



UPLAND CITY COUNCIL

AGENDA

May 28, 2019

City Council Chamber

**DEBBIE STONE, MAYOR
JANICE ELLIOTT, MAYOR PRO TEM
RICKY FELIX, COUNCILMEMBER
RUDY ZUNIGA, COUNCILMEMBER
BILL VELTO, COUNCILMEMBER**

**ROSEMARY HOERNING, ACTING CITY MANAGER
JAMES L. MARKMAN, CITY ATTORNEY**

DISRUPTION OF MEETINGS

Individuals who demonstrate disruptive conduct during City Council meetings that prevent the City Council from conducting its meeting in an orderly manner are guilty of a misdemeanor as stated in PC403, disrupting a public meeting, and are subject to removal from the chamber or arrest.

- 1. CALL TO ORDER AND ROLL CALL**
- 2. ADDITIONS-DELETIONS TO AGENDA**
- 3. ORAL COMMUNICATIONS**

This is a time for any citizen to comment on item listed on the closed session agenda only. Anyone wishing to address the legislative body is requested to submit a speaker card to the City Clerk at or prior to speaking. The speakers are requested to keep their comments to no more than three (3) minutes. The use of visual aids will be included in the time limit.

- 4. CLOSED SESSION None**

7:00 PM

5. INVOCATION

Jim Thomas, Church of Jesus Christ of Latter-Day Saints

6. PLEDGE OF ALLEGIANCE

7. PRESENTATIONS

8. CITY ATTORNEY

9. ORAL COMMUNICATIONS

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10. COUNCIL COMMUNICATIONS

11. CONSENT CALENDAR

All matters listed under the Consent Calendar are considered to be routine and will be enacted by one roll call vote. There will be no separate discussion of these items unless members of the legislative body request specific items be removed from the Consent Calendar for separate action.

A. APPROVAL OF MINUTES

Approve the Regular Meeting Minutes of May 13, 2019. (Staff Person: Keri Johnson)

B. 2nd READING OF ORDINANCE 1933 REGARDING "SMALL WIRELESS FACILITIES", AMENDING SECTION 5.36.190 OF THE UPLAND MUNICIPAL CODE REGARDING THE SAME

Hold second reading by number and title only, waive further reading, and adopt Ordinance No. 1933 regarding small wireless facilities, amending Section 5.36.190 of the Upland Municipal Code regarding the same. (Staff Person: Robert Dalquest)

C. CONTINUED ITEM - APPROVAL OF AN AGREEMENT WITH ACCOUNTEMPs FOR TEMPORARY ACCOUNTING SERVICES AND UPDATE FINANCE DEPARTMENT STAFFING

Authorize the Acting City Manager to execute an amendment to the current agreement with Accountemps (A Robert Half Company) providing temporary accounting assistance and extend the agreement through June 30, 2020; and it is further recommended the City Council amend the personnel budget to eliminate one accounting clerk position and add a senior accounting technician position for the finance department. (Staff Person: Londa Bock-Helms)

D. DISPOSAL OF SURPLUS EQUIPMENT

Declare the items included on the attached list as surplus, and authorize the Acting City Manager to initiate disposal of the surplus equipment. (Staff Person: Rosemary Hoerning)

12. PUBLIC HEARINGS

A. CONSIDERATION OF A RESOLUTION OF THE CITY COUNCIL AMENDING THE MASTER FEE SCHEDULE TO ESTABLISH FEES FOR SMALL WIRELESS FACILITIES PERMITS

The City Council will consider adopting a Resolution amending the master fee schedule. (Staff Person: Robert Dalquest)

- Recommendation: 1) Staff Presentation
2) Hold Public Hearing
3) Close Public Hearing
4) Adopt a Resolution amending the Master Fee Schedule to establish fees for small wireless facilities permits.

13. COUNCIL COMMITTEE REPORTS

A. PUBLIC WORKS COMMITTEE, MAY 14, 2019

- 1) MEMORIAL PARK - PROPOSITION 68 GRANT OPPORTUNITY, the Public Works Committee recommends the City Council approve the Memorial Park Master Plan Concept Plan and approve professional grant services with Avant Garde in the amount of \$13,000 and professional landscape architectural support services with Architerra Design Group in the amount of \$12,000 for a total amount of \$25,000 for the preparation of a Proposition 68 Grant application for the Memorial Park improvements.

14. BUSINESS ITEMS

A. BOOKING SERVICE AGREEMENT

Authorize the Acting City Manager to sign a contract with G4S to provide a booking service for the City in the amount up to \$204,000 for FY 19/20, up to \$208,000 for FY 20/21 and up to \$222,000 for FY 21/22. (Staff Person: Darren Goodman)

B. POLICE MOBILE APPLICATION

Authorize the Acting City Manager, or designee, to execute an agreement with Apex Mobile for purchase of a law enforcement based mobile application. (Staff Person: Darren Goodman)

C. CONSIDERATION OF INCREASING THE COMPENSATION LEVEL FOR THE ACTING CITY MANAGER

Consider an adjustment (increase) in the compensation for the Public Works Director during her tenure as Acting City Manager. (Staff Person: Steven Flower)

D. CONSIDERATION OF THE PROCESS FOR FILLING THE POSITION OF PERMANENT CITY MANAGER

Review the options and provide direction to staff. (Staff Person: Steven Flower)

15. ORAL COMMUNICATIONS

This is a time for any citizen to comment on any item not listed on the agenda. Anyone wishing to address the legislative body is requested to submit a speaker card to the City Clerk at or prior to speaking. The speakers are requested to keep their comments to no more than three (3) minutes. The use of visual aids

will be included in the time limit. Public comments and questions for the purpose of hearing current matters of concern in our community and to provide citizens a method for the public to hear those concerns in an open venue is encouraged. However, under the provisions of the Brown Act, the City Council is prohibited from discussion of items not listed on the agenda, and therefore, the City Council, City Manager, or City Attorney will take communications under advisement for consideration and appropriate response or discussion at a later time.

16. CITY MANAGER

17. ADJOURNMENT

The next regularly scheduled City Council meeting is Monday, June 10, 2019.

NOTE: If you challenge the public hearing(s) or the related environmental determinations in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City of Upland, at, or prior to, the public hearing.

All Agenda items and back-up materials are available for public review at the Upland Public Library, downstairs reference desk at 450 North Euclid Avenue, the City Clerk's Office at 460 North Euclid Avenue and the City website at www.ci.upland.ca.us, subject to staff's ability to post the documents before the meeting.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk's Office, 931-4120. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. [28 CFR 35.102-35.104 ADA Title II]

POSTING STATEMENT: On May 22, 2019 a true and correct copy of this agenda was posted on the bulletin boards at 450 N. Euclid Avenue (Upland Public Library) and 460 N. Euclid Avenue (Upland City Hall).

**MINUTES OF THE REGULAR MEETING OF THE
UPLAND CITY COUNCIL
MAY 13, 2019**

OPENING

The regular meeting of the Upland City Council was called to order by Mayor Debbie Stone at 6:00 p.m. in the Council Chamber of the Upland City Hall.

1. ROLL CALL

Present: Mayor Debbie Stone, Council Members Janice Elliott, Ricky Felix, Bill Velto, and Rudy Zuniga

Staff: Acting City Manager Rosemary Hoerning, City Attorney James L. Markman, and City Clerk Keri Johnson

Absent: City Manager Jeannette Vagnozzi

2. ADDITIONS/DELETIONS TO AGENDA None

3. ORAL COMMUNICATIONS

Dori Ferranto, Upland Chamber of Commerce, stated that the business community needs continuity of leadership and requested the Council consider unseen costs to businesses during their deliberations.

Lois Sicking Dieter, requested the Council come to a consensus regarding Item 4A on the agenda and to make a decision.

4. CLOSED SESSION

At 6:03 p.m. Mayor Stone announced the City Council would recess to Closed Session pursuant to Government Code Section

A. PUBLIC EMPLOYEE PERFORMANCE EVALUATION AND CONSIDERATION OF PUBLIC EMPLOYEE DISMISSAL AND RELATED ACTIONS pursuant to California Government Code section 54957

Title: City Manager

B. GOVERNMENT CODE SECTION 54957.6 - CONFERENCE WITH LABOR NEGOTIATORS

Agency designated representatives: Legal Counsel Edward Zappia

Employee organizations: Upland Mid-Management Association, Upland City Employees Association, Upland Police Officers Association, and Upland Police Management Association

The City Council reconvened in open session at 7:00 p.m.

5. INVOCATION Mike Ingram, Christian Science Faith

6. PLEDGE OF ALLEGIANCE Mayor Stone

7. PRESENTATIONS

Certificates of Recognition were presented to Upland Residents Serving in the Military.

Public Works Director Hoerning accepted a Proclamation declaring the week of May 19 through May 25, 2019 as Public Works Week.

Management Analyst Michelle Madriz accepted a Proclamation declaring May as Save Our Water Month.

Carol Zahniser and Brenda Zaldivar of Upland Sister City Association accepted a Proclamation declaring 2019 the year of Upland.

Robin Baker, Upland Heritage President, accepted a Proclamation declaring May 2019 as National Historic Preservation Month.

Robin Baker, Upland Heritage President, accepted a Proclamation honoring the 30th Anniversary of Upland Heritage.

8. CITY ATTORNEY

City Attorney Markman announced that the City Council took the following actions on Item 4A during Closed Session:

Effective at the close of business on June 13, 2019, Jeannette Vagnozzi shall be removed and terminated from the position of City Manager of the City of Upland; and in accordance with Upland Municipal Code 2.04.240, effective immediately, Jeannette Vagnozzi is placed on administrative leave with pay through and including June 13, 2019; and directed the City Clerk to provide Ms. Vagnozzi the written notice of the effective date of her termination as specified in Upland Municipal Code Section 2.04.240. These actions were passed by a 4-1 vote with Mayor Stone opposed.

The Council voted unanimously to appoint Rosemary Hoerning as Acting City Manager of the City of Upland, effective immediately.

Acting City Manager Hoerning took her seat on the dais at 7:56 p.m.

9. ORAL COMMUNICATIONS

James Breitling, Upland, spoke regarding solid waste rate increase requests from Burrtec and questioned why the City has a short timeline for rate increases.

Peter Atwood, Upland, questioned the need for an urgency ordinance regarding small wireless facilities and requested the Council take more time to review the item before making a decision.

Lois Sicking Dieter, requested that the Council take more time to thoroughly review the process for small wireless facilities before making a decision.

April McCormick, stated that she had submitted a petition signed by Upland residents requesting the Council delay passing an ordinance regarding small cell facilities and consider modeling the ordinance after Mill Valley's ordinance.

10. COUNCIL COMMUNICATIONS

Councilmembers announced various activities throughout the community, including providing an update on the meetings they attended.

11. CONSENT CALENDAR

Councilmember Felix removed Consent Calendar Item 11E, and Councilmember Elliott removed Consent Calendar Items 11H and 11I for separate action. Motion by Councilmember Zuniga to approve the remainder of the Consent Calendar, seconded by Councilmember Felix, and carried unanimously.

A. APPROVAL OF WARRANT AND PAYROLL REGISTERS APRIL 2019

Approved the April Warrant Registers and Direct Disbursements (check numbers 24801-25239) totaling \$4,326,366.31 and Payroll Registers totaling \$1,218,160.47 (check Numbers 160577-160613 and EFTs 14283-14768).

B. APPROVAL OF MINUTES

Approved the Regular Meeting Minutes of April 22, 2019 and the Special Meeting Minutes of April 29, 2019.

C. ANNUAL DESTRUCTION OF RECORDS

Adopted Resolution No. 6486 authorizing and directing the City Clerk to destroy certain City records pursuant to the Government Code of the State of California.

D. TREASURER'S REPORT MARCH 2019

Received and filed the March 2019 Treasurer's Report.

F. AMENDMENT TO THE LANDSCAPE MAINTENANCE SERVICES AGREEMENT

Authorized an amendment to the Landscape Services Agreement with Brightview (Formerly Valley Crest).

G. RESOLUTION APPROVING AN AMENDMENT TO PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS BETWEEN THE CITY AND THE SAN ANTONIO WATER COMPANY FOR THE CITY'S PURCHASE OF PROPERTY (A PORTION OF ASSESSOR'S PARCEL NO. 1005-271-03, 1723 N. BENSON AVENUE) TO FACILITATE THE CONSTRUCTION OF A REPLACEMENT 7.5 MG WATER RESERVOIR

Adopted Resolution No. 6487 approving an amendment to the purchase and sale agreement and escrow instructions between the City and the San Antonio Water Company for the City's purchase of property to be used to facilitate the construction of a replacement 7.5 MG reservoir, Project No. 9128.

ITEMS REMOVED FOR SEPARATE ACTION

E. APPROVAL OF AGREEMENT WITH ACCOUNTEMPS FOR TEMPORARY ACCOUNTING SERVICES AND UPDATE FINANCE DEPARTMENT STAFFING

Motion by Councilmember Felix to continue this item to the City Council meeting of May 28, 2019 to allow more time for review, seconded by Councilmember Zuniga, and carried unanimously.

H. PROFESSIONAL SERVICE AGREEMENT FOR SOLID WASTE RATE EVALUATION

Acting City Manager Hoerning presented the staff report, which is on file in the City Clerk's office.

There was discussion regarding the evaluation of the vendors who responded to the request for proposals and the current Burrtec contract for services.

Motion by Councilmember Velto to approve the Professional Services Agreement with R3 Consulting Group, Inc. for the 2019 Solid Waste Rate Evaluation and Review in the amount of \$39,745, seconded by Councilmember Felix, and carried unanimously.

I. RESIGNATION OF CITY COUNCIL ADVISORY COMMITTEE MEMBER

Council thanked Ms. Sarathy for her willingness to serve on the committee.

Motion by Councilmember Elliott to accept the resignation from City Council Advisory Member Brinda Sarathy and instruct the City Clerk to post the vacancy pursuant to Government Code Section 54974, seconded by Councilmember Velto, and carried unanimously.

12. PUBLIC HEARINGS

A. COMMUNITY DEVELOPMENT BLOCK GRANT ONE YEAR ACTION PLAN FOR FISCAL YEAR 2019-20

Development Services Director Dalquest and Housing Consultant Alcorn introduced CDBG Committee Chairperson Hydee Hall and Committee Members Carlos Garcia and Robin Aspinall.

Report given by Community Development Block Grant Committee Chairperson Hall, which is on file in the City Clerk's Office. The City Council was provided with a breakdown of funding.

There was discussion on the grant application process, the policy guidelines, and programs funded by CDBG grant funds.

Mayor Stone opened the public hearing.

April McCormick, requested an audit and questioned the process for approving grants. Further requested that the Committee review the grant applications.

Steve Bierbaum, stated there is confusion regarding whether the CDBG Committee reviews the program grant applications; and requested the Council consider changing the process to allow the Committee to have input on the grant recipients.

Amira Brewert, stated she had a family member who was a grant recipient and that the grant had changed her life. She requested the Council approve the one year action plan.

There being no other speakers, Mayor Stone closed the public hearing.

There was a suggestion to review the policy guidelines and make changes to allow for Council approval of program applicants. Council requested to revise the policy for the downtown facade enhancement program

Motion by Councilmember Felix to adopt Resolution No. 6488 approving the City of Upland's One Year Action Plan for Fiscal Year 2019-20 and authorize the City Manager to execute any and all necessary related documents to implement the FY 2019-20 Plan; and in addition direct staff to add a final approval step for the Emergency Repair Program and Downtown Façade Program so the final recipients are approved by the City Council, seconded by Councilmember Velto, and carried unanimously.

13. COUNCIL COMMITTEE REPORTS

A. SPECIAL INVESTMENTS COMMITTEE MEETING, APRIL 24, 2019

Councilmember Elliott provided a recap of the meeting, which is on file in the City Clerk's Office. This was for information only and no action was required.

14. BUSINESS ITEMS

A. CONSIDER APPROVAL OF AN URGENCY ORDINANCE AND AN ORDINANCE REGARDING "SMALL WIRELESS FACILITIES", AMENDING SECTION 5.36.190 OF THE UPLAND MUNICIPAL CODE REGARDING THE SAME, AND DECLARING THE URGENCY AND IMMEDIATE EFFECTIVENESS THEREOF, PURSUANT TO GOVERNMENT CODE SECTIONS 36934 AND 36937 AND APPROVE A RESOLUTION ADOPTING A CITY WIDE POLICY REGARDING PERMITTING REQUIREMENTS AND DEVELOPMENT STANDARDS FOR SMALL WIRELESS FACILITIES

Development Services Director Dalquest presented the staff report, which is on file in the City Clerk's Office.

There was discussion of the hierarchy of location preference as opposed to creating zoning restrictions, the need to have a policy and ordinance in place to provide guidelines for permit applications, the approval process for applications, and the CEQA exemption.

Assistant City Attorney Flower addressed questions regarding the Ordinance and FCC mandates for approval timelines.

Motion by Councilmember Elliott to adopt Urgency Ordinance No. 1932 regarding "small wireless facilities", amending Section 5.36.190 of the Upland Municipal Code regarding the same, and declaring the Urgency and Immediate Effectiveness thereof pursuant to Government Code Sections 36934 and 36937; removing Section 3, CEQA; and hold first reading by title only, waive further reading, and introduce an Ordinance regarding small wireless facilities, amending Section 5.36.190 of the Upland Municipal Code regarding the same, and removing Section 3, CEQA, seconded by Councilmember Zuniga, and carried unanimously.

Motion by Councilmember Zuniga to approve Resolution No. 6489 adopting a City wide policy regarding Permitting Requirements and Development Standards for small wireless facilities; and direct staff to bring back a Mill Valley type ordinance to be processed, seconded by Councilmember Velto, and carried unanimously.

15. ORAL COMMUNICATION (items not on the agenda)

Robert Kamansky, Upland, spoke regarding the importance of the City's water supply and urged the Council to consider a water plan to adapt to all future water needs and risks.

Armando N. Lopez, Upland, thanked Councilmember Elliott for assistance in getting graffiti removed in his neighborhood.

Curt Lewis, Grant Coordinator for Congressman Pete Aguilar's office invited the public to attend their annual Senior Fair at the Rancho Cucamonga Sports Center.

Lois Sicking Dieter, questioned when a request for proposals would be issued for the homeless coordinator and also requested one email address for all Councilmembers that would go directly to Council.

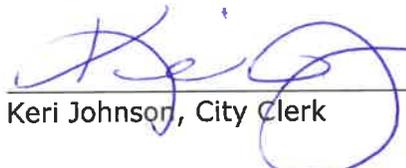
Mark Walters, Upland, thanked Councilmembers Elliott and Velto for their assistance in getting the weeds cleared on an Edison owned property near his home.

16. CITY MANAGER

17. ADJOURNMENT

Mayor Stone adjourned the meeting at 10:02 p.m. The next regularly scheduled City Council meeting is Tuesday, May 28, 2019.

SUBMITTED BY



Keri Johnson, City Clerk

APPROVED

May 28, 2019



SECOND READING AND ADOPTION
Ord No. 1933 Date 5/28/19 Item No. 11B

STAFF REPORT

~~ITEM NO. 4.A.~~

DATE: May 13, 2019
TO: MAYOR AND CITY COUNCIL
FROM: JEANNETTE VAGNOZZI, CITY MANAGER
PREPARED BY: ROBERT D. DALQUEST, DEVELOPMENT SERVICES DIRECTOR
SUBJECT: CONSIDER APPROVAL OF AN URGENCY ORDINANCE AND AN ORDINANCE REGARDING "SMALL WIRELESS FACILITIES", AMENDING SECTION 5.36.190 OF THE UPLAND MUNICIPAL CODE REGARDING THE SAME, AND DECLARING THE URGENCY AND IMMEDIATE EFFECTIVENESS THEREOF, PURSUANT TO GOVERNMENT CODE SECTIONS 36934 AND 36937 AND APPROVE A RESOLUTION ADOPTING A CITY WIDE POLICY REGARDING PERMITTING REQUIREMENTS AND DEVELOPMENT STANDARDS FOR SMALL WIRELESS FACILITIES

RECOMMENDED ACTION

It is recommended that the City Council:

1. Adopt an Urgency Ordinance regarding "small wireless facilities", amending Section 5.36.190 of the Upland Municipal Code regarding the same, and declaring the Urgency and Immediate Effectiveness thereof pursuant to Government Code Sections 36934 and 36937, ~~and approving California Environmental Quality Act Exemptions therewith;~~ and
2. Hold first reading by title only, waive further reading, and introduce an Ordinance regarding small wireless facilities, amending Section 5.36.190 of the Upland Municipal Code regarding the same, ~~and approving California Environmental Quality Act Exemptions in connection therewith;~~ and
3. Approve a Resolution adopting a City wide policy regarding Permitting Requirements and Development Standards for small wireless facilities.

GOAL STATEMENT

The proposed action supports the City's overarching goal of protecting the public health, safety and welfare by establishing consistent regulations governing the deployment of small

wireless facilities at the maximum permissible under current Federal Communications Commission's rules and regulations.

