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CC 14. 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.
Quarterly Report of the Treasurer. 131



REGULAR MEETING AGENDA
125 E. College Street, Covina, California
Council Chamber of City Hall
Tuesday, February 02, 2016

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

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 Allen

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 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.

Report: [Minutes](#)

CC 2. Payment of City demands in the amount of \$3,767,806.27.

Report: [Payment of City Demands](#)

CC 3. Payment of Agency demands in the amount of \$26,362.27.

Report: [Payment of Agency Demands](#)

CC 4. Second Amendments to contracts for janitorial maintenance service with BOSS Janitorial Services, Inc.

Report: [Janitorial Maintenance Service](#)

CC 5. 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.

Report: [Deposit Agreements](#)

CC 6. Implementation of City Hall central reception area.

Report: [City Hall Central Reception Area](#)

CC 7. 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: [Community Development Block Grant Special Economic Development Program](#)

CC 8. Recognized Obligation Payment Schedule (ROPS 16-17), covering July 1, 2016, through June 30, 2017.

Report: [Recognized Obligation Payment Schedule July 1, 2016, through June 30, 2017.](#)

CC 9. Professional Services Agreement with Curt Pringle & Associates for community outreach, media relations and strategic communications.

Report: [Curt Pringle & Associates Agreement](#)

CC 10. 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).

Report: [Resolution No. 16-7456](#)

CC 11. Resolution No. 16-7457 amending the Parks and Recreation Department's Fiscal Year 2015-2016 Operating Budget by \$3,220 for Cultural Arts events.

Report: [Resolution No. 16-7457](#)

CC 12. 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.

Report: [Resolution No. 16-7458](#)

CC 13. 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, approval of 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.

Report: [Resolution No. 16-7459](#)

CC 14. 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.

Report: [Quarterly Report of the Treasurer](#)

PUBLIC HEARING – NONE

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 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.

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 02, 2016, meeting was posted on January 28, 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.



ITEM NO. CC 1

**MINUTES OF JANUARY 19, 2016
REGULAR STUDY SESSION MEETING OF THE COVINA CITY COUNCIL/
SUCCESSOR AGENCY TO THE COVINA REDEVELOPMENT AGENCY/COVINA
PUBLIC FINANCING AUTHORITY/COVINA HOUSING AUTHORITY/FINANCE
ADVISORY COMMITTEE HELD IN THE COMMUNITY ROOM OF COVINA
PUBLIC LIBRARY, 234 NORTH SECOND AVENUE, COVINA, CALIFORNIA**

CALL TO ORDER

Mayor King called the Council/Agency/Authority/Finance Advisory Committee meeting to order at 5:09 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

Finance Advisory Committee Members Present: Claudia Casasola, Mark Cook, Diane Fonseca, Kay Manning, Thomas Melendrez, Vice-Chair Geoff Cobbett, and Chair Richard Jett.

Finance Advisory Committee Members Absent: None.

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, Human Resources Director Danielle Tellez, Parks and Recreation/Library Director Amy Hall-McGrade, Interim Finance Director John Michicoff, and Chief Deputy City Clerk Sharon F. Clark.

PUBLIC COMMENTS

Member of the public Bill Robinson suggested using the existing foundation for the new senior center and commented on drainage problems at the current facility.

COUNCIL/AGENCY/AUTHORITY COMMENTS

Finance Advisory Committee Chair Jett expressed gratitude for the food served at tonight's meeting.

CITY MANAGER COMMENTS – None.

NEW BUSINESS

NB 1. Utility Users Tax (UUT) Review.

Member of the public Phyllis Meadow expressed support for extending the tax in its current form not to exceed 6%, and for inclusion of cable services but not sewer or sanitation services in said taxation.

City Manager Miller introduced the item and explained that the goal for tonight is to clarify what currently is being taxed and to hear Finance Advisory Committee (FAC) comments and recommendations on the subject.

Discussion included the Finance Advisory Committee's opinion, and Councilmember Delach's concurrence, that having the measure included on a consolidated election ballot this year is too soon; sewer and sanitation are not included in the Utility Users Tax; the Finance Advisory Committee's recommendation that the Utility Users Tax be extended; methods to inform the public about the Utility Users Tax both originally and for the extension; a recommendation to keep the Utility Users Tax capped at 6%; if applied to cable services, the tax should be applied equally to the various service providers; using the term "video-service" going forward; the Finance Advisory Committee's consideration of the Utility Users Tax as more equitable than a sales tax increase and more business-friendly; the City losing some money on the electricity portion of the tax currently due to increased use of solar power; the activity in the San Gabriel Valley of outside groups that seek to influence Utility Users Tax measures in cities and the methods employed by them; the importance of community members communicating directly to fellow community members in order to avoid past problems and promote an understanding of the benefits of the Utility Users Tax and the negatives if it is not extended; the desirability of using more visual tools and fewer words for maximum impact; effective communication methods that were used by the Community Matters group for the initial Utility Users Tax measure that could be successfully used again for the extension measure; the City continuing to have conversations with Los Angeles County Fire Department about more equitable costs for services for contract cities as opposed to district cities; and clarification that the City is not involved with a current anonymous phone survey on the Utility Users Tax.

