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REGULAR MEETING AGENDA
125 E. College Street, Covina, California
Council Chamber of City Hall
Tuesday, February 16, 2016

**CITY COUNCIL/SUCCESSOR AGENCY TO THE COVINA
REDEVELOPMENT AGENCY/COVINA PUBLIC FINANCING
AUTHORITY/COVINA HOUSING AUTHORITY
JOINT MEETING—CLOSED SESSION
7:00 p.m.**

CALL TO ORDER

ROLL CALL

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

PUBLIC COMMENTS

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

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

CLOSED SESSION

- A. G.C. §54956.8 – CONFERENCE WITH REAL PROPERTY NEGOTIATORS
- | | |
|----------------------|---------------------------------------------------------|
| Property: | 413 North Citrus Ave. (APN: 8431-028-026) |
| Agency negotiator: | Andrea Miller, City Manager |
| Negotiating parties: | Joe Oftelie, City Ventures |
| Under negotiation: | Negotiations to include both price and terms of payment |

RECESS



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

RECONVENE AND CALL TO ORDER

ROLL CALL

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

PLEDGE OF ALLEGIANCE

Led by Council Member Marquez

INVOCATION

Given by Covina Police Chaplain Truax

PRESENTATIONS

PUBLIC COMMENTS

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

COUNCIL/AGENCY/AUTHORITY COMMENTS

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

CITY MANAGER COMMENTS

CONSENT CALENDAR

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

CC 1. Minutes of the January 19, 2016, and February 5, 2016, Regular Joint meetings of the City Council/Successor Agency to the Covina Redevelopment Agency/Public Financing Agency/Housing Authority.

Report: [Minutes](#)

CC 2. Payment of City demands in the amount of \$1,230,922.78.

Report: [City Demands](#)

CC 3. Payment of Agency demands in the amount of \$62,588.91.

Report: [Agency Demands](#)

CC 4. Amend a Promissory Note provided under the City of Covina CDBG Housing Rehabilitation program.

Report: [Promissory Note Amendment](#)

CC 5. Determination of satisfaction of Note and program requirements and terms for the program participants of the Community Development Block Grant Special Economic Development Program.

Report: [Determination of Satisfaction](#)

CC 6. Request to amend the Mid-Management, Supervisory and Professional, and Confidential and Technical Employees Compensation Rules to revise the classification of Environmental Services Manager to Environmental Services and Transportation Manager.

Report: [Resolution No. 16-7461](#)

CC 7. Approval of Memorandum of Understanding between the Los Angeles County Metropolitan Transportation Authority and the City of Covina for the Proposition A Discretionary Incentive Grant Program for Collecting and Reporting Data for the National Transit Database for Report Year 2013.

Report: [National Transit Database Report Year 2013](#)

CC 8. Final Acceptance and Filing Notice of Completion for Roycove Reservoir and Pump Station Project.

Report: [Roycove Reservoir and Pump Station Project](#)

CC 9. Professional Services Agreement with Blueray Management, LLC for the operation of the 2016 Aquatics Program.

Report: [2016 Aquatics Program Management](#)

CC 10. Limited Term Permit and Permit and License Agreement between the County of Los Angeles and the City of Covina for the Use of Valleydale Park for Senior Center Program.

Report: [Valleydale Park Agreement](#)

CC 11. Professional Services Agreement with Vavrinek Trine Day & Company, LLP for accounting services.

Report: [Accounting Services Agreement](#)

CC 12. Resolution No. 16-7462 to approve an employment agreement with retired PERS annuitant for Finance Director Services for a limited duration.

Report: [Resolution No. 16-7462](#)

PUBLIC HEARING

PH 1. Public Hearing to consider a substantial amendment to the Fiscal Year 2015-2016 Community Development Block Grant (CDBG) program budget.

Report: [Resolution No. 16-7463](#)

Staff Recommendation:

1. Open the public hearing and receive public testimony;
2. Close the public hearing;
3. Adopt **Resolution No. 16-7463**, authorizing the termination of the Forty-First Year CDBG Project 600525-15, Economic Development, and approval of the new project Senior Center Construction;
4. Authorize the City Manager or her designee to execute documents related to the FY 2015-2016 CDBG funds.

CONTINUED BUSINESS – NONE

NEW BUSINESS - NONE

ADJOURNMENT

The Covina City Council/Successor Agency to the Covina Redevelopment Agency/Covina Public Finance Authority/Covina Housing Authority will adjourn to its special meeting of the Council/Agency/Authority scheduled for Tuesday, March 1, 2016, at 5:00 p.m. for study session in the Covina Library Community Room at 234 N. Second Avenue, Covina, California, 91723; and its regular meeting at 6:30 p.m. for closed session and 7:30 p.m. for open session inside the Council Chamber, 125 East College Street, Covina, California, 91723.

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

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

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

The Covina City Clerk's Office does hereby declare that, in accordance with California Government Code Section 54954.2(a), the agenda for the Tuesday, February 16, 2016, meeting was posted on February 11, 2016, on the City's website and near the front entrances of: 1) Covina City Hall, 125 East College Street, Covina; 2) the Covina Public Library, 234 N. Second Avenue, Covina; and 3) the Joslyn Center, 815 N. Barranca Avenue, Covina.

MATERIALS RELATED TO AN ITEM ON THIS AGENDA, AND SUBMITTED TO THE CITY COUNCIL AFTER PUBLICATION OF THE AGENDA, ARE AVAILABLE TO THE PUBLIC IN THE CITY CLERK'S OFFICE AT 125 E. COLLEGE STREET, COVINA.

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ITEM NO. CC 1

MINUTES OF JANUARY 19, 2016
REGULAR MEETING OF THE COVINA CITY COUNCIL/SUCCESSOR AGENCY TO
THE COVINA REDEVELOPMENT AGENCY/COVINA PUBLIC FINANCING
AUTHORITY/COVINA HOUSING AUTHORITY HELD IN THE COUNCIL
CHAMBER OF CITY HALL, 125 EAST COLLEGE STREET, COVINA, CALIFORNIA

CALL TO ORDER

Mayor King called the Council/Agency/Authority meeting to order at 7:02 p.m. with all City Councilmembers present. City Attorney Lee announced that the Council would be discussing in closed session potential liability related to LA Works. Mayor Pro Tem Stapleton recused himself from participation in closed session. There were no public comments. Mayor King recessed the Council to closed session at 7:03 p.m.

ROLL CALL

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

Councilmembers Absent: None.

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

Staff Members Present: City Manager Andrea M. Miller, City Attorney Candice K. Lee, Interim Police Chief Kim Raney, Public Works Director Siobhan Foster, Community Development Director Brian Lee, Parks and Recreation/Library Director Amy Hall-McGrade, Acting Assistant Fire Chief Jim Enriquez, Assistant to the City Manager Angel Carrillo, GIS Technician James Knox, and Chief Deputy City Clerk Sharon F. Clark.

CLOSED SESSION

- A. G.C. §54956.9(d)(2) –
CONFERENCE WITH LEGAL COUNSEL: SIGNIFICANT EXPOSURE TO LITIGATION

RECONVENE AND CALL TO ORDER

Mayor King reconvened the meeting into open session at 7:39 p.m. and announced that all Councilmembers were present except Councilmember Allen. Councilmember Allen took his seat on the dais at 7:41 p.m.

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

PLEDGE OF ALLEGIANCE

Mayor Pro Tem Stapleton led the Pledge of Allegiance.

- CC 1. City Council approved the Minutes of January 5, 2016 Regular Joint meeting of the City Council/Successor Agency to the Covina Redevelopment Agency/Public Financing Authority/Housing Authority.
- CC 2. City Council approved the payment of City demands in the amount of \$2,240,079.85.
- CC 3. City Council approved the payment of Agency demands in the amount of \$60,931.69.
- CC 4. City Council gave approval for the Department of Public Works to spend over \$10,000, not to exceed \$25,000 for supplies, services, and equipment in certain instances.
- CC 5. City Council waived full reading, read by title only, and adopted on second reading **Ordinance No. 16-2049** entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, AMENDING THE OFFICIAL ZONING MAP OF THE CITY BY CHANGING THE ZONING DESIGNATION FROM 'R-1-7500, SINGLE FAMILY' TO 'RD-3000 (MULTIPLE FAMILY) - PLANNED COMMUNITY DEVELOPMENT OVERLAY' FOR PROPERTY GENERALLY LOCATED AT 800 NORTH BANNA AVENUE - APN: 8427-003-901."
- CC 6. City Council waived full reading, read by title only, and adopted on second reading **Ordinance No. 16-2050** entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, ESTABLISHING A PLANNED COMMUNITY DEVELOPMENT OVERLAY ZONE PCD 15-001 ON THE OFFICIAL ZONING MAP OF THE CITY FOR PROPERTY GENERALLY LOCATED AT 800 NORTH BANNA AVENUE - APN: 8427-003-90."
- CC 7. City Council waived full reading, read by title only, and adopted on second reading **Ordinance No. 16-2048** entitled, "AN ORDINANCE OF THE CITY OF COVINA, CALIFORNIA, APPROVING AND ADOPTING A DEVELOPMENT AGREEMENT BETWEEN ONE CHARTER OAK, LLC AND THE CITY OF COVINA RELATED TO A PROPOSED DEVELOPMENT CONSISTING OF 63 SINGLE FAMILY LOTS ON 6.15 ACRES AND A PROPOSED PUBLIC PARK ON APPROXIMATELY 2 ACRES FOR PROPERTY GENERALLY LOCATED AT 800 NORTH BANNA AVENUE - APN: 8427-003-901."
- CC 8. City Council waived full reading, read by title only, and adopted on second reading **Ordinance No. 16-2051** entitled, "AN ORDINANCE OF THE CITY OF COVINA, CALIFORNIA, ADDING SECTION 2.20.210 TO CHAPTER 2.20 (PURCHASING DIVISION) OF TITLE 2 (ADMINISTRATION AND PERSONNEL) OF THE COVINA MUNICIPAL CODE PROVIDING FOR JOINT PURCHASING AGREEMENTS WITH GOVERNMENTAL ENTITIES."
- CC 9. City Council adopted **Resolution No. 16-7453** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, CONFIRMING THE CONTINUED EXISTENCE OF AN EMERGENCY CONDITION FOR ROYCOVE RESERVOIR AND PUMP STATION EMERGENCY REPAIR PROJECT, PURSUANT TO SECTION 22050 OF THE CALIFORNIA PUBLIC CONTRACT CODE."

CC 10. City Council adopted **Resolution No. 16-7455** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, TO AMEND THE FISCAL YEAR 2015-2016 CITY OF COVINA OPERATING BUDGET TO REFLECT AN APPROPRIATION OF A TOTAL OF \$75,000 FROM THE RULE 20A SWAP TO CREATE THE COVINA iTEC PROJECT FUND (ACCOUNT NO. 4060-4000-55020)."

CC 11. City Council approved the City's co-sponsorship and promotion assistance for the Los Angeles County Department of Children and Family Services Adoption and Foster Parent Program EXPO on April 9, 2016, at Citrus College in Glendora, California.

PUBLIC HEARING

PH 1. Public Hearing to consider approval of the fiscal year 2016-2017 Community Development Block Grant (CDBG) program budget.

Mayor King opened the public hearing.

City Manager Miller introduced the item. Community Development Director Lee presented the staff report and a PowerPoint presentation.

Discussion included that five requests for funding had been received and the Finance Advisory Committee has recommended funding four of the five, due to a limitation of funds available.

There was no public comment.

Mayor King closed the public hearing.

A motion was made by Councilmember Allen, seconded by Councilmember Delach to:

1. Approve the FY 2016-2017 CDBG program budget as recommended in Column 4 of the Table on Attachment A with the provision that (1) the amount be amended as shown in Column 5 of Attachment A when the Los Angeles County Community Development District (LACDC) freeze on unprogrammed funds is lifted; and (2) the allocations be adjusted based on the final allocation as determined by LACDC, with a maximum of 15 percent of funding allocated for public service programs.
2. Adopt **Resolution No. 16-7452**, authorizing the allocation of the Forty-Second Year CDBG funds for FY 2016-2017.
3. Authorize the City Manager or her designee to execute documents related to the FY 2016-2017 CDBG funds.

Motion approved Public Hearing item PH1 as follows:

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

PH 2. Public Hearing to consider issuing a report and subsequent adoption of Urgency Ordinance No. 16-2052, extending a moratorium on issuing any permits for any new used merchandise, secondhand and/or thrift stores or the expansion of any existing used merchandise, secondhand and/or thrift stores.

Mayor King opened the public hearing.

City Manager Miller introduced the item. Community Development Director Lee presented the staff report.

Discussion included clarification that this moratorium does not affect antique stores.

City Manager Miller commented that regarding urgency ordinances, staff will work as quickly as possible to update codes to provide safeguards for the community, certainty for businesses, and to ensure that codes are enforceable.

There was no public comment.

Mayor King closed the public hearing.

A motion was made by Councilmember Allen, seconded by Councilmember Marquez to:

1. Adopt and issue the report on measures taken during the moratorium per Government Code Section 65858 (Attachment B).
2. Waive full reading, read by title only and adopt **Urgency Ordinance No. 16-2052** entitled, "AN URGENCY ORDINANCE OF THE CITY OF COVINA, CALIFORNIA, EXTENDING THE TERM OF ORDINANCE NO. 15-2047 ENACTED PURSUANT TO GOVERNMENT CODE SECTION 65858 ESTABLISHING A MORATORIUM ON THE ESTABLISHMENT OF ANY NEW USED MERCHANDISE STORES AND SECONDHAND STORES, OR THRIFT STORES IN THE CITY OF COVINA, OR THE EXPANSION OF ANY EXISTING USED MERCHANDISE STORES, SECONDHAND STORES OR THRIFT STORES, DECLARING THE URGENCY THEREOF AND MAKING A DETERMINATION OF EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT."
3. Direct staff to draft revisions to Chapter 17 of the Covina Municipal Code relating to Used Merchandise, Secondhand and/or Thrift Stores and return to the City Council for consideration of the proposed revisions by April 2016.

Motion approved Public Hearing item PH2 as follows:

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

CONTINUED BUSINESS – None.

NEW BUSINESS

NB 1. Towing services contract options.

City Manager Miller presented an overview of the item.

Member of the public Laura Santos, on behalf of Royal Coaches Auto Body and Towing, respectfully requested that the contract go out to bid.

Councilmember Marquez commended Jan's Towing for their excellent service to the community, requested putting the contract out to bid in order to get the best pricing for the City, and made a motion to extend the contract with Jan's Towing for six months and direct staff to initiate a request for proposals for a new towing contract. No second was received.

A motion was made by Mayor Pro Tem Stapleton, seconded by Councilmember Allen, to approve staff's recommendation to renew the existing contract with Jan's Towing for a period of five years with no additional contract changes.

Motion approved New Business item NB1 as follows:

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

NB 2. Professional Services Agreement with Gonzalez Goodale Architects to provide planning, programming, architectural, and engineering services for the Initial Phase of the Covina Senior Center Project; and Resolution No. 16-7454 to appropriate necessary funds for contract.

City Manager Miller introduced the item. The staff report and a PowerPoint presentation were presented by Public Works Director Foster and Parks and Recreation/Library Director Hall-McGrade. Armando Gonzales and Henry Drake from Gonzalez Goodale Architects presented their vision and process for the project.

Members of the public Edgar K. Russell and Joan Kucharski spoke in favor of locating the senior center in Covina Park and requested that seniors be allowed to give input on the needs of seniors for the center.

Discussion included moving to Covina Park does not change the project monetarily; Gonzalez Goodale is amenable to the change of location; the Request for Proposals (RFP) allows for a transition to design-build; the Master Plan for Covina Park which encompasses a senior center; minimization of tree removal for the project; the City moving ahead with the project because of concerns for senior safety at the current Joslyn Center; solicitation of support from various agencies including the County for renovation of Kelby Park for an athletic facility; the close proximity to Intercommunity Hospital may provide additional opportunity for seniors and the Hospital has been cooperative in working toward parking solutions; and that grants related to the Joslyn Center have expired and the City has no further obligation.

A motion was made by Councilmember Delach, seconded by Councilmember Allen to:

1. Authorize the City Manager to execute the Professional Services Agreement with Gonzalez Goodale Architects to provide planning, programming, architectural, and engineering services for the Initial Phase of the Covina Senior Center Project in an amount not-to-exceed \$100,000.
2. Adopt **Resolution No. 16-7454** appropriating \$500,000 in available Special General Fund – Rule 20A Swap balance (account no. 1060-0000-59140) to the fiscal year 2015-16 budget and allocating the funds to Capital Improvement (Parks and Recreation) – Park Facilities – Buildings & Structures – Covina Senior Center (account no. 4600-3400-55100-P-1601) for

the Initial Phase of the Covina Senior Center Project, topographic survey and soils and geologic analysis, and seed money for subsequent phases of the project.

3. Direct City staff to pursue placement of the Covina Senior Center in Covina Park.

Motion approved New Business item NB2 as follows:

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

NB 3. Urgency Ordinance No. 16-2053 prohibiting the cultivation of marijuana in all zones in the City, including the cultivation by qualified patients, primary caregivers and persons with identification cards.

City Manager Miller introduced the item and explained it is necessitated by a change in state law with an action deadline of March 1, 2016. Community Development Director Lee presented the staff report.

There was no public comment.

A motion was made by Mayor Pro Tem Stapleton, seconded by Councilmember Allen, to waive full reading, read by title only, and adopt **Ordinance No. 16-2053** entitled, "AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA AMENDING CHAPTER 17.04 OF THE COVINA MUNICIPAL CODE TO EXPRESSLY PROHIBIT CULTIVATION OF MEDICAL MARIJUANA, INCLUDING CULTIVATION BY QUALIFIED PATIENTS, PRIMARY CAREGIVERS, AND PERSONS WITH IDENTIFICATION CARDS."

Motion approved New Business item NB3 as follows:

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

NB 4. Gun Violence and Active Shooter Report

City Manager Miller introduced the item. The staff report was presented by Police Chief Raney.

Member of the public Jen Johnson of Covina requested the formation of a citizen's commission to review actions that can be taken at a local level and submitted a document for the Council's review.

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

Councilmember Marquez thanked Chief Raney for the report and requested future consideration of what our local community can do.

Councilmember Delach commented that since portions of the Covina Municipal Code are already being reviewed, it doesn't hurt to also review codes related to guns.

Councilmember Allen commented on the rules for being issued a federal firearms license.

Motion approved New Business item NB4 as follows:

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

NB 5. 2016 Legislative Platform.

City Manager Miller introduced the item. Assistant to the City Manager Carrillo presented the staff report.

City Manager Miller noted that adopting the platform assists the City in reacting quickly as changes are made in the legislative process.

Mayor Pro Tem Stapleton commented that the overriding principle is maintenance of local control, and expressed a desire for the addition of verbiage to that effect. Councilmember Delach concurred.

Chief Raney commented that in relation to the moratorium on medical marijuana adopted by Council earlier this evening, SB 21 will be heard again tomorrow regarding medical marijuana related to local control, and recommended reaching out to the City's legislative advocate, Tony Rice, to emphasize the City's desire for local control.

A motion was made by Mayor Pro Tem Stapleton, seconded by Councilmember Delach to adopt the 2016 Legislative Platform with the addition of a preamble emphasizing local control.

Motion approved New Business item NB5 as follows:

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

ADJOURNMENT

At 9:13 p.m., the Covina City Council/Successor Agency to the Covina Redevelopment Agency/Covina Public Financing Authority/Covina Housing Authority was adjourned in memory of John Butterworth to its next regular meeting of the Council/Agency/Authority scheduled for Tuesday, February 2, 2016, at 6:30 p.m. for closed session and 7:30 p.m. for open session inside the Council Chamber, 125 East College Street, Covina, California, 91723.

Respectfully Submitted:

Sharon F. Clark, CMC
Chief Deputy City Clerk

Approved this 19th day of January, 2016:

John C. King, Mayor/Chair

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MINUTES OF FEBRUARY 2, 2016
REGULAR MEETING OF THE COVINA CITY COUNCIL/SUCCESSOR AGENCY TO
THE COVINA REDEVELOPMENT AGENCY/COVINA PUBLIC FINANCING
AUTHORITY/COVINA HOUSING AUTHORITY HELD IN THE COUNCIL
CHAMBER OF CITY HALL, 125 EAST COLLEGE STREET, COVINA, CALIFORNIA

CALL TO ORDER

Mayor King called the Council/Agency/Authority meeting to order at 7:31 p.m. There was no closed session.

ROLL CALL

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

Councilmembers Absent: Walter Allen III.

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

Staff Members Present: City Manager Andrea M. Miller, City Attorney Candice K. Lee, Public Works Director Siobhan Foster, Community Development Director Brian Lee, Parks and Recreation/Library Director Amy Hall-McGrade, Interim Finance Director John Michicoff, Police Captain David Povero, Acting Assistant Fire Chief Jim Enriquez, Assistant to the City Manager Angel Carrillo, GIS Technician James Knox, and Chief Deputy City Clerk Sharon F. Clark.

PLEDGE OF ALLEGIANCE

Mayor Pro Tem Stapleton led the Pledge of Allegiance.

INVOCATION

Police Chaplain Dave Truax gave the invocation.

