$ 54.45	\$ 9,438.84	\$ 113,266.04
	7	\$ 57.18	\$ 9,910.78	\$ 118,929.34
6280 SENIOR ACCOUNTANT	1	\$ 37.14	\$ 6,436.77	\$ 77,241.25
	2	\$ 38.99	\$ 6,758.60	\$ 81,103.25
	3	\$ 40.94	\$ 7,096.54	\$ 85,158.51
	4	\$ 42.99	\$ 7,451.36	\$ 89,416.35
	5	\$ 45.14	\$ 7,823.94	\$ 93,887.22
	6	\$ 47.39	\$ 8,215.13	\$ 98,581.58
	7	\$ 49.76	\$ 8,625.89	\$ 103,510.66

**CITY OF COVINA**  
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**SALARY SCHEDULE EFFECTIVE JUNE 27, 2026**

DESCRIPTION	STEP	HOURLY	MONTHLY	ANNUAL
6090 SENIOR ADMINISTRATIVE TECHNICIAN	1	\$ 29.16	\$ 5,054.55	\$ 60,654.56
	2	\$ 30.62	\$ 5,307.89	\$ 63,694.66
	3	\$ 32.15	\$ 5,573.51	\$ 66,882.15
	4	\$ 33.76	\$ 5,851.42	\$ 70,217.03
	5	\$ 35.45	\$ 6,144.68	\$ 73,736.19
	6	\$ 37.22	\$ 6,451.92	\$ 77,423.01
	7	\$ 39.08	\$ 6,774.51	\$ 81,294.16
6255 SENIOR HOUSING/CDBG ECONOMIC DEVELOPMENT MANAGER	1	\$ 53.16	\$ 9,213.92	\$ 110,566.98
	2	\$ 55.81	\$ 9,673.79	\$ 116,085.43
	3	\$ 58.60	\$ 10,157.63	\$ 121,891.52
	4	\$ 61.53	\$ 10,665.43	\$ 127,985.19
	5	\$ 64.61	\$ 11,198.70	\$ 134,384.45
	6	\$ 67.84	\$ 11,758.64	\$ 141,103.66
	7	\$ 71.23	\$ 12,346.57	\$ 148,158.85
6325 SENIOR HUMAN RESOURCES ANALYST	1	\$ 42.67	\$ 7,395.80	\$ 88,749.57
	2	\$ 44.80	\$ 7,765.12	\$ 93,181.39
	3	\$ 47.04	\$ 8,153.29	\$ 97,839.52
	4	\$ 49.40	\$ 8,561.90	\$ 102,742.81
	5	\$ 51.86	\$ 8,989.37	\$ 107,872.41
	6	\$ 54.45	\$ 9,438.84	\$ 113,266.04
	7	\$ 57.18	\$ 9,910.78	\$ 118,929.34
6300 SENIOR MANAGEMENT ANALYST 6301	1	\$ 42.67	\$ 7,395.80	\$ 88,749.57
	2	\$ 44.80	\$ 7,765.12	\$ 93,181.39
	3	\$ 47.04	\$ 8,153.29	\$ 97,839.52
	4	\$ 49.40	\$ 8,561.90	\$ 102,742.81
	5	\$ 51.86	\$ 8,989.37	\$ 107,872.41
	6	\$ 54.45	\$ 9,438.84	\$ 113,266.04
	7	\$ 57.18	\$ 9,910.78	\$ 118,929.34
6057 SENIOR PAYROLL ANALYST	1	\$ 42.67	\$ 7,395.80	\$ 88,749.57
	2	\$ 44.80	\$ 7,765.12	\$ 93,181.39
	3	\$ 47.04	\$ 8,153.29	\$ 97,839.52
	4	\$ 49.40	\$ 8,561.90	\$ 102,742.81
	5	\$ 51.86	\$ 8,989.37	\$ 107,872.41
	6	\$ 54.45	\$ 9,438.84	\$ 113,266.04
	7	\$ 57.18	\$ 9,910.78	\$ 118,929.34
6305 SENIOR PLANNER	1	\$ 44.73	\$ 7,752.59	\$ 93,031.03
	2	\$ 46.97	\$ 8,141.08	\$ 97,692.96
	3	\$ 49.32	\$ 8,548.45	\$ 102,581.39
	4	\$ 51.78	\$ 8,974.69	\$ 107,696.32
	5	\$ 54.37	\$ 9,424.53	\$ 113,094.31
	6	\$ 57.09	\$ 9,895.75	\$ 118,749.02
	7	\$ 59.95	\$ 10,390.54	\$ 124,686.48

**CITY OF COVINA**  
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**SALARY SCHEDULE EFFECTIVE JUNE 27, 2026**

DESCRIPTION	STEP	HOURLY	MONTHLY	ANNUAL
6330 STREET MAINTENANCE SUPERVISOR	1	\$ 37.75	\$ 6,542.86	\$ 78,514.31
	2	\$ 39.63	\$ 6,870.00	\$ 82,440.02
	3	\$ 41.62	\$ 7,213.50	\$ 86,562.03
	4	\$ 43.70	\$ 7,574.18	\$ 90,890.11
	5	\$ 45.88	\$ 7,952.89	\$ 95,434.63
	6	\$ 48.18	\$ 8,350.53	\$ 100,206.37
	7	\$ 50.58	\$ 8,768.06	\$ 105,216.68
6354 STREETS AND SEWER SUPERINTENDENT	1	\$ 51.17	\$ 8,869.19	\$ 106,430.32
	2	\$ 53.73	\$ 9,312.65	\$ 111,751.84
	3	\$ 56.41	\$ 9,778.29	\$ 117,339.43
	4	\$ 59.23	\$ 10,267.20	\$ 123,206.40
	5	\$ 62.20	\$ 10,780.56	\$ 129,366.73
	6	\$ 65.31	\$ 11,319.59	\$ 135,835.06
	7	\$ 68.57	\$ 11,885.57	\$ 142,626.81
6351 WATER DISTRIBUTION SUPERVISOR	1	\$ 43.64	\$ 7,565.05	\$ 90,780.63
	2	\$ 45.83	\$ 7,943.30	\$ 95,319.66
	3	\$ 48.12	\$ 8,340.47	\$ 100,085.64
	4	\$ 50.52	\$ 8,757.49	\$ 105,089.93
	5	\$ 53.05	\$ 9,195.37	\$ 110,344.42
	6	\$ 55.70	\$ 9,655.14	\$ 115,861.65
	7	\$ 58.49	\$ 10,137.89	\$ 121,654.73
6352 WATER SYSTEMS SUPERVISOR	1	\$ 39.43	\$ 6,834.57	\$ 82,014.88
	2	\$ 41.40	\$ 7,176.30	\$ 86,115.62
	3	\$ 43.47	\$ 7,535.12	\$ 90,421.40
	4	\$ 45.65	\$ 7,911.87	\$ 94,942.48
	5	\$ 47.93	\$ 8,307.47	\$ 99,689.60
	6	\$ 50.32	\$ 8,722.84	\$ 104,674.09
	7	\$ 52.84	\$ 9,158.98	\$ 109,907.78
6353 WATER UTILITY SUPERINTENDENT	1	\$ 54.41	\$ 9,431.01	\$ 113,172.14
	2	\$ 57.13	\$ 9,902.56	\$ 118,830.74
	3	\$ 59.99	\$ 10,397.69	\$ 124,772.29
	4	\$ 62.99	\$ 10,917.57	\$ 131,010.89
	5	\$ 66.14	\$ 11,463.45	\$ 137,561.44
	6	\$ 69.44	\$ 12,036.63	\$ 144,439.51
	7	\$ 72.91	\$ 12,638.46	\$ 151,661.49



**CITY OF COVINA**  
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**SALARY SCHEDULE EFFECTIVE JUNE 26, 2027**

DESCRIPTION	STEP	HOURLY	MONTHLY	ANNUAL
6410 ACCOUNTANT	1	\$ 34.57	\$ 5,991.27	\$ 71,895.22
	2	\$ 36.30	\$ 6,291.48	\$ 75,497.80
	3	\$ 38.11	\$ 6,606.39	\$ 79,276.63
	4	\$ 40.02	\$ 6,935.97	\$ 83,231.64
	5	\$ 42.02	\$ 7,283.50	\$ 87,402.04
	6	\$ 44.12	\$ 7,647.68	\$ 91,772.14
	7	\$ 46.33	\$ 8,030.06	\$ 96,360.75
6270 ACCOUNTING SUPERVISOR	1	\$ 43.82	\$ 7,595.40	\$ 91,144.83
	2	\$ 46.01	\$ 7,975.17	\$ 95,702.06
	3	\$ 48.31	\$ 8,373.93	\$ 100,487.17
	4	\$ 50.73	\$ 8,792.63	\$ 105,511.53
	5	\$ 53.26	\$ 9,232.26	\$ 110,787.12
	6	\$ 55.93	\$ 9,693.87	\$ 116,326.48
	7	\$ 58.72	\$ 10,178.57	\$ 122,142.79
6020 ADMINISTRATIVE TECHNICIAN 6543	1	\$ 27.19	\$ 4,712.77	\$ 56,553.18
	2	\$ 28.55	\$ 4,948.40	\$ 59,380.83
	3	\$ 29.97	\$ 5,195.11	\$ 62,341.34
	4	\$ 31.47	\$ 5,454.47	\$ 65,453.65
	5	\$ 33.05	\$ 5,728.07	\$ 68,736.80
	6	\$ 34.70	\$ 6,014.47	\$ 72,173.63
	7	\$ 36.43	\$ 6,315.19	\$ 75,782.31
6460 BUILDING OFFICIAL	1	\$ 49.57	\$ 8,591.88	\$ 103,102.59
	2	\$ 52.05	\$ 9,021.95	\$ 108,263.45
	3	\$ 54.65	\$ 9,472.65	\$ 113,671.85
	4	\$ 57.38	\$ 9,945.57	\$ 119,346.89
	5	\$ 60.25	\$ 10,443.88	\$ 125,326.61
	6	\$ 63.27	\$ 10,966.08	\$ 131,592.94
	7	\$ 66.43	\$ 11,514.38	\$ 138,172.58
6470 CITY ENGINEER	1	\$ 65.01	\$ 11,269.05	\$ 135,228.65
	2	\$ 68.26	\$ 11,832.51	\$ 141,990.09
	3	\$ 71.68	\$ 12,424.13	\$ 149,089.60
	4	\$ 75.26	\$ 13,045.34	\$ 156,544.07
	5	\$ 79.02	\$ 13,697.61	\$ 164,371.28
	6	\$ 82.98	\$ 14,382.49	\$ 172,589.84
	7	\$ 87.12	\$ 15,101.61	\$ 181,219.33
6040 DEPUTY CITY CLERK	1	\$ 32.45	\$ 5,624.24	\$ 67,490.89
	2	\$ 34.07	\$ 5,905.14	\$ 70,861.63
	3	\$ 35.77	\$ 6,200.31	\$ 74,403.74
	4	\$ 37.56	\$ 6,509.77	\$ 78,117.28
	5	\$ 39.43	\$ 6,835.10	\$ 82,021.22
	6	\$ 41.40	\$ 7,176.86	\$ 86,122.28
	7	\$ 43.48	\$ 7,535.70	\$ 90,428.40