City Manager Miller distributed a handout related to communication rules for ballot measures for informational purposes, and stated that staff will agendize this matter for further consideration by the City Council at an upcoming meeting.

In summary, Mayor King stated that the Finance Advisory Committee and City Council support the extension of the Utility Users Tax and it needs to be brought forward for official discussion at a regular Council meeting.

NB 2. Review of Boards and Commissions.

City Manager Miller presented the staff report

Discussion included the value of citizen input through advisory bodies which make recommendations to Council related to specific policy issues and provide a forum for community participation; whether eligibility requirements should require Covina residency for each member

or for a majority of each body; consolidation and restructuring of roles while keeping all functions and working to fill positions; assigning a member of the executive team as a staff liaison to each body; the need for formal agendas; training to be provided by the City for commissioners; and recognition for commissioners when they leave a body.

Member of the public Leonard Wayne Rose, Jr. commented he would like to see more advocacy for the arts, suggested ad hoc committees instead of standing committees, and stated he is pleased with the way the city is going.

City Manager Miller explained that term limits are not recommended at this time in order to encourage involvement. Discussion continued on aspects of traffic and safety committee function, membership, staff involvement, and the need for a platform for citizens to raise concerns in this area; councilmembers asking community members to join advisory bodies for which they are suited; and the opportunity for people in the community to be more involved and grow into council jobs in the future through participation on boards, commissions, and committees.

In summary, City Manager Miller commented that as staff encounters community members with a particular interest, application for boards and commissions will be encouraged; that the city clerk will have ongoing recruitment; and staff will prepare necessary documents required to implement the direction of the Council during this discussion for Council action at an upcoming meeting.

ADJOURNMENT

At 6:24 p.m., the meeting of the Covina City Council/Successor Agency to the Covina Redevelopment Agency/Covina Public Finance Authority/Covina Housing Authority/Finance Advisory Committee was adjourned to the next regular meeting of the Council/Agency/Authority scheduled for Tuesday, January 19, 2016, at 7:00 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 2nd day of February, 2016:

John C. King, Mayor/Chair

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CITY OF COVINA AGENDA REPORT

ITEM NO. CC 2

MEETING DATE: February 2, 2016

TITLE: Payment of Demands

PRESENTED BY: John Michicoff, Interim Finance Director

RECOMMENDATION: Approve Payment of Demands in the amount of \$3,767,806.27

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			
Dec. 31 - Jan. 14, 2016	Wires/EFTs	5059-5065	\$ 74,968.26
	Checks	77986-78228	\$ 2,583,138.46
<u>PAYROLL</u>			
12/31/15			\$ 562,135.41
1/14/16			\$ 543,430.18
<u>VOIDS</u>			
		77789	\$ (8,750.00)
		77909	\$ (7,317.00)
<u>WORKERS COMPENSATION</u>			
12/18/15			\$ 1,995.63
12/31/16			\$ 824.12
1/4/16			\$ 889.99
1/5/16			\$ 1,726.32
1/6/16			\$ 4,177.18
1/7/16			\$ 1,726.15
1/8/16			\$ 2,370.34
1/11/16			\$ 470.13
1/12/16			\$ 706.19
1/13/2016			\$ 2,378.61
1/14/2016			\$ 2,936.30
GRAND TOTAL:			\$ 3,767,806.27

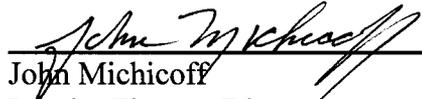
DISCUSSION:

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,



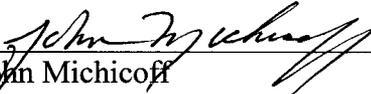
John Michicoff
Interim Finance Director

ATTACHMENTS:

Attachment A: Check Register

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 12/31/15 – 1/14/16; Payroll for 12/31/15 and 1/14/16; Worker’s Compensation and voids for 12/31/15 – 1/14/16; 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.