BACKGROUND

The proposed action does not add any new wireless facilities in the City. Rather, it will provide a tool for the City to provide permitting requirements and development standards for applications received by the City for "small wireless facilities". On September 26, 2018, the Federal Communications Commission ("FCC") adopted its Declaratory Ruling and Third Report and Order (the "Report and Order"), which establishes a new category "small, wireless facility". The Report and Order, in an effort to streamline the deployment of small wireless facilities for the deployment of infrastructure necessary for 5G and other advanced wireless services, purports to give wireless service providers the right to utilize public right-of-way and to attach small wireless facilities to public infrastructure. The Report and Order substantially restricts local governments' ability to regulate such facilities in public rights-of-way. The Report and Order requires that fees charged for small wireless facilities be reasonable and objective, sets timeframes (referred to as "shot clocks") for reviewing and approving applications for new and additional small wireless facilities and requires that aesthetic standards be reasonable and published in advance.

ISSUES/ANALYSIS

The FCC Report and Order has been challenged by dozens of local government agencies across the country. This pending litigation is anticipated to be heard by the U.S. Court of Appeals for the Ninth Circuit later this year. In the meantime, with the Report and Order now in effect, staff recommends adoption of the attached ordinances and policy resolution. The ordinances would amend the City's Municipal Code to address the FCC Report and Order. The proposed resolution would establish consistent regulations governing deployment of small wireless facilities in the public rights-of-way, in order to fully protect the health, safety, and welfare of the public.

Urgency Ordinance and Ordinance

The proposed Urgency Ordinance (Exhibit A) and Ordinance (Exhibit B) would amend Section 5.36.190 of the Upland Municipal Code ("UMC") by adding new subsection D so that small wireless facilities are subject to the requirements of the City wide policy regarding permitting requirements and development standards for small wireless facilities, adopted by a separate resolution ("Policy Resolution") of the City Council. The reason for both the Urgency Ordinance and the non-urgency Ordinance is that the Urgency Ordinance will permit the policy provisions to take effect in the Municipal Code immediately. The non-urgency Ordinance will end up superseding the Urgency Ordinance so as to eliminate reliance on urgency findings as the underlying foundation and basis for adoption and enforcement of the City's standards.

Policy Resolution

The Report and Order provide for local agencies to regulate, to some degree, the aesthetics of small wireless facilities, including location, compatibility with surrounding facilities, spacing and overall size of the facility. Such requirements must be reasonable, technically feasible, directed at avoiding or mitigating unsightly, out-of-character installations, incorporate clearly defined standards applied in a principled manner and are published in advance. The proposed Resolution (Exhibit C) contemplates all areas affected by the Report and Order and sets forth policies, procedures, and standards for small wireless facilities as outlined below:

- **Required Permits and Approvals.** Requires a "Small Wireless Facility Permit" for all small wireless facilities. Depending on the nature of the proposed installation, additional permits for construction may be required as consistent with other similar utility work.

- **Permit Application Requirements.** Establishes the application requirements for proposed small wireless facilities, including procedures for reviewing batched or grouped applications including required fees, construction drawings, site surveys, photo simulations, project narrative and justification, Radio Frequency (RF) Compliance Report, site agreements if applicable, and acoustical analysis for all proposed equipment.
- **Permit Application Submittal and Review.** Establishes requirements and procedures for submittal and review of small wireless facility permit applications, including meetings with staff, application completeness, withdrawn applications, batched applications.
- **Approvals and Denials.** Describes the administrative review of applications, required findings for approval, conditional approvals, decision notices, and appeals of permit decisions.
- **Conditions of Approval.** Sets forth general conditions of approval including permit terms, renewal, installation certification, time for construction build-out, site maintenance, compliance with other laws, impacts on other properties, inspections, emergency response, indemnification of the City, performance bonding, permit revocation, landscaping, cost reimbursement to City for certain items, cooperation with RF compliance evaluations, future undergrounding programs, electrical meter upgrades and relocation requirements.
- **Location Requirements.** Establishes locations that are based on a hierarchy starting from "most preferred," to "least preferred" for small wireless facilities. The policy uses zoning to established preferred areas over least preferred areas with residential areas on local streets, historic districts and areas within 500 feet of school sites being the least preferred; unless the applicant can demonstrate with clear and convincing evidence that a more-preferred location is not technically feasible.
- **Design Standards.** Establishes requirements for shielding/shrouding or otherwise concealing equipment, requires that new/replaced poles be consistent with style, texture and color of existing poles in the area, prohibits new ground mounted electrical service/meters, details dimensional requirements and height limits, signage and landscape protection and restoration requirements.

Environmental section
removed per Council
direction – 5/13/19

ENVIRONMENTAL DETERMINATION

Staff has determined that the adoption of the Urgency Ordinance and Non-Urgency Ordinance is exempt from review under the California Environmental Quality Act ("CEQA") (California Public Resources Code Section 21000, et seq.), pursuant to CEQA Regulation §15061(b)(3) (14 Cal. Code Regs. § 15061(b)(3)) covering activities with no possibility of having a significant effect on the environment. In addition, the proposed ordinances are categorically exempt pursuant to Section 15301 of the CEQA Guidelines which is applicable to minor alterations of existing governmental and/or utility-owned structures.

FISCAL IMPACTS

Adoption of the proposed Urgency Ordinance, Ordinance, and Policy Resolution will have no direct fiscal impact on the City, but the City will need to establish appropriate fees for small wireless facilities. The Report and Order requires such fees to be reasonable and establish the following "safe harbor" amounts as presumptively reasonable:

- \$500 for non-recurring fees for applications for up to five small wireless facility sites, with an additional \$100 for each additional site;
- \$1,000 for non-recurring fees for a new pole to support one or more small wireless facilities; and

- \$270 per year for all recurring fees, including any right-of-way encroachment permit fee for attachment to a municipality-owned structure in the public right-of-way (e.g., streetlight pole).

The City can potentially charge higher fees if based on a reasonable approximation on the time and resources the City utilizes in the processing of small wireless facility applications. City staff will therefore study the matter and return to the Council with a fee proposal at a date in the near future.

ALTERNATIVES

Provide alternative direction to staff.

ATTACHMENTS:

Exhibit A – Urgency Ordinance amending Section 5.36.190 of UMC

Exhibit B – Ordinance amending Section 5.36.190 of UMC

Exhibit C – Policy Resolution establishing a City wide policy regarding Permitting Requirements and Development Standards for small wireless facilities

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF UPLAND REGARDING
SMALL WIRELESS FACILITIES AND AMENDING SECTION
5.36.190 OF THE UPLAND MUNICIPAL CODE REGARDING
THE SAME

WHEREAS, on September 26, 2018, the Federal Communications Commission ("FCC") adopted its Declaratory Ruling and Third Report and Order ("Report and Order") relating to placement of small wireless facilities in public rights-of-way, and the Report and Order went into effect on January 14, 2019; and

WHEREAS, the Report and Order purports to give providers of wireless services rights to utilize public rights of way and to attach so-called "small wireless facilities" to public infrastructure including infrastructure of the City of Upland, subject to payment of "presumed reasonable", non-recurring and recurring fees, and the ability of local agencies to regulate use of their rights-of-way is substantially limited under the Report and Order; and

WHEREAS, notwithstanding the limitations imposed on local regulation of small wireless facilities in public rights-of-way by the Report and Order, local agencies retain the ability to regulate the aesthetics of small wireless facilities, including location, compatibility with surrounding facilities, spacing, and overall size of the facility, provided the aesthetic requirements are: (i) "reasonable", i.e., "technically feasible and reasonably directed to avoiding or remedying the intangible public harm or unsightly or out-of-character deployments"; (ii) "objective", i.e., they "incorporate clearly-defined and ascertainable standards, applied in a principled manner"; are (iii) published in advance. Regulations that do not satisfy the foregoing requirements are likely to be subject to invalidation, as are any other regulations that "materially inhibit wireless service", (e.g., overly restrictive spacing requirements); and

WHEREAS, local agencies also retain the ability to regulate small wireless facilities in the public rights-of-way in order to more fully protect the public health and safety, ensure continued quality of telecommunications services, and safeguard the rights of consumers; and

WHEREAS, it is the intent of the City Council in adopting this Ordinance to supersede regulations of the City that conflict with the Report and Order, and to establish consistent regulations governing deployment of small wireless facilities in order to more fully protect the public health, safety, and welfare, and the City Council declares that it adopts this Ordinance with the understanding that the City expressly reserves all rights to re-enact and/or establish new regulations consistent with State and federal law as it existed prior to adoption of the Report and Order in the event the Report and Order is invalidated, modified, or limited in any way;

NOW THEREFORE THE CITY COUNCIL OF THE CITY OF UPLAND ORDAINS AS FOLLOWS:

Section 1. Findings. The City Council finds that each fact set forth in the preceding recitals are true.

Section 2. Section 5.36.190 of the Upland Municipal Code is hereby amended by the addition thereto of a new paragraph "D" to read as follows:

Notwithstanding any other provision of the Municipal Code to the contrary, all small wireless facilities as defined by the FCC in 47 C.F.R. § 1.6002(*l*), as may be amended or superseded, shall be subject only to and must comply with the "Citywide Policy Regarding Permitting Requirements And Development Standards For Small Wireless Facilities" adopted by City Council resolution. No person shall construct, install, attach, operate, collocate, modify, reconstruct, relocate, remove, or otherwise deploy any small wireless facility in violation of such policy."

Section 3. Future Modifications. The City Council finds and declares that it is adopting this Ordinance in order to more fully protect and preserve the public health and safety with respect to City rights-of-way in light of the adoption of the Report and Order. Notice is hereby given to any and all wireless providers obtaining a permit pursuant to the Upland Municipal Code as amended herein, that the City expressly reserves any and all rights it possessed prior to the adoption of the Report and Order concerning its authority to regulate its public rights-of-way. In the event the Report and Order is invalidated, modified, or limited in any way, the City Council reserves the right, subject to reasonable notice and due process, to modify the terms and conditions applicable to any permit issued hereunder including, but not limited to, the term, fees charged, and scope of any future wireless deployments within the City's rights-of-way.

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

Section 5. Publication and Certification. The City Clerk shall certify the adoption of this Ordinance and cause it to be published in the manner required by law.

PASSED, APPROVED, AND ADOPTED this 28th day of May, 2019.

Debbie Stone, Mayor

Ordinance No.

Page 3

ATTEST:

Keri Johnson, City Clerk

I, Keri Johnson, City Clerk of the City of Upland, do hereby certify that the foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Upland held on the 13th day of May, 2019, and was finally passed at a regular meeting of the City Council of the City of Upland held on the 28th day of May, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

ATTEST:

Keri Johnson, City Clerk



STAFF REPORT

ITEM NO. 11.C.

DATE: May 28, 2019
TO: MAYOR AND CITY COUNCIL
FROM: ROSEMARY HOERNING, ACTING CITY MANAGER
PREPARED BY: LONDA BOCK-HELMS CPA, ACTING ADMINISTRATIVE SERVICES DIRECTOR
SUBJECT: CONTINUED ITEM - APPROVAL OF AN AGREEMENT WITH ACCTEMPMS FOR TEMPORARY ACCOUNTING SERVICES AND UPDATE FINANCE DEPARTMENT STAFFING

RECOMMENDED ACTION

It is recommended that the City Council authorize the Acting City Manager to execute an amendment to the current agreement with Accountemps (A Robert Half Company) providing temporary accounting assistance and extend the agreement through June 30, 2020; and it is further recommended the City Council amend the personnel budget to eliminate one accounting clerk position and add a senior accounting technician position for the finance department.

GOAL STATEMENT

The proposed action supports the City's goal to provide fiscal oversight.

BACKGROUND

The City currently has a contract with Accountemps which will expire June 30, 2019. The contract is close to reaching its not to exceed amount of \$45,000. Earlier in the year, temporary assistance was needed to fill the vacant payroll technician position and also to backfill a position due to maternity leave. At this time, additional services are needed to temporarily address staff vacancies in order to maintain orderly and timely financial processes. This amendment to the service agreement will provide additional funds for these services and extend the contract term to June 30, 2020.

ISSUES/ANALYSIS

Temporary accounting services are needed immediately to fill the Accounting Clerk position which was vacated on April 25, 2019. This position is key to budget preparation and is backup for accounts payable. In addition, there will be a need for accounts payable temporary staffing in early July, 2019 to address allowable maternity leave.

A review of the work requirements within the finance department determined it is necessary to implement staffing adjustments to better align the position with the skill level requirements. Finance is pursuing the timely recruitment of vacant positions.

FISCAL IMPACTS

There would be no fiscal impact to FY 2018/19 expenses for the Accounttemp's contract amendment. Salary savings from the vacant position and budget still available in the contract services account will cover the cost of services used during the remainder of the year. In FY 2019/20, it is anticipated that temporary staffing service will be off set by the salary savings from the vacant position and a reduction in the finance department's overtime budget.

The annual fiscal impact going forward for upgrading one position to a senior accounting technician position would be approximately \$11,500. This incremental increase amount will be offset by a reduction in the part-time salary budget.

ALTERNATIVES

Provide alternative direction to staff.

ATTACHMENTS:

Accountemps Agreement Amendment No. 1

**FIRST AMENDMENT TO
PROFESSIONAL CONSULTANT SERVICES AGREEMENT
BETWEEN THE
THE CITY OF UPLAND
AND
ACCOUNTEMPS**

THIS FIRST AMENDMENT TO PROFESSIONAL CONSULTANT SERVICES AGREEMENT (the "First Amended Agreement") is made as of the 13th day of May 2019, by and between the City of Upland (the "City"), and Accountemps, a Robert Half Company (the "Consultant"). Collectively, City and Consultant are referred to herein as the "Parties".

WITNESSETH THAT:

WHEREAS, City and Consultant previously entered into an original Professional Consultant Services Agreement (the "Original Agreement") dated July 9, 2018 (the "Commencement Date") for the service delivery period of July 9, 2018 through June 30, 2019 (the "Term"); and

WHEREAS, the Agreement can be extended one (1) year additional term; and

WHEREAS, the parties wish to extend the Agreement to include one additional term (fiscal year 2019-20; and

WHEREAS, pursuant to the Original Agreement, the Consultant is to provide a variety of accounting services in support of the City's Finance Department, as defined within Exhibit "A"; and

WHEREAS, the City's projected estimate for the cost of services for the previous vacancies was not to exceed \$45,000 and was therefore approved by the City Manager; and

WHEREAS, contracts in excess of \$50,000 exceed the City Manager's signing authority; and

WHEREAS, there is an immediate need for temporary services and the cost is expected to be an additional \$45,000; and

WHEREAS, Consultant confirms that it is able to provide the level of service required, as defined in Exhibit "A"; and

WHEREAS, Consultant's costs are included with City's FY 2018-19 budget; and

WHEREAS, it now becomes necessary to amend said Agreement and the Parties are desirous of such amendment.

NOW, THEREFORE, in consideration of the mutual undertakings herein, the Parties amend the Agreement as follows:

1. Section 5, PAYMENT, Subsection a. is amended in its entirety as follows:

- a. The City agrees to pay Consultant monthly, in accordance with the payment rate and terms and the schedule of payment as set forth in the Amended Exhibit "B", Payment Rates and Schedule, attached hereto and incorporated herein by the reference as though fully set forth

2. All remaining provisions of the Original Agreement shall remain the same.

IN WITNESS WHEREOF, the City and Consultant have approved this First Amended Agreement effective the day and year first above written.

CITY:

City of Upland

CONSULTANT:

Robert Half International Inc.

By: _____

~~Jeannette Vagnozzi~~ *Rosemary Hoerning*
Acting City Manager

By: _____

John Schafer
John Schafer
Senior Regional Vice President

ATTEST:

By: _____

Keri Johnson
City Clerk

APPROVED AS TO FORM:

By: _____

James L. Markman
James L. Markman
City Attorney

Exhibit “A”
TASKS TO BE PERFORMED

Various accounting duties including accounts payable, journal entries, processing budget amendments and other duties as assigned by the Accounting Supervisor and Finance Officer.

Exhibit "B"

HOURLY RATES FOR SERVICES:

Fiscal Years 2018 – 2019 and 2019 – 2020

Title	Rate
Accounting Clerk	\$24.49-\$27.89
Accounts Payable	\$27.49-\$37.89
Payroll Clerk	\$30.89-\$45.79
Accounts Receivable	\$28.89-\$41.88
Staff Accountant	\$38.89-\$67.89
Senior Accountant	\$45.89-\$83.88



STAFF REPORT

ITEM NO. 11.D.

DATE: May 28, 2019
TO: MAYOR AND CITY COUNCIL
FROM: ROSEMARY HOERNING, ACTING CITY MANAGER
PREPARED BY: ROSEMARY HOERNING, ACTING CITY MANAGER
KERI JOHNSON, CITY CLERK
SUBJECT: DISPOSAL OF SURPLUS EQUIPMENT

RECOMMENDED ACTION

It is recommended that the City Council declare the items included on the attached list as surplus, and authorize the Acting City Manager to initiate disposal of the surplus equipment.

GOAL STATEMENT

The proposed action supports the City's goal to eliminate surplus equipment that is no longer needed for department operations.

BACKGROUND

Over time, the Information Technology Division has accumulated equipment that has become obsolete, damaged, and/or no longer useful for City operations. These items can be sold for re-use to offset the cost of the purchase of new equipment or if there is no residual value they can be properly disposed.

Upland Municipal Code Section 2.48.150 states that all departments shall submit reports showing all supplies and equipment which are no longer used or which have become obsolete or worn out. It further states that the items declared surplus may be sold on a competitive bid basis, scrapped, or donated based on highest rate of return.

ISSUES/ANALYSIS

The City disposes of surplus items through a public surplus auction website or directly to vendors if a higher price can be obtained. This is consistent with City Policy and the Upland

Municipal Code. The listed items on the attachment that do not appear to have residual or scrap value, will be disposed. Items that have a residual value will be sold for the highest value.

FISCAL IMPACTS

There is minimal fiscal impact associated with this action.

ALTERNATIVES

Provide alternative direction to staff.

ATTACHMENTS:

Equipment to be declared surplus

<u>Item</u>	<u>Model</u>	<u>Dollar Value</u>
12 Keyboards	N/A	0
6 Mice	N/A	0
Apex Digital Controller		0
Audio Device	VDA-115	0
Audio Mixer	TC13	0
Avaya phone	E129	0
Avaya phone	E129	0
Bad Power Strip	50682	0
Blackbox Extender	609316	0
Computer Desktop Stand	N/A	0
Crate Micelleaneous Cables	N/A	0
Dell Computer	Optiplex 755	0
Dell Computer	OptiplexGX620	0
Dell Computer	Optiplex 980	0
Dell Computer	OptiplexGX620	0
Dell Computer	Optiplex745	0
Dell Computer	Optiplex745	0
Dell Computer	Optiplex745	0
Dell Computer	Optiplex 755	0
Dell Monitor	E207WFP	0
Dell Monitor	2209Waf	0
Dell Monitor	1704FPvt	0
Dell Monitor	1707FPc	0
Dell Monitor	2208WFp	0
Dell Monitor	P2214Hb	0
Dell Monitor	1905FP	0
Dell Monitor	1905FP	0
Dell Monitor	1905FP	0
Dell Monitor	2208WFpT	0
Dell Monitor	2208WFpT	0
Dell Monitor Mount (Double)	MDS14	0
Dell Monitor Mount (Single)	12 units	0
Dell Monitor Speaker	AX510	0
Dell Server	PowerEdge 2950	0
Dual High Gain Line Amps	STA-2A	0
Duplo Paper Folder	D590	0
Extron Computer to Video	VSC 200	0
Hasler Mailing System	M4000	0
HumanScale	N/A	0
InFocus Projector	LP850	0
InFocus Remote Controller	N/A	0
InFocus Remote Controller	N/A	0
InFocus Remote Controller	N/A	0
Keurig Coffee Machine	K70	0
Kramer Audio Distributor	VP-2K	0

Meridian Phone	484728	0
Monitor Mount (Table Arm)	N/A	0
Monitor Mount (Table Arm)	N/A	0
NEC Monitor	LCD71V	0
NEC Monitor	LCD71V	0
Nintendo Wii Charger	WUP-014	0
Otter Box iPhone 4 case	iPhone 4	0
Panasonic Headphones	N/A	0
Panasonic Start/Backspace	RP2692	0
Panasonic Voice Recorder	RR930	0
Samsung Monitor	T23A350	0
Samsung Monitor	T23A350	0
Samsung Monitor	T23A350	0
Set Dell Computer Speakers	A215	0
Sling Media	SB100-100	0
Sony Remote Control	N/A	0
Sony Video Monitor	PVM8042Q	0
Sony Video Monitor	PVM8042Q	0
Sony Video Monitor	PVM14M2U	0
Tascam DVD Player	DV-D6500	0
Wasp Barcode Printer	WPL305E	0
Toshiba Laptop M305		



STAFF REPORT

ITEM NO. 12.A.

