



CITY COUNCIL AGENDA

A Regular Meeting of the La Mesa City Council

Tuesday, June 28, 2016

6:00 p.m.

**City Council Chambers
La Mesa City Hall
8130 Allison Avenue
La Mesa, California**

**Mark Arapostathis, Mayor
Bill Baber, Vice Mayor
Ruth Sterling, Councilmember
Kristine Alessio, Councilmember
Guy McWhirter, Councilmember**

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The City of La Mesa encourages the participation of disabled individuals in the services, activities and programs provided by the City. Individuals with disabilities, who require reasonable accommodation in order to participate in the City Council meetings, should contact the City's Americans with Disabilities Act (ADA) Coordinator, Rida Freeman, Human Resources Manager, 48 hours prior to the meeting at 619.667.1175, fax 619.667.1163, or rfreeman@ci.la-mesa.ca.us.

Hearing assisted devices are available for the hearing impaired. A City staff member is available to provide these devices upon entry to City Council meetings, commission meetings or public hearings held in the City Council Chambers. A photo i.d. or signature will be required to secure a device for the meeting.

ROLL CALL

INVOCATION - VICE MAYOR BABER

PLEDGE OF ALLEGIANCE

REPORT FROM CLOSED SESSION - CITY ATTORNEY

CITY MANAGER COMMENTS

COMMUNITY BULLETIN REPORTS

ADDITIONS AND/OR DELETIONS TO THE AGENDA

PUBLIC COMMENTS - (TOTAL TIME - 15 MINUTES)

NOTE: In accordance with state law, an item not scheduled on the agenda may be

brought forward by the general public for comment; however, the City Council will not be able to discuss or take any action on the item at this meeting. If appropriate, the item will be referred to Staff or placed on a future agenda.

CONSENT CALENDAR

(Items 1 through 10)

The Consent Calendar includes items previously considered by the Council. Unless discussion is requested by members of the Council or audience, all Consent Calendar items may be approved by one motion.

1. APPROVAL OF MOTION TO WAIVE THE READING OF THE TEXT OF ALL ORDINANCES AND RESOLUTIONS AT THIS MEETING

2. APPROVAL OF MINUTES OF A SPECIAL MEETING AND A REGULAR MEETING HELD MAY 10, 2016

Documents:

[ITEM 2.PDF](#)

3. RESOLUTION AWARDED A CONTRACT TO AMERICAN ASPHALT SOUTH, INC. FOR BID 16-08, 2016 SLURRY PROJECT AND ADDITIONAL FUNDS UP TO THE ENGINEERS ESTIMATE

Staff Reference: Mr. Humora

Documents:

[ITEM 3.PDF](#)

4. RESOLUTION TO APPROVE THE THIRD AMENDMENT TO RENEW THE ANNUAL CONTRACT FOR STREET SWEEPING SERVICES WITH CLEANSTREET

Staff Reference: Mr. Humora

Documents:

[ITEM 4.PDF](#)

5. RESOLUTION AWARDED A CONTRACT TO COMPASS ROSE GIS FOR AS-NEEDED MAPPING AND GEOGRAPHICAL INFORMATION SERVICES

Staff Reference: Mr. Humora

Documents:

[ITEM 5.PDF](#)

6. RESOLUTION TO AWARD THE SECOND RENEWAL OPTION OF THE ANNUAL CONTRACT FOR JANITORIAL AND CUSTODIAL SERVICES AT CITY FACILITIES TO COMMERCIAL CLEANING SYSTEMS

Staff Reference: Mr. Humora

Documents:

[ITEM 6.PDF](#)

7. RESOLUTION TO AWARD SECOND RENEWAL OPTION OF BID 14-13, TYPE B ASPHALT CONCRETE, FOR THE CITIES OF LA MESA, CARLSBAD, NATIONAL CITY AND SANTEE, TO SUPERIOR READY MIX CONCRETE AND VULCAN MATERIALS COMPANY

Staff Reference: Mr. Humora

Documents:

[ITEM 7.PDF](#)

8. RESOLUTION AWARDED A PROFESSIONAL SERVICES CONTRACT TO BUREAU VERITAS NORTH AMERICA, INC. FOR BUILDING INSPECTION SERVICES

Staff Reference: Mr. Humora

Documents:

[ITEM 8.PDF](#)

9. A. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA MESA, CALIFORNIA, CALLING AND GIVING NOTICE OF THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD IN THE CITY ON TUESDAY, NOVEMBER 8, 2016, FOR THE ELECTION OF CERTAIN OFFICERS OF THE CITY AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES;

9. B. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA MESA, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN DIEGO TO CONDUCT THE GENERAL MUNICIPAL ELECTION OF THE CITY OF LA MESA TO BE HELD ON TUESDAY, NOVEMBER 8, 2016 AND TO CONSOLIDATE THAT ELECTION, WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THE DATE PURSUANT TO SECTION 10403 OF THE ELECTIONS CODE; AND

9. C. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA MESA, CALIFORNIA, ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE PERTAINING TO CANDIDATES' STATEMENTS SUBMITTED TO THE VOTERS AT AN ELECTION TO BE HELD ON TUESDAY, NOVEMBER 8, 2016

Staff Reference: Ms. Kennedy

Documents:

[ITEM 9.PDF](#)

10. RESOLUTION AUTHORIZING TRANSFER AND APPROPRIATION OF FUNDS FROM THE RISK LIABILITY FUND RESERVES ACCOUNT TO THE CITY ATTORNEY'S PROFESSIONAL AND SPECIALIZED SERVICES ACCOUNT FOR UNEXPECTED LEGAL EXPENSES

Staff Reference: Ms. Garrett

Documents:

[ITEM 10.PDF](#)

STAFF REPORT

11. CONSIDERATION OF AN AGREEMENT FOR THE OPERATION OF OKTOBERFEST 2016

Staff recommends the Council approves of the use of city resources for event production and approve in substantive form the Agreement subject to final negotiation and review by the City Manager and final review and approval by the City Attorney of a Professional Services Agreement between the City of La Mesa and EventWerks, LLC, a Special Event Producer and Promoter. Staff will come back to the Council with a Special Event Permit with event conditions following coordination between the producer and City staff.

Staff Reference: Ms. Garrett

Documents:

[ITEM 11.PDF](#)

6:30 P.M.

BOARD, COMMISSION AND COMMITTEE INTERVIEWS

12. ANNUAL INTERVIEW OF APPLICANTS FOR OPENINGS ON THE CITY'S BOARDS AND COMMISSIONS

Staff Reference: Ms. Kennedy

Documents:

[ITEM 12.PDF](#)

COUNCIL COMMITTEE REPORTS (3 MINUTE LIMIT)

AB 1234 REPORTS (GC 53232.3(D))

CITY ATTORNEY REMARKS

ADJOURNMENT

Minutes of a Special Meeting of the La Mesa City Council
Tuesday, May 10, 2016 at 3:00 p.m.
City Manager's Conference Room, 8130 Allison Avenue, La Mesa, California

Mayor Arapostathis called the meeting to order at 3:07 p.m.

ROLL CALL:

PRESENT: Mayor Arapostathis; Vice Mayor Baber; Councilmembers Alessio, McWhirter and Sterling.

ABSENT: None.

STAFF: City Manager Witt; City Attorney Sabine; Assistant City Manager/Community Services Director Garrett; City Clerk Kennedy.

PUBLIC COMMENTS

There were no comments.

Mayor Arapostathis adjourned the meeting to Closed Session at 3:07 p.m.

CLOSED SESSION

1. CONFERENCE WITH LABOR NEGOTIATORS PURSUANT TO GOVERNMENT CODE SECTION 54957.6

Agency Negotiator: Ms. Freeman

Employee Organizations:

La Mesa Police Officers' Association

La Mesa Firefighters' Local #4759

La Mesa City Employees Association

The meeting reconvened at 3:51 p.m. with all members present.

City Attorney Sabine announced there were no reportable actions, other than the Council gave direction to its negotiators for labor negotiations.

ADJOURNMENT

Mayor Arapostathis adjourned the meeting at 3:51 p.m.

Mary J. Kennedy, CMC
City Clerk

Minutes of a Regular Meeting of the La Mesa City Council
Tuesday, May 10, 2016 at 4:00 p.m.
City Council Chambers, 8130 Allison Avenue, La Mesa, California

Mayor Arapostathis called the meeting to order at 4:00 p.m.

ROLL CALL:

PRESENT: Mayor Arapostathis; Vice Mayor Baber; Councilmembers Alessio, McWhirter and Sterling.

ABSENT: None.

STAFF: City Manager Witt; City Attorney Sabine; Assistant City Manager/Community Services Director Garrett; City Clerk Kennedy.

INVOCATION – COUNCILMEMBER ALESSIO

PLEDGE OF ALLEGIANCE

REPORT FROM CLOSED SESSION – CITY ATTORNEY

City Attorney Sabine announced there were no reportable actions, other than the Council gave direction to its negotiators for labor negotiations.

CITY MANAGER COMMENTS

There were no comments.

COMMUNITY BULLETIN REPORTS

The Mayor and Council made announcements and reported on various events taking place in the City. No action was taken.

Mayor Arapostathis called forward Ms. Cheryl Neubecker, Librarian, La Mesa Arts Academy, Mr. James Neubecker, Helix Charter High School Student, and Ms. Michele Kmack, Teacher, La Mesa Arts Academy, who gave a brief presentation regarding the La Mesa Arts Academy's special needs students' production of *Grease, the Musical*, on Thursday, May 12 through Saturday, May 14 and invited everyone to attend.

PRESENTATIONS

PROCLAIMING MAY 15 – 21, 2016 AS NATIONAL PUBLIC WORKS WEEK

Vice Mayor Baber presented the proclamation to Public Works Director Humora.

PRESENTATIONS – Continued

PROCLAIMING MAY 15 – 21, 2016 AS NATIONAL LAW ENFORCEMENT OFFICERS
MEMORIAL WEEK

Councilmember Sterling presented the proclamation to Police Chief Vasquez.

PROCLAIMING MAY AS POPPY MONTH

Councilmember Alessio presented the proclamation to Ms. Glenda Brooks, President, La Mesa American Legion Auxiliary, Unit 282.

PROCLAIMING MAY 2016 AS DROWNING PREVENTION MONTH

Councilmember McWhirter presented the proclamation to Recreation Supervisor Becky Jackman and Firefighter Finley.

BUDGET MONITORING REPORT

Finance Director Waller-Bullock reported on the national, state and local economic outlook, state budget issues, the performance of the City's General Fund and Proposition L benchmarks for quarter ending March 31, 2016.

Following Council questions and comments, no action was taken.

CITY TREASURER'S QUARTERLY REPORT

City Treasurer Vogt made a presentation regarding the investment earnings for the quarter ending March 31, 2016.

Following Council questions and comments, no action was taken

POLICE CHIEF'S QUARTERLY CRIME REPORT

Chief Vasquez introduced new members of the Police Department. Chief Vasquez then presented the crime statistics for quarter ending March 31, 2016, explained the statistics in the various crime categories and highlighted recently solved cases. Chief Vasquez briefly discussed the Department's proactive operations and strategic enforcement to help reduce crime, and also reviewed various community outreach activities that took place.

Following Council questions and comments, no action was taken

ADDITIONS AND/OR DELETIONS TO THE AGENDA

There were no additions or deletions to the agenda.

PUBLIC COMMENTS

Mr. William Stewart, La Mesa, requested to be placed on a future agenda to discuss a code enforcement issue in his neighborhood. He also suggested the City do more to advertise the activities at the Adult Enrichment Center.

Ms. Carol Lockwood, La Mesa, representing the Mission Trails Regional Park, announced several upcoming events taking place at the Park and invited everyone to attend.

CONSENT CALENDAR

(Items 1 through 4)

Councilmember Sterling requested item 2 be pulled for separate consideration.

1. APPROVAL OF MOTION TO WAIVE THE READING OF THE TEXT OF ALL ORDINANCES AND RESOLUTIONS AT THIS MEETING

Approved.

3. RESOLUTION TEMPORARILY CLOSING A PORTION OF LA MESA CITY STREETS FOR A CITY SPONSORED EVENT ON JUNE 4, 2016

Resolution No. 2016-029 was adopted.

4. RESOLUTION AUTHORIZING THE CHIEF OF POLICE TO ENTER INTO A MEMORANDUM OF AGREEMENT BETWEEN THE POLICE DEPARTMENT AND THE SAN DIEGO SHERIFF'S DEPARTMENT FOR THE OPERATION STONEGARDEN GRANT

Resolution No. 2016-030 was adopted.

ACTION: Motioned by Vice Mayor Baber and seconded by Councilmember Alessio to approve Consent Calendar items 1, 3, and 4.

Vote: 5-0

Yes: Mayor Arapostathis, Vice Mayor Baber, Councilmember Alessio, Councilmember McWhirter and Councilmember Sterling

No: None

Abstained: None

Absent: None

Motion passed.

2. APPROVAL OF MINUTES OF A REGULAR MEETING HELD MARCH 22, 2016; A SPECIAL MEETING HELD MARCH 24, 2016; A REGULAR MEETING HELD APRIL 12, 2016; A SPECIAL MEETING AND A REGULAR MEETING HELD APRIL 26, 2016

CONSENT CALENDAR – Continued

Councilmember Sterling pointed out there was an error on page 3 of the March 24 minutes. Councilmember Sterling said her request was for staff to craft a plan for making older neighborhoods throughout the City more vibrant, not just in the Downtown area, and asked for the minutes to be corrected.

City Clerk Kennedy said she would make the correction.

ACTION: Motioned by Councilmember Sterling and seconded by Councilmember Alessio to approve the minutes of a Regular meeting held March 22, 2016; the corrected minutes of a Special meeting held March 24, 2016; the minutes of a Regular meeting held April 12, 2016; and the minutes of a Special meeting and a Regular meeting held April 26, 2016.

Vote: 5-0

Yes: Mayor Arapostathis, Vice Mayor Baber, Councilmember Alessio, Councilmember McWhirter and Councilmember Sterling

No: None

Abstained: None

Absent: None

Motion passed.

COUNCIL COMMITTEE REPORTS

The Mayor and Council reported on various outside board, commission and committee meetings they attended. No action was taken.

AB 1234 REPORTS (GC 53232.3(d))

There were no reports.

COUNCIL INITIATED

5. FOLLOW-UP REGARDING COUNCIL SUBCOMMITTEES – COUNCILMEMBER MCWHIRTER – Continued from April 26, 2016

Councilmember McWhirter reported on the meetings of the Downtown Events subcommittee.

City Manager Witt briefly outlined the draft guidelines that reflected the Council's concept for each subcommittee and its general purpose and intent.

ACTION: Motioned by Councilmember McWhirter and seconded by Mayor Arapostathis to approve the description and purpose of the Council Subcommittees.

Council discussion ensued.

Following discussion, Mayor Arapostathis called for the vote.

COUNCIL INITIATED – Continued

Vote: 5-0

Yes: Mayor Arapostathis, Vice Mayor Baber, Councilmember Alessio, Councilmember McWhirter and Councilmember Sterling

No: None

Abstained: None

Absent: None

Motion passed.

CITY ATTORNEY REMARKS

There were no remarks.

ADJOURNMENT

Mayor Arapostathis adjourned the meeting at 5:42 p.m.

Mary J. Kennedy, CMC
City Clerk



REPORT to the MAYOR and MEMBERS of the CITY COUNCIL
From the CITY MANAGER

DATE: June 28, 2016

SUBJECT: Resolution Awarding a Contract to American Asphalt South, Inc. for Bid No. 16-08 for 2016 Slurry Project and Additional Funds up to the Engineer's Estimate

ISSUING DEPARTMENT: Public Works

SUMMARY:

Issues:

Should the City of La Mesa approve a resolution awarding Bid No. 16-08, 2016 Slurry Project, in the amount of \$453,810.26 to American Asphalt South, Inc. with a project budget of \$525,000?

Recommendation:

Adopt the attached resolution awarding Bid No. 16-08, 2016 Slurry Project, in the amount of \$453,810.26 to American Asphalt South, Inc., the lowest responsive and responsible bidder with a project budget of \$525,000?

Fiscal Impact:

Funds are available for the project in accounts 3102-6420 and 3102-6430.

Environmental Review:

This project is categorically exempt from the environmental review process under Section 15301 Existing Facilities of Title 14 of the California Code of Regulations.

City's Strategic Goals:

Continue to improve high quality municipal services

BACKGROUND:

To maximize the effectiveness of street maintenance activities, the City completed a pavement management condition survey in 2015. The pavement management program

rates the asphalt condition of each street using pavement defect analysis. The street rating from the program is used as a guideline to help determine the appropriate pavement maintenance strategy for each street.

La Mesa has been divided into seven maintenance zones for infrastructure maintenance purposes (Attachment B). Each year the City concentrates on preparing one maintenance zone for street maintenance. Prior to starting project work, the City's tree trimming contractor prunes and provides required maintenance to street trees within the zone, City crews repair poor pavement sections within the zone, and a concrete maintenance contractor removes and replaces broken curb, gutter and sidewalk in an effort to coordinate surface improvement maintenance within the zone. Curb ramps are also installed or upgraded in accordance with the City's ADA Transition Plan and Sidewalk Master Plan. Utility companies are also contacted and required to repair any damaged street sections above their trenches. For the current year the City has been working in Maintenance Zone 7, which is generally bound by Harbinson on the west, Highway 8 on the north, Spring Street on the east and University on the south.

The scope of this contract includes crack sealing, slurry sealing, chip sealing, and striping. The crack sealing process includes debris and vegetation removal from cracks, and the application of rubberized asphalt material to cracks in existing pavement. This initial process helps seal and prevents water penetration into the cracks, slowing deterioration of pavement, and prolonging the life of treated streets.

The slurry seal process is the application of asphalt oil mixed with fine aggregates to the existing pavement surface. Slurry is applied after crack sealing, and serves as a protective coating to help prolong the life of asphalt pavement.

As in the past, the City has been treating severely damaged streets with a chip seal. This treatment has been very successful in treating those streets that have not been addressed in a number of years. Chip seal is the application of rejuvenating oil to existing pavement that has become brittle, placing small aggregate to the street surface, and then applying a slurry coating to the entire street surface. This year we will continue with the chip seal on a number of streets.

Over 1.6 million square feet of street surface will be treated with this year's contract. The contract time for completion of this work is 45 working days.

DISCUSSION:

This project was advertised for bidding on June 2, 2016, with an Engineer's estimate of \$525,000. Four bids were received by the bid opening date of June 16, 2016.

The lowest responsive and responsible bidder was American Asphalt South, Inc. with a

bid of \$453,810.26. American Asphalt South, Inc. has done previous work for the City, and their references and licenses were all satisfactory.

Additional funds above American Asphalt South, Inc. bid and up to the Engineer's estimate are available and were budgeted for the project. Staff recommends the additional funds of \$71,189.74 be approved as part of the project to complete additional slurry seal improvements as authorized by staff.

CONCLUSION:

Staff recommends adopting the attached resolution awarding Bid No. 16-08, 2016 Street Maintenance Project in the amount of \$453,810.26 to American Asphalt South, Inc., the lowest responsive and responsible bidder and appropriating additional funds of \$71,189.74 to the project.

Reviewed by:



David E. Witt
City Manager

Respectfully submitted by:



Gregory P. Humora
Director of Public Works/City Engineer



Leon P. Firsht
Assistant Director of Public Works

- Attachments:
- A. Resolution
 - B. Maintenance Zone Map
 - C. Street List
 - D. Exhibit
 - E. Bid Tabulation

RESOLUTION NO. 2016-

RESOLUTION AWARDING A CONTRACT TO AMERICAN ASPHALT SOUTH, INC. FOR BID 16-08, 2016 SLURRY PROJECT AND ADDITIONAL FUNDS UP TO THE ENGINEERS ESTIMATE

WHEREAS, Bid 16-08, 2016 Slurry Project, was advertised for bidding on June 2, 2016, with an Engineer's estimate of \$525,000;

WHEREAS, four bids were received on the bid opening date of June 16, 2016;

WHEREAS, the bid of American Asphalt South, Inc. in the amount of \$453,810.26 was determined to be the lowest responsive and responsible bidder, and said bid is on file in the office of the City Clerk;

WHEREAS, additional funds above said bid and up to the Engineer's estimate were budgeted for said Bid and are available for use for the project;

WHEREAS, the additional funds in of \$71,189.74, are recommended for approval as part of the project to complete additional slurry seal improvements as authorized by staff.

BE IT AND IT IS HEREBY RESOLVED by the City Council of the City of La Mesa, California, that the Mayor and the City Clerk are hereby authorized to accept and execute a contract with American Asphalt South, Inc. to perform the work at the prices set forth in said bid.

PASSED AND ADOPTED at a Regular meeting of the City Council of the City of La Mesa, California, held the 28th day of June 2016, by the following vote, to wit:

AYES:

NOES:

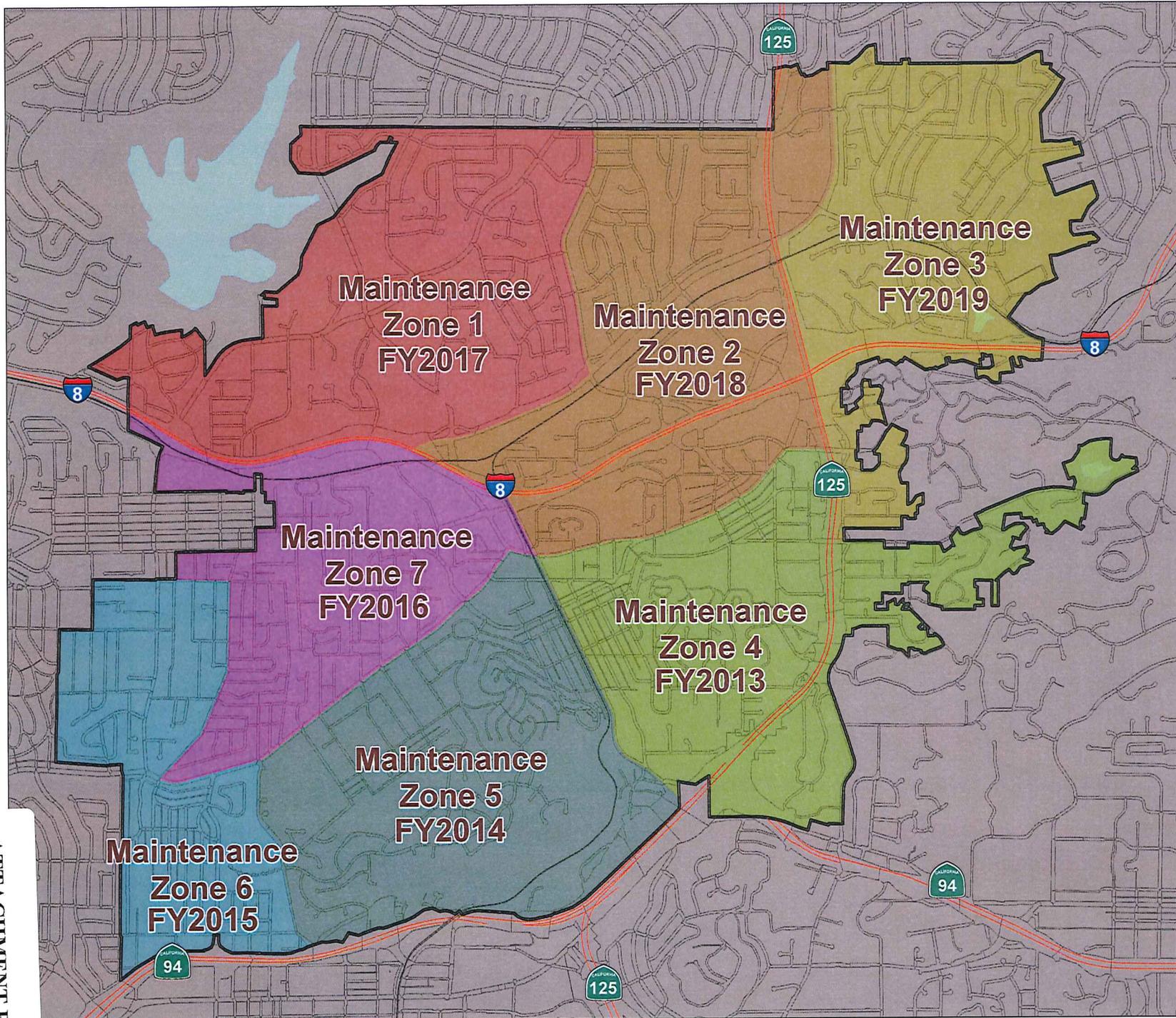
ABSENT:

CERTIFICATE OF CITY CLERK

I, MARY J. KENNEDY, City Clerk of the City of La Mesa, California, do hereby certify the foregoing to be a true and exact copy of Resolution No. 2016-, duly passed and adopted by the City Council of said City on the date and by the vote therein recited.