John Michicoff
Interim Finance Director

Subscribed and sworn to before me
this 26th day of January, 2016



Sharon F. Clark
Chief Deputy City Clerk

CITY OF COVINA
Check Register
DEC. 31 - JAN. 14, 2016

Check #	Check Date	Vendor	Name	Amount
5059	1/4/16	4003	MidAmerica	1,924.53
5060	1/4/16	2033	NATIONWIDE RETI	36,000.00
5061	1/14/16	4160	ICMA	65.00
5062	1/14/16	1405	ICMA RETIREMENT	4,220.87
5063	1/14/16	4003	MidAmerica	1,996.86
5064	1/14/16	2033	NATIONWIDE RETI	29,875.00
5065	1/14/16	4223	ZUMWALT, KRISTI	886.00
			subtotal EFT/wires	\$74,968.26
77986	1/4/16	2234	PERS	149,144.56
77987	1/7/16	23	ABORTA BUG INC	75.00
77988	1/7/16	4209	ADLERHORST INTE	291.60
77989	1/7/16	51	ADVANCED BATTER	486.69
77990	1/7/16	58	ADVANTAGE	4,840.64
77991	1/7/16	69	AFSCME	80.00
77992	1/7/16	84	AIRGAS-WEST	334.40
77993	1/7/16	128	ALLIANT INSURAN	2,169.00
77994	1/7/16	4364	AM CONSERVATION	549.21
77995	1/7/16	3789	AMAZON LLC	565.08
77996	1/7/16	4234	ANIMAL & BIRD V	229.91
77997	1/7/16	4117	ARTISTIC RECONS	17.50
77998	1/7/16	219	AT&T	726.31
77999	1/7/16	220	AT&T LONG DISTA	66.20
78000	1/7/16	254	AZUSA LIGHT & W	1,094.87
78001	1/7/16	255	AZUSA PLUMBING	62.32
78002	1/7/16	371	BOBKIEWICZ, CAN	221.34
78003	1/7/16	452	CA ASSOC FOR PR	200.00
78004	1/7/16	457	CA PARKS AND RE	165.00
78005	1/7/16	487	CaIPERS	27,340.00
78006	1/7/16	4123	CARDENAS, RUDY	175.00
78007	1/7/16	536	CARQUEST AUTO P	20.82
78008	1/7/16	4357	CASTELLANOS	130.00
78009	1/7/16	587	CDW GOVERNMENT	933.14
78010	1/7/16	638	CHINESE DAILY N	180.00
78011	1/7/16	649	CINTAS CORP #69	50.37
78012	1/7/16	654	CITRUS CAR WASH	95.20
78013	1/7/16	682	CLINICAL LAB OF	510.00
78014	1/7/16	700	COLLEY FORD	399.51
78015	1/7/16	738	COPLOGIC INC.	4,914.00
78016	1/7/16	749	COUNSELING TEAM	1,420.00
78017	1/7/16	783	COVINA WATER	154.74
78018	1/7/16	3982	CUGNO, CAROL A	365.40
78019	1/7/16	835	D & D GOLF CARS	425.10
78020	1/7/16	4072	DE LEON, JUAN C	33.60

CITY OF COVINA
Check Register
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78021	1/7/16	3701	DEPARTMENT OF JUSTICE	194.00
78022	1/7/16	929	DOSPITAL, DEAN	50.00
78023	1/7/16	962	EAST DISTRICT SUPERIOR	207.00
78024	1/7/16	962	EAST DISTRICT SUPERIOR	7,110.00
78025	1/7/16	970	EDISON CO	42,117.26
78026	1/7/16	4332	ERIC ARROYO	275.00
78027	1/7/16	3911	FACTORY MOTOR P	84.65
78028	1/7/16	1062	FESS PARKER'S D	1,261.05
78029	1/7/16	1089	FOOTHILL PRESBY	108.78
78030	1/7/16	4126	FUENTES, BRITTA	52.16
78031	1/7/16	1204	GOLDEN STATE WA	229.40
78032	1/7/16	1235	GRAINGER	671.57
78033	1/7/16	1241	GRAND PRINTING	551.10
78034	1/7/16	4319	GUERRERO, ESTEL	320.00
78035	1/7/16	1339	HERNDON RECOGNI	1,664.43
78036	1/7/16	3934	HF & H CONSULTA	5,862.50
78037	1/7/16	1352	HINDERLITER DEL	8,750.00
78038	1/7/16	3988	HYDRO CONNECTIO	92.98
78039	1/7/16	1397	HYNES, MELODY	47.90
78040	1/7/16	1429	INLAND EMPIRE S	886.75
78041	1/7/16	4077	INTERWEST CONSU	9,000.00
78042	1/7/16	1451	IRWINDALE INDUS	320.00
78043	1/7/16	1499	JOBS AVAILABLE	273.00
78044	1/7/16	1547	KELLY PAPER CO	52.82
78045	1/7/16	1561	KEYSTONE UNIFOR	2,329.99
78046	1/7/16	4220	KJ SERVICES ENV	100.00
78047	1/7/16	3721	KRIZIA N VIRBIA	130.00
78048	1/7/16	1601	L3 COMMUNICATIO	135.06
78049	1/7/16	1638	LAM, LY CHOU	42.00
78050	1/7/16	4342	LAWRENCE R MOSS	8,000.00
78051	1/7/16	1673	LAWSON PRODUCTS	55.30
78052	1/7/16	3190	LAYNE, JONATHAN	105.00
78053	1/7/16	1694	LEWIS ENGRAVING	150.42
78054	1/7/16	1707	LIEBERT CASSIDY	13,397.90
78055	1/7/16	1715	LIGHTNING OIL C	65.00
78056	1/7/16	3735	MAILFINANCE INC	818.17
78057	1/7/16	1792	MANNING & MARDE	14,683.54
78058	1/7/16	1833	MAXIMUS INC	3,800.00
78059	1/7/16	1860	MCNEILL SOUND &	302.79
78060	1/7/16	1933	MISSION LINEN S	61.78
78061	1/7/16	1934	MITCHELL REPAIR	662.53
78062	1/7/16	2027	NAPA AUTO PARTS	141.36
78063	1/7/16	2104	OFFICE DEPOT	222.34
78064	1/7/16	4201	OFFICE TEAM	444.80