PRESENTATIONS – None.

PUBLIC COMMENTS

Member of the public Leonard W. Rose, Jr. commented on help he has received, solicited help for the homeless from the community, and submitted a document for the City Council.

COUNCIL/AGENCY/AUTHORITY COMMENTS

Councilmember Marquez reported on a Community Coffee event at the home of Mr. & Mrs. Rodriguez at which he shared information about what's going on in Covina, and invited Councilmembers to attend future Community Coffee events.

Mayor Pro Tem Stapleton announced that since the groundhog didn't see his shadow, we won't have six more weeks of winter; requested that the City look into having more payment options for the Police Department parking-pass machine in order to be more user-friendly; reported on a new county-wide ordinance through the Sanitation District providing for the reclamation of pharmaceuticals and sharps; and reminded the community that the City has a sharps disposal bin available on College Street near City Hall.

Mayor King commented on the recent Covina Chamber of Commerce 106th Annual Installation of Officers and Citizen of the Year, Chief Kim Raney, congratulated the new officers, and commended Chief Raney on the recognition. He announced Covina Library events: Read to Achieve, in progress now through February 26, 2016; Virtual Author Talk via Google Hangouts on Tuesday, February 9, 2016, at 6:30 p.m.; T is for Technology on Saturday, February 13, 2016, at 2:00 p.m.; and Princess Tea Party on Saturday, March 5, 2016, at 10:30 a.m.; and Inter Valley Health Plan's informative presentations, free screenings, Doc Talks, and refreshments for senior residents ages 50 and older at the Joslyn Center on Tuesdays and Fridays at 9:00 a.m. In closing, he reported that the Los Angeles County Parks Needs Assessment is underway and encouraged the community to get information on how to provide their input for potential park projects by contacting the City's Parks and Recreation Department.

CITY MANAGER COMMENTS

City Manager Miller requested that agenda item CC1, Minutes of January 19, 2016, Study Session Joint meeting of the City Council/Successor Agency to the Covina Redevelopment Agency/Public Financing Agency/Housing Authority/Finance Advisory Committee, be approved with a revision to correct identification of the public speaker under item NB 2 as Bob Gorski instead of Leonard Wayne Rose, Jr., and apologized to Mr. Gorski and Mr. Rose for the misidentification.

CONSENT CALENDAR

On a motion made by Mayor Pro Tem Stapleton, seconded by Councilmember Marquez, the City Council approved Consent Calendar Item CC 1 as revised, and Consent Calendar Items CC 2 through CC 14 as presented.

Motion approved the Consent Calendar items CC1 – CC14 as follows:

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

- CC 1. City Council approved the Minutes of January 19, 2016, Study Session Joint meeting of the City Council/Successor Agency to the Covina Redevelopment Agency/Public Financing Agency/Housing Authority/Finance Advisory Committee, as revised to identify the public speaker as Bob Gorski under item NB 2.
- CC 2. City Council approved the payment of City demands in the amount of \$3,767,806.27.
- CC 3. City Council approved the payment of Agency demands in the amount of \$26,362.27.
- CC 4. City Council approved Second Amendments to contracts for janitorial maintenance service with BOSS Janitorial Services, Inc., and authorized the City Manager to execute the amendments to contracts.
- CC 5. City Council approved Deposit Agreements with Foothill Transit and MLC Holdings, Inc. to pay for due diligence analysis and other related expenses that will be incurred by the City of Covina in conjunction with Covina iTEC project; authorized the City Manager to execute the agreements; and adopted **Resolution No. 16-7460** accepting the funds and depositing those funds into Account No. 4060-4000-55020.
- CC 6. City Council authorized the City Manager to make necessary expenditures to implement the central reception area within City Hall; and authorized the addition of three, part-time Office Assistant I positions to the City Manager's Office to staff the central reception area.
- CC 7. City Council approved determination of satisfaction of Note and program requirements and terms for program participant Luis Carlos Roman, dba Bread & Barley, of the Community Development Block Grant Special Economic Development Program; authorized removal of the loan/grant restrictions including a lien on real property upon approval of program compliance by Los Angeles County Community Development Commission; and authorized the City Manager or her designee to execute related documents.
- CC 8. Successor Agency approved the Recognized Obligation Payment Schedule (ROPS 16-17), covering July 1, 2016, through June 30, 2017; and directed it be provided to the Department of Finance for consideration and approval.
- CC 9. City Council approved the Professional Services Agreement with Curt Pringle & Associates for community outreach, media relations and strategic communications, and authorized the City Manager to execute the agreement.
- CC 10. City Council adopted **Resolution No. 16-7456** amending the Parks and Recreation Department, Library Services Division Fiscal Year 2015-2016 Operating Budget by \$1,000 for a Teen Tech Week grant from Young Adult Library Services Association (YALSA).
- CC 11. City Council adopted **Resolution No. 16-7457** amending the Parks and Recreation Department's Fiscal Year 2015-2016 Operating Budget by \$3,220 for Cultural Arts events.

- CC 12. City Council adopted **Resolution No. 16-7458** amending the Parks and Recreation Department's Fiscal Year 2015-2016 Operating Budget by \$2,500 for Community Engagement Activities related to the Countywide Parks Needs Assessment.
- CC 13. City Council adopted **Resolution No. 16-7459** confirming continued existence of an emergency condition for Roycove Reservoir and Pump Station pursuant to Chapter 2.5 (Emergency Contracting Procedures) of the Public Contracts Code, and approved Change Order No. 2 and increase to the amount of contract with Brithinee Electric to reflect actual cost and previously-approved Change Order No. 1 for sales tax.
- CC 14. City Council/Successor Agency approved the Quarterly Report of the Treasurer to the City Council and the Successor Agency to the Covina Redevelopment Agency for the Quarter Ended December 31, 2015.

PUBLIC HEARING – None.

CONTINUED BUSINESS – None.

NEW BUSINESS – None.

ADJOURNMENT

At 7:49 p.m., the Covina City Council/Successor Agency to the Covina Redevelopment Agency/Covina Public Financing Authority/Covina Housing Authority adjourned to its next regular meeting of the Council/Agency/Authority scheduled for Tuesday, February 16, 2016, at 5:00 p.m. for study session in the Covina Library Community Room at 234 N. Second Avenue, Covina, California, 91723; and at 6:30 p.m. for closed session and 7:30 p.m. for open session inside the Council Chamber, 125 East College Street, Covina, California, 91723.

Respectfully Submitted:

Sharon F. Clark, CMC
Chief Deputy City Clerk

Approved this 16th day of February, 2016:

John C. King, Mayor/Chair



CITY OF COVINA

AGENDA REPORT

ITEM NO. CC 2

MEETING DATE: February 16, 2016

TITLE: Payment of Demands

PRESENTED BY: John Michicoff, Interim Finance Director

RECOMMENDATION: Approve Payment of Demands in the amount of \$1,230,922.78

BACKGROUND:

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

<u>DATE OF DEMANDS</u>		<u>DEMAND NUMBERS</u>	<u>AMOUNT</u>
ACCOUNTS PAYABLE WARRANTS			
Jan. 15 - Jan. 28, 2016	Wires/EFTs	5066-5070	\$ 13,745.79
	Checks	78229-78365	\$ 668,080.52
<u>PAYROLL</u>			
1/28/16			\$ 525,507.52
<u>VOIDS</u>			
		74962	\$ (390.90)
		77453	\$ (75.00)
		77657	\$ (300.00)
<u>WORKERS COMPENSATION</u>			
1/15/16			\$ 1,991.91
1/19/16			\$ 1,687.76
1/20/16			\$ 10,903.31
1/21/16			\$ 1,787.46
1/22/16			\$ 2,896.78
1/25/16			\$ 447.44
1/27/16			\$ 2,637.62
1/28/16			\$ 2,002.57
GRAND TOTAL:			\$ 1,230,922.78

DISCUSSION:

FISCAL IMPACT:

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

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

Respectfully submitted,

John Michicoff
Interim Finance Director

ATTACHMENTS:

Attachment A: Check Register

CITY OF COVINA
Check Register
JAN. 15 - JAN 28, 2016

Check #	Check Date	Vendor	Name	Amount
5066	1/28/16	4160	ICMA	65.00
5067	1/28/16	1405	ICMA RETIREMENT	5,078.47
5068	1/28/16	4003	MidAmerica	1,841.32
5069	1/28/16	2033	NATIONWIDE RETI	5,875.00
5070	1/28/16	4223	ZUMWALT, KRISTI	886.00
			subtotal EFT/wires	\$13,745.79
78229	1/21/16	26	ABSOLUTE SECURI	3,436.78
78230	1/21/16	4188	ACCO ENGINEERED	5,217.82
78231	1/21/16	52	ADVANCED GRAPHI	810.00
78232	1/21/16	219	AT&T	735.65
78233	1/21/16	219	AT&T	1,962.92
78234	1/21/16	283	BANK OF THE WES	5,895.78
78235	1/21/16	413	BROWN MOTOR WOR	111.94
78236	1/21/16	457	CA PARKS AND RE	1,275.00
78237	1/21/16	783	COVINA WATER	1,348.86
78238	1/21/16	878	DELTA DENTAL OF	122.02
78239	1/21/16	3164	DIVERSIFIED TRA	2,835.31
78240	1/21/16	970	EDISON CO	1,194.57
78241	1/21/16	4246	EQUARIUS WATERW	3,367.80
78242	1/21/16	1069	FILLMORE & WEST	2,835.00
78243	1/21/16	1197	GLOBAL WATER MA	12,845.29
78244	1/21/16	1198	GLOBALSTAR LLC	53.10
78245	1/21/16	1204	GOLDEN STATE WA	57.13
78246	1/21/16	1275	HAAKER EQUIPMEN	392.94
78247	1/21/16	1387	HUNTER, JOHN L.	4,037.50
78248	1/21/16	3988	HYDRO CONNECTIO	20.28
78249	1/21/16	1571	KING BOLT CO	29.39
78250	1/21/16	1681	LEARNING FOR LI	616.00
78251	1/21/16	1691	LEVEL 3 COMMUNI	1,170.73
78252	1/21/16	1694	LEWIS ENGRAVING	10.90
78253	1/21/16	1707	LIEBERT CASSIDY	575.00
78254	1/21/16	1997	MSNOC INC	700.00
78255	1/21/16	4242	QUALITY GLASS T	450.00
78256	1/21/16	2345	QUILL	810.14
78257	1/21/16	2714	SOUTHERN CA GAS	4,000.03
78258	1/21/16	2737	STAPLES INC	1,401.02
78259	1/21/16	2795	SWRCB	2,088.00
78260	1/21/16	2853	THYSSENKRUPP EL	1,578.81
78261	1/21/16	4247	UNITED WATER WO	148.24
78262	1/21/16	4247	UNITED WATER WO	178.25
78263	1/21/16	2999	VERIZON CALIFOR	934.33
78264	1/21/16	3001	VERIZON WIRELES	3,080.76
78265	1/27/16	3	12 MILES OUT.CO	1,200.00

CITY OF COVINA
Check Register
JAN. 15 - JAN 28, 2016

78266	1/27/16	4374	ADMINSURE	5,600.00
78267	1/27/16	220	AT&T LONG DISTA	33.43
78268	1/27/16	255	AZUSA PLUMBING	335.48
78269	1/27/16	260	B & K ELECTRIC	100.29
78270	1/27/16	4382	BEHAVIOR ANALYS	962.00
78271	1/27/16	3771	BLACK & WHITE E	689.91
78272	1/27/16	4279	BOSS JANITORIAL	5,599.00
78273	1/27/16	4353	BREA, CITY OF	28,510.00
78274	1/27/16	452	CA ASSOC FOR PR	45.00
78275	1/27/16	477	CALIF, STATE OF	3,181.93
78276	1/27/16	536	CARQUEST AUTO P	116.11
78277	1/27/16	572	CATHOLIC CHARIT	7,307.00
78278	1/27/16	587	CDW GOVERNMENT	1,613.60
78279	1/27/16	692	CODE PUBLISHING	750.75
78280	1/27/16	703	COMBINED GRAPHI	155.87
78281	1/27/16	710	COMMUNICATIONS	170.00
78282	1/27/16	737	COOPERATIVE PER	1,151.15
78283	1/27/16	762	COVINA CHAMBER	165.00
78284	1/27/16	849	DAPEER ROSENBLI	90.45
78285	1/27/16	3701	DEPARTMENT OF J	741.00
78286	1/27/16	4292	DUDEK	5,652.75
78287	1/27/16	962	EAST DISTRICT S	207.00
78288	1/27/16	962	EAST DISTRICT S	6,080.00
78289	1/27/16	970	EDISON CO	561.53
78290	1/27/16	1055	FEDEX	8.58
78291	1/27/16	1156	GAS COMPANY, TH	4,118.94
78292	1/27/16	1241	GRAND PRINTING	1,126.62
78293	1/27/16	1276	HACH CO	580.88
78294	1/27/16	1361	HOLLIDAY ROCK C	288.31
78295	1/27/16	1427	INGLEWOOD, CITY	2,269.34
78296	1/27/16	1463	J.G. TUCKER AND	600.86
78297	1/27/16	1571	KING BOLT CO	57.55
78298	1/27/16	1578	KLYMKIW, MARIE	36.60
78299	1/27/16	1617	LA CNTY REGISTR	16.00
78300	1/27/16	1619	LA CNTY SHERIFF	1,393.19
78301	1/27/16	4341	Landcare	8,772.49
78302	1/27/16	4344	LILLEY PLANNING	3,060.00
78303	1/27/16	1786	MALINOSKI, JOHN	40.00
78304	1/27/16	1792	MANNING & MARDE	6,443.24
78305	1/27/16	1895	MERRIMAC ENERGY	10,684.85
78306	1/27/16	1934	MITCHELL REPAIR	1,667.89
78307	1/27/16	2027	NAPA AUTO PARTS	147.15
78308	1/27/16	4362	O'NEIL VENTURES	1,000.00
78309	1/27/16	2104	OFFICE DEPOT	330.01

CITY OF COVINA
Check Register
JAN. 15 - JAN 28, 2016

78310	1/27/16	4201	OFFICE TEAM	667.20
78311	1/27/16	4201	OFFICE TEAM	378.08
78312	1/27/16	99999	AARON J. WEEKS	12.00
78313	1/27/16	99999	ANGEL CARRILLO	390.90
78314	1/27/16	99999	MALTI NEGANDHI	12.00
78315	1/27/16	99999	MARION LANDESMAN	90.00
78316	1/27/16	99999	MARTHA RUIZ	75.00
78317	1/27/16	2129	ORANGE COUNTY S	134.00
78318	1/27/16	2238	PEST OPTIONS IN	265.00
78319	1/27/16	4177	PETTY CASH	254.91
78320	1/27/16	50	PROGREEN BLDG M	1,543.10
78321	1/27/16	2345	QUILL	73.50
78322	1/27/16	3796	RICHARD, WATSON	10,271.05
78323	1/27/16	4350	RKA Consulting	84,957.25
78324	1/27/16	2619	SGV EXAMINER	531.00
78325	1/27/16	2621	SGV POLICE CHIE	250.00
78326	1/27/16	2660	SIMPLEX GRINNEL	1,431.00
78327	1/27/16	2838	THEMATIC ATTIC	81.10
78328	1/27/16	2852	THREE VALLEY MU	104,325.16
78329	1/27/16	2922	TURNER, JOSHUA	40.00
78330	1/27/16	4247	UNITED WATER WO	627.45
78331	1/27/16	2954	URBAN GRAFFITI	9,930.31
78332	1/27/16	2958	US POSTMASTER	2,848.16
78333	1/27/16	2983	VAVRINEK TRINE	13,850.00
78334	1/27/16	4065	VERIZON BUSINES	1,219.75
78335	1/27/16	2999	VERIZON CALIFOR	76.67
78336	1/27/16	2999	VERIZON CALIFOR	501.67
78337	1/27/16	3001	VERIZON WIRELES	2,307.57
78338	1/27/16	3700	Vinnie's	325.00
78339	1/27/16	3043	WARREN DISTRIBU	90.32
78340	1/27/16	3902	WEBSTERS BEE'S	185.00
78341	1/27/16	4273	WHITE, LESLIE	150.00
78342	1/27/16	4417	WILLIAM AVERY A	10,670.25
78343	1/27/16	3135	XO COMMUNICATIO	4,639.16
78344	1/27/16	3155	ZAVALA, ANTONIO	382.40
78345	1/28/16	68	AFLAC	4,045.92
78346	1/28/16	69	AFSCME	800.00
78347	1/28/16	487	CaIPERS	57,434.20
78348	1/28/16	3846	CLEA	477.75
78349	1/28/16	3846	CLEA	110.25
78350	1/28/16	775	COVINA POLICE A	2,700.00
78351	1/28/16	789	COVINA-FSA, CIT	1,050.02
78352	1/28/16	878	DELTA DENTAL OF	7,016.15
78353	1/28/16	1106	FRANCHISE TAX B	399.37

CITY OF COVINA
Check Register
JAN. 15 - JAN 28, 2016

78354	1/28/16	1106	FRANCHISE TAX B	125.00
78355	1/28/16	1247	GREAT WEST LIFE	4,245.10
78356	1/28/16	3795	LEGAL SHIELD	252.56
78357	1/28/16	2234	PERS	147,817.65
78358	1/28/16	2235	PERS LONG TERM	136.57
78359	1/28/16	2946	UNITED WAY OF G	17.50
78360	1/28/16	3014	VISION SERVICE	709.08
78361	1/28/16	4255	VOYA FINANCIAL	4,341.17
78362	1/28/16	3045	WASHINGTON NATI	76.18
78363	1/28/16	346	BICKMORE	2,250.00
78364	1/28/16	477	CALIF, STATE OF	151.00
78365	1/28/16	1745	LOS ANGELES FRE	350.05

subtotal checks \$ 668,080.52

subtotal payroll \$ 525,507.52

subtotal voids \$ (765.90)

subtotal Worker's Compensation \$ 24,354.85

TOTAL checks/EFTs \$ 1,230,922.78

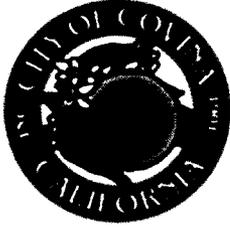
STATE OF CALIFORNIA)
) ss:
COUNTY OF LOS ANGELES)

I, John Michicoff, being first duly sworn, declare that I am the Interim Finance Director of the City of Covina and have read the attached Register(s) of Audited Demands for the City of Covina Accounts Payable for 1/15–1/28/2016; Payroll for 1/28/16; Worker’s Compensation and voids for 1/15–1/28/2016 ; know the contents thereof, and do certify as to the accuracy of the attached demands and the availability of funds for their payment pursuant to the Government Code Section 37202.



for John Michicoff
Interim Finance Director

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**SUCCESSOR AGENCY TO THE
COVINA REDEVELOPMENT AGENCY**

AGENDA REPORT

ITEM NO. CC 3

MEETING DATE: February 16, 2016
TITLE: Payment of Demands
PRESENTED BY: John Michicoff, Interim Finance Director
RECOMMENDATION: Approve Payment of Demands in the amount of \$62,588.91

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

<u>DATE OF DEMANDS</u>	<u>DEMAND NUMBERS</u>	<u>AMOUNT</u>
ACCOUNTS PAYABLE WARRANTS		
Jan. 15 - Jan. 28, 2016	Checks 1276-1282	\$51,691.17
 <u>PAYROLL</u>		
Jan. 28, 2016		\$10,905.78
 <u>VOIDS</u>	Check 1278	(\$8.04)
	GRAND TOTAL:	\$62,588.91

DISCUSSION:

FISCAL IMPACT:

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

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

Respectfully submitted,

John Michicoff
Interim Finance Director

ATTACHMENTS:

Attachment A: Check Register

SUCCESSOR AGENCY TO THE
 COVINA REDEVELOPMENT AGENCY
 Check Register
 Jan. 15 - Jan. 28, 2016

Check #	Check Date	Vendor	Name	Amount
1276	1/21/16	283	BANK OF THE WES	48.01
1277	1/21/16	896	DH MAINTENANCE	95.00
1278	1/21/16	1754	LOWE'S COMPANIE	0.00
1279	1/21/16	1754	LOWE'S COMPANIE	34.08
1280	1/21/16	3135	XO COMMUNICATIO	174.08
1281	1/28/16	572	CATHOLIC CHARIT	1,500.00
1282	1/28/16	2452	RJS FINANCIAL	49,840.00
			<i>subtotal checks</i>	\$51,691.17
			<i>subtotal Payroll</i>	\$10,905.78
			<i>total voids</i>	(\$8.04)
			TOTAL CHECKS/EFT's	\$62,588.91

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

I, John Michicoff, first duly sworn, declare that I am the Interim Finance Director of the City of Covina and have read the attached Register(s) of Audited Demands for the Covina Successor Agency to the Covina Redevelopment Agency Accounts Payable for 1/15–1/28/2016; Payroll for 1/28/16 and voids for 1/15–1/28/2016; know the contents thereof, and do certify as to the accuracy of the attached demands and the availability of funds for their payment pursuant to the Government Code Section 37202.

for 

John Michicoff
Interim Finance Director

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CITY OF COVINA

AGENDA REPORT

ITEM NO. CC 4

MEETING DATE: February 16, 2016

TITLE: Amend a Promissory Note provided under the City of Covina CDBG Housing Rehabilitation program

PRESENTED BY: Brian K. Lee, Director of Community Development

RECOMMENDATION: Approve an amendment to the 2010 Note provided under the City of Covina Community Development Block Grant Housing Rehabilitation program to a qualified homeowner, authorize Reconveyance of the Deed of Trust and authorize the City Manager or her designee to execute related documents.