MARY J. KENNEDY, CMC, City Clerk

(SEAL OF CITY)



MAINTENANCE ZONES

- Maintenance Zones
- Municipal Boundary
- Maintenance Zone ID**
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- San Diego Trolley
- Lakes



1 INCH = 667 FEET



Data Sources:
Parcels: SanGIS, October 2009.
San Diego Trolley: City of La Mesa,
March 2007.

2016 SLURRY PROJECT (Various Locations)

TYPE I SLURRY

| STREET NAME | FROM | TO | SF |
|--------------------|------------------|----------------|----------------|
| 73rd St. | City Limit | Vasser Ave. | 76,183 |
| Annapolis Ave | Harbinson Ave. | Pomona Ave. | 45,840 |
| Benton Way | Colony Rd | Amherst St. | 16,548 |
| Berkeley Dr. | Purdue Ave | Harbinson Ave. | 23,374 |
| Camellia Dr. | Harbinson Ave. | Dauer Ave. | 6,440 |
| Colony Rd. | Harbinson Ave. | 73rd St. | 20,026 |
| Culbertson Ave. | University Ave. | END | 23,352 |
| Dauer Ave | Colony Rd | END | 49,035 |
| Guava | La Mesa Blvd. | Comanche Dr. | 65,175 |
| Harvard Ave | University Ave. | Stanford Ave. | 28,170 |
| Jesse Ave. | El Cajon Blvd. | Seneca Pl. | 80,784 |
| Juliette Pl. | Harbinson Ave. | END | 10,033 |
| Katherine Ave. | Santa Maria Ave. | 73rd St. | 20,465 |
| Kemper St. | Purdue Ave | Annapolis Ave. | 12,630 |
| La Mesita Pl. | 73rd St. | Jesse Ave. | 27,645 |
| Lowell Ct. | Lowell St. | END | 6,314 |
| Lowell St. | University Ave. | END | 39,584 |
| Normandie Pl. | Colony Rd | Amherst St. | 19,652 |
| Ohio Pl. | Pomona Ave. | Parks Ave. | 43,486 |
| Olive Ave | University Ave. | Seneca Pl. | 33,900 |
| Oxford St. | Purdue Ave | Annapolis Ave. | 16,560 |
| Pomona Way | Pomona Ave. | END | 7,388 |
| Purdue Ave | Annapolis Ave | Berkeley Dr. | 5,568 |
| Santa Maria Dr. | Pomona Ave. | 73rd St. | 20,992 |
| South St. | Culbertson Ave | Olive Ave. | 7,470 |
| Stanford Ave. | Harbinson Ave. | Lowell St. | 53,344 |
| Watson Way | Harbinson Ave. | END | 13,840 |
| Yale Ave. | University Ave. | Stanford Ave. | 32,130 |
| Zelda Ave. | Colony Rd | END | 23,501 |
| TOTAL SF | | | 829,429 |

TYPE II SLURRY

| | | | |
|-----------------|------------|----------------|----------------|
| Baltimore Dr. | I-8 Bridge | University Ave | 75,975 |
| El Cajon Blvd. | 73rd St. | I-8 | 324,530 |
| TOTAL SF | | | 400,505 |

2016 SLURRY PROJECT (Various Locations)

CHIP SEAL WITH TYPE I SLURRY

| | | | |
|----------------|-----------------|----------------|---------|
| Colony Rd. | 73rd St. | Pomona Ave | 19,244 |
| Cornell/Vasser | Harbinson Ave | Harbinson Ave | 61,740 |
| Keeney St. | El Cajon Blvd. | END | 27,574 |
| Mohawk St. | Keeney St. | Comanche Dr. | 18,700 |
| Pomona Ave | University Ave | Colony Rd. | 119,556 |
| Princeton Ave | Pomona Ave. | Harbinson Ave | 40,290 |
| Purdue Ave | Harbinson Ave | Annapolis Ave. | 59,334 |
| West Point Dr. | Pomona Ave. | Harbinson Ave | 41,220 |
| Williams Ave | University Ave. | Colony Dr. | 28,440 |
| | | TOTAL SF | 416,098 |



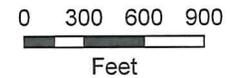
**CITY OF
LA MESA**
JEWEL OF THE HILLS

**2016 SLURRY PROJECT
(Various Locations)
DRAWING NUMBER: 10085**

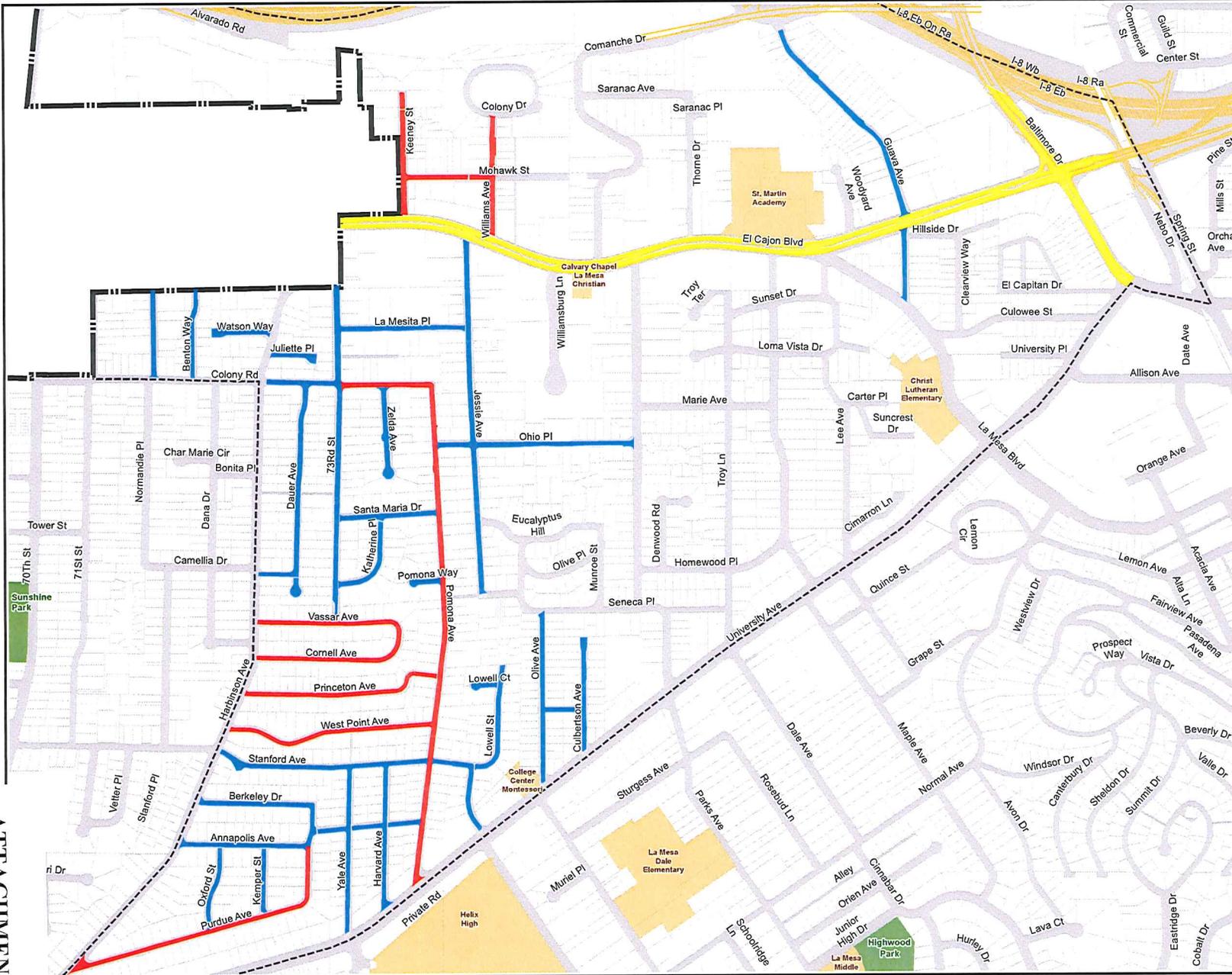


-  Type I Slurry
-  Type II Slurry
-  Chip Seal w/Type I Slurry
-  La Mesa Boundary
-  Maintenance Zone

1 inch = 600 feet



DATA SOURCES:
Base Data, SanGIS, 2016
La Mesa Street Maintenance



ATTACHMENT D

**Bid Tabulation
2016 Slurry Project**

| Bidder | Base Bid Total |
|------------------------------|-----------------------|
| American Asphalt South, Inc. | \$453,810.26 |
| Roy Allan Slurry Seal, Inc. | \$514,638.72 |
| Pavement Coatings Co | \$565,833.54 |
| All American Asphalt | \$732,997.70 |
| Engineer's Estimate | \$525,000.00 |



REPORT to the MAYOR and MEMBERS of the CITY COUNCIL
From the CITY MANAGER

DATE: June 28, 2016

SUBJECT: Resolution to Approve the Third Amendment to Renew Annual Contract for Street Sweeping Services with CleanStreet

ISSUING DEPARTMENT: Public Works

SUMMARY:

Issues:

Should the City Council adopt the resolution to approve the third amendment to renew the annual contract for street sweeping services with CleanStreet?

Recommendation:

That the City Council adopt the resolution to approve the third amendment to renew the annual contract for street sweeping services for fiscal year 2017 with CleanStreet for \$166,300.

Fiscal Impact:

Funds are budgeted in account 3103-6430 for this service.

Environmental Review:

This project is statutorily exempt from the environmental review process under Section 15284 of California Environmental Quality Act.

City's Strategic Goals:

Continue to improve high quality municipal services

BACKGROUND:

Currently scheduled street sweeping services consists of sweeping 366 curb miles of city streets, 276,725 square feet of municipal parking lots, 449,577 square feet of parking lots in city parks, 23 curb miles of raised median islands, the underground parking garage at the Police Station and weed spraying. Street sweeping services are also provided for occasional and emergency events.

The annual street sweeping contract for these services was awarded by the City Council to CleanStreet on March 12, 2013 based on their proposal in response to Request for Proposal 13-07. The initial award term was from April 2013 thru June 2014 with four optional one-year extensions. The City Council has approved the first and second of four one-year extensions.

DISCUSSION:

For the past year CleanStreet has provided street sweeping services to staff's satisfaction and both staff and CleanStreet would like to renew the contract. CleanStreet has requested a 2.4% price increase based on the 2015 Consumer Price Index for the San Diego region. Staff finds this 2.4% increase acceptable.

This renewal would constitute the third of four one-year options.

CONCLUSION:

Staff recommends that the City Council adopt the resolution to approve the third amendment to renew the annual contract for street sweeping services with CleanStreet.

Reviewed by:



David E. Witt
City Manager

Respectfully submitted by:



Gregory P. Humora
Director of Public Works/City Engineer



Leon P. Firsht
Assistant Director of Public Works

Attachments: A. Resolution
B. Agreement Amendment

RESOLUTION NO. 2016-_____

RESOLUTION TO APPROVE THE THIRD AMENDMENT TO RENEW
THE ANNUAL CONTRACT FOR STREET SWEEPING SERVICES WITH
CLEANSTREET

WHEREAS, Street sweeping services generally consist of sweeping 366 curb miles of city streets, 276,725 square feet of municipal parking lots, 449,577 square feet of parking lots in city parks, 23 curb miles of raised median islands, the underground parking garage at the Police Station, roadside weed spraying and other special areas as requested and if necessary;

WHEREAS, on March 12, 2013, the annual contract for this service, with four additional one-year renewal options, was awarded by the City Council to CleanStreet based on their proposal in response to Request for Proposal 13-07;

WHEREAS, on June 27, 2014, the City Council approved the first amendment to renew the annual contract for street sweeping services with CleanStreet with no price increase;

WHEREAS, on June 23, 2015, the City Council approved the second amendment to renew the annual contract for street sweeping services with CleanStreet with no price increase;

WHEREAS, CleanStreet desires to renew the contract with a 2.4% increase in pricing;
and

WHEREAS, the City also desires to renew the contract and finds the 2.4% increase in pricing acceptable.

NOW THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the City Council of the City of La Mesa, California, that the City Council intends to approve the second amendment to renew the annual contract for street sweeping services with CleanStreet for \$166,300.00 including scheduled monthly and additional special area services.

PASSED AND ADOPTED at a Regular meeting of the City Council of the City of La Mesa, California, held the 28th day of June 2016, by the following vote, to wit:

AYES:

NOES:

ABSENT:

CERTIFICATE OF CITY CLERK

I, MARY J. KENNEDY, City Clerk of the City of La Mesa, California, do hereby certify the foregoing to be a true and exact copy of Resolution No. 2016-_____, duly passed and adopted by the City Council of said City on the date and by the vote therein recited.

MARY J. KENNEDY, CMC, City Clerk

(SEAL OF CITY)

THIRD AMENDMENT TO STANDARD AGREEMENT FOR GENERAL SERVICES
BETWEEN CITY OF LA MESA AND CLEANSTREET FOR STREET SWEEPING SERVICES

THIS AMENDMENT TO AGREEMENT executed this ___ day of _____, 2016, by and between the City of La Mesa, a municipal corporation, hereinafter referred to as "City," and CleanStreet, hereinafter referred to as "Contractor."

1. RECITALS:

1.1 The City and Contractor have entered into an agreement for general services for street sweeping services in the City (the "Agreement"). The Agreement was executed on April 23, 2013 pursuant to the City Council award and acceptance of Contractor's proposal for RFP 13-07. Pursuant to Sections 1 – Engagement of Contractor and 18 – Amendment of the Agreement the parties may renew and amend the same upon written mutual consent.

1.2 The Contractor desires to exercise the third option to extend the Agreement for one year from date of final contract execution with a 2.4% increase.

1.3 The City also desires to exercise the third option and finds the 2.4% increase acceptable.

NOW, THEREFORE, IT IS AGREED by and between the parties that the Agreement shall be amended as follows:

Section 1. Section 1 of the Agreement for contract term is hereby amended to read:

"The City hereby agrees to engage Contractor and Contractor hereby agrees to perform the services set forth in this Agreement. Contractor is hereby engaged for the time period starting July 1, 2016 until June 30, 2017. By mutual agreement of the parties with a thirty (30) day notice the Agreement may be renewed for an additional one (1) one (1)-year term."

Section 2. Section 8 of the Agreement for compensation to contractor is hereby amended to include:

A 2.4% increase to each of the values in the column labeled "Unit Price".

Section 3. All other terms, conditions and obligations contained in the Agreement other than those specified in this Third Amendment Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Agreement as of the date first above written.

Date: 6-20-16

CleanStreet

By: R. Anderson
Rick Anderson, Director

CITY OF LA MESA,
A Municipal Corporation

Date: _____

By: _____
Mayor

Date: _____

Attest: _____
City Clerk

APPROVED AS TO FORM

M. Sabine
CITY ATTORNEY

CERTIFICATE OF CITY/DIRECTOR OF FINANCE

Certification of Unappropriated Reserves

I HEREBY CERTIFY that the money required for the appropriation of funds for the purpose as docketed is available in the Treasury, or is anticipated to come into the Treasury, and is otherwise unappropriated.

Amount \$ _____ Fund _____

Purpose _____

Director of Finance
City of La Mesa
By _____

Date _____

Unappropriated Reserves Available Balance \$ _____

Certification of Unencumbered Balance

I HEREBY CERTIFY that the indebtedness and obligation as docketed can be incurred; that sufficient monies to meet the obligations are actually in the Treasury, or are anticipated to come into the Treasury to the credit of the appropriation from which the same are to be drawn; and that said monies now actually in the treasury, together with the monies anticipated to come into the Treasury, to the credit of said appropriation are otherwise unencumbered.

Amount Not to Exceed \$166,300.00



Director of Finance
City of La Mesa

Date: 6/20/16

By: Leon Firsht

Fund: 3103 Dept./Activity: 3103-6430

\$166,300.00 from account 3103-6430
(available \$166,300.00)

Purpose: Renewal of annual street sweeping services

CERTIFICATE NO. 1499



REPORT to the MAYOR and MEMBERS of the CITY COUNCIL
From the CITY MANAGER

DATE: June 28, 2016
SUBJECT: Resolution Awarding a Contract to Compass Rose GIS for As-Needed Mapping and Geographical Information Services
ISSUING DEPT.: Public Works

SUMMARY:

Issues:

Should the City Council approve a resolution awarding a contract to Compass Rose GIS for as-needed mapping and Geographical Information Services for fiscal year 2017 in the amount of \$80,000?

Recommendation:

Staff recommends that the City Council approve a resolution awarding a contract to Compass Rose GIS for as-needed mapping and Geographical Information Services for fiscal year 2017 in the amount of \$80,000.

Fiscal Impact:

Funds for the project are available in account 4141-6430.

City's Strategic Goals:

Continue to improve high quality municipal services

BACKGROUND:

Over the past decade, the City has transitioned from paper maps to electronic Geographical Information System (GIS) mapping. The GIS system combines graphical and database information, providing fast and efficient service to external and internal customers.

All of the work completed on the GIS mapping so far has been outsourced. By outsourcing, the City has been able to retain expert support in a rapidly evolving industry on an as-needed basis, while being fiscally responsible.

The City has taken usage of the GIS maps and data further by integrating with Cartegraph, an infrastructure asset management software, a tool used to manage the infrastructure assets and scheduled maintenance. It is also used to help with capital improvement and maintenance budgeting.

In 2013, the City advertised a request for qualifications and held a formal selection process to select highly qualified firms that could provide various services. Compass Rose GIS was selected as the most qualified firm to provide as-need GIS services. This selection was for a one year period from July 1, 2013 to June 30, 2014, with four one-year renewal options. Compass Rose GIS has performed satisfactorily. With this award, the City will exercise the third 1-year renewal option.

DISCUSSION:

With advancing technology and the dynamic nature of the City's infrastructure, there is a need to constantly update and upgrade the City's infrastructure maps. In the coming fiscal year, the City, using Compass Rose GIS services, will be performing the following:

- Infrastructure map updates
- Complete digitization of irrigation maps
- Ensure GIS mapping integrates with the Laserfiche system
- Create special study and presentation maps on an as-needed basis
- Asset management
- Integrate GIS mapping into the City's asset management software

CONCLUSION:

Staff recommends that the City Council approve the resolution awarding a contract to Compass Rose for as-needed mapping and Geographical Information Services for fiscal year 2017 in the amount of \$80,000.

Reviewed by:



David E. Witt
City Manager

Respectfully Submitted:



Gregory P. Humora
Director of Public Works/City Engineer



Hamed Hashemian
Engineering Project Manager

Attachments: A. Resolution
B. Agreement

RESOLUTION NO. 2016-

RESOLUTION AWARDING A CONTRACT TO COMPASS ROSE GIS FOR
AS-NEEDED MAPPING AND GEOGRAPHICAL INFORMATION SERVICES

WHEREAS, one of the City of La Mesa's strategic goals is to continue to improve high quality municipal services;

WHEREAS, this project will advance the City's goal of continuing to improve high quality municipal services;

WHEREAS, the City has converted all its paper maps to electronic maps;

WHEREAS, the City's changing infrastructure requires updating of the maps;

WHEREAS, the City is implementing an infrastructure asset maintenance and management software;

WHEREAS, updated and accurate infrastructure maps are essential for the maintenance of City records and provision of efficient services; and

WHEREAS, Compass Rose GIS was selected to provide as-needed Geographical Information Services in a formal request for qualifications, RFQ 13-22, in February 2013. The selection was for a one year period from July 1, 2013 to June 30, 2014. With this award, the City will exercise the third of four 1-year renewal options.

NOW THEREFORE, BE IT AND IT IS HEREBY RESOLVED that that the Mayor is hereby authorized and instructed to execute that certain agreement between the City of La Mesa and Compass Rose GIS, for a fee not to exceed \$80,000, for updating and upgrading electronic mapping and geographical information services. Said contract is on file in the office of the City Clerk.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of La Mesa, California, held the 28th day of June 2016, by the following vote, to wit:

AYES:
NOES:
ABSENT:

CERTIFICATE OF CITY CLERK

I, MARY J. KENNEDY, CMC, City Clerk of the City of La Mesa, California, do hereby certify the foregoing to be a true and exact copy of Resolution No. 2016-, duly passed and adopted by the City Council of said City on the date and by the vote therein recited.

MARY J. KENNEDY, CMC, City Clerk

(SEAL OF CITY)

STANDARD AGREEMENT BETWEEN THE CITY OF LA MESA
AND COMPASS ROSE GIS FOR AS-NEEDED MAPPING
AND GEOGRAPHICAL INFORMATION SERVICES FY17

This Agreement is entered into by City of La Mesa as of this ____ day of June, 2016, by and between the City of La Mesa, a municipal corporation, hereinafter referred to as “the City”, and Compass Rose GIS, hereinafter referred to as “Consultant”.

WITNESSETH THAT:

WHEREAS, the City has adopted Resolution No. 2016-____;

WHEREAS, the City has need for mapping services for GIS and is willing to compensate Consultant for such services;

WHEREAS, the City desires to engage Consultant to render certain technical services in the providing of said specialized mapping services;

WHEREAS, Compass Rose GIS was selected to provide GIS mapping services in a formal request for proposal in 2013; and

WHEREAS, Consultant is registered to provide said services for GIS mapping;

NOW THEREFORE, the parties do mutually agree as follows:

SECTION 1: ENGAGEMENT OF CONSULTANT

The City hereby agrees to engage Consultant, and Consultant hereby agrees to perform the services set forth in this Agreement.