CITY OF COVINA
Check Register
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78065	1/7/16	4201	OFFICE TEAM	444.80
78066	1/7/16	99999	HAYWARD BAKER INC	45.00
78067	1/7/16	99999	JASON RODRIGUEZ	50.00
78068	1/7/16	99999	KLOCKWORK TATOO CLUB	226.00
78069	1/7/16	99999	KRISTEN POIRIER	237.93
78070	1/7/16	99999	LILIAN PEREIRA	30.19
78071	1/7/16	2189	PARADA, MIGUEL	269.87
78072	1/7/16	4238	PETCO ANIMAL SU	280.15
78073	1/7/16	2287	POWELL CAMERA S	130.80
78074	1/7/16	2415	REPUBLIC MASTER	614.55
78075	1/7/16	2415	REPUBLIC MASTER	150.90
78076	1/7/16	3796	RICHARD, WATSON	765.50
78077	1/7/16	3655	ROBERT WONG	122.50
78078	1/7/16	3882	ROMAN, LILIANA	10.67
78079	1/7/16	2536	SAN DIEGO POLIC	1,444.54
78080	1/7/16	2607	SERESINGHE, AJI	1,190.75
78081	1/7/16	2620	SGV NEWSPAPER G	412.96
78082	1/7/16	2715	SOUTHERN CA TRA	15.96
78083	1/7/16	2744	STATE DISBURSEM	269.88
78084	1/7/16	3950	STERICYCLE, INC	277.64
78085	1/7/16	2787	SUTMAN, WILLIAM	28.00
78086	1/7/16	2818	TAVANNA	75.09
78087	1/7/16	2839	THERMAL COMBUST	110.89
78088	1/7/16	2846	THOMAS, TERRI	358.40
78089	1/7/16	2855	TIME WARNER CAB	303.00
78090	1/7/16	2903	TRI-XECUTEX COR	80.00
78091	1/7/16	2969	VALLEY TROPHY	978.81
78092	1/7/16	2999	VERIZON CALIFOR	940.50
78093	1/7/16	4255	VOYA FINANCIAL	9.48
78094	1/7/16	3023	VULCAN MATERIAL	305.64
78095	1/7/16	3187	WAGONER, PAMELA	138.88
78096	1/7/16	3043	WARREN DISTRIBU	17.27
78097	1/7/16	3082	WESTERN WATER W	333.10
78098	1/7/16	3132	WRIGHT DESIGNS	1,700.66
78099	1/7/16	3134	XEROX CORPORATI	787.64
78100	1/7/16	4370	YOUNGBLOOD, ERV	225.00
78101	1/7/16	3152	YWCA	1,574.47
78102	1/11/16	3290	Chris Ulmer	120.00
78103	1/11/16	1578	KLYMKIW, MARIE	1,306.40
78104	1/13/16	23	ABORTA BUG INC	75.00
78105	1/13/16	26	ABSOLUTE SECURI	3,515.83
78106	1/13/16	4209	ADLERHORST INTE	158.34
78107	1/13/16	4374	ADMINSURE	5,600.00
78108	1/13/16	84	AIRGAS-WEST	417.57