DATE: May 28, 2019
TO: MAYOR AND CITY COUNCIL
FROM: ROSEMARY HOERNING, ACTING CITY MANAGER
PREPARED BY: ROBERT D. DALQUEST, DEVELOPMENT SERVICES DIRECTOR
SUBJECT: CONSIDERATION OF A RESOLUTION OF THE CITY COUNCIL AMENDING THE MASTER FEE SCHEDULE TO ESTABLISH FEES FOR SMALL WIRELESS FACILITIES PERMITS

RECOMMENDED ACTION

It is recommended that the City Council adopt a Resolution amending the Master Fee Schedule to establish fees for small wireless facilities permits.

GOAL STATEMENT

The proposed action supports the City's goal of providing fiscal stewardship by establishing permit fees to cover the services provided in implementing the new regulations for small wireless facilities.

BACKGROUND

The Federal Communications Commission ("FCC") Declaratory Ruling and Third Report and Order (the "Report and Order") of September 2018 established a new category regarding "small wireless facility". As a result, a local government's ability to regulate small wireless facilities in the public rights-of-way and private property is severely restricted in three (3) substantive aspects. They are: (1) fees charged for small wireless facilities be limited to those that are "reasonable and objective"; (2) set timeframes (referred to as "shot clocks") for reviewing and approving applications for new and additional small wireless facilities; and, (3) requires that aesthetic standards be reasonable and published in advance.

In response to the Report and Order on small wireless facilities, the City Council's action on May 13th addressed issues #2 and #3 above through the adoption of Urgency and Non-Urgency Ordinances, and a Resolution establishing City-wide permitting requirements and development standards. The proposed City Council Resolution is intended to address issue

#1 by adopting fees which are presumed under the Report and Order to be "fair and reasonable" for the permitting of small wireless facilities.

ISSUES/ANALYSIS

Given the establishment of special regulations for small wireless facilities under the Report and Order, as well as new City-wide processing requirements adopted by City Council Resolution, it is necessary to adopt specific fees that are consistent with the FCC's "fair and reasonable" standard. Thus, the proposed Resolution would amend the City's Master Fee Schedule and adopt fees found by the Report and Order to be representative of a locality's reasonable costs (FCC ruling, 32). The FCC identified specific fee levels through a range of sources in order to establish a "safe harbor", or a presumptively reasonable fee level which resulted in the following fees:

- \$500.00 for non-recurring fees, including a single, up-front application for up to five small cell wireless facility sites, with an additional \$100.00 for each additional small cell wireless facility site beyond the initial five sites.
- \$1,000.00 for non-recurring fees for a new pole to support one or more small cell wireless facility.
- \$270.00 per year for all recurring fees including any right-of-way access fee (e.g., encroachment permit) or fee for attachment to a municipality-owned structure in the public right-of-way.

Therefore, in order to be compliant with the standard established in the Report and Order, staff recommends establishing the above fees for now. In the interim, staff will study the matter and if it is found that these fees do not cover the cost in processing these permits under the City's new permitting requirements, staff may return to the Council in the future with an alternative fee proposal.

FISCAL IMPACTS

No fiscal impact is anticipated at this time as the fees established by the proposed City Council Resolution are intended to be compliant with the FCC Rule and Order, and to cover staff's cost in processing applications for small wireless facilities permits. As indicated previously, staff will study the matter and if it is determined that higher fees are more representative of the City's cost, we may return to the Council with an alternate fee proposal in the future.

ALTERNATIVES

Provide alternative direction to staff.

ATTACHMENTS:

Resolution adopting permit fees for the processing of small wireless facilities.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
UPLAND AMENDING THE MASTER FEE SCHEDULE TO
ESTABLISH FEES FOR SMALL WIRELESS FACILITIES
PERMITS

Intent of the Parties and Findings

(i) California law requires that fees for City regulatory activities and services not exceed the estimated cost of regulation or providing the service for which the fee is levied and that no fee or service charge or increase in an existing fee or charge to which the fee or service charge be levied without the opportunity for the public to make oral or written comment at a regularly scheduled meeting of the City Council; and

(ii) The Federal Communications Commission Declaratory Ruling and Third Report and Order (FCC Report and Order) of September 2018 noted that state and local fees and other charges associated with the deployment of wireless infrastructure can effectively prohibit the provision of service; and

(iii) To clarify the particular standard that governs the fees and charges that violate Sections 253 and 332 of the Communications Act when it comes to small wireless facilities, the Report and Order identified specific fee levels for the deployment of Small Wireless Facilities that presumptively comply with this standard, and which is the basis of the fees contained in this resolution; and

(iv) The Upland Municipal Code permits the City Council to establish the fees and charges provided herein by resolution; and

(v) A copy of the Fee Report is on file in the City Clerk's office, and the Upland City Library and has been made available for public review in accordance with state law.

NOW, THEREFORE, the City Council hereby finds, determines and resolves as follows:

Section 1. All of the above recitals are true and correct and are incorporated herein by this reference.

Section 2. The attached amended portion of the Master Schedule of Fees, as provided in Exhibit A, is herewith approved and adopted.

Section 3. The Development Services Department has determined that the fees contained in Exhibit A are compliant with the FCC Report and Order.

Section 4. This resolution shall prevail over any existing resolution in the event of a conflict.

Section 5. The fees adopted by this resolution shall become effective on July 1, 2019 and shall remain in effect until repealed or amended.

Section 7. Certification. The City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED, APPROVED and ADOPTED this 28th day of May, 2019.

Debbie Stone, Mayor

I, Keri Johnson, City Clerk of the City of Upland, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council held on the 28th day of May, 2019, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

ATTEST: _____
Keri Johnson, City Clerk

EXHIBIT A



CITY OF UPLAND DEVELOPMENT SERVICES DEPARTMENT

Planning Division:

Small Wireless Facilities Permit:

- \$500.00 for non-recurring fees, including a single, up-front application for up to five small cell wireless facility sites, with an additional \$100.00 for each additional small cell wireless facility site beyond the initial five sites.
- \$1,000.00 for non-recurring fees for a new pole to support one or more small cell wireless facility.
- \$270.00 per year for all recurring fees including any right-of-way access fee (e.g., encroachment permit) or fee for attachment to a municipality-owned structure in the public right-of-way.

PUBLIC WORKS COMMITTEE MEETING

MAY 14, 2019

CONCLUSION/ACTION SUMMARY

In attendance: Committee Chairperson Velto, Committee Member Felix, Council Member Elliott, Acting City Manager/Public Works Director Hoerning, and Recreation Services Manager Story

- 1) **ORAL COMMUNICATIONS, None**
- 2) **MEMORIAL PARK - PROPOSITION 68 GRANT OPPORTUNITY**, the Public Works Committee recommends the City Council approve the Memorial Park Master Plan Concept Plan and approve professional grant services with Avant Garde in the amount of \$13,000 and professional landscape architectural support services with Architerra Design Group in the amount of \$12,000 for a total amount of \$25,000 for the preparation of a Proposition 68 Grant application for the Memorial Park improvements.



Public Works Committee Meeting

May 14, 2019

5:00 PM

Pinky Alder Room - City Hall

-
1. ORAL COMMUNICATIONS
 2. MEMORIAL PARK - PROPOSITION 68 GRANT OPPORTUNITY

NOTE: All Agenda items and back-up materials are available for public review at the Upland Public Library, downstairs reference desk at 450 North Euclid Avenue, the City Clerk's Office at 460 North Euclid Avenue and the City website at www.ci.upland.ca.us, subject to staff's ability to post the documents before the meeting.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk's Office at 909.931.4120. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. [28 CFR 35.102-35.104 ADA Title II]

POSTING STATEMENT: On May 9, 2019, a true and correct copy of this agenda was posted on the bulletin boards at 450 N. Euclid Avenue (Upland Public Library) and 460 N. Euclid Avenue (Upland City Hall).



STAFF REPORT

ITEM NO. 2.

DATE: May 14, 2019
TO: PUBLIC WORKS COMMITTEE
FROM: JEANNETTE VAGNOZZI, CITY MANAGER
PREPARED BY: ROSEMARY HOERNING, PUBLIC WORKS DIRECTOR
SUBJECT: MEMORIAL PARK - PROPOSITION 68 GRANT OPPORTUNITY

RECOMMENDED ACTION

It is recommended that the Public Works Committee recommend the City Council approve the Memorial Park Master Concept Plan and approve professional grant services with Avant Garde to prepare a Proposition 68 Grant in the amount of \$13,000.

GOAL STATEMENT

The proposed action supports the City goal of improving the public park recreation facilities for community and securing grant funding to assist in the implementation of park upgrades.

BACKGROUND

In an effort to increase community use of Memorial Park to its fullest potential, staff worked together with representatives from the community and Gregg Denson a Landscape design professional from Architerra Design Group to develop a Memorial Park Concept Master Plan and preliminary cost estimates, which are provided in the attachments.

The goal of the park improvements is to make the park more functional and walkable. The proposed improvement features include converting the existing elliptical vehicular drive core into a walking area (authorized vehicles only), constructing a new baseball field close to the YMCA Facility (potentially with artificial turf), creating a new off the leash small and large dog play area south of the Animal Shelter, adding new basketball courts north of the Animal Shelter and south of the north east baseball field, creating a themed Tot playground area, providing new pathway and facility LED lighting to improve walkability and safety and creating new perimeter parking lots to facilitate walking to the recreational amenities.

The design work has not been completed to date and is still required to build the improvements. Based on the concept plan information the estimated preliminary project

construction cost is approximately \$7.3 million. The City does not have sufficient funds for this project.

ISSUES/ANALYSIS

California Department of Parks & Recreation Statewide Parks Program (SPP) has released a Round 3 Competitive Grant Funding opportunity (Proposition 68). The goal of this program is to create new parks and new recreation opportunities in underserved communities across California. Memorial Park is within an identified disadvantaged area. The available funding through this program is \$254,942,000 Statewide. The maximum and minimum project award is \$8.5 million and \$200,000 respectively. The Grant submission deadline is August 5, 2019.

Staff has consulted with Avant Garde grant writers on the following three potential projects; Improvements to the SP/PE Trail, the Pit#3 Park, and the Memorial Park Concept Master Plan. They suggested the City consider a grant application to fund the Memorial Park Concept Master Plan contemplated improvements. The City Recreation Department has been attending the grant workshops and following this grant funding program.

The Proposition 68 Grant opportunity requires that public meetings be conducted to solicit input and refinements from the community and stakeholder to the concept master plan prior to the submission of a funding application for this program.

A structured plan to implement the public outreach, refine the project plan, prepare related documents, and the use of external consulting resources to prepare a robust grant application is required.

FISCAL IMPACTS

Avant Garde has provided a letter proposal to assist the City and provide these services. Should the Council desire to pursue this project and the competitive grant funds, staff is recommending Avant Garde be retained to assist the City in the preparation of the required documentation. The capital improvement program budget has sufficient funds in the Memorial Park project (Fund 421) for these services.

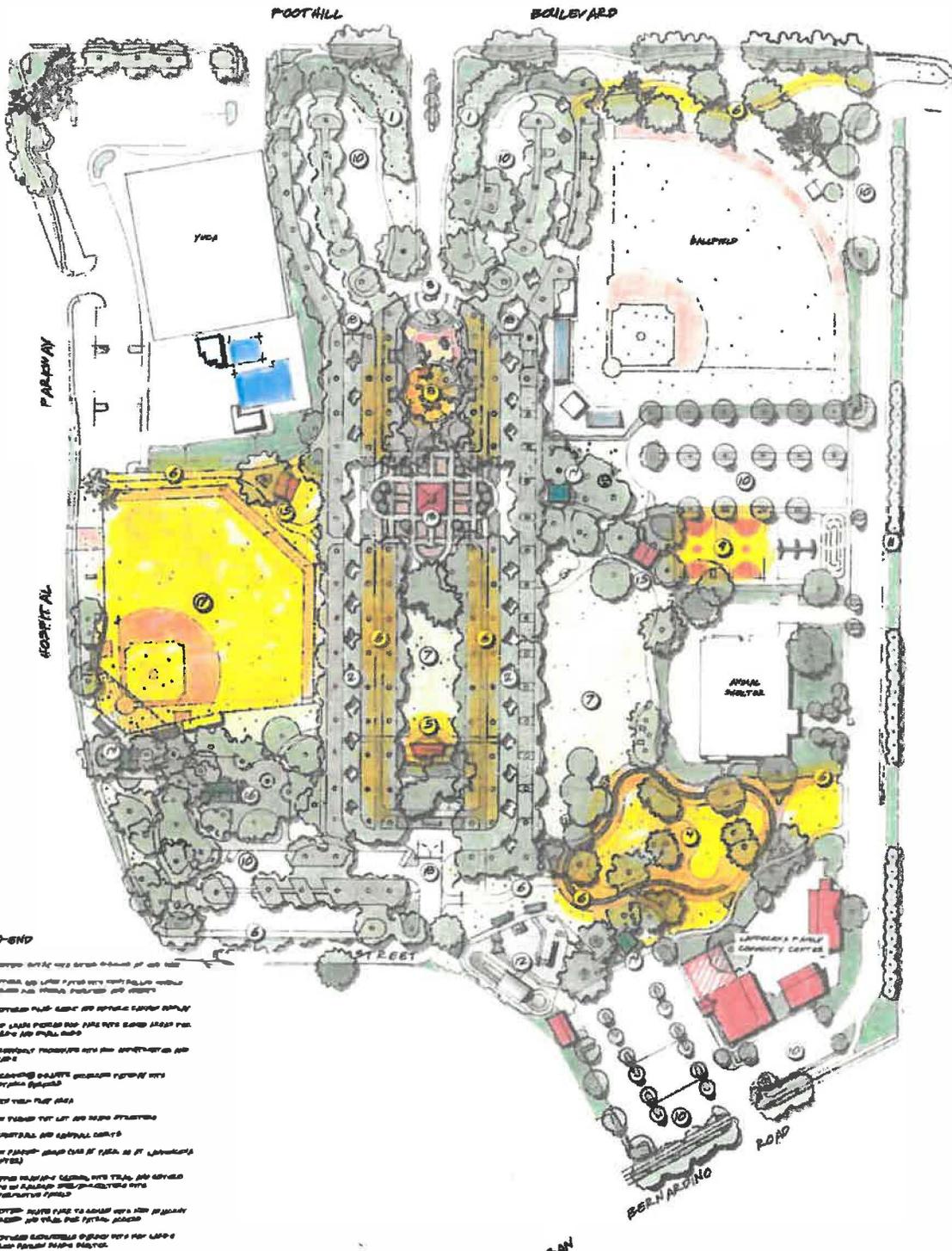
Staff believes the fees for this service are reasonable and comparable to other grant writing firms. Avant Garde has been successful in securing grant funds for a number of projects.

ALTERNATIVES

Provide alternative direction to staff.

ATTACHMENTS:

Memorial Park Concept Master Plan Sketch
Preliminary Cost Estimate
Avant Garde Proposal



LEGEND

- 1 IMPROVED CURBS AND GROUND PLANTING OF NEW WALK
- 2 IMPROVED AND NEWER FURNITURE WITH BENCHES, BENCHES, BENCHES AND BENCHES
- 3 IMPROVED PLAY, LIGHT AND SPORTS EQUIPMENT IMPROVE
- 4 NEW WALKS THROUGH THE PARK INTO SOFTBALL AREA FOR PLAYERS AND OTHERS
- 5 IMPROVED FURNITURE WITH THE IMPROVEMENTS AND BENCHES
- 6 IMPROVED PLAYERS EQUIPMENT IMPROVE WITH IMPROVED BENCHES
- 7 NEW WALK THROUGH AREA
- 8 NEW FURNITURE FOR USE AND BENCH IMPROVEMENT
- 9 IMPROVED AND EQUIPMENT IMPROVE
- 10 NEW PLAYERS EQUIPMENT IMPROVE WITH IMPROVED BENCHES
- 11 IMPROVED PLAYERS EQUIPMENT IMPROVE WITH IMPROVED BENCHES
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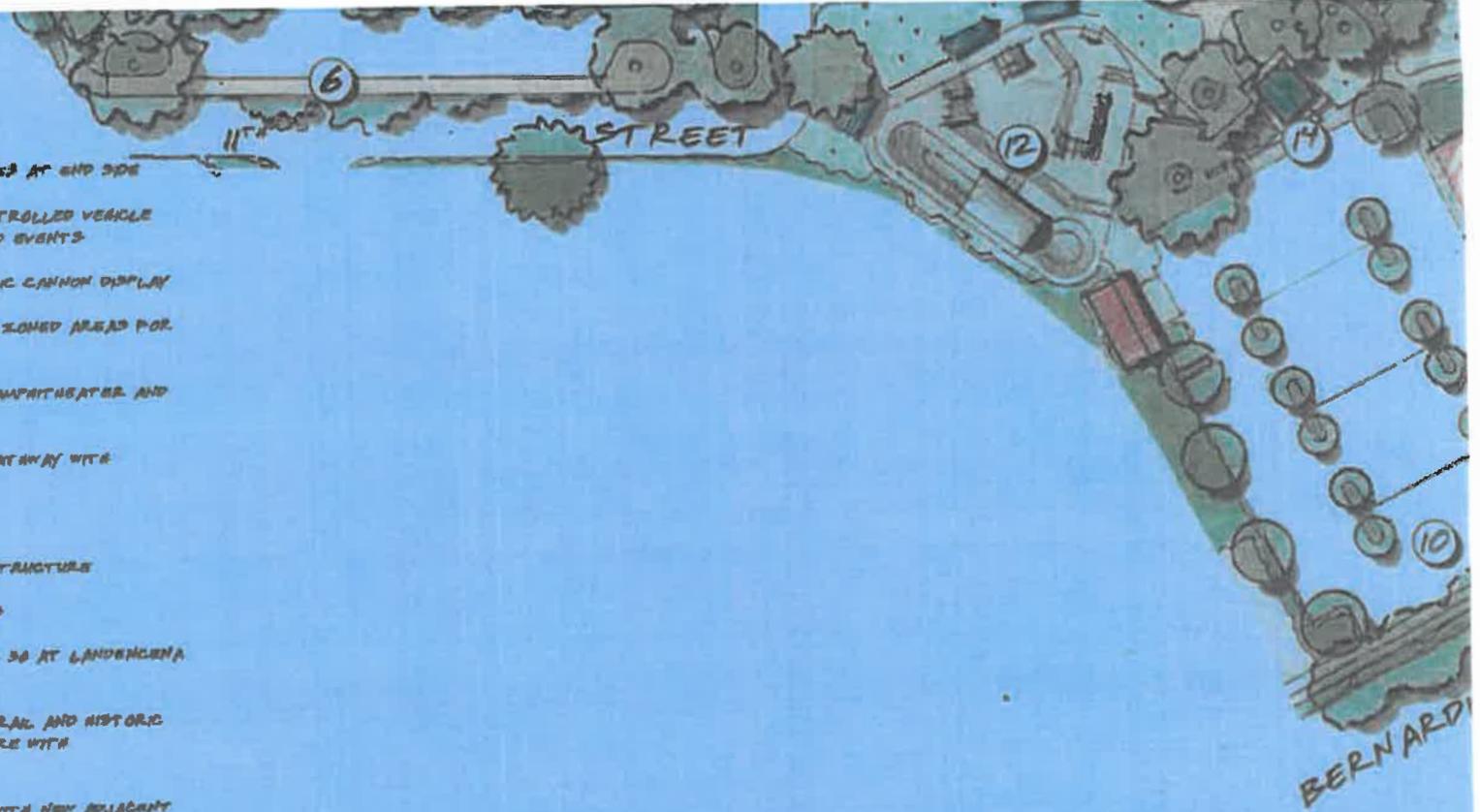


**MEMORIAL PARK MASTER PLAN
SCHEMATIC DESIGN**



LEG-END

- 1 EXISTING- ENTRY WITH CITRUS GROVES AT END SIDE
- 2 HISTORIC OAK LINED PATHS WITH CONTROLLED VEHICLE ACCESS FOR SPECIAL FUNCTIONS AND EVENTS
- 3 RESTORED FLAG COURT AND HISTORIC CANNON DISPLAY
- 4 OFF LEASE FENCED DOG-PARK WITH ZONED AREAS FOR LARGE AND SMALL DOGS
- 5 GREENBELT PROMENADE WITH NEW AMPITHEATER AND STAGE
- 6 DECOMPOSED GRANITE EXERCISE PATHWAY WITH DISTANCE MARKERS
- 7 OPEN TURF PLAY AREA
- 8 NEW THEMED TOT LOT AND SHADE STRUCTURE
- 9 BASKETBALL AND HANDBALL COURTS
- 10 NEW PARKING- AREAS (25 AT PARK, 50 AT LANDMARK CENTER)
- 11 CAPPED DRAINAGE CHANNEL WITH TRAIL AND HISTORIC INFO ON RAILROAD SPUR/AGRICULTURE WITH INTERPRETING PANELS
- 12 EXISTING- SKATE PARK TO REMAIN WITH NEW ADJACENT PARKING- AND TRAIL FOR PATROL ACCESS
- 13 RESTORED ROSE/EDIBLE GARDEN WITH NEW LARGE GROUP PAVILION SHADE SHELTER
- 14 EXISTING- RESTROOM BUILDING TO REMAIN
- 15 NEW PICNIC SHADE STRUCTURES
- 16 EXISTING- ATWOOD KITCHEN CONVERSION TO SHACK BAR
- 17 LITTLE LEAGUE (BOYER DIVISION) FIELD WITH FENCING, SCORE BOARD AND SPECTATOR BLEACHERS
- 18 CONTROLLED VEHICLE ACCESS G-ATE (NORMALLY CLOSED)