**CITY OF COVINA**  
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**SALARY SCHEDULE EFFECTIVE JUNE 26, 2027**

DESCRIPTION	STEP	HOURLY	MONTHLY	ANNUAL
6042 DEPUTY CITY CLERK/RECORDS MANAGER	1	\$ 40.94	\$ 7,095.92	\$ 85,151.00
	2	\$ 42.98	\$ 7,450.71	\$ 89,408.55
	3	\$ 45.13	\$ 7,823.25	\$ 93,878.97
	4	\$ 47.39	\$ 8,214.41	\$ 98,572.92
	5	\$ 49.76	\$ 8,625.13	\$ 103,501.57
	6	\$ 52.25	\$ 9,056.39	\$ 108,676.65
	7	\$ 54.86	\$ 9,509.21	\$ 114,110.48
6465 DEPUTY DIRECTOR OF ADMINISTRATIVE SERVICES - FINANCE	1	\$ 66.64	\$ 11,550.78	\$ 138,609.36
	2	\$ 69.97	\$ 12,128.32	\$ 145,539.83
	3	\$ 73.47	\$ 12,734.74	\$ 152,816.83
	4	\$ 77.14	\$ 13,371.47	\$ 160,457.66
	5	\$ 81.00	\$ 14,040.05	\$ 168,480.54
	6	\$ 85.05	\$ 14,742.05	\$ 176,904.57
	7	\$ 89.30	\$ 15,479.15	\$ 185,749.80
6464 DEPUTY DIRECTOR OF ADMINISTRATIVE SERVICES - HUMAN RESOURCES	1	\$ 66.64	\$ 11,550.78	\$ 138,609.36
	2	\$ 69.97	\$ 12,128.32	\$ 145,539.83
	3	\$ 73.47	\$ 12,734.74	\$ 152,816.83
	4	\$ 77.14	\$ 13,371.47	\$ 160,457.66
	5	\$ 81.00	\$ 14,040.05	\$ 168,480.54
	6	\$ 85.05	\$ 14,742.05	\$ 176,904.57
	7	\$ 89.30	\$ 15,479.15	\$ 185,749.80
6461 DEPUTY DIRECTOR OF COMMUNITY DEVELOPMENT & BUILDING OFFICIAL	1	\$ 65.01	\$ 11,269.05	\$ 135,228.65
	2	\$ 68.26	\$ 11,832.51	\$ 141,990.09
	3	\$ 71.68	\$ 12,424.13	\$ 149,089.60
	4	\$ 75.26	\$ 13,045.34	\$ 156,544.07
	5	\$ 79.02	\$ 13,697.61	\$ 164,371.28
	6	\$ 82.98	\$ 14,382.49	\$ 172,589.84
	7	\$ 87.12	\$ 15,101.61	\$ 181,219.33
6462 DEPUTY DIRECTOR OF PUBLIC WORKS/ CITY ENGINEER	1	\$ 73.33	\$ 12,710.37	\$ 152,524.46
	2	\$ 77.00	\$ 13,345.89	\$ 160,150.69
	3	\$ 80.85	\$ 14,013.18	\$ 168,158.22
	4	\$ 84.89	\$ 14,713.84	\$ 176,566.13
	5	\$ 89.13	\$ 15,449.54	\$ 185,394.43
	6	\$ 93.59	\$ 16,222.01	\$ 194,664.15
	7	\$ 98.27	\$ 17,033.11	\$ 204,397.36
6463 DEPUTY DIRECTOR OF PUBLIC WORKS - OPERATIONS AND TRANSPORTATION	1	\$ 69.66	\$ 12,074.85	\$ 144,898.24
	2	\$ 73.15	\$ 12,678.60	\$ 152,143.15
	3	\$ 76.80	\$ 13,312.53	\$ 159,750.31
	4	\$ 80.64	\$ 13,978.15	\$ 167,737.82
	5	\$ 84.68	\$ 14,677.06	\$ 176,124.72
	6	\$ 88.91	\$ 15,410.91	\$ 184,930.95
	7	\$ 93.35	\$ 16,181.46	\$ 194,177.50

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**SALARY SCHEDULE EFFECTIVE JUNE 26, 2027**

DESCRIPTION	STEP	HOURLY	MONTHLY	ANNUAL
6450 ECONOMIC DEVELOPMENT MANAGER	1	\$ 55.29	\$ 9,584.09	\$ 115,009.03
	2	\$ 58.06	\$ 10,063.29	\$ 120,759.49
	3	\$ 60.96	\$ 10,566.45	\$ 126,797.46
	4	\$ 64.01	\$ 11,094.78	\$ 133,137.34
	5	\$ 67.21	\$ 11,649.52	\$ 139,794.20
	6	\$ 70.57	\$ 12,231.99	\$ 146,783.92
	7	\$ 74.10	\$ 12,843.59	\$ 154,123.11
6135 ENVIRONMENTAL SERVICES ANALYST	1	\$ 39.25	\$ 6,803.42	\$ 81,641.06
	2	\$ 41.21	\$ 7,143.59	\$ 85,723.11
	3	\$ 43.27	\$ 7,500.77	\$ 90,009.27
	4	\$ 45.44	\$ 7,875.81	\$ 94,509.73
	5	\$ 47.72	\$ 8,272.05	\$ 99,264.62
	6	\$ 50.11	\$ 8,685.65	\$ 104,227.84
	7	\$ 52.62	\$ 9,119.94	\$ 109,439.24
6132 ENVIRONMENTAL SERVICES AND TRANSPORTATION MANAGER	1	\$ 47.55	\$ 8,242.75	\$ 98,912.99
	2	\$ 49.93	\$ 8,653.78	\$ 103,845.31
	3	\$ 52.43	\$ 9,087.02	\$ 109,044.25
	4	\$ 55.04	\$ 9,540.90	\$ 114,490.74
	5	\$ 57.80	\$ 10,018.57	\$ 120,222.89
	6	\$ 60.69	\$ 10,519.50	\$ 126,234.03
	7	\$ 63.72	\$ 11,045.48	\$ 132,545.74
6493 EQUIPMENT MAINTENANCE SUPERINTENDENT	1	\$ 41.68	\$ 7,225.22	\$ 86,702.58
	2	\$ 43.77	\$ 7,586.48	\$ 91,037.70
	3	\$ 45.96	\$ 7,965.80	\$ 95,589.59
	4	\$ 48.25	\$ 8,364.09	\$ 100,369.07
	5	\$ 50.67	\$ 8,782.29	\$ 105,387.52
	6	\$ 53.20	\$ 9,221.41	\$ 110,656.90
	7	\$ 55.86	\$ 9,682.48	\$ 116,189.74
6140 EQUIPMENT MAINTENANCE SUPERVISOR	1	\$ 36.93	\$ 6,401.46	\$ 76,817.53
	2	\$ 38.78	\$ 6,722.38	\$ 80,668.59
	3	\$ 40.72	\$ 7,058.73	\$ 84,704.81
	4	\$ 42.75	\$ 7,410.51	\$ 88,926.15
	5	\$ 44.90	\$ 7,782.35	\$ 93,388.20
	6	\$ 47.14	\$ 8,171.47	\$ 98,057.61
	7	\$ 49.50	\$ 8,580.04	\$ 102,960.50
6027 EXECUTIVE ASSISTANT TO THE CITY MANAGER	1	\$ 33.59	\$ 5,821.93	\$ 69,863.17
	2	\$ 35.27	\$ 6,113.27	\$ 73,359.22
	3	\$ 37.03	\$ 6,419.01	\$ 77,028.15
	4	\$ 38.88	\$ 6,739.16	\$ 80,869.93
	5	\$ 40.83	\$ 7,076.92	\$ 84,923.05
	6	\$ 42.87	\$ 7,430.77	\$ 89,169.20
	7	\$ 45.01	\$ 7,802.30	\$ 93,627.65

**CITY OF COVINA**  
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**SALARY SCHEDULE EFFECTIVE JUNE 26, 2027**

DESCRIPTION	STEP	HOURLY	MONTHLY	ANNUAL
6028 EXECUTIVE ASSISTANT TO THE POLICE CHIEF	1	\$ 33.59	\$ 5,821.93	\$ 69,863.17
	2	\$ 35.27	\$ 6,113.27	\$ 73,359.22
	3	\$ 37.03	\$ 6,419.01	\$ 77,028.15
	4	\$ 38.88	\$ 6,739.16	\$ 80,869.93
	5	\$ 40.83	\$ 7,076.92	\$ 84,923.05
	6	\$ 42.87	\$ 7,430.77	\$ 89,169.20
	7	\$ 45.01	\$ 7,802.30	\$ 93,627.65
6070 FINANCE MANAGER	1	\$ 59.97	\$ 10,394.35	\$ 124,732.21
	2	\$ 62.96	\$ 10,913.20	\$ 130,958.42
	3	\$ 66.11	\$ 11,458.79	\$ 137,505.43
	4	\$ 69.42	\$ 12,032.67	\$ 144,392.00
	5	\$ 72.88	\$ 12,633.28	\$ 151,599.32
	6	\$ 76.53	\$ 13,264.94	\$ 159,179.28
	7	\$ 80.35	\$ 13,928.19	\$ 167,138.25
6124 GIS ANALYST	1	\$ 41.20	\$ 7,141.13	\$ 85,693.50
	2	\$ 43.27	\$ 7,499.90	\$ 89,998.75
	3	\$ 45.43	\$ 7,874.66	\$ 94,495.93
	4	\$ 47.70	\$ 8,267.71	\$ 99,212.51
	5	\$ 50.08	\$ 8,681.32	\$ 104,175.88
	6	\$ 52.59	\$ 9,115.39	\$ 109,384.68
	7	\$ 55.22	\$ 9,571.16	\$ 114,853.92
6315 HUMAN RESOURCES ANALYST	1	\$ 37.81	\$ 6,553.65	\$ 78,643.84
	2	\$ 39.70	\$ 6,881.92	\$ 82,583.00
	3	\$ 41.68	\$ 7,225.18	\$ 86,702.17
	4	\$ 43.77	\$ 7,586.77	\$ 91,041.28
	5	\$ 45.96	\$ 7,966.69	\$ 95,600.33
	6	\$ 48.26	\$ 8,365.03	\$ 100,380.35
	7	\$ 50.67	\$ 8,783.28	\$ 105,399.37
6320 HUMAN RESOURCES MANAGER	1	\$ 64.03	\$ 11,098.05	\$ 133,176.58
	2	\$ 67.22	\$ 11,652.03	\$ 139,824.31
	3	\$ 70.58	\$ 12,234.55	\$ 146,814.54
	4	\$ 74.12	\$ 12,847.28	\$ 154,167.34
	5	\$ 77.82	\$ 13,488.55	\$ 161,862.59
	6	\$ 81.71	\$ 14,162.98	\$ 169,955.72
	7	\$ 85.79	\$ 14,871.13	\$ 178,453.51
6185 INFORMATION TECHNOLOGY SERVICES MANAGER	1	\$ 65.01	\$ 11,269.05	\$ 135,228.65
	2	\$ 68.26	\$ 11,832.51	\$ 141,990.09
	3	\$ 71.68	\$ 12,424.13	\$ 149,089.60
	4	\$ 75.26	\$ 13,045.34	\$ 156,544.07
	5	\$ 79.02	\$ 13,697.61	\$ 164,371.28
	6	\$ 82.98	\$ 14,382.49	\$ 172,589.84
	7	\$ 87.12	\$ 15,101.61	\$ 181,219.33