CITY OF COVINA
Check Register
DEC. 31 - JAN. 14, 2016

78109	1/13/16	113	ALL CITY MANAGE	9,178.65
78110	1/13/16	4412	APPLE EIGHT HOS	165.59
78111	1/13/16	217	ASTRA INDUSTRIA	1,360.95
78112	1/13/16	254	AZUSA LIGHT & W	145.56
78113	1/13/16	255	AZUSA PLUMBING	36.68
78114	1/13/16	260	B & K ELECTRIC	167.15
78115	1/13/16	4278	B&H FOTO & ELEC	3,403.77
78116	1/13/16	269	BAKER AND TAYLO	1,849.32
78117	1/13/16	4402	BARRY SANDLER E	479.60
78118	1/13/16	3771	BLACK & WHITE E	551.21
78119	1/13/16	3929	BOOT BARN INC	250.00
78120	1/13/16	4307	BROADSPEC INC	31,750.00
78121	1/13/16	430	BUILDING ELECTR	75.00
78122	1/13/16	475	CALIBER POOL AN	1,595.00
78123	1/13/16	581	CCH	123.33
78124	1/13/16	586	CDCE INC	2,444.80
78125	1/13/16	4388	CHINO SHORT LOA	356.43
78126	1/13/16	649	CINTAS CORP #69	972.33
78127	1/13/16	654	CITRUS CAR WASH	119.00
78128	1/13/16	720	COMPUTER SERVIC	5,166.80
78129	1/13/16	4207	CORNERSTONE COM	16,000.00
78130	1/13/16	771	COVINA IRRIGATI	172,898.55
78131	1/13/16	796	CPRS DISTRICT 1	50.00
78132	1/13/16	810	CROP PRODUCTION	1,914.34
78133	1/13/16	875	DELL MARKETING	4,950.51
78134	1/13/16	880	DEMCO INC	120.09
78135	1/13/16	894	DF POLYGRAPH	150.00
78136	1/13/16	896	DH MAINTENANCE	6,584.46
78137	1/13/16	970	EDISON CO	44,277.91
78138	1/13/16	971	EDS AUTO PARTS	23.93
78139	1/13/16	4332	ERIC ARROYO	1,350.00
78140	1/13/16	1055	FEDEX	28.87
78141	1/13/16	1075	FLEET SERVICES	73.69
78142	1/13/16	1197	GLOBAL WATER MA	42,956.70
78143	1/13/16	4338	GOKOO, ROBERT	3,326.33
78144	1/13/16	1235	GRAINGER	597.08
78145	1/13/16	1241	GRAND PRINTING	5,196.60
78146	1/13/16	1255	GRISWOLD INDUST	503.60
78147	1/13/16	1277	HAEBE, CYNTHIA	6,201.25
78148	1/13/16	1282	HALL-McGRADE, A	302.13
78149	1/13/16	1344	HICKEY, STEVEN	80.00
78150	1/13/16	1361	HOLLIDAY ROCK C	1,071.48
78151	1/13/16	1364	HOME DEPOT	718.68
78152	1/13/16	3988	HYDRO CONNECTIO	174.56

CITY OF COVINA
Check Register
DEC. 31 - JAN. 14, 2016

78153	1/13/16	1427	INGLEWOOD, CITY	1,502.05
78154	1/13/16	1463	J.G. TUCKER AND	91.40
78155	1/13/16	3823	JEEPERS CREEPER	169.00
78156	1/13/16	3731	JUNIOR LIBRARY	96.74
78157	1/13/16	1531	JW LOCK CO INC	237.62
78158	1/13/16	1612	LA CNTY DEPT OF	17,330.55
78159	1/13/16	1614	LA CNTY FIRE DE	1,489,067.82
78160	1/13/16	1615	LA CNTY MTA	440.00
78161	1/13/16	1619	LA CNTY SHERIFF	836.52
78162	1/13/16	4341	Landcare	426.03
78163	1/13/16	4014	LCEO, LLC	563.00
78164	1/13/16	1708	LIFE ASSIST INC	1,324.35
78165	1/13/16	1858	MCMASTER CARR S	20.61
78166	1/13/16	1933	MISSION LINEN S	141.69
78167	1/13/16	3256	MULTI W SYSTEMS	513.98
78168	1/13/16	3810	MYERS & SONS HI	102.17
78169	1/13/16	2091	O REILLY AUTO P	81.64
78170	1/13/16	2104	OFFICE DEPOT	143.15
78171	1/13/16	2104	OFFICE DEPOT	113.27
78172	1/13/16	99999	MARION LANDESMAN	32.00
78173	1/13/16	99999	VERONICA PUENTES	90.00
78174	1/13/16	2226	PENWORTHY COMPA	2,035.11
78175	1/13/16	2238	PEST OPTIONS IN	95.00
78176	1/13/16	2243	PETERSON, GREGG	59.00
78177	1/13/16	2277	POLLARDWATER DO	197.16
78178	1/13/16	2309	PROFESSIONAL AC	2,789.14
78179	1/13/16	2312	PROFORCE LAW EN	1,337.44
78180	1/13/16	4401	R E MICHEL COMP	409.06
78181	1/13/16	4101	RANCHO JANITORI	606.07
78182	1/13/16	2415	REPUBLIC MASTER	742.11
78183	1/13/16	2415	REPUBLIC MASTER	91.41
78184	1/13/16	3796	RICHARD, WATSON	17,660.74
78185	1/13/16	2534	SAN BERNARDINO	1,329.00
78186	1/13/16	2539	SAN DIMAS, CITY	755.71
78187	1/13/16	4049	SANTIAGO LIBRAR	42.00
78188	1/13/16	3624	SCCCA	40.00
78189	1/13/16	2614	SGV CITY MANAGE	120.00
78190	1/13/16	2660	SIMPLEX GRINNEL	488.40
78191	1/13/16	2676	SMART AND FINAL	978.49
78192	1/13/16	2705	SOUTH COAST AQM	467.98
78193	1/13/16	2711	SOUTHEAST CONST	244.21
78194	1/13/16	2715	SOUTHERN CA TRA	22.25
78195	1/13/16	2795	SWRCB	11,696.22
78196	1/13/16	2838	THEMATIC ATTIC	1,280.75