BACKGROUND:

The City of Covina Housing Rehabilitation Program is funded by Community Development Block Grant and provides rehabilitation of owner-occupied homes for qualifying low-income persons in the City. The program provides for grants up to \$10,000 for single-family homes with additional loan funds, up to \$20,000, for a total of \$30,000, and a grant of up to \$8,000 for owner-occupied mobile homes. The program provides that the grants on single family homes are forgiven over the following five years that the homeowner lives in the home. Grants and loans to single-family homes are secured by an Agreement, and a Note, and the property is liened through a Deed of Trust recorded against the property. Grants to mobile home owners are forgiven within the program year.

DISCUSSION:

In 2010, a homeowner participated in the Housing Rehabilitation program, with renovations that amounted to \$12,000. On June 7, 2011, Item CC9 was brought to Council to request an exception to program limits as previously approved by Council. The participant, known as SL for privacy reasons, received an exception of an additional \$2,000 to the previous grant of \$10,000. A Deed of Trust has been recorded against the property in the amount of \$12,000.

It is the program structure and practice to forgive grants over five years. The homeowner was sent a letter on March 31, 2010, stating that the grant of \$12,000 would be forgiven over five years. However, the note, when prepared, stated that the grant would be forgiven at the rate of 20 percent per year, "up to a maximum of Two Hundred Dollars (\$200) per annum." This was a clerical error. If the note was to be followed, the grant would be forgiven over 60 years. This was never the intent of the program and places an unnecessary burden on the low-income resident. The resident has requested that the lien on her house be removed.

At this time an additional exception is requested of Council, to forgive the grant over a five-year period, in accordance with the *Covina Residential Rehabilitation Grant/Loan Program Handbook—Program Policy Manual* adopted originally by Council in 1995, and revised in 1998, 2001, 2009 and 2013. With Council's approval, an amendment to the note will be executed with the grant forgiven retroactively, and the Deed of Trust will be reconveyed.

The existing note states:

MAKER shall be entitled to a credit against the principal due hereunder equal to 20% of the amount of the grant, up to a maximum of Two Hundred Dollars (\$200.00) per annum for each full calendar year that MAKER owns and occupies the Real Property...

The amendment to the note will state (correction is underlined):

MAKER shall be entitled to a credit against the principal due hereunder equal to 20% of the amount of the grant, up to a maximum of Two Thousand Four Hundred Dollars (\$2,400.00) per annum for each full calendar year that MAKER owns and occupies the Real Property...

This amendment is retroactive to the date of the original note, May 17, 2010.

The Deed of Trust, dated May 17, 2010, was executed to secure the promissory note. After the Note is amended (see Attachment B), a Deed of Reconveyance will be prepared for the City Manager's signature (see Attachment C), and executed. The Reconveyance will be given to the homeowner to record at the office of the Los Angeles County Recorder.

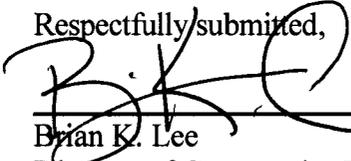
FISCAL IMPACT:

There is no fiscal impact to the general fund.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

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

Respectfully submitted,



Brian K. Lee
Director of Community Development

ATTACHMENTS:

- A. Item CC9, June 7, 2011
- B. Amendment to Note
- C. Deed of Reconveyance

**CITY OF COVINA
AGENDA ITEM COMMENTARY**

MEETING DATE: June 7, 2011

CC 9

ITEM NO: _____

STAFF SOURCE: Robert Neiuber, Director of Community Development *ru*
Debbie Pacheco, Sr. Management Analyst

ITEM TITLE: Approve exception to the Covina Home Rehabilitation Loan/Grant Program and Handyworker Program to allow expenditure of additional funds for necessary work and receive and file update to Community Development Block Grant (CDBG) program

STAFF RECOMMENDATION

Approve exception to the Covina Home Rehabilitation Loan/Grant Program and Handyworker Program to allow expenditure of additional funds for necessary work and receive and file report on Community Development Block Grant (CDBG) program.

FISCAL IMPACT

None.

BACKGROUND

The City of Covina receives federal Community Development Block Grant funds which are budgeted under the Redevelopment and Housing cost center in the Community Development Department budget. Because our municipal population is below 50,000 the City cannot receive the money directly from the federal government, and instead participates in the Urban County Program and receives our funds via the Los Angeles County Community Development Commission (CDC).

The CDC has notified us of a further reduction to what was thought to be the final allocation for Fiscal Year 2011-2012. We had previously been advised that our allocation for FY 2011-2012 was to be \$426,646. We are now in receipt of a letter that will reduce this number eleven percent (11%) to \$380,806.

Under the Community Development Block Grant program, public service (non-capital/non-construction) projects are limited to 15 percent (15%) of the annual allocation. The public service allocation for this year will be \$57,121. Because of the cuts, the focus will be on programs that have been successful in the past. Therefore, we will be eliminating the Recreational Activities Project as a result of this reduction.

Under the Community Development Block Grant program, expenses of administering the program was previously limited to ten percent (10%), however will now be limited to seven and 1/2 percent (7.5%) of the annual allocation. The administration allocation for this year will be \$28,560, a reduction of \$14,104 from the \$42,664 originally projected to be allocated.

EXHIBIT A, Page 1 of 4

Staff will not be bringing back a recommendation to fund trash containers in Prospero Park. The Prospero Park Association members met with the City Manager and Director of Community Development and have decided that as the costs to dispose of waste collected in the trash containers were not going to be paid by the City, that there is then no need to purchase trash containers.

The Covina Home Rehabilitation Loan/Grant Program provides for a grant of \$10,000 with additional funds of up to \$20,000 for a total of \$30,000 for rehabilitation of owner-occupied single family homes and a grant of up to \$8,000 for rehabilitation of owner-occupied mobile homes belonging to income-qualified households. The Handyworker Program allowed \$2,500 for small "fix-it" jobs as well as lead based paint and asbestos testing, with an additional \$3,500 available to cover the cost of lead based paint and/or asbestos abatement, with total not to exceed \$5,000.

For some households, the amounts expended exceeded the Program limits as previously approved by Council and must be approved as an exception to allow the expenditure of additional funds. If approved, all amounts listed are to be treated as grants and forgiven. Please see table below for details of amounts involved. For privacy purposes, the names of the homeowners are not being provided as they are low-income qualified and are residents within the City. If Council would like further details, they are available. If these amounts are not approved as exceptions, City General Fund monies will have to be used to reimburse the CDBG program.

Homeowner	Total Exception Amount to be Approved	Previously Approved by Council 6/17/08	Remaining Exception Amount to be Approved
1 MG	9,513.12	-	9,513.12
2 AH	7,000.00	-	7,000.00
3 WI	8,980.00	-	8,980.00
4 LK	2,595.00	10,000.00	-
5 SL	2,000.00	-	2,000.00
6 CR	6,735.00	4,000.00	2,735.00
7 RS	2,473.00	-	2,473.00
8 CV	2,279.00	7,444.00	-
Total	41,575.12	21,444.00	32,701.12

The following households have outstanding residential rehabilitation loans, but ownership of the property has been transferred. Currently, Deed's of Trust as well as Residential Grant and Loan Agreements are filed with the Los Angeles County Recorder in order to secure the loan against the property. However, these loans originated in the 1980's and 1990's at which time, the City was not recording any kind of documentation with the County Recorder. These amounts need approval to be written off.

Homeowner	Writeoff Amount to be Approved
1 DJ	800.00
2 AW	440.00

Staff will not be bringing back a recommendation to fund trash containers in Prospero Park. The Prospero Park Association members met with the City Manager and Director of Community Development and have decided that as the costs to dispose of waste collected in the trash containers were not going to be paid by the City, that there is then no need to purchase trash containers.

The Covina Home Rehabilitation Loan/Grant Program provides for a grant of \$10,000 with additional funds of up to \$20,000 for a total of \$30,000 for rehabilitation of owner-occupied single family homes and a grant of up to \$8,000 for rehabilitation of owner-occupied mobile homes belonging to income-qualified households. The Handyworker Program allowed \$2,500 for small "fix-it" jobs as well as lead based paint and asbestos testing, with an additional \$3,500 available to cover the cost of lead based paint and/or asbestos abatement, with total not to exceed \$5,000.

For some households, the amounts expended exceeded the Program limits as previously approved by Council and must be approved as an exception to allow the expenditure of additional funds. If approved, all amounts listed are to be treated as grants and forgiven. Please see table below for details of amounts involved. For privacy purposes, the names of the homeowners are not being provided as they are low-income qualified and are residents within the City. If Council would like further details, they are available. If these amounts are not approved as exceptions, City General Fund monies will have to be used to reimburse the CDBG program.

Homeowner	Total Exception Amount to be Approved	Previously Approved by Council 6/17/08	Remaining Exception Amount to be Approved
1 MG	9,513.12	-	9,513.12
2 AH	7,000.00	-	7,000.00
3 WI	8,980.00	-	8,980.00
4 LK	2,595.00	10,000.00	-
5 SL	2,000.00	-	2,000.00
6 CR	6,735.00	4,000.00	2,735.00
7 RS	2,473.00	-	2,473.00
8 CV	2,279.00	7,444.00	-
Total	41,575.12	21,444.00	32,701.12

The following households have outstanding residential rehabilitation loans, but ownership of the property has been transferred. Currently, Deed's of Trust as well as Residential Grant and Loan Agreements are filed with the Los Angeles County Recorder in order to secure the loan against the property. However, these loans originated in the 1980's and 1990's at which time, the City was not recording any kind of documentation with the County Recorder. These amounts need approval to be written off.

Homeowner	Writeoff Amount to be Approved
1 DJ	800.00
2 AW	440.00

The following household has an outstanding residential rehabilitation loan, but ownership of the property has been transferred. Although there was a Residential Grant Agreement recorded with the Los Angeles County Recorder, the property was transferred to new owners without the City being notified. This amount needs approval to be written off.

Homeowner	Writeoff Amount to be Approved
1 MJ	1,418.20

Staff is in the process of identifying all outstanding loan balances. Beginning this year, the homeowners of the outstanding loans will be notified annually of the amount of their loan still outstanding and a reminder of the obligation to repay such loans if homeowners cease to occupy the property or transfer title to the property.

RELEVANCE TO THE STRATEGIC PLAN

This CDBG funding assists enhancing parks and recreation and library services by providing funding for public service programs such as Second Start Literacy and Teen After School activities.

EXHIBITS

A. 2011-2012 Year Funding Table

REVIEW TEAM ONLY	
City Attorney: 	Finance Director: 
City Manager: 	Other: _____

EXHIBIT B

**FIRST AMENDMENT TO NOTE
BETWEEN
THE CITY OF COVINA AND (HOMEOWNER NAME)**

This FIRST AMENDMENT TO the NOTE between the CITY OF COVINA and HOMEOWNER (this "First Amendment") executed and entered into as of February, 2016, is by and between the CITY OF COVINA, a municipal corporation, (the "City"), and HOMEOWNER ("Owner").

- A. The City and Owner are parties to that certain Residential Agreement ("Agreement"), Note, and Deed of Trust, dated as of May 17, 2010.
- B. The original Agreement dated May 17, 2010, provided that the loan/grant shall be a total of \$12,000, to be a grant over a period of five years, if Owner complies with all conditions for such grant on the terms and conditions of the Agreement.
- C. The Note states as follows:

MAKER shall be entitled to a credit against the principal due hereunder equal to 20% of the amount of the grant, up to a maximum of Two Hundred Dollars (\$200.00) per annum for each full calendar year that MAKER owns and occupies the Real Property...

- D. The City and Owner desire to amend the original Note to allow the grant to be forgiven as stated in the Agreement.

NOW, THEREFORE, in consideration of the covenants contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and Owner agree as follows:

The Note is amended to state:

MAKER shall be entitled to a credit against the principal due hereunder equal to 20% of the amount of the grant, up to a maximum of Two Thousand Four Hundred Dollars (\$2,400.00) per annum for each full calendar year that MAKER owns and occupies the Real Property...

This amendment is retroactive to the date of the original note, May 17, 2010.

Except as specifically modified by this First Amendment, the Note shall remain in full force and effect. To the extent of any inconsistency between the terms and conditions of this First Amendment and the Note, the terms and conditions of this First Amendment shall control.

This First Amendment may be executed in any number of identical counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument when each party has signed one such counterpart.

IN WITNESS WHEREOF, City and Owner have caused this First Amendment to be executed as of the day and year first above written.

CITY OF COVINA

Date _____

Andrea M. Miller, City Manager

OWNER

Date: _____

By: _____

EXHIBIT C

RECORDING REQUESTED BY

CITY OF COVINA

AND WHEN RECORDED MAIL TO

CITY OF COVINA
125 E. College Street
Covina, CA 91723-2199
Attn: City Clerk/Housing

[SPACE ABOVE THIS LINE FOR RECORDER'S USE]

DEED OF RECONVEYANCE

PROPERTY DESCRIPTION:

Real property located in the City of Covina County of Los Angeles State of California and legally described as:

(insert Legal Description)

Property is commonly known as _____

The CITY OF COVINA, a municipal corporation, is the Owner and Holder of the Promissory Note Secured by Deed of Trust, made pursuant to the Residential Loan Agreement dated May 17, 2010, executed by _____ as maker for the benefit of the CITY OF COVINA which Deed of Trust was originally recorded on June 10, 2011, in the Office of the County Recorder of Los Angeles County, California, as Instrument Number _____.

The CITY OF COVINA as trustee, in accordance with the provisions of said Deed of Trust, does hereby reconvey without warranty to the person or persons legally entitled thereto all estate now held by it under said Deed of Trust which secures one Promissory Note, a Loan Note for an initial principal amount of Twelve Thousand Dollars (\$12,000).

IN WITNESS WHEREOF, Beneficiary and Trustee CITY OF COVINA, caused these presents to be executed this _____ day of _____, 2016.

BENEFICIARY AND TRUSTEE

CITY OF COVINA

By: _____
Andrea M. Miller, City Manager

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____)

On _____ before me,
_____ (insert name and title of the officer)
personally appeared

_____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)



CITY OF COVINA

AGENDA REPORT

ITEM NO. CC 5

MEETING DATE: February 16, 2016

TITLE: Determination of satisfaction of Note and program requirements and terms for a program participant of the Community Development Block Grant (CDBG) Economic Development Program.

PRESENTED BY: Brian K. Lee, Director of Community Development

RECOMMENDATION:

1. Determine that note terms, agreement terms and program requirements are satisfied for The Artist Pizzeria, LLC, a CDBG Economic Development Program participant;
2. Authorize removal of the loan/grant restrictions upon approval of program compliance by Los Angeles County Community Development Commission, and
3. Authorize the City Manager or her designee to execute related documents.

BACKGROUND

Since 1998, the City Council has approved several economic development loans/grants to businesses through the City's CDBG Economic Development Program. A business that participates in the Economic Development Program must: (1) create or retain one full-time equivalent position for each \$25,000 awarded through an economic development loan/grant; and (2) provide a quarterly report to the CDBG Division of the City's Community Development Department that documents any jobs created or retained. The period of compliance is one year. If the business complies with these requirements for the entire period of compliance, the loan/grant will be forgiven pursuant to the City's program guidelines.

DISCUSSION:

City staff has determined that The Artist Pizzeria, LLC, fulfilled the Economic Development Program's job creation requirements and reported on job creation activity for the entire period of compliance. It is therefore recommended that: (1) the loan/grant be forgiven, contingent upon approval by Los Angeles County Community Development Commission staff; and (2) the bank account held as security be returned to The Artist Pizzeria, LLC.

Business Name	Amount of Loan/Grant	Council date of loan/grant award	Final date of compliance	Years of reporting required	Full-time equivalent jobs created
The Artist Pizzeria 113 N. Citrus Avenue, Covina CA 91723	\$100,000	7/15/2014	12/31/15	1	4

FISCAL IMPACT:

There is no fiscal impact.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

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

Respectfully submitted,



 Brian K. Lee
 Director of Community Development

ATTACHMENTS:

None



CITY OF COVINA

AGENDA REPORT

ITEM NO. CC 6

MEETING DATE: February 16, 2016

TITLE: Request to Amend the Mid-Management, Supervisory and Professional, and Confidential and Technical Employees Compensation Rules to revise the classification of Environmental Services Manager to Environmental Services and Transportation Manager

PRESENTED BY: Danielle Tellez, Director of Human Resources
Siobhan Foster, Director of Public Works

RECOMMENDATION: That the City Council Adopt Resolution No. 16-7461 Amending the Mid-Management, Supervisory and Professional, and Confidential and Technical Employees Compensation Rules, effective July 1, 2013 and revise the classification title of Environmental Services Manager to Environmental Services and Transportation Manager

BACKGROUND:

The Environmental Services Manager classification is included as a mid-management position in the City of Covina Mid-Management, Supervisory and Professional, and Confidential and Technical Employees Compensation Rules effective July 1, 2013. The classification is currently assigned to the Department of Public Works, managing the City's solid waste, storm water, industrial waste, air quality management, energy conservation, and other environmental protection and conservation programs.

DISCUSSION:

In December 2015, the Environmental Services Manager resigned from this position, allowing the Departments of Human Resources and Public Works to evaluate the essential functions of the classification and needs of the Department of Public Works. Through this process, the need to provide managerial oversight to the City's transportation programs and funding became apparent. These duties are currently handled by an entry level analyst with minimal supervision.

The City of Covina receives approximately in \$3.5 million annually in transportation funding through the State Gas Tax Fund (Fund 2300), Proposition A Transportation Fund (Fund 2400), Proposition C Transportation Fund (Fund 2405), Measure R Fund (Fund 2140), and Transportation Development Act Fund (Fund 2407), including \$2.2 million annually in local return monies. Additionally, the Department of Public Works manages Dial-A-Ride program services, the Covina Metrolink Station and Parking Complex, parking operations customer service, and multiple service contracts, including citywide security services and elevator maintenance.

The magnitude of transportation-related responsibilities outlined above merits leadership and day-to-day oversight by a manager with expertise working with transportation agencies such as Metro, SCAG, SCAQMD, and Caltrans and multiple transportation funding sources. Upon review of the Environmental Services Manager classification specification, it became apparent that the transportation-related responsibilities complement the duties of the Environmental Services Manager classification with respect to environmental stewardship and conservation, preparation of applications for state and federal funding and monthly, quarterly, and annual reports to ensure compliance with state and federal requirements, monitoring state, federal and local legislation, and developing and administering operational and capital budgets.

Staff has conducted a survey of several peer agencies to ensure that the revised classification is consistent with the job marketplace. The attached classification specification for the proposed Environmental Services and Transportation Manager reflects the mix of environmental and transportation responsibilities that would be performed by the incumbent. Should the City Council approve the classification title change, the City will commence the recruitment for an Environmental Services and Transportation Manager immediately within the Department of Public Works.

FISCAL IMPACT:

There is no fiscal impact associated with the proposed title change of the existing Environmental Services Manager classification to Environmental Services and Transportation Manager. The salary range for the Environmental Services and Transportation Manager will be the same as the existing Environmental Services Manager classification. Funding for the position is included in the Department of Public Works budget.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

None.

Respectfully submitted,

Danielle Tellez
Director of Human Resources

ATTACHMENTS:

Attachment A: Environmental Services and Transportation Manager Classification Specification
Attachment B: Resolution No. 16-7461

CITY OF COVINA

ENVIRONMENTAL SERVICES AND TRANSPORTATION MANAGER

*Class specifications are only intended to present a descriptive summary of the range of duties and responsibilities associated with specified positions. Therefore, specifications **may not include all** duties performed by individuals within a classification. In addition, specifications are intended to outline the **minimum** qualifications necessary for entry into the class and do not necessarily convey the qualifications of incumbents within the position.*

DEFINITION:

Under general direction, to plan, coordinate, supervise, direct, and review the activities involved in the implementation of environmental protection, conservation, industrial waste, transportation and compliance programs and transportation and transit services; develops and administers contracts with regional and intergovernmental agencies and/or private entities; plans, supervises, monitors and reviews the activities of the Environmental Services and Transportation Divisions of the Public Works Department; performs other related duties as required.

DISTINGUISHING CHARACTERISTICS:

The **Environmental Services and Transportation Manager** is the mid-management classification responsible for managing and overseeing the operations of environmental services and transportation programs for the City within the Public Works Department. This class serves as the division manager exercising responsibility for planning and organizing a variety of assigned environmental and transportation projects, managing the City's transportation funds and ensuring compliance with applicable funding requirements; and directing the work of assigned professional and support staff. This class exercises considerable judgment in designing and managing activities to maintain the City of Covina's compliance with local, state and federal ordinances, codes, regulations, and laws regarding the prevention of pollution of ground, air, and water resources and management of waste from residences, industries, and commercial businesses and transportation programs.