ARCHITERRA DESIGN GROUP

Memorial Park

City of Upland

OPINION OF PROBABLE CONSTRUCTION COSTS

Updated October 2, 2017

CREATED BY: RFT

<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>ITEM COST</u>
LANDSCAPE CONSTRUCTION				
•MOBILIZATION				
Trailer	12	MO.	\$800.00	\$9,600.00
Temporary Fencing	3,960	L.F.	\$4.00	\$15,840.00
Project Superintendent	12	MO.	\$6,000.00	\$72,000.00
			<i>Section Subtotal</i>	\$97,440.00
•DEMOLITION				
Saw Cut (Curbs)	4,813	L.F.	\$4.50	\$21,658.50
Tree Removal	90	E.A.	\$450.00	\$40,500.00
Vegetation Removal (10% PA & TURF)	53,056	S.F.	\$1.00	\$53,055.70
Irrigation Removal (10% PA & TURF)	53,056	S.F.	\$0.75	\$39,791.78
Concrete removal (Walks/Previous BB Court & Shuffleboard/Etc.)	28,424	S.F.	\$2.25	\$63,954.00
Childrens Play Area Removal w/ Equipment	7,188	S.F.	\$2.00	\$14,376.00
Asphalt Removal Recycle	113,805	S.F.	\$0.65	\$73,973.25
Bleachers Removal Storage	2	ALLOW	\$2,000.00	\$4,000.00
Picnic Tables	8	E.A.	\$50.00	\$400.00
BB Fencing Removal (Rotary Field)	1,088	L.F.	\$5.00	\$5,440.00
Fencing Removal (at Rotary Field)	244	L.F.	\$4.00	\$976.00
Light Posts (in conflicting locations with new improvements)	8	E.A.	\$500.00	\$4,000.00
Memorial Park Community Center Removal	4,165	S.F.	\$10.00	\$41,650.00
Amphitheatre Removal/Disposal	670	S.F.	\$7.50	\$5,025.00
			<i>Section Subtotal</i>	\$368,800.23
•EARTHWORK/GRADING				
Rough Grading (@ New Field, Parking Areas, Road)	2,490	C.Y.	\$22.00	\$54,780.00
			<i>Section Subtotal</i>	\$54,780.00
•DRAINAGE				
	1	ALLOW	\$125,000.00	\$125,000.00
			<i>Section Subtotal</i>	\$125,000.00
•CONCRETE AND PAVING				
6" Wide Decomposed Granite Concrete Header	16,196	L.F.	\$18.00	\$291,528.00
Curb, 6" x 12"	9,961	L.F.	\$22.00	\$219,142.00
Curb at Play Area	478	L.F.	\$30.00	\$14,340.00
Concrete Paving - 4" med. broom finish	77,893	S.F.	\$8.50	\$662,090.50
18" Seat Wall (Concrete)	338	L.F.	\$125.00	\$42,250.00
Concrete Channel Capping	14,394	S.F.	\$15.00	\$215,910.00
Rubber Surfacing	13,177	S.F.	\$17.50	\$230,597.50
Stabilized Decomposed Granite Paving	79,377	S.F.	\$3.50	\$277,819.50
Exercise Equipment Stations	5	E.A.	\$4,000.00	\$20,000.00
Concrete Basketball Court with Painted Keys	10,158	S.F.	\$10.50	\$106,659.00
			<i>Section Subtotal</i>	\$2,080,336.50
•NEW PARKING LOTS/DRIVE AISLES				
3" AC on 5" Aggregate Base	134,766	S.F.	\$5.50	\$741,213.00
Handicap Signs	1	ALLOW	\$1,500.00	\$1,500.00
			<i>Section Subtotal</i>	\$742,713.00

ARCHITERRA DESIGN GROUP

•FENCING AND RAILING

Baseball Fencing	1,185	L.F.	\$30.00	\$35,550.00
24' Double Swing Vehicular Access Gates	3	E.A.	\$6,000.00	\$18,000.00
Baseball Field Monster WallFence	1	ALLOW	\$25,000.00	\$25,000.00
Fence at Dog Park	790	L.F.	\$15.00	\$11,850.00
Baseball Field Backstop (Relocated)	1	ALLOW	\$20,000.00	\$20,000.00
Electrical Scoreboard (Relocated)	1	ALLOW	\$15,000.00	\$15,000.00
			<i>Section Subtotal</i>	<i>\$125,400.00</i>

•SITE AMENITIES

Benches	12	E.A.	\$850.00	\$10,200.00
Bleachers (Relocated)	3	E.A.	\$1,000.00	\$3,000.00
Play Equipment (small)	1	ALLOW	\$25,000.00	\$25,000.00
Play Equipment (large)	1	ALLOW	\$75,000.00	\$75,000.00
Picnic Table Attached to Slab	6	E.A.	\$2,000.00	\$12,000.00
Drinking Fountain	4	E.A.	\$6,500.00	\$26,000.00
Trash Receptacles (Reuse Existing)	0			\$0.00
Bat Racks (Relocated and install)	2	E.A.	\$300.00	\$600.00
Basketball Post & Backboard	4	E.A.	\$2,400.00	\$9,600.00
Barbeque Grills/ Ash Container	4	E.A.	\$1,300.00	\$5,200.00
Steel Removeable Bollards (@ New BB Field)	4	E.A.	\$750.00	\$3,000.00
Flagpoles (Refurbished)	1	ALLOW	\$5,000.00	\$5,000.00
			<i>Section Subtotal</i>	<i>\$174,600.00</i>

•BUILDINGS AND STRUCTURES

Restrooms ADA Update	1	ALLOW	\$30,000.00	\$30,000.00
Shade Structures	3	SF	\$40,000.00	\$120,000.00
Large Group Shade Structure @ Rose Garden	1,956	S.F.	\$115.00	\$224,940.00
Dugout	1,350	S.F.	\$50.00	\$67,500.00
Ampitheater Stage	1	LS.	\$200,000.00	\$200,000.00
Atwood Kitchen/Snack Bar Upgrade	1	ALLOW	\$50,000.00	\$50,000.00
			<i>Section Subtotal</i>	<i>\$692,440.00</i>

•ELECTRICAL

Electrical Service/Undergrounding of Existing Power lines	1	ALLOW	\$100,000.00	\$100,000.00
Estimated Number of New Light Poles (At parking)	24	E.A.	\$3,750.00	\$90,000.00
Estimated Number of New Light Poles (At pathways)	70	E.A.	\$3,250.00	\$227,500.00
Ballfield Lighting (relocated poles)	1	ALLOW	\$75,000.00	\$75,000.00
Scoreboard Wiring	1	ALLOW	\$5,000.00	\$5,000.00
			<i>Section Subtotal</i>	<i>\$497,500.00</i>

LANDSCAPE CONSTRUCTION SUBTOTAL

\$4,959,009.73

LANDSCAPE PLANTING

•TREES

5 Gallon (Single Stake) As Shown	75	E.A.	\$38.00	\$2,850.00
15 Gallon (Double Stake) As Shown	44	E.A.	\$105.00	\$4,620.00
24" Box Tree As Shown	39	E.A.	\$125.00	\$4,875.00
Relocated Palms	5	E.A.	\$1,500.00	\$7,500.00
			<i>Section Subtotal</i>	<i>\$19,845.00</i>

•SHRUBS AND GROUNDCOVER

4" Pots Groundcover (50%of area @ 12" O.C.)	180,602			
1 Gallon (30% @ 36" O.C.)	104,274	E.A.	\$2.25	\$234,615.76
5 Gallon (20% @ 24" O.C.)	6,952	E.A.	\$9.00	\$62,564.20
	4,634	E.A.	\$28.00	\$129,762.79
			<i>Section Subtotal</i>	<i>\$426,942.76</i>

ARCHITERRA DESIGN GROUP

•GROUNDCOVER	349,955			
Repaired Lawn (Sod)	66,208	S.F.	\$0.75	\$49,656.00
Repaired Lawn (Hydroseed Turf)	144,285	S.F.	\$0.18	\$25,971.30
New Sod	139,462	S.F.	\$0.75	\$104,596.50
			<i>Section Subtotal</i>	<i>\$180,223.80</i>
•MISCELLANEOUS				
Baseball Infield and Warning Track Surfacing	19,590	S.F.	\$3.75	\$73,462.50
3" Shredded Mulch	180,602	S.F.	\$0.45	\$81,270.90
3" Mulch @ Oak Trees (Street)	79,960	S.F.	\$0.45	\$35,982.00
Soil Prep / Amendments	530,557	S.F.	\$0.25	\$132,639.25
			<i>Section Subtotal</i>	<i>\$323,354.65</i>
LANDSCAPE PLANTING SUBTOTAL				\$950,366.21
LANDSCAPE IRRIGATION		UNIT	UNIT PRICE	
Automatic Irrigation System - Lawn Areas (New Equip)	349,955	S.F.	\$1.75	\$612,421.25
Automatic Irrigation System - Shrub Areas (New Equip)	180,602	S.F.	\$1.90	\$343,143.80
			<i>Section Subtotal</i>	<i>\$955,565.05</i>
LANDSCAPE IRRIGATION SUBTOTAL				\$955,565.05
LANDSCAPE MAINTENANCE				
240 Day Maintenance Period	530,557	S.F.	\$0.85	\$450,973.45
			<i>Section Subtotal</i>	<i>\$450,973.45</i>
LANDSCAPE MAINTENANCE SUBTOTAL				\$450,973.45
TOTAL				\$7,315,914.43
15% CONTINGENCY				\$1,097,387.16
25% PREVAILING WAGE CONTINGENCY				\$1,828,978.61
GRAND TOTAL				\$10,242,280.21
<i>Cost per Square Foot</i>	886,817	S.F.		\$11.55



April 16th, 2019

Rosemary Hoerning
Public Works Director
City of Upland
460 N Euclid Ave
Upland, CA 91786

Subject: RFS for Development of a Statewide Park Program (SPP) – Round 3 Grant Application

Dear Ms. Hoerning,

It is with great pleasure that I provide you this RFS to assist with development of an application for the Statewide Park Program (SPP) – Round 3 for the City of Upland's Memorial Park Project to pursue funding for recreational elements that will allow for greater park walkability and functionality. The Statewide Park Program encourages healthy communities by connecting people to parks, supporting innovative recreational opportunities, embracing diversity, fostering inclusivity, and delivering superior customer service, with integrity for the enrichment of all.

We have prepared this fee proposal, which will address the following: (A) our proposed scope of work, (B) the project schedule, and (C) our consulting fees.

A. Scope of Work

Our services will include the following:

- Data Collection, Research & Review
- Development of narrative responses
- Coordination with City for obtainment of necessary information for development of grant application
- Coordination with the California Conservation Corps and the Local Conservation Corps for participation in project
- Development of project location map(s), site photos and pertinent attachments for grant application; request site plans and environmental documentation from City for grant application
- Development of budget and schedule with insight from the City and Engineering team
- Develop outreach plan and conduct meetings per the grant guidelines to meet this requirement of the grant, **if requested by the City** (see compensation section for more info.)
- Forward draft of grant application and attachments to City for review and incorporate changes as requested by the City.
- Complete and finalize grant application and submit to funding agency by deadline

B. Project Schedule

The scope of work outlined above will be completed by August 5th, 2019. The application will be mailed to funding agency by the indicated deadline.

C. Compensation

Our fee will be billed on a percentage of completion basis at a not to exceed fee of \$8,000. This fee applies for development of the grant application only.

The application does require extensive community outreach, as such, if the City intends to conduct outreach and not secure our services to assist with this effort, then only the not to exceed fee of \$8,000 will apply. However, if the City would like Avant-Garde to handle outreach for this project (i.e. planning, development of outreach material, conduct community meetings, etc.), then an additional \$5,000 fee will apply and the new cost (grant application + outreach) will be \$13,000. Avant-Garde can work in outreach in a limited capacity, if desired by the City, the fee can be negotiated depending on the extent of our involvement.

Title	Rate
Program Manager	\$110
Program Coordinator	\$85
Program Assistant	\$75

Please select one of the options below to indicate how the City would like to move forward with this project:

The City will only need AGI's services for the development of the grant application (\$8,000).

The City will need AGI's services for both development of grant application and community outreach (\$13,000).

If you have any questions or if I can be of further assistance, please feel free to contact Simona Ramirez at (909) 979-6581.

Sincerely,

Ana Marie LeNoue
Ana Marie LeNoue
President

Acceptance of Proposal:

City of Upland

Agency	Grant Program	Project	Grant Amount
City of Bell Gardens			
	Federal Dept. of Transportation	Eastern Ave Resurfacing	\$800,000
	CIWMB	Eastern Ave Resurfacing	\$16,250
	FTA	Ford Park Transit	\$396,000
	Safe Routes to Schools	Bell Gardens HS, Suva ES & IS (State Cycle 7)	\$319,530
	Safe Routes To Schools	Multiple Schools Construction (Federal Cycle 1)	\$337,280
	Safe Routes To Schools	Bell Gardens HS, Garfield ES (State Cycle 9)	\$361,680
	RAC Grant	Various Streets	\$76,860
	Safe Routes To Schools	City Wide Outreach (Non-Inf Federal Cycle 3)	\$170,000
	Economic Development Initiative	Community Center Restrooms	\$198,000
	Highway Safety Improvement	Emergency Vehicle Preemption	\$164,623
	Metro Call for Projects 2013	Eastern & Florence Avenue	\$2,200,182
	Metro Call for Projects Cycle 2015	Intersection Improvements (Florence Ave at Ira Ave & Jaboneria Rd)	\$992,072
	Active Transportation Program	City Wide Safety Enhancement	\$802,000
	Highway Safety Improvement	Eastern Ave. and Lubec St. (Cycle 8)	\$220,000
	Highway Safety Improvement	Garfield Ave. and Loveland St. (Cycle 8)	\$220,000
	Caltrans Sustainable Transportation Planning Grant	Citywide Complete Streets Plan	\$162,375
	Metro Federal Section 5310	Senior Bus Vehicle Replacement	\$64,000
	MSRC Local Govt. Match Program	Heavy-Duty Zero Emission Vehicles	\$50,000
City of Cudahy			
	Metro Call for Projects Cycle 2015	Complete Streets Improvements	\$2,134,449
	Highway Safety Improvement	Cudahy Safety Enhancement	\$363,180
	RMC Prop. 1	Water Conservation and Parks Plan	\$293,000
	Active Transportation Program	Atlantic Ave. Bicycle & Ped Enhancement	\$1,784,000
City of Hawaiian Gardens			
	Safe Routes to Schools	Ferguson ES, Hawaiian ES, Fedde HS	\$611,000
City of Industry			
	Highway Bridge Program	Nelson Ave Bridge Rehabilitation	\$2,149,199
	TIGER Discretionary Grant	SR-57/60 Confluence	\$10,000,000
	Metro Call for Projects	SR-60/Leman Ave. Interchange	\$2,294,000
	Metro Call for Projects	SR-57-60 Confluence	\$8,750,000
	Metro Call for Projects	Nogales Grade Separation	\$28,848,000
	Caltrans Highway Bridge Program	Azusa Ave. Bridge over Valley Blvd.	\$5,226,422
City of La Mirada			
	Highway Safety Improvement	Traffic Signal at Valley View/Adoree	\$362,200
City of La Puente			
	Clean Water State Fund	Sewer Improvements, Phase IV	\$3,000,000
	Safe Routes to School	Various Schools	\$320,148
	Hazard Elimination & Safety Grant	Hacienda, Elliot, And Amar	\$306,900
	Transportation Enhancement	Temple Ave Reconstruction	\$302,000
	AB 2928	Overlay Reconstruction Project	\$301,000
	CIWMB	Temple and Willow Resurfacing	\$9,010
City of Lynwood			
	Highway Safety Improvement	Firebaugh HS, Will Rogers School	\$347,173
City of Maywood			
	Safe Routes To Schools	Hellotrope Improvements	\$340,000
	Safe Routes To Schools	Loma Vista Elementary	\$226,380
	Green Trees for Golden State	Maywood Urban Forestry Program	\$154,885
	Land and Water Conservation	Aquatics Center	\$200,000
	Federal Appropriation	Slauson Ave. Business Corridor	\$800,000

	Great Clean Air Tree Planting	Randolph Street Tree Planting	95 Trees
	Green Trees for Golden State	Urban Forestry	\$164,000
	State Coastal Conservancy	Riverfront Park	\$2,000,000
	Rivers & Mountains Conservancy	Riverfront Park Phase II	\$150,000
	Urban Forestry	Urban Forestry Inventory	\$153,000
	Safeteca-Lu Eamark	Atlantic Blvd. North	\$400,000
City of Monrovia			
	Safe Routes to School	Bradoakes ES, Santa Fe ES	\$731,150
City of Montebello			
	Highway Safety Improvement	Montebello Way Traffic Signal	\$556,388
	Surface Transportation Program	Washington Blvd. Improvement	\$499,937
	Safe Routes to School	Montebello Intermediate School	\$275,220
	Safe Routes to School	Wilcox ES, La Merced ES & IS	\$824,000
	TEA	Whittler Boulevard, Phase II	\$800,000
	Highway Safety Improvement	Montebello Way @ Montebello BI	\$681,899
	Safe Routes to School	Eastmont ES	\$321,420
	CIWMB	Greenwood & Montebello Resurf.	\$23,642
	Safe Routes to School	Greenwood ES & Washington ES	\$332,448
	2017 ATP Augmentation	Montebello Blvd Bike Lane & Sidewalk Improvement	\$4,187,000
City of Monterey Park			
	Metro Call for Projects Cycle 2015	Bike Improvements Project	\$1,993,627
City of Perris			
	Active Transportation Program	Perris Valley Storm Drain Channel Trail	\$1,202,000
	Habitat Conservation Fund	San Jacinto River Trail	\$225,000
	Prop 84	Mercado Park	\$3,492,000
	Green Trees for the Golden State	Urban Forestation Phase I	\$164,016
City of Pico Rivera			
	Highway Safety Improvement	Various Streets Improvements	\$696,300
City of Rosemead			
	Metro Call for Projects Cycle 2015	Garvey Ave. Street Improvements	\$2,315,305
	Highway Safety Improvement	Rosemead Safety Enhancement	\$241,300
	CAL FIRE Urban & Community Forestry CA Climate Investments	Green Rosemead - Trees for Healthy Living	\$285,938
	Caltrans Sustainable Transportation Planning Grant	Citywide Complete Streets Plan	\$159,950
City of San Gabriel			
	Highway Safety Improvement	San Gabriel Safety Enhancement	\$569,800
	Highway Safety Improvement	San Gabriel Blvd. and Roses Rd. Improvements	\$270,200
City of Temple City			
	MSRC Local Govt. Match Program	Las Tunas Drive Improvement	\$500,000
	Highway Safety Improvement	Temple City Dr & Badwin Ave	\$777,180
	Highway Safety Improvement	Rosemead Boulevard	\$340,000
	LACMTA Call for Projects	Rosemead Boulevard	\$2,249,984
	RAC State Grant	Rosemead Boulevard	\$110,250
	BTA - State Grant	Rosemead Boulevard	\$443,000
	BTA - State Grant	Various Locations	\$479,987
	Highway Safety Improvement	Las Tunas Dr. Signal/Ped Upgrade	\$598,300
	Metro Call for Projects	Las Tunas Dr. - Bike Improvement	\$2,721,868
	Metro Call for Projects	Las Tunas Dr. - Ped Improvement	\$2,810,406
	Metro Call for Projects	Las Tunas Dr. - TEA	\$1,276,060
	Highway Safety Improvement	El Monte Ave.	\$282,900
	Highway Safety Improvement	Temple City Blvd.	\$970,300
City of Vernon			
	SCAG Sustainability Planning Grant	Transit Route Feasibility Study	\$60,000

Los Angeles Department of Transportation

Active Transportation Program	Liechty Middle and Neighborhood Elementary Schools Safety Improvements	\$29,000,000
Active Transportation Program	112th Street & Floumoy Elementary Schools Safety Improvements	\$6,999,999
Active Transportation Program	Alexandria Ave Elementary School Neighborhood Safety Improvements	\$5,600,000
	TOTAL	\$135,000,372

GRANT WRITING EXPERIENCE

The primary staff to be assigned to grant writing services has over 40 years of experience and has secured over \$155 million in competitive grant funds for local communities throughout Los Angeles, San Bernardino, and Riverside Counties. The identified members of the Avant-Garde team of professionals have extremely successful records of achievement in providing grant research, grant application development, grant fund administration, project management, community outreach, and strategic planning to clients over the years, including successfully securing the following competitive grant funds on behalf of the agencies indicated.