CITY OF COVINA
Check Register
DEC. 31 - JAN. 14, 2016

78197	1/13/16	2855	TIME WARNER CAB	254.51
78198	1/13/16	2903	TRI-XECUTEX COR	160.00
78199	1/13/16	2942	UNITED SITE SER	1,188.10
78200	1/13/16	4354	UNITED STORM WA	340.00
78201	1/13/16	2966	V & V MANUFACTU	28.29
78202	1/13/16	2999	VERIZON CALIFOR	1,464.21
78203	1/13/16	3004	VICTORY EXTERMI	75.00
78204	1/13/16	3023	VULCAN MATERIAL	380.17
78205	1/13/16	3043	WARREN DISTRIBU	598.55
78206	1/13/16	3064	WELLDYNERX	21.16
78207	1/13/16	3070	WEST COAST ARBO	1,333.00
78208	1/13/16	3082	WESTERN WATER W	1,306.92
78209	1/13/16	3134	XEROX CORPORATI	817.94
78210	1/14/16	68	AFLAC	4,045.92
78211	1/14/16	69	AFSCME	800.00
78212	1/14/16	487	CaIPERS	57,376.55
78213	1/14/16	3846	CLEA	477.75
78214	1/14/16	3846	CLEA	110.25
78215	1/14/16	775	COVINA POLICE A	2,650.00
78216	1/14/16	789	COVINA-FSA, CIT	1,050.02
78217	1/14/16	878	DELTA DENTAL OF	7,016.15
78218	1/14/16	1106	FRANCHISE TAX BOARD	399.37
78219	1/14/16	1106	FRANCHISE TAX BOARD	125.00
78220	1/14/16	1106	FRANCHISE TAX BOARD	181.81
78221	1/14/16	1247	GREAT WEST LIFE	4,245.10
78222	1/14/16	3795	LEGAL SHIELD	252.65
78223	1/14/16	2234	PERS	138,367.47
78224	1/14/16	2235	PERS LONG TERM	136.57
78225	1/14/16	2946	UNITED WAY OF G	17.50
78226	1/14/16	3014	VISION SERVICE	709.08
78227	1/14/16	4255	VOYA FINANCIAL	4,278.82
78228	1/14/16	3045	WASHINGTON NATIONWIDE	76.17

<i>subtotal checks</i>	\$ 2,583,138.46
<i>subtotal payroll</i>	\$ 1,105,565.59
<i>subtotal voids</i>	\$ (16,067.00)
<i>subtotal Worker's Compensation</i>	\$ 20,200.96

TOTAL checks/EFTs	\$ 3,767,806.27
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**SUCCESSOR AGENCY TO THE
COVINA REDEVELOPMENT AGENCY**

AGENDA REPORT

ITEM NO. CC 3

MEETING DATE: February 2, 2016
TITLE: Payment of Demands
PRESENTED BY: John Michicoff, Interim Finance Director
RECOMMENDATION: Approve Payment of Demands in the amount of \$26,362.27

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		
Dec. 31 - Jan. 14, 2016	Checks 1269-1275	\$5,265.07
PAYROLL		
Dec. 31, 2015		\$10,149.87
Jan. 14, 2016		\$10,947.33
VOIDS		
	GRAND TOTAL:	\$26,362.27

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,



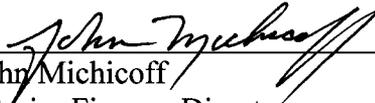
John Michicoff
Interim Finance Director

ATTACHMENTS:

Attachment A: Check Register

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

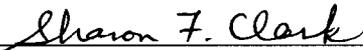
I, John Michicoff, first duly sworn, declare that I am the Interim Finance Director of the City of Covina and have read the attached Register(s) of Audited Demands for the Covina Successor Agency to the Covina Redevelopment Agency Accounts Payable for 12/31/15 – 1/14/16 and Payroll for 12/31/15 and 1/14/16; 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.