SUPERVISION RECEIVED/EXERCISED:

Receives general direction from higher-level management staff. Exercises technical and functional supervision over lower level public works and office support staff.

ESSENTIAL FUNCTIONS: *(include but are not limited to the following)*

- Prepares and recommends adoption of revisions to the Solid Waste Management Plan; develops and prepares Requests For Proposals and evaluates bidders for service contracts; negotiates agreements with refuse collections and recycling operators and markets for curbside, buyback, drop-off, salvage, plant debris, and other refuse and recycling services; administers, monitors and evaluates refuse collection and disposal and recycling service contracts.

- Manages municipal storm water pollution prevention program; develops, maintains and reports a variety of related data.

ENVIRONMENTAL SERVICES MANAGER

Revised: February 16, 2016

- Oversees the inspection of residential and commercial sites for compliance with associated environmental services programs such as storm water, pollution prevention, hazardous waste disposal, used oil recycling, industrial waste and air quality; provides recommendations and ensures regulatory compliance.
- Keeps records and prepares monthly, quarterly, and annual reports; prepares technical reports and performs a variety of calculations to ensure compliance with state and federal requirements.
- Manage the City's Proposition A, Proposition C, Measure R, State Gas Tax and other externally funded transportation programs; assess, monitor, and report on compliance with funding requirements, including Proposition A, Proposition C, and Measure R Guidelines.
- Manages and plans the City's Dial-A-Ride program; participates in planning, directing, and coordinating transit services and in developing comprehensive plans to satisfy future needs.
- Prepares and monitors National Transit Database (NTD) monthly and annual reporting; coordinates efforts associated with and prepares documents for NTD and Local Return audit, including coordination with Finance Department, Los Angeles Metropolitan Transportation Authority (Metto) auditors and transit services contractor.
- Prepares or directs the preparation of applications of state and federal funding of transportation-related projects; provides staff support to various regional transit planning issues; develops, manages, evaluates and monitors contracts, agreements, and memoranda of understanding; develops and maintains contact with transportation agencies such as Metro, SCAG, SCAQMD, and Caltrans.
- Develops and administers operating budgets for storm water pollution prevention, household hazardous waste, used oil recycling, air quality, resource conservation, industrial waste, waste management, transportation and transit programs; participates in the development and administration of the Environmental Services and Transportation Division budgets; forecasts funds needed for staffing, equipment, materials and supplies; monitors and approves expenditures; directs and implements adjustments as necessary.
- Develops special events and programs to promote and educate the public about recycling, resource conservation, pollution prevention strategies, transportation and transit programs; oversees the preparation of brochures, flyers, reports, flip charts, posters, calendars, articles, displays, exhibits and other educational and promotional items; oversees and directs professional staff in the management of promotional and special events. Coordinates special transportation needs requirements for a variety of special City events.
- Selects, trains, supervises, and evaluates assigned personnel; provides or coordinates staff training; assigns work activities, projects and programs; meets with staff to identify and resolve problems; works with employees to correct deficiencies; provides guidance and operational assistance to other division heads in the areas of budget, personnel management and administrative policy as needed.
- Researches information, prepares presentations, and makes presentations to various educational, civic, business, government and service groups; develops, promotes, and oversees funding/grant

ENVIRONMENTAL SERVICES MANAGER

Revised: February 16, 2016

programs to support specialized activities; coordinates related special activities, such as workshops, demonstrations, green waste/backyard composting programs and hazardous waste roundups.

- Provides technical support to other departments and the general public on environmental services, storm water pollution prevention, air quality programs, industrial waste and solid waste issues; serves as the Employee Transportation Coordinator in support of air quality programs; maintains good working relationships with various local municipal governments and agencies; provides customer service to the public at the counter and on the phone in regards to environmental services programs.
- Monitors federal, state and local legislation involving waste management, storm water management, resource conservation, pollution control issues, transportation and transit services; represents City interests on committees and at public meetings and hearings; researches, develops and initiates related City ordinances and addresses related City Council concerns; prepares local ordinances, policies and procedures for waste management, environmental protection, transportation and transit programs.

PHYSICAL, MENTAL AND ENVIRONMENTAL WORKING CONDITIONS:

Position requires sitting, standing, walking on level and slippery surfaces, reaching, twisting, turning, kneeling, bending, stooping, squatting, crouching, grasping, crawling, and making repetitive hand movement in the performance of daily duties. The position also requires both near and far vision when inspecting work and operating office or testing equipment and acute hearing is required when providing phone and face-to-face service. The need to lift, carry, pull and push tools, supplies and other equipment weighing up to 50 pounds is also required. While performing the duties of this job, the employee occasionally works in outside weather conditions. The employee is occasionally exposed to wet and/or humid conditions, toxic or caustic chemicals.

Some of these requirements may be accommodated for otherwise qualified individuals requiring and requesting such accommodations.

QUALIFICATIONS: *(The following are minimal qualifications necessary for entry into the classification.)*

Education and/or Experience:

Any combination of education and experience that has provided the knowledge, skills and abilities necessary for an **Environmental Services and Transportation Manager**. A typical way of obtaining the required qualifications is to possess a bachelor's degree in environmental science, biology, chemistry, engineering, political science, public administration, legislative and regulatory analysis and compliance, or a related field, and three years of responsible, professional and supervisory experience in solid waste management, recycling, engineering, resource conservation, transportation management or a closely related field which has included implementation and administration of state and federal regulations. A Master's degree is highly desirable.

License/Certificate:

Possession of, or ability to obtain, a valid class C California driver's license.

KNOWLEDGE/ABILITIES/SKILLS: *(The following are a representative sample of the knowledge, skills and abilities necessary to perform the essential duties of the position.)*

ENVIRONMENTAL SERVICES MANAGER

Revised: February 16, 2016

Knowledge of:

Laws relating to environmental compliance, solid waste reduction, storm water pollution prevention in California; solid waste, recycling, resources conservation and transportation principles, practices, methods and trends; developing and managing transportation alternatives and programs, negotiating and monitoring contracts; public agency workings; basic arithmetic and statistical applications; principles of supervision; administrative principles and methods, including goal setting, program and budget development, work planning and organization; budgeting processes; equal employment/affirmative action guidelines and policies; research methods and analysis and formulation of recommendations; immediate, short and long range planning techniques; grant preparation and submission procedures; applicable federal, state and local laws, codes and regulations; standard office procedures, practices and equipment; methods and techniques for record keeping and report preparation and writing; proper English, spelling and grammar; occupational hazards and standard safety practices.

Ability to:

Communicate effectively with employees, consultants, other governmental agency representatives, City officials and the general public; address groups of people, elicit the cooperation of others, readily learn new subject areas, and coordinate a variety of tasks; conduct necessary research and compile comprehensive reports; prepare and administer a variety of environmental compliance programs; negotiate with vendors; assimilate and understand information including legal, technical, and engineering/construction plans; perform statistical analysis; read, interpret and record data accurately; organize, prioritize and follow-up on work assignments; work independently and as part of a team; make sound decisions within established guidelines; analyze a complex issue, and develop and implement an appropriate response; follow written and oral directions; observe safety principles and work in a safe manner; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships.

Skill to:

Operate modern office equipment such as a computer and a Microsoft software and applications related to assignments; safely and effectively operate motor vehicles.

RESOLUTION NO. 16-7461

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, AMENDING THE COMPENSATION RULES FOR THE MID-MANAGEMENT, SUPERVISORY AND PROFESSIONAL, AND CONFIDENTIAL AND TECHNICAL EMPLOYEES

WHEREAS, the City Council must approve any revision of classifications to the Cities' Classification Plan; and

WHEREAS, the Human Resources Department desires to amend the Compensation Rules for the Mid-Management, Supervisory and Professional, and Confidential and technical Employees to change the classification of Environmental Services Manager to the Environmental and Transportation Manager.

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

SECTION 1. The City Council approves and authorizes the Human Resources Director to revise the classification of Environmental Services Manager to the Environmental Services and Transportation Manager as follows:

A. Effective February 16, 2016, the classification of Environmental Services Manager shall be revised to the Environmental Services and Transportation Manager and the salary range shall be \$72,841.95 (Step 1) to \$95,342.60 (Step 8) annually.

APPROVED and PASSED this 16th day of February, 2016.

City of Covina, California

BY: _____
JOHN C. KING, Mayor

ATTEST:

SHARON F. CLARK, Chief Deputy City Clerk

APPROVED AS TO FORM:

CANDICE K. LEE, City Attorney

CERTIFICATION

I, Sharon F. Clark, Chief Deputy City Clerk of the City of Covina, do hereby certify that Resolution No. 16-7461 was duly adopted by the City Council of the City of Covina at a regular meeting held on the 16th day of February, 2016, by the following vote:

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

Dated:

SHARON F. CLARK, Chief Deputy City Clerk



CITY OF COVINA

AGENDA REPORT

ITEM NO. CC 7

MEETING DATE: February 16, 2016

TITLE: Approval of Memorandum of Understanding between the Los Angeles County Metropolitan Transportation Authority and the City of Covina for the Proposition A Discretionary Incentive Grant Program for Collecting and Reporting Data for the National Transit Database for Report Year 2013

PRESENTED BY: Siobhan Foster, Director of Public Works

RECOMMENDATION: Authorize the City Manager to execute the attached Memorandum of Understanding (MOU) between the Los Angeles County Metropolitan Transportation Authority (LACMTA) and the City of Covina for the Proposition A Discretionary Incentive Grant Program for Collecting and Reporting DATA for the National Transit Database for Report Year 2013.

BACKGROUND:

The National Transit Database (NTD) is part of a program to provide incentive funding to transit operators that follow Federal reporting guidelines and submit yearly data to the Federal Transit Administration (FTA).

The City of Covina and many other cities operate locally funded fixed route and dial-a-ride public transit services in Los Angeles County. Rather than have each city report data directly to the Federal Transit Administration (FTA), LACMTA submits a consolidated NTD report to the FTA on behalf of 45+ cities. The data submitted by each of the local operators generates additional Federal Section 5307 capital funds to the region. Once Congress apportions the funds, LACMTA enters into MOUs with each city to make payment to each city for their share of the revenues generated for the LA County region.

DISCUSSION:

The City of Covina participates as a voluntary reporter in the Demand Response mode for Los Angeles County Small Operators by submitting Covina Transit data to the LACMTA and agreeing to an independent audit of Covina Transit operations by an independent audit firm contracted by LACMTA.

There is a two year lag in the receipt of Proposition A Incentive funds and approval of this MOU will allow the City to receive funds from the City's successful passage of the FY 2012-13 operational audit. As a voluntary NTD reporter, the City of Covina is eligible to receive an incentive payment equal to the 70,114 revenue vehicle miles reported by the City multiplied by the FTA unit value of \$0.4193926 per revenue vehicle mile, plus the 64,759 passenger miles reported by the City squared, divided by the \$401,546 operating cost reported by the City,

multiplied by the FTA unit value of \$0.0096635 less the cost of the \$1,404 in audits paid by LACMTA equaling to the amount of \$28,103.

Upon approval of this MOU, the City shall submit one invoice to LACMTA prior to December 31, 2016 in the amount of \$28,103 in order to receive its payment. LACMTA substitutes local funds with federal funds. The local funds provided through this MOU must be spent consistent with Proposition A and C Local Return Guidelines adopted by the LACMTA Board.

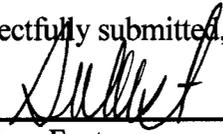
FISCAL IMPACT:

Participation will allow the City of Covina to receive \$28,103 in restricted Proposition A transportation funds from LACMTA in FY 2015-16 for the successful completion of the FY 2012-13 audit. These funds are required to be returned to the Proposition A transit fund (2400-4350) and can be used only for transportation expenses that qualify within the Proposition A and C Local Return Guidelines adopted by the LACMTA Board.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

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

Respectfully submitted,



Siobhan Foster
Director of Public Works

ATTACHMENTS:

Attachment A: Proposition A Discretionary Incentive Grant Program Memorandum of Understanding for Collecting and Reporting Data for the National Transit Database for Report Year 2013

**PROPOSITION A DISCRETIONARY INCENTIVE GRANT PROGRAM
MEMORANDUM OF UNDERSTANDING
FOR COLLECTING AND REPORTING DATA FOR THE
NATIONAL TRANSIT DATABASE
FOR REPORT YEAR 2013**

This Memorandum of Understanding (MOU) is entered into as of September 14, 2015 by and between Los Angeles County Metropolitan Transportation Authority ("LACMTA") and the City of Covina (the "City").

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

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

WHEREAS, at its June 18, 2014 meeting, LACMTA approved the Fiscal Year FY 2014-15 transit fund allocations, which included funds to make payments to all cities that voluntarily reported NTD data for FY 2012-13; and

WHEREAS, the City has been a participant in LACMTA's Consolidated National Transit Database (NTD) Reporters Random Sampling Program for FY 2012-13 and has voluntarily submitted NTD data to the LACMTA for FY 2012-13 which successfully passed independent audit without findings; and

WHEREAS, the City has requested funds under the Proposition A Discretionary Incentive Program for collecting and reporting data for the NTD from the FY 2012-13 Report Year (the "Project"); and

WHEREAS, on September 3, 2015, the Federal Transit Administration (FTA) published in the Federal Register the FY 2014-15 Apportionments, Allocations, and Program Information including unit values for the data reported to the NTD; and

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

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

ARTICLE 1. TERM

1.0 This Memorandum of Understanding ("MOU") will be in effect from **July 1, 2014**, through **June 30, 2016** at which time all unused funds shall lapse.

ARTICLE 2. STANDARDS

- 2.0 To receive payment for the submittal of the FY 2012-13 NTD statistics, the City warrants that it:
- A. Adhered to the Federal Guidelines for collecting and Reporting NTD statistics;
 - B. Prepared and submitted the FY 2012-13 **ANNUAL NTD REPORT** of the City's fixed-route and/or demand response transit service to the LACMTA on or before **September 30, 2013**;
 - C. Allowed the LACMTA to assign an independent auditor to review the submitted FY 2012-13 NTD statistics for conformity in all material respects with the accounting requirements of the FTA as set forth in its applicable Uniform System of Accounts.

ARTICLE 3. PAYMENT OF FUNDS TO CITY

- 3.0 LACMTA shall pay the City for collecting and reporting FY 2012-13 NTD statistics. LACMTA shall pay the City for submitting the FY 2012-13 **ANNUAL NTD REPORT** for the applicable transit services as follows:

DIAL-A-RIDE SERVICE

For City's dial-a-ride service, LACMTA shall pay an amount equal to the 70,114 revenue vehicle miles reported by the City multiplied by the FTA unit value of \$.4193926 per revenue vehicle mile, plus the 64,759 passenger miles reported by the City squared, divided by the \$401,546 operating cost reported by the City, multiplied by the FTA unit value of \$.0096635 less the cost of the \$1,404 in audits paid by LACMTA. See Attachment A for detail.

- 3.1 The City shall submit one invoice to LACMTA prior to **December 31, 2016** in the amount of **\$28,103** in order to receive its payment described above.

3.2 INVOICE BY CITY:

Send invoice with supporting documentation to:

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

Re: LACMTA PO # 910000000PAICOV15 M.S. Pari Ahmadi (99-24-4)

ARTICLE 4. CONDITIONS

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

ARTICLE 5. REMEDIES

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

ARTICLE 6. MISCELLANEOUS

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

ARTICLE 7. CONTACT INFORMATION

- 7.0 LACMTA's Address:
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012
Attention: Pari Ahmadi (99-24-4)
- 7.1 City's Address:
Covina
125 E. College St.
Covina, CA 91723-2199
Attn: Anne Perkins-Yin
APerkins-Yin@covinaca.gov

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

CITY:
City of Covina

Los Angeles County Metropolitan
Transportation Authority

Mayor/City Manager

By: _____
Phillip A. Washington
Chief Executive Officer

Date: _____

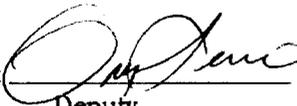
Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