**CITY OF COVINA**  
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**SALARY SCHEDULE EFFECTIVE JUNE 26, 2027**

DESCRIPTION	STEP	HOURLY	MONTHLY	ANNUAL
6180 INFORMATION TECHNOLOGY TECHNICIAN	1	\$ 34.16	\$ 5,920.69	\$ 71,048.28
	2	\$ 35.87	\$ 6,216.72	\$ 74,600.69
	3	\$ 37.66	\$ 6,527.56	\$ 78,330.73
	4	\$ 39.54	\$ 6,853.94	\$ 82,247.26
	5	\$ 41.52	\$ 7,196.64	\$ 86,359.63
	6	\$ 43.60	\$ 7,556.47	\$ 90,677.61
	7	\$ 45.77	\$ 7,934.29	\$ 95,211.49
6148 LIBRARIAN I	1	\$ 34.88	\$ 6,045.11	\$ 72,541.29
	2	\$ 36.62	\$ 6,347.36	\$ 76,168.36
	3	\$ 38.45	\$ 6,664.73	\$ 79,976.78
	4	\$ 40.37	\$ 6,997.97	\$ 83,975.62
	5	\$ 42.39	\$ 7,347.87	\$ 88,174.40
	6	\$ 44.51	\$ 7,715.26	\$ 92,583.12
	7	\$ 46.74	\$ 8,101.02	\$ 97,212.27
6149 LIBRARIAN II	1	\$ 37.58	\$ 6,514.47	\$ 78,173.63
	2	\$ 39.46	\$ 6,840.19	\$ 82,082.31
	3	\$ 41.44	\$ 7,182.20	\$ 86,186.42
	4	\$ 43.51	\$ 7,541.31	\$ 90,495.75
	5	\$ 45.68	\$ 7,918.38	\$ 95,020.53
	6	\$ 47.97	\$ 8,314.30	\$ 99,771.56
	7	\$ 50.37	\$ 8,730.01	\$ 104,760.13
6147 LIBRARY MANAGER	1	\$ 53.68	\$ 9,304.17	\$ 111,650.09
	2	\$ 56.36	\$ 9,769.38	\$ 117,232.59
	3	\$ 59.18	\$ 10,257.85	\$ 123,094.23
	4	\$ 62.14	\$ 10,770.74	\$ 129,248.93
	5	\$ 65.25	\$ 11,309.28	\$ 135,711.39
	6	\$ 68.51	\$ 11,874.75	\$ 142,496.97
	7	\$ 71.93	\$ 12,468.48	\$ 149,621.81
6146 LIBRARY SERVICES SUPERVISOR	1	\$ 41.68	\$ 7,225.22	\$ 86,702.58
	2	\$ 43.76	\$ 7,584.84	\$ 91,018.09
	3	\$ 45.95	\$ 7,964.45	\$ 95,573.35
	4	\$ 48.24	\$ 8,362.21	\$ 100,346.55
	5	\$ 50.66	\$ 8,781.78	\$ 105,381.33
	6	\$ 53.20	\$ 9,220.87	\$ 110,650.40
	7	\$ 55.86	\$ 9,681.91	\$ 116,182.93
6141 LITERACY PROGRAM COORDINATOR	1	\$ 36.91	\$ 6,397.10	\$ 76,765.16
6142	2	\$ 38.75	\$ 6,716.08	\$ 80,592.95
	3	\$ 40.69	\$ 7,052.52	\$ 84,630.22
	4	\$ 42.72	\$ 7,404.83	\$ 88,857.92
	5	\$ 44.86	\$ 7,776.18	\$ 93,314.13
	6	\$ 47.11	\$ 8,164.99	\$ 97,979.84
	7	\$ 49.46	\$ 8,573.24	\$ 102,878.83

**CITY OF COVINA**  
**MID-MANAGEMENT, SUPERVISORY AND PROFESSIONAL, AND**  
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**SALARY SCHEDULE EFFECTIVE JUNE 26, 2027**

DESCRIPTION	STEP	HOURLY	MONTHLY	ANNUAL
6150 MANAGEMENT ANALYST	1	\$ 37.81	\$ 6,553.65	\$ 78,643.84
6550	2	\$ 39.70	\$ 6,881.92	\$ 82,583.00
	3	\$ 41.68	\$ 7,225.18	\$ 86,702.17
	4	\$ 43.77	\$ 7,586.77	\$ 91,041.28
	5	\$ 45.96	\$ 7,966.69	\$ 95,600.33
	6	\$ 48.26	\$ 8,365.03	\$ 100,380.35
	7	\$ 50.67	\$ 8,783.28	\$ 105,399.37
6160 MANAGEMENT ANALYST TRAINEE	1	\$ 29.90	\$ 5,182.58	\$ 62,190.92
6161	2	\$ 31.39	\$ 5,441.78	\$ 65,301.40
	3	\$ 32.96	\$ 5,713.33	\$ 68,559.98
	4	\$ 34.61	\$ 5,998.77	\$ 71,985.19
	5	\$ 36.34	\$ 6,298.09	\$ 75,577.03
	6	\$ 38.15	\$ 6,612.99	\$ 79,355.89
	7	\$ 40.06	\$ 6,943.64	\$ 83,323.68
6451 NEIGHBORHOOD PRESERVATION MANAGER	1	\$ 58.19	\$ 10,085.80	\$ 121,029.64
	2	\$ 61.10	\$ 10,590.09	\$ 127,081.12
	3	\$ 64.15	\$ 11,119.60	\$ 133,435.17
	4	\$ 67.36	\$ 11,675.58	\$ 140,106.93
	5	\$ 70.73	\$ 12,259.36	\$ 147,112.28
	6	\$ 74.26	\$ 12,872.32	\$ 154,467.89
	7	\$ 77.98	\$ 13,515.94	\$ 162,191.29
6110 NEIGHBORHOOD PRESERVATION SUPERVISOR	1	\$ 43.75	\$ 7,583.31	\$ 90,999.72
	2	\$ 45.94	\$ 7,962.48	\$ 95,549.71
	3	\$ 48.23	\$ 8,360.60	\$ 100,327.20
	4	\$ 50.65	\$ 8,778.63	\$ 105,343.56
	5	\$ 53.18	\$ 9,217.56	\$ 110,610.73
	6	\$ 55.84	\$ 9,678.44	\$ 116,141.27
	7	\$ 58.63	\$ 10,162.36	\$ 121,948.33
6356 PARKS AND BUILDING SUPERINTENDENT	1	\$ 42.52	\$ 7,369.72	\$ 88,436.63
	2	\$ 44.64	\$ 7,738.20	\$ 92,858.46
	3	\$ 46.88	\$ 8,125.11	\$ 97,501.38
	4	\$ 49.22	\$ 8,531.37	\$ 102,376.45
	5	\$ 51.68	\$ 8,957.94	\$ 107,495.27
	6	\$ 54.26	\$ 9,405.84	\$ 112,870.04
	7	\$ 56.98	\$ 9,876.13	\$ 118,513.54
6230 PARKS AND RECREATION MANAGER	1	\$ 53.68	\$ 9,304.17	\$ 111,650.09
	2	\$ 56.36	\$ 9,769.38	\$ 117,232.59
	3	\$ 59.18	\$ 10,257.85	\$ 123,094.23
	4	\$ 62.14	\$ 10,770.74	\$ 129,248.93
	5	\$ 65.25	\$ 11,309.28	\$ 135,711.39
	6	\$ 68.51	\$ 11,874.75	\$ 142,496.97
	7	\$ 71.93	\$ 12,468.48	\$ 149,621.81

**CITY OF COVINA**  
**MID-MANAGEMENT, SUPERVISORY AND PROFESSIONAL, AND**  
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**SALARY SCHEDULE EFFECTIVE JUNE 26, 2027**