SECTION 2: SERVICES TO BE PERFORMED BY CONSULTANT

Consultant shall commence performance of the Project upon execution of this Agreement by both parties. The term “Project” as used in this Agreement shall include all of the tasks and items listed and described in Exhibit “A”, attached hereto and incorporated herein as part of this Agreement.

SECTION 3: KEY PROJECT PERSONNEL

Consultant agrees to provide the services of **Melisa Caric Lee, Project Manager**, for the full term of this contract. No substitutions will be made without prior written approval by the City. The City reserves the right to request specific qualifications for personnel substituted under this section.

SECTION 4: CONSULTANTS

Consultant will utilize the services of the following sub-consultants during the course of this project:

Ken Burger (GIS Technician)
GIS Inc. (System Architect)

Payment for such services shall be the responsibility of the Consultant. No substitution of proposed sub-consultants shall be made without prior written approval by the City.

SECTION 5: CITY REPRESENTATION

The Director of Public Works/City Engineer for the City of La Mesa, or its designated representative, shall represent the City in all matters pertaining to the services rendered pursuant to this Agreement and shall administer said Agreement on behalf of the City. This person shall hereinafter be referred to as the "City's Representative".

SECTION 6: RESPONSIBILITIES OF THE CITY

The City will provide the Consultant, or cause to be provided with, the following documents, services and site information, at no charge to the Consultant:

- A. Aerial and topographic maps (1"=100') of the area for each project.
- B. City of La Mesa design standards and a sample of contract documents.
- C. Copies of maps, drawings, documents and reports available in the Engineering Division of the City and deemed helpful to the Consultant. (This City does not guarantee the accuracy of the plans provided to the Consultant.)

SECTION 7: PERFORMANCE SCHEDULE

Both Consultant and the City recognize that time is of the essence in the completion of this work and the following schedule is dependent upon timely actions by the Consultant and the City. Accordingly, the Consultant shall complete all of the work described in Exhibit "A" and this Agreement in accordance with the scope and schedule shown in Exhibit "A".

The Consultant shall not be responsible for damages or be in default or deemed to be in default by reason of strikes, lockouts, accidents, or acts of God, or failure of City to furnish timely information or to approve or disapprove Consultant's work promptly, or delay or faulty performance by City, or governmental agencies.

SECTION 8: COMPENSATION TO CONSULTANT

Final payment of fees shall be upon delivery of approved final documents. Progress payments shall be made based upon evidence that the work is progressing satisfactorily as determined by the City's Project Manager and substantiated with detailed invoices. The amount to be billed shall be based on the Consultant's schedule of fees for specialized services and the actual time required for each activity. The schedule of fees and estimated time for the project are as shown in Exhibit "A" attached hereto and incorporated herein as part of this Agreement.

The total fee for specialized services shall be billed on a time-and-material basis, with a total amount not to exceed **Eighty Thousand Dollars (\$80,000.00)** as described on page 4 of Exhibit "A".

SECTION 9: RECORDS

Consultant shall maintain adequate records to permit inspection audit of Consultant's time-and-material charges under this Agreement. Consultant shall make such records available to the City and to other public agencies responsible for approval, funding or auditing the project, during normal business hours upon reasonable notice. Nothing herein shall convert such records into public records and they will be available only to the City or to public agencies involved with approval, funding or audit functions. Such records shall be maintained by the Consultant for three (3) years following completion of the work under this Agreement.

SECTION 10: METHOD OF COMPENSATION

The City shall compensate Consultant for the services performed hereunder on a monthly basis within thirty (30) calendar days of receipt of Consultant's invoice for the services performed. The Consultant shall provide documentation regarding time-and-material charges sufficient to meet normal auditing practice. Copies of the invoices for materials in excess of \$500 and sub-consultant charges shall be submitted with the request for periodic payment.

The City shall promptly review invoicing and notify Consultant of any objection thereto in writing within fifteen (15) days of receipt of the invoice; absent such objection the invoice shall be deemed proper and acceptable.

In the event that any undisputed invoice is not paid within thirty (30) calendar days after receipt of the invoice by the City, it shall commence bearing interest on the date that the invoice was rendered at the rate of 1% per month and the City agrees to pay all accrued interest, together with the charges for services rendered.

SECTION 11: ITEMS TO BE DELIVERED TO CITY

Deliverable items shall be provided by the Consultant to the City of La Mesa as set forth in Exhibit "A".

All electronic and digital files created and/or used by the Consultant for the purpose of this project shall be delivered to the City in electronic format via DVD or USB thumb drive upon request or project completion.

SECTION 12: DESIGN CHANGES OR REVISIONS

No design changes or revisions will be required and no payment therefore will be made except pursuant to the provisions of this Agreement. No extra compensation shall be paid the Consultant for revisions required by reason of omissions or errors by the Consultant in the preparation of the original plans, working drawings and specifications. Changes to the scope of this Agreement shall be negotiated prior to commencement of extra work.

SECTION 13: ADDITIONAL SERVICES OUTSIDE SCOPE

Only after written authorization from the City, additional services that Consultant could provide, or cause to be provided, include the following:

- A. Additional GIS mapping work not included in the Scope of Work.

Consultant will be compensated for Consultant time and direct personnel expenses as approved by the City. Payment for such additional services shall include Consultant's time at the rates shown in Exhibit "A".

SECTION 14: HOLD HARMLESS

To the furthest extent allowed by law, Consultant shall indemnify, hold harmless and defend the City and each of its elected officials, officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage), and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, its principals, officers, employees, agents or volunteers in the performance of this Agreement.

If Consultant should subcontract all or any portion of the services to be performed under this Agreement, Consultant shall require each sub-consultant to indemnify, hold harmless and defend City and each of its elected officials, officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph. This section shall survive termination or expiration of this Agreement.

SECTION 15: INSURANCE

Throughout the life of this Agreement, Consultant shall pay for and maintain in full force and effect all policies of insurance required hereunder with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and

rated not less than "A- VII" in Best's Insurance Rating Guide, or (ii) authorized by the City Manager or his/her designee at any time and in his/her sole discretion. The following policies of insurance are required:

(i) COMMERCIAL GENERAL LIABILITY insurance which shall be at least as broad as the most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01 and include insurance for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Contract) with limits of liability of not less than the following:

\$1,000,000 per occurrence for bodily injury and property damage
\$1,000,000 per occurrence for personal and advertising injury
\$1,000,000 aggregate for products and completed operations
\$2,000,000 general aggregate

(ii) COMMERCIAL AUTOMOBILE LIABILITY insurance which shall be at least as broad as the most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, and include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1 - Any Auto) with limits of liability of not less than \$1,000,000 per accident for bodily injury and property damage.

(iii) WORKERS' COMPENSATION insurance as required under the California Labor Code.

(iv) EMPLOYERS' LIABILITY insurance with limits of liability of not less than \$1,000,000 each accident, \$1,000,000 disease policy limit and \$1,000,000 disease each employee.

(v) PROFESSIONAL LIABILITY (ERRORS AND OMISSIONS) insurance appropriate to Consultant's profession, with limits of liability of not less than \$1,000,000 per claim/occurrence and \$2,000,000 policy aggregate.

In the event Consultant maintains higher limits than the minimums shown above, City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

Consultant shall be responsible for payment of any deductibles contained in any insurance policies required hereunder and Consultant shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the City Manager or his/her designee. At the option of the City Manager or his/her designee, either: (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as

respects to City, its elected officials, officers, officials, employees, agents and volunteers: or (ii) Consultant shall provide a financial guarantee, satisfactory to City Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall City be responsible for the payment of any deductibles or self-insured retentions.

All policies of insurance required hereunder shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after 30 calendar day written notice has been given to City. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, Consultant shall furnish City with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for City, Consultant shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than 15 calendar days prior to the expiration date of the expiring policy.

The General Liability and Automobile Liability insurance policies shall be written on an occurrence form and shall name City, its elected officials, officers, officials, employees, agents and volunteers as an additional insured. Such policy(ies) of insurance shall be endorsed so Consultant's insurance shall be primary and no contribution shall be required of City, its elected officials, officers, officials, employees, agents and volunteers. The coverage shall contain no special limitations on the scope of protection afforded to City, its elected officials, officers, officials, employees, agents or volunteers. The Workers' Compensation insurance policy shall contain a waiver of subrogation as to City, its elected officials, officers, officials, employees, agents and volunteers.

If the Professional Liability (Errors and Omissions) insurance policy is written on a claims-made form:

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by Consultant.
2. Insurance must be maintained and evidence of insurance must be provided for at least 3 years after any expiration or termination of the Agreement or, in the alternative, the policy shall be endorsed to provide not less than a 3-year discovery period.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by Consultant, Consultant must purchase extended reporting coverage for a minimum of 3 years following the expiration or termination of the Agreement.
4. A copy of the claims reporting requirements must be submitted to City for review.
5. These requirements shall survive expiration or termination of the Agreement.

Consultant shall furnish City with all certificate(s) and applicable endorsements effecting coverage required hereunder. **All certificates and applicable endorsements are to be received by City and approved by City Manager or his/her designee prior to City's execution of the Agreement and before work commences.** Upon request of City, Consultant shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

If at any time during the life of this Agreement or any extension, Consultant or any of its sub-consultants fail to maintain any required insurance in full force and effect, all work under this Agreement shall be discontinued immediately, and all payments due or that become due to Consultant shall be withheld until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City. Any failure to maintain the required insurance shall be sufficient cause for City to terminate this Agreement. No action taken by City hereunder shall in any way relieve Consultant of its responsibilities under this Agreement.

The fact that insurance is obtained by Consultant shall not be deemed to release or diminish the liability of Consultant, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify City and its elected officials, officers, officials, employees, agents and volunteers shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Consultant. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Consultant, its principals, officers, employees, agents, persons under the supervision of Consultant, vendors, suppliers, invitees, consultants, sub-consultants, or anyone employed directly or indirectly by any of them.

If Consultant should subcontract all or any portion of the services to be performed under this Agreement, Consultant shall require each sub-consultant to provide insurance protection in favor of City, its elected officials, officers, officials, employees, agents and volunteers in accordance with the terms of each of the preceding paragraphs, except that the sub-consultants' certificates and endorsements shall be on file with Consultant and City prior to the commencement of any work by the sub-consultant.

SECTION 16: OWNERSHIP OF WORK

All finished or unfinished documents, studies, reports, computer files and materials prepared by Consultant and sub-consultants under this Agreement shall be considered the property of the City and will be turned over to the City upon demand, but in any event, upon completion of the Project. The Consultant shall be allowed to retain copies of documents for his permanent records, if desired.

SECTION 17: ASSIGNABILITY

Consultant shall not assign, delegate, or transfer this Agreement or any work hereunder, nor assign any monies due or to become due hereunder, except as expressly stated herein. In no event shall any contractual relation be created between any third party and the City without prior written consent of the City. Consent to one assignment shall not be deemed to be consent to any subsequent assignment.

SECTION 18: AMENDMENTS

This Agreement sets forth the entire understanding of the parties with respect to the subject matter herein. There are no other agreements, expressed or implied, oral or written, except as set forth herein. This Agreement may be amended upon written mutual consent of both parties hereto. Amendment requiring changes in compensation shall be subject to the City’s change order procedures.

SECTION 19: NOTICES

All communications to either party by the other shall be deemed given when made in writing and delivered or mailed to such party at its respective address as follows:

| | |
|---|--|
| <p>City:</p> <p>Director of Public Works/City Engineer City of La Mesa 8130 Allison Avenue La Mesa, CA 91942 619.667.1166</p> | <p>Contractor:</p> <p>Melisa Caric Lee, President Compass Rose GIS 461 Ernest Court Oceanside, CA 92056 760.994.1643</p> |
|---|--|

The date of notification shall be receipt by the City as evidenced by date stamp affixed to the notice.

SECTION 20: DISPUTE RESOLUTION

The City and Consultant shall submit unresolved claims, counterclaims, disputes, controversies and other matters between them arising out of or relating to this Agreement or the breach thereof (“disputes”), first to mediation and then if not resolved, to non-binding arbitration prior to initiating suit or judicial proceeding.

The City shall require that all Consultants agree to submit any unresolved claims, counterclaims, disputes, controversies and other matters between them and the City or the Consultant and/or any sub-consultants of any tier arising out of or relating to their agreement with the City or the breach thereof (“disputes”) first to mediation and then if not resolved, to non-binding arbitration prior to initiating suit or judicial proceeding.

SECTION 21: TERMINATION OF AGREEMENT FOR CAUSE OR CONVENIENCE

If, through any cause, the Consultant shall fail to fulfill in timely and proper manner his obligations under this Agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement immediately by giving written notice to the Consultant of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Consultant under this Agreement shall, at the option of the City, become its property and the Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

In addition to termination for cause, the City may terminate this Agreement for City's convenience upon not less than fifteen (15) days' written notice to Consultant. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement unless said notice provides otherwise. If this Agreement is terminated as provided in this paragraph for City's convenience, the Consultant shall be required to provide to City all finished or unfinished documents, data, studies, services, etc., prepared by the Consultant as may be requested by City and such work shall become City's property upon payment to Consultant for the value of the work performed, less payments of compensation previously made.

Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Consultant, and the City may withhold any payments to the Consultant for the purpose of set-off until such time as the exact amount of damages due the City from the Consultant is determined.

SECTION 22: BUSINESS LICENSE

The Consultant, including all sub-consultants, shall obtain a business license for work within the City of La Mesa pursuant to La Mesa Municipal Code Sections 6.08.010 through 6.08.240.

No payments shall be made to any Consultant until such business license has been obtained, and all fees paid therefore, by the Consultant and all sub-consultants. Business license applications and information may be obtained from the Finance Department, City Administration Building, 8130 Allison Avenue, La Mesa, CA 91942, 619.667.1118.

SECTION 23: INTEREST OF MEMBERS OF THE CITY

No member of the governing body of the City and no other officer, employee, or agent of the City, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement; and the Consultant shall take appropriate steps to assure compliance.

SECTION 24: INTEREST OF CONSULTANT AND EMPLOYEES; STATEMENT OF ECONOMIC INTERESTS

The Consultant covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein, or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Consultant further covenants, that in the performance of this Agreement, no person having any such interest shall be employed. City may require Consultant to complete and submit a Form 700, Statement of Economic Interests, in accordance with applicable law, to City Clerk.

SECTION 25: FACILITIES AND EQUIPMENT

Consultant shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement.

SECTION 26: INDEPENDENT CONSULTANT

At all times during the term of this Agreement, Consultant shall be an independent consultant and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement; however, City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement.

SECTION 27: TIME

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

SECTION 28: CONSULTANT NOT AGENT

Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

SECTION 29: NON-DISCLOSURE

The designs, plans, reports, investigations, materials and documents prepared or acquired by the Consultant pursuant to this Agreement (including any duplicate copies kept by the Consultant) shall not be shown to any other public or private person or entity, except as authorized by the City. The Consultant shall not disclose to any other public or private person or entity any information regarding the activities of the City except as authorized by the City.

SECTION 30: SUBCONTRACTING

None of the services covered by the Agreement shall be subcontracted without the prior consent of the City. The Consultant shall be as fully responsible to the City for the acts and omissions of his sub-consultants, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. The Consultant shall insert in each subcontract appropriate provisions requiring compliance with the labor standards provisions of this Agreement.

SECTION 31: CHANGES

The City may, from time to time, request changes in the Scope of Services of the Contract to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon by and between the City and the Consultant shall be incorporated to this Contract.

SECTION 32: JOB SITE SAFETY

The general or prime Consultant who is responsible for means, methods and procedures of the project shall be responsible for job site safety.

The prime consultant and all sub-consultants of all tiers shall:

- A. Be responsible for the safety of their respective employees as required by law.
- B. Come under the jurisdiction and supervision of the general or prime consultant's job site safety program.
- C. Exercise reasonable care to avoid risk of injury to others as required by the professional standard of care.

SECTION 33: PREVAILING WAGES FOR PUBLIC WORKS PROJECTS– IF APPLICABLE

- A. No professional consultant or sub-consultant subject to the requirements of State of California's prevailing wages may be awarded a contract, or contracted with, for a public works project (submitted on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- B. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

SECTION 34: DATE OF AGREEMENT

The date of this Agreement shall be the date it shall have been signed by a duly authorized representative of City.

IN WITNESS WHEREOF, City and Consultant have executed the Agreement.

COMPAS ROSE GIS

Date: 6/16/16

By: 
Melisa Caric Lee, President

CITY OF LA MESA,
A Municipal Corporation

Date: _____

By: _____
Mark Arapostathis, Mayor

Date: _____

Attest: _____
City Clerk

Date: _____

By: _____
Gregory P. Humora,
Director of Public Works/City Engineer

APPROVED AS TO FORM


CITY ATTORNEY

6/9/16
Date

Attachment: Exhibit A - Scope of Services, Schedule and Fee Structure

EXHIBIT A

Scope of Services,

Schedule

and

Fee Structure



**City of La Mesa
Proposal
For
As Needed GIS Consulting**

May 23, 2016

I. PROJECT DESCRIPTION

The City of La Mesa's Public Works Department has been continuing to improve their GIS program by keeping data accurate, developing new data layers, and serving a variety of end users with maps and web applications. Compass Rose GIS has been supporting these efforts by providing extension of staff and overall program management.

In the past year, the Public Works Department has upgraded their GIS capabilities by purchasing a dedicated GIS server and installing applicable Esri software. This effort was driven by the Department's migration to the latest Cartegraph OMS product. There are multiple on-going tasks related to the maintenance of Cartegraph that Compass Rose GIS will continue to support including:

- GIS Server administration
- Asset data management
- Creating roles/permissions for GIS editors
- Creating work flow for GIS data editing
- Updating and publishing of map services
- Assisting staff with training as-needed

With the addition of the GIS Server & enhanced database options, the Department together with Compass Rose GIS will continue to investigate the use of advanced functionality to support existing and future GIS projects.

ArcGIS Online is being utilized as an internal and external GIS viewer. The GIS team will continue to develop focused maps and present new ways to utilize this tool such as: editing functionality, data collection in the field, and engaging the public with more information using maps.

Additional details for these projects and others are included in the Scope of Work below. Compass Rose GIS and the City's project manager will continue to coordinate to prioritize projects and work within the allowable budget and schedule.

II. PROJECT SCOPE OF WORK

As-Needed GIS Projects

Compass Rose GIS will continue to support on-going data maintenance, project documentation, staff training, and overall GIS project coordination. When new projects arise, requirements must be discussed and documented and will include schedule and budget planning.

On-going and upcoming projects include:

- Manage data and maps for Granite XP
- Maintenance of GIS data layers:
 - Sewer
 - Storm drain
 - Legal maps
 - Address data
 - Parks & landscaping
 - Street lights
 - Concrete maintenance
 - Pavement
 - Facilities
 - Signs
 - Signals
 - Irrigation
 - And others as necessary
- Day to day technical, project, and mapping support for engineering and operations staff.
- User documentation and work flow processes for projects including:
 - GIS user manual
 - Tablet user guidelines
 - Cartegraph, Granite XP, and GIS integration work flow
 - GIS training documentation
 - Rule-based instructions for editing GIS databases
 - GIS Server security and administration documentation

Asset Management and GIS Integration

The Public Works Department has successfully migrated to Cartegraph OMS. Compass Rose GIS will continue to be responsible for GIS database management, synchronization with Cartegraph, troubleshooting issues, documentation of work flows, and staff training as-needed.

Initially nine GIS assets have been synched to Cartegraph. Preparations are underway to sync new assets with Cartegraph. Upcoming priorities include: Storm drain inlets, Parks, landscaping, striping.

The GIS Server administration and database management has proven to be the biggest function of the GIS team. Database versions have been created for different types of end users to either consume the maps or be able to edit the data. Roles and permissions have been established to manage data changes, QC, reconciling and publishing map services.

Upcoming tasks include:

-
- Switch Amazon Workspace Instance to regular 'windows' instead of SQL
- Synch additional assets in Cartegraph
- Continued staff training
- Work flow documentation
- On-going server administration and database management

Mobile GIS Implementation

With the acquisition of new tablets for the Public Works department, several GIS projects have been deployed for data collection, verification, and inspection activities. OMS users are also utilizing tables for maintenance & live editing in the field. Additional tablets will be purchased and rolled out to additional Public Works maintenance staff.

The data is being served out via the GIS Server allowing easy access and simple templates for viewing or editing. The GIS team performs QC, accepts appropriate edits, and publishes the data & maps as frequently as necessary.

Web Mapping Applications

The Department has been utilizing ArcGIS Online for a year and has published several active map applications including:

- Benchmarks
- Concrete maintenance
- Electrical Meters
- Facilities
- Industrial/ Commercial
- Pavement maintenance
- Signals
- Signs
- Street Lights
- Striping
- Sweeping
- Irrigation

Future opportunities for ArcGIS Online include embedding links and interactive maps on the City's website such as street sweeping and other helpful information for the public.

With the implementation of the GIS Server, additional tools, functions, and options are available. Compass Rose GIS will begin to prepare moving more GIS data over to the Server for improved access, security and versioning controls.

III. SUMMARY OF ASSUMPTIONS

The following is a summary of assumptions for this contract:

1. The City will assign a project manager who will act as the main point of contact and decision maker for the services included in this contract.
2. The hardware and software to be used at the City is up to current standards. This includes enough drive space and RAM to run GIS software and perform complex spatial analysis.
3. The City's IT staff will accommodate any software/ hardware needs required for GIS projects. Any delay in support may affect the project timeline and will be communicated with the City's project manager.
4. Printers and paper will be supplied by the City when performing work on-site.

IV. SCHEDULE

Compass Rose GIS will work with the City's Project Manager to define detailed schedules per individual project.

V. FEES AND CONDITIONS

- The fee for the As-Needed GIS Services described in this scope of work will be paid on a time and materials basis for an amount not to exceed \$80,000.
- The hourly rate for Compass Rose GIS Project Manager for this project is \$90 per hour.
- The hourly rate for the GIS Technician is \$50 per hour.
- The hourly rate for System Architect, from GIS Inc., is \$117 per hour.
- Billing hours shall be from arrival to departure time at the City. Upon Project Manager's approval, some tasks may also be performed at Contractor's office.
- Billing will occur monthly.



**City of La Mesa
Proposal
For
As Needed GIS Consulting**

May 23, 2016

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Compass Rose GIS will work with the City's Project Manager to define detailed schedules per individual project.

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- Billing will occur monthly.

CERTIFICATE OF CITY/DIRECTOR OF FINANCE

Certification of Unappropriated Reserves

I HEREBY CERTIFY that the money required for the appropriation of funds for the purpose as docketed is available in the Treasury, or is anticipated to come into the Treasury, and is otherwise unappropriated.

Amount \$ _____ Fund _____

Purpose _____

Date _____
By _____
Director of Finance
City of La Mesa

Unappropriated Reserves Available Balance \$ _____

Certification of Unencumbered Balance

I HEREBY CERTIFY that the indebtedness and obligation as docketed can be incurred; that sufficient monies to meet the obligations are actually in the Treasury, or are anticipated to come into the Treasury to the credit of the appropriation from which the same are to be drawn; and that said monies now actually in the treasury, together with the monies anticipated to come into the Treasury, to the credit of said appropriation are otherwise unencumbered.