MARY C. WICKHAM
Interim County Counsel

By: _____
Legal Counsel

By: 
Deputy

Date: _____

Date: 9/22/15

Agency	DRSE	Number of Vehicles in Operation	Total Vehicle Miles	Total Vehicle Hours	Total Percentage Miles	Total Percentage Hours	Total Operating Expenses	Total Passenger Miles	Total Passenger Hours	Total	Total	Total	Total	Total	Total	
Alameda	DR	186,428	171,048	16,577	500.511	1,339.511	143,268	748,080	94,281	4,484	86,777	86,777	86,777	86,777	86,777	
Alameda	DR	149,824	121,041	14,064	466.534	108.424	787,879	50,906	2,422	48,484	48,484	48,484	48,484	48,484	48,484	
Alameda	DR	31,433	3,978	2,420	6.432	1,748	151,184	8,828	315	151,184	151,184	151,184	151,184	151,184	151,184	
Alameda	DR	106,793	101,360	9,151	3,940	1,333,440	15,085	130,837	42,534	2,028	40,809	40,809	40,809	40,809	40,809	
Alameda	DR	284,871	24,483	238,396	568.653	1,033,687	15,187	216,777	20,861	11,302	11,807	11,807	11,807	11,807	11,807	
Alameda	DR	56,387	40,926	4,884	18,228	221,983	3,176	282,828	32,865	1,555	31,140	31,140	31,140	31,140	31,140	
Alameda	DR	72,812	72,812	8,252	31,375	31,375	38,747	447,133	44,837	1,795	15,940	15,940	15,940	15,940	15,940	
Alameda	DR	4,464	4,464	4,464	1,179	1,179	48,133	48,133	48,133	48,133	48,133	48,133	48,133	48,133	48,133	48,133
Alameda	DR	83,894	9,614	8,980	190.688	431,187	69,451	554,444	24,483	1,166	23,319	23,319	23,319	23,319	23,319	
Alameda	DR	83,894	9,614	8,980	190.688	431,187	69,451	554,444	24,483	1,166	23,319	23,319	23,319	23,319	23,319	
Alameda	DR	20,567	20,567	23,178	273,178	654,866	12,668	1,266,715	116,004	5,523	110,571	110,571	110,571	110,571	110,571	
Alameda	DR	405,544	31,721	360,529	29,235	1,345,513	2,178,179	2,277,033	1,266,715	159,859	7,805	152,254	152,254	152,254	152,254	
Alameda	DR	327,794	23,047	202,947	1,197	127,680	72,773	394,187	42,343	2,023	40,710	40,710	40,710	40,710	40,710	
Alameda	DR	68,512	6,128	6,128	3,114	1,310,973	92,533	1,227,440	122,300	5,823	116,576	116,576	116,576	116,576	116,576	
Alameda	DR	155,823	14,054	14,054	230,062	551,907	104,099	844,780	62,505	2,852	59,648	59,648	59,648	59,648	59,648	
Alameda	DR	94,132	9,840	7,451	23,845	64,759	8,858	384,858	29,508	1,404	28,103	28,103	28,103	28,103	28,103	
Alameda	DR	34,178	34,088	3,288	181,883	436,043	162,701	162,701	162,701	1,218	24,378	24,378	24,378	24,378	24,378	
Alameda	DR	16,596	14,128	2,872	11,787	40,717	1,874	38,743	3,479	165	3,313	3,313	3,313	3,313	3,313	
Alameda	DR	101,194	80,203	4,478	30,300	802,079	88,886	1,421,297	64,235	3,056	61,180	61,180	61,180	61,180	61,180	
Alameda	DR	4,464	4,464	4,464	1,179	1,179	48,133	48,133	48,133	48,133	48,133	48,133	48,133	48,133	48,133	48,133
Alameda	DR	244,221	24,589	23,524	742,360	1,774,810	285,028	1,991,365	1,872	1,872	37,479	37,479	37,479	37,479	37,479	
Alameda	DR	103,881	9,947	8,811	114,333	1,103,799	12,808	1,087,931	3,848	3,848	16,200	16,200	16,200	16,200	16,200	
Alameda	DR	731,026	81,326	78,683	1,880,616	4,508,788	8,288,387	11,774,078	3,203,333	15,238	305,084	305,084	305,084	305,084	305,084	
Alameda	DR	33,334	3,004	2,672	10,129	24,268	3,488	174,115	13,837	658	13,179	13,179	13,179	13,179	13,179	
Alameda	DR	111,165	14,804	12,971	11,892	70,723	836,458	820,330	43,049	2,048	41,001	41,001	41,001	41,001	41,001	
Alameda	DR	185,852	18,426	17,891	398,005	954,274	146,901	690,897	92,406	4,398	88,010	88,010	88,010	88,010	88,010	
Alameda	DR	40,136	4,024	3,608	63,469	152,178	209,527	187,770	18,421	781	18,640	18,640	18,640	18,640	18,640	
Alameda	DR	279,148	31,701	247,444	29,919	1,350,132	3,237,135	1,172,190	179,453	8,537	170,916	170,916	170,916	170,916	170,916	
Alameda	DR	107,739	10,159	8,643	6,807	21,873	70,880	448,753	37,818	1,790	36,029	36,029	36,029	36,029	36,029	
Alameda	DR	95,593	4,267	4,267	60,391	3,892	145,204	222,326	27,150	1,456	26,140	26,140	26,140	26,140	26,140	
Alameda	DR	28,375	3,468	3,468	17,618	162,124	173,432	173,432	12,041	573	11,468	11,468	11,468	11,468	11,468	
Alameda	DR	84,310	6,866	6,866	11,703	267,624	360,803	338,735	34,713	1,851	33,081	33,081	33,081	33,081	33,081	
Alameda	DR	125,310	8,989	8,989	16,174	54,427	427,033	41,986	385,464	5,064	4,877	4,877	4,877	4,877	4,877	
Alameda	DR	107,739	10,159	8,643	6,807	21,873	70,880	448,753	37,818	1,790	36,029	36,029	36,029	36,029	36,029	
Alameda	DR	153,028	14,715	13,379	327,800	782,221	808,810	782,221	21,384	3,112	22,274	22,274	22,274	22,274	22,274	
Alameda	DR	44,121	5,889	5,246	18,039	65,849	865,961	662,187	18,417	784	15,536	15,536	15,536	15,536	15,536	
Alameda	DR	35,821	4,382	28,179	3,832	21,357	35,894	222,894	11,812	565	11,307	11,307	11,307	11,307	11,307	
Alameda	DR	253,619	20,723	18,640	358,400	859,531	1,089,405	1,040,028	100,452	4,779	95,673	95,673	95,673	95,673	95,673	
Alameda	DR	37,379	4,575	33,709	4,307	14,316	446,278	446,278	14,182	674	13,486	13,486	13,486	13,486	13,486	
Alameda	DR	619,902	53,450	52,481	51,860	1,994,742	3,444,083	3,512,420	279,253	13,265	265,988	265,988	265,988	265,988	265,988	
Alameda	DR	83,731	8,718	7,635	6,711	21,456	374,507	374,507	32,345	1,539	30,808	30,808	30,808	30,808	30,808	
Alameda	DR	135,785	11,062	12,223	131,684	315,755	638,403	638,403	332,742	2,862	53,294	53,294	53,294	53,294	53,294	
Alameda	DR	84,821	6,974	5,891	12,223	43,382	339,868	339,868	5,946	1,140	22,816	22,816	22,816	22,816	22,816	
Alameda	DR	18,993	1,063	1,410	1,063	32,426	189,303	189,303	283	5,675	5,675	5,675	5,675	5,675		
Alameda	DR	89,425	7,189	6,578	202,285	485,031	485,031	485,031	34,604	1,837	36,767	36,767	36,767	36,767	36,767	
Alameda	DR	39,996	4,844	4,844	156,302	8,838	783,451	783,451	65,983	3,187	63,796	63,796	63,796	63,796	63,796	
Alameda	DR	19,996	2,420	2,420	11,103	37,584	37,584	37,584	705	14,122	14,122	14,122	14,122	14,122		
Alameda	DR	19,996	2,420	2,420	11,103	37,584	37,584	37,584	705	14,122	14,122	14,122	14,122	14,122		
Alameda	DR	10,564	1,063	1,063	10,564	10,564	10,564	10,564	3,372	3,372	67,501	67,501	67,501	67,501	67,501	
Alameda	DR	84,331	12,867	10,854	53,927	128,506	638,869	638,869	34,108	1,823	32,445	32,445	32,445	32,445	32,445	
Alameda	DR	7,878,865	683,755	620,160	11,353,039	37,453,287	42,682,275	42,682,275	3,889,848	147,050	3,842,898	3,842,898	3,842,898	3,842,898	3,842,898	
Alameda	DR	3,818,151	344,878	321,451	15,002,859	20,538,777	25,721,569	4,537,140	1,472,885	770,039	1,402,646	1,402,646	1,402,646	1,402,646	1,402,646	
Alameda	DR	596,296	70,015	50,056	57,949	129,254	3,824,855	53,247	3,781,307	214,028	203,848	203,848	203,848	203,848	203,848	
Alameda	DR	4,204,647	422,881	3,882,569	379,430	15,132,313	21,189,879	31,548,424	1,886,710	80,218	1,806,932	1,806,932	1,806,932	1,806,932	1,806,932	
Alameda	DR	11,282,513	1,081,648	989,640	28,398,252	48,952,128	78,028,898	8,781,284	6,179,875	227,218	4,548,457	4,548,457	4,548,457	4,548,457	4,548,457	
Alameda	DR	1,081,648	109,399,812	889,640	28,398,252	48,952,128	78,028,898	8,781,284	6,179,875	227,218	4,548,457	4,548,457	4,548,457	4,548,457	4,548,457	
Alameda	DR	1,081,648	109,399,812	889,640	28,398,252	48,952,128	78,028,898	8,781,284	6,179,875	227,218	4,548,457	4,548,457	4,548,457	4,548,457	4,548,457	
Alameda	DR	1,081,648	109,399,812	889,640	28,398,252	48,952,128	78,028,898	8,781,284	6,179,875	227,218	4,548,457	4,548,457	4,548,457	4,548,457	4,548,457	
Alameda	DR	1,081,648	109,399,812	889,640	28,398,252	48,952,128	78,028,898	8,781,284	6,179,875	227,218	4,548,457	4,548,457	4,548,457	4,548,457	4,548,457	
Alameda	DR	1,081,648	109,399,812	889,640	28,398,252	48,952,128	78,028,898	8,781,284	6,179,875	227,218	4,548,457	4,548,457	4,548,457	4,548,457	4,548,457	
Alameda	DR	1,081,648	109,399,812	889,640	28,398,252	48,952,128	78,028,898	8,781,284	6,179,875	227,218	4,548,457	4,548,457	4,548,457	4,548,457	4,548,457	
Alameda	DR	1,081,648	109,399,812</													



CITY OF COVINA

AGENDA REPORT

ITEM NO. CC 8

MEETING DATE: February 16, 2016

TITLE: Final Acceptance and Filing Notice of Completion for Roycove Reservoir and Pump Station Emergency Project

PRESENTED BY: Siobhan Foster, Director of Public Works

RECOMMENDATION:

- 1) Accept the work performed by Brithinee Electric for the amount of \$29,184.75, A&B Electric for the amount of \$14,965.15 and Control Automation for the amount of \$30,930; and
 - 2) Authorize the City Clerk to file a Notice of Completion for Roycove Reservoir and Pump Station Emergency Project pursuant to Chapter 2.5 (Emergency Contracting Procedures) of the Public Contracts Code.
-

BACKGROUND:

Roycove Reservoir and Pump Station, constructed in 1993 and located at 3001 N. Roycove Drive, has a 500,000-gallon capacity and provides water to Water Zone 5, which includes Terry Way, part of Via Verde Street, three residences on East Covina Hills Road, and Roycove Street. Recently two significant impediments to the operation of Roycove Reservoir and Pump Station have emerged and are in need of immediate attention.

The station recently failed two fire flow tests and did not perform adequately when field conditions simulated a third fire flow test due to the aged VFD system that controls the station's booster pumps. Frequent communication failures between the Roycove Reservoir and Pump Station Supervisory Control and Data Acquisition (SCADA) system and the SCADA base station located at the City Yard are also occurring.

These conditions are indicative of the station's inability to provide adequate water supply to Water Zone 5 for fire protection purposes, in the event of a major fire in Water Zone 5. Upgrade of the booster pump control panel and VFD and SCADA systems at the Roycove Reservoir and Pump Station, including the associated demolition and installation services, must be performed immediately to safeguard and mitigate the loss or impairment of life, health, property, or essential public services.

On October 6, 2015, the City Council adopted Resolution No. 15-7400 for the Roycove Reservoir and Pump Station Emergency Repair Project, declaring that the public interest and necessity demand the immediate expenditure of public money and completion of certain work without competitive bidding to safeguard life, health, or property pursuant to Chapter 2.5 (Emergency Contracting Procedures) of the Public Contracts Code and authorizing the City

Manager to execute all necessary contracts and documents with qualified contractors and vendors to respond to the emergency conditions at Roycove Reservoir and Pump Station.

On October 20, 2015, the City Council adopted Resolution No. 15-7405 confirming the continued existence of an emergency condition for the Roycove Reservoir and Pump Station pursuant to Chapter 2.5 (Emergency Contracting Procedures) of the Public Contracts Code.

On November 3, 2015, the City Council adopted Resolution No. 15-7411 confirming the continued existence of an emergency condition for the Roycove Reservoir and Pump Station pursuant to Chapter 2.5 (Emergency Contracting Procedures) of the Public Contracts Code.

On November 17, 2015, the City Council adopted Resolution No. 15-7417 confirming the continued existence of an emergency condition for the Roycove Reservoir and Pump Station pursuant to Chapter 2.5 (Emergency Contracting Procedures) of the Public Contracts Code.

On December 1, 2015, the City Council adopted Resolution No. 15-7425 confirming the continued existence of an emergency condition for the Roycove Reservoir and Pump Station pursuant to Chapter 2.5 (Emergency Contracting Procedures) of the Public Contracts Code.

On December 15, 2015, the City Council adopted Resolution No. 15-7436 confirming the continued existence of an emergency condition for the Roycove Reservoir and Pump Station pursuant to Chapter 2.5 (Emergency Contracting Procedures) of the Public Contracts Code and approved Change Order No. 1 to upgrade Variable Frequency Drive (VFD) design to allow pumps 2 and 3 to run on the VFD system or in bypass mode, increasing the contract cost with Brithinee Electric by \$970, from \$28,127 to \$29,097.

On January 5, 2016, the City Council adopted Resolution No. 16-7439 confirming the continued existence of an emergency condition for the Roycove Reservoir and Pump Station pursuant to Chapter 2.5 (Emergency Contracting Procedures) of the Public Contracts Code.

On January 19, 2016, the City Council adopted Resolution No. 16-7453 confirming the continued existence of an emergency condition for the Roycove Reservoir and Pump Station pursuant to Chapter 2.5 (Emergency Contracting Procedures) of the Public Contracts Code.

On February 2, 2016, the City Council adopted Resolution No. 16-7459 confirming the continued existence of an emergency condition for the Roycove Reservoir and Pump Station pursuant to Chapter 2.5 (Emergency Contracting Procedures) of the Public Contracts Code, approved Change Order No. 2 to replace and install a new breaker, enclosure, and wiring, increasing the contract cost with A & B Electric by \$2,395.15, from \$12,570.00 to \$14,965.15, and increased the initial contract amount with Brithinee Electric by \$0.45 to reflect the actual cost (instead of the rounded cost) and increase the amount of previously approved Change Order No. 1 by \$87.30, from \$970.00 to 1,057.30 to reflect the addition of sales tax, increasing the contract cost with Brithinee Electric by a cumulative total of \$87.75, from \$29,097.00 to \$29,184.75.

Public Contracts Code Section 22050 requires a governing body that takes action pursuant to subdivision (a) of that Section to review the emergency action at its next regularly scheduled meeting and, by a four-fifths vote, determine that there is a need to continue the action. Adoption of Resolution No. 15-7417 will confirm the continued existence of an emergency condition for Roycove Reservoir and Pump Station pursuant to Chapter 2.5 (Emergency Contracting Procedures) of the Public Contracts Code.

DISCUSSION:

The City Council’s adoption of Resolution No. 15-7405 on October 20, 2015 made the findings needed pursuant to the Public Contracts Code Sections 20168 and 22050 to allow the City Manager to immediately retain the services necessary to rehabilitate the Roycove Reservoir and Pump Station. The City retained without competitive bidding Brithinee Electric to design and build the booster pump control panel (VFD system), A & B Electric to perform demolition and booster pump control panel installation, and Control Automation Design, Inc. to complete the configuration and installation of the SCADA system controls.

Additionally, on December 15, 2015, the City Council approved Change Order No. 1, authorizing Brithinee Electric to upgrade the Variable Frequency Drive (VFD) design to allow pumps 2 and 3 to run on the VFD system or in bypass mode. Further, on February 2, 2016, the City Council approved Change Order No. 2, authorizing A & B Electric to replace and install a new main breaker, enclosure, and wiring.

Vendors completed construction work at the Roycove Reservoir and Pump Station on January 27, 2016. On February 2, 2016, the Department of Public Works performed a fire flow and system test. The booster pump control panel (VFD system) and SCADA system controls passed all inspections and system testing and are fully operational within the City’s water system. This signifies completion of the project.

FISCAL IMPACT:

The fiscal impact associated with the Roycove Reservoir and Pump Station Emergency Repair Project is \$74,539.90, which is less than the original estimated project budget of \$80,000. Sufficient funding for the proposed project is available in the Department of Public Works Department/Water Utility budget (account no. 6011-5060-55420). The following table represents a summary of the project:

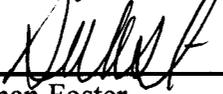
	Budget	Actual
Booster Pump Control Panel/VFD System Upgrade	\$28,127.00	\$29,184.75
SCADA Upgrade	\$30,930.00	\$30,930.00
Demolition and Installation Services	\$12,570.00	\$14,965.15
Contingency Allowance	\$1,210.00	\$0.00
Contract Administration/Inspection	\$7,163.00	\$0.00
Total	\$80,000.00	\$74,539.90

Department of Public Works/Water Division personnel performed contract administration/inspection services. The emergency project had no General Fund impact.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

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

Respectfully submitted,



 Siobhan Foster
 Director of Public Works

ATTACHMENTS:

Attachment A: Notice of Completion

RECORDING REQUESTED BY
City of Covina
125 E. College Street
Covina, CA 91723-2199

AND WHEN RECORDED MAIL TO
Name City Clerk - City of Covina
Street
Address 125 E. College Street
City & Covina
State CA 91723-2199

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Notice of Completion

Notice pursuant to Civil Code Section 3093, must be filed within 10 days after completion.

Notice is hereby given that:

1. The undersigned is owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described.
2. The full name of the owner is the City of Covina.
3. The full address of the owner is 125 E. College Street, Covina CA 91723
4. The nature of the interest or estate of the owner is in fee.
5. The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:

Names	Addresses
NONE	

6. The full names of the predecessors in interest of the undersigned, if the property was transferred subsequent to the commencement of the work of improvement herein referred to:

Names	Addresses
NONE	

7. A work of improvement on the property hereinafter described was completed on 2/2/2016
The work done was: Emergency Repairs to the Roycove Reservoir and Pump Station

8. The name of the contractor, if any, for such work of improvement was Brithinee Electric, A&B Electric and Control Automation

9. The property on which said work of improvement was completed is in the City of Covina, County of Los Angeles, State of California, and is described as follows:
125 East College Street, Covina, CA 91723-2199

10. The Street address of said property is 125 East College Street, Covina, CA 91723-2199
(If no street address has been officially assigned, insert "none".)

Dated 02/16/16

David Gilbertson
City Engineer

Signature of
owner named _____
in paragraph 2 (Seal)

Executed on _____

By Sharon E. Clark, Chief Deputy City Clerk



CITY OF COVINA

AGENDA REPORT

ITEM NO. CC 9

MEETING DATE: February 16, 2016

TITLE: Professional Services Agreement with Blueray Management LLC for Operation of the 2016 Aquatics Programs

PRESENTED BY: Amy Hall-McGrade, Parks & Recreation and Library Services Director
Lisa Evans, Parks & Recreation Manager

RECOMMENDATION: Approve Professional Services Agreement with Blueray Management LLC for Operation of the 2016 Aquatics Programs

BACKGROUND:

The City of Covina’s Aquatics program has historically been fully coordinated and facilitated by City staff. Beginning in 1999, this also included the functions of training and certifying Lifeguards and Lifeguard/Instructors. With the resignation of the Recreation Services Supervisor, a unique opportunity arose to relook at how the city’s Aquatics Program is operated.

DISCUSSION:

The Aquatics Program operates for 10-14 weeks a year with 50-60 seasonal employees, many of whom are high school and college students with varying schedules. Given this program is seasonal with significant training, certification, and risk management issues, maintaining a high level of customer service, high quality programming, effective supervision, and maintaining training and certification standards has been a challenge.

One option explored was the opportunity to contract with an aquatics management company. Two companies provide services in the Covina area and include: Blueray Management, LLC and USA Management. Proposals were received from both companies and are summarized below.

	BLUERAY MANAGEMENT	USA MANAGEMENT
FEES	90% of gross to Blueray 10% of gross to City	\$45,320 administrative fees, plus 10% of net to USA; 90% of net to City
PROJECTED NET COST TO CITY (based on gross revenues of \$212,170, staffing \$170,230, and net revenue \$41,940)	\$190,950 to Blueray \$21,217 City retains	\$45,320 (admin fee) + \$170,230 (staffing) + \$4,194 (10% of net) = \$219,744 to USA Cost to city = \$7,574
SCOPE OF SERVICE	- Staff recruitment, hiring, training - Program development - Marketing/Promotion (web-based) - Manage daily operations	Staff recruitment, hiring, training - Program development - Marketing/Promotion (web-based) - Manage daily operations - Program registration

	BLUERAY MANAGEMENT	USA MANAGEMENT
PROGRAMS	Lessons, Swim Team, Jr Lifeguard, Aquatics Fitness, Special Events Recreational Swim Pool Rentals	Lessons, Swim Team, Jr Lifeguard, Aquatics Fitness, Special Events Recreational Swim Pool Rentals
MARKETING	Electronic Marketing	Electronic Marketing

Blueray is a local company. The company’s President and top two executives met with City staff at length and also toured the aquatics facility. USA Aquatics is a national company. Representative was not willing to meet in person. The information was provided/obtained via email and phone calls. Both companies were flexible regarding program structure, dates, fees, etc. Blueray was agreeable to the City maintaining the registration function, but USA Aquatics was not.

Blueray’s 5-level Progressive Learn-To-Swim program presents detailed goals for participants and is similar to the ELITE Swim Program the City has been offering, which will offer a more seamless transition for customers. City staff will retain the registration function, as they will be better equipped to answer questions regarding the change and also to assist with recommendations on placement in levels, etc. For the summer season, customers also register for multiple activities, and if the registration function is retained by the City for swim, it would maintain a “one stop shop” for customers who register for multiple activities, i.e. swim, sports, classes, day camp, etc.

Blueray has operated the City of Santa Ana’s aquatics program for the past three years. Staff spoke with the supervisor from Santa Ana, Erendira Moreno, regarding Blueray’s performance. Ms. Moreno indicated that they are very satisfied with the program Blueray offers. The original term of their agreement was three years, and they just extended the agreement for two more years. Ms. Moreno stated that Blueray’s staff are skilled and well-trained. Blueray’s management is very organized and responsive. They have had no significant issues, complaints or problems.

The City will maintain a part-time position at the Aquatics Center during select operating hours when money is being received for Recreational Swim, Lap Swimming, etc.

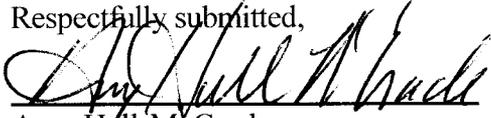
FISCAL IMPACT:

Savings in personnel costs of \$53,800 will be achieved by contracting for services. Also, there will be savings related to future liabilities including retirement benefits and accruals liability, and workers compensation. Pool maintenance costs will remain the responsibility of the City. These costs include contracted pool maintenance, chemicals, repairs, utilities, supplies, etc. The amount in the fiscal year 2015-16 adopted budget for these items is \$36,660, and \$20,570 is included for maintenance staffing. Part-time staff salaries of \$5,000 for pool cashiers are also included in the fiscal year 2015-16 adopted budget.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

None.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Amy Hill-McGrade", written over a horizontal line.

Amy Hill-McGrade

Parks & Recreation and Library Services Director

ATTACHMENTS:

Attachment A: Professional Services Agreement with Blueray Management LLC

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is dated February 16, 2016 (“Effective Date”) and is between the City of Covina, a California municipal corporation (“City”) and Blueray Management, LLC, a California limited liability company (“Contractor”). City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

RECITALS

A. City desires to utilize the services of Contractor as an independent contractor to provide seasonal aquatics programs and services, such as private and group swim lessons, swim team programming, aquatic exercise classes, lifeguard training, junior lifeguard training, recreational swimming, lap swimming, pool rentals, special events, and other aquatic programming as mutually agreed upon at the City’s aquatic facility, the Michael D. Antonovich Aquatic Center (“Aquatic Center”) located at 301 N. Fourth Avenue, Covina, California.

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

C. City desires to retain Contractor and Contractor desires to serve City to perform these services in accordance with the terms and conditions of this Agreement.

The parties therefore agree as follows:

1. Term of Agreement. The term of this Agreement shall be from the Effective Date through December 31, 2016, unless sooner terminated as provided in Section 13 of this Agreement. The Parties may, upon mutual written agreement, extend the term of this Agreement for two (2) additional one (1) year terms. In no event shall the Agreement be extended beyond December 31, 2018.

2. Compensation.

A. Compensation. As full compensation for Contractor’s services provided under this Agreement, City shall pay Contractor ninety percent (90%) of all collected registration fees, based on the rates set forth in the Approved Fee Schedule, attached hereto as **Exhibit A**, for the services described in the Scope of Services, attached hereto as **Exhibit B**. City shall retain the remaining ten percent (10%) of all collected registration fees. For the aquatics programs that are paid as a “drop-in” fee or “pool use” fee, compensation for Contractor’s services shall be at the rate set forth in **Exhibit A**. In no event shall the City pay the Contractor a sum that exceeds Two Hundred Twenty Thousand Dollars (\$220,000.00) (the “maximum compensation”), without an amendment to this Agreement. Any terms in Exhibit A, other than the payment rates and schedule of payment, are null and void.