DESCRIPTION	STEP	HOURLY	MONTHLY	ANNUAL
6105 PARKS AND RECREATION SUPERVISOR	1	\$ 41.68	\$ 7,225.22	\$ 86,702.58
	2	\$ 43.76	\$ 7,584.84	\$ 91,018.09
	3	\$ 45.95	\$ 7,964.45	\$ 95,573.35
	4	\$ 48.24	\$ 8,362.21	\$ 100,346.55
	5	\$ 50.66	\$ 8,781.78	\$ 105,381.33
	6	\$ 53.20	\$ 9,220.87	\$ 110,650.40
	7	\$ 55.86	\$ 9,681.91	\$ 116,182.93
6190 PARKS MAINTENANCE SUPERVISOR	1	\$ 41.68	\$ 7,225.22	\$ 86,702.58
	2	\$ 43.76	\$ 7,584.84	\$ 91,018.09
	3	\$ 45.95	\$ 7,964.45	\$ 95,573.35
	4	\$ 48.24	\$ 8,362.21	\$ 100,346.55
	5	\$ 50.66	\$ 8,781.78	\$ 105,381.33
	6	\$ 53.20	\$ 9,220.87	\$ 110,650.40
	7	\$ 55.86	\$ 9,681.91	\$ 116,182.93
6055 PAYROLL TECHNICIAN	1	\$ 30.77	\$ 5,333.16	\$ 63,997.95
	2	\$ 32.31	\$ 5,599.82	\$ 67,197.81
	3	\$ 33.92	\$ 5,879.80	\$ 70,557.64
	4	\$ 35.62	\$ 6,173.80	\$ 74,085.65
	5	\$ 37.40	\$ 6,482.49	\$ 77,789.82
	6	\$ 39.27	\$ 6,806.61	\$ 81,679.31
	7	\$ 41.23	\$ 7,146.94	\$ 85,763.28
6056 PAYROLL ANALYST	1	\$ 37.81	\$ 6,553.65	\$ 78,643.84
	2	\$ 39.70	\$ 6,881.92	\$ 82,583.00
	3	\$ 41.68	\$ 7,225.18	\$ 86,702.17
	4	\$ 43.77	\$ 7,586.77	\$ 91,041.28
	5	\$ 45.96	\$ 7,966.69	\$ 95,600.33
	6	\$ 48.26	\$ 8,365.03	\$ 100,380.35
	7	\$ 50.67	\$ 8,783.28	\$ 105,399.37
6120 PERMIT TECHNICIAN	1	\$ 28.42	\$ 4,926.43	\$ 59,117.22
	2	\$ 29.84	\$ 5,172.76	\$ 62,073.08
	3	\$ 31.33	\$ 5,431.40	\$ 65,176.74
	4	\$ 32.90	\$ 5,702.96	\$ 68,435.57
	5	\$ 34.55	\$ 5,988.11	\$ 71,857.36
	6	\$ 36.27	\$ 6,287.52	\$ 75,450.22
	7	\$ 38.09	\$ 6,601.89	\$ 79,222.73
6481 PLANNING MANAGER	1	\$ 56.40	\$ 9,775.77	\$ 117,309.21
	2	\$ 59.22	\$ 10,264.56	\$ 123,174.68
	3	\$ 62.18	\$ 10,777.78	\$ 129,333.41
	4	\$ 65.29	\$ 11,316.67	\$ 135,800.08
	5	\$ 68.55	\$ 11,882.51	\$ 142,590.09
	6	\$ 71.98	\$ 12,476.63	\$ 149,719.60
	7	\$ 75.58	\$ 13,100.46	\$ 157,205.58

**CITY OF COVINA**  
**MID-MANAGEMENT, SUPERVISORY AND PROFESSIONAL, AND**  
**CONFIDENTIAL AND TECHNICAL EMPLOYEES**  
**SALARY SCHEDULE EFFECTIVE JUNE 26, 2027**

DESCRIPTION	STEP	HOURLY	MONTHLY	ANNUAL
6234 PUBLIC WORKS MANAGER - ENGINEERING AND CAPITAL IMPROVEMENT	1	\$ 55.29	\$ 9,584.09	\$ 115,009.03
	2	\$ 58.06	\$ 10,063.29	\$ 120,759.49
	3	\$ 60.96	\$ 10,566.45	\$ 126,797.46
	4	\$ 64.01	\$ 11,094.78	\$ 133,137.34
	5	\$ 67.21	\$ 11,649.52	\$ 139,794.20
	6	\$ 70.57	\$ 12,231.99	\$ 146,783.92
	7	\$ 74.10	\$ 12,843.59	\$ 154,123.11
6235 PUBLIC WORKS MANAGER - ENVIRONMENTAL AND UTILITY SERVICES	1	\$ 55.29	\$ 9,584.09	\$ 115,009.03
	2	\$ 58.06	\$ 10,063.29	\$ 120,759.49
	3	\$ 60.96	\$ 10,566.45	\$ 126,797.46
	4	\$ 64.01	\$ 11,094.78	\$ 133,137.34
	5	\$ 67.21	\$ 11,649.52	\$ 139,794.20
	6	\$ 70.57	\$ 12,231.99	\$ 146,783.92
	7	\$ 74.10	\$ 12,843.59	\$ 154,123.11
6035 RECORDS TECHNICIAN	1	\$ 27.85	\$ 4,827.72	\$ 57,932.63
	2	\$ 29.24	\$ 5,069.09	\$ 60,829.05
	3	\$ 30.70	\$ 5,321.84	\$ 63,862.02
	4	\$ 32.24	\$ 5,587.51	\$ 67,050.14
	5	\$ 33.85	\$ 5,867.77	\$ 70,413.24
	6	\$ 35.55	\$ 6,161.16	\$ 73,933.90
	7	\$ 37.32	\$ 6,469.22	\$ 77,630.60
6231 RECREATION & LIBRARY SERVICES MANAGER	1	\$ 53.68	\$ 9,304.17	\$ 111,650.09
	2	\$ 56.36	\$ 9,769.38	\$ 117,232.59
	3	\$ 59.18	\$ 10,257.85	\$ 123,094.23
	4	\$ 62.14	\$ 10,770.74	\$ 129,248.93
	5	\$ 65.25	\$ 11,309.28	\$ 135,711.39
	6	\$ 68.51	\$ 11,874.75	\$ 142,496.97
	7	\$ 71.93	\$ 12,468.48	\$ 149,621.81
6310 SAFETY COORDINATOR	1	\$ 43.95	\$ 7,617.67	\$ 91,412.06
	2	\$ 46.14	\$ 7,998.07	\$ 95,976.83
	3	\$ 48.45	\$ 8,397.89	\$ 100,774.70
	4	\$ 50.88	\$ 8,818.76	\$ 105,825.09
	5	\$ 53.42	\$ 9,259.05	\$ 111,108.58
	6	\$ 56.09	\$ 9,722.00	\$ 116,664.02
	7	\$ 58.89	\$ 10,208.10	\$ 122,497.22
6280 SENIOR ACCOUNTANT	1	\$ 38.25	\$ 6,629.87	\$ 79,558.49
	2	\$ 40.16	\$ 6,961.36	\$ 83,536.35
	3	\$ 42.17	\$ 7,309.44	\$ 87,713.26
	4	\$ 44.28	\$ 7,674.90	\$ 92,098.84
	5	\$ 46.49	\$ 8,058.65	\$ 96,703.84
	6	\$ 48.82	\$ 8,461.59	\$ 101,539.03
	7	\$ 51.26	\$ 8,884.66	\$ 106,615.98



**CITY OF COVINA**  
**MID-MANAGEMENT, SUPERVISORY AND PROFESSIONAL, AND**  
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**SALARY SCHEDULE EFFECTIVE JUNE 26, 2027**

DESCRIPTION	STEP	HOURLY	MONTHLY	ANNUAL
6090 SENIOR ADMINISTRATIVE TECHNICIAN	1	\$ 30.04	\$ 5,206.18	\$ 62,474.19
	2	\$ 31.54	\$ 5,467.13	\$ 65,605.50
	3	\$ 33.12	\$ 5,740.72	\$ 68,888.62
	4	\$ 34.77	\$ 6,026.96	\$ 72,323.54
	5	\$ 36.51	\$ 6,329.02	\$ 75,948.28
	6	\$ 38.34	\$ 6,645.48	\$ 79,745.70
	7	\$ 40.26	\$ 6,977.75	\$ 83,732.98
6255 SENIOR HOUSING/CDBG ECONOMIC DEVELOPMENT MANAGER	1	\$ 54.75	\$ 9,490.33	\$ 113,883.99
	2	\$ 57.48	\$ 9,964.00	\$ 119,567.99
	3	\$ 60.36	\$ 10,462.36	\$ 125,548.27
	4	\$ 63.38	\$ 10,985.40	\$ 131,824.75
	5	\$ 66.55	\$ 11,534.67	\$ 138,415.99
	6	\$ 69.87	\$ 12,111.40	\$ 145,336.77
	7	\$ 73.37	\$ 12,716.97	\$ 152,603.62
6325 SENIOR HUMAN RESOURCES ANALYST	1	\$ 43.95	\$ 7,617.67	\$ 91,412.06
	2	\$ 46.14	\$ 7,998.07	\$ 95,976.83
	3	\$ 48.45	\$ 8,397.89	\$ 100,774.70
	4	\$ 50.88	\$ 8,818.76	\$ 105,825.09
	5	\$ 53.42	\$ 9,259.05	\$ 111,108.58
	6	\$ 56.09	\$ 9,722.00	\$ 116,664.02
	7	\$ 58.89	\$ 10,208.10	\$ 122,497.22
6300 SENIOR MANAGEMENT ANALYST 6301	1	\$ 43.95	\$ 7,617.67	\$ 91,412.06
	2	\$ 46.14	\$ 7,998.07	\$ 95,976.83
	3	\$ 48.45	\$ 8,397.89	\$ 100,774.70
	4	\$ 50.88	\$ 8,818.76	\$ 105,825.09
	5	\$ 53.42	\$ 9,259.05	\$ 111,108.58
	6	\$ 56.09	\$ 9,722.00	\$ 116,664.02
	7	\$ 58.89	\$ 10,208.10	\$ 122,497.22
6057 SENIOR PAYROLL ANALYST	1	\$ 43.95	\$ 7,617.67	\$ 91,412.06
	2	\$ 46.14	\$ 7,998.07	\$ 95,976.83
	3	\$ 48.45	\$ 8,397.89	\$ 100,774.70
	4	\$ 50.88	\$ 8,818.76	\$ 105,825.09
	5	\$ 53.42	\$ 9,259.05	\$ 111,108.58
	6	\$ 56.09	\$ 9,722.00	\$ 116,664.02
	7	\$ 58.89	\$ 10,208.10	\$ 122,497.22
6305 SENIOR PLANNER	1	\$ 46.07	\$ 7,985.16	\$ 95,821.96
	2	\$ 48.38	\$ 8,385.31	\$ 100,623.75
	3	\$ 50.80	\$ 8,804.90	\$ 105,658.83
	4	\$ 53.33	\$ 9,243.93	\$ 110,927.21
	5	\$ 56.00	\$ 9,707.26	\$ 116,487.14
	6	\$ 58.80	\$ 10,192.62	\$ 122,311.49
	7	\$ 61.74	\$ 10,702.26	\$ 128,427.07

**CITY OF COVINA**  
**MID-MANAGEMENT, SUPERVISORY AND PROFESSIONAL, AND**  
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**SALARY SCHEDULE EFFECTIVE JUNE 26, 2027**