John Michicoff
Interim Finance Director

Subscribed and sworn to before me

this 26th day of January, 2016



Sharon F. Clark
Chief Deputy City Clerk

SUCCESSOR AGENCY TO THE
 COVINA REDEVELOPMENT AGENCY
 Check Register
 Dec. 31 - Jan. 14, 2016

Check #	Check Date	Vendor	Name	Amount
1269	1/7/16	254	AZUSA LIGHT & W	57.12
1270	1/7/16	279	BANK OF NEW YOR	100.00
1271	1/7/16	4408	HARRELL & COMPA	4,750.00
1272	1/7/16	2942	UNITED SITE SER	68.17
1273	1/13/16	970	EDISON CO	101.06
1274	1/13/16	1156	GAS COMPANY, TH	106.46
1275	1/13/16	2999	VERIZON CALIFOR	82.26
			<i>subtotal checks</i>	\$5,265.07
			<i>subtotal Payroll</i>	\$21,097.20
			TOTAL CHECKS/EFT's	\$26,362.27

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CITY OF COVINA

AGENDA REPORT

ITEM NO. CC 4

MEETING DATE: February 2, 2016

TITLE: Second Amendments to Contracts for Janitorial Maintenance Service with BOSS Janitorial Services, Inc.

PRESENTED BY: Siobhan Foster, Director of Public Works

RECOMMENDATION:

- 1) Authorize City Manager to execute the Second Amendment to Contract for Janitorial Maintenance Service with BOSS Janitorial Services, Inc. for City Hall, City Yard, and City Library to extend the term of the agreement through November 28, 2016 and;
- 2) Authorize the Second Amendment to Proposal/Service Agreement with BOSS Janitorial Services, Inc. for the Police Department to modify the scope of services and compensation amount and extend the term of the agreement through November 28, 2016.

BACKGROUND:

Following a formal bid process, the City of Covina entered into a contract for Janitorial Maintenance Services on July 1, 2006 with Bell Building Maintenance for City Hall, City Library, Police Department, and the City Yard. In 2010, the Police Department stopped using contract janitorial services. In July 2014, the Police resumed using contract services and entered into a separate contract with Bell Building Maintenance.

On June 1, 2015, ownership transferred from Bell Building Maintenance to BOSS Janitorial Services, Inc. The City cannot legally enter into a new contract if a company transfers ownership. The City is required to go through a competitive bidding process pursuant to the Covina Municipal Code. The Public Works and Police Departments reviewed and, in consultation with the City Attorney, determined that an assignment, via a letter agreement under the same terms of the Bell Building Maintenance contract, can be assigned for a specific term and is appropriate under the circumstances.

On June 16, 2015, the City Council approved First Amendments to the Contract for Janitorial Maintenance Service with BOSS Janitorial Services, Inc. for City Hall, City Yard, and City Library and Proposal/Service Agreement with BOSS Janitorial Services, Inc. for the Police Department to extend the terms of the agreements through February 28, 2016, and assigned the contracts from Bell Building Maintenance to BOSS Janitorial Services, Inc. to reflect the sale of the company.

At that time, an interdepartmental staff team committed to competitively bidding janitorial services for all City facilities including City Hall, City Library, Police Department, and City Yard. Consolidation of janitorial services should result in cost savings due to economies of scale and more efficient mobilization for service delivery. Due to unanticipated managerial vacancies within the Department of Public Works, staff has not yet initiated the process to advertise janitorial services for bid.

DISCUSSION:

To allow the interdepartmental staff team time to complete the formal bidding process for janitorial services and make other necessary adjustments to the Police Department contract, City Council approval of two items is requested. First, the proposed Second Amendment to the Contract for Janitorial Maintenance Service with BOSS Janitorial Services, Inc. for City Hall, City Yard, and City Library would extend the term of the agreement through November 28, 2016.

Additionally, the proposed Second Amendment to the Proposal/Service Agreement with BOSS Janitorial Services, Inc. for the Police Department would modify the scope of services and compensation amount and extend the term of the agreement through November 28, 2016. Modification to the scope of services is proposed due to the recent departure of a Police Department part-time janitorial staff member. The Police Department is proposing to add janitorial services, which will include a day porter providing services three (3) hours per day, five (5) days per week. The total cost for this additional service will be \$1,079.10 per month.

As the proposed Second Amendments with BOSS Janitorial Services, Inc. allow the City to terminate the contracts without cause upon fourteen days' notice to the contractor, the interdepartmental team intends to bring a new Citywide janitorial maintenance contract to City Council for consideration as soon as possible and before the November 28, 2016 contract expiration dates.