Amount Not to Exceed \$80,000.00



Director of Finance
City of La Mesa

Date: 6/8/16

By: Gregory Humora

Fund: 4141 Dept./Activity: 4141-6430

\$80,000.00 from account 4141-6430
(available \$88,900.00)

Purpose: Awarding a contract for specialized services to Compass Rose GIS for as-needed mapping and geographical information services.

CERTIFICATE NO. 1498



REPORT to the MAYOR and MEMBERS of the CITY COUNCIL
From the CITY MANAGER

DATE: June 28, 2016

SUBJECT: Resolution to Award Second Renewal Option of Annual Contract for Janitorial and Custodial Services at City Facilities to Commercial Cleaning Systems

ISSUING DEPARTMENT: Public Works

SUMMARY:

Issues:

Should the City Council adopt the resolution to award the second renewal option of the annual contract for janitorial and custodial services at City facilities to Commercial Cleaning Systems?

Recommendation:

That the City Council adopt the resolution to award the second renewal option of the annual contract for janitorial and custodial services at City facilities to Commercial Cleaning Systems.

Fiscal Impact:

The janitorial and custodial service is estimated to cost \$193,070.91 in fiscal year 2016/2017. An additional contingency amount of \$15,000 is included for small adjustments to the services when needed. Funds are budgeted in accounts 1402-6430 and 5105-6430 for this service.

BACKGROUND:

The City has eight locations, some with multiple buildings, which require part time or full time janitorial and custodial services. These facilities have a combined total interior space of approximately 146,000 square feet. Some facilities are serviced by City staff, but most are through contract. Services also include set-up and tear-down of banquet type functions in some locations and also include occasional or temporary janitorial and

custodial services for vacation coverage of City staff. Request for Proposal 14-12 for janitorial and custodial services at City facilities was awarded to Commercial Cleaning Systems in 2014. The contract was for one year with four additional one-year options to renew.

DISCUSSION:

Commercial Cleaning Systems continues to provide reasonable service at a reduced cost over the previous contract. Commercial Cleaning Systems is requesting price increases for fiscal year 2016/2017 due to rising minimum wage expenses and other cost increases. The estimated cost would be \$193,070.91 and an additional contingency amount of \$15,000.00 would allow for small adjustments to the services throughout the year when needed.

CONCLUSION:

Staff recommends that the City Council adopt the resolution to award the second renewal option of the annual contract for janitorial and custodial services at City facilities to Commercial Cleaning Systems.

Reviewed by:



David E. Witt
City Manager

Respectfully submitted by:



Gregory P. Humora
Director of Public Works/City Engineer



Leon P. Firsht
Assistant Director of Public Works



Scott A. Munzenmaier
Purchasing Officer

Attachments: A. Resolution
B. First Amendment

RESOLUTION NO. 2016-_____

RESOLUTION TO AWARD THE SECOND RENEWAL OPTION OF THE ANNUAL CONTRACT FOR JANITORIAL AND CUSTODIAL SERVICES AT CITY FACILITIES TO COMMERCIAL CLEANING SYSTEMS

WHEREAS, the City has eight locations, some with multiple buildings, which require part time or full time janitorial and custodial services;

WHEREAS, Request for Proposal 14-12 for janitorial and custodial services at City facilities was awarded to Commercial Cleaning Systems in 2014 for one year with four additional one-year options to renew; and

WHEREAS, Commercial Cleaning Systems continues to provide reasonable service at a reduced cost over the previous contract and is requesting price increases for fiscal year 2016/2017 with the estimated one-year cost to be \$193,070.91.

BE IT AND IT IS HEREBY RESOLVED by the City Council of the City of La Mesa, California, that the City Council intends to renew the citywide contract for janitorial and custodial services at City facilities to Commercial Cleaning Systems for a not-to-exceed amount of \$208,070.91 including a contingency amount of \$15,000 for small adjustments to the services when needed.

PASSED AND ADOPTED at a Regular meeting of the City Council of the City of La Mesa, California, held the 28th day of June, 2016, by the following vote, to wit:

AYES:

NOES:

ABSENT:

CERTIFICATE OF CITY CLERK

I, MARY J. KENNEDY, City Clerk of the City of La Mesa, California, do hereby certify the foregoing to be a true and exact copy of Resolution No. 2016-_____, duly passed and adopted by the City Council of said City on the date and by the vote therein recited.

MARY J. KENNEDY, CMC, City Clerk

(SEAL OF CITY)

SECOND AMENDMENT TO STANDARD AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN CITY OF LA MESA AND
COMMERCIAL CLEANING SYSTEMS
FOR JANITORIAL AND CUSTODIAL SERVICES AT CITY FACILITIES

THIS SECOND AMENDMENT TO AGREEMENT executed this ___ day of _____ 2016, by and between the City of La Mesa, a municipal corporation, hereinafter referred to as "City," and Commercial Cleaning Systems, hereinafter referred to as "Contractor."

1. RECITALS:

1.1 The City and Contractor have entered into an agreement for professional services to provide janitorial and custodial services in the City (the "Agreement"). The Agreement was executed on August 7, 2014 pursuant to the City's award of RFP 14-12. Pursuant to Sections 1: Engagement of Contractor, the contract may be renewed for an additional four one-year terms by mutual consent of both parties.

1.2 The City and Contractor desire to exercise the second option to renew the Agreement for one year from date of final contract execution with an increase in the costs as detailed in the attachment.

NOW, THEREFORE, IT IS AGREED by and between the parties that the Agreement shall be amended as follows:

Section 1. Section 1 of the Agreement for contract term is hereby amended to read:

"The City hereby agrees to engage Contractor and Contractor hereby agrees to perform the services set forth in this Agreement. This Agreement shall be for a renewed term of July 1, 2016 through June 30, 2017 and may be renewed for an additional two one-year terms by mutual written consent of both parties."

Section 2. Section 8 of the Agreement for contract term is hereby amended to read:

"Monthly payments shall be made based upon evidence that the work is performed satisfactorily as determined by the City's Representative and substantiated with detailed invoices. The amount to be billed shall be based on the Contractor schedule of fees for professional services and the actual time required for each activity. The schedule of fees and time for the services are as shown in the First Amendment to this Agreement attached hereto and incorporated herein as part of this Agreement.

The total fee for professional services shall be billed per the cost schedule with a total amount not to exceed two hundred eight thousand seventy dollars and ninety-one cents (\$208,070.91), which includes a contingency amount of fifteen thousand dollars (\$15,000.00) for additional services or costs that may become necessary to execute this contract."

Section 3. All other terms, conditions and obligations contained in the Agreement other than those specified in this First Amendment Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Agreement as of the date first above written.

CONTRACTOR
Commercial Cleaning Systems

CITY OF LA MESA
A Municipal Corporation

By: _____
Dana Holladay, Senior Vice President Date

By: _____
Mark Arapostathis, Mayor Date

ATTEST: _____
Mary Kennedy, CMC
City Clerk

By: _____
David E. Witt, City Manager Date

By: _____
Gregory P. Humora, Director of Date
Public Works/City Engineer

APPROVED AS TO FORM:

Glenn Sabine, City Attorney Date

Attachment: Schedule of Fees

SCHEDULE OF FEES

RFP 14-12, Janitorial and Custodial Services at City Facilities, FY2016/2017

Commercial Cleaning Systems

| Facility & Extra Tasks | Per occurrence cost | Hourly cost | Monthly cost |
|---|---------------------|-------------|--------------|
| Com., Rec. & Nan Couts Typ. Daily Tasks | | | \$ 7,593.71 |
| Windows 2x/year | \$ 1,153.11 | | |
| Deep clean carpets 2x/year | \$ 376.26 | | |
| Strip/buff/wax floors 2x/year | \$ 250.83 | | |
| Comm Ctr weekend tear-down/set-up | \$ 74.97 | | |
| Rec Ctr weekend tear-down/set-up | \$ 62.48 | | |
| Nan Couts weekend tear-down/set-up | \$ 37.49 | | |
| Challenge Center, Sunset Gym Typ. Daily Tasks | | | \$ 766.89 |
| Windows 2x/year | \$ 186.12 | | |
| Deep clean carpets 2x/year | \$ 224.25 | | |
| Strip/buff/wax floors 2x/year | \$ 149.50 | | |
| Adult Enrichment Center & Porter Hall | | \$ 24.41 | |
| Weekend tear-down/set-up | \$ 48.82 | | |
| Police Dept. Entire Bldg. Typ. Daily Tasks | | | \$ 3,871.70 |
| Windows 2x/year | \$ 1,540.11 | | |
| Deep clean carpets 2x/year | \$ 577.18 | | |
| Strip/buff/wax floors 2x/year | \$ 897.83 | | |
| City Hall Bldg. & Annex I, II | | \$ 24.41 | |
| PW Ops bldgs. #100,300,400,600 Typ. Daily Tasks | | | \$ 770.69 |
| Windows 2x/year | \$ 265.22 | | |
| Deep clean carpets 2x/year | \$ 523.27 | | |
| Strip/buff/wax floors 2x/year | \$ 348.85 | | |
| Fire # 11 Admin. Typ. Daily Tasks | | | \$ 404.04 |
| Windows 2x/year | \$ 786.34 | | |
| Deep clean carpets 2x/year | \$ 373.77 | | |
| Strip/buff/wax floors 2x/year | \$ 249.17 | | |
| Fire # 12 Conf. & RR's Typ. Daily Tasks | | | \$ 192.48 |
| Windows 2x/year | \$ 383.86 | | |
| Deep clean carpets 2x/year | \$ 373.77 | | |
| Strip/buff/wax floors 2x/year | \$ 249.17 | | |
| On-call / As-needed Services | | \$ 33.00 | |

CERTIFICATE OF CITY/DIRECTOR OF FINANCE

Certification of Unappropriated Reserves

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Amount \$ _____ Fund _____

Purpose _____

Director of Finance
City of La Mesa
By _____

Date _____

Unappropriated Reserves Available Balance \$ _____

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Amount Not to Exceed \$208,070.91



Director of Finance
City of La Mesa

Date: 6/22/16

By: Greg Humora

Fund: 1402; Dept./Activity: 1402-6430; 5105-6430
5105

\$198,868.23 from account 1402-6430
(available \$361,100.00); \$9,202.68
from account 5105-6430 (available
\$194,570.00)

Purpose: Second option renewal of janitorial and custodial services at City facilities

CERTIFICATE NO. 1502



REPORT to the MAYOR and MEMBERS of the CITY COUNCIL
From the CITY MANAGER

DATE: June 28, 2016

SUBJECT: Resolution to Award Second Renewal Option of Bid 14-13, Type B Asphalt Concrete, for the Cities of La Mesa, Carlsbad, National City and Santee, to Superior Ready Mix Concrete and Vulcan Materials Company

ISSUING DEPARTMENT: Public Works

SUMMARY:

Issues:

Should the City Council adopt the resolution to award the second renewal option of Bid 14-13, Type B Asphalt Concrete, for the Cities of La Mesa, Carlsbad, National City and Santee, to Superior Ready Mix Concrete and Vulcan Materials Company?

Recommendation:

That the City Council adopt the resolution to award the second renewal option of Bid 14-13, Type B Asphalt Concrete, for the Cities of La Mesa, Carlsbad, National City and Santee, to Superior Ready Mix Concrete and Vulcan Materials Company.

Fiscal Impact:

The materials may cost up to \$299,114.91 in fiscal year 2016/2017. Funds are to be budgeted in accounts 3102-6420 and 5150-6420.

Strategic Goals:

Continue to improve high quality municipal services

BACKGROUND:

Asphalt is utilized for the cities' in-house street resurfacing and repair patching programs. Bid 14-13 was conducted in 2014 and was a cooperative process involving the cities of La Mesa, Carlsbad, National City and Santee. The bid was for one year with four additional one-year renewal options. To assure a continuous product supply, due to the possibility that one firm may not have the items available when required, the

bid award was issued to two vendors, Superior Ready Mix Concrete and Vulcan Materials Company. Evaluation of the bids was based on the total cost of each material in each section and a haul distance penalty for materials to be picked up. The penalty allows staff to include consideration of expenses incurred by the round trip haul distance from their respective Public Works Facilities to the vendors' plants.

DISCUSSION:

Both vendors have expressed the desire to renew the bid award. Vulcan Materials Company has requested no change to their current pricing. Superior Ready Mix Concrete is offering to lower their prices by an average of eight percent. Superior Ready Mix Concrete has the lowest price in Section I when taking into account the haul penalty and the bid award recommendation is based on that pricing with Vulcan Materials Company supplying Sections II and III. The renewed bid award for each city, including sales tax, would be: La Mesa, \$299,114.91; Carlsbad, \$58,050.00; National City, \$17,186.40; and Santee, \$21,416.40.

CONCLUSION:

Staff recommends that the City Council adopt the resolution to award the second renewal option of Bid 14-13, Type B Asphalt Concrete, for the Cities of La Mesa, Carlsbad, National City and Santee, to Superior Ready Mix Concrete and Vulcan Materials Company.

Reviewed by:



David E. Witt
City Manager

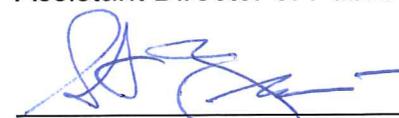
Respectfully submitted by:



Gregory P. Humora
Director of Public Works/City Engineer



Leon P. Firsh
Assistant Director of Public Works



Scott A. Munzenmaier
Purchasing Officer

Attachments: A. Resolution
B. Bid Results

RESOLUTION NO. 2016-_____

RESOLUTION TO AWARD SECOND RENEWAL OPTION OF BID 14-13,
TYPE B ASPHALT CONCRETE, FOR THE CITIES OF LA MESA,
CARLSBAD, NATIONAL CITY AND SANTEE, TO SUPERIOR READY
MIX CONCRETE AND VULCAN MATERIALS COMPANY

WHEREAS, asphalt is utilized for the cities' in-house street resurfacing and repair patching programs and Bid 14-13 was conducted in 2014 as a cooperative process involving the cities of La Mesa, Carlsbad, National City and Santee; and

WHEREAS, due to the possibility that one firm may not have the items available when required, the bid award was issued to two vendors, Superior Ready Mix Concrete and Vulcan Materials Company, for one year with four additional one-year renewal options; and

WHEREAS, both vendors have expressed the desire to renew the bid award with Vulcan Materials Company requesting no change to their pricing and Superior Ready Mix Concrete offering to lower their pricing by an average of eight percent.

BE IT AND IT IS HEREBY RESOLVED by the City Council of the City of La Mesa, California, that the City Council intends to award the second renewal of Bid 14-13 with Superior Ready Mix Concrete and Vulcan Materials Company, which for each city, including sales tax, will be: La Mesa, \$299,114.91; Carlsbad, \$58,050.00; National City, \$17,186.40; and Santee, \$21,416.40.

PASSED AND ADOPTED at a Regular meeting of the City Council of the City of La Mesa, California, held the 28th day of June, 2016, by the following vote, to wit:

AYES:

NOES:

ABSENT:

CERTIFICATE OF CITY CLERK

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MARY J. KENNEDY, CMC, City Clerk

(SEAL OF CITY)

ANNUAL TYPE "B" ASPHALT CONCRETE BID
 BID 14-13
 JULY 1, 2016 - JUNE 30, 2017

BID SCHEDULE

| | Vulcan Materials Company | | | | Superior Ready Mix Concrete | | | |
|---|----------------------------|---------------------|---------------------|--|-----------------------------|---------------------|---------------------|---------------------|
| | LA MESA | CARLSBAD | NATIONAL CITY | SANTEE | LA MESA | CARLSBAD | NATIONAL CITY | SANTEE |
| SECTION I: PICKUP (FOB VENDOR PLANT) | | | | | | | | |
| 1. 3/4" Max. Top (tons) | \$ 20,900.00 | \$ 27,500.00 | | | \$ 19,000.00 | \$ 25,000.00 | | |
| 2. 1/2" Max Top (tons) | \$ 129,250.00 | \$ 13,750.00 | | \$ 2,475.00 | \$ 122,200.00 | \$ 13,000.00 | | \$ 2,340.00 |
| 3. 3/8" Max. Top (tons) | \$ 21,240.00 | \$ 8,850.00 | \$ 8,850.00 | \$ 15,930.00 | \$ 20,160.00 | \$ 8,400.00 | \$ 8,400.00 | \$ 15,120.00 |
| 4. School Mix (tons) | \$ 12,600.00 | | | | \$ 11,520.00 | | | |
| 5. Sheet Mix A/C (tons) | \$ 6,300.00 | \$ 3,500.00 | \$ 1,750.00 | \$ 1,050.00 | \$ 6,120.00 | \$ 3,400.00 | \$ 1,700.00 | \$ 1,020.00 |
| 6. Cold Mix A/C (tons) | \$ 1,890.00 | | | | \$ 2,160.00 | | | |
| 7. Berm Mix A/C (tons) | \$ 1,260.00 | \$ 3,500.00 | | | \$ 1,152.00 | \$ 3,200.00 | | |
| 8. SS1H Oil (gallons) | \$ - | \$ - | | \$ - | \$ 3,240.00 | \$ 750.00 | | \$ 1,350.00 |
| 9. RS-1 Oil (ALT offer SSH-1) (gallons) | | | \$ - | | | | \$ - | |
| Sub-Total | \$ 193,440.00 | \$ 57,100.00 | \$ 10,600.00 | \$ 19,455.00 | \$ 185,552.00 | \$ 53,750.00 | \$ 10,100.00 | \$ 19,830.00 |
| Haul Distance (miles) | 31 | 58 | 38 | 28 | 13 | 70.2 | 25.4 | 12.2 |
| Haul Penalty per Ton @ \$.10/mile | \$ 10,555.50 | \$ 5,800.00 | \$ 665.00 | \$ 924.00 | \$ 4,426.50 | \$ 7,020.00 | \$ 444.50 | \$ 402.60 |
| Total with Haul Penalty | \$ 203,995.50 | \$ 62,900.00 | \$ 11,265.00 | \$ 20,379.00 | \$ 189,978.50 | \$ 60,770.00 | \$ 10,544.50 | \$ 20,232.60 |
| SECTION II: WARM MIX PICKUP (FOB VENDOR PLANT) | | | | | | | | |
| 10. 1/2" Warm Mix Asphalt (25% Green Book Specs) (tons) | \$ 35,400.00 | | | | \$ - | | | |
| Sub-Total | \$ 35,400.00 | | | | \$ - | | | |
| Haul Distance (miles) | 50 | | | | | | | |
| Haul Penalty per Ton @ \$.10/mile | \$ 3,000.00 | | | | \$ - | | | |
| Total with Haul Penalty | \$ 38,400.00 | | | | \$ - | | | |
| SECTION III: DELIVERY (FOB DESTINATION) | | | | | | | | |
| 11. 1/2" Max. Top (tons) | \$ 55,620.00 | | | | \$ 62,100.00 | | | |
| 12. Cold Mix A/C (tons) | | | \$ 5,760.00 | | | | \$ 6,750.00 | |
| 13. RS-1 Oil for Sealing (gallons) | | | \$ - | | | | \$ - | |
| Sub-Total | \$ 55,620.00 | | \$ 5,760.00 | | \$ 62,100.00 | | \$ 6,750.00 | |
| Maximum Allowable Unloading Time (minutes) | | | | 30 | | | | 30 |
| Standby Time Cost per Minute | \$ | | | 1.94 | \$ | | | 1.50 |
| Delivery Notice Required (hours) | | | | 48 | | | | 24 |
| SECTION IV: OTHER | | | | | | | | |
| 14. Hauling Asphalt Spoil from Jobsites (cost per hour) | \$ | | | 130.00 | \$ | | | 110.00 |
| 15. Warranty period for materials | | | | Limited warranty for (1) year as specific on Vulcan Material's delivery tickets. | | | | ONE YEAR |
| | Sections II and III | | | | Section I | | | |
| Total w/ Sales Tax | \$ 98,718.75 | | \$ 6,278.40 | | \$ 200,396.16 | \$ 58,050.00 | \$ 10,908.00 | \$ 21,416.40 |

CERTIFICATE OF CITY/DIRECTOR OF FINANCE

Certification of Unappropriated Reserves

I HEREBY CERTIFY that the money required for the appropriation of funds for the purpose as docketed is available in the Treasury, or is anticipated to come into the Treasury, and is otherwise unappropriated.

Amount \$ _____ Fund _____

Purpose _____

Director of Finance
City of La Mesa
By _____

Date _____

Unappropriated Reserves Available Balance \$ _____

Certification of Unencumbered Balance

I HEREBY CERTIFY that the indebtedness and obligation as docketed can be incurred; that sufficient monies to meet the obligations are actually in the Treasury, or are anticipated to come into the Treasury to the credit of the appropriation from which the same are to be drawn; and that said monies now actually in the treasury, together with the monies anticipated to come into the Treasury, to the credit of said appropriation are otherwise unencumbered.

Amount Not to Exceed \$276,572.00



Director of Finance
City of La Mesa

Date: 6/21/16

By: Greg Humora

Fund: 3102, Dept./Activity: 3102-6420; 5150-6420
5150

\$271,572.00 from account 3102-6420
(available \$382,620.00); \$5,000.00
from account 5150-6420 (available
\$14,400.00)

Purpose: Asphalt to be utilized for the city's in-house street resurfacing and repair patching programs

CERTIFICATE NO. 1500



REPORT to the MAYOR and MEMBERS of the CITY COUNCIL
From the CITY MANAGER

DATE: June 28, 2016

SUBJECT: Resolution Awarding a Professional Services Contract to Bureau Veritas North America, Inc. for Building Inspection Services

ISSUING DEPARTMENT: Community Development

SUMMARY:

Issue:

Should the City of La Mesa approve a resolution to award a professional services contract to Bureau Veritas North America, Inc. for building inspection services for \$100,000 ?

Recommendation:

Approve the attached resolution awarding a professional services contract to Bureau Veritas North America, Inc. for building inspection services for \$100,000.

Fiscal Impact:

Funds are available from account 2301-6430.

City's Strategic Goals:

Continue to improve high quality municipal services

BACKGROUND:

In November 2014, the City Council awarded a contract to Bureau Veritas North America, Inc. (Bureau Veritas) for building inspection service during FY2014-15. In September 2015 and January 2016, due to continued high level of permit and construction activities, the Council approved a separate contract extension to continue the inspection services into FY 2015-16.

DISCUSSION:

During the past 3 to 4 years, the building division has experienced a twofold increase in construction valuation; and over 50% increase in the number of permits. Since January 2015, the City has retained the service of Bureau Veritas to assist in the inspection services. With the contract services, the City's building division has maintained the same professional quality service throughout recent years. Bureau Veritas has been able to offer a contract inspector of the same caliber as that of in-house staff.

Given the current and projected level of the developments, staff anticipates the demand for inspection services will likely continue in the coming years. It is therefore requested that the City council authorize and award a building inspection contract to Bureau Veritas for FY 2016-17 in the amount of \$ 100,000, with a provision for 2-renewals.