Avant-Garde specializes in government funding and grant sources with requirements ranging from basic applications and documentation to competitive project submittals. We have extensive experience working with Regional Transportation Agencies as well as State and Federal Agencies administering the grant programs. We can assist in determining eligible projects, provide advisement of program requirements and are available to prepare and administer the program as required by the funding agencies.

Community & Economic Development / Recreation – Many of the competitive funding sources we have secured for our clients serve a multi-purpose. For example, many infrastructure and transportation related projects support our client's grand economic and community development efforts. One such example is noted with the City of Perris where we collaborated to secure nearly \$3.5 million in Prop 84 funding. Prop 84 only funded projects that met specific requirements in relation to developing new recreation opportunities in close proximity to the most critically underserved communities across California. The City of Perris identified Mercado Park as a site that met the social economic requirements of Prop 84. The Mercado Park project sits within the City's downtown development corridor. The park was a major component of and compliment to the specific plan for the area which included new housing (live-work, row house, courtyard, stacked flat and detached house buildings), commercial development, and public service enhancements.

Avant-Garde secured over \$225,000 for the City of Perris through the Habitat Conservation Fund's program for trails. The project consisted of constructing a 1-mile gravel walking trail along the southern border of the San Jacinto River corridor, directly adjacent to a new park and 337 residential units that were under development at the time of the application. The trail was intended to provide a recreational link from a residential area to the San Jacinto River while providing a safe route for hikers, runners, and families. Avant-Garde prepared the application and coordinated with the City to receive all the required attachments such as a resolution and evidence of land tenure.

Our firm has been very successful in securing Safe Routes to School funds for both infrastructure and non-infrastructure projects for the Cities of Montebello, Bell Gardens, Hawaiian Gardens, La Puente, Maywood, and Monrovia. The projects' safety improvements included installation of traffic control devices, traffic calming measures, and speed reduction methods to help motorists navigate safely through streets with extra care. Outreach components covered a comprehensive mix of education, encouragement, engineering, enforcement and evaluation. In addition to securing the funds, Avant-Garde administered the grant and provided community outreach services for nearly all the projects.

Infrastructure Development and Maintenance - Initiated as a funding consultant for the City of Temple City's Rosemead Boulevard project, our team collaborated with City staff and officials to enhance the modest project budget to an \$18 million federally funded complete streets project. The team helped to secure over \$3.1 million in competitive grant funds which resulted in two miles of bike lanes, bicycle facilities, ADA improvements, landscaping, sidewalk improvements, bus pads, street lighting, signage, public arts, and landscaped medians.

Technology / Energy / Water / Storm Water – Avant-Garde successfully secured \$3 million through the State Water Resource Control Board's (SWRCB) Clean Water State Revolving Fund (CWSRF) for the City of La Puente to complete sewer improvements which included inspection of manholes, potholing utilities, replacement of existing sanitary sewers with larger diameter sewers, reconstruction of sewer laterals, and repaving of streets. The grant application consisted of several attachments including a project description, resolutions, schedule, and environmental and right-of-way clearance. The CWSRF was funded by bonds and the grant was processed on a reimbursement basis. The funds were secured for Phase IV of the City's Sewer Improvement project. All phases were identified in the City's Sewer Master Plan which detailed certain deficiencies in the system. To develop a systemic process to improve the aging sewer lines, a five-year Capital Improvement Program (CIP) for the La Puente Sewer System was adopted which included a schedule of work to be performed based on priority of deficiencies of the system and the cost for the projects undertaken on an annual basis.

The team also collaborated with the City of Maywood to secure \$2.1 million in additional funds through the State Coastal Conservancy and the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy (RMC) which were used to address water quality issues related to a brownfield site which was transformed into Riverfront Park. Improvements for the project included development of the park with basketball courts, play equipment for children, riparian areas, native landscaping, a bridge, access to the Los Angeles River bike path, picnic benches, picnic kiosks, drinking fountains, bicycle racks, restroom facilities, parking accommodations and an original bronze statue dedicated to the residents of Maywood.

In December 2015, Avant-Garde developed an RMC Proposition 1 grant application for the City of Cudahy and successfully secured \$293,000 in funds to develop and create a Long-Range Water Conservation and Parks Plan. This Plan will establish a blueprint to identify and create an inventory of: water efficiency, conservation, storm water runoff, filtration, infiltration, problems and solutions. It will also identify sites available for new parks or green space, including pocket parks along the Los Angeles River Bike Path bordering the eastern City boundary, allowing the community to enjoy open space and low impact recreation. The plan will act as a tool to identify future funding opportunities to perform the necessary infrastructure projects that will address the City's water and park issues. Studies will be performed citywide to explore much needed water and park infrastructure projects. The Long-Range Plan will work in collaboration with the City's "LID Guidelines" and "Green Streets Manual." The RMC Prop 1 grant program required project applicants to be consistent with Proposition 1 bond language, RMC *Common Ground* legislation, the *Open Space Plan Phase II Final Report*, at least one of three objectives of the *California Water Action Plan*, and the watershed and open space plans for the *Los Angeles and San Gabriel River watersheds*. Project applicants were required to consult

with the California Conservation Corps (CCC) and Local Certified Conservation Corps or look to hire youth workers through a certified program to implement the project. Components of the application included: project description; statement of need; demographic area depiction; description of goals and objectives; timeline; budget; resolution; letters of support; and an area map.

Avant-Garde is currently assisting LADWP with applying for the SWRCB's Proposition 1 Groundwater Grant Program (GWGP) – Round 2. LADWP received grant funds through Round 1 for two planning projects that would develop and evaluate remedial alternatives to respond to releases of hazardous substances in groundwater at two separate well fields in the San Fernando Valley Groundwater Basin (SFB). Now LADWP is seeking funding to implement remediation projects at the well fields. Avant-Garde participated in SFB Technical Advisory Committee (TAC) meetings to get a better understanding of the project design, objectives, and issues. Avant-Garde worked closely with LADWP to develop and submit concept proposals for the implementation projects. LADWP was invited by the SWRCB to submit a full application for each of the two proposed projects. Avant-Garde is now assisting LADWP with developing narrative, organizing attachments and figures, and providing QA/QC review for the full application submittal. Narrative responses contain project background information, describe the project objectives, and provided a detailed scope of work.

Transportation / Highway / Sustainability / Transit – Avant-Garde has been very successful in securing funds for transportation and highway projects. One of our most notable projects includes the SR-57/60 Confluence for the City of Industry. Avant-Garde has been heavily involved with the Confluence Project, assisting in securing over \$18 million in funding for the project through the TIGER Grant Program and Metro's Call for Projects, as well as organizing outreach activities including the development of materials, delivery of public presentations, and development and maintenance of the www.freetheway.org website. Avant-Garde has coordinated with the City, engineering team, and the FHWA to submit the TIGER Grant Program Agreement and administer the grant through quarterly and annual reporting.

In addition, Avant-Garde has submitted three successful grant applications and assisted in the development of another three successful applications for Caltrans' Active Transportation Program (ATP) with projects containing various pedestrian, bicyclist, and transit rider safety and efficiency improvements. As part of the ATP Augmentation Program, Avant-Garde was recently successful in securing over \$4 million for the Montebello Boulevard Bike Lane and Sidewalk Improvement project in Montebello. Avant-Garde has also secured funding through Caltrans' Sustainable Transportation Planning Grant Program for two Cities to develop a Citywide Complete Streets Plan. The plans' development includes an assessment of current transportation conditions, community outreach events and surveys, conceptual drawings for future complete streets implementation projects, and a final plan detailing a list of potential projects which the City will seek funding for in the future.



STAFF REPORT

ITEM NO. 14.A.

DATE: May 28, 2019
TO: MAYOR AND CITY COUNCIL
FROM: ROSEMARY HOERNING, ACTING CITY MANAGER
PREPARED BY: DARREN L. GOODMAN, POLICE CHIEF
CLIFF MATHEWS, POLICE LIEUTENANT
SUBJECT: BOOKING SERVICE AGREEMENT

RECOMMENDED ACTION

It is recommended the City Council authorize the Acting City Manager to sign a contract with G4S to provide a booking service for the City in the amount up to \$204,000 for FY 19/20, up to \$208,000 for FY 20/21 and up to \$222,000 for FY 21/22.

GOAL STATEMENT

The proposed action supports the City's goal of providing safe, efficient and effective law enforcement for the citizens of Upland by contracting with a booking service to free time for police officers to engage in other, more productive law enforcement activities.

BACKGROUND

The Upland Police Department currently books most arrestees at the San Bernardino County Sheriff's Department West Valley Detention Center in southeast Rancho Cucamonga. Those arrestees who are not booked at the West Valley Detention Center are released with a promise to appear (citation) either in the field or from the Upland Police Department. All bookings at the West Valley Detention Center require a police officer to drive to Rancho Cucamonga, go through the booking process and then return to the City. On average, this removes an officer from patrol duties for 95 minutes. In the event the arrestee needs to be medically cleared prior to booking this adds, on average, another 164 minutes. In 2018, the Upland Police Department booked 4,079 arrestees into the West Valley Detention Center or another San Bernardino County Sheriff's Department jail.

ISSUES/ANALYSIS

The men and women of the Upland Police Department are committed to improving service delivery to the community, improving the development of staff, improving employee retention

and improving recruiting. Towards that goal, the Upland Police Department is proposing another step towards freeing police officers to engage in proactive crime reduction and quality of life improvement activities which require an officer and cannot be done by others. The Department is proposing the City contract with a private company to provide booking services. The vendor would be responsible for transporting arrestees from the Upland Police Department, or another location such as a DUI checkpoint, to the West Valley Detention Center and completing the booking process. Additionally, if the arrestee is in need of medical clearance from the hospital, the vendor would be responsible for transporting the arrestee to the hospital, staying with the arrestee until he or she is cleared for booking and then transporting the arrestee to the West Valley Detention Center to complete the booking process.

An analysis was conducted on the Department's bookings at West Valley Detention Center in August, 2018. Officers made 220 trips to West Valley Detention Center to book 250 arrestees. The average time per trip to West Valley Detention Center was 95 minutes. This average includes incidents where an officer was only out of the City for 30 minutes as they handed their arrestees off to another officer who was already at West Valley Detention Center for booking as well as incidents in excess of three hours. Additionally, ten arrestees required a medical clearance from the hospital prior to booking. The average time for the medical clearance was 164 minutes in addition to the 95 minutes. The bookings averaged a total of 255 minutes or 4 hours and 15 minutes. In total, officers spent 22,476 minutes or over 374 hours booking arrestees in August. This is equivalent to 2.45 police officers who could have been patrolling the streets of Upland or handling calls for service. The cost to the City of Upland for this time was \$50,946 based on the fully burdened rate and the fully burdened productive hours for police officers.

If the City contracts for a booking service, the arresting officer would transport the arrestee(s) to the Upland Police Department where the subject(s) would be turned over to the booking service. It is anticipated that on average this would take 15 minutes. This would result in a net savings of 80 minutes per booking.

Extrapolating the August data to the entire year equates to the following estimates:

- 4,079 bookings (2018)

- 3,590 estimated trips to West Valley Detention Center (sometimes multiple prisoners are transported at once)

- 5,684 estimated officer hours spent booking arrestees

- 163 estimated arrestees requiring medical clearance

- 445 estimated officer hours spent for medical clearance

- 6,129 estimated officer hours spent in total for booking and medical clearance

- 3.3 estimated equivalent police officers dedicated to booking and medical clearance

- \$833,544 estimated cost to the City of Upland for time dedicated to booking and medical clearance

- 4,604 estimated officer hours saved by the proposal

- 2.5 police officers saved by the proposal (estimated equivalent)

- \$626,144 in police officer time made available for other law enforcement duties

The proposed vendor is G4S. G4S is the primary vendor known to the Upland Police Department providing this service in Southern California. A check of all law enforcement agencies in San Bernardino County and of 18 law enforcement agencies in Los Angeles and Orange counties revealed that most agencies who use a private booking service contract with G4S. While there is another vendor in the area, they require agencies to relinquish their jail operations to them. Our agency does not run a full time jail system, as such, this vendor does not provide the service needed by our Department. Nonetheless, we have reached out to this vendor for a proposal and they have yet to reply.

In San Bernardino County G4S serves the Redlands and Rialto Police Departments. Other nearby agencies include the Azusa Police Department and the Whittier Police Department. All four agencies are happy with the service provided by G4S.

There are limitations to the service provided by G4S. They will only transport non-combative arrestees. This includes most people arrested by the Upland Police Department. In the event a combative arrestee needs to be booked, an Upland Police officer would transport the arrestee to the West Valley Detention Center at which time the on-duty G4S employee would take over the booking process. In these instances, there still would be substantial time savings although it would obviously be reduced by driving time to and from the West Valley Detention Center. Additionally, the Upland Police Department would be required to provide a vehicle for the use of the G4S employees when transporting. This would not necessitate the purchase of a new vehicle as the G4S officer would utilize an existing marked black and white City of Upland Police car.

There are additional benefits to the service provided by G4S. The vendor will also transport juvenile arrestees to the San Bernardino County Juvenile Hall in San Bernardino. The vendor will respond to the Arrowhead Regional Medical Center's Behavioral Health unit in order to stand by with subjects who are being committed for 72 hour mental health holds while the hospital finds room for the subject and conducts the intake process. Additionally, G4S has seen many of its employees find employment as police officers at the agencies they serve. This may well serve as a good recruitment pool.

Booking and housing inmates at the Upland Police Department is not a viable alternative. The Department is equipped with a three cell holding area. The California Board of Corrections has rated this facility as able to hold 12 inmates for up to 24 hours while they are pending release, transfer to another facility or an appearance in court. This holding area is not designed for longer term housing and it would be unlawful to utilize it for such without modifications to the facility and additional staffing.

FISCAL IMPACTS

G4S has presented a proposal for 112 hours per week of coverage which will provide coverage for 16 hours per day. The schedule will be structured so as to allow for about 88% of arrestees to be booked by G4S. The cost for this service will be \$188,052.80. On occasion, G4S personnel will work in excess of their scheduled shift due to delays at West Valley Detention Center or San Antonio Regional Hospital. On those occasions, the City will incur the cost of the overtime. Depending on the G4S employee in question, this overtime service rate will range from \$42.07 to \$50.85 per hour. Overtime service rate will only be incurred with the approval of an Upland Police Department supervisor. On average, an additional \$16,200 is provided for overtime occurrences (1 hour/service day). It is anticipated that most days will incur no overtime while some will incur several hours. It is unlikely that 365 hours of overtime will be used but it is difficult to accurately predict usage for the first year so it is prudent to have a conservative budget.

A portion of the Upland Police Department's current overtime usage is incurred for booking arrestees. The Department attempts to minimize this overtime but there are times where call load prevents the oncoming shift from booking an arrestee and other times when unforeseen delays at West Valley Detention Center extend the booking process to the point that overtime is incurred. It is not possible without a significant time commitment to put a dollar value on this overtime but it is likely to be several hundred hours per year. This overtime savings will help offset the cost of the G4S service.

If the proposed action is taken, the City and G4S will enter into a one year contract with two, one-year extensions with the approval of both parties. The extensions may result in extra expense if both the City and G4S feel modest CPI increases are warranted for the G4S

contract staff. This would potentially increase the cost for year 2 to as high as \$210,000 and year 3 to as high as \$222,000 inclusive of projected overtime. Any such adjustments would only be made with the approval of the City.

If the City Council approves this proposal on May 28, 2019, it is anticipated the booking service could begin operations as early as July 1, 2019. The cost for fiscal year 19/20 would be \$188,052.80 plus about \$16,000 for overtime. The cost for fiscal year 20/21 would be between \$188,052.80 and \$194,000 depending on any City approved G4S contract personnel rate increases plus approximately \$16,000 for overtime. The cost for fiscal year 21/22 would be between \$188,052.80 and \$200,000 depending on any G4S contract personnel rate increases plus approximately \$16,000 for overtime.

ALTERNATIVES

Provide alternative direction to staff.

ATTACHMENTS:

G4S Agreement

G4S Proposal



Services Agreement

This Services Agreement ("Agreement") is effective as of **June 1st, 2019**, between **the City of Upland** a Municipal Corporation, with its principal office located at 460 N. Euclid Ave., Upland, CA 91786 ("Customer") and **G4S Secure Solutions (USA) Inc.**, a Florida corporation, with its principal office located at 1450 Iowa Avenue, Riverside, CA 92507 ("G4S").

The parties agree as follow:

1. **SERVICES:** G4S will provide Customer with security services in accordance with the Schedule A ("Schedule") attached hereto and incorporated herein by reference ("Security Services"). Security personnel will perform Security Services in compliance with written post orders agreed upon by the parties.

2. **OPTIONAL SERVICES:** If Customer requests additional services beyond the Security Services specified above, G4S is available, upon written agreement, to perform additional services at G4S' established national short term rates. G4S is also available to perform disaster (floods, fires, earthquakes, hurricanes and other acts of God) or emergency (acts of the government, riots, strikes, acts of terrorism) services at stipulated disaster or emergency service rates subject to the parties entering into the respective disaster or emergency services agreement.

3. **PERSONNEL:**
 - a. All security personnel are employees of G4S and not of Customer.
 - b. All security personnel will be neatly uniformed and courteous.
 - c. All security personnel will be able to effectively communicate verbally and in writing and will be able to effectively respond to emergencies.
 - d. All security personnel will demonstrate reliable attendance and other identified job skills.
 - e. If Customer, at any time, is dissatisfied for any lawful and non-discriminatory reason with any security personnel assigned to the premises, G4S, upon request by Customer, will replace such security personnel.
 - f. Customer will supply G4S with copies of any workplace policies with which security personnel must comply.
 - g. Customer assumes any and all risk and responsibility in the event Customer takes direct control or supervision of G4S security personnel by requiring the employee to perform contrary to this Agreement.
 - h. Each G4S employee providing security services shall undergo criminal background check within the previous two (2) years, that is acceptable to Customer's police chief, prior to providing any service pursuant to this Agreement, as more fully described in Schedule A hereto. Under no circumstances shall G4S allow any person having a felony conviction, or conviction for any crime involving injury or attempted injury to any person, or who is a registered sex offender, in any state, perform security services for Customer.

4. **HIRING:** Customer agrees that it will not employ any security personnel provided by G4S in the performance of this Agreement, for at least six (6) months after said security personnel completed his or her G4S assignment at any Customer site. In the event of Customer's breach of this provision, Customer agrees to reimburse G4S the sum of Two Thousand Five Hundred and No/100 Dollars (\$2,500.00) per person for G4S' recruitment, screening and training costs.

5. **RATES:** Customer agrees to pay G4S at the hourly rates set forth on the attached Schedules, plus all applicable sales, use and/or similar taxes. Rates quoted are based on a forty (40) hour work week. Overtime rates are incurred when security personnel work in excess of forty (40) hours per week or eight (8) hours per day, whichever is applicable pursuant to local labor laws or applicable collective bargaining agreements, or if additional hours are requested by Customer at Customer premises outside the regular schedule and above the scheduled hours. The parties agree that any additional pre-assignment training requested by Customer will be direct billed at 1.33 times the straight-time pay rate and any additional post-assignment training will be direct billed at 1.4 times the straight-time bill rate. Holiday rates are incurred for hours worked on the legally recognized national holiday for: Thanksgiving, Christmas, New Year's, Memorial Day, Labor Day, Fourth of July and any other holidays agreed between G4S and Customer.

6. **RATE CHANGE:** If a legal mandate (e.g. change in costs mandated by law, including but not limited to licensing fees, Federal Insurance Contribution Act (FICA), Federal Unemployment Tax Act (FUTA), State Unemployment Insurance (SUI), Worker's Compensation, Collective Bargaining Agreements, regulatory costs associated with compliance with the Patient Protection and Affordable Care Act (PPACA), and/or Federal or State minimum wage laws) changes costs, rates shall be adjusted to account for same upon written notice to Customer. In addition, rates may be adjusted each November 1 for any increased costs for medical insurance premiums, participation rates or both. The rates quoted herein will remain in effect for one (1) year from the Effective Date. Once during any twelve (12) month period thereafter, both parties agree to renegotiate in good faith such rate adjustments as necessary to account for changes in contract economics, compensation, scope of work and other such matters.