DESCRIPTION	STEP	HOURLY	MONTHLY	ANNUAL
6330 STREET MAINTENANCE SUPERVISOR	1	\$ 38.88	\$ 6,739.15	\$ 80,869.74
	2	\$ 40.82	\$ 7,076.10	\$ 84,913.22
	3	\$ 42.86	\$ 7,429.91	\$ 89,158.89
	4	\$ 45.01	\$ 7,801.40	\$ 93,616.82
	5	\$ 47.26	\$ 8,191.47	\$ 98,297.67
	6	\$ 49.62	\$ 8,601.05	\$ 103,212.56
	7	\$ 52.10	\$ 9,031.10	\$ 108,373.18
6354 STREETS AND SEWER SUPERINTENDENT	1	\$ 52.70	\$ 9,135.27	\$ 109,623.23
	2	\$ 55.34	\$ 9,592.03	\$ 115,104.39
	3	\$ 58.11	\$ 10,071.63	\$ 120,859.61
	4	\$ 61.01	\$ 10,575.22	\$ 126,902.59
	5	\$ 64.06	\$ 11,103.98	\$ 133,247.73
	6	\$ 67.26	\$ 11,659.18	\$ 139,910.11
	7	\$ 70.63	\$ 12,242.13	\$ 146,905.62
6351 WATER DISTRIBUTION SUPERVISOR	1	\$ 44.95	\$ 7,792.00	\$ 93,504.05
	2	\$ 47.20	\$ 8,181.60	\$ 98,179.25
	3	\$ 49.56	\$ 8,590.68	\$ 103,088.21
	4	\$ 52.04	\$ 9,020.22	\$ 108,242.62
	5	\$ 54.64	\$ 9,471.23	\$ 113,654.76
	6	\$ 57.37	\$ 9,944.79	\$ 119,337.50
	7	\$ 60.24	\$ 10,442.03	\$ 125,304.37
6352 WATER SYSTEMS SUPERVISOR	1	\$ 40.61	\$ 7,039.61	\$ 84,475.32
	2	\$ 42.64	\$ 7,391.59	\$ 88,699.09
	3	\$ 44.78	\$ 7,761.17	\$ 93,134.04
	4	\$ 47.01	\$ 8,149.23	\$ 97,790.76
	5	\$ 49.37	\$ 8,556.69	\$ 102,680.29
	6	\$ 51.83	\$ 8,984.53	\$ 107,814.31
	7	\$ 54.43	\$ 9,433.75	\$ 113,205.02
6353 WATER UTILITY SUPERINTENDENT	1	\$ 56.04	\$ 9,713.94	\$ 116,567.31
	2	\$ 58.84	\$ 10,199.64	\$ 122,395.66
	3	\$ 61.79	\$ 10,709.62	\$ 128,515.46
	4	\$ 64.88	\$ 11,245.10	\$ 134,941.22
	5	\$ 68.12	\$ 11,807.36	\$ 141,688.29
	6	\$ 71.53	\$ 12,397.72	\$ 148,772.69
	7	\$ 75.10	\$ 13,017.61	\$ 156,211.33



## CC Regular Meeting

# AGENDA ITEM REPORT

**Meeting:** August 5, 2025

**Title:** Amending the FY 25-26 Operating Budget and Professional Services Agreement with IPME for The Design and Permitting of Two (2) Pre-Fabricated Units at Covina Recreation Village in an Amount not to Exceed \$100,000

**Presented by:** Brian K. Lee, AICP, Deputy City Manager/Community Development Director

**Recommendation:** Approve a Professional Services Agreement with International Port Management Enterprise ("IPME") Corporation for the design and permitting of two pre-fabricated container units consisting of a public bathroom and commercial space to be located at the Covina Recreation Village Park site (640-680 N Citrus Avenue).

### EXECUTIVE SUMMARY/BACKGROUND:

As part of the Covina Recreation Village (CRV) Project, two pre-fabricated units are proposed to be installed along the exterior west side of the park facility, adjacent to the gymnasium and oriented toward the main entrance and dog park (Refer to Attachment A). These units will include a public restroom and a commercial booth. The commercial booth is intended to diversify programming and enhance visitor experience by offering additional amenities within the park. This dedicated space is expected to increase the variety of activities and the length of visits at the Village. Additionally, City staff are exploring options for programming the proposed commercial unit. The design and purchase of these units will be presented at a future City Council meeting for discussion and direction. At this time, staff recommends that the City Council adopt Resolution CC 2025-102 to appropriate \$100,000 from the General Fund to support this effort and approve a Professional Services Agreement with IPME Corporation in an amount not to exceed \$100,000 for the design, construction document creation, permitting, and construction administration of the potential two pre-fabricated container units.

### DISCUSSION:

Based in Compton, CA, IPME specializes in custom modular construction using both new and repurposed shipping containers. The company has completed several high-profile projects, including Downtown Container Park in Las Vegas, Nevada (an open-air shopping center featuring a children's playground and several retail spaces and built using 78 shipping containers), and the SteelCraft Shipping Container Mall in Bixby Knolls, California, near Long Beach (This project is also an open-air style shopping center and local hangout spot). In addition to these larger developments, IPME has also delivered projects similar and scale and scope to the proposed CRV installation, such as the custom container unit built for Whispering Lakes Golf Course in Ontario, CA. This project featured a two-story container structure with a ground-floor service area and exterior seating, as well as a rooftop deck offering additional space for public use. A similar design is proposed to be explored should the PSA with IPME be approved.

As proposed, IPME, Inc. is responsible for the design and concept of the project, as well as the required construction documents, permitting, and administration should the Council elect at a later date to move forward with future proposed designs. Upon the City Council's authorization to move forward with the design and related components, City staff shall begin coordinating with the vendor to design custom-engineered units that will aesthetically align with the colors and design features of the overall Covina Recreation Village Project.

The design and construction documents will take approximately six weeks to produce.

**FISCAL IMPACT:**

The cost associated with this task is \$100,000 and will be funded by appropriations from Measure CC fund balance (1095-0000-59140-P2202). The attached Resolution 2025-102 proposes to amend the Fiscal Year 2025-2026 Operating Budget, transferring the requested monies to account 46003400-55100-P2202 from Measure CC as follows:

Account Number	Account Title	Original Budget	Increase	Amended Budget
10950000-59140-P2202	Transfer-Capital Projects Fund	\$100,000	\$100,000	\$200,000
46003400-49100-P2202	Transfer – General Fund	\$0	\$100,000	\$100,000
46003400-55100-P2202	Buildings and Structures	\$0	\$100,000	\$100,000

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

This action is covered by the general rule that CEQA only applies to projects that have the potential to cause a significant effect on the environment (CEQA Guidelines Section 15061 (b)(3)).

Respectfully submitted,

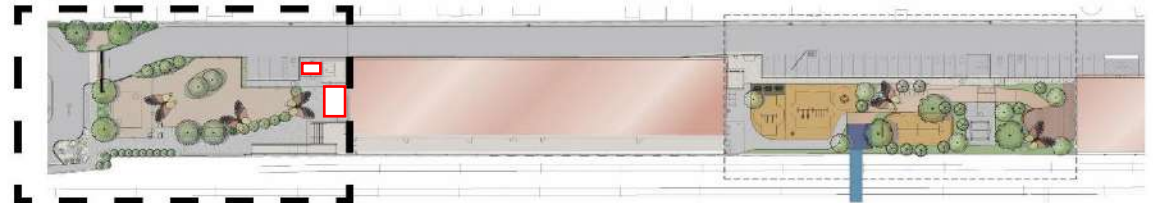


Brian K. Lee, AICP  
Deputy City Manager/Director of Community Development

## Attachment A

### Location of proposed custom modular container units

Key Map



### CRV Western Improvements







## Attachment B

### IPME Corporation Examples of Recent Works



Figure 1. Container Park Entrance (Las Vegas, NV)



Figure 2. Container Park Retail Front (Las Vegas, NV)



*Figure 3. Container Park: a look inside the shopping center (Las Vegas, NV)*



*Figure 4. SteelCraft Shopping Mall front entrance (Bixby Knolls, CA)*





Figure 5. SteelCraft - a look inside the shopping mall



Figure 6. Flying Goose two-story container unit located at Whispering Lakes Golf Course (Ontario, CA)



**RESOLUTION CC 2025-102**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, AMENDING THE FISCAL YEAR 2025-2026 OPERATING BUDGET APPROPRIATING \$100,000 IN MEASURE CC MONIES TO ACCOUNT 46003400-55100-P2202 FOR TWO CUSTOM MODULAR CONTAINER UNITS TO BE INSTALLED AT COVINA RECREATION VILLAGE**

**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 budget for the City of Covina for fiscal year commencing July 1, 2025 and ending on June 30, 2026 was approved on May 6, 2025; and

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

**WHEREAS**, on occasion, the City Council will deem it necessary to amend the Operating Budget to create a budget allocation to facilitate a project the City Council deems necessary and important; and

**WHEREAS**, those amendments (allocations) to the Budget shall be by approval and memorialized by Resolution of the City Council; and

**WHEREAS**, The City Council of the City of Covina wishes to amend the FY 2025-2026 Operating Budget, appropriating \$100,000 from Measure CC into account 4600-3400-55100-P2202 for the purpose of the design, permitting, and construction administration of two pre-fabricated modular shipping container units (to be used as a public restroom facility and commercial/service space) located at the Covina Recreation Village Park Project.

**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 reflecting an appropriation of \$75,000 from the Measure CC Fund as follows:

Account Number	Account Title	Original Budget	Increase	Amended Budget
10950000-59140-P2202	Transfer-Capital Projects Fund	\$100,000	\$100,000	\$200,000
46003400-49100-P2202	Transfer – General Fund	\$0	\$100,000	\$100,000
46003400-55100-P2202	Buildings and Structures	\$0	\$100,000	\$100,000

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

**APPROVED** and **PASSED** this 5<sup>th</sup> day of August, 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 2025-102 was duly adopted by the City Council of the City of Covina at a regular meeting held on the 5<sup>th</sup> day of August, 2025, by the following vote:

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

Dated:

\_\_\_\_\_  
FABIAN VELEZ, Chief Deputy City Clerk

## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is dated August 5<sup>th</sup>, 2025 (“Effective Date”) and is between the City of Covina, a California municipal corporation (“City”) and IPME Corporation, 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 design, create construction documents, permit, and provide construction administration of two potential pre-fabricated container units for use at Covina Recreation Village Park (640-680 N. Citrus Avenue).

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 August 5, 2026, unless sooner terminated as provided in Section 14 of this Agreement. The City may, upon mutual agreement, extend the contract for one additional one year term. In no event shall the contract be extended beyond August 5, 2027.

**2. Compensation.**

A. Compensation. As full compensation for Consultant’s services provided under this Agreement, City shall pay Consultant an amount not to exceed One Hundred Thousand Dollars (\$100,000) (the “maximum compensation”), 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.

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.

A. 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.

ATTACHMENT D

### **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 Matt Cool, Operations Manager (the "Consultant Representative"). The Consultant Representative shall directly manage Consultant's services under this Agreement. Consultant shall not change the Consultant Time for Performance. Consultant shall commence the services on the Effective Date and shall perform all services in conformance with the project timeline, attached hereto as **Exhibit C**.