The La Mesa Municipal Code, Section 2.40.070 (A)(6) provides that City's Purchasing Officer may waive competitive bidding with approval from the City Council when professional, specialized or consulting services are provided by firms who have performed similar or equal satisfactory work previously for the city on the same scope of work, program or project area.

CONCLUSION:

Staff recommends that the Council waive competitive bidding process for a professional services contract for building inspection, and award the contract to Bureau Veritas for \$100,000.

Reviewed by:



David E. Witt
City Manager

Respectfully submitted by:



Carol Dick
Community Development Director



Scott Munzenmaier
Purchasing Officer

- Attachments: A. Resolution
 B. Proposal from Bureau Veritas

RESOLUTION NO. 2016-_____

RESOLUTION TO AWARD A PROFESSIONAL SERVICES CONTRACT TO BUREAU VERITAS NORTH AMERICA INC. FOR BUILDING INSPECTION SERVICES

WHEREAS, one of the City of La Mesa's goals is to continue to improve high quality municipal services;

WHEREAS, The City has a need for professional building inspection services in keep with this goal;

WHEREAS, November 25, 2014, the City Council of the City of La Mesa, California awarded a professional services contract to Bureau Veritas North America Inc. for building inspection services for FY2014-15;

WHEREAS, September 2015 and January 2016, due to continued high level of permit and construction activities, the Council approved a separate contract extension to continue the inspection services into FY 2015-16; and

WHEREAS, given the current and projected level of the developments, the demand for inspection services will likely to continue in the coming years.

NOW THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the City Council of the City of La Mesa, California, that the City Council waive competitive bidding process for a professional services contract for building inspection, and award the contract to Bureau Veritas for \$100,000, with a provision for 2-renewals.

PASSED AND ADOPTED at a Regular meeting of the City Council of the City of La Mesa, California, held the 28th day of June, 2016, by the following vote, to wit:

AYES:
NOES:
ABSENT:

CERTIFICATE OF CITY CLERK

I, MARY J. KENNEDY, CMC, City Clerk of the City of La Mesa, California, do hereby certify the foregoing to be a true and exact copy of Resolution No. 2016-_____, duly passed and adopted by the City Council of said City on the date and by the vote therein recited.

MARY J. KENNEDY, CMC, City Clerk

(SEAL OF CITY)

STANDARD AGREEMENT FOR SPECIALIZED PROFESSIONAL SERVICES
BETWEEN THE CITY OF LA MESA AND BUREAU VERITAS NORTH AMERICA, INC.
FOR BUILDING INSPECTION SERVICES

This Agreement is entered into by City of La Mesa as of this ___ day of _____, 2016, by and between the City of La Mesa, a municipal corporation, hereinafter referred to as "the City", and Bureau Veritas North America, Inc. hereinafter referred to as "Contractor."

WITNESSETH THAT:

WHEREAS, the City has need for professional services and is willing to compensate Contractor for such services; and

WHEREAS, the City desires to engage Contractor to render certain technical and professional services providing building inspection services; and

WHEREAS, the City wishes to contract with a firm presently successful providing inspection services to governmental agencies.

WHEREAS, Contractor provides highly qualified and credentialed professionals with many years of experiences in enforcing building codes;

THEREFORE, the parties do mutually agree as follows:

SECTION 1: ENGAGEMENT OF CONTRACTOR

The City hereby agrees to engage Contractor, and Contractor hereby agrees to perform the services set forth in this Agreement. This Agreement shall be for an initial term from the execution date of the Agreement through June 30, 2017 and may be renewed for an additional two one-year terms by mutual written consent of both parties. The City Manager shall have sole and exclusive right to exercise any options contained in this agreement on behalf of the City.

SECTION 2: SERVICES TO BE PERFORMED BY CONTRACTOR

Contractor shall commence performance of the building inspection services, as directed by the City Building Official, upon execution of this Agreement by both parties.

SECTION 3: KEY PROJECT PERSONNEL

Contractor agrees to provide the services of David Shields, Building Inspector, for the full term of this contract. No substitutions will be made without prior written approval by the City. The City reserves the right to request specific qualifications for personnel substituted under this section.

SECTION 4: CITY REPRESENTATION

The Building Official for the City of La Mesa shall represent the City in all matters pertaining to the services rendered pursuant to this Agreement and shall administer said Agreement on behalf of the City. This person shall hereinafter be referred to as the "City's Representative."

SECTION 5: COMPENSATION TO CONTRACTOR

Compensation for work performed by contractor under this Agreement shall be based on the attached contractor Hourly Rates (Attachment A).

SECTION 6: METHOD OF COMPENSATION

The City shall compensate Contractor for the services performed hereunder on a monthly basis within thirty (30) calendar days of receipt of Contractor's invoice for the services performed. The Contractor shall provide documentation regarding time-and-material charges sufficient to meet normal auditing practice.

The City shall promptly review invoicing and notify Contractor of any objection thereto in writing within fifteen (15) days of receipt of the invoice; absent such objection the invoice shall be deemed proper and acceptable.

In the event that any undisputed invoice is not paid within thirty (30) calendar days after receipt of the invoice by the City, it shall commence bearing interest on the date that the invoice was rendered at the rate of 1% per month and the City agrees to pay all accrued interest, together with the charges for services rendered.

SECTION 7: HOLD HARMLESS

To the furthest extent allowed by law including California Civil Code section 2782, Contractor shall indemnify, hold harmless and defend CITY and each of its elected officials, officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by City, Contractor or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Agreement. Contractor's obligations under the preceding sentence shall apply regardless of whether City or any of its elected officials, officers, employees, agents or volunteers are passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused by the active or sole negligence, or the willful misconduct, of City or any of its elected officials, officers, employees, agents or volunteers.

If Contractor should subcontract all or any portion of the work to be performed under this Agreement, Contractor shall require each subcontractor to indemnify, hold harmless and defend City and each of its elected officials, officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Agreement.

SECTION 8: INSURANCE

Throughout the life of this Agreement, Contractor shall pay for and maintain in full force and effect all policies of insurance required hereunder with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A- VII" in Best's Insurance Rating Guide, or (ii) authorized by the City Manager or his/her designee at any time and in his/her sole discretion. The following policies of insurance are required:

(i) COMMERCIAL GENERAL LIABILITY insurance which shall be at least as broad as the most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01 and include insurance for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Contract) with limits of liability of not less than the following:

\$1,000,000 per occurrence for bodily injury and property damage
\$1,000,000 per occurrence for personal and advertising injury
\$1,000,000 aggregate for products and completed operations
\$2,000,000 general aggregate

(ii) COMMERCIAL AUTOMOBILE LIABILITY insurance which shall be at least as broad as the most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, and include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1 - Any Auto) with limits of liability of not less than \$1,000,000 per accident for bodily injury and property damage.

(iii) WORKERS' COMPENSATION insurance as required under the California Labor Code.

(iv) EMPLOYERS' LIABILITY insurance with limits of liability of not less than \$1,000,000 each accident, \$1,000,000 disease policy limit and \$1,000,000 disease each employee.

(v) PROFESSIONAL LIABILITY (ERRORS AND OMISSIONS) insurance appropriate to Contractor's profession, with limits of liability of not less than \$1,000,000 per claim/occurrence and \$2,000,000 policy aggregate.

In the event Contractor maintains higher limits than the minimums shown above, City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

Contractor shall be responsible for payment of any deductibles contained in any insurance policies required hereunder and Contractor shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to, and

approved by, the City Manager or his/her designee. At the option of the City Manager or his/her designee, either: (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to City, its elected officials, officers, officials, employees, agents and volunteers: or (ii) Contractor shall provide a financial guarantee, satisfactory to City Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall City be responsible for the payment of any deductibles or self-insured retentions.

All policies of insurance required hereunder shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after 30 calendar day written notice has been given to City. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, Contractor shall furnish City with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for City, Contractor shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than 15 calendar days prior to the expiration date of the expiring policy.

The General Liability and Automobile Liability insurance policies shall be written on an occurrence form and shall name City, its elected officials, officers, officials, employees, agents and volunteers as an additional insured. Such policy(ies) of insurance shall be endorsed so Contractor's insurance shall be primary and no contribution shall be required of City, its elected officials, officers, officials, employees, agents and volunteers. The coverage shall contain no special limitations on the scope of protection afforded to City, its elected officials, officers, officials, employees, agents or volunteers. The Workers' Compensation insurance policy shall contain a waiver of subrogation as to City, its elected officials, officers, officials, employees, agents and volunteers.

If the Professional Liability (Errors and Omissions) insurance policy is written on a claims-made form:

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by Contractor.
2. Insurance must be maintained and evidence of insurance must be provided for at least 3 years after any expiration or termination of the Agreement or, in the alternative, the policy shall be endorsed to provide not less than a 3-year discovery period.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by Contractor, Contractor must purchase extended reporting coverage for a minimum of 3 years following the expiration or termination of the Agreement.
4. A copy of the claims reporting requirements must be submitted to City for review.

5. These requirements shall survive expiration or termination of the Agreement.

Contractor shall furnish City with all certificate(s) and applicable endorsements effecting coverage required hereunder. **All certificates and applicable endorsements are to be received by City and approved by City Manager or his/her designee prior to City's execution of the Agreement and before work commences.** Upon request of City, Contractor shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

If at any time during the life of this Agreement or any extension, Contractor or any of its sub-contractors fail to maintain any required insurance in full force and effect, all work under this Agreement shall be discontinued immediately, and all payments due or that become due to Contractor shall be withheld until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City. Any failure to maintain the required insurance shall be sufficient cause for City to terminate this Agreement. No action taken by City hereunder shall in any way relieve Contractor of its responsibilities under this Agreement.

The fact that insurance is obtained by Contractor shall not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify City and its elected officials, officers, officials, employees, agents and volunteers shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Contractor. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Contractor, its principals, officers, employees, agents, persons under the supervision of Contractor, vendors, suppliers, invitees, contractors, sub-contractors, or anyone employed directly or indirectly by any of them.

If Contractor should subcontract all or any portion of the services to be performed under this Agreement, Contractor shall require each sub-contractor to provide insurance protection in favor of City, its elected officials, officers, officials, employees, agents and volunteers in accordance with the terms of each of the preceding paragraphs, except that the sub-contractors' certificates and endorsements shall be on file with Contractor and City prior to the commencement of any work by the sub-contractor.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Contractor shall procure acceptable alternative risk financing to assure payment of such deductibles or self-insured retentions.

E. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a current A. M. Best's rating of no less than A-:VI., and shall be "California-admitted carriers," unless otherwise acceptable to the City. The Contractor may propose alternatives to these requirements, provided the City receives a properly executed casualty reinsurance assumption of risk certificate ("cut-through endorsement").

F. VERIFICATION OF INSURANCE

Contractor shall furnish the City with original endorsements effecting coverage required by this Section. All endorsements are to be received and approved by the City before work commences. Certificates of Insurance are requested for information only, and shall not be accepted as substitutes for endorsements required herein, except for errors and omissions liability insurance. (See Insurance Code Section 384.)

G. PROFESSIONAL LIABILITY

Coverage shall be written on a policy form providing "design professional liability" or "architects and engineers" liability insurance or equivalent coverage. The policy limit shall be no less than one million dollars (\$1,000,000.00) per claim and in the aggregate.

SECTION 9: ASSIGNABILITY

Contractor shall not assign, delegate, or transfer this Agreement or any work hereunder, nor assign any monies due or to become due hereunder, except as expressly stated herein. In no event shall any contractual relation be created between any third party and the City without prior written consent of the City. A consent to one assignment shall not be deemed to be consent to any subsequent assignment.

SECTION 10: AMENDMENTS

This Agreement sets forth the entire understanding of the parties with respect to the subject matter herein. There are no other agreements, expressed or implied, oral or written, except as set forth herein. This Agreement may be amended upon written mutual consent of both parties hereto. Amendment requiring changes in compensation shall be subject to the City's change order procedures.

SECTION 11: NOTICES

All communications to either party by the other shall be deemed given when made in writing and delivered or mailed to such party at its respective address as follows:

City: Building Official
City of La Mesa
8130 Allison Avenue
La Mesa, CA 91942-5502
(619) 667-1159
FAX (619) 667-1380

Contractor: Bureau Veritas North America, Inc.
1665 Scenic Avenue, Suite 200
Costa Mesa, CA 92626
(714) 431-4123
FAX (714) 825-0685

The date of notification shall be receipt by the City as evidenced by the date stamp affixed to the notice.

SECTION 12: DISPUTE RESOLUTION

The City and Contractor shall submit unresolved claims, counterclaims, disputes, controversies and other matters between them arising out of or relating to this Agreement or the breach thereof ("disputes"), first to mediation and then if not resolved, to non-binding arbitration prior to initiating suit or judicial proceeding.

The City shall require that all Contractors agree to submit any unresolved claims, counterclaims, disputes, controversies and other matters between them and the City or the Contractor and/or any sub-contractors of any tier arising out of or relating to their agreement with the City or the breach thereof ("disputes") first to mediation and then if not resolved, to non-binding arbitration prior to initiating suit or judicial proceeding.

SECTION 13: TERMINATION OF AGREEMENT FOR CAUSE OR CONVENIENCE

If, through any cause, the Contractor shall fail to fulfill in timely and proper manner his obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement immediately by giving written notice to the Contractor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor under this Agreement shall, at the option of the City, become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

In addition to termination for cause, the City may terminate this Agreement for City's convenience upon not less than fifteen (15) day's written notice to Contractor. Upon receipt of said notice, the Contractor shall immediately cease all work under this Agreement unless said notice provides otherwise. If this Agreement is terminated as provided in this paragraph for City's convenience, the Contractor shall be required to provide to City all finished or unfinished documents, data, studies, services, etc., prepared by the Contractor as may be requested by

City and such work shall become City's property upon payment to Contractor for the value of the work performed, less payments of compensation previously made.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the City from the Contractor is determined.

SECTION 14: BUSINESS LICENSE

The Contractor, including all sub-contractors, shall obtain a business license for work within the City of La Mesa pursuant to La Mesa Municipal Code Sections 6.08.010 through 6.08.240.

No payments shall be made to any Contractor until such business license has been obtained, and all fees paid therefor, by the Contractor and all sub-contractors. Business license applications and information may be obtained from the Finance Department, City Administration Building, 8130 Allison Avenue, La Mesa, CA 91942-5502, (619) 667-1118.

SECTION 15: INTEREST OF MEMBERS OF THE CITY

No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement; and the Contractor shall take appropriate steps to assure compliance.

SECTION 16: INTEREST OF CONTRACTOR AND EMPLOYEES; STATEMENT OF ECONOMIC INTERESTS

The Contractor covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed. City may require Contractor to complete and submit a Form 700, Statement of Economic Interests, in accordance with applicable law, to City Clerk.

SECTION 17: FACILITIES AND EQUIPMENT

Contractor shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement.

SECTION 18: INDEPENDENT CONTRACTOR

At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee of City. City shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement; however, City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement.

SECTION 19: TIME

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

SECTION 20: CONTRACTOR NOT AGENT

Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

SECTION 21: NON-DISCLOSURE

The designs, plans, reports, investigations, materials and documents prepared or acquired by the Contractor pursuant to this Agreement (including any duplicate copies kept by the Contractor) shall not be shown to any other public or private person or entity, except as authorized by the City. The Contractor shall not disclose to any other public or private person or entity any information regarding the activities of the City except as authorized by the City.

SECTION 22: SUBCONTRACTING

None of the services covered by the Agreement shall be subcontracted without the prior consent of the City. The Contractor shall be as fully responsible to the City for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. The Contractor shall insert in each subcontract appropriate provisions requiring compliance with the labor standards provisions of this Agreement.

SECTION 23: CHANGES

The City may, from time to time, request changes in the Scope of Services of the Contract to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the City and the Contractor shall be incorporated to this Contract.

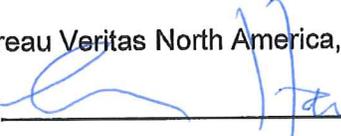
SECTION 24: DATE OF AGREEMENT

The date of this Agreement shall be the date it shall have been signed by a duly authorized representative of City.

IN WITNESS WHEREOF, City and Contractor have executed the Agreement.

Bureau Veritas North America, Inc.

Date: _____

By:  _____

CITY OF LA MESA,
A Municipal Corporation

Date: _____

By: _____
Mark Arapostathis, Mayor

Date: _____

Attest: _____
Mary Kennedy, City Clerk

Date: _____

By: _____
David E. Witt, City Manager

Date: _____

By:  _____
Carol Dick
Community Development Director

APPROVED AS TO FORM



CITY ATTORNEY

Attachment A



June 6, 2016

Jessie Y. Wu, P.E., C.B.O., Building Official
City of La Mesa
8130 Allison Avenue
La Mesa, CA 91942
T: 619.667.1159/ F: 619.667.1380
E: JWu@ci.la-mesa.ca.us

Re: Proposal to Provide Inspection Services

Dear Mr. Wu,

Bureau Veritas North America, Inc. (BVNA) is pleased to submit our proposal to provide inspection services for the City of La Mesa.

We take great pride in our ability to provide exemplary services to our clients and look forward to providing the same high level support to the City of La Mesa.

Our proposal is to provide the City of La Mesa inspection services on an as needed basis.

Our understanding is that at this time the City of La Mesa anticipates an inspection schedule of 20 + hours per week. Should the City desire, we can provide additional support services which include additional inspection support, plan review support for building, fire, and public works departments, permit and counter technician support, elevator inspection support, among other services. Our additional capabilities can be presented in more detail at the request of the City.

BVNA has provided similar inspection and other consulting services for more than 100 agencies in California. We are keenly aware of the desire for **high-quality customer service, timeliness, reliability, responsiveness and cost-effective solutions**. Our commitment to provide **accurate and appropriate solutions** to our clients and our ability to **quickly and efficiently** meet the needs of the communities that we serve makes BVNA an ideal partner for the City.

Below we have outlined our hourly rates for inspection and other related services. Should the City request plan review services, we can provide offsite plan review services equal to 70% of the City's collected plan review fees.

Hourly Rates:

| <u>Position</u> | <u>Billing Rate Per Hour</u> |
|-----------------------|------------------------------|
| Project Manager | \$150 |
| Combination Inspector | \$ 80 |



Optional Services

| | |
|---------------------------------|-------|
| Plan Check Engineer | \$115 |
| Senior Plans Examiner | \$110 |
| Fire Inspector / Plans Examiner | \$105 |
| ICC Certified Plans Examiner | \$95 |
| CASp | \$105 |

We can provide additional information regarding our qualifications and previous experience should you request.

Our hourly rates are valid through June 30, 2017.

BVNA looks forward to working with the City of La Mesa on this assignment.

Sincerely,

Craig Baptista

Director of Operations

Bureau Veritas North America, Inc. T.

916-514-4516

craig.baptista@us.bureauveritas.com



David Shields, Building Inspector

Education
Certificate of Achievement,
Construction Inspection

Registrations/Certifications
HERS Title 24 Testing
2002

Concrete Testing Technician
Grade 1
1998 - 2009

ICC Certified:
Building Inspector

Professional Affiliations
International Code Council (ICC)
American Concrete Institute (ACI)

Total Years of Experience
32+

Dave has over 32 years of experience with The Corky McMillin Companies; 10 years as Quality Assurance Manager and 22 years as Superintendent. He has practical knowledge of construction, plan reading, inspections, and problem solving. He is detail-oriented and self-motivated, with a track record to work independently and efficiently. He is a dedicated and loyal professional with strong interpersonal skills. Dave is a member of the American Concrete Institute, and served two terms on the San Diego ACI Board of Directors. He authored an internationally circulated article entitled "Setting Standards for Concrete Cracks" that was published by *Concrete International* in September 2003.

Select Project Experience

Project Manager / Estimator / Superintendent

Windsong Apartments

Served as project manager, estimator, and superintendent for 104 units, 2 and 3 story buildings. Project also included elevator, pool, and laundry.

Superintendent

Glen Ridge Apartments

Served as superintendent for 78 units, 3 story buildings.

Quality Assurance Manager

The Corky McMillin Companies

Created, organized, and implemented McMillin standards manual. Acted as a liaison between McMillin Construction and governing agencies. Responsible for plan reviews with third party inspectors, architects, structural and civil engineers, Title 24 consultants, purchasing agents, project managers, and construction staff. Researched new products for both cost and product specifications. Managed company Injury and Illness Prevention Plan and SWPPP, and conducted safety meetings.

Superintendent

The Corky McMillin Companies

Assure job sites follow proper procedures, SWPPP, safety, rules, and checklists. Schedule necessary pace to complete projects on time and on budget while maintaining a quality product. Assure the quality of projects and work done by subcontractors. Plan, schedule, organize, and direct subcontractors in day-to-day work on job sites. Assign duties and supervise support staff. Review plans from a value engineering standpoint prior to starting projects to minimize overruns and delays. Anticipate and minimize potential problems. Work with architects, structural engineers, and project managers to resolve issues when they arise. Maintain a clean, safe job site and conduct bi-weekly safety meetings. Handle all municipal and in-house required inspections. Review and approve subcontractor invoices. Assign duties and supervise support staff. Set daily, weekly, and monthly goals. Conduct monthly superintendent meetings.

STANDARD AGREEMENT FOR SPECIALIZED PROFESSIONAL SERVICES
BETWEEN THE CITY OF LA MESA AND BUREAU VERITAS NORTH AMERICA, INC.
FOR BUILDING INSPECTION SERVICES

This Agreement is entered into by City of La Mesa as of this ___ day of _____, 2016, by and between the City of La Mesa, a municipal corporation, hereinafter referred to as "the City", and Bureau Veritas North America, Inc. hereinafter referred to as "Contractor."

WITNESSETH THAT:

WHEREAS, the City has need for professional services and is willing to compensate Contractor for such services; and

WHEREAS, the City desires to engage Contractor to render certain technical and professional services providing building inspection services; and

WHEREAS, the City wishes to contract with a firm presently successful providing inspection services to governmental agencies.

WHEREAS, Contractor provides highly qualified and credentialed professionals with many years of experiences in enforcing building codes;

THEREFORE, the parties do mutually agree as follows:

SECTION 1: ENGAGEMENT OF CONTRACTOR

The City hereby agrees to engage Contractor, and Contractor hereby agrees to perform the services set forth in this Agreement. This Agreement shall be for an initial term from the execution date of the Agreement through June 30, 2017 and may be renewed for an additional two one-year terms by mutual written consent of both parties. The City Manager shall have sole and exclusive right to exercise any options contained in this agreement on behalf of the City.

SECTION 2: SERVICES TO BE PERFORMED BY CONTRACTOR

Contractor shall commence performance of the building inspection services, as directed by the City Building Official, upon execution of this Agreement by both parties.

SECTION 3: KEY PROJECT PERSONNEL

Contractor agrees to provide the services of David Shields, Building Inspector, for the full term of this contract. No substitutions will be made without prior written approval by the City. The City reserves the right to request specific qualifications for personnel substituted under this section.

SECTION 4: CITY REPRESENTATION

The Building Official for the City of La Mesa shall represent the City in all matters pertaining to the services rendered pursuant to this Agreement and shall administer said Agreement on behalf of the City. This person shall hereinafter be referred to as the "City's Representative."