7. **INVOICES AND PAYMENT:** G4S will invoice Customer on a weekly basis. All undisputed invoices are due and payable within thirty (30) days of Customer receipt of invoice. Customer acknowledges and agrees payment in any other form other than check or EFT may result in transaction fees which fees shall be collected by G4S at the time payment is processed. If by check, payments shall be mailed to G4S Secure Solutions (USA) Inc., P.O. Box 277469, Atlanta, Georgia 30384-7469. Customer agrees to pay a late charge of 1.0% per month on any amount not paid within thirty (30) days of the date of invoice receipt. Customer agrees to pay reasonable attorney and all collection agency and other fees and expenses which may be incurred by G4S in the collection of unpaid invoices or any part thereof. G4S shall invoice Customer and collect any applicable tax imposed on all retail sales, leases and rentals of goods, and taxable Security Services, including but not limited to state and local sales taxes and gross receipts tax. If G4S collects any such taxes, G4S will be fully responsible for making all payments, declarations, and filings related to same. Customer indemnifies G4S for said taxes; and acknowledges that if any such taxes are understated or increased resulting from an audit, the Customer shall reimburse G4S upon request. Any questions or concerns regarding an invoice must be submitted in writing to the local G4S business office responsible for the invoice within sixty (60) days. Such inquiries are limited to hours worked, direct bill items, expenses and the specified bill rates charged. Any claims related to charges must be made in compliance herewith or they are waived.

8. INDEMNITY: It is understood and agreed between the parties that G4S is not an insurer and that the rate being paid for Security Services is for a security personnel service designed to deter certain risks of loss. Rates are not related to the value of the personal or real property where Security Services are performed. G4S makes no guarantee, implied or otherwise, that no loss will occur or that the Security Services supplied will avert or prevent occurrences or losses. Notwithstanding, G4S is not relieved of its responsibility to provide commercially reasonable best efforts in its performance of this Agreement. G4S shall be liable for any and all liabilities and damages to the extent resulting from the negligent acts or omissions, or willful misconduct or intentional bad act(s), of G4S or its officers or employees, and shall defend, indemnify and hold Customer, its elected officials, officers, employees, volunteers and agents (“Indemnitees”) harmless for said damages including costs and reasonable attorneys’ fees. G4S also agrees to defend, indemnify and hold Indemnitees harmless from and against any claims, demands, actions, suits, causes of action, or losses brought against any of the Indemnitees by G4S’ employees or agents, except to the extent caused by of the negligence or intentional bad act(s) of Customer or its employees or agents. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR LOSS OF BUSINESS OR PROFITS, PENALTIES, OR SPECIAL OR INDIRECT, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR LIQUIDATED DAMAGES. IN NO EVENT SHALL G4S’ MAXIMUM, CUMULATIVE LIABILITY TO THE CUSTOMER FOR DAMAGES HEREUNDER EXCEED THE TOTAL AMOUNT OF FEES PAID TO G4S IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE DAMAGES; THE FOREGOING LIMITATIONS SHALL NOT APPLY TO CLAIMS BROUGHT DIRECTLY AGAINST G4S OR CUSTOMER BY ANY THIRD PARTY OR ANY G4S EMPLOYEE . CUSTOMER SHALL GIVE NOTICE TO G4S OF ANY LOSS, DAMAGE, EXPENSE, CLAIM, LAWSUIT, LIABILITY, FINE OR PENALTY (COLLECTIVELY HEREIN “CLAIM”) WITHIN THIRTY (30) DAYS OF THE OCCURRENCE GIVING RISE TO THE CLAIM OR WITHIN TEN (10) BUSINESS DAYS OF RECEIPT OF NOTICE OF THE CLAIM. G4S SHALL NOT BE RESPONSIBLE FOR ANY CLAIM UNLESS THE REQUISITE NOTICE IS GIVEN TIMELY AND PROPERLY.

9. TAXES: G4S will pay all wages, state and federal withholding taxes, social security taxes, local occupational taxes, unemployment taxes, and other amounts normally required by an employer arising from G4S’ employment of the security personnel assigned to Customer’s premises and G4S will indemnify and hold Customer harmless, including costs and reasonable attorney’s fees, from and against any or all of these obligations.

10. INSURANCE:

- a. G4S has procured, and will maintain in effect throughout the life of this Agreement, workers’ compensation insurance in full limits as required by statute and employer’s liability insurance with a limit of at least \$1,000,000.00, covering G4S’ employees assigned to perform the security services. If any claim for Workers’ Compensation benefits is asserted against Customer by any G4S employee or in the event of death by their personal representatives, then, upon timely written notice from Customer, G4S shall undertake to defend Customer and Indemnitees against such claim(s) and shall indemnify and hold Customer harmless from and against any such claim(s).

- b. G4S has procured, and will maintain in effect throughout the life of this Agreement, a Commercial General Liability policy (covering bodily injury, personal injury and property damage) in the amount of \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate, using Insurance Services Office Commercial General Liability insurance occurrence Form Number CG 00 01. G4S agrees to name and

maintain the Indemnitees as additional insureds on said liability policy. G4S' naming of the Indemnitees as additional insureds shall serve to provide coverage to the extent of G4S' liability under the Agreement and shall in no event be construed for any purpose so as to make G4S or the issuer of such policies liable for the negligence (joint, concurrent, independent or individual), acts, errors or omissions of Customer or its employees.

- c. G4S will procure and maintain in effect throughout the life of this Agreement, an Automobile Liability policy in the amount of \$1,000,000.00 combined single limit (each accident) and \$2,000,000.00 general aggregate. The Automobile Liability insurance shall provide coverage at least as broad as Insurance Services Office Form Number CA 0001 covering "Any Auto" (Symbol 1). The Indemnitees shall be named as additional insureds on such policy.
- d. Any deductibles or self-insured retentions must be declared to and approved by the City prior to G4S commencing any work under this Agreement. For any claims related to the Project, this Agreement or the services performed under this Agreement, G4S's insurance coverage shall be primary to any other similar insurance carried by the City. Any insurance or self-insurance maintained by the City or any of the additional insureds, shall be in excess of G4S's insurance and shall not be called upon to contribute with it. All insurance coverage shall contain a provision that prohibits cancellation, modification or lapse without thirty (30) calendar days' prior written notice from insurer to the City. The notice shall be provided via certified mail, return receipt requested. G4S shall require its insurer to modify the applicable policy and all certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions. Each policy shall be endorsed to state that the insurer waives the right of subrogation against the additional insureds. All insurance coverage shall cover G4S's operations pursuant to the terms of this Agreement.

All insurance coverage and limits provided pursuant to this Agreement shall apply to the full extent of the policies involved, available or applicable. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of the insurance coverage. The insurance obligations under this Agreement shall be: (1) all the insurance coverage and/or limits carried by or available to G4S; or (2) the minimum insurance coverage requirements and/or limits shown in this agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the City. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of G4S under this Agreement.

G4S shall provide immediate notice to the City of any claim or loss against G4S that includes the City or any of the additional insureds as a defendant. The City assumes no obligation or liability from the notice. The City shall have the right, but not the duty, to monitor the handling of the claim or claims if they are likely to involve the City. All insurance coverage required by this Section 10 shall be written by insurers admitted to conduct business in the State of California by the Department of Insurance and rated not less than "A:VIII" in the most recent A.M. Best's Insurance Rating Guide.

G4S shall furnish the City with evidence of the insurance required by this Section 12.0, satisfactory to the City. The evidence shall consist of original certificates of insurance and amendatory endorsements, including an additional insured endorsement. The endorsements shall be on forms provided by the City or on such other forms approved by the City in writing, and amended to conform to the City's requirements. G4S shall file all certificates of insurance and fully executed endorsements with the City before commencing performance of the Services. Thereafter, G4S shall provide proof that the policies of insurance required under this Agreement and expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. G4S shall furnish such proof to the City prior to the expiration of the affected coverages.

11. CONFIDENTIAL INFORMATION: All processes, documents, data, material, policies, or other information pertaining to Customer's business which is learned by G4S or furnished to G4S shall be maintained by G4S in strict confidence and shall not be used by G4S, except for the direct benefit of Customer, nor disclosed by G4S to any person or entity at any time for any reason unless required by law or to otherwise provide the Security Services pursuant to this Agreement. In furtherance of this provision, G4S agrees to execute such mutually agreed to confidentiality agreements as requested by Customer from time to time.

12. PROPERTY: All Customer software, equipment, and other property used by security personnel shall remain the exclusive property of Customer. Likewise, any property furnished by G4S for use by security personnel while assigned at Customer shall remain the exclusive property of G4S. The Customer shall be responsible for carrying out its own virus checking procedures on all deliverables in accordance with good computing practice.

13. TERM: This Agreement is effective as of the date indicated above and shall continue in effect for five (5) years or until either party gives the other party written notice not less than thirty (30) days in advance specifying the date of termination, whichever occurs first. City may renew this Agreement for up to an additional three (3) years.. Each agreed-upon work schedule ("Schedule") is effective from the Start Date of each Schedule and shall continue in effect until the End Date, or if no End Date is specified, until terminated by not less than thirty (30) days prior written notice by either party, or in accordance with this Agreement. In the event this Agreement is terminated, all Schedules will also terminate on the same effective date of termination of the Agreement. Either party may terminate this Agreement and/or any Schedule, at any time, upon ten (10) days prior written notice to the other party, if the non-breaching party has notified the other that a material breach of this Agreement has occurred, and same has not been rectified within ten (10) days of service of notice of such breach. Notwithstanding the foregoing, G4S may terminate this Agreement and/or any Schedule upon twenty-four (24) hours prior written notice for non-payment. Either party may immediately terminate this Agreement and any Schedule if the other party has been declared bankrupt, files for bankruptcy protection, make an assignment for the benefit of creditors or is in receivership.

14. MODIFICATION: This Agreement may only be modified by mutual written consent of the parties. Customer may request G4S to assign security personnel at additional Customer locations; a Schedule for said location(s) shall be executed by the parties and incorporated by reference into this Agreement.

15. FORCE MAJEURE: Neither party shall be liable for any failure or delay in performance of this Agreement, in whole or in part, where such failure or delay is caused by circumstances beyond that party's reasonable control, including but not limited to acts of God, severe weather, fire, terrorism, vandalism or civil riots, war, civil disturbance, labor activity or strike, court order or any other cause outside that party's exclusive and direct control.

16. ENTIRE AGREEMENT: This Agreement, including any attached Schedules, supersedes all previous agreements, oral or written, between G4S and Customer at any Customer location, and represents the entire Agreement between the parties. No other agreements or representations, oral or written, have been made. Any preprinted terms contained on a Customer purchase order shall be subject to this Agreement and any conflict between this Agreement and any pre-printed terms on commercial forms/paper shall be resolved in favor of this Agreement. In the event of any conflict or inconsistency between the terms of this Agreement and any attached Schedule, the provisions of this Agreement shall govern.

17. SEVERABILITY: The provisions of this Agreement are severable and the invalidity or ineffectiveness of any part thereof shall not affect or impair the validity and effectiveness of remaining parts of provisions of this Agreement.

18. ASSIGNMENT AND SUBCONTRACTING: Neither party may assign, subcontract or delegate its rights or obligations pursuant to this Agreement without the prior written consent of the other. However, no consent is required for an assignment that occurs (a) to an entity in which the transferring party owns more than 50% of the assets, or (b) as part of a transfer of all or substantially all of the assets of the transferring party to any party. Any assignment, subcontract or delegation in violation of this section shall be void.

19. NOTICES: All notices to be given by either party shall be in writing and shall be sufficiently given or made by (i) delivery in person; (ii) first class, registered or certified mail, postage prepaid; or (iii) overnight courier addressed to the other party at its address set forth herein or at such other address as the other party may have designated by notice given hereunder. Notices so given shall be effective upon (i) receipt by the party to which notice is given, or (ii) on the third (3rd) day following mailing, whichever occurs first.

To G4S: G4S Secure Solutions (USA) Inc.
 Attention: Contracts, Legal Dept.
 1395 University Boulevard
 Jupiter, Florida 33458
 Fax: (561) 691-6680
 Email: contracts@usa.g4s.com

To Customer: City of Upland
 Attention: City Clerk
 460 N. Euclid Ave.
 Upland, CA 91786
 Fax: (909) 931-4123
 Email: uplandcityclerk@ci.upland.ca.us

20. LEGAL COMPLIANCE: G4S certifies that the Security Services it provides will be performed in compliance with and subject to all state and federal statutes, municipal and local ordinances and the rules and regulations of any governmental agency or department which has jurisdiction over the performance of these Security Services. G4S shall at all times herein, possess any and all certifications, licenses, permits, and legal authority to provide the Services.

21. DISPUTE RESOLUTION: In the event of any dispute between the parties, Customer and G4S agree that they will make good faith efforts to resolve their differences, with the assistance of a mediator selected by mutual agreement. Mediation will take place in San Bernardino County, California, unless agreed otherwise. Each party shall bear its own associated expenses, including attorneys' fees, and the parties agree to equally share the mediator's fees and ancillary expenses. Nothing in this Section shall preclude either party from pursuing any legal action in any court of competent jurisdiction following such mediation.

22. LABOR ORGANIZATIONS: In the event G4S enters into any collective bargaining agreement covering G4S employees assigned to Customer, it is understood and agreed that G4S shall have sole control and responsibility for and will be sole signatory under and connected with all such labor negotiations, grievances, collective bargaining agreements and related labor matters.

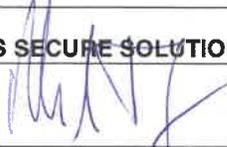
23. THIRD PARTY BENEFICIARIES: Security Services provided pursuant to this Agreement are provided to Customer only. No other person or entity is, nor is intended to be, a third party beneficiary.

24. HAZARDOUS CONDITIONS: Customer represents and warrants there are no chemical or other hazards that require disclosure to G4S or its employees that have not previously been disclosed to G4S under the OSHA Chemical Hazard Communication Standard 1910.1200. Customer agrees to provide any training offered to its own employees to G4S employees relating to potential chemical hazards, and will provide G4S with copies of any training materials.

25. RELATIONSHIP OF THE PARTIES: The parties to this Agreement are independent contractors and nothing in this Agreement shall be deemed or constructed as creating a joint venture, partnership, agency relationship or franchise between G4S and Customer. Neither party, by virtue of this Agreement, will have any right, power or authority to act or create an obligation, express or implied, on behalf of the other party. Each party assumes responsibility for the actions of their personnel under this Agreement and will be solely responsible for their supervision, daily direction and control, wage rates, withholding income taxes, disability benefits, or the manner and means through which the work under this Agreement will be accomplished.

26. GOVERNING LAW: This Agreement shall be governed by the laws of the State of California. Venue for any legal action arising out this Agreement shall be the Superior Court of the County of San Bernardino, California.

By signing below, the signatory represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of the entity for which s/he is signing and that the Agreement is binding upon the entity.

G4S SECURE SOLUTIONS (USA) INC.	CITY OF UPLAND:
By: 	By:
Name: MARK TEGJI	Name:
Title: SUP	Title:
Date: 3/28/2019	Date:



Schedule A

Schedule A to the Services Agreement between The City of Upland and G4S Secure Solutions (USA) Inc. dated effective June 1st, 2019.

Customer Contact:

Cliff Mathews, Lieutenant | Operations Division Commander
Upland Police Department (909) 946-7624 ext. 3340

Service Location:

1499 W 13th Street, Upland, CA 91786

Scope of Work:

G4S will provide unarmed, uniformed Custody Officers at Customer’s Service Location as agreed between the parties. G4S personnel will observe and report, while acting as a deterrent to trespassers, vandals and possible criminal activity. G4S personnel will provide other services as stated in mutually agreed upon post orders.

G4S Custody Officer Services

City of Upland - Jail Support Service

2019 Custody Officer Rate Schedule

Employee Designation	Weekly Hours	Officer Hourly Pay Rate	G4S Hourly Bill Rate	Estimated Monthly Cost	Estimated Annual Cost
G4S Custody Supervisor	40	\$ 22.00	\$ 36.32	\$ 6,295.47	\$ 75,545.60
G4S Custody Officers	72	\$ 18.00	\$ 30.05	\$ 9,375.60	\$ 112,507.20
	112			\$ 15,671.07	\$ 188,052.80

G4S Proposed Staffing Schedule - Shift Schedule

Employee Designation	Hours Per Week	Mon	Tues	Wed	Thus	Fri	Sat	Sun
Custody Supervisor	40	4a m-12pm						
Custody Officer #2	40			8pm-4a m				
Custody Officer #3	32	8pm-4a m	8pm-4a m				4a m-12pm	4a m-12pm
	112							

Hourly Bill Rates include for Custody Officers:

- Competitive Hourly Compensation
- Comprehensive Paid Medical/Health Benefits (Blue Cross/Blue Shield)
- Comprehensive Paid Dental/Vision/Disability
- Paid Vacation
 - 80 hours per year

- Paid Sick Time
 - 24 hours per year
- Paid Holidays (Time and one half if scheduled to work)
- Life Insurance
- Short Term and Long Term Disability
- 401k Program
- Officer Direct Deposit and Federal Credit Union
- Officer Recognition programs
- 7 Uniform Shirts/5 Pants
- Uniform Maintenance Service (Dry Cleaning Service)
- Holiday Premium Pay (if worked)

Background Screening:

G4S partners with Sterling Talent Solutions, a leading background screening company, to perform background checks and drug screening on its employees. The standard new hire background comprises the following checks:

- Identity Verification: Social Security Number (SSN) Trace Report and I-9 verification through E-Verify
- 7-year activity verification (employment, military, unemployment and education), including resolution of any gaps greater than 90 days.
- Verification of the highest degree completed
- Driver's License Check
- Drug screening (10-panel): for the detection of marijuana, cocaine, amphetamines, opiates, phencyclidine, and methamphetamines.
- Criminal history check for felony and misdemeanor records: Conducted in all jurisdictions where the applicant has resided over the last 10 years as derived by the SSN trace results
- National Criminal Check: check of multi-jurisdictional and national criminal database records covering nationwide sex offender registries, state and local courts, correctional departments, departments of parole and restriction/sanction/exclusion records maintained by U.S. and international legal and regulatory enforcement organizations.
- Ongoing arrest monitoring on 100% of existing G4S officers on a monthly basis.
- A physical examination is conducted by a licensed physician and the Minnesota Multiphasic Personality Inventory (MMPI-2) test is reviewed by clinical psychologists to assess personality traits and psychopathology.

Officer Training:

Component	Hours	Description
<p>Pre-Assignment (Classroom instruction from certified instructors)</p>	<p>- Title 15 1024 – Temp Holding Facility - Annual Refresher Training - G4S Classroom Training</p>	<p>33 learning programs in the following categories: Introduction to General Security Dale Carnegie Customer Service Program Basic Preparedness Life Safety Legalities Integrity Professional Communications Physical Security Interpersonal Relations Proper Bureau techniques for guarding inmates Use and application of restraints Use of Force</p>
<p>On-the-Job Training (OJT)</p>	<p>80</p>	<p>On post, application of classroom-taught lessons Integrity Learning site-specific security per post orders Proper Bureau techniques for guarding inmates Tactics and Positioning Use and application of restraints UPD Jail Manuel Training</p>
<p>Annual In-Service Training</p>	<p>24</p>	<p>SCT Training Program topics Upland PD Jail Manuel Refresher</p>

Any changes to hours, scope of work, qualifications, requirements or equipment for the Service Location designated herein shall be mutually agreed to in writing by both parties and may necessitate a change in fee structure. The rates stated herein shall not apply to any other Customer request and shall be valid only for the Service Location and time period stated herein.

Professional Custody Officer Support Services for the Upland Police Department





Securing Your World

Table of Contents

Qualifications & Experience	3
Financial Capacity	4
Background and Project Summary	4
Staffing	6
Custom Protection Officer®	6
Background Checks and Screening	7
Position and Staff Scheduling	8
Employee Retention	9
Training Plan	9
Quality Assurance	10
Cost Proposal	14



Securing Your World

January 2, 2019

Lieutenant Cliff Mathews
City of Upland Police Department
1499 W 13th Street
Upland, CA 91786

RE: Custody Support Services

Dear Lt. Mathews,

On behalf of our dedicated Riverside office staff, we appreciate the opportunity to submit our proposal to provide jail custody services for the City of Upland's Jail Facility. G4S currently provides successful Custody Officer Services to many different local Southern California agencies, and we strongly believe that we can offer the City a cost efficient, yet quality solution to its current operating and transportation challenges.

Our primary objective is to provide highly qualified and trained personnel to meet the City's goal of maintaining a professional jail and transport service program while having the operation transition from in-house to contract be seamless.

This objective includes the following goals that comprise our overall solution:

- The staffing of UPD Custody Officer positions with G4S' premier Custom Protection Officer® Program, the most qualified and highest caliber of officers in the industry.
- Providing comprehensive and documented background checks that meet or exceed all background check requirements set out in the RFP.
- Provide state standard training required for all Custody Officers to operate in Temporary Holding Facility (Title 15 1024)
- Provide 40 hours of G4S mandated internal training for all Custom Protection Officers
- Operate in compliance with State statute 6031.6 CPC mandating operational procedures for privately operated jail facilities.
- Provide competitive wages, benefits and incentive plans for all officers including Medical, Dental and Vision programs, 80 hours of annual vacation hours per employee, and much more.