C. 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.

D. 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.

E. 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.

F. 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. Indemnity for Design Professional Services. To the fullest extent permitted by law, Consultant shall, at its sole cost and expense, protect, indemnify and hold harmless 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, judgments, penalties, liens and losses of any nature

whatsoever, including fees of accountants, attorneys or other professionals, and all costs associated therewith, and reimbursement of attorney's fees and costs of defense (collectively "Liabilities"), whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to, in whole or in part, the negligence, recklessness or willful misconduct of Consultant, its officers, agents, servants, employees, subcontractors, material men, 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 design professional services under this Agreement by a "design professional," as the term is defined under California Civil Code Section 2782.8(c)(2).

**B. Other Indemnities.**

1) Other than in the performance of design professional services, and to the fullest extent permitted by law, Consultant shall, at its sole cost and expense, defend, hold harmless and indemnify the Indemnitees from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, 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 "Claims"), 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 Claims 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 Claim 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 the 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 B. 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 indemnities, Consultant shall be fully responsible and indemnify,

hold harmless and defend the Indemnitees from and against any and all Claims 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 Claims 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.

C. Workers' Compensation Acts not Limiting. Consultant's 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.

D. 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. This hold harmless and indemnification provisions in this Section 10 shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liability, Claim, tax, assessment, penalty or interest asserted against City.

E. Survival of Terms. The indemnification in 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 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) 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: Daniella Andrade  
City of Covina  
125 E. College Street|  
Covina, California 91723  
[dandrade@covinaca.gov](mailto:dandrade@covinaca.gov)

If to Consultant:  
Attn: Matt Cool  
IMPE  
19523 S Susana Rd  
Compton, California 90221  
[mattc@goipme.com](mailto:mattc@goipme.com)

**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, B, and C** 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:

Consultant:



City of Covina,  
a California municipal corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Name: Fabian Velez  
Title: Chief Deputy City Clerk

IPME CORPORATION  
a California Corporation

By: \_\_\_\_\_  
Name: Bill Hinchcliff  
Title: CEO

By: \_\_\_\_\_  
Name: Matt Cool  
Title: Sales Manager

*(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**

**COVINA MODULES**

7/31/2025



Discipline	Concept Design 3 weeks	Construction Documents 3 weeks	State Permit/ Approvals Processing * 2 weeks	Construction Administration est. 3 months	Total
Architectural	\$12,500	\$26,500	\$3,000	Included in Fabrication contract	\$42,000
Structural Engineer	-	\$14,500	-	Included in Fabrication contract	\$14,500
MEP Engineer	-	\$17,500	-	Included in Fabrication contract	\$17,500
Subtotal	\$12,500	\$58,500	\$3,000	-	\$74,000

\* Refer to scope document. State plan check fees are not included and will be invoiced as a reimbursable expense.

**EXHIBIT B**  
**SCOPE OF SERVICES**

**COVINA MODULES**

7/31/2025



Discipline	Concept Design 3 weeks	Construction Documents 3 weeks	State Permit/ Approvals Processing * 2 weeks	Construction Administration est. 3 months	Total
Architectural	\$12,500	\$26,500	\$3,000	Included in Fabrication contract	\$42,000
Structural Engineer	-	\$14,500	-	Included in Fabrication contract	\$14,500
MEP Engineer	-	\$17,500	-	Included in Fabrication contract	\$17,500
Subtotal	\$12,500	\$58,500	\$3,000	-	\$74,000

\* Refer to scope document. State plan check fees are not included and will be invoiced as a reimbursable expense.

**EXHIBIT C**  
**PROJECT TIMELINE**

**COVINA MODULES**

7/31/2025



Discipline	Concept Design 3 weeks	Construction Documents 3 weeks	State Permit/ Approvals Processing * 2 weeks	Construction Administration est. 3 months	Total
Architectural	\$12,500	\$26,500	\$3,000	Included in Fabrication contract	\$42,000
Structural Engineer	-	\$14,500	-	Included in Fabrication contract	\$14,500
MEP Engineer	-	\$17,500	-	Included in Fabrication contract	\$17,500
Subtotal	\$12,500	\$58,500	\$3,000	-	\$74,000

\* Refer to scope document. State plan check fees are not included and will be invoiced as a reimbursable expense.







## CC Regular Meeting

# AGENDA ITEM REPORT

**Meeting:** August 5, 2025  
**Title:** Request for Approval to Convert Two Part-Time Positions into One Full-Time Office Assistant I Position  
**Presented by:** Fabian Velez, Chief Deputy City Clerk  
**Recommendation:** That the City Council Approve an Additional Full-Time Office Assistant Position.

### EXECUTIVE SUMMARY:

The City Clerk's Office (Office) is the custodian of City records and documents and serves as a neutral liaison between residents and government, helping to manage a variety of organizational responsibilities in accordance with State and local laws. Duties include the oversight of public meeting documents, maintenance of the City's Municipal Code, management of public records and providing public access to records and service as compliance officer for conflict of interest statements, campaign disclosures and ethics trainings.

Over the last several years, the Office has functioned with two full-time staff members and two part-time staff members. During this time, the Office has continued to experience a high volume of public records requests – with an average of roughly 40 requests per month. Additionally, the retention of part-time staff members has proven challenging, as existing trained staff depart to other public agencies for offers of full-time employment. As such, it is recommended that the City Council consider authorizing the conversion of an existing part-time staff member in the Office and another existing part-time staff member budgeted in Administration to a full-time position. The proposed staffing change will be funded through the combination of the two part-time positions and additional salary savings in the Administration Department.

### BACKGROUND/DISCUSSION:

The Office's budget consists of two full-time employees and three part-time employees. One of the part-time positions is currently vacant. Over the last several years, there has been an increased demand for services from the Office, which currently oversees the preparation of City Council agendas, elections, the City's boards and commissions program, public records requests, and city-wide records management and retention, among other support services for the City and public. Along with the increased demand, changes in laws have also increased the complexity of these tasks, which has caused further strain on the speed and quality of services.

The Office has received notice that there will soon be an upcoming vacancy for one of the part-time positions. This will create the third vacancy in the Office's part-time positions over a 12-month period due to more lucrative career opportunities at other agencies. The substitution of one part-time Administrative Intern position into a full-time Office Assistant I position will allow the Office to be able to recruit and retain talent and maintain the high level of service both internally and externally.

### FISCAL IMPACT:

The cost for the Office Assistant I is estimated to be \$64,400. This cost will be offset by savings realized with the two vacant part time positions, which will be removed from the budget, as well as other anticipated departmental cost savings.

### CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

Not applicable.

Respectfully submitted,

  
Fabian Velez  
Chief Deputy City Clerk



## CC Regular Meeting

# AGENDA ITEM REPORT

<b>Meeting:</b>	August 5, 2025
<b>Title:</b>	Consideration of Resolutions Authorizing Annexation of Territory to City of Covina Community Facilities District No. 2007-1 (Public Services) (Annexation No. 39), and to Call and Hold a Special Election (342 N. Hollenbeck Avenue, Covina)
<b>Presented by:</b>	Alana Mantilla, Economic Development Manager
<b>Recommendation:</b>	<ol style="list-style-type: none"><li>1. City Council to open the public hearing and consider public testimony and close the public hearing;</li><li>2. Adopt Resolution CC 2025-92, authorizing the annexation of territory to Community Facilities District No. 2007-1 (Annexation No. 39) and authorizing the levy of a special tax and submitting the levy of tax to the qualified electors;</li><li>3. Adopt Resolution CC 2025-93, calling a special election and submitting to the voters of Annexation No. 39 of City of Covina Community Facilities District No. 2007-1 (Public Services), propositions regarding the annual levy of special taxes within Annexation No. 39 to finance public services, and the establishment of an appropriations limit; and</li><li>4. Adopt Resolution CC 2025-94 making certain findings, certifying the results of an election and adding property to Community Facilities District No. 2007-1 (Public Services), Annexation No. 39.</li></ol>

### EXECUTIVE SUMMARY:

At the June 17, 2025, City Council meeting, the Council adopted the boundary map showing territory proposed to be annexed as Annexation No. 39, and declared its intention to authorize the annexation of that territory to Community Facilities District (CFD) No. 2007-1 (Public Services).

The purpose of the CFD is to finance the public safety and park services that are provided to the territory within the District beyond that provided by the City generally. In Fiscal Year 2025-2026, it has been determined that the cost of these services, for each additional single-family residential unit, will be \$889.46 per year. This program has been conceived with the intention that all future residential development, which results in a net increase of non-exempted residential units, would be required to annex to the CFD. The project at 342 N. Hollenbeck Avenue, Covina will have a total of one (1) new single-family residential unit. The special tax will be applicable to one (1) single-family residential unit in Annexation No. 39.

### DISCUSSION:

The purpose of the public hearing is to 1) authorize the annexation of territory to the CFD (Annexation No. 39); 2) call and hold an election of property owners within the CFD, and 3) authorize the levy of a special tax within Annexation No. 39 to the CFD. The related resolutions are hereby presented to the City Council, pursuant to the Conditions of Approval one (1) single-family residential unit to be built at 342 N. Hollenbeck Avenue, Covina, California.

Pursuant to the Conditions of Approval for development of a single-family development at 342 N. Hollenbeck Avenue, Covina, the applicant 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 opted to annex into the CFD. Under the proposed CFD, in Fiscal Year 2025-2026, any newly constructed, non-exempted single-family residential unit is charged

\$889.46 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 unit. The Special Tax authorized by the CFD shall be levied on all units for which building permits were issued on or before May 1 of the preceding fiscal year.

**FISCAL IMPACT:**

The “Special Tax” authorized by the proposed Community Facilities District (CFD) will generate \$889.46 annually, based on one (1) new single-family residential unit at the FY 2025-2026 tax rate of \$889.46 per single-family unit and will be deposited to Account No. 2740-4800-45800. The Special Tax shall be used to pay for the following additional services in the District: 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):**

Staff has determined that the annexation of the does not constitute a “project” under the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines Section 15378(b)(4) because such annexation involves the creation of a government funding mechanism which does not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment.