SECTION 5: COMPENSATION TO CONTRACTOR

Compensation for work performed by contractor under this Agreement shall be based on the attached contractor Hourly Rates (Attachment A).

SECTION 6: METHOD OF COMPENSATION

The City shall compensate Contractor for the services performed hereunder on a monthly basis within thirty (30) calendar days of receipt of Contractor's invoice for the services performed. The Contractor shall provide documentation regarding time-and-material charges sufficient to meet normal auditing practice.

The City shall promptly review invoicing and notify Contractor of any objection thereto in writing within fifteen (15) days of receipt of the invoice; absent such objection the invoice shall be deemed proper and acceptable.

In the event that any undisputed invoice is not paid within thirty (30) calendar days after receipt of the invoice by the City, it shall commence bearing interest on the date that the invoice was rendered at the rate of 1% per month and the City agrees to pay all accrued interest, together with the charges for services rendered.

SECTION 7: HOLD HARMLESS

To the furthest extent allowed by law including California Civil Code section 2782, Contractor shall indemnify, hold harmless and defend CITY and each of its elected officials, officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by City, Contractor or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Agreement. Contractor's obligations under the preceding sentence shall apply regardless of whether City or any of its elected officials, officers, employees, agents or volunteers are passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused by the active or sole negligence, or the willful misconduct, of City or any of its elected officials, officers, employees, agents or volunteers.

If Contractor should subcontract all or any portion of the work to be performed under this Agreement, Contractor shall require each subcontractor to indemnify, hold harmless and defend City and each of its elected officials, officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Agreement.

SECTION 8: INSURANCE

Throughout the life of this Agreement, Contractor shall pay for and maintain in full force and effect all policies of insurance required hereunder with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A- VII" in Best's Insurance Rating Guide, or (ii) authorized by the City Manager or his/her designee at any time and in his/her sole discretion. The following policies of insurance are required:

(i) COMMERCIAL GENERAL LIABILITY insurance which shall be at least as broad as the most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01 and include insurance for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Contract) with limits of liability of not less than the following:

\$1,000,000 per occurrence for bodily injury and property damage
\$1,000,000 per occurrence for personal and advertising injury
\$1,000,000 aggregate for products and completed operations
\$2,000,000 general aggregate

(ii) COMMERCIAL AUTOMOBILE LIABILITY insurance which shall be at least as broad as the most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, and include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1 - Any Auto) with limits of liability of not less than \$1,000,000 per accident for bodily injury and property damage.

(iii) WORKERS' COMPENSATION insurance as required under the California Labor Code.

(iv) EMPLOYERS' LIABILITY insurance with limits of liability of not less than \$1,000,000 each accident, \$1,000,000 disease policy limit and \$1,000,000 disease each employee.

(v) PROFESSIONAL LIABILITY (ERRORS AND OMISSIONS) insurance appropriate to Contractor's profession, with limits of liability of not less than \$1,000,000 per claim/occurrence and \$2,000,000 policy aggregate.

In the event Contractor maintains higher limits than the minimums shown above, City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

Contractor shall be responsible for payment of any deductibles contained in any insurance policies required hereunder and Contractor shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to, and

approved by, the City Manager or his/her designee. At the option of the City Manager or his/her designee, either: (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to City, its elected officials, officers, officials, employees, agents and volunteers: or (ii) Contractor shall provide a financial guarantee, satisfactory to City Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall City be responsible for the payment of any deductibles or self-insured retentions.

All policies of insurance required hereunder shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after 30 calendar day written notice has been given to City. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, Contractor shall furnish City with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for City, Contractor shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than 15 calendar days prior to the expiration date of the expiring policy.

The General Liability and Automobile Liability insurance policies shall be written on an occurrence form and shall name City, its elected officials, officers, officials, employees, agents and volunteers as an additional insured. Such policy(ies) of insurance shall be endorsed so Contractor's insurance shall be primary and no contribution shall be required of City, its elected officials, officers, officials, employees, agents and volunteers. The coverage shall contain no special limitations on the scope of protection afforded to City, its elected officials, officers, officials, employees, agents or volunteers. The Workers' Compensation insurance policy shall contain a waiver of subrogation as to City, its elected officials, officers, officials, employees, agents and volunteers.

If the Professional Liability (Errors and Omissions) insurance policy is written on a claims-made form:

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by Contractor.
2. Insurance must be maintained and evidence of insurance must be provided for at least 3 years after any expiration or termination of the Agreement or, in the alternative, the policy shall be endorsed to provide not less than a 3-year discovery period.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by Contractor, Contractor must purchase extended reporting coverage for a minimum of 3 years following the expiration or termination of the Agreement.
4. A copy of the claims reporting requirements must be submitted to City for review.

5. These requirements shall survive expiration or termination of the Agreement.

Contractor shall furnish City with all certificate(s) and applicable endorsements effecting coverage required hereunder. **All certificates and applicable endorsements are to be received by City and approved by City Manager or his/her designee prior to City's execution of the Agreement and before work commences.** Upon request of City, Contractor shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

If at any time during the life of this Agreement or any extension, Contractor or any of its sub-contractors fail to maintain any required insurance in full force and effect, all work under this Agreement shall be discontinued immediately, and all payments due or that become due to Contractor shall be withheld until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City. Any failure to maintain the required insurance shall be sufficient cause for City to terminate this Agreement. No action taken by City hereunder shall in any way relieve Contractor of its responsibilities under this Agreement.

The fact that insurance is obtained by Contractor shall not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify City and its elected officials, officers, officials, employees, agents and volunteers shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Contractor. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Contractor, its principals, officers, employees, agents, persons under the supervision of Contractor, vendors, suppliers, invitees, contractors, sub-contractors, or anyone employed directly or indirectly by any of them.

If Contractor should subcontract all or any portion of the services to be performed under this Agreement, Contractor shall require each sub-contractor to provide insurance protection in favor of City, its elected officials, officers, officials, employees, agents and volunteers in accordance with the terms of each of the preceding paragraphs, except that the sub-contractors' certificates and endorsements shall be on file with Contractor and City prior to the commencement of any work by the sub-contractor.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Contractor shall procure acceptable alternative risk financing to assure payment of such deductibles or self-insured retentions.

E. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a current A. M. Best's rating of no less than A-:VI., and shall be "California-admitted carriers," unless otherwise acceptable to the City. The Contractor may propose alternatives to these requirements, provided the City receives a properly executed casualty reinsurance assumption of risk certificate ("cut-through endorsement").

F. VERIFICATION OF INSURANCE

Contractor shall furnish the City with original endorsements effecting coverage required by this Section. All endorsements are to be received and approved by the City before work commences. Certificates of Insurance are requested for information only, and shall not be accepted as substitutes for endorsements required herein, except for errors and omissions liability insurance. (See Insurance Code Section 384.)

G. PROFESSIONAL LIABILITY

Coverage shall be written on a policy form providing "design professional liability" or "architects and engineers" liability insurance or equivalent coverage. The policy limit shall be no less than one million dollars (\$1,000,000.00) per claim and in the aggregate.

SECTION 9: ASSIGNABILITY

Contractor shall not assign, delegate, or transfer this Agreement or any work hereunder, nor assign any monies due or to become due hereunder, except as expressly stated herein. In no event shall any contractual relation be created between any third party and the City without prior written consent of the City. A consent to one assignment shall not be deemed to be consent to any subsequent assignment.

SECTION 10: AMENDMENTS

This Agreement sets forth the entire understanding of the parties with respect to the subject matter herein. There are no other agreements, expressed or implied, oral or written, except as set forth herein. This Agreement may be amended upon written mutual consent of both parties hereto. Amendment requiring changes in compensation shall be subject to the City's change order procedures.

SECTION 11: NOTICES

All communications to either party by the other shall be deemed given when made in writing and delivered or mailed to such party at its respective address as follows:

City: Building Official
City of La Mesa
8130 Allison Avenue
La Mesa, CA 91942-5502
(619) 667-1159
FAX (619) 667-1380

Contractor: Bureau Veritas North America, Inc.
1665 Scenic Avenue, Suite 200
Costa Mesa, CA 92626
(714) 431-4123
FAX (714) 825-0685

The date of notification shall be receipt by the City as evidenced by the date stamp affixed to the notice.

SECTION 12: DISPUTE RESOLUTION

The City and Contractor shall submit unresolved claims, counterclaims, disputes, controversies and other matters between them arising out of or relating to this Agreement or the breach thereof ("disputes"), first to mediation and then if not resolved, to non-binding arbitration prior to initiating suit or judicial proceeding.

The City shall require that all Contractors agree to submit any unresolved claims, counterclaims, disputes, controversies and other matters between them and the City or the Contractor and/or any sub-contractors of any tier arising out of or relating to their agreement with the City or the breach thereof ("disputes") first to mediation and then if not resolved, to non-binding arbitration prior to initiating suit or judicial proceeding.

SECTION 13: TERMINATION OF AGREEMENT FOR CAUSE OR CONVENIENCE

If, through any cause, the Contractor shall fail to fulfill in timely and proper manner his obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement immediately by giving written notice to the Contractor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor under this Agreement shall, at the option of the City, become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

In addition to termination for cause, the City may terminate this Agreement for City's convenience upon not less than fifteen (15) day's written notice to Contractor. Upon receipt of said notice, the Contractor shall immediately cease all work under this Agreement unless said notice provides otherwise. If this Agreement is terminated as provided in this paragraph for City's convenience, the Contractor shall be required to provide to City all finished or unfinished documents, data, studies, services, etc., prepared by the Contractor as may be requested by

City and such work shall become City's property upon payment to Contractor for the value of the work performed, less payments of compensation previously made.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the City from the Contractor is determined.

SECTION 14: BUSINESS LICENSE

The Contractor, including all sub-contractors, shall obtain a business license for work within the City of La Mesa pursuant to La Mesa Municipal Code Sections 6.08.010 through 6.08.240.

No payments shall be made to any Contractor until such business license has been obtained, and all fees paid therefor, by the Contractor and all sub-contractors. Business license applications and information may be obtained from the Finance Department, City Administration Building, 8130 Allison Avenue, La Mesa, CA 91942-5502, (619) 667-1118.

SECTION 15: INTEREST OF MEMBERS OF THE CITY

No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement; and the Contractor shall take appropriate steps to assure compliance.

SECTION 16: INTEREST OF CONTRACTOR AND EMPLOYEES; STATEMENT OF ECONOMIC INTERESTS

The Contractor covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed. City may require Contractor to complete and submit a Form 700, Statement of Economic Interests, in accordance with applicable law, to City Clerk.

SECTION 17: FACILITIES AND EQUIPMENT

Contractor shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement.

SECTION 18: INDEPENDENT CONTRACTOR

At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee of City. City shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement; however, City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement.

SECTION 19: TIME

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

SECTION 20: CONTRACTOR NOT AGENT

Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

SECTION 21: NON-DISCLOSURE

The designs, plans, reports, investigations, materials and documents prepared or acquired by the Contractor pursuant to this Agreement (including any duplicate copies kept by the Contractor) shall not be shown to any other public or private person or entity, except as authorized by the City. The Contractor shall not disclose to any other public or private person or entity any information regarding the activities of the City except as authorized by the City.

SECTION 22: SUBCONTRACTING

None of the services covered by the Agreement shall be subcontracted without the prior consent of the City. The Contractor shall be as fully responsible to the City for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. The Contractor shall insert in each subcontract appropriate provisions requiring compliance with the labor standards provisions of this Agreement.

SECTION 23: CHANGES

The City may, from time to time, request changes in the Scope of Services of the Contract to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the City and the Contractor shall be incorporated to this Contract.

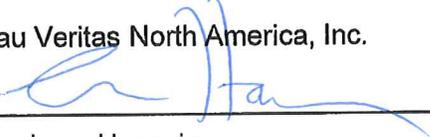
SECTION 24: DATE OF AGREEMENT

The date of this Agreement shall be the date it shall have been signed by a duly authorized representative of City.

IN WITNESS WHEREOF, City and Contractor have executed the Agreement.

Bureau Veritas North America, Inc.

Date: _____

By:  _____

Isam Hasenin

CITY OF LA MESA,
A Municipal Corporation

Date: _____

By: _____

Mark Arapostathis, Mayor

Date: _____

Attest: _____

Mary Kennedy, City Clerk

Date: _____

By: _____

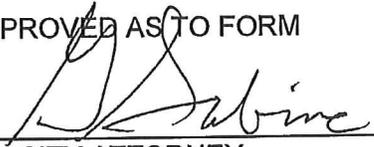
David E. Witt, City Manager

Date: _____

By:  _____

Carol Dick
Community Development Director

APPROVED AS TO FORM



CITY ATTORNEY

Attachment A



June 6, 2016

Jessie Y. Wu, P.E., C.B.O., Building Official
City of La Mesa
8130 Allison Avenue
La Mesa, CA 91942
T: 619.667.1159/ F: 619.667.1380
E: JWu@ci.la-mesa.ca.us

Re: Proposal to Provide Inspection Services

Dear Mr. Wu,

Bureau Veritas North America, Inc. (BVNA) is pleased to submit our proposal to provide inspection services for the City of La Mesa.

We take great pride in our ability to provide exemplary services to our clients and look forward to providing the same high level support to the City of La Mesa.

Our proposal is to provide the City of La Mesa inspection services on an as needed basis.

Our understanding is that at this time the City of La Mesa anticipates an inspection schedule of 20 + hours per week. Should the City desire, we can provide additional support services which include additional inspection support, plan review support for building, fire, and public works departments, permit and counter technician support, elevator inspection support, among other services. Our additional capabilities can be presented in more detail at the request of the City.

BVNA has provided similar inspection and other consulting services for more than 100 agencies in California. We are keenly aware of the desire for **high-quality customer service, timeliness, reliability, responsiveness and cost-effective solutions**. Our commitment to provide **accurate and appropriate solutions** to our clients and our ability to **quickly and efficiently** meet the needs of the communities that we serve makes BVNA an ideal partner for the City.

Below we have outlined our hourly rates for inspection and other related services. Should the City request plan review services, we can provide offsite plan review services equal to 70% of the City's collected plan review fees.

Hourly Rates:

| <u>Position</u> | <u>Billing Rate Per Hour</u> |
|-----------------------|------------------------------|
| Project Manager | \$150 |
| Combination Inspector | \$ 80 |



Optional Services

| | |
|---------------------------------|-------|
| Plan Check Engineer | \$115 |
| Senior Plans Examiner | \$110 |
| Fire Inspector / Plans Examiner | \$105 |
| ICC Certified Plans Examiner | \$95 |
| CASp | \$105 |

We can provide additional information regarding our qualifications and previous experience should you request.

Our hourly rates are valid through June 30, 2017.

BVNA looks forward to working with the City of La Mesa on this assignment.

Sincerely,

Craig Baptista

Director of Operations

Bureau Veritas North America, Inc. T.

916-514-4516

craig.baptista@us.bureauveritas.com



David Shields, Building Inspector

Education
Certificate of Achievement,
Construction Inspection

Registrations/Certifications
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Concrete Testing Technician
Grade 1
1998 - 2009

ICC Certified:
Building Inspector

Professional Affiliations
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Select Project Experience

Project Manager / Estimator / Superintendent

Windsong Apartments

Served as project manager, estimator, and superintendent for 104 units, 2 and 3 story buildings. Project also included elevator, pool, and laundry.

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Glen Ridge Apartments

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Superintendent

The Corky McMillin Companies

Assure job sites follow proper procedures, SWPPP, safety, rules, and checklists. Schedule necessary pace to complete projects on time and on budget while maintaining a quality product. Assure the quality of projects and work done by subcontractors. Plan, schedule, organize, and direct subcontractors in day-to-day work on job sites. Assign duties and supervise support staff. Review plans from a value engineering standpoint prior to starting projects to minimize overruns and delays. Anticipate and minimize potential problems. Work with architects, structural engineers, and project managers to resolve issues when they arise. Maintain a clean, safe job site and conduct bi-weekly safety meetings. Handle all municipal and in-house required inspections. Review and approve subcontractor invoices. Assign duties and supervise support staff. Set daily, weekly, and monthly goals. Conduct monthly superintendent meetings.



DATE: June 28, 2016

TO: Mayor and Members of the City Council

FROM: Mary Kennedy, CMC, City Clerk *mk*

VIA: David Witt, City Manager *DW*

SUBJECT: Adoption of Resolutions Pertaining to the General Municipal Election to be Held on November 8, 2016

Adoption of the attached resolutions is required by law in order to call and give notice of the General Municipal Election to be held November 8, 2016, request the consolidation of the City's election with the statewide General Election and the County Registrar of Voters to perform specified services in relation to the election, and adopt regulations pertaining to candidate statements.

Staff recommends the Council adopt the attached resolutions.

RESOLUTION NO. 2016-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA MESA, CALIFORNIA, CALLING FOR THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 8, 2016 FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES

WHEREAS, under the provisions of the laws relating to general law cities in the State of California, a General Municipal Election shall be held on November 8, 2016, for the election of Municipal Officers.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LA MESA, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. That pursuant to the requirements of the laws of the State of California relating to General Law Cities, there is called and ordered to be held in the City of La Mesa, California on Tuesday, November 8, 2016 a General Municipal Election for the purpose of electing two (2) Members of the City Council for the full term of four years.

SECTION 2. That the ballots to be used at the election shall be in form and content as required by law.

SECTION 3. That the City Clerk is authorized, instructed and directed to coordinate with the County of San Diego Registrar of Voters to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election.

SECTION 4. That the polls for the election shall be open at seven o'clock a.m. of the day of the election and shall remain open continuously from that time until eight o'clock p.m. of the same day when the polls shall be closed, pursuant to Election Code Section 10242, except as provided in Section 14401 of the Elections Code of the State of California.

SECTION 5. That in all particulars not recited in this Resolution, the election shall be held and conducted as provided by law for holding municipal elections.

SECTION 6. That notice of the time and place of holding the election is given and the City Clerk is authorized, instructed and directed to give further or additional notice of the election, in time, form and manner as required by law.

SECTION 7. That in the event of a tie vote if any two or more persons receive an equal and the highest number of votes for an office as certified by the County of San Diego Registrar of Voters, the City Council, in accordance with Election Code Section 15651(a), shall set a date and time and place and summon the candidates who have received the tie votes to appear and will determine the tie by lot.

SECTION 8. That the City Clerk shall certify to the passage and adoption of this Resolution.

SECTION 9. The City Council authorizes the City Clerk to administer said election and all reasonable and actual election expenses shall be paid by the City upon presentation of a properly submitted bill.

PASSED AND ADOPTED at a Regular meeting of the City Council of the City of La Mesa, California, held the 28th day of June 2016, by the following vote, to wit:

AYES:

NOES:

ABSENT:

CERTIFICATE OF CITY CLERK

I, MARY J. KENNEDY, City Clerk of the City of La Mesa, California, do hereby certify the foregoing to be a true and exact copy of Resolution No. 2016-___, duly passed and adopted by the City Council of said City on the date and by the vote therein recited.

MARY J. KENNEDY, CMC, City Clerk

(SEAL OF CITY)

RESOLUTION NO. 2016-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA MESA, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN DIEGO TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 8, 2016, WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THE DATE PURSUANT TO § 10403 OF THE ELECTIONS CODE

WHEREAS, the City Council of the City of La Mesa called a General Municipal election to be held on November 8, 2016, for the purpose of the election of two (2) Members of the City Council; and

WHEREAS, it is desirable that the General Municipal election be consolidated with the Statewide General election to be held on Tuesday, November 8, 2016, and that within the City the precincts, polling places and election officers of the two elections be the same, and that the Registrar of Voters of the County of San Diego canvass the returns of the General Municipal election and that the election be held in all respects as if there were only one election.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LA MESA DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. That pursuant to the requirements of § 10403 of the Elections Code, the Board of Supervisors of the County of San Diego is hereby requested to consent and agree to the consolidation of a General Municipal election with the Statewide General election on Tuesday, November 8, 2016, for the purpose of the election of two (2) Members of the City Council.

SECTION 2. That the Registrar of Voters of the County of San Diego is authorized to canvass the returns of the General Municipal election. The election shall be held in all respects as if there were only one election, and only one form of ballot shall be used. The election will be held and conducted in accordance with the provisions of law regulating the statewide election.

SECTION 3. That the Board of Supervisors is requested to issue instructions to the Registrar of Voters of the County of San Diego to take any and all steps necessary for the holding of the consolidated election.

SECTION 4. That the City of La Mesa recognizes that additional costs will be incurred by the County by reason of this consolidation and agrees to reimburse the County for any costs.

SECTION 5. That the City Clerk is hereby directed to file a certified copy of this Resolution with the Board of Supervisors and the Registrar of Voters of the County of San Diego.

SECTION 6. That the City Clerk shall certify to the passage and adoption of this Resolution.

PASSED AND ADOPTED at a Regular meeting of the City Council of the City of La Mesa, California, held the 28th day of June 2016, by the following vote, to wit:

AYES:

NOES:

ABSENT:

CERTIFICATE OF CITY CLERK

I, MARY J. KENNEDY, City Clerk of the City of La Mesa, California, do hereby certify the foregoing to be a true and exact copy of Resolution No. 2016-___, duly passed and adopted by the City Council of said City on the date and by the vote therein recited.

MARY J. KENNEDY, CMC, City Clerk

(SEAL OF CITY)

RESOLUTION NO. 2016-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA MESA, CALIFORNIA, ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE PERTAINING TO CANDIDATES STATEMENTS SUBMITTED TO THE VOTERS AT AN ELECTION TO BE HELD ON TUESDAY, NOVEMBER 8, 2016

WHEREAS, § 13307 of the Elections Code of the State of California provides that the governing body of any local agency adopt regulations pertaining to materials prepared by any candidate for a municipal election, including costs of the candidates statement.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LA MESA, CALIFORNIA, DOES HEREBY RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. General Provisions. Pursuant to § 13307 of the Elections Code of the State of California, each candidate for elective office to be voted for at an election to be held in the City of La Mesa on November 8, 2016 may prepare a candidate's statement on an appropriate form provided by the City Clerk. The statement may include the name, age and occupation of the candidate and a brief description of no more than 200 words of the candidate's education and qualifications expressed by the candidate himself or herself. The statement shall not include party affiliation of the candidate, nor membership or activity in partisan political organizations. The statement shall be filed in typewritten form in the office of the City Clerk at the time the candidate's nomination papers are filed. The statement may be withdrawn, but not changed, during the period for filing nomination papers and until 5:00 p.m. of the next working day after the close of the nomination period.

SECTION 2. Foreign Language Policy. Pursuant to the Federal Voting Rights Act, candidates statements will be translated into all languages required by the County of San Diego Registrar of Voters. The Registrar of Voters is required to translate sample ballot pamphlet text, including candidates statements, into Chinese, Filipino, Spanish and Vietnamese.

The Registrar of Voters will mail separate local sample ballots and candidate statements in Chinese, Filipino, Spanish or Vietnamese to only those voters who are on the County voter file as having requested election material in a particular language or whose birthplace is in one of the respective language speaking countries. The Registrar of Voters will make the sample ballots and candidate statements in the required languages available at all polling places, on the Registrar of Voters website and in the Registrar's office.

SECTION 3. Payment.