A key element to our established success lies in our commitment to provide our clients with consistently superior services. Our local management team endeavors to understand each of our client's unique objectives so that we can better serve them. We encourage you to follow-up with our references which include the cities of Costa Mesa, Buena Park, Westminster, Arcadia, Irvine, La Habra, Azusa, Beverly Hills and Whittier Police Departments, to name a few.



Securing Your World

Operation of the Upland Police Department
Custody Officer Support Service

We have made efforts to provide a fair and equitable cost proposal to ensure the highest quality of service will continue to be provided to the Upland Police Department (UPD). Our proposal provides a basic overview of our service delivery to allow UPD the opportunity to evaluate the cost savings and benefits associated with contracting jail services.

The service address for the G4S office nearest to the UPD and the office where project management will be housed from is:

G4S Riverside
1450 Iowa Avenue
Riverside, CA 92507

This proposal will be valid for 180 days from submittal. If you have any questions, please feel free to contact me at 714-939-4900 or richard.mcdowell@usa.g4s.com.

Regards,

Richard McDowell

Richard McDowell
General Manager
G4S Secure Solutions (USA) Inc.



Qualifications & Experience

Founded in 1954 in the U.S., G4S is a leading provider of security solutions and a primary provider of security services to city, county, state and federal clients, representing more than 180,000 hours of security service each week and marked by more than five decades of experience to public agencies. We provide similar services at numerous city, county, state and federal facilities, including The City of Los Angeles and the Los Angeles Police Department (COLA), Sacramento Regional Transit and the U.S. Department of Homeland Security.

As a result of our experience, we have developed specific programs to address local government concerns in collaboration with local law enforcement. Our unique security officer programs, such as our Custom Protection Officer® (CPO) program, set us apart from all other contract security providers. CPOs are former law enforcement and/or military service members, and provide the highest level of security performance through seasoned decision making and public interaction skills that are not found in companies who employ a “one-size-fits-all” approach to security services.

Within the U.S., G4S operates a tiered organizational structure comprised of our corporate headquarters, regional operations, and over 110 local area offices. G4S' headquarters is located in Jupiter, Florida. Corporate headquarters develops standardized policies and procedures that are formalized in company manuals, dictating overall operations for the organization. Examples of the corporate resources available to support the City of Upland account are:

- G4S North America Training Institute
- Quality programs
- Strategic Accounts Group
- Experienced transition teams
- Procurement of uniforms, equipment, supplies
- Contract administration support
- Systems integration
- Guidance in human resources matters
- Safety and Risk Management
- Financial functions, including payroll and billing
- Security best practices
- Business processes
- Staff and line supervision
- Employer - employee relations
- Insurance claims, tax data and reports
- Legal guidance and assistance
- Consulting and investigative services
- Availability of short-term/emergency services

G4S began operations in California in 1962 and established an office in Orange County in 1970. This office employs over 750 active security professionals and provides approximately 30,000 hours of security service per week for clients throughout the Orange County and southern Los Angeles County areas.

G4S' regional management structure in California that provides oversight to multiple area offices in a geographic area reports to Senior Vice President, Mark Tsuji and his regional management team. The regional management team is responsible for the supervision of area office operations in their region and the dissemination of corporate policies and procedures throughout all levels of the organization.



Securing Your World

Operation of the Upland Police Department
Custody Officer Support Service

The G4S California-Pacific Region will directly support the City of Upland's account by providing additional contract oversight to our Riverside area office, which directly supports the City's custody service contract.

G4S Corporate Offices are located in Jupiter, FL:

G4S Secure Solutions (USA) Inc.
1395 University Blvd.
Jupiter, Florida 33458.

Financial Capacity

G4S is a financially secure organization, which can be validated by our annual reports. We have provided our 2016 audited financial report to allow the City to determine our financial capacity. G4S' financials can be viewed and retrieved here:

<http://www.g4s.com/en/Investors/News-and-Presentations/Regulatory-Announcements/2017/03/08/2016-Full-Year-Results>

Background and Project Summary

Below are brief summaries of each Scope of Work section and our understanding of work and objectives to be accomplished.

Recruitment

G4S will fulfill all requirements outlined in section on Staffing Requirements and we will fulfill these requirements by retaining and recruiting additional personnel into our Custom Protection Officer Program.

G4S is experienced in hiring both male and female personnel that qualify under G4S requirements to work in this environment and are recruited to handle both male and female inmate intake at other facilities in which we provide these services.

Background Checks

G4S has reviewed all staffing requirements and our background check requirements meet or exceed these requirements. G4S standard background checks outlined within this proposal.

Training

G4S meets and exceeds all training requirements outlined in the Training section. For more information on our training plan, please see page 8 of our proposal.



Food, Linen and Cleaning Services

In reference to sections on Maintenance of Type I Jail Facility, Sanitation and Hygiene, Food Services, and Inmate Services, G4S is compliant. G4S is experienced in the issuance of food and linens on a daily basis at all other Type I facilities we currently operate within. We also have experience administering food services provided that all items are purchased by the City.

Scheduling

G4S agrees to continue staffing the Upland Police Department Type I Jail Facility with qualified, unarmed, uniformed, and trained personnel sufficient to maintain staffing year-round, 24-hours per day, seven-days per week, and 365-days per year. Specific schedules will be determined by the needs of the City. In addition, G4S shall maintain the availability of at least one additional trained officer for deployment when needed, to fill any vacancy. G4S will also provide services for sobriety checkpoints and event services to support the department when needed.

Transportation

G4S has extensive experience handling transportation needs for a number of our local police department clients and federal clients. Transportation services will use a City Custody Van to and from the County Jail. G4S CPOs can operate vehicles under 10 total passengers. Vans with 10 or more total passengers require a Class B licenses, which has additional costs. G4S requires two officers present on each transportation run.

Compliance

It is G4S' experience in our contract operations at current police department jail facilities to operate as a Type I Jail Facility and in compliance with State statute 6031.6 CPC, which mandates privately operated jails, under contract to public entities to operate in compliance with all appropriate state and local building, zoning, health, safety, and fire statutes, ordinances and regulations, and with the minimum jail standards established by regulations adopted by the CSA as set forth in Subchapter 4 of Chapter 1 of Division I of Title 15 CCR. Our operation if selected by the City of Upland would also be in full compliance.



Staffing

Custom Protection Officer®

G4S will provide the City with the highest qualified level of security officer in the industry through our Custom Protection Officer® Program.

Custom Protection Officers (CPO) are individuals with valuable life experience in military, corrections or law enforcement. We recruit individuals for the CPO program who can be counted on to:

- Have a sense of duty and take pride in their performance
- Respect procedures and accountability
- Be able to problem solve
- Adapt quickly to changing situations
- Possess a strong work ethic
- Be organized and disciplined
- Be effective leaders
- React well under pressure
- Possess strong personal integrity
- Have the flexibility to work effectively on a team as well as independently when required
- Have the ability to follow through, even under difficult or stressful circumstances
- Bring strong interpersonal skills
- Value health, safety and property standards
- Be committed to professional development and learning new skills
- Possess a variety of cross-functional skills
- Always put the customer first



To deliver the desired attributes consistently, we established the industry’s most stringent experience requirements. Each CPO must have at least one of the following backgrounds:

- **Former Law Enforcement experience**
- **Service in the United States Military Forces, Military Police or combat arms**
- **Graduate of Police/Corrections Academy**
- **Criminal Justice Degree (Associate’s or higher)**
- **Career Military**
- **Or Individuals selected with high competency that can be sponsored to complete a corrections academy (CA Adults Correction Officer Core Course) to achieve CPO designation.**

Finding the right employees for this elite program requires a targeted recruitment effort. While 42% of our CPOs come to us with military experience, 14% with law enforcement experience



(either military or civilian) and 35% with criminal justice or security related degrees, many come to us with a combination of all three.

With more than 25% of all employees being veterans, G4S has been named a four-time Top 50 Military-Friendly Employer® and a four-time Most Valuable Military Employer. We are proud to have hired more than 12,000 veterans since August of 2011 in partnership with the White House’s ‘Joining Forces’ Campaign. G4S will only hire CPOs that meet the City’s staff qualifications.

G4S’ recruiting method ensures a steady and continual source of qualified guard candidates. Whether it is staffing for your permanent sites, unplanned events, or shared coverage; G4S’ recruiting is the starting point for a full staff of qualified officers. G4S complies with all U.S. Department of Labor wage requirements, including current Health & Welfare pay.

We use the most advanced online recruiting technology available combined with traditional methods and channels. Components of our recruiting include:

- Award winning, online G4S Career Center
- Fully automated, online Applicant Tracking System
- Specialized Military recruiting program
- Full use of traditional recruiting channels

G4S attracts the best available talent and instantly matches them to job postings where they fit best. Our leadership in recruiting and technology means the City’s will benefit by our:

- Attracting and employing the best people available
- Efficiently placing the right candidates to meet your requirements
- Greater officer satisfaction as your positions fit their choice of work
- Full regulatory compliance through automated reporting
- Rapid hiring of qualified candidates when your needs require additional officers

Background Checks and Screening

G4S requires all candidates successfully pass a pre-employment background investigation and a 10-panel drug screening before offering employment. G4S’ personnel requirements mirror the Bureau’s requirements and G4S will only submit individuals who meet all staff qualifications, experience and physical qualifications of the Guard position. Each candidate is subjected to a rigorous background investigation prior to employment and must successfully pass the following:

Elements of Background Screening

Screening Element	Description
Identity Verification	G4S initiates a social security number confirmation trace to validate the name(s) and addresses provided. This portion of the screening process also includes a check against the Specially Designated Nationals (SDN) and Blocked Persons list maintained by the Office of Foreign Assets Control (O.F.A.C.), which puts G4S in compliance with the Patriot Act and the Trading with the Enemy Act. Our system updates the list daily to ensure that all new hires are screened against the most current lists.



Screening Element	Description
Employment/ Education Verification	G4S verifies all prior employment and/or education for the last 10 years. We also verify periods of unemployment lasting 60 days or more.
Criminal Records Check	G4S conducts a county of residence criminal record check for all residential addresses provided for the last 10 years. Where statewide criminal record checks are available, G4S requests a search from the appropriate state agency. We also conduct a multi-jurisdictional search of criminal databases that covers courts, correctional departments, departments of parole, and sex offender registries nationwide.
Drug Screen	All applicants undergo a 10-panel urinalysis test conducted by an independent drug-screening clinic. Applicants are sent to a collection location where a sample is collected and sent to a lab. The lab sends the results to our drug screening coordinator, who forwards the results to the local office. Chain-of-custody forms are used to ensure testing integrity. G4S has a national contract with Quest Diagnostics to provide drug screens.
Driver's License Check	G4S initiates a check of the applicant's driving record through the state department of motor vehicles. This will reveal all traffic violations, driving-related offenses, and substantiate a valid operator's license.
Credit Report	G4S initiates a credit check to determine financial responsibility.
Physical Examination	A licensed physician conducts a medical examination of the applicant to determine physical capability to perform security officer duties.
Psychological Examination	G4S administers the Minnesota Multiphasic Personality Inventory (MMPI) applicants prior to employment. To ensure the integrity of these examinations, G4S has established national agreements with providers who have been thoroughly vetted.

Upon completion of the G4S background and contingency of hire to the applicant for the guard position, G4S submits the completed background investigation package along with other required information (e.g., medical examination results, and security guard licenses) to the agency's program manager as required for additional verification of employment application, e.g., fingerprinting and checks via NCIC/NLETS for suitability determination.

Position and Staff Scheduling

The following model is a proposed jail staffing model and can be adjusted to fit the needs of UPD and its staff.

(3) G4S Contracted Officers:

- (1) G4S Jail Supervisor @ 40 Hours Per Week
- (2) G4S Custody Officers @ 72 Hours Per Week



G4S Proposed Staffing Schedule - Shift Schedule

Employee Designation	Hours Per Week	Mon	Tues	Wed	Thus	Fri	Sat	Sun
Custody Supervisor	40	4am-12pm	4am-12pm	4am-12pm	4am-12pm	4am-12pm		
Custody Officer #2	40			8pm-4am	8pm-4am	8pm-4am	8pm-4am	8pm-4am
Custody Officer #3	32	8pm-4am	8pm-4am				4am-12pm	4am-12pm
	112							

Employee Retention

The G4S Riverside Area Office maintains an exemplary employee retention and satisfaction record. Over the past five years, we have experienced expansion and contraction of service hours across our extensive customer portfolio due to economic and business decisions on the part of their management. For one of G4S’ largest clients in California, the Department of Homeland Security, U.S. Immigration and Customs Enforcement, G4S’ staff retention rate has been 95% since 2009.

One of the most important aspects of a successful contract is the stability of the labor force, which is directly tied to retention. Our employee retention strategy begins with the hiring of employees that meet G4S and customer-specific standards. The first aspect to promoting retention is to align pay rates with local labor market conditions and customer-specific qualification requirements. Area wage surveys are conducted on a regular basis, and whenever possible, G4S pays its security personnel above average wages in an effort to promote retention and limit turnover. After the pay rate, the employee benefits package plays the most important role in the overall satisfaction of employees and ultimately the retention rate. We have provided an overview of the proposed benefits package for this account in the proposal; however, we are willing to work with the City to negotiate as positive a package as possible to promote retention.

A final element of retention is achieved through training, which emphasizes the need for security officers to take a sense of ownership in the operations of a contract. Employee development is encouraged for all employees and is key to the retention of experienced personnel.

Training Plan

G4S uses a training plan for all assigned security officer and supervisory personnel that is subject to review and approval by the PD. This plan includes pre-assignment classroom, State-mandated training, Government-provided training, on-the-job training, and annual refresher training. These courses are a combination of instructor led, hands-on and online via our Learning Management System.



Component	Hours	Description
Pre-Assignment (Classroom instruction from certified instructors)	- Title 15 1024 – Temp Holding Facility - Annual Refresher Training - G4S Classroom Training	33 learning programs in the following categories: Introduction to General Security Dale Carnegie Customer Service Program Basic Preparedness Life Safety Legalities Integrity Professional Communications Physical Security Interpersonal Relations Proper Bureau techniques for guarding inmates Use and application of restraints Use of Force
On-the-Job Training (OJT)	80	On post, application of classroom-taught lessons Integrity Learning site-specific security per post orders Proper Bureau techniques for guarding inmates Tactics and Positioning Use and application of restraints UPD Jail Manuel Training
Annual In-Service Training	24	SCT Training Program topics

Included within On the Job Training, G4S security personnel will complete a City-approved Initial Training program consisting of approximately 40-hours of instruction from the Upland Police Department Jail Manual, plus on-going training to ensure custody officers stay updated with changes in custody operations and safety issued.

Quality Assurance

The mission of the G4S Quality Assurance (QA) Program is complete **Customer Satisfaction through Flawless Execution**. Our robust program is designed to validate service performance, create efficient and effective operations, ensure contract compliance and enable ongoing program enhancement.

Our ISO-certified program is institutionalized across the organization and includes a formal QA Steering Committee. The committee is comprised of personnel from our branch offices and corporate headquarters to oversee the program to provide program compliance and facilitate enhancements. Our program begins with stringent **Personnel Compliance** protocols and functions within our operational structure to provide **Satisfaction Assurance**. We then take the extra step of soliciting internal and external **Validation Processes** of our program and utilize all feedback to drive **Continuous Improvement**.

Personnel Compliance

G4S maintains comprehensive policies and processes to attest that quality personnel are recruited, vetted and trained prior to assignment. G4S Human Resource Department and North America Training Institute have received and maintain ISO-certification to standardize and



substantiate our protocols. The elements below are reviewed on an annual basis to ensure they are current and remain applicable to our ever-changing market.

- **Sourcing** – Dynamic recruiting and hiring criteria for each position is facilitated through the G4S online Career Center. Our Applicant Tracking System (ATS) assures clients that we are hiring effectively from the start to maximize retention throughout the life of the contract.
- **Vetting** – G4S conducts the most rigorous pre-employment screening process in the industry via our Compliance & Investigations Department which further verifies the caliber of our candidates.
- **Development** – Certified training managers at the corporate and local level provide G4S- and client-specific training to ensure that personnel are fully prepared to execute the duties and responsibilities of a G4S Security Officer. This data can be viewed online at any time via G4S Insight, our online security management portal.
- **Presentation** – Through training, stringent appearance guidelines and corporate-issued uniforms, our officers present an image that is a positive reflection of not only G4S, but most importantly, our customers.

Satisfaction Assurance

G4S has a comprehensive and proven operational plan to confirm all aspects of service are provided in a manner that guarantees customer satisfaction. The operational plan focuses on:

- **Support** – Customer service is a key element to providing a sound operational program. Clients receive multiple layers of support at the local, regional and corporate level to establish and maintain ongoing communication.
 - G4S Area Offices employ local managers and supervisors who are empowered to provide support to local client contacts.
 - The G4S 24/7 Communication Center provides clients access to trained G4S personnel who support after-hours needs.
- **Procedures** – Standardized policies and procedures are the foundation of our program, as they support consistent and reliable execution of our duties.
 - Post Orders – Mutually agreed upon procedural guidelines and policies for each post are maintained throughout the term of the contract. A secure copy of the Post Orders is available on the G4S Secure Trax® platform to facilitate a current and complete copy for personnel.
 - Labor Scheduling System – G4S' software platform supports the critical function of scheduling personnel to meet individual customer staffing requirements. Automated prerequisites confirm officer qualifications and certifications prior to post assignment.
 - Time & Attendance – G4S verifies post coverage at each site through the Secure Trax automated officer check-in/check-out function. Clients have the ability to monitor the arrival/departure times of their security posts via G4S Insight.
 - Invoicing – G4S' Labor Scheduling and Time & Attendance systems are fully integrated to provide accurate invoices and officer payroll. Invoice reports can be generated real-time through G4S Insight to provide clients complete financial



transparency.

- **Inspections** – Multi-level assessments are conducted to ensure quality operations across the organization.
 - Announced and unannounced site visits are regularly conducted by local management during each shift to confirm post compliance, conduct additional training as needed and mentor personnel for ongoing development. Inspections are documented via Secure Trax and available for review on G4S Insight.
 - Customer-specific safety and security inspections are conducted via Secure Trax and are documented and communicated real-time on G4S Insight. All inspections are conducted in accordance with specific Post Orders for each location.

Validation Processes

To ensure client satisfaction and complete operational and financial transparency, G4S maintains internal and external validation processes.

- **External Validation**
 - **American Systems Registrar (ASR)** is an established third party auditor to attest G4S policies and procedures are adhered to and that customer standards are met. ASR conducts annual audits of each G4S function certified under ISO 9001:2015.
 - **SAFETY Act Designation** is a testament to our focus on consistent and documented operational activities.
 - **Customer Communication** – Providing ongoing communication is the start of a quality program; however, soliciting feedback is how we continually assess customer satisfaction and the effectiveness of the operational plan.
 - G4S conducts at least monthly communication with local client management.
 - Quarterly Business Review Meetings are conducted with local and regional G4S and client management to review and discuss account operations. This is the forum to report account-specific Key Performance Indicators and Service Level Agreements.
 - G4S conducts web-based Customer Satisfaction Surveys requesting feedback from clients' key stakeholders.
 - **Client Transparency & Reporting** – G4S Insight is our web-based portal that provides customers with complete transparency to our services in the following core areas:
 - Compliance of KPIs
 - Financial Tracking
 - Incidents
 - Tours and Inspections
 - Staffing
- **Internal Validation**



- **COMPSTAT** – An organizational methodology which facilitates timely analysis of client needs, COMPSTAT identifies business trends and potential concerns. The result is a collaborative effort for improving customer satisfaction and achieving operational excellence.
- **Employee Evaluations** - Employees are evaluated at least annually to monitor and assess performance to encourage a positive, productive, client-service attitude.
- **Internal Audits** - Our independent audit team conducts audits of our local area offices to ensure compliance with operational requirements and local/state/federal laws and regulations. Audits are conducted with the objective of providing recommendations for improvement as warranted.
- **Operational Scorecards** - To certify that contract objectives are being met on a consistent basis, site supervisors utilize a scorecard to capture daily performance and monitor operational progress.

Continuous Improvement

In keeping with the ISO-certified quality management system criteria we have established protocols to ensure we continuously improve service to our customers.

- **Collaborative Quality Assurance Steering Committee** – G4S maintains a Collaborative Quality Assurance Steering Committee, which meets monthly to review the overall program and to identify areas for growth and improvement. The Committee reviews and updates protocols, identifies industry trends and establishes best practices by market segment.
- **Process Development** – Formal issue resolution and preventative action plans are developed to provide continuous improvement of service through proactive and reactive processes.
 - Assessment Capabilities
 - Security/Vulnerability - Site assessments to evaluate security measures in place to identify potential security vulnerabilities
 - Site Technology - Site assessments of technology utilization to identify opportunities where technology may augment or replace personnel
 - Safety - Site assessments to review safety measures in place
- **Personnel Development** – Through continuing education and ongoing training facilitated by our ISO-certified training institute, personnel have the opportunity to advance and develop their career within G4S.