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

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

3. Contractor's Services.

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

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

C. Time for Performance. Contractor shall commence the services on the Effective Date and shall perform all services in conformance with the dates and times mutually agreed upon and established as the 2016 Aquatics Program.

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

E. Personnel. Contractor has, or will secure at its own expense, all personnel required to perform the services required under this Agreement. All of the services required under this Agreement shall be performed by Contractor or under its supervision, and all personnel engaged in the work shall be qualified to perform such services.

F. Compliance with Laws. The Contractor shall keep itself informed of all local, state and federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Contractor shall at all times observe and comply with all such ordinances, laws and regulations. The City and its agents shall not be liable at law or in equity occasioned by failure of the Contractor to comply with this section.

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

H. Safety equipment. Contractor shall be responsible for providing and maintaining all safety equipment needed to carry out Contractor's duties at the Aquatic Center.

I. Class Cancellation and Rescheduling. If for any reason Contractor must cancel a class or other program, Contractor shall provide City as much prior notification as possible. City will be responsible for contacting all students.

J. Class Enrollment. Classes may be cancelled if enrollment minimums are not met. Contractor will coordinate with City regarding transfer or withdrawal of participants. Contractor shall not exceed maximum class enrollments as set forth in **Exhibit B**.

K. Reasonable Care. Contractor shall operate and maintain with reasonable care the Aquatic Center and any equipment and supplies furnished by City. Contractor shall leave the Aquatic Center and any equipment and supplies furnished by City in good condition after each class and shall secure them as necessary to prevent theft or damage.

L. Attendance Sheets. Contractor shall complete an attendance sheet listing participants' names prior to performance of services and shall submit all attendance sheets to the Parks & Recreation Manager at the conclusion of each swim session.

M. Fingerprinting. Prior to performing services under this Agreement, all personnel shall be fingerprinted through Live Scan for completion of a criminal record check by the State Department of Justice ("DOJ"), at the sole expense of Contractor or its personnel. Contractor's Personnel convicted of a misdemeanor or felony involving moral turpitude according to the DOJ report shall not perform services under this Agreement. If any Contractor Personnel performing services under this Agreement have been convicted of a misdemeanor or felony involving moral turpitude according to the DOJ report, City may terminate this Agreement immediately.

1) Contractor hereby attests that Contractor or its personnel have never been convicted of a misdemeanor or felony involving moral turpitude, or any offense specified in Penal Code Section 11105.3(c)1) or Public Resources Code Section 5164 which resulted in conviction and/or imprisonment.

2) Contractor hereby agrees that Contractor and its personnel shall submit to background screening, by the City pursuant to Penal Code Section 11105.3. City reserves the right to cancel this contract if the Independent Contractor has been convicted of any offense specified in Penal Code Section 11105.3(c)1) or Public Resources Code Section 5164.

3) Contractor hereby agrees and promises to do background checks and screening, pursuant to Penal Code Section 11105.3, of all of its employees or volunteers who will have supervisory or disciplinary authority over minors in City programs or at City facilities, and to notify City if any of these employees or volunteers have been convicted of any criminal offenses and the nature of the offense. Pursuant to Public Resources Code Section 5164, City reserves the right to prohibit the employment or hiring of any individual by Independent Contractor if that individual has been convicted of any offense specified in Penal Code Section 11105.3(c)1) or Public Resources Code Section 5164. Independent Contractor agrees that none

of its employees or volunteers shall work with minors unless the proper screening and notification to City pursuant to the above referenced code sections have taken place.

N. **City Responsibilities.** City shall be responsible for all maintenance, upkeep, cleaning and repairs of the Aquatic Center facility. City shall be solely responsible for compliance with all federal, state, county, city and other governmental health and safety laws with respect to the maintenance and upkeep of the Aquatic Center (“Pool Laws”). City represents and warrants that the Aquatic Center is and will be kept and maintained in strict accordance with such Pool Laws and will be clean, safe and available for use by Contractor as necessary to perform the services set forth in this Agreement.

4. Method of Payment.

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

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

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

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

6. Independent Contractor.

A. Contractor is, and shall at all times remain as to City, a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Contractor shall have no power to incur any debt, obligation, or liability on behalf of City. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor shall not, at any time, or in any manner, represent that it or any of its officers, agents or employees are in any manner employees of City.

B. No employee benefits shall be available to Contractor in connection with the performance of this Agreement. Except for the fees paid to Contractor as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Contractor for performing services hereunder for City. City shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing services hereunder.

7. Confidentiality. All data, documents, discussion, or other information (collectively "data") developed or received by Contractor or provided for performance of this Agreement are deemed confidential. Contractor shall keep all data confidential and shall not disclose any data to any person or entity without City's prior written consent. City shall grant such consent if disclosure is legally required. Contractor shall return all data to City upon the expiration or termination of this Agreement. Contractor's covenant under this Section 7 shall survive the expiration or termination of this Agreement.

8. Conflicts of Interest. Contractor and its officers, employees, associates and subcontractors, if any, shall comply with all conflict of interest statutes of the State of California applicable to Contractor's services under this Agreement, including the Political Reform Act (Gov. Code, § 81000 *et seq.*) and Government Code Section 1090. During the term of this Agreement, Contractor may perform similar services for other clients, but Contractor and its officers, employees, associates and subcontractors shall not, without the City Representative's prior written approval, perform work for another person or entity for whom Contractor is not currently performing work that would require Contractor or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Contractor shall incorporate a clause substantially similar to this Section 8 into any subcontract that Contractor executes in connection with the performance of this Agreement.

9. Indemnification.

A. Indemnities for Third Party Claims.

1) To the fullest extent permitted by law, Contractor shall, at its sole cost and expense, defend, hold harmless and indemnify City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens and losses of any nature whatsoever, including fees of accountants, attorneys or other professionals, and all costs associated therewith, and the payment of all consequential damages (collectively "Liabilities"), in law or equity, whether

actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Contractor, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Contractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the parties. Contractor shall defend the Indemnitees in any action or actions filed in connection with any Liability with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Contractor shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

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

3) Contractor shall obtain executed indemnity agreements with provisions identical to those in this Section 9 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. If Contractor fails to obtain such indemnity obligations, Contractor shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Liabilities in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Contractor's subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Contractor's subcontractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the parties.

B. Workers' Compensation Acts not Limiting. Contractor's indemnifications and obligations under this Section 9, or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

C. Insurance Requirements not Limiting. City does not, and shall not, waive any rights that it may possess against Contractor because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The

indemnities in this Section 9 shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liability, tax, assessment, penalty or interest asserted against City.

D. Survival of Terms. Contractor's indemnifications and obligations under this Section 9 shall survive the expiration or termination of this Agreement.

10. Insurance.

A. Minimum Scope and Limits of Insurance. Contractor shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

1) Commercial General Liability Insurance with a minimum limit of Two Million Dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of Four Million Dollars (\$4,000,000) per project or location. If Contractor is a limited liability company, the commercial general liability coverage shall be amended so that Contractor and its managers, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

2) Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of Two Million Dollars (\$2,000,000) per accident for bodily injury and property damage. If Contractor does not use any owned, non-owned or hired vehicles in the performance of services under this Agreement, Contractor shall obtain a non-owned auto endorsement to the Commercial General Liability policy required under Subparagraph A. 1) of this Section 10.

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

B. Acceptability of Insurers. The insurance policies required under this Section 10 shall be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest edition of the A.M. Best Insurance Rating Guide. Self insurance shall not be considered to comply with the insurance requirements under this Section 10.

C. Additional Insured. The commercial general and automobile liability policies shall contain an endorsement naming the City, its officers, employees, agents and volunteers as additional insureds.

D. Primary and Non-Contributing. The insurance policies required under this Section 10 shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to City. Any insurance or self-insurance maintained by City, its officers,

employees, agents or volunteers, shall be in excess of Contractor's insurance and shall not contribute with it.

E. Contractor's Waiver of Subrogation. The insurance policies required under this Section 10 shall not prohibit Contractor and Contractor's employees, agents or subcontractors from waiving the right of subrogation prior to a loss. Contractor hereby waives all rights of subrogation against City.

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

G. Cancellations or Modifications to Coverage. Contractor shall not cancel, reduce or otherwise modify the insurance policies required by this Section 10 during the term of this Agreement. The commercial general and automobile liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail thirty (30) calendar days' prior written notice to City. If any insurance policy required under this Section 10 is canceled or reduced in coverage or limits, Contractor shall, within two (2) business days of notice from the insurer, phone, fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.

H. City Remedy for Noncompliance. If Contractor does not maintain the policies of insurance required under this Section 10 in full force and effect during the term of this Agreement, or in the event any of Contractor's policies do not comply with the requirements under this Section 10, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may, but has no duty to, take out the necessary insurance and pay, at Contractor's expense, the premium thereon. Contractor shall promptly reimburse City for any premium paid by City or City may withhold amounts sufficient to pay the premiums from payments due to Contractor.

I. Evidence of Insurance. Prior to the performance of services under this Agreement, Contractor shall furnish City's Risk Manager with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Section 10. The endorsements are subject to City's approval. Contractor may provide complete, certified copies of all required insurance policies to City. Contractor shall maintain current endorsements on file with City's Risk Manager. Contractor shall provide proof to City's Risk Manager that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Contractor shall furnish such proof at least two (2) weeks prior to the expiration of the coverages.

J. Indemnity Requirements not Limiting. Procurement of insurance by Contractor shall not be construed as a limitation of Contractor's liability or as full performance of Contractor's duty to indemnify City under Section 9 of this Agreement.

K. Subcontractor Insurance Requirements. Contractor shall require each of its subcontractors that perform services under this Agreement to maintain insurance coverage that meets all of the requirements of this Section 10.

11. Mutual Cooperation.

A. City's Cooperation. City shall provide Contractor with all pertinent data, documents and other requested information as is reasonably available for Contractor's proper performance of the services required under this Agreement.

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

12. Records and Inspections. Contractor shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three (3) years. Contractor shall, without charge, provide City with access to the records during normal business hours. City may examine and audit the records and make transcripts therefrom, and inspect all program data, documents, proceedings and activities.

13. Termination or Suspension of Agreement.

A. Right to Terminate or Suspend. Unless otherwise provided in this Agreement, City may terminate or suspend this Agreement at any time, at will, for any reason or no reason, after giving written notice to Contractor at least seven (7) calendar days before the termination or suspension is to be effective. Contractor may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to City at least sixty (60) calendar days before the termination is to be effective.

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

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

15. Notices. Any notices, consents, requests, demands, bills, invoices, reports or other communications which either party may desire to give to the other party under this Agreement

must be in writing and conclusively deemed effective: (a) on personal delivery, (b) on confirmed delivery by reputable document delivery service or courier service during Contractor's and City's regular business hours, or (c) five business days after deposit in the United States mail, by first class mail, postage prepaid, and addressed to the party to be notified as set forth below:

If to City:
City of Covina
Parks & Recreation Department
125 E. College Street|
Covina, California 91723

If to Contractor:
Blueray Management LLC
Attn: Abby Pearose
PO Box 12529
Newport Beach, California 92658

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

17. Prohibition of Assignment and Delegation. Contractor shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, without City's prior written consent. City's consent to an assignment of rights under this Agreement shall not release Contractor from any of its obligations or alter any of its primary obligations to be performed under this Agreement. Any attempted assignment or delegation in violation of this Section 17 shall be void and of no effect and shall entitle City to terminate this Agreement. As used in this Section 17, "assignment" and "delegation" means any sale, gift, pledge, hypothecation, encumbrance or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs.

18. No Third Party Beneficiaries Intended. Except as otherwise provided in Section 9, this Agreement is made solely for the benefit of the parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

19. Waiver. No delay or omission to exercise any right, power or remedy accruing to City under this Agreement shall impair any right, power or remedy of City, nor shall it be construed as a waiver of, or consent to, any breach or default. No waiver of any breach, any failure of a condition, or any right or remedy under this Agreement shall be (1) effective unless it is in writing and signed by the party making the waiver, (2) deemed to be a waiver of, or consent to, any other breach, failure of a condition, or right or remedy, or (3) deemed to constitute a continuing waiver unless the writing expressly so states.

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

21. Entire Agreement. This Agreement and all exhibits referred to in this Agreement constitute the final, complete and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement and supersede all other prior or contemporaneous oral or written understandings and agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty except those expressly set forth in this Agreement.

22. Amendment of Agreement. This Agreement may be amended only by a writing signed by both parties. The City Manager is authorized to sign an amendment to this Agreement on the City Council's behalf and without the City Council's prior approval to make the following non-substantive modifications to the Agreement: (a) name changes; (b) extensions of time; (c) non-monetary changes in the scope of work; and (d) termination of the Agreement.

23. Headings. The headings in this Agreement are included solely for convenience of reference and shall not affect the interpretation of any provision of this Agreement or any of the rights or obligations of the parties to this Agreement.

24. Word Usage. Unless the context clearly requires otherwise, (a) the words "shall," "will" and "agrees" are mandatory and "may" is permissive; (b) "or" is not exclusive; and (c) "includes" or "including" are not limiting.

25. Time of the Essence. Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

26. Governing Law and Choice of Forum. This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. Any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be resolved in a municipal, superior or federal court with geographic jurisdiction over the City of Covina.

27. Attorneys' Fees. In any litigation or other proceeding by which one party seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded reasonable attorneys' fees together with any costs and expenses, to resolve the dispute and to enforce the final judgment.

28. Severability. If a court of competent jurisdiction holds any provision of this Agreement to be illegal, invalid or unenforceable for any reason, the validity of and enforceability of the

remaining provisions of this Agreement shall not be affected and continue in full force and effect.

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

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

City:

City of Covina,
a California municipal corporation

Contractor:

Blueray Management, LLC
a Limited Liability Company

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

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

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

APPROVED AS TO FORM:

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

EXHIBIT A
APPROVED FEE SCHEDULE

Contractor will be compensated at a rate of ninety percent (90%) of all collected registration fees for the following programs:

PROGRAM	FEE
Weekday Group Lessons	\$60
Weekday Semi-Private Lessons	\$110
Weekday Private Lessons	\$160
Saturday Group Lessons	\$40
Saturday Semi-Private Lessons	\$70
Saturday Private Lessons	\$100
Swim Team	\$195
Junior Lifeguard Course	\$100
Water Exercise Course	\$95

For Recreational Swimming, Lap Swimming, Pool Rentals, and Special Events, Contractor will be compensated at rates not to exceed:

- Twenty-four dollars (\$24.00) per hour per Lifeguard
- Twenty-eight dollars (\$28.00) per hour per Pool Supervisor

EXHIBIT B
SCOPE OF SERVICES

Blueray shall perform all services under this agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Blueray represents and maintains that it is skilled in the professional calling necessary to perform the Services. Blueray warrants that all employees and sub consultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Blueray represents that it, its employees and sub consultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the services and that such licenses and approvals shall be maintained throughout the term of this Agreement. Blueray shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Services, including all Cal/OSHA requirements, and shall give all notices required by law.

Blueray will provide the support for personnel and equipment for the learn-to-swim program, private lessons, swim team, junior lifeguard program, aquatics exercise classes, and any additional aquatic programs that will benefit the residents of the City of Covina. Blueray will coordinate with City the scheduling of the programs offered. Blueray may add other programs with prior approval from the City.

Blueray will provide swim lessons to the participants ages 18 months and up. Blueray's "Learn to Swim" program will follow a combination between American Red Cross and Blueray's Progressive Learn to Swim program. The program will operate on a schedule determined by Blueray and approved by City. Blueray's swim lessons are 40 (forty) minutes in length. Lessons will be taught with a maximum of six (6) students per instructor. The only exception is "Parent and Me" and adult classes, which can accommodate up to ten (10) students with the support of parent involvement.

Blueray will operate Swim Team programming for ages 5 to 17. Responsibilities included are coaching of swim team members, scheduling and organizing of swim meets, scheduling and organizing all practice dates and times, and the supply of apparel to swim team participants.

Blueray will provide qualified personnel as required for lifeguard training, pool rentals, recreational swimming, lap swimming, and special events.

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CITY OF COVINA

AGENDA REPORT

ITEM NO. CC 10

- MEETING DATE:** February 16, 2016
- TITLE:** Limited Term Permit and Permit and License Agreement between the County of Los Angeles and the City of Covina for the Use of Valleydale Park for Senior Center Program
- PRESENTED BY:** Amy Hall-McGrade, Parks & Recreation and Library Services Director
- RECOMMENDATION:**
- 1) Approve the Limited Term Permit (up to 90-days) between the County of Los Angeles and the City of Covina for the use of Valleydale Park for Senior Center Programs while the Final Permit and License Agreement is being completed.
 - 2) Approve the Permit and License Agreement between the County of Los Angeles and the City of Covina for the Use of Valleydale Park for Senior Center Programs.
 - 3) Authorize City Manager to sign the Limited Term Permit and the Permit and License Agreement.
-

BACKGROUND:

On December 15, 2015, the City Council received a report on the research findings for relocation of the senior programming and directed that staff pursue the temporary relocation of senior programs to Valleydale Park Community Center. A total of 26 facilities were determined as possible locations to relocate senior programming. All available sites were evaluated based on uniform criteria using a "Facility Report Card." The criteria included ADA compliance, facility condition and parking, space to accommodate programs, and kitchen/dining capacity for the congregate meal program. Following extensive analysis, including site visits, it was concluded, and the City Council concurred, that Valleydale Park Community Center met the facility needs best and would be able to accommodate the majority of current programs and services.

DISCUSSION:

On December 8, 2015, the County sent the first draft of the Joint Use Agreement for the senior programs to be relocated to Valleydale Park Community Center. There have been nine revisions to the Joint Use Agreement which included the City Attorney and the Risk Manager. On February 8, 2016, the City received from the County their new direction which included two different agreements that the City and County would enter into. The first agreement would be a Limited Term Permit (up to 90 Days). The second agreement would be a Permit and License Agreement which would follow the first 90-day agreement. It is the intent of City staff to move into the Valleydale Park Community Center beginning February 25 and begin senior programming on Monday, February 29, 2016. The Limited Term Permit would ensure that the

scheduled moving dates will be kept and avoid additional confusion for the seniors. Staff is requesting that City Council authorize the City Manager to sign the Limited Term Permit.

The terms of the permit would include the use of the Valleydale Park Community Center to provide high-quality senior programming for Covina's senior population for a period of up to two years. As part of the terms, the City is provided with the use of two office spaces, the auditorium, community room, and one room dedicated solely for City use. In addition, the City is allowed use of the facility on an as needed basis for Saturday programming.

The Limited Term Permit may be terminated at any time by the City and would not obligate the City to pay any rental fee. The City would be required to pay for its own moving expenses and cabling and hardware costs and any consume general building maintenance supplies and utility charges for the time period spent at Valleydale Park Community Center. Funding is included in the fiscal year 2015-2016 adopted budget.

During the 90-days under the Limited Term Permit, the City and the County will continue to review and complete the proposed Permit and License Agreement. To avoid the potential for the delay in processing, staff requests that the City Council authorize the City Manager to sign the Permit and License Agreement once it is finalized by the County, City staff and the City Attorney's office. This agreement would contain terms consistent with those in the 90-day Limited Term Permit.

FISCAL IMPACT:

The fiscal impacts are as follows:

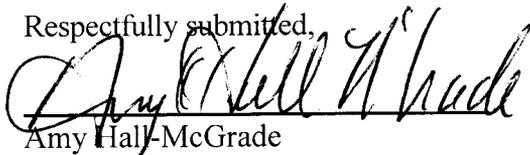
- Moving Company \$1,955.00
- IT cabling, hardware and Internet access (for 2 years) will cost \$3,141.27
- Utility charges of \$1,200.00 per month
- Supply charges (toilet paper, paper towels, seat covers, soap, etc.) \$250 per month
- Sewing Machines \$400.00

These costs would be funded by the amounts budgeted for similar items at the existing Joslyn Center, which would no longer be needed once the facility is closed. Sufficient funding is included in the FY 2015-2016 adopted budget.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

The project has been reviewed for compliance with the California Environmental Quality Act (CEQA) and is exempt per Section 15061 (b) (3). The project is covered by the General Rule that CEQA applies on to projects that have the potential for causing a significant effect on the environment. The review of senior programming options will not result in any significant effect on the environment.

Respectfully submitted,



Amy Hall-McGrade
Parks & Recreation and Library Services Director

ATTACHMENT:

None.



CITY OF COVINA

AGENDA REPORT

ITEM NO. CC 11

MEETING DATE: February 16, 2016

TITLE: **Professional Services Agreement with Vavrinek Trine Day & Company, LLP**

PRESENTED BY: Dennis Swink, Interim Finance Director
Theresa D. Franke, Interim Finance Manager

RECOMMENDATION: Approve the Professional Services Agreement for Accounting Services with Vavrinek Trine Day & Company, LLP

BACKGROUND:

With the recent change in management and departure of long-term personnel, it has been necessary to outsource a significant portion of the 2015 fiscal year-end closing duties to Vavrinek Trine Day and Company, LLP (VTD), a firm with over 225 employees which consistently ranks among the top regionally based CPA firms. In the outsourced capacity, the firm has become familiar with the intricacies of the City's finances.