Translations: The candidate shall be required to pay for the cost of translating the candidates statement into any required foreign language as specified in Section 2 above pursuant to Federal and/or State law.

The candidate shall be required to pay for the cost of translating the candidates statement into any foreign language that is not required as specified in Section 2 above, pursuant to Federal and/or State law, but is requested as an option by the candidate.

Printing: The candidate shall be required to pay for the cost of printing the candidates statement in English and the required languages, as specified in Section 2 above, in

the sample ballot pamphlets and any language the candidate requests as an option by the candidate.

The City Clerk shall estimate the total cost of printing, handling, translating and mailing the candidates statements filed pursuant to this section, including costs incurred as a result of complying with the Federal Voting Rights Act of 1965 (as amended), and require each candidate filing a statement to pay in advance to the local agency his or her estimated pro rata share as a condition of having his or her statement included in the voter's pamphlet. In the event the estimated payment is required, the estimate is just an approximation of the actual cost that varies from one election to another election and may be significantly more or less than the estimate, depending on the actual number of candidates filing statements. Accordingly, the Clerk is not bound by the estimate and may, on a pro rata basis, bill the candidate for additional actual expense or refund any excess paid depending on the final actual cost. In the event of underpayment, the Clerk may require the candidate to pay the balance of the cost incurred. In the event of overpayment, the Clerk shall prorate the excess amount among the candidates and refund the excess amount paid within 30 days of the election.

SECTION 4. Miscellaneous. All translations shall be provided by professionally-certified translators.

The City Clerk shall comply with all recommendations and standards set forth by the California Secretary of State regarding occupational designations and other matters relating to elections.

SECTION 5. Additional Materials. No candidate will be permitted to include additional materials in the sample ballot package.

SECTION 6. That the City Clerk shall provide each candidate or the candidate's representative a copy of this Resolution at the time nominating petitions are issued.

SECTION 7. That all previous Resolutions establishing Council policy on payment for candidates statements are repealed.

SECTION 8. That this Resolution shall apply at the next ensuing municipal election and at each municipal election after that time.

SECTION 9. That the City Clerk shall certify to the passage and adoption of this Resolution.

PASSED AND ADOPTED at a Regular meeting of the City Council of the City of La Mesa, California, held the 28th day of June 2016, by the following vote, to wit:

AYES:

NOES:

ABSENT:

CERTIFICATE OF CITY CLERK

I, MARY J. KENNEDY, City Clerk of the City of La Mesa, California, do hereby certify the foregoing to be a true and exact copy of Resolution No. 2016-, duly passed and adopted by the City Council of said City on the date and by the vote therein recited.

MARY J. KENNEDY, CMC, City Clerk

(SEAL OF CITY)



REPORT to the MAYOR and MEMBERS of the CITY COUNCIL
From the CITY MANAGER

DATE: June 28, 2016
SUBJECT: Resolution Authorizing Transfer and Appropriation of Risk Liability Funds Reserves to the General Fund for Unexpected Legal Expenses.
ISSUING DEPARTMENT: City Manager

SUMMARY:

Issue:

Should the City Council adopt a resolution authorizing the transfer and appropriation of Risk Liability Fund Reserves to the General Fund for Unexpected Legal Expenses?

Recommendation:

Adopt the attached resolution authorizing transfer and appropriation of Risk Liability Fund Reserves to the General Fund for Unexpected Legal Expenses.

Fiscal Impact:

The additional funding necessary will be transferred from the Risk Liability Fund Reserves. This Fund is dedicated to expenditures related to liability claims made by the public against the City and any defense costs related to these claims. A transfer and appropriation of an amount not to exceed \$72,000 from the Risk Liability Fund Reserves (604-3900) to the City Attorney's Professional Services Account (1200-6430) is necessary for these unexpected costs. No general funds will be used.

BACKGROUND:

The City Attorney provides legal advice and support to the City. The Attorney also represents the City in litigation, drafts ordinances and resolutions, and reviews City contracts and agreements. Annually the City budgets an amount to cover the consultation hours, meeting preparation, and attendance at City Council and Boards and Commissions meetings in addition to the above noted duties. The amount budgeted for Fiscal Year 2015- 2016 was \$155,000.00.

DISCUSSION:

During this Fiscal Year two legal issues, one a personnel matter, and several code enforcement cases have resulted in higher than expected legal fees. The City has a Risk Liability Fund Reserve account for the purpose of such unplanned risk management occurrences.

CONCLUSION:

Staff recommends City Council adopt the attached resolution (Attachment A) authorizing a transfer and appropriation of Risk Liability Fund Reserves to the General Fund for Unexpected Legal Expenses.

Reviewed by:

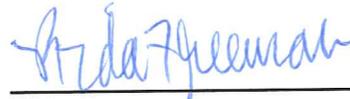


David E. Witt
City Manager

Respectfully submitted by:



Yvonne Garrett
Assistant City Manager/Director of
Community Services



Rida Freeman
Human Resources Manager

Attachment: A – Resolution Authorizing Transfer and Appropriation of Risk Liability Fund Reserves to the General Fund for Unexpected Legal Expenses

RESOLUTION NO. 2016-

RESOLUTION AUTHORIZING TRANSFER AND APPROPRIATION OF FUNDS
FROM THE RISK LIABILITY FUND RESERVES ACCOUNT TO THE CITY
ATTORNEY'S PROFESSIONAL AND SPECIALIZED SERVICES ACCOUNT
FOR UNEXPECTED LEGAL EXPENSES

BE IT AND IT IS HEREBY RESOLVED by the City Council of the City of La Mesa, California, that the City Council authorizes transfer and appropriation of funds from the Risk Liability Fund Reserves account to the City Attorney's Professional and Specialized Services account in the amount of \$72,000 to cover the cost of unexpected legal expenses.

PASSED AND ADOPTED at a Regular meeting of the City Council of the City of La Mesa, California, held the 28th day of June 2016, by the following vote, to wit:

AYES:

NOES:

ABSENT:

CERTIFICATE OF CITY CLERK

I, MARY J. KENNEDY, City Clerk of the City of La Mesa, California, do hereby certify the foregoing to be a true and exact copy of Resolution No. 2016-, duly passed and adopted by the City Council of said City on the 28th of June, 2016 and by the vote therein recited.

MARY J. KENNEDY, CMC, City Clerk

(SEAL OF CITY)

Fiscal Impact Report Request

Fiscal Impact:

Yes

Funds from:

Unappropriated Reserves

Purpose of Expense (enter below):

Transfer and appropriation of Risk Liability Fund Reserves to the General Fund for Unexpected Legal Expenses

Amount Not to Exceed:

| |
|-------------|
| \$72,000.00 |
|-------------|

Date of Request:

06/10/16

Date of Meeting:

6/28/2016

Staff Member Presenting:

Yvonne Garrett, Assistant City Manager/Director of Community Services

Department:

Administrative Services

| Fund | Account | Amount Requested | Amount Available |
|--------------|---------|------------------|------------------|
| 604 | 3900 | \$72,000.00 | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| TOTAL | | \$72,000.00 | \$0.00 |



REPORT to the MAYOR and MEMBERS of the CITY COUNCIL
From the CITY MANAGER

DATE: June 28, 2016

SUBJECT: Consideration for use of City Resources for Event Production, and approval of a Professional Services Agreement between the City of La Mesa and EventWerks, LLC - Special Event Producer and Promoter for the 2016 Oktoberfest Event.

ISSUING DEPARTMENT: City Manager

SUMMARY:

Issues:

Should the City Council give consent for the use of city resources for event production and approve a Professional Services Agreement between the City of La Mesa and EventWerks, LLC, a Special Event Producer and Promoter?

Recommendations:

That the City Council give approval for the use of City resources for event production and adoption of a Resolution approving in substantive form the Agreement subject to final negotiation and review by the City Manager and final review and approval by the City Attorney between the City of La Mesa and EventWerks, LLC for event management services for the 2016 Oktoberfest event. Staff will bring back for Council approval the Oktoberfest Special Event Permit with event conditions following coordination with City staff and EventWerks.

Fiscal Impact:

During last year's Oktoberfest, the City incurred \$68,000 in direct cost expenditures. The City incurred these costs for salaries for police services, coordination of traffic control, inspection of electrical requirements, and Fire Department safety personnel. With the City assuming operation and management of the Oktoberfest event in 2016, these direct costs are no longer billable to an applicant and therefore must be recovered from a revenue sharing agreement with the Special Event Producer and Promoter that is chosen to manage the event. Should the City not recover all of the costs of the 2016 Oktoberfest Event, funding would come from account 1309-6430 from the 2016-2017 budget.

BACKGROUND:

At the Strategic Planning Workshop on March 24, 2016 the City Council directed staff to increase its involvement in downtown promotions and marketing until such time as a new partner might emerge. Staff has been working with the Downtown Village Promotion and Events Subcommittee to develop a calendar of city sponsored events. Since an event of the magnitude of the Oktoberfest requires a specialized expertise, it was decided to seek the services of a professional special event organizer and promoter.

Staff developed a scope of work requiring the selected consultant to manage all activities associated with the event, including management of the beer garden, hiring and scheduling of live entertainment, installation of all electrical infrastructure, event fencing, providing sanitary facilities, obtaining all necessary permits, and event cleanup. Street festival vendors and sponsorships will be handled by the special event organizer and promoter with the approval of the City. The event producer will also be responsible for advertising and promoting the event through various media outlets, including securing pre-event and day-of-coverage segments from local TV news stations, radio announcements and advertisement, and the use of social media.

On Friday, May 27, 2016 an Event Promotion and Management Services Request for Proposals was sent to nine qualified special event promotion and management consultants. Three proposals were received. After an initial review, two consultants were interviewed and evaluated based on the following criteria; experience managing events of similar size and scope, responses to prepared interview questions, the ability and willingness to perform under a compressed timeframe, and references provided in the proposals.

At the conclusion of the evaluation process, staff determined that EventWerks, LLC (EventWerks) was the most qualified consultant to manage the 2016 Oktoberfest event. EventWerks has been producing events for the past twenty years ranging from major concerts to auto racing events. EventWerks currently manages the Orange County Oktoberfest, Orange County Food, Wine & Music Festival, the Craft Brew Circus, the I-15 Brew Festival, summer concert events in Orange County and Lake Arrowhead, and the six weekend long Lake Arrowhead Oktoberfest.

Under the terms of the Agreement (Attachment "A"), EventWerks would manage the event according to the scope of work outlined in the Agreement with the option to extend the terms for one year to manage the 2017 Oktoberfest at the discretion of the City Manager.

DISCUSSION:

The City's goals for the 2016 Oktoberfest are to: 1) Rebrand the event as an authentic German festival; 2) Attract residents and visitors to the Downtown Village for an safe, enjoyable family event; 3) Defray some or all of the City's public safety cost; 4) Partner with a special event professional to showcase the City and the Downtown Village district in a positive light via a professionally managed event; and 5) Share in the risk and the reward of the 2016 event revenue and expenses.

The 2016 Oktoberfest event is scheduled for the first weekend in October (September 30- October 2nd). The hours of the event will change slightly from 2015. The official opening ceremony for the weekend's activities will occur Friday evening in the beer garden from 4p.m. until 10 p.m. The street festival will open Saturday from 10a.m.-10p.m. and 10a.m.-6p.m. on Sunday. The street festival will be located on La Mesa Boulevard from Spring Street to 4th Street, on Palm Avenue north of La Mesa Boulevard, and on 3rd Street south of La Mesa Boulevard as in 2015. The Oktoberfest beer garden will be located in the Allison Avenue Municipal Parking Lot, fenced in, and staffed with professional event security to meet all Alcoholic Beverage Control regulations. The La Mesa Police Department will provide law enforcement services at a service level determined by the Chief of Police and Public Works crews will manage traffic control and street closures in support of the event.

The Oktoberfest 2016 will be rebranded with a new logo created by EventWerks and the event will feature authentic Oktoberfest décor, music, games, merchandise, and food and beverage. Local La Mesa businesses will be invited to participate in the event. EventWerks has agreed to the attached Agreement as outlined above which includes a financial arrangement for this first year whereby some or all of the City's costs for public safety (police, fire and traffic control) are defrayed (\$60,000 estimate). EventWerks

will recoup a management fee of \$30,000 to produce the event and the City and the promoter will split the remaining net profits equally. The items listed in the budget Attachment "1" of Exhibit "A" are the elements that will make up the approved items included in the splitting of the net proceeds between the City and EventWerks. The net proceeds to the City will be used to offset public safety costs. Staff estimates that the City may recoup between 60 to 75 percent of these costs this year. As this is the City's first attempt at hosting the Oktoberfest, this initial loss is a necessary risk in order to fulfill the directive of Council to take the lead in planning and implementing more family friendly and professionally managed Downtown Village events. It is also necessary to rebuild attendance and awareness for future Oktoberfest events. The City desired to enlist the services of a reputable and knowledgeable special event organizer and promoter who is willing to undertake this event in an inordinately compressed timeframe. This time constraint creates an anomaly whereby the City must share the risk and reward for the 2016 event. The attached agreement is a direct reflection of the time and funding restrictions and is the result of mindful and fair negotiation. It is expected that cost recovery amounts will trend upward for future events and the City's ability to fund and host its traditional Oktoberfest will strengthen in the coming years. The agreement contemplates that next year the City reserves the right to negotiate the payment terms for year two of the Agreement with the Consultant.

CONCLUSION

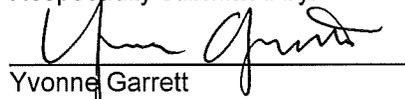
Staff recommends Council approves of the use city resources for event production and approve in substantive form the Agreement subject to final negotiation and review by the City Manager and final review and approval by the City Attorney of a Professional Services Agreement between the City of La Mesa and EventWerks, LLC, a Special Event Producer and Promoter. Staff will come back to the Council with a Special Event Permit with event conditions following coordination between the producer and City staff.

Reviewed by:

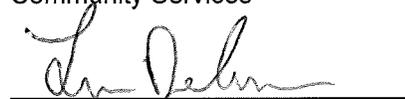


David E. Witt
City Manager

Respectfully submitted by:



Yvonne Garrett
Assistant City Manager/Director of
Community Services



Lyn Dedmon
Senior Management Analyst

Attachment A: Resolution

Attachment B: Agreement between the City of La Mesa and EventWerks, LLC

RESOLUTION NO. 2016-

RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF LA MESA
AND EVENTWERKS, LLC FOR EVENT MANAGEMENT SERVICES FOR THE
2016 OKTOBERFEST

BE IT AND IT IS HEREBY RESOLVED by the City Council of the City of La Mesa, California that the Mayor is hereby authorized to execute an agreement between the City of La Mesa and Eventwerks, LLC for event management services for the 2016 Oktoberfest.

PASSED AND ADOPTED at a Regular meeting of the City Council of the City of La Mesa, California, held the 28th day of June 2016, by the following vote, to wit:

AYES:

NOES:

ABSENT:

CERTIFICATE OF CITY CLERK

I, MARY J. KENNEDY, City Clerk of the City of La Mesa, California, do hereby certify the foregoing to be a true and exact copy of Resolution No. 2016-, duly passed and adopted by the City Council of said City on the date and by the vote therein recited.

MARY J. KENNEDY, CMC, City Clerk

(SEAL OF CITY)

STANDARD AGREEMENT FOR SPECIALIZED PROFESSIONAL SERVICES
BETWEEN THE CITY OF LA MESA AND
EVENTWERKS, LLC FOR EVENT PROMOTION AND MANAGEMENT SERVICES

This Agreement is entered into by City of La Mesa as of this ___ day of _____, 20___, by and between the City of La Mesa, a municipal corporation, hereinafter referred to as "the City", and EventWerks, LLC, a limited liability corporation, hereinafter referred to as "Consultant."

WITNESSETH THAT:

WHEREAS, the City has need for professional services to promote and coordinate the "La Mesa Oktoberfest" event and is willing to compensate Consultant for such services; and

WHEREAS, the City desires to engage Consultant to supply event promotion and management services in the providing of said professional services; and

WHEREAS, Consultant is qualified to provide said event promotion and management services;

NOW THEREFORE, the parties do mutually agree as follows:

SECTION 1: ENGAGEMENT OF CONSULTANT

The City hereby agrees to engage Consultant and Consultant hereby agrees to perform the services set forth in this Agreement. This Agreement shall be for an initial term from the execution date of the Agreement through October 31, 2016 and may be renewed for an additional Oktoberfest event by mutual written consent and negotiated by both parties. The City Manager shall have sole and exclusive right to exercise any options contained in this Agreement on behalf of the City.

SECTION 2: SERVICES TO BE PERFORMED BY CONSULTANT

Consultant shall commence performance of the Project upon execution of this Agreement by both parties. The term "Project" as used in this Agreement shall include all of the tasks and items listed in the Scope of Work described in Exhibit "A", attached hereto and incorporated herein as part of this Agreement.

SECTION 3: KEY PROJECT PERSONNEL

Consultant agrees to provide the services of /names/titles of consultants respectively for the full term of this contract. No substitutions will be made without prior written approval by the City.

SECTION 4: CONSULTANTS

Consultant will utilize the services of the following sub-consultants during the course of this Project:

Payment for such services shall be the responsibility of the Consultant. No substitution of proposed sub-consultants shall be made without prior written approval by the City.

SECTION 5: CITY REPRESENTATION

The Assistant City Manager for the City of La Mesa, or his/her designated representative, shall represent the City in all matters pertaining to the services rendered pursuant to this Agreement and shall administer said Agreement on behalf of the City. This person shall hereinafter be referred to as the "City's Representative."

SECTION 6: RESPONSIBILITIES OF THE CITY

City shall support the Project and the execution of this Agreement by Consultant by providing the services listed and described in Exhibit "A", attached hereto and incorporated herein as part of this Agreement.

SECTION 7: COMPENSATION TO CONSULTANT

City shall compensate Consultant for the services performed based on the Payment Terms in Exhibit "B" attached hereto and incorporated herein as part of this Agreement. Any cost of travel or accommodations for Consultant or subcontractors shall be paid for by Consultant.

SECTION 8: RECORDS

Consultant shall maintain adequate records to permit inspection audit of Consultant's time-and-material charges under this Agreement. Consultant shall make such records available to the City and to other public agencies responsible for approval, funding or auditing the project, during normal business hours upon reasonable notice. Nothing herein shall convert such records into public records and they will be available only to the City or to public agencies involved with approval, funding or audit functions. Such records shall be maintained by the Consultant for three (3) years following completion of the Project under this Agreement.

SECTION 9: ADDITIONAL SERVICES OUTSIDE SCOPE

Only after written authorization from the City, additional services that Consultant could provide, or cause to be provided, include the following:

- A. Additional work related to the Project but not included in the Scope of Work.
- B. Additional work caused by changes unrelated to the Scope of Work described herein.

Consultant shall be compensated for any additional services provided pursuant to this Section at an amount agreed upon by both City and Consultant.

SECTION 10: HOLD HARMLESS

To the furthest extent allowed by law, Consultant shall indemnify, hold harmless and defend the City and each of its elected officials, officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage), and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, its principals, officers, employees, agents or volunteers in the performance of this Agreement.

If Consultant should subcontract all or any portion of the services to be performed under this Agreement, Consultant shall require each sub consultant to indemnify, hold harmless and defend City and each of its elected officials, officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph. This section shall survive termination or expiration of this Agreement.

To the furthest extent allowed by law, City shall indemnify, hold harmless and defend the Consultant and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage), and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of City, its principals, officers, elected officials, employees, agents or volunteers in the performance of this Agreement.

SECTION 11: INSURANCE

Throughout the life of this Agreement, the Consultant shall pay for and maintain in full force and effect all policies of insurance required hereunder with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-VII" in Best's Insurance Rating Guide, or (ii) authorized by the City

Manager or his/her designee and in his/her sole discretion. The following policies of insurance are required:

(i) COMMERCIAL GENERAL LIABILITY insurance which shall be at least as broad as Insurance Services Office (ISO) form CG 00 01 and shall include insurance for "bodily injury", "property damage" and "personal and advertising injury", including premises and operation, products and completed operations and contractual liability with limits of liability of not less than \$2,000,000 per occurrence for bodily injury and property damage, \$1,000,000 per occurrence for personal and advertising injury, \$4,000,000 aggregate for products and completed operations and \$4,000,000 general aggregate.

If alcoholic beverages are to be sold, served or furnished, COMMERCIAL GENERAL LIABILITY insurance shall be endorsed to include coverage for liquor liability with limits of liability of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury and property damage, or Applicant shall pay for and maintain the most current version of Insurance Services Office (ISO) Liquor Liability Coverage Form CG 00 33, which shall include insurance for "bodily injury," and "property damage" with limits of liability of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury and property damage. The responsibility for Liquor Liability insurance may be assigned to Consultant's concessionaire or vendor.

(ii) COMMERCIAL AUTOMOBILE LIABILITY insurance which shall be at least as broad as the most current version of Insurance Services Office (ISO) form CA 00 01 and shall include coverage for "any auto" with limits of liability of not less than \$1,000,000 per accident for bodily and property damage or Personal Automobile Liability insurance with limits of liability of not less than \$100,000 per person and \$300,000 per accident for bodily injury and \$50,000 per accident for property damage.

Only required if automobiles are to be operated on city-owned property.

(iii) WORKERS' COMPENSATION insurance as required under the California Labor Code.

(iv) EMPLOYERS' LIABILITY insurance with minimum limits of \$1,000,000 each accident, \$1,000,000 disease each employee and \$1,000,000 disease policy limit. Only required if Consultant has employees.

In the event Consultant purchases an Umbrella or Excess insurance policy(ies) to meet the minimum limits of insurance set forth above, this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies).

Consultant shall be responsible for payment of any deductibles contained in any insurance policies required hereunder and Vendor shall also be responsible for payment of any self-insured retentions.

All policies of insurance required hereunder shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty (30) calendar day written notice by certified mail, return receipt requested, has been given to the City. Upon issuance by the insurer, broker or agent of a notice of cancellation, non-renewal or reduction in coverage or limits, Consultant shall furnish City with a new certificate and applicable endorsements for such policy(ies). In the event any policy(ies) are due to expire during the Special Event, Consultant shall provide a new certificate and all applicable endorsements evidencing renewal of such policy(ies) not less than 15 calendar days prior to the expiration date of the expiring policy(ies).

The General Liability, Liquor Liability, and Automobile Liability insurance policies shall be written on an occurrence form. The General Liability (including ongoing operations and completed operations), Liquor Liability, and Automobile Liability insurance policies name the City and its elected officials, officers, officials, employees, agents and volunteers as an additional insureds. Such policy(ies) of insurance shall be endorsed so Consultant's insurance shall be primary and no contribution shall be required of City and its elected officials, officers, officials, employees, agents and volunteers. The coverage shall contain no special limitations on the scope of protection afforded to City and its elected officials, officers, officials, employees, agents and volunteers. Should Consultant maintain insurance with limits of liability greater than those shown above, the City requires and shall be entitled to coverage in the amount of the higher limits of liability maintained by the Consultant. Any Workers' Compensation insurance policy shall contain a waiver of subrogation as to City and its elected officials, officers, officials, employees, agents and volunteers. Consultant shall furnish City with the certificate(s) and applicable endorsements for ALL required insurance fourteen (14) days prior to the Special Event and the failure to do so shall be sufficient cause for City to revoke the Permit.