CONFIDENTIAL AND PROPRIETARY

Cost Proposal

G4S Custody Officer Services
City of Upland - Jail Support Service
2019 Custody Officer Rate Schedule

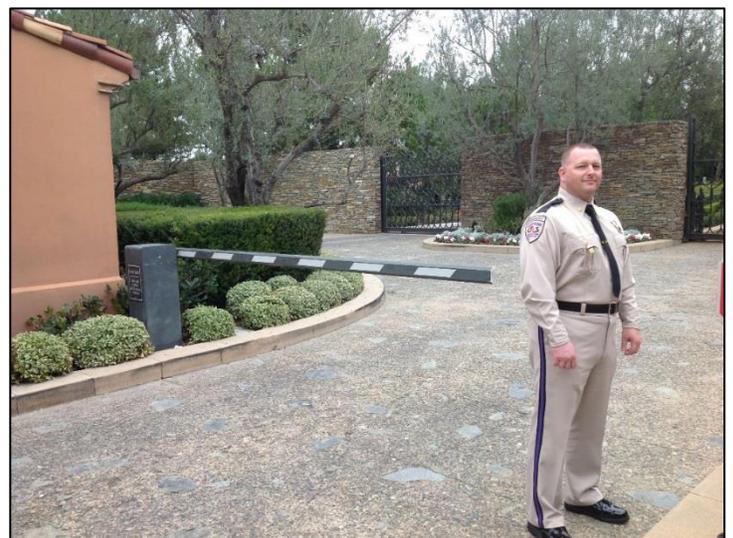
Employee Designation	Weekly Hours	Officer Hourly Pay Rate	G4S Hourly Bill Rate	Estimated Monthly Cost	Estimated Annual Cost
G4S Custody Supervisor	40	\$ 22.00	\$ 36.32	\$ 6,295.47	\$ 75,545.60
G4S Custody Officers	72	\$ 18.00	\$ 30.05	\$ 9,375.60	\$ 112,507.20
	112			\$ 15,671.07	\$ 188,052.80

Staffing Package for Officers:

- Competitive Hourly Compensation
- Comprehensive Paid Medical/Health Benefits (Blue Cross/Blue Shield)
- Comprehensive Paid Dental/Vision/Disability
- Paid Vacation
 - 80 hours per year
- Paid Sick Time
 - 24 hours per year
- Paid Holidays (Time and one half if scheduled to work)
- Life Insurance
- Short Term and Long Term Disability
- 401k Program
- Officer Direct Deposit and Federal Credit Union
- Officer Recognition programs
- 7 Uniform Shirts/5 Pants
- Uniform Maintenance Service (Dry Cleaning Service)
- Holiday Premium Pay (if worked)

Notes to Pricing:

- **Overtime Rates** apply when G4S personnel are in an overtime posture that results in personnel working over 8 hours per day or





40 hours per week. G4S will not bill customer for circumstances where it needs to fill a pending open shift (eg: vacation requests, sick call offs, etc.), only when it is requested by the customer. Overtime Rates are 140% the Hourly Bill Rate specified above.

- **Holiday Pay** of time and one half to all Security Officers who work on any of G4S' six recognized holidays (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day.) G4S Holiday Rates are included within the Hourly Bill Rate specified above.
- **Future Increases in Rates** - G4S respectfully requests consideration of mutually agreed upon annual increases to the security staff labor rates to reward performing and tenured employees. G4S will not mandate a rate increase in its contracts, unless statutory changes in labor laws require such. G4S works mutually with Agency on increases to the pay rates for officers based on tenure and good performance.
- **ACA** - G4S healthcare programs are compliant and exceed requirements set forth by the Affordable Healthcare Act as well as the CA Healthy Family, Healthy Workplace Act. Future healthcare reform will likely require plan design changes that may impact billing rates. Future guidance is still forthcoming from HHS and DOL that will inform G4S and other employers what will be acceptable for plan designs such as deductibles, annual/lifetime maximums, coinsurance, and copayments.
- G4S Secure Solutions (USA) Inc. reserves the right to review and negotiate the final terms and conditions of a Contract, if awarded.



STAFF REPORT

ITEM NO. 14.B.

DATE: May 28, 2019
TO: MAYOR AND CITY COUNCIL
FROM: ROSEMARY HOERNING, ACTING CITY MANAGER
PREPARED BY: DARREN L. GOODMAN, POLICE CHIEF
DON DODT, POLICE LIEUTENANT
SUBJECT: POLICE MOBILE APPLICATION

RECOMMENDED ACTION

It is recommended that the City Council authorize the Acting City Manager, or designee, to execute an agreement with Apex Mobile for purchase of a law enforcement based mobile application.

GOAL STATEMENT

The proposed action supports the City's goal of providing effective communication and enhanced community engagement with the citizens of Upland.

BACKGROUND

The proposed action would provide a cloud based mobile application that will connect the community with information and resources from the Police Department. The app, available in the Apple and Android app stores, will be free to the public and will provide access to the latest news, photos, videos, events, alerts and crime information. The app also allows two-way communications using social media platforms like Facebook, Twitter, Instagram and YouTube. It also includes a special feature for submitting tips to the police department, and a portal to the department's on-line crime reporting system.

One key feature of the app will allow citizens to report quality of life issues using their cell phones. The citizens will be able to attach pictures of the issue and the information will be instantly pushed to the Impact Team for assignment.

Internally, the app will be used by the department to better communicate information such as crime trends, extra patrol requests and wanted persons.

ISSUES/ANALYSIS

The Police Department is always looking for ways to better communicate and connect with the community. People today expect to have access to information at their fingertips. This application will open the lines of communication and will provide accurate information to the public with speed and transparency. This app will also provide the community a 21st century, technologically advanced image of the department.

The Vendor, Apex Mobile, has provided a single source letter that certifies that they are the only company that provides a public safety app with the features and options found on this platform.

FISCAL IMPACTS

Year 1 Cost for Internal and External/Public App.

$\$7,500$ (Internal App) + $\$7,500$ (External/Public App) = $\$15,000$ (Less 7.5% on External App) - 562.50. Total Cost with External App. Discount $\$14,437.50$

Year 2, 3, and any subsequent years up to five. Cost for Internal and External/Public App.

$\$7,500$ (Internal App) + $\$2,900$ (External/Public App) = $\$10,400$ (Less 7.5% on External App) - $\$217.50$. Total Cost with External App Discount (7.5%) $\$10,182.50$.

The cost for year 1 of this contract will be funded with salary savings; therefore, no additional appropriations are needed to fund this item. The remaining years will be included in the budget of the Information Technology internal service fund.

ALTERNATIVES

Provide alternative direction to staff.

ATTACHMENTS:

Mobile Application Agreement

Apex Mobile Development & Service Agreement (External)

This Apex Mobile Development & Service Agreement ("Agreement") is entered into by and between Motto Mobile, Inc., dba Apex Mobile ("Apex Mobile") and the City of Upland, by and through the Upland Police Department ("Agency"). Agency Apex Mobile and Agency are individually referred to herein as a "Party" or collectively as the "Parties". The Parties desire to enter into this Agreement for Apex Mobile to provide mobile application development and management (Services & Platform) for Agency. Now therefore, for adequate consideration, the Agency and Apex Mobile hereby agree as follows:

1. TERM AND TERMINATION. This Agreement shall commence upon the execution of this Agreement and, unless sooner terminated as provided herein, shall continue on an annual basis renewing on the anniversary of this Agreement for up to five (5) years. Agency or Apex Mobile may terminate this Agreement for any or no reason by providing the other with not less than 30 days written notice prior to the termination date. Provided termination is not due to a breach by Agency, upon termination by either Party, Apex Mobile will refund Agency all sums prepaid by Agency, for any remaining one year terms.

2. FEES, PAYMENTS & SERVICES. The Agency will pay Apex Mobile the total, not to exceed sum of \$7500 for set-up, development and the first year of hosting, maintenance and support. Subsequent years of maintenance and support will be billed at \$2,900/year. While a contract is not required, a 7.5% discount will be applied to contracts of 3-5 years. An additional 7.5% will be applied to 3-5 year contracts paid in advance.

Agency shall pay Apex Mobile thirty percent (30%) of the first year's total annual cost upon execution of this Agreement. The remaining amount of the first year's cost shall be paid following successful testing and Agency's acceptance of the mobile app being developed as part of the Services.

The community facing mobile app development, set up, licensing, launch, hosting, and ongoing support and maintenance services to be provided by Apex Mobile pursuant to this Agreement are more fully described in the Apex Mobile "Community Engagement Mobile Application Licensing Proposal" prepared on October 15, 2018 (Doc ID 0321.01) (collectively, "Services."), and said Proposal is incorporated by reference herein. In the event of any conflict or inconsistency between said Proposal and any provision of this Agreement, this Agreement shall govern.

Also note, each Agency will be required to set up developer accounts directly with Apple and Google. Apple charges a \$99/yr fee. Google charges a one-time fee of \$25.

3. GRANT OF LICENSE. For the term of this Agreement, Agency hereby grants Apex Mobile a non-exclusive, limited license to use content and/or images emailed, or otherwise made available by Agency to Apex Mobile including, but not limited to, content of from Agency's website, and Agency images and videos (collectively, "Licensed Property"). The license granted herein authorizes Apex Mobile to:

(i) where necessary, transform, modify and reformat the Licensed Property into an appropriate electronic form to exercise its rights hereunder; (ii) publicly display the Licensed Property in connection with the development of a mobile application for the Agency, but only as necessary to perform the Services; and (iii) use, copy and display the trademarks, service marks and logos of Agency in the development of Agency's mobile application, but only as necessary to perform the Services.

Agency is hereby granted a non-exclusive license to use original works of Apex Mobile and works for which Apex Mobile has legal authority to license such use by Agency, for the term of this Agreement.

Except as otherwise expressly provided in this Section 3, Apex Mobile shall not use any of the Licensed Property for any purpose other than to perform the Services. Apex Mobile shall not sell, distribute, transfer, convey, or use any of the Licensed Property except as expressly authorized herein. Agency owns all of the Licensed Property including any and all intellectual property rights arising from their creation.

Unless Agency is notified in writing by Apex Mobile otherwise, any and all works, designs, images, writings, and documents prepared by Apex Mobile in connection with its provision of the Services, including all intellectual property rights arising therefrom (collectively, "Work Product"), are "works made for hire" for the benefit of the Agency. Upon delivery to and acceptance of any and/or all of the Work Product by Agency, ownership of all such Work Product shall vest in the Agency. To the extent ownership of any of the Work Product is not otherwise completely conveyed to Agency by this paragraph, Apex Mobile hereby assigns all such ownership to Agency

Apex Mobile warrants and represents that it possesses any and all necessary legal authority to provide the Work Product and perform the Services. To the maximum extent permitted by law, Apex Mobile shall defend, indemnify, and hold the

City of Upland, its elected officials, officers, employees and agents harmless with respect to any and all claims and liabilities based on any alleged infringement of intellectual or proprietary rights resulting from or related to Agency's use of any of the Work Product or use of the Services.

4. COUNTERPARTS. This Agreement may be executed in separate counterparts, including but not limited to, facsimile or email correspondence and the Agreement shall be effective when Agency executes such Agreement.

5. RELATIONSHIP OF THE PARTIES. Apex Mobile and Agency are independent contractors and nothing in this Agreement shall be construed to constitute the Parties as principal and agent, employer or employee, joint ventures, co-owners, or otherwise as participants in any form of joint undertaking.

6. MISCELLANEOUS. This Agreement may not be amended, canceled or waived, in whole or in part, except by written instruments signed by the Parties. This Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter herein. Agency acknowledges that Apex Mobile cannot guarantee the future availability of any features or applications that are a part of, serviced by, or powered by third parties nor can it guarantee the acceptance or approval of applications by third parties.

7. ASSIGNABILITY. This Agreement shall be assignable and transferable, in whole or in part, by Apex Mobile, without the prior consent of Agency, following not less than thirty (30) days' prior, written notice to Agency.

8. FORCE MAJEURE. Neither Apex Mobile nor Agency shall be liable to the other for any failure or delay in its performance due to any cause beyond its control, including acts of war, acts of God, earthquake, riot, sabotage, labor shortage or dispute, Internet interruption, government acts, and other similar events.

9. GOVERNING LAW AND VENUE. The provisions of this Agreement shall be governed by the laws of the State of California. Venue for any such legal action shall be the Superior Court of the County of San Bernardino, California.

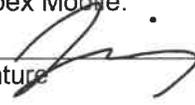
By Agency:

Signature

Print Name & Title

Date

By Apex Mobile:



Signature

Joseph Ramirez, President

Print Name & Title

March, 27 2019

Date



Signature

Joseph Ramirez, Secretary

Print Name & Title

March, 27 2019

Date

(two corporate signatures required)

Apex Mobile Development & Service Agreement (Internal)

This Apex Mobile Development & Service Agreement ("Agreement") is entered into by and between Motto Mobile, Inc., a Delaware corporation, dba Apex Mobile ("Apex Mobile") and the City of Upland, by and through the Upland Police Department ("Agency"). Apex Mobile and Agency are individually referred to herein as a "Party" or collectively as the "Parties"). The Parties desire to enter into this Agreement for Apex Mobile to provide mobile application development and first year platform management for Agency. Now therefore, for adequate consideration, the Agency and Apex Mobile hereby agree as follows:

1. TERM AND TERMINATION. This Agreement shall commence upon the execution of this Agreement and, unless sooner terminated as provided herein, shall continue on an annual basis renewing on the anniversary of this Agreement for up to five (5) years. Agency or Apex Mobile may terminate this Agreement for any or no reason by providing the other with not less than 30 days' written notice prior to the termination date. Provided termination is not due to a breach by Agency, upon termination by either Party, Apex Mobile will refund Agency all sums prepaid by Agency, for any remaining one year terms.

2. FEES, PAYMENTS & SERVICES. The Agency will pay Apex Mobile the total, not to exceed sum of \$7,500 per year for a user base of up to 500 users. A 10% discount will be applied to multi-year agreements paid in advance (up to three years). Agency will be required to set up developer accounts directly with Apple and Google. Apple charges an annual fee of \$299 for "Enterprise Distribution" and Google charges a one-time fee of \$25. Agency shall pay Apex Mobile thirty percent (30%) of the first year's total annual cost upon execution of this Agreement. The remaining amount of the first year's cost shall be paid following successful testing and Agency's acceptance of the mobile app being developed as part of the Services.

The internal mobile app development, set up, licensing, launch, hosting, and ongoing support and maintenance to be provided by Apex Mobile pursuant to this Agreement are more fully described in the Apex Mobile "Mobile Application & Internal Portal Licensing Proposal" prepared on October 15, 2018 (Doc ID 0320.01) (collectively, "Services."), and said Proposal is incorporated by reference herein. In the event of any conflict or inconsistency between said Proposal and any provision of this Agreement, this Agreement shall govern.

3. GRANT OF LICENSE. For the term of this Agreement, Agency hereby grants Apex Mobile a non-exclusive, limited license to use content and/or images emailed, or otherwise made available by Agency to Apex Mobile including, but not limited to, content of from Agency's website, and Agency images and videos (collectively, "Licensed Property"). The license granted herein authorizes Apex Mobile to:

(i) where necessary, transform, modify and reformat the Licensed Property into an appropriate electronic form to exercise Agency's rights hereunder; (ii) publicly display the Licensed Property in connection with the development of a mobile application for the Agency, but only as necessary to perform the Services; and (iii) subject to Agency's prior review and written approval, use, copy and display the trademarks, service marks and logos of Agency in the development of Agency's mobile application, but only as necessary to perform the Services.

Agency is hereby granted a non-exclusive license to use original works of Apex Mobile and works for which Apex Mobile has legal authority to license such use by Agency, for the term of this Agreement.

Except as otherwise expressly provided in this Section 3, Apex Mobile shall not use any of the Licensed Property for any purpose other than to perform the Services. Apex Mobile shall not sell, distribute, transfer, convey, or use any of the Licensed Property except as expressly authorized herein. Agency owns all of the Licensed Property including any and all intellectual property rights arising from their creation.

Unless Agency is notified in writing by Apex Mobile otherwise, any and all works, designs, images, writings, and documents prepared by Apex Mobile in connection with its provision of the Services, including all intellectual property rights arising therefrom (collectively, "Work Product"), are "works made for hire" for the benefit of the Agency. Upon delivery to and acceptance of any and/or all of the Work Product by Agency, ownership of all such Work Product shall vest in the Agency. To the extent ownership of any of the Work Product is not otherwise completely conveyed to Agency by this paragraph, Apex Mobile hereby assigns all such ownership to Agency.

Apex Mobile warrants and represents that it possesses any and all necessary legal authority to provide the Work Product and perform the Services. To the maximum extent permitted by law, Apex Mobile shall defend, indemnify, and hold the City of Upland, its elected officials, officers, employees and agents harmless with respect to any and all claims and

liabilities based on any alleged infringement of intellectual or proprietary rights resulting from or related to Agency's use of any of the Work Product or use of the Services.

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6. MISCELLANEOUS. This Agreement may not be amended, canceled or waived, in whole or in part, except by written instrument signed by the Parties. This Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter herein. Agency acknowledges that Apex Mobile cannot guarantee the future availability of any features or applications that are a part of, serviced by, or powered by third parties nor can it guarantee the acceptance or approval of applications by third parties.

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8. FORCE MAJEURE. Neither Apex Mobile nor Agency shall be liable to the other for any failure or delay in its performance due to any cause beyond its control, including acts of war, acts of God, earthquake, riot, sabotage, labor shortage or dispute, Internet interruption, government acts, and other similar events.

9. GOVERNING LAW AND VENUE. The provisions of this Agreement shall be governed by the laws of the State of California. Venue for any such legal action shall be the Superior Court of the County of San Bernardino, California.

By Agency:

Signature

Print Name & Title

Date

By Apex Mobile:



Signature

Joseph Ramirez, President

Print Name & Title

March, 27 2019

Date



Signature

Joseph Ramirez, Secretary

Print Name & Title

March, 27 2019

Date

(two corporate signatures required)



STAFF REPORT

ITEM NO. 14.C.

DATE: May 28, 2019
TO: MAYOR AND CITY COUNCIL
FROM: JAMES L. MARKMAN, CITY ATTORNEY
PREPARED BY: JAMES L. MARKMAN, CITY ATTORNEY
KERI JOHNSON, CITY CLERK
SUBJECT: CONSIDERATION OF INCREASING THE COMPENSATION LEVEL
FOR THE ACTING CITY MANAGER

RECOMMENDED ACTION

It is recommended that the City Council consider an adjustment (increase) in the compensation for the Public Works Director during her tenure as Acting City Manager.

GOAL STATEMENT

The considered action would provide equity in compensation by recognizing the elevated responsibilities inherent in the Acting City Manager position.

BACKGROUND

Rosemary Hoerning was appointed Acting City Manager at the Council meeting conducted on May 13, 2019.

ISSUES/ANALYSIS

The proposed compensation grade is Grade 9094/step 4 which is a compensation of \$16,696 monthly. This compensation is in line with other executive positions within the organization and represents a 5% increase over these existing positions.

FISCAL IMPACTS

This proposed salary increase represents a monthly increase of \$2,724. The total fiscal impact is dependent upon the recruitment period for a permanent City Manager.

ALTERNATIVES

Provide alternative direction to staff.

ATTACHMENTS:

No Attachments Available



STAFF REPORT

ITEM NO. 14.D.

DATE: May 28, 2019
TO: MAYOR AND CITY COUNCIL
FROM: JAMES L. MARKMAN, CITY ATTORNEY
PREPARED BY: JAMES L. MARKMAN, CITY ATTORNEY
KERI JOHNSON, CITY CLERK
SUBJECT: CONSIDERATION OF THE PROCESS FOR FILLING THE POSITION
OF PERMANENT CITY MANAGER

RECOMMENDED ACTION

It is recommended that the City Council review the options and provide direction to staff.

GOAL STATEMENT

The proposed action supports the City's goal to select qualified executive level leadership.

BACKGROUND

Rosemary Hoerning was appointed Acting City Manager at the Council meeting conducted on May 13, 2019. The Council is requested to direct staff on the process to be utilized to choose a permanent City Manager.

ISSUES/ANALYSIS

The recruitment can involve employing a consulting firm to conduct a search process or have the City's Human Resources staff conduct a search process.

Should the Council choose to proceed with a recruitment process utilizing a consulting firm, staff would prepare a draft RFP to be reviewed by the City Attorney and approved by Council. A minimum 30 days should be provided for the selection of a consultant. It is anticipated that the entire process could take approximately six months.

FISCAL IMPACTS

The fiscal impacts cannot now be determined with certainty. It is clear that employing a consulting firm to conduct a search process would generate substantially more of a fiscal impact than a staff only process. In addition, the breath of the search would determine the costs and more time would be required to choose a consulting firm to do so.

ALTERNATIVES

Provide alternative direction to staff

ATTACHMENTS:

No Attachments Available