Respectfully submitted,

  
Alana Mantilla  
Economic Development Manager

## **RESOLUTION CC 2025-92**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, AUTHORIZING THE ANNEXATION OF TERRITORY TO COMMUNITY FACILITIES DISTRICT NO. 2007-1 (ANNEXATION NO. 39) AND AUTHORIZING THE LEVY OF A SPECIAL TAX AND SUBMITTING THE LEVY OF TAX TO THE QUALIFIED ELECTORS**

**WHEREAS**, this Council, on June 17, 2025, adopted Resolution CC 2025-69 (hereafter referred to as the “Resolution of Intention”) stating its intention to annex territory to City of Covina Community Facilities District No. 2007-1 (Public Services) (“CFD No. 2007-1”), pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the “Act”); and

**WHEREAS**, a copy of the Resolution of Intention, which states the authorized services to be provided and financed by CFD No. 2007-1, and a description and map of the proposed boundaries of the territory to be annexed to CFD No. 2007-1 (“Annexation No. 39”), is on file with the City Clerk and the provisions thereof are fully incorporated herein by this reference as if fully set forth herein; and

**WHEREAS**, on the 5<sup>th</sup> of August, 2025, this Council held a noticed public hearing as required by the Act and the Resolution of Intention relative to the proposed annexation of territory to CFD No. 2007-1; and

**WHEREAS**, at said hearing all interested persons desiring to be heard on all matters pertaining to the annexation of territory to CFD No. 2007-1 and the levy of said special taxes within the area proposed to be annexed were heard and a full and fair hearing was held; and

**WHEREAS**, prior to the time fixed for said hearing, written protests had not been filed against the proposed annexation of territory to CFD No. 2007-1 by (i) 50% or more of the registered voters, or six registered voters, whichever is more, residing in CFD No. 2007-1, or (ii) 50% or more of the registered voters, or six registered voters, whichever is more, residing in the territory proposed to be annexed to CFD No. 2007-1, or (iii) owners of one-half or more of the area of land in the territory within CFD 2007-1 and not exempt from special tax, or (iv), owners of one-half or more of the area of land in the territory proposed to be annexed to CFD No. 2007-1 and not exempt from the special tax; and

**WHEREAS**, a boundary map for Annexation No. 39 to CFD No. 2007-1 has been filed with the County Recorder of the County of Los Angeles, which map shows the territory to be annexed in these proceedings, and a copy thereof is on file with the City Clerk.

**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.** All prior proceedings taken by this Council with respect to CFD No. 2007-1 and the proposed annexation of territory thereto have been duly considered and

ATTACHMENT A

are hereby determined to be valid and in conformity with the Act.

**SECTION 3. Boundaries.** The description and map of the boundaries of the territory to be annexed to CFD No. 2007-1, on file with the City Clerk, are hereby finally approved, are incorporated herein by reference, and shall be included within the boundaries of CFD No. 2007-1, and said territory is hereby annexed to CFD No. 2007-1, subject to voter approval of the levy of the special taxes therein as hereinafter provided.

**SECTION 4. Services.** The services which CFD No. 2007-1 is authorized to finance are in addition to those provided in or required for the territory within CFD No. 2007-1 and the territory to be annexed to CFD No. 2007-1 and will not be replacing services already available. A general description of the services to be financed 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. The Special Tax provides only partial funding for Public Services.

**SECTION 5. Special Taxes.** It is the intention of this City Council that, except where funds are otherwise available, a special tax sufficient to pay for said services to be provided in CFD No. 2007-1 and the territory proposed to be annexed as part of Annexation No. 39, 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 Annexation No. 39 from and after the annexation of such property to CFD No. 2007-1. The special taxes shall be those as originally authorized through the formation of CFD No. 2007-1 and adopted by Ordinance of this legislative body, and no changes or modifications are proposed in the special taxes from those as originally set forth and made applicable to CFD No. 2007-1.

For particulars as to the rate and method of apportionment of the proposed special tax (the "RMA"), reference is made to the attached and incorporated Exhibit "A," which sets forth in sufficient detail the method of apportionment to allow each landowner or resident within Annexation No. 39 to clearly estimate the maximum annual amount that said person will have to pay on said special tax.

**SECTION 6. Election.** The provisions of the Resolution of Intention of the City, each as heretofore adopted by this Council, are by this reference incorporated herein as if fully set forth herein.

- (a) Pursuant to the provisions of the Act, the proposition of the levy of the special tax within Annexation No. 39 shall be submitted to the voters within Annexation No. 39 at an election called therefore as

hereinafter provided. This Council hereby finds that twelve (12) or more persons have not been registered to vote within Annexation No. 39 for each of the 90 days preceding the close of the hearing heretofore conducted and concluded by this Council for the purposes of these annexation proceedings. Accordingly, and pursuant to Section 53326 of the Act, this Council finds that for purposes of these proceedings the qualified electors are the landowners within Annexation No. 39 and that the vote shall be by said landowners, each having one vote for each acre or portion thereof such landowner owns in Annexation No. 39.

- (b) Pursuant to Section 53326 of the Act, the election shall be conducted by mail ballot under applicable sections of the California Elections Code, commencing with Section 4000 of said code with respect to elections conducted by mail. The Council called a special election to consider the measures described and incorporated in the ballot, attached as Exhibit “B,” which election was held on August 5, 2025, (hereafter referred to as “Election Day”). The City Clerk was the election official to conduct the election and provided each landowner in the territory to be annexed to CFD No. 2007-1, a ballot in the form of Exhibit “B”, which form is hereby approved. The City Clerk has accepted the ballots of the qualified electors received prior to 7:30 p.m. on Election Day, whether received by mail or by personal delivery.
- (c) This Council hereby further finds that the provision of Section 53326 of the Act requiring a minimum of 90 days to elapse before said election is for the protection of voters, has been waived by the voters and the date for the election hereinabove specified is established accordingly.

**SECTION 7.** 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 5<sup>th</sup> day of August, 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 2025-92 was duly adopted by the City Council of the City of Covina at a regular meeting held on the 5<sup>th</sup> day August, 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**  
**FIRST AMENDED RATE AND METHOD OF APPORTIONMENT**

# FIRST AMENDED RATE AND METHOD OF APPORTIONMENT

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## 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**

<b>Tax Class</b>	<b>Description</b>	<b>Maximum Special Tax</b>
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.

**EXHIBIT B**  
**SAMPLE BALLOT**



OFFICIAL BALLOT  
SPECIAL ELECTION

City of Covina  
Community Facilities District No. 2007-1  
(Public Services)  
Annexation No. 39

This ballot is for a special landowner election. You must return this ballot in the enclosed postage paid envelope to the Office of the City Clerk of the City of Covina no later than 7:30 p.m. on August 5, 2025, either by mail or in person. Ballots received after the special election with a postmark of the special election date, or earlier date, shall not be considered. The City Clerk's office is located at 125 East College Street, Covina, California, 91723.

To vote, mark a cross (X) or a check mark in the voting square after the word "YES" or after the word "NO". All distinguishing marks otherwise made are forbidden and make the ballot void.

If you wrongly mark, tear, or deface this ballot, return it to the City Clerk of the City of Covina and obtain another.

**PROPOSITION A:** Shall special taxes be levied annually on taxable property within the territory to be annexed into the City of Covina Community Facilities District No. 2007-1 (Public Services), County of Los Angeles, State of California ("Annexation No. 39") and collected so long as the special taxes are needed to pay for police services, fire protection and suppression services, paramedic services, and park maintenance at the special tax rates and pursuant to and as described in the rate and method of apportionment ("RMA") attached hereto as Exhibit A and incorporated herein and as also set forth in the to the Resolution of Intention, Resolution No. 07-6578, adopted by the City Council of the City of Covina on May 1, 2007, and as amended by Resolution No. 09-6743?

☐ Yes

☐ No

**PROPOSITION B:** Shall an appropriations limit, as defined by subdivision (h) of Section 8 of Article XIII B of the California Constitution, be established for Annexation No. 39 to the City of Covina Community Facilities District No. 2007-1 (Public Services), County of Los Angeles, State of California, in the amount of \$100,000 per annum?

☐ Yes

☐ No

Number of votes: 1      Property Owner: Adams Park RE LLC

By: \_\_\_\_\_  
Joe Melendez

By: \_\_\_\_\_  
Gabriel Melendez



## **RESOLUTION CC 2025-93**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, CALLING A SPECIAL ELECTION AND SUBMITTING TO THE VOTERS OF ANNEXATION NO. 39 OF CITY OF COVINA COMMUNITY FACILITIES DISTRICT NO. 2007-1 (PUBLIC SERVICES) PROPOSITIONS REGARDING THE ANNUAL LEVY OF SPECIAL TAXES WITHIN ANNEXATION NO. 39 TO FINANCE PUBLIC SERVICES, AND THE ESTABLISHMENT OF AN APPROPRIATIONS LIMIT**

**WHEREAS**, pursuant to Section 53339.7 of the California Government Code the City Council (hereafter referred to as the “City Council”) of the City of Covina (the “City”) has adopted the resolution authorizing the annexation of territory to City of Covina Community Facilities District No. 2007-1 (Public Services), County of Los Angeles, State of California (“CFD No. 2007-1”); and

**WHEREAS**, by that resolution, the City Council called a special election on the propositions to be submitted to the voters of the territory proposed to be annexed to CFD No. 2007-1 (“Annexation No. 39”) with respect to the levy of special taxes therein for the financing of public services within CFD No. 2007-1; and

**WHEREAS**, pursuant to Section 53326 of the California Government Code, it is necessary that the City Council submit to the voters of Annexation No. 39 the annual levy of special taxes on taxable property within Annexation No. 39; and

**WHEREAS**, pursuant to Section 53325.7 of the California Government Code and the provisions of said Code, the City Council may also submit to the voters of Annexation No. 39 a proposition for the establishment of an appropriations limit for Annexation No. 39; and

**WHEREAS**, twelve (12) or more registered voters have not resided within the territory of Annexation No. 39 for each of the ninety (90) days preceding August 5, 2025.

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

**SECTION 1. Findings.** The City Council finds that: (i) the foregoing recitals are true and correct; (ii) 12 persons have not been registered to vote within the territory to be annexed to CFD No. 2007-1 for each of the 90 days preceding the close of the public hearing on August 5, 2025; (iii) pursuant to Section 53326 of the California Government Code, as a result of the findings set forth in clause (ii) above, the vote in the special election called by this resolution shall be by the landowners of the territory to be annexed to CFD No. 2007-1, whose property would be subject to the special taxes if they were levied at the time of the election, and each landowner shall have one vote for each acre, or portion thereof, which he or she owns within Annexation No. 39 which would be subject to the proposed special taxes if they were levied at the time of the election; (iv) the owners of all of the land in Annexation No. 39 by written consent (a) waived the time limits set forth in Section 53326 of the California Government Code

ATTACHMENT B

for holding the election called by this resolution and the election on the propositions (b) consented to the holding of the election on August 5, 2025, (c) waived notice and mailed notice of the time and date of the election, (d) waived an impartial analysis by the City Attorney of the ballot propositions pursuant to Section 9280 of the California Elections Code and arguments and rebuttals pursuant to Sections 9281 to 9287, inclusive, and 9295 of that Code, and mailing of a statement pursuant to Section 9401 of that Code, and (e) waived a synopsis of the measures to be included in the official ballot for said elections pursuant to Section 12111 of that Code; and (v) the City Clerk (hereafter referred to as the “City Clerk”) has consented to the holding of the election on August 5, 2025.