Upon request of City, Consultant shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive the expiration, termination or revocation of the Special Event Permit.

If at any time during the Special Event, Consultant fails to maintain the required insurance in full force and effect, the Special Event shall be discontinued immediately until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City. Any failure to maintain the required insurance shall be sufficient cause for the City to revoke the Permit.

NOTE: A Certificate of Insurance is not acceptable, in lieu of the additional insured, primary insurance and/or waiver of subrogation endorsements required above. The Certificate of insurance must be accompanied by the additional insured, primary insurance and/or waiver of subrogation endorsements.

SECTION 12: ASSIGNABILITY

Consultant shall not assign, delegate, or transfer this Agreement or any work hereunder, nor assign any monies due or to become due hereunder, except as expressly stated herein. In no event shall any contractual relation be created between any third party and the City without prior written consent of the City. A consent to one assignment shall not be deemed to be consent to any subsequent assignment.

SECTION 13: AMENDMENTS

This Agreement sets forth the entire understanding of the parties with respect to the subject matter herein. There are no other agreements, expressed or implied, oral or written, except as set forth herein. This Agreement may be amended upon written mutual consent of both parties hereto. Amendment requiring changes in compensation shall be subject to the City's change order procedures.

SECTION 14: NOTICES

All communications to either party by the other shall be deemed given when made in writing and delivered or mailed to such party at its respective address as follows:

| | |
|-------------|---|
| City: | Assistant City Manager City of La Mesa 8130 Allison Avenue La Mesa, CA 91942-5502 (619) 667-1300 FAX (619) 464-3761 |
| Consultant: | Rich Goodwin EventWerks, LLC 1363 Yellowstone Dr. Lake Arrowhead, CA 92352 (949) 375-2788 rich@eventwerks.net |

The date of notification shall be receipt by the City as evidenced by date stamp affixed to the notice.

SECTION 15: TERMINATION OF AGREEMENT FOR CAUSE

If, through any cause, either party shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or violate any of the covenants, conditions, or terms of this Agreement, either party shall have the right to terminate this Agreement, subject to the specified notice and opportunity to cure provisions contained in this section. Any party alleging a breach of any covenant, condition, or term of this Agreement by the other party shall provide notice to the other party pursuant to this Agreement and the Party allegedly committing such breach shall have five (5) calendar days to cure said breach from the date of the notice. Thereafter said opportunity to cure, the alleging party may terminate this Agreement immediately. Notwithstanding anything contained in this section, any alleged breach of this Agreement by any party shall constitute a material breach of this Agreement in order to effectuate the termination of this Agreement.

The Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Consultant, and the City may withhold any payments to the Consultant for the purpose of set-off until such time as the exact amount of damages due the City from the Consultant is determined.

SECTION 16: BUSINESS LICENSE

The Consultant, including all sub-consultants, shall obtain a business license for work within the City of La Mesa pursuant to La Mesa Municipal Code Sections 6.08.010 through 6.08.240. The Consultant shall provide a list of vendors to the City five days prior to the event and collect a Special Event Business License fee for all profit vendors. The City shall issue an overall business license for the event based on a fee of \$16.00 per "for profit vendor".

No payments shall be made to Consultant until such business license has been obtained, and all fees paid therefor, by the Consultant and all sub-consultants. Business license applications and information may be obtained from the Finance Department, City Administration Building, 8130 Allison Avenue, La Mesa, CA 91942-5502, (619) 667-1118.

SECTION 17: INTEREST OF MEMBERS OF THE CITY

No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement; and the Consultant shall take appropriate steps to assure compliance.

SECTION 18: INTEREST OF CONSULTANT AND EMPLOYEES; STATEMENT OF ECONOMIC INTERESTS

The Consultant covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed. City may require Consultant to complete and submit a Form 700, Statement of Economic Interests, in accordance with applicable law, to City Clerk.

SECTION 19: FACILITIES AND EQUIPMENT

Consultant shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services as outlined in Exhibit "A", attached hereto and incorporated herein as part of this Agreement.

SECTION 20: INDEPENDENT CONSULTANT

At all times during the term of this Agreement, Consultant shall be an independent consultant and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement; however, City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement.

SECTION 21: TIME

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

SECTION 22: CONSULTANT NOT AGENT

Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

SECTION 23: NON-DISCLOSURE

The designs, plans, reports, investigations, materials and documents prepared or acquired by the Consultant pursuant to this Agreement (including any duplicate copies kept by the Consultant) shall not be shown to any other public or private person or entity, except as authorized by the City. The Consultant shall not disclose to any other public or private person or entity any information regarding the activities of the City except as authorized by the City.

SECTION 24: SUBCONTRACTING

None of the services covered by the Agreement shall be subcontracted without the prior consent of the City. The Consultant shall be as fully responsible to the City for the acts and omissions of his subconsultants, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. The Consultant shall insert in each subcontract appropriate provisions requiring compliance with the labor standards provisions of this Agreement.

SECTION 25: CHANGES

The City may, from time to time, request changes in the Scope of Services of the Contract to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon by and between the City and the Consultant shall be incorporated to this Contract.

SECTION 26. JOB SITE SAFETY

The general or prime Consultant who is responsible for means, methods and procedures of the Project shall be responsible for job site safety.

The prime consultant and all sub-consultants of all tiers shall:

- A. Be responsible for the safety of their respective employees as required by law.
- B. Come under the jurisdiction and supervision of the general or prime consultant's job site safety program.
- C. Exercise reasonable care to avoid risk of injury to others as required by the professional standard of care.

[CONTINUED ON NEXT PAGE]

SECTION 27: DATE OF AGREEMENT

The date of this Agreement shall be the date it shall have been signed by a duly authorized representative of City.

IN WITNESS WHEREOF, City and Consultant have executed the Agreement.

EVENTWERKS, LLC,
A Limited Liability Corporation

Date: _____

By: _____

CITY OF LA MESA,
A Municipal Corporation

Date: _____

By: _____
Mark Arapostathis, Mayor

Date: _____

Attest: _____
Mary Kennedy, City Clerk

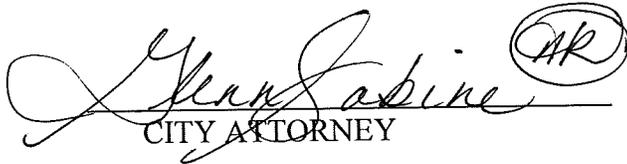
Date: _____

By: _____
David E. Witt, City Manager

Date: _____

By: _____
Yvonne Garrett,
Assistant City Manager / Director of Community
Services

APPROVED AS TO FORM

 (AK)
CITY ATTORNEY

- Attachment: Exhibit A – Scope of Work
- Attachment: Attachment 1 to Exhibit A
- Attachment: Exhibit B – Payment Terms
- Attachment: Exhibit C – Event boundaries

SCOPE OF WORK

Contractor shall be responsible for performing the following Scope of Work in support of event promotion and management services for the La Mesa Oktoberfest event, defined as the “Project”, to take place on the dates of September 30, 2016 to October 2, 2016 in the City of La Mesa, California.

A. Event Set Up and Logistics

1. Coordinate, manage, and oversee all activities before, during, and after the event, including but not limited to managing the beer garden, event entrances, providing event fencing, providing restroom facilities, hiring subcontractors and live entertainment, providing electrical power to vendor booths and stage(s), hiring private event security, and event cleanup.
2. City and Contractor shall develop a site plan for the Project that identifies the locations of all necessary event infrastructure, including but not limited to food vendors, beer garden, seating, restrooms, event entrances, barricades, and private event security. The general layout of the event shall include vendor booths in the following areas:
 - i. On La Mesa Boulevard from Spring Street to 4th Street
 - ii. On Palm Avenue north of La Mesa Boulevard to the mid-block alley
 - iii. On Third Street south of La Mesa Boulevard to the mid-block alleyThe preliminary event layout for the Project shall be in accordance with Exhibit “C” attached hereto and incorporated herein.
3. Provide food and beverage stands and event seating in accordance with all fire and public safety regulations.
4. Event shall be promoted, coordinated, and designed to achieve a uniform, authentic Oktoberfest family friendly theme.
5. Secure the proper insurance coverage described in Section 11 of the Agreement.
6. Write and disseminate appropriate “thank you” cards to suppliers and vendors.

B. Operation of Beer Garden

1. Coordinate, manage, and oversee all activities associated with the beer garden, including securing contracts or commitments from beer vendors.
2. Provide for a variety of foreign and domestic brands of beer and wine as appropriate to promote the positive tradition and history of the Oktoberfest theme of the event. Contractor shall solicit local breweries and wineries located in the City of La Mesa in a good faith effort to provide local brands of beer for the Project.
3. Obtain all necessary ABC approvals and health permits as necessary to legally operate the Beer Garden. Volunteers and private event staff selling or serving alcoholic beverages shall possess all necessary certification and server training as required by the ABC. Provide proof of ABC server training upon request.
4. Schedule volunteer and private event staff in such a manner as to sufficiently support and provide coverage for the Project.

C. Meetings and Permitting

1. Secure a no fee Special Event Permit from the City of La Mesa prior to the event date.
2. Any service of alcoholic beverages shall be pursuant to a duly authorized permit issued by the City. Contractor shall be sole permittee and secure said permit prior to the event date. Contractor and City acknowledge that City is not selling alcoholic beverages as part of the Project.
3. Interact and work with City of La Mesa officials and other agencies as required to obtain all necessary approvals and permits in the timeframe necessary to acquire said approvals and permits, including but not limited to Alcoholic Beverage Control (ABC), County of San Diego Health Department, Heartland Fire and Rescue, City of La Mesa Police Department, City of La Mesa Public Works, and Risk Management.
4. Work with City to develop a Project budget.
5. Participate and attend all necessary internal, City and sponsorship meetings, including but not limited to City Council meetings, budget development meetings, and event planning meetings in-person or via teleconference when in-person is not feasible.

D. Security

1. Event security shall be provided at a service level necessary to support the event. The cost of event security shall be in an amount not to exceed Twelve Thousand Dollars (\$12,000) and Contractor and City shall agree to number and hours of security as part of the Special Event Permit process.

E. Sponsorships and Vendors

1. Secure and manage all event sponsors and vendors, including the collection of fees paid.
2. Maintain open relationship with sponsors to ensure agreement and needs are met.
3. Consider downtown village business interests during the event planning process to support economic development as an event goal. As an incentive, offer West La Mesa Village businesses a discount on the cost of vendor booths.
4. Vendors are to be selected based on quality of product with an emphasis on securing vendors whose products and services have a nexus with the positive tradition and history of the Oktoberfest theme. Vendors shall be pre-approved in writing by City.
5. Obtain logos, company information, advertisements, special deals, and website links from sponsors to use on collateral, marketing, and promotional materials.
6. Vendor set up is to be of uniform size, type, and quality and located as shown on the site plan in Exhibit "C" attached hereto and incorporated herein.
7. Vendor booths, displays, products, and tenting shall meet all fire and public safety regulations to the satisfaction of the Heartland Fire and Rescue Fire Chief and the La Mesa Chief of Police.

F. Advertising and Promotion

1. Create with City written approval a new Oktoberfest logo. City shall allow Consultant to utilize logo for event promotion and on Consultant's La Mesa Oktoberfest website subject to City review and approval of promotional materials prior to use.
2. Work with City to provide an advertising and promotion plan to attract families from the surrounding area to the event.

Television

3. Pitch live spots for pre-event and day-of coverage to the following TV stations and act as media liaison, generate and distribute press release, public service announcements, media alerts, etc.:
 - i. KUSI – TV
 - ii. KFMB – TV
 - iii. KNSD – TV
 - iv. KGTV – TV
 - v. SD6 – TV
 - vi. FOX 5 – TV
4. Distribute event graphics and promotional materials to television stations listed above.

Radio

5. Contact local radio stations to receive proposals for event promotion.
6. Distribute event graphics and promotional materials to radio stations for pre-event and day-of announcements and advertisement on radio station websites.

Web Promotions

Facebook

7. Contractor's Facebook and other social media pages shall be used to promote the event and said social media shall be under the exclusive control of the Contractor.
8. Contractor shall encourage visitors to Contractor's social media pages to "like" the City's corresponding social media pages that will also promote the event.

G. Fee Collection, Process and Payment of Invoices, and Net Proceeds

1. Contractor shall collect all La Mesa Oktoberfest revenues and security deposits for event participants, advertising and any other event related activities. These payments may be in the form of a check, credit card or cash. Contractor shall enter into contracts independently and directly with vendors and use funds collected to pay for expenses including but not limited to entertainment, staffing, permits and insurance, event décor, advertising, or other related items.
2. An exhaustive list of all of the activities that constitute expenses for determining net proceeds is included in Attachment "1" attached hereto and incorporated herein to the Agreement.

H. Dates or Time Limits for Delivery of Deliverables

1. Deliverable No. 1: Develop and Approve a Project Budget – by June 28, 2016.
2. Deliverable No. 2: Develop and Approve Event Site Plan – by July 9, 2016.
3. Deliverable No. 3: Develop Advertising and Promotion Plan – by July 15, 2016.
4. Deliverable No. 4: Implement Advertising and Promotion Plan – by August 1, 2016.
5. Deliverable No. 5: Pay all event invoices and send final event financials, including all payments received and expenses paid from retail sales and revenue from sponsorship fees and vendor booths, for City reconciliation – by November 30, 2016.

RESPONSIBILITIES OF THE CITY

The City shall be responsible for providing the following services in support of the Project as listed and described as follows:

1. City shall provide law enforcement services in support of the Project. These services shall be provided at a service level determined by and at the sole discretion of the City of La Mesa Chief of Police, including the right at any time by the City to modify the level of law enforcement services provided in support of the Project.
2. City shall provide for City inspections to ensure vendor booths, beer garden, and electrical layouts meet safety standards as approved by the Heartland Fire and Rescue Fire Chief.
3. City shall provide all necessary traffic control services.
4. City shall provide for the installation and dismantle of all Oktoberfest street light banners.
5. City shall provide Oktoberfest promotional information on the City's website and social media.

ATTACHMENT "1"
to Exhibit A

The following is an exhaustive list of all of the activities that constitute an expense for determining net proceeds. No other expenses shall be considered for purposes of determining net proceeds. The identified, itemized expenses contained in this Attachment shall be verified by written executed agreements and/or written receipts. No identified, itemized expenses shall be considered for purposes of determining net proceeds which are not demonstrated by either written Agreement or properly dated receipt.

| Expense | Cost |
|--|----------------------|
| Beer | |
| 80 kegs at \$150 avg. | \$ 12,000.00 |
| Commemorative Cups | |
| Commemorative Cup Sales x 3,500 (safe #) x \$3.50 | \$ 12,250.00 |
| Beads x 5,000 | \$ 500.00 |
| NA Beverages | |
| TBD # of Products (prices vary) | \$ 10,000.00 |
| Entertainment | |
| (1) Band Friday (event hours - 4pm-10pm) | \$ 1,500.00 |
| (2) Bands Saturday (event hours - 10am-10pm) | \$ 3,000.00 |
| (1) Band Sunday (event hours) - 10am-6pm) | \$ 1,500.00 |
| Staff | |
| Designated Charity / Staff | \$ 5,000.00 |
| Event Security | \$ 12,000.00 |
| Beer Manager x 3 days (Allison Street) | \$ 750.00 |
| Money Manager x 3 days (Allison Street) | \$ 750.00 |
| NA Beverage / Merch Manager x 2 days (station #1) | \$ 750.00 |
| NA Beverage / Money Manager x 2 days (station #1) | \$ 750.00 |
| NA Beverage / Merch Manager x 2 days (station #2) | \$ 750.00 |
| NA Beverage / Money Manager x 2 days (station #2) | \$ 750.00 |
| Set-Up Staff / Tear Down Staff | \$ 2,000.00 |
| Oktoberfest Beer Miester | \$ 1,000.00 |
| Permits & Insurance | |
| ABC Permits | \$ 150.00 |
| Health Permits Food Vendors | \$ 1,800.00 |
| Health Permits Beer & NA Booth's (est) | \$ 450.00 |
| City Business Permit (est) | \$ 35.00 |
| Event Insurance (est) | \$ 2,500.00 |
| Business Licenses (110 vendors x \$15 ea.) | \$ 1,650.00 |
| Event Décor & Logistics | |
| Event Décor | \$ 1,500.00 |
| Event Décor Street Banners | \$ 1,500.00 |
| Event Restrooms & SD Health Requirements | \$ 7,500.00 |
| Signature Rentals (10x10 uniformed vendor tents x 100) | \$ 10,000.00 |
| Signature Rentals (tables, chairs, tents - event) | \$ 5,000.00 |
| Stage & Sound | \$ 5,000.00 |
| Ice Truck | \$ 1,500.00 |
| Electricity | \$ 15,000.00 |
| Street Cleaning | \$ 7,500.00 |
| Fencing | \$ 6,500.00 |
| Advertising | |
| Event Flyers SGX (10,000 for City of La Mesa) | \$ 400.00 |
| Event Posters (500 for City of La Mesa) | \$ 250.00 |
| Flyer Distribution (staff) | \$ 500.00 |
| Facebook Ads (paid) | \$ 2,500.00 |
| Radio | \$ 5,000.00 |
| Print | \$ 5,000.00 |
| Total Expenses | \$ 146,485.00 |

PAYMENT TERMS

Within Thirty (30) days of the conclusion of the Project, Consultant shall provide to City accounting statements, from a qualified accountant or CPA, detailing all payments received and expenses paid from the Project. Expenses considered for the purpose of determining net proceeds shall conform with the provisions set forth in Attachment "1" of Exhibit "A" to the Agreement. From the date of receipt of accounting statements from Consultant, City shall have Fifteen (15) days to review and reconcile said accounting statements. Following City's review of accounting statements, City and Consultant agree that Consultant shall withhold an amount not to exceed Thirty Thousand Dollars (\$30,000) from net proceeds. Said amount shall constitute a Management Fee to be paid to Consultant for services rendered. City shall invoice Consultant for an amount equal to the agreed upon percentage of Fifty Percent (50%) of the remaining balance of the net proceeds from the event. Consultant shall pay said amount to City within Thirty (30) days of receipt of invoice from City.

An example of the formula for determining the Payment Terms is as follows. If net proceeds from the event are calculated to be One Hundred Thousand Dollars (\$100,000), the Consultant shall withhold an amount from the calculated net proceeds not to exceed Thirty Thousand Dollars (\$30,000) to constitute a Management Fee. A balance of Seventy Thousand Dollars (\$70,000) of the net proceeds would remain. The City and Consultant shall split the remaining net proceeds of \$70,000 by Fifty Percent (50%) such that Thirty Five Thousand Dollars (\$35,000) shall be paid to City and Thirty Five Thousand (\$35,000) shall be paid to Consultant.

In accordance with Section 1 of the Agreement, if City exercises the option to extend the terms of the Agreement at the discretion of the City Manager, City reserves the right to negotiate the Payment Terms for Year Two of the Agreement with the Consultant.



| | | |
|---|---------------|---|
| Event Boundaries Downtown Village | | Exhibit C |
|  | Beer Garden | |
|  | Vendor Booths |  |



DATE: June 28, 2016

TO: Mayor and Members of the City Council

FROM: Mary Kennedy, CMC, City Clerk *mk*

VIA: David Witt, City Manager *DW*

SUBJECT: Annual Interview of Applicants for Openings on the City's Boards and Commissions

Attached are copies of applications from citizens who wish to be considered for appointment or reappointment to the City's boards and commissions. The applicants have been invited to attend the meeting and make a brief three-minute presentation describing their qualifications and interest in serving.

The applicants will be called forward by the City Clerk and after each presentation you may ask questions of the applicants, if you wish.

The appointments will be made at the Council meeting on Tuesday, July 12th.

Attachments

Community Services Commission: 2 positions – four-year terms

Members must be resident electors of the City of La Mesa and are subject to the Conflict of Interest Code.

| | First Appointed | Number of Terms |
|--------------------------------|-----------------|-----------------|
| Darryl Gorham – incumbent | 04/13/2010 | 1+ partial |
| Ginger Radenheimer – incumbent | 07/08/2008 | 2 |

Design Review Board: 1 position – three-year term

Members shall be design professionals, which are defined as registered architect or landscape architect, building designer, urban designer or urban planner. Members are subject to the Conflict of Interest Code.

| | First Appointed | Number of Terms |
|----------------------------|-----------------|-----------------|
| Dimitri Callian | | |
| Christopher Langdon | | |
| Stosh Podeswik – incumbent | 06/26/2007 | 3 |
| Stephen Reaves | | |
| Peter Soutowood | | |
| Erik Verkaaik | | |

Environmental Sustainability Commission: 3 positions – four-year terms

One position represents the professional category (P) with experience related to environmental sustainability, and two positions represent the general population (G).

Members shall be residents of the City of La Mesa and one member shall have professional experience related to environmental sustainability.

| | First Appointed | Number of Terms |
|----------------------------------|-----------------|-----------------|
| Mary Jane Bailey – incumbent (G) | 07/14/2009 | 1+ partial |
| Lawrence Guiland | | |
| Maria Hesse – incumbent (G) | 02/12/2013 | partial |
| Scott Kidwell | | |

Historic Preservation Commission: 2 positions – four-year terms

One position is from the design professional category (DP), and one position is recommended by the La Mesa Historical Society (HS).

Two of the members shall be registered voters and licensed architects, landscape architects, city planners, urban designers, architectural historians, individuals practicing structural or interior design; two are current resident electors of the City of La Mesa; and three are registered voters and recommended by the La Mesa Historical Society. Members are subject to the Conflict of Interest Code.

First Appointed Number of Terms

Dimitri Callian

Ken D'Angelo – recommended by the La Mesa Historical Society

D. Robert Dieringer

Mickey Moreau

La Mesa Community Parking Commission: 2 positions – four-year terms

One position represents the retail or commercial category and one position represents the at large category from the CD Downtown Commercial Zone.

Members shall consist of one retail merchant, one commercial business member, one resident, and two members at large from the CD Downtown Commercial Zone. Members are subject to the Conflict of Interest Code.

First Appointed Number of Terms

Melissa McCune

Personnel Appeals Board: 2 positions – three-year terms

Members shall be resident electors of the City of La Mesa.

First Appointed Number of Terms

Audrey Murray – incumbent

07/13/2004

3

Planning Commission: 2 positions – four-year term

Members must be resident electors of the City of La Mesa and are subject to the Conflict of Interest Code.

First Appointed Number of Terms

Dimitri Callian
Polly Kanavel
Christopher Langdon
Mickey Moreau
Greg Paden
Andrew Torpey
Erik Verkaaik

Traffic Commission: 2 positions – one four-year term and one two year term

One position will fill the unexpired term of Michael Caprio whose term expires June 30, 2018.

Members must be resident electors of the City of La Mesa and are subject to the Conflict of Interest Code.

First Appointed Number of Terms

Tony Ortega
Greg Paden
Gregory Spire

APPLICATIONS ARE AVAILABLE FOR REVIEW IN THE CITY CLERK'S OFFICE