DISCUSSION:

Covina Municipal Code (CMC) Section 2.20.060 allows the City Manager to authorize purchases and contracts for services with an estimated value of \$25,000 or less. The City Council shall authorize purchases and contracts for services with an estimated value greater than \$25,000. This may be a single purchase or aggregate purchases with one vendor for the year.

Further, CMC Section 2.20.175 states that the purchase of professional and specialized services by firms shall be made on the basis of demonstrated competence and experience of the service provider and on the professional qualifications necessary for the satisfactory performance of the services required. However, neither formal nor informal bidding shall be required prior to the purchase of professional or specialized services.

VTD has assisted with Fiscal Year 2015 accounting entries and analysis. With the City's annual audit nearing completion and the need for additional accounting support to ensure completion of the audit and preparation for critical projects such as the completion of the mid-year budget analysis, which will be presented to the City Council next month and the Fiscal Year 2016-17 budget, additional funding in excess of the \$25,000 initially allocated is needed. VTD's unique understanding of the complexities of the City's financial details makes it prudent to engage the firm for assistance in responding to auditor needs and questions.

FISCAL IMPACT:

The proposed professional services agreement stipulates a maximum expenditure of \$35,000, which will be funded by savings in salaries and benefits.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

None.

Respectfully submitted,

Theresa Franke
Interim Finance Manager

ATTACHMENTS:

Attachment A: Vavrinek Trine Day & Associates, LLP Professional Services Agreement

ATTACHMENT A

**CITY OF COVINA
PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF COVINA AND VAVRINEK TRINE DAY AND CO., LLP.**

**CITY OF COVINA
PROFESSIONAL SERVICES AGREEMENT**

1. PARTIES AND DATE.

This Agreement is made and entered into this 16th day of February, 2016 by and between the City of Covina, a municipal corporation organized under the laws of the State of California with its principal place of business at 125 East College Street, Covina, California 91723 (“City”) and Vavrinek Trine Day and Co., LLP, a Limited Liability Partnership with its principal place of business at 10681 Foothill Blvd., Suite 300, Rancho Cucamonga CA 91730 (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing accounting services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project

City desires to engage Consultant to render such services for the Coordination of the Financial Audit, Fiscal Year Ended June 30, 2015 project (“Project”) as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional accounting consulting services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules, and regulations.

3.1.2 Term. The term of this Agreement shall be from February 17, 2016 to August 31, 2016, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: Brent Miller and Mona-Marie Broesel.

3.2.5 City's Representative. The City hereby designates Theresa Franke, Interim Finance Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.6 Consultant's Representative. Consultant hereby designates Joe Aguilar, or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to

represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Period of Performance and Liquidated Damages. Consultant shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Consultant shall also perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be separately agreed upon in writing by the City and Consultant ("Performance Milestones"). Consultant agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such Project Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage.

3.2.10 Laws and Regulations; Employee/Labor Certifications. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this

Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10.1 Employment Eligibility; Consultant. By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Consultant. Consultant also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. Consultant shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Consultant shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Consultant's compliance with the requirements provided for in Section 3.2.10 or any of its sub-sections.

3.2.10.2 Employment Eligibility; Subcontractors, Consultants, Sub-subcontractors and Subconsultants. To the same extent and under the same conditions as Consultant, Consultant shall require all of its subcontractors, consultants, sub-subcontractors and subconsultants performing any work relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.10.1.

3.2.10.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Consultant verifies that they are a duly authorized officer of Consultant, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Consultant or its subcontractors, consultants, sub-subcontractors or subconsultants to meet any of the requirements provided for in Sections 3.2.10.1 or 3.2.10.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Consultant under Section 3.2.10.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.2.10.4 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.2.10.5 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry,

sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.10.6 Air Quality. To the extent applicable, Consultant must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Although the SCAQMD and CARB limits and requirements are more broad, Consultant shall specifically be aware of their application to "portable equipment", which definition is considered by SCAQMD and CARB to include any item of equipment with a fuel-powered engine. Consultant shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Consultant, its subconsultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

3.2.11 Insurance.

3.2.11.1 Time for Compliance. Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this Section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this Section.

3.2.11.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subconsultants. Consultant shall also require all of its subconsultants to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

A. Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. The policy shall not contain any exclusion contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for (1) contractual liability (including but not limited to ISO CG 24 26 or 21 29); or (2) cross liability for claims or suits by one insured against another.

B. Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability* \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with

general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease. Defense costs shall be paid in addition to the limits.

C. Notices; Cancellation or Reduction of Coverage. At least fifteen (15) days prior to the expiration of any such policy, evidence showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or materially reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be promptly reimbursed by Consultant or the City may withhold amounts sufficient to pay premium from Consultant payments. In the alternative, the City may suspend or terminate this Agreement.

3.2.11.3 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$1,000,000 per claim, and shall be endorsed to include contractual liability. Defense costs shall be paid in addition to the limits.

3.2.11.4 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

A. General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) using ISO CG forms 20 10 and 20 37, or endorsements providing the exact same coverage, the City of Covina, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Services or ongoing and completed operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work; and (2) using ISO form 20 01, or endorsements providing the exact same coverage, the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any excess insurance shall contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the City, before the City's own primary insurance or self-insurance shall be called upon to protect it as a named insured. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 3.2.11.2(B), any available insurance proceeds in excess of the specified

minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.2.11.4(A).

B. Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 3.2.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.2.11.4(B).

C. Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

D. All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days (10 days for nonpayment of premium) prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents, and volunteers. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officials, officers, employees, agents and volunteers, or any other additional insureds.

3.2.11.5 Separation of Insureds; No Special Limitations; Waiver of Subrogation. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents, and volunteers. All policies shall waive any right of subrogation of the insurer against the City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

3.2.11.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Consultant shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or

self-insured retentions as respects the City, its directors, officials, officers, employees, agents, and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

3.2.11.7 Subconsultant Insurance Requirements. Consultant shall not allow any subconsultants to commence work on any subcontract relating to the work under the Agreement until they have provided evidence satisfactory to the City that they have secured all insurance required under this Section. If requested by Consultant, the City may approve different scopes or minimum limits of insurance for particular subconsultants. The Consultant and the City shall be named as additional insureds on all subconsultants' policies of Commercial General Liability using ISO form 20 38, or coverage at least as broad.

3.2.11.8 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the City.

3.2.11.9 Verification of Coverage. Consultant shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

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

3.2.12 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.13 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work,

data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.2.14 Storm Water Management.

3.2.14.1 Generally. Storm, surface, nuisance, or other waters may be encountered at various times during the Services. Consultant hereby acknowledges that it has investigated the risk arising from such waters, and assumes any and all risks and liabilities arising therefrom.

3.2.14.2 Compliance with Water Quality Laws, Ordinances and Regulations. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251 *et seq*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant shall additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges.

3.2.14.3 Standard of Care. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the work assigned to them without impacting water quality in violation of the laws, regulations and policies described in Sections 3.2.14 of this Agreement. Consultant further warrants that it, its employees and subcontractors have or will receive adequate training, as determined by the City, regarding these requirements as they may relate to the Services, and will provide the City with documentation of training acceptable to the City on request.

3.2.14.4 Liability for Non-compliance.

(A) Indemnity: Failure to comply with laws, regulations, and ordinances listed in Section 3.2.14 of this Agreement is a violation of federal and state law. Notwithstanding any other indemnity contained in this Agreement, Consultant agrees to indemnify and hold harmless the City, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which the City, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the laws, regulations, and ordinances listed above, arising out of or in connection with the Services, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(B) Defense: City reserves the right to defend any enforcement action or civil action brought against the City for Consultant's failure to comply with any applicable water quality law, regulation, or policy. Consultant hereby agrees to be bound by, and

to reimburse the City for the costs associated with, any settlement reached between the City and the relevant enforcement entity.

(C) **Damages:** City may seek damages from Consultant for delay in completing the Services caused by Consultant's failure to comply with the laws, regulations and policies described in Section 3.2.14 of this Agreement, or any other relevant water quality law, regulation, or policy.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed Thirty-Five Thousand Dollars (\$35,000) without written approval of City Manager. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3.5 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold

the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.3.6 Registration. Effective March 1, 2015, if the Services are being performed as part of an applicable “public works” or “maintenance” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such Services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements.

3.4 Termination of Agreement.

3.4.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.4.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.4.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5 Ownership of Materials and Confidentiality.

3.5.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement (“Documents & Data”). All Documents & Data shall be and remain the property of City, and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction

and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

3.5.2 Subconsultants. Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by the City.

3.5.3 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

3.5.4 Indemnification. Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.5.5 Confidentiality. All Documents & Data, either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant. All Documents & Data shall not, without the prior written consent of City, be used or reproduced by Consultant for any purposes other than the performance of the Services. Consultant shall not disclose, cause or facilitate the disclosure of the Documents & Data to any

person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant that is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.6 General Provisions.

3.6.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant:

Joe Aguilar
Vavrinek Trine Day and Company, LLP
10681 Foothill Blvd., Suite 300
Rancho Cucamonga, CA 91730

City:

City of Covina
125 E. College St.
Covina, CA 91723
Attn: Theresa Franke, Interim Finance Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.6.2 Indemnification.

3.6.2.1 Scope of Indemnity. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

3.6.2.2 Additional Indemnity Obligations. Consultant shall defend, with Counsel of City's choosing and at Consultant's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 3.6.2.1 that may be brought or instituted against City or its directors, officials, officers, employees, volunteers and agents. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Consultant shall also reimburse City for the cost of any settlement paid by City or its directors, officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Consultant shall reimburse City and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents, or volunteers.

3.6.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Los Angeles County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.

3.6.4 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.6.5 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.6.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.6.7 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecatees or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.6.8 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any

term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.6.9 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.6.10 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.6.11 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.6.7, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.6.12 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.6.13 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.6.14 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.6.15 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.6.16 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party

warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.6.17 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.6.18 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

[SIGNATURES ON NEXT PAGE]

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF COVINA
AND VAVRINEK TRINE DAY & CO., LLP**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the 16th day of February, 2016.

CITY OF COVINA

By: _____
Andrea M. Miller
City Manager

Attest: _____
Sharon F. Clark
Chief Deputy City Clerk

**VAVRINEK TRINE DAY AND CO. a
California Limited Liability Partnership**

By:  _____
(Officer Signature)

Joseph Aguilar
Name (Print)

Partner
Title of Officer (Print)

By: _____
(Officer Signature)

Name (Print)

Title of Officer (Print)

EXHIBIT "A"
SCOPE OF SERVICES

Consultant shall act in a support role to the existing Finance staff in responding to questions and needs as presented by the City's audit firm. In addition, Consultant shall prepare schedules and supply related working papers as necessary in analyzing and support of the financial audit and preparation of the City of Covina's 2015 Consolidated Annual Financial Report.

In addition, Consultant shall bring the City up to date on 2015-16 bank reconciliations and prepare schedules as directed in preparation of the 2016 Fiscal Year financial reports.

EXHIBIT "B"
SCHEDULE OF SERVICES

Services shall commence February 17th, 2016 and cease upon completion of Fiscal Year 2016 financial schedules

EXHIBIT "C"
COMPENSATION

Accounting Services to be billed at the following rates:

J. Aguilar - \$190/hour

B. Miller - \$160/hour

M. Broesel - \$130/hour

Sr. Accountant - \$110/hour

Staff Accountant - \$85/hour

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CITY OF COVINA

AGENDA REPORT

ITEM NO. CC 12

MEETING DATE: February 16, 2016

TITLE: City Council to adopt Resolution No. 16-7462, to approve an employment agreement with retired PERS annuitant for Finance Director Services for a limited duration

PRESENTED BY: Andrea Miller, City Manager

RECOMMENDATION: That the City Council approve the following actions:

- 1) Adopt Resolution No. 16-7462, Appointing Dennis Swink as Interim Finance Director; and
- 2) Authorize the City Manager to Approve a Retired Annuitant Employment Agreement with Dennis Swink

BACKGROUND:

The Finance Director position became vacant in May, 2015. The position has been staffed by John Michicoff on an Interim basis since July 1, 2015. John's departure was necessitated by the CalPERS restrictions on the number of hours retired annuitants are permitted to work in CalPERS agencies. John's last day in this interim assignment was Thursday, February 4, 2016.

DISCUSSION:

The recruitment for a permanent Finance Director is underway. The application period closed on Friday, February 5, 2016. To ensure the position reached a broad audience in the hopes of attracting a pool of talented candidates, the City engaged the Executive Recruitment Firm of Avery and Associates. The firm has been advertising the position, reaching out to highly qualified potential candidates and encouraging applications. The recruiter indicated that there are several qualified applicants who have applied for the position. An outside panel is being assembled to assist with the evaluation and selection process. We anticipate interviews will be conducted in late February and hope to have the permanent Finance Director on board soon.

During the recruitment process, the City was fortunate to have attracted Dennis Swink to serve as the Interim Finance Director. An accelerated start date February 8, 2016 was necessitated by the City's critical need to have a Finance Director immediately available. Dennis has worked in a number of increasingly responsible positions in local government agencies since 1982, including the cities of Claremont, Glendora, Ontario, Alhambra and West Covina. Following retirement from the city of West Covina as the City Controller, Dennis has continued his career serving in interim position in finance. Dennis's resume is attached for your review.

FISCAL IMPACT:

Funding for this Interim appointment will come from the Finance Department Part Time Employee account No. 1010-0500-50015 (40%); Information Technology Part Time Employee account No. 7200-6200-50015 (25%); Water Fund Administration Part Time Employee account

DENNIS P. SWINK

EXPERIENCE

Interim Finance Director – City of West Covina – October 2014 thru July 2015

Completed special audits with State Controllers audit team, completed the year end process and annual audit and comprehensive financial report, worked with department heads on financial issues. Started the budget process for the upcoming fiscal year. Participated in the recruitment of the new Finance Director.

City Controller – City of West Covina – 10/00 – 6/30/12; Interim 7/1/12 to 8/15/13

Responsible for preparation and administration of award winning \$100 million budget. Interact with City Manager and City Council on special projects such as costing employee bargaining proposals and budget study sessions. Write and present staff reports. Respond to finance related questions at City Council meetings and closed sessions. Manage the City's cash including the investment of surplus funds and management of City banking relationships. Responsible for bond issuance and reporting. Supervise, train and evaluate professional, technical and clerical staff. Act as Finance Director in the department head's absence.

Administrative Analyst II – City of West Covina – 8/99 – 10/00

Participated in the issuance of \$3,945,000 in 1999 variable rate bonds. Responsible for preparation of the departmental budget. Assisted in the development of the Redevelopment Agency's Financial Plan. Complete the State Controller's Annual Report of Financial Transactions and Housing Report. Represented the City on the Chamber of Commerce Government Affairs Committee.

Assistant to the City Manager – City of Alhambra 7/98 – 8/99

Responsible for solid waste programs including contract administration with one residential and three commercial haulers, preparation of AB 939 compliance reports, and working with the community to reduce the waste stream. Developed plan for compliance with Y2K computer issues for all departments. Handle residential complaints on behalf of the City Manager and the City Council. Legislative analysis. Complete special projects as assigned.

Senior Administrative Assistant - City of Ontario 2/97 to 8/98

Responsible for preparation and administration of \$300 million budget. Develop and coordinate policies and procedures related to the budgetary process. Conducted studies of operational and maintenance problems. Provide financial analysis for economic development. Make public presentations to groups on issues including budget and water rate increases.

Senior Administrative Analyst/Deputy Treasurer – City of Glendora 8/89 to 2/97
Responsible for treasurer duties, business license function and citywide information services. Monitor/administer the City's \$40 million portfolio. Develop long-range plan for citywide information needs, administer operation of IBM AS400 and three local area networks. Recruit, develop and supervise data processing and business license staff. Prepare and monitor \$400,000 data processing budget. Extensive use of spreadsheets in analysis of financial and statistical data. Work with all departments in budget process.

Administrative Assistant – City of Glendora 6/87 to 8/89
Responsible for citywide budget preparation/analysis. Also served as purchasing agent/risk manager. Audited purchasing procedures, developed and implemented new purchasing ordinance to ensure supplies and services were obtained within legal requirements and in the best interest of the City. Participated in formation of the Independent Cities Risk Management Authority (ICRMA). Represented the City with claimants and their attorneys. Authority to settle claims or recommend denial.

Administrative Aide II – City of Glendora 10/84 to 6/87
Coordinate budget preparation with departments, including five-year capital improvement program. Participate in budget workshops with City Council and staff. Evaluate and make recommendations on budget requests from outside groups. Monitor departmental expenditure forecasts and fund balances. Project Citywide personnel costs. Extensive use of spreadsheets in analysis of financial and statistical data. Researched and wrote policies and procedures including expense reporting procedure, liability claims procedure and investment policy.

Administrative Intern – City of Claremont 9/82 to 10/84
Worked on the City's first award winning budget and Comprehensive Annual financial Report. Gave staff reports to the City Council on special projects, responded to questions. Administered CDBG and Prop A programs including preparation of Grantee Performance Report and Prop A quarterly reports. Developed on long-range studies including the financial impact of annexation proposals and pending legislation. Developed administrative policies. Compiled statistical data for surveys and reports.

EDUCATION

California State University, Long Beach
Masters of Public Administration, May, 1989

California Polytechnic University, Pomona
Bachelor of Arts in Political Science, June, 1983

**City of Covina
Retired Annuitant Employment Agreement**

This Retired Annuitant Employment Agreement (“Agreement”) is made and entered into between Dennis Swink (“Swink”) and the City of Covina, (“City”), in order to provide, in writing, the terms and conditions of employment for the interim appointment under Government Code section 21221(h) for the position of Finance Director.

1. Employment: The City hereby appoints Swink as the Finance Director of the City, and Swink hereby accepts that employment effective February 16, 2016. The employment under this agreement incorporates all of the requirements under Government Code sections 21221(h) and 7522.56.
2. Duties: Swink shall perform those duties and have those responsibilities that are commonly assigned to a finance director of a general law city in California, and as set forth in the City’s Municipal Code. Swink shall perform such other legally permissible and proper duties and functions consistent with the office of the Finance Director.
3. Compensation: City shall pay Swink an hourly rate of \$74.24 at the same time and intervals as other employees of the City are paid. This rate is consistent with the rate required under Government Code sections 21221(h) and 7522.56. Swink will receive no benefits, incentives, or compensation in addition to the hourly rate of pay.
4. Term: The term of this agreement shall be from February 16, 2016 to February 15, 2017, unless terminated earlier by either party or because the City hires a permanent Finance Director.

The Agreement shall automatically terminate upon the occurrence of any of the following events:

The mutual agreement of the parties;

Notice of termination is given by either party;

The death or permanent incapacity of Swink;

The City hires a permanent Finance Director;

Swink works 960 hours in a fiscal year (July 1-June 30) for all CalPERS employers; or

The City stops actively recruiting for a permanent replacement.

The parties understand and agree that this appointment is made only during that time that the City is recruiting to fill the Finance Director position on a permanent basis and that this agreement will not be renewed or extended.

5. Maximum Hours. Swink may not work more than 960 hours in a fiscal year (July 1 through June 30). The specific days and hours of work will be agreed upon by Swink and the City Manager. Swink also understands that if he works for more than one CalPERS agency during a fiscal year, the total number of hours worked for all CalPERS employers are included within the 960 hour maximum.
6. Effect on Retirement Benefits and Hold Harmless Agreement: The City makes no representation, promises, guarantees, or warranties, express or implied, on the impact, if any, this Agreement may have on Swink's California Public Employees' Retirement System ("CalPERS") retirement benefits, status, duties, or obligations. Swink acknowledges that in entering into this Agreement, he has not relied upon any representations by the City regarding the impact of this Agreement on his retirement benefits. Swink releases the City from any and all claims related to CalPERS retirement benefits that may arise in connection with his employment under to this Agreement.
7. Effect of Waiver. The failure of either Party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other Party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.
8. Entire Agreement: Swink and the City declare and represent that no promise, inducement, or agreement not discussed in this Agreement has been made between them and that this Agreement contains the entire expression of agreement between Swink and the City on the subjects addressed in this Agreement.
9. Integration: This Agreement is intended by the Parties to be a fully integrated document. The terms of this Agreement are the complete, exclusive, and final embodiment of the Parties' intent and may be modified only in a written document signed by all Parties.
10. Negotiated Agreement: The Parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between the Parties, and this Agreement reflects their mutual agreement regarding the subject matter of this Agreement. Because of the nature of such negotiations and discussions, it would be inappropriate to deem any Party to be the drafter of this Agreement and, therefore, no presumption for or against validity or as to any interpretation hereof, based upon the identity of the drafter shall be applicable in interpreting or enforcing this Agreement.
11. Notices: Any notices to be given under this Agreement by either party to the other in writing may be effected either by personal delivery or by mail. Mailed notices shall be addressed to the parties as set forth below, but each party may change its address by written notice given in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated and received as of five (5) calendar days following the date of mailing:

CITY: City of Covina
Attention: City Manager
125 E. College Street
Covina, CA 91723-2199

SWINK: Dennis Swink
125 E. College Street
Covina, CA 91723-2199

12. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of California in full force and effect as of the date of execution.
13. Assistance of Counsel: Each Party to this Agreement warrants to the other Party that it has either had the assistance of counsel in negotiation for, and preparation of, this Agreement or could have had such assistance and voluntarily declined to obtain it.