**SECTION 2. Call of Election.** The City Council hereby calls and schedules an election for August 5, 2025, on the proposition of the annual levy of special taxes on taxable property within Annexation No. 39 to CFD No. 2007-1 to finance public services within the CFD No. 2007-1, and on the proposition of the establishment of an appropriations limit for Annexation No. 39 to CFD No. 2007-1.

**SECTION 3. Propositions.** The propositions to be submitted to the voters of Annexation No. 39 at such special election shall be as follows:

***Proposition A:*** Shall special taxes be levied annually on taxable property within the territory to be annexed into the City of Covina Community Facilities District No. 2007-1 (Public Services), County of Los Angeles, State of California (“Annexation No. 39”); and collected so long as the special taxes are needed to pay for police services, fire protection and suppression services, paramedic services, and park maintenance at the special tax rates and pursuant to the method of apportioning the special taxes set forth in Exhibit “B” to the Resolution of Intention, Resolution No. 07-6578, adopted by the City Council of the City of Covina on May 1, 2007, and as amended by Resolution No. 09-6743.

***Proposition B:*** Shall an appropriations limit, as defined by subdivision (h) of Section 8 of Article XIII B of the California Constitution, be established for Annexation No. 39 to the City of Covina Community Facilities District No. 2007-1 (Public Services), County of Los Angeles, State of California, in the amount of \$100,000 per annum.

The First Amended Rate and Method of Apportionment is attached as Exhibit A.

**SECTION 4. Conduct of Election.** Except as otherwise provided in Section 5 hereof, the special election shall be conducted by the City Clerk in accordance with the provisions of the California Elections Code governing mail ballot elections of cities, and in particular the provisions of Division 4 (commencing with Section 4000), of that Code, insofar as they may be applicable.

**SECTION 5. Election Procedures.** The procedures to be followed in conducting the special election on (i) the proposition with respect to the levy of special taxes on taxable property within Annexation No. 39 to CFD No. 2007-1 to pay for public services, and (ii) the proposition with respect to the establishment of an appropriations limit for Annexation No. 39 to CFD No. 2007-1 in the amount of \$100,000 per annum shall be as follows:

(a) Pursuant to Section 53326 of the California Government Code, ballots for the special election shall be distributed to the qualified electors by the City Clerk by mail or by personal service.

(b) Pursuant to applicable sections of the California Elections Code governing the conduct of mail ballot elections of cities, and in particular Division 4 (commencing with Section 4000) of that Code with respect to election conducted by mail, the City Clerk, or designated official, shall mail or deliver to each qualified elector an official ballot in the appropriate form, and shall also mail or deliver to all such qualified electors a ballot pamphlet, instructions to voter, and a return identification envelope addressed to the City Clerk for the return of voted official ballots.

(c) The official ballot to be mailed or delivered by the City Clerk to each landowner-voter shall have printed or typed thereon the name of the landowner-voter and the number of votes to be voted by the landowner-voter.

(d) The return identification envelope mailed or delivered by the City Clerk to each landowner-voter shall have printed or typed thereon the following: (i) the name of the landowner, (ii) the address of the landowner, (iii) a declaration under penalty of perjury stating that the voter is the landowner or the authorized representative of the landowner entitled to vote the enclosed ballot and is the person whose name appears on the identification envelope, (iv) the printed name and signature of the voter, (v) the address of the voter, (vi) the date of signing and place of execution of the declaration, and (vii) a notice that the envelope contains an official ballot and is to be opened only by the City Clerk.

(e) The information to voter form to be delivered by the City Clerk to the landowner-voter shall inform them that the official ballot shall be returned to the City Clerk properly voted as provided thereon and with the certification appended thereto properly completed and signed in the sealed return identification envelope with the certification thereon completed and signed and all other information to be inserted thereon properly inserted by 7:30 p.m. on the 5<sup>th</sup> day of August, 2025; provided that if all qualified electors have voted, the election shall be closed with the concurrence of the City Clerk.

(f) Upon receipt of the return identification envelope, which are returned prior to the voting deadline on the date of the election, the City Clerk shall canvass the votes cast in the election, and shall file a statement with the City Council as to the results of such canvass and the election on each proposition set forth in the official ballot.

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

**APPROVED** and **PASSED** this 5<sup>th</sup> day of August, 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 2025-93 was duly adopted by the City Council of the City of Covina at a regular meeting held on the 5<sup>th</sup> day of August, 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**  
**FIRST AMENDED RATE AND METHOD OF APPORTIONMENT**

(Please see Exhibit A to Resolution CC 2025-92, Attachment A, in this same packet)



## **RESOLUTION CC 2025-94**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, MAKING CERTAIN FINDINGS, CERTIFYING THE RESULTS OF AN ELECTION AND ADDING PROPERTY TO COMMUNITY FACILITIES DISTRICT NO. 2007-1 (PUBLIC SERVICES), ANNEXATION NO. 39**

**WHEREAS**, the City Council of the City of Covina (the “City Council”), has previously formed a Community Facilities District pursuant to the 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, said Article 3.5 thereof. The existing Community Facilities District being designated as Community Facilities District No. 2007-1 (Public Services) (hereafter referred to as CFD No. 2007-1); and

**WHEREAS**, the City Council initiated proceedings to annex certain territory to Community Facilities District No. 2007-1 (Public Services), Annexation No. 39 (hereafter referred to as “Annexation No. 39”); and

**WHEREAS**, at this time the unanimous consent to the annexation of Annexation No. 39 has been received from the property owner or owners of such territory; and

**WHEREAS**, twelve (12) or more registered voters have not resided within the territory of Annexation No. 39 for each of the ninety (90) days preceding August 5, 2025, therefore, pursuant to the Act the qualified electors of Annexation No. 39 shall be the “landowners” of Annexation No. 39 as such term is defined in Government Code Section 53317(f) and each such landowner who is the owner of record, or the authorized representative thereof, shall have one vote for each acre or portion of an acre of land that she or he owns within; and

**WHEREAS**, the time limit specified by the Act for conducting an election to submit the levy of the special taxes on the property within Annexation No. 39 to the qualified electors of Annexation No. 39 and the requirements for impartial analysis and ballot arguments have been waived with the unanimous consent of the qualified electors of Annexation No. 39; and

**WHEREAS**, the City Council adopted on August 5, 2025, a resolution entitled “Resolution of the City Council of the City of Covina, California, Calling a Special Election and Submitting to the Voters of Annexation No. 39 of City of Covina Community Facilities District No. 2007-1 (Public Services) Propositions Regarding the Annual Levy of Special Taxes within Annexation No. 39 to Finance Public Services, and the Establishment of an Appropriations Limit” (the “Resolution Calling Election”), calling for a special election (the “Special Election”) of the qualified electors within Annexation No. 39; and

**WHEREAS**, pursuant to the terms of said resolution, which are by this reference incorporated herein, the Special Election was held on August 5, 2025, and the City Clerk has on file a Certificate of Election Official and Statement of Votes Cast (the “Certificate”), a copy of which is attached hereto as Exhibit A and by this reference incorporated herein; and

**WHEREAS**, the measures voted upon did receive the favorable 2/3's vote of the qualified electors, and the City Council desires to declare the results of the Special Election; and

**WHEREAS**, a map showing the territory to be annexed and designated as Annexation No. 39 (hereafter referred to as the "Annexation Map"), a copy of which is attached as Exhibit B hereto and incorporated herein by this reference, and a list of Properties to be annexed and landowners, a copy of which is attached as Exhibit C hereto and incorporated herein by this reference, has been submitted to the City Council.

**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. Findings.** This City Council does hereby determine as follows:

(a) The unanimous consent to the annexation of Annexation No. 39 to CFD No. 2007-1 has been given by all of the owners within Annexation No. 39 and such consent shall be kept on file in the Office of the City Clerk.

(b) Twelve (12) or more registered voters have not resided within the territory of Annexation No. 39 for each of the ninety (90) days preceding August 5, 2025, therefore, pursuant to the Act the qualified electors of Annexation No. 24 shall be the "landowners" of such Annexation No. 39 as such term is defined in Government Code Section 53317(f).

(c) Pursuant to the Certificate, the qualified electors of Annexation No. 39 have unanimously voted in favor of the levy of special taxes within Annexation No. 39 upon its annexation to CFD No. 2007-1 and the establishment of an appropriations limit for Annexation No. 39.

**SECTION 3. Annexed Area.** The boundaries and parcels of territory within Annexation No. 39 and on which special taxes will be levied in order to pay for the costs and expenses of authorized public services are shown on the Annexation Map as submitted to and hereby approved by this City Council.

**SECTION 4. Declaration of Annexation.** The City Council does hereby determine and declare that Annexation No. 39 is now added to and becomes a part of CFD No. 2007-1. The City Council, acting as the legislative body of CFD No. 2007-1, is hereby empowered to levy the authorized special tax within Annexation No. 39.

**SECTION 5. Notice.** Immediately upon adoption of this Resolution, notice shall be given as follows:

An Amendment to the Notice of Special Tax Lien (Notice of Annexation) shall be recorded in the Office of the County Recorder no later than fifteen (15) days after the date of adoption of this Resolution.

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



**APPROVED** and **PASSED** this 5<sup>th</sup> day of August, 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 2025-94 was duly adopted by the City Council of the City of Covina at a regular meeting held on the 5<sup>th</sup> day of August 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**  
**CERTIFICATE OF ELECTION OFFICIAL AND STATEMENT OF VOTES CAST**



# EXHIBIT B

## ANNEXATION MAP

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

SHEET 1 OF 1

CITY OF COVINA  
COUNTY OF LOS ANGELES  
STATE OF CALIFORNIA

FILED IN THE OFFICE OF THE CITY CLERK THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

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 \_\_\_\_\_, 2022, BY ITS RESOLUTION NO. \_\_\_\_\_.

FILIPAN VELAZ, CHIEF DEPUTY CITY CLERK  
CITY OF COVINA

FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022, 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. 2007110527 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 EACH LOT OR PARCEL.


N HOLLENBECK AVE

1


N CEDAR DR

**LEGEND**

 ANNEXATION BOUNDARY

 MAP REFERENCE NUMBER

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

 WILLDAN

**EXHIBIT C**  
**LIST OF PROPERTIES TO BE ANNEXED**

**LIST OF PROPERTIES TO BE ANNEXED**

**ANNEXATION NO. 39**

**ASSESSOR PARCEL NO(S) 8431-020-006**

**Vesting Tract No.**

N/A

**Address**

**342 N. Hollenbeck Avenue  
Covina, CA 91723**

**Landowner**

**Adams Park RE LLC  
325 N. Cedar Drive  
Covina, CA 91723**