This Agreement is entered into this 16th day of February, 2016.

CITY OF COVINA

Andrea Miller, City Manager

DENNIS SWINK

Dennis Swink

RESOLUTION NO. 16-7462

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, APPOINTING DENNIS SWINK AS INTERIM FINANCE DIRECTOR UNDER GOVERNMENT CODE SECTION 21221(h)

WHEREAS, Government Code Section 21221(h) permits the City Council to appoint a California Public Employees' Retirement System ("CalPERS") retiree to a vacant position requiring specialized skills during recruitment for a permanent appointment, and provides that such appointment will not subject the retired person to reinstatement from retirement or loss of benefits so long as it is a single appointment that does not exceed 960 hours in a fiscal year; and

WHEREAS, the position of Finance Director became vacant on May 21, 2015; and

WHEREAS, to ensure the efficient continued operation of the City's finance department, the City Council desires to retain the services of Dennis Swink, a retired member of CalPERS, to serve as Interim Finance Director, effective February 16, 2016; and

WHEREAS, Dennis Swink has over 30 years of financial management experience with an extensive history in municipal finance departments; and

WHEREAS, pending completion of the current recruitment for a permanent Finance Director, the City desires to appoint Dennis Swink as Interim Finance director, pursuant to the authority provided under Government Code Section 21221(h), to provide the leadership, managerial and organizational skills necessary to manage the City's Finance Department effectively and efficiently; and

WHEREAS, it is understood by Dennis Swink and the City that the combined total hours to be served by Dennis Swink in any fiscal year for all CalPERS employers shall not exceed the 960 hour limitation set forth in California Government Code Section 21221(h); and

WHEREAS, the City Council has reviewed a proposed employment agreement, attached as Exhibit A, by and between Dennis Swink and the City of Covina.

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

SECTION 1. As required by Government Code Section 21221(h), the City Council makes the following findings:

- (a) All facts set forth in the Recitals to this Resolution are true and correct; and
- (b) Dennis Swink has the specialized skills needed to perform the work required of the Interim Finance Director until a permanent Finance Director is appointed and thereafter begins his or her service; and

(c) It is in the best interest of the City of Covina to enter into an employment agreement with and to appoint Dennis Swink as Interim Finance Director for the City of Covina in accordance with Government Code Section 21221(h).

SECTION 2. Dennis Swink is appointed as Interim Finance Director and of the City of Covina in accordance with Government Code Section 21221(h) and with the provisions of the employment agreement on file with the City Clerk.

SECTION 3. The employment agreement with Dennis Swink, a copy of which is on file with the City Clerk, is approved by the City Council of the City of Covina, effective February 16, 2016.

SECTION 4. The Mayor is authorized to execute said agreement on behalf of the City of Covina, with such technical amendments as may be deemed appropriate by the Mayor and City Attorney.

APPROVED and PASSED this 16th day of February, 2016.

City of Covina, California

BY: _____
JOHN C. KING, Mayor

ATTEST:

SHARON F. CLARK, Chief Deputy City Clerk

APPROVED AS TO FORM:

CANDICE K. LEE, City Attorney

CERTIFICATION

I, Sharon F. Clark, Chief Deputy City Clerk of the City of Covina, do hereby certify that Resolution No. 16-7462 was duly adopted by the City Council of the City of Covina at a regular meeting held on the 16th day of February, 2016, by the following vote:

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

ABSTAIN: COUNCIL MEMBERS:

Dated:

SHARON F. CLARK, Chief Deputy City Clerk

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CITY OF COVINA

AGENDA REPORT

ITEM NO. PH 1

-
- MEETING DATE:** February 16, 2016
- TITLE:** Public Hearing to consider a substantial amendment to the Fiscal Year (FY) 2015-2016 Community Development Block Grant (CDBG) program budget
- PRESENTED BY:** Brian K. Lee, Director of Community Development
Amy Hall-McGrade, Director of Parks and Recreation/Library
Siobhan Foster, Director of Public Works
- RECOMMENDATION:**
1. Open the public hearing and receive public testimony;
 2. Close the public hearing;
 3. Adopt **Resolution No. 16-7463**, authorizing the termination of the Forty-First Year CDBG Project 600525-15, Economic Development, and approval of the new Senior Center Construction project (Phase I); and
 4. Authorize the City Manager or her designee to execute documents related to the FY 2015-2016 CDBG funds.
-

BACKGROUND:

As a municipality with a population below 50,000, the City of Covina (City) is ineligible to receive CDBG funding directly from United States Department of Housing and Urban Development (HUD). Instead, the City receives CDBG funds from the Los Angeles County Community Development Commission (LACDC) through the Urban County Program. Under this program, LACDC applies to HUD for CDBG funding, and then divides the funding amongst its sub-recipients such as the City of Covina. The City's CDBG funding is accounted for under the Community Development Department budget. All changes approved by the City Council are presented to the LACDC for approval and processing.

The City of Covina is undergoing a process of community and internal outreach to determine facility-user needs for a facility to replace the current Joslyn Senior Center, which is pending closure and demolition. On January 19, 2016, the City Council held a public hearing and approved Community Development Block Grant (CDBG) funding for FY 2016-2017, which includes funding for a Covina Senior Center Construction project. The staff report stated that additional funds may be re-programmed for the Covina Senior Center project, and the matter would be presented at a public hearing on February 16, 2016.

DISCUSSION:

At their December 21, 2015, meeting, the Finance Advisory Committee (Committee), which makes recommendations for CDBG funding, discussed the \$200,000 currently budgeted in the

CDBG Economic Development program. No funds from this program have been spent in FY 2015-2016. After discussing possible sources of funding for the construction of the new senior center, the Committee voted to recommend to the City Council to: (1) terminate the existing Economic Development program, Project 600525-15; and (2) establish a new program, the Senior Center Construction project, with a \$200,000 budget. Minutes of the meeting are attached as Attachment A.

The Public Works Department and the Parks and Recreation Department have evaluated the options for the senior center and have presented them to the City Council. Following the September 15, 2015, City Council meeting, where staff provided an update on the status of the senior center, a Request for Proposals (RFP) was posted on the City's website and issued to 18 firms with expertise in the design of municipal senior centers and recreational facilities and proven track records with both design-build and design-bid-build project delivery models. Seven firms responded to the RFP in early December 2015, and a Professional Services Agreement with Gonzalez/Goodale Architects was approved at a City Council meeting on January 19, 2016, to provide planning, programming, architectural and engineering services for the initial phase of the Covina Senior Center project.

The FY 2015-2016 CDBG funding would assist with the funding of necessary studies related to the development of the new senior center site, including but not limited to project-related parking, engineering assessments, related public infrastructure analysis and similar project-related evaluation and due diligence work. Funds would also be used for demolition of existing facilities displaced by the project, and project design/construction.

The termination of an existing program or the establishment of a new program mid-year requires that the City provide a 30-day public notice of the change, as both actions constitute a Substantial Amendment to the existing CDBG Action Plan, which identifies projected use of funds for the Forty-First Fiscal Year (July 1, 2015-June 30, 2016) for submission to the U.S. Department of Housing and Urban Development. The Committee voted to recommend that the Economic Development program be terminated when the freeze on the use of un-programmed funds is lifted by the Los Angeles Community Development Commission.

Revision to the use of unallocated funds

On December 17, 2015, the LACDC alerted city staff to a revision in the FY 2016-2017 CDBG planning process and the availability of funds for projects beginning July 1, 2016, that affects the re-use of any unprogrammed funds. The e-mail stated:

Historically, participating cities have been required to utilize their annual allocation and unprogrammed funds each year to fund eligible projects and programs planned for the next fiscal year. However, this planning approach must be suspended in order to meet a new requirement by the U.S. Department of Housing and Urban Development (HUD) to convert tracking of the CDBG Program Year grant funds from the "First In, First Out" (FIFO) tracking methodology that only provided a running balance of funds in the line of credit, to Grant Specific Accounting (GSA) which tracks each specific fiscal year grant.

Due to the new GSA requirements, the Community Development Commission (CDC) must implement new automated applications to modify our internal tracking systems

to coincide with revisions to HUD's Integrated Disbursement and Information System (IDIS). In order to complete these steps, it is necessary to suspend the use of pre-2016 funds that may be represented in the funding pools for our participating jurisdictions. This also includes the suspension of the CDBG Revolving Grant Fund program.

As a result, the CDBG Online System Planning Summaries will only reflect funding availability for new projects in the amount equal to your City's 2016-2017 CDBG annual allocation planning estimate. Amendments to existing projects may still be proposed and considered on a case-by-case basis.

It is not known when the LACDC will lift the freeze on the use of unprogrammed funds. However, the LACDC has evaluated the City's proposed action of terminating a FY 2015-2016 project and re-using the funds for another project in the same amount, and has advised City staff that the planned re-use is not subject to the freeze and can go forward.

Considerations on use of CDBG funds

When the City uses CDBG funds, it must comply with any applicable federal regulations, including procurement requirements.

Federal regulations permit the City to use CDBG funds for the construction of public improvements or facilities (except for buildings for the general conduct of government) when the public facility is used for an activity designed to benefit a particular group of persons at least 51% of whom are low-income. Since seniors are considered a "presumed" low-income group, the City can use CDBG funds to construct the senior center. In addition, federal regulations generally require that when CDBG funds in excess of \$25,000 are used to build or renovate a senior center, the building must be used exclusively for seniors for five years.

FISCAL IMPACT:

\$200,000 in federal CDBG funds are available for re-programming under fund 2100.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

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

Respectfully submitted,



Brian K. Lee
Director of Community Development

ATTACHMENTS:

- A. Minutes of the Finance Advisory Committee meeting of December 21, 2015
- B. Resolution 16-7463

**FINANCE ADVISORY COMMITTEE
MINUTES OF SPECIAL MEETING
December 21, 2015**

The special meeting of the Finance Advisory Committee was held on Monday, December 21, 2015, at 6:30 p.m., in the City of Covina Council Chamber, 125 E. College Street, Covina, CA 91723.

Members Present: Claudia Casasola, Geoff Cobbett, Mark Cook, Richard Jett, Kay Manning, Tom Melendrez

Members Absent: Diane Fonseca

Council Liaison: Peggy Delach (absent), Kevin Stapleton (absent)

Staff Present: John Michicoff, Interim Finance Director, Brian K. Lee, Director of Community Development, Amy Hall McGrade, Parks and Recreation/Library Director, Melody Hynes, Community Relations Supervisor, Lilly Jimenez, Literacy Coordinator, Nuala Gasser, Sr. Housing & CDBG Economic Development Manager

Public Present: None

CALL TO ORDER

The meeting was called to order at 6:35 p.m. A quorum was present.

AGENDA POSTING DECLARATION

The Sr. Housing & CDBG Economic Development Manager hereby declares the agenda for the December 21, 2015, meeting was posted near the front entrance of City Hall, 125 East College Street, Covina, in accordance with Section 54954.2(a) of the California Government Code.

PUBLIC COMMENTS

None.

REPORTS

1. Report on Section 108 Loan

After discussion, Committee Member Cook made a motion to receive and file the report on Section 108 Loans. Committee Member Melendrez seconded the motion, and the Committee approved the motion on Report Item 1.

Motion approved Report Item 1 as follows:

AYES: Casasola, Cobbett, Cook, Jett, Manning, Melendrez
NOES: None
ABSTAIN: None
ABSENT: Fonseca

NEW BUSINESS

1. FY 2015-2016 Project 600525-15 (Economic Development) Budget Modification

The Director of Community Development reviewed the staff report, and added that after the packets had been distributed, the Los Angeles Community Development Commission (LACDC) revised the planning process procedure for FY 2016-2017 by e-mail notice on Thursday, December 17, 2015. The unprogrammed funds, which previously had been available and were required to be budgeted, are suspended and not available for budgeting until further notice from the LACDC. This suspension also affects any mid-year activity. While an existing project may be terminated, a new project using the funds that would now be “unprogrammed” would not be allowed until further notice. Therefore, if the Economic Development project were to be terminated in order to institute a new project, the funds would not be immediately available for programming.

The Director explained that when a project is terminated, it is required by LACDC to publish a 30-day notice of public hearing.

After discussion, Committee Member Melendrez made the motion to recommend to the City Council that the Economic Development program be terminated. The amendment to terminate the program is to be completed when the freeze on the use of un-programmed funds is lifted by the Los Angeles Community Development Commission. Committee Member Cobbett seconded the motion. The Committee approved the motion.

Motion approved New Business Item 1 as follows:

AYES: Casasola, Cobbett, Cook, Jett, Manning, Melendrez
NOES: None
ABSTAIN: None
ABSENT: Fonseca

2. New FY 2015-2016 Project “Senior Center Construction Phase 1”

The Committee discussed re-programming the funds from the terminated Economic Development program. Committee Member Cobbett made a motion to re-budget the Economic Development funds in a new FY 2015-2016 project, “Senior Center Construction”, as follows: The recommendation to fund a new FY 2015-2016 Senior Center Construction Project will be made to the City Council, with processing to occur when the Los Angeles Community Development Commission removes the freeze on un-programmed

funds. If the freeze is not removed in time to institute a program in FY 2015-2016, it is recommended that the funds be used for the Senior Center Construction project in FY 2016-2017. The Committee approved the motion.

Motion approved New Business Item 2 as follows:

AYES: Casasola, Cobbett, Cook, Jett, Manning, Melendrez
NOES: None
ABSTAIN: None
ABSENT: Fonseca

3. CDBG funding for applicants and programs for FY 2016-2017

The Director of Community Development made a short presentation on the CDBG program, with a PowerPoint describing the Funding Table, to discuss possible funding and budgeting limits, given the new directive from the LACDC regarding the new planning procedures for FY 2016-2017 funding. The Committee members discussed programs briefly with City staff who were present. Committee member Manning asked if the \$10,000 minimum funding is still a requirement for public service programs. Staff responded that the limit, imposed by the LACDC, still stands. Committee Member Cook made a motion to recommend to the City Council to fund the four continuing Public Service projects, as well as the Covina Housing Rehabilitation and Senior Center Construction projects, as follows:

Finance Advisory Committee Recommendation Part 1

<u>Program</u>	<u>Recommended FY 16-17 funding</u>
Second Start Literacy	\$16,621
Senior Information & Referral	\$10,000
Senior Nutrition	\$10,000
Senior Case Management	\$10,000
Housing Rehabilitation	\$75,000
Senior Center Construction	<u>\$189,192</u>
Total	<u>\$310,813</u>

The Committee approved the motion unanimously.

Motion approved New Business Item 3, using FY 16-17 funds only, as follows:

AYES: Casasola, Cobbett, Cook, Jett, Manning, Melendrez
NOES: None
ABSTAIN: None
ABSENT: Fonseca

The Committee discussed the future possibility of the unprogrammed funds being available for budgeting. Committee Member Cobbett made the motion, seconded by Committee Member Manning, to recommend to the Council that when the freeze on the use of unprogrammed funds is lifted, to amend the amounts just approved for FY 2016-2017

Housing Rehabilitation and Senior Center Construction to a total of \$109,504 and \$400,000, respectively. The Committee approved the motion unanimously. The revised recommendation would be:

Finance Advisory Committee Recommendation Part 2

<u>Program</u>	<u>Recommended FY 16-17 funding</u>
Second Start Literacy	\$16,621
Senior Information & Referral	\$10,000
Senior Nutrition	\$10,000
Senior Case Management	\$10,000
Housing Rehabilitation	\$109,505
Senior Center Construction	<u>\$400,000</u>
Total	\$556,126

Motion approved New Business Item 3, using FY 16-17 funds and unprogrammed funds, as follows:

AYES: Casasola, Cobbett, Cook, Jett, Manning, Melendrez
NOES: None
ABSTAIN: None
ABSENT: Fonseca

4. Revenue Enhancement

Interim Finance Director made a presentation on the Utility Users Tax (UUT) and options for revenue enhancement, providing the following information:

- \$5.2 million, or 16% of City general fund revenues, comes from the UUT.
- 70% of funds from the general fund go toward public safety uses.
- If the City were to lose the UUT, Council would need to determine how to reduce operating costs. If done proportionally with each department, the reduction may include a \$3 to \$3.5 million reduction in public service.
- The UUT will sunset in in March 2019.
- The City would need to hold an election on the extension of the UUT long before the expiration date.
- The UUT as it stands is for a general purpose, which needs a simple majority.
- 2/3 vote is needed if it is a special tax, for a specific use.
- A parcel tax would be another option.
- The City could join the fire district, a process that must go through state legislation. Any additional tax needed would then be placed on the ballot subject to the 2/3 minimum vote requirement.

The Committee discussed the options, and determined that the UUT is needed. Committee Member Cook moved, seconded by Committee Member Melendrez, that the Finance Advisory Committee recommend to the City Council that the Finance Advisory Committee take the lead and pursue the passage of a Utility Users Tax with modifications to the current language. The Committee members approved the motion unanimously.

Motion approved New Business Item 4, as follows:

AYES: Casasola, Cobbett, Cook, Jett, Manning, Melendrez
NOES: None
ABSTAIN: None
ABSENT: Fonseca

DISCUSSION

The Committee asked the Finance Director to provide a list of what is currently taxed and what is not under the UUT. He will provide the list. The Committee discussed the need to know when future Committee meetings are planned, especially if the Council approves the recommendation for the Committee to lead on the UUT election. That process will entail a great deal of work and coordinated meetings.

The Finance Director told the Committee he would have information in the time period between mid-January and the end of January. It was agreed by all present that Thursday is a good meeting day.

ANNOUNCEMENTS/ADJOURNMENT

There being no further business, the meeting adjourned at 8:45 pm.

Respectfully Submitted,

Nuala Gasser
Sr. Housing & CDBG Economic
Development Manager

Approved and adopted this _____ day of _____, 2016.

Rich Jett, Chairperson

RESOLUTION NO. 16-7463

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, AUTHORIZING THE TERMINATION OF THE FORTY-FIRST YEAR CDBG PROJECT 600525-15, ECONOMIC DEVELOPMENT, AND APPROVAL OF THE NEW FY 2015-2016 COVINA SENIOR CENTER PROJECT (PHASE 1) AND AMENDING THE FY 2015-2016 COMMUNITY DEVELOPMENT BUDGET TO REFLECT THESE CHANGES

WHEREAS, the Community Development Block Grant (CDBG) Program has operated since 1974 to provide local governments with the resources necessary to meet the needs of persons of low-and moderate-income; and

WHEREAS, the City of Covina (City) contracts with the Los Angeles County Community Development Commission for the disbursement of Community Development Block Grant Funds, through the Urban County Program; and

WHEREAS, the City is authorized to implement the Economic Development Program, Project 600525-15 under Contract Number 108073 between the City and the County of Los Angeles; and

WHEREAS, the City proposes to terminate Economic Development Project 600525-15, and to implement a new FY 2015-2016 project, Covina Senior Center Construction; and

WHEREAS, the budget for the City of Covina for fiscal year commencing July 1, 2015, and ending June 30, 2016, was approved on June 23, 2015; and

WHEREAS, the approved budget is in accordance with all applicable ordinances of the City and all applicable statutes of the State; and

WHEREAS, the reallocation of the appropriations between departmental activities may be made by the City manager and amendments (increases/decreases) to the adopted budget shall be by approval and Resolution of the City Council; and

WHEREAS, the City of Covina wishes to allocate CDBG funds for the completion of the initial phase of the Covina Senior Center Construction project; and

WHEREAS, the actions referenced herein constitute a revision to the 2015-2016 CDBG Action Plan; and

WHEREAS, the City Council has conducted a public hearing, with the required prior notice, to provide the public with an opportunity to comment on the proposed revision, a Substantial Amendment to the 2015-2016 Action Plan.

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

SECTION 1. The City Council approves the termination of the FY 2015-2016 CDBG Economic Development Project Number 600525-15 in the amount of \$200,000 and the funding of a new FY 2015-2016 CDBG project, Covina Senior Center Construction, in the amount of \$200,000, and instructs staff to submit the necessary documentation to the Los Angeles County Community Development Commission.

SECTION 2. The City Council authorizes City staff to amend the FY 2015-2016 City of Covina operating budget as follows: Reallocate \$200,000 currently in account 2100-4750-75007 (Economic Development Project 600525-15) to account 2100-xxxx-xxxxx, Covina Senior Center Construction Project (Phase 1).

SECTION 3. The City Manager or her designee is authorized to execute documents related to the Fiscal Year 2015-2016 CDBG programs.

SECTION 4. The City Clerk shall certify to the passage and adoption of this resolution.

APPROVED and PASSED this 16th day of February, 2016.

City Council of Covina, California

BY: _____
JOHN C. KING, Mayor

ATTEST:

SHARON F. CLARK, Chief Deputy City Clerk

APPROVED AS TO FORM:

CANDICE K. LEE, City Attorney

CERTIFICATION

I, Sharon F. Clark, Chief Deputy City Clerk of the City of Covina, do hereby certify that Resolution No. 16-7463 was duly adopted by the City Council of the City of Covina at a regular meeting held on the 16th day of February, 2016, by the following vote:

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

Dated: February 16, 2016

SHARON F. CLARK, Chief Deputy City Clerk