FISCAL IMPACT:

The total General Fund impact associated with the proposed contract extension for the period of March 1, 2016 through November 30, 2016 is an amount not-to-exceed \$60,102, including a cost of \$26,712 for the remainder of fiscal year 2015-16 and a fiscal year cost 2016-17 cost of \$33,390.

Invoice Date	Amount
March 2016	\$6,678
April 2016	\$6,678
May 2016	\$6,678
June 2016	\$6,678
Subtotal – Fiscal Year 2015-16	\$26,712
July 2016	\$6,678
August 2016	\$6,678
September 2016	\$6,678
October 2016	\$6,678
November 2016	\$6,678
Subtotal – Fiscal Year 2016-17	\$33,390
Total	\$60,102

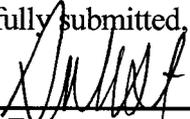
Sufficient funding for the contract extensions are included in the current budget and \$33,390 will be included in the proposed fiscal year 2016-17 budget for the remaining five months of the contract extension from July 2016 through November 2016.

Account	FY 2015-16	FY 2016-17
City Hall		
1010-0930-52300	\$19,732.08	\$8,071.70
Police Department		
1010-1000-52400	\$26,072.40	\$14,460.50
City Library		
1010-3900-52300	\$18,735.96	\$7,806.65
City Yard		
1010-2900-52300	\$7,323.96	\$3,051.65
Total	\$71,864.40	\$33,390.50

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

This 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 to a project that has the potential for causing a significant effect on the environment. The Second Amendments to the janitorial services contracts will not result in any significant effect on the environment.

Respectfully submitted,



Siobhan Foster
Director of Public Works

ATTACHMENTS:

- Attachment A: Second Amendment to Contract for Janitorial Maintenance Service in the City of Covina with BOSS Janitorial Services, Inc.
- Attachment B: Second Amendment to Proposal/Service Agreement with BOSS Janitorial Services, Inc.

SECOND AMENDMENT TO
CONTRACT FOR JANITORIAL MAINTENANCE SERVICE IN
THE CITY OF COVINA
WITH BOSS JANITORIAL SERVICES, INC.

This Second Amendment to the July 1, 2006 Contract for Janitorial Maintenance Service in the City of Covina (“Agreement”) between the City of Covina, a California municipal corporation (“City”) and Boss Janitorial Services, Inc., a California corporation (“Contractor”), is dated and effective February 2, 2016, and is between City and Contractor.

RECITALS

A. City and Contractor entered into the Agreement for Contractor’s performance of janitorial services for City Hall, the City Library and the City Public Works Yard.

B. The parties amended the Agreement on June 16, 2015, to (1) acknowledge the Assignment of the Agreement from Bell Building Maintenance to Boss Janitorial Services, Inc., and (2) extend the term of the Agreement to February 28, 2016 (“First Amendment”).

C. The parties desire to further amend the Agreement to extend the term of the Agreement to November 28, 2016.

The parties therefore agree as follows:

Section 1. Paragraph A of Article III (“Performance”) of the Agreement is hereby amended in its entirety to read as follows:

“A. This agreement shall take effect on July 1, 2006 and shall expire on November 28, 2016. No costs shall be incurred before the effective date of this agreement.”

Section 2. Except as expressly modified or supplemented by this Second Amendment, all of the provisions of the Agreement, as amended by the First Amendment, shall remain unaltered and in full force and effect. In the event of a conflict between the provisions of this Second Amendment and the provisions of the Agreement or the First Amendment, the provisions of this Second Amendment shall control.

[SIGNATURE PAGE FOLLOWS]

The parties are signing this Second Amendment as of the date stated in the introductory clause:

City:

City of Covina,
a California municipal corporation

Contractor:

Boss Janitorial Services, Inc.,
a California corporation

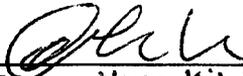
By: _____
Name: Andrea M. Miller
Title: City Manager

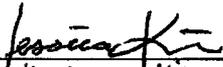
Attest:

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

Approved as to Form:

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

By:  _____
Name: Yong Kil Jung
Title: Chairman President
 Vice President

By:  _____
Name: Ha Hyun Kim
Title: Secretary Asst. Secretary
 Chief Finance Officer Asst. Treasurer

[Two signatures required for corporations pursuant to California Corporations Code Section 313, unless corporate documents authorize only one person to sign this Agreement on behalf of the corporation.]

SECOND AMENDMENT TO
PROPOSAL/SERVICE AGREEMENT
WITH BOSS JANITORIAL SERVICES, INC.

This Second Amendment to the July 2014 Proposal/Service Agreement (“Agreement”) between the City of Covina, a California municipal corporation (“City”) and Boss Janitorial Services, Inc., a California corporation (“Contractor”), is dated and effective February 1, 2016, and is between City and Contractor.

RECITALS

A. City and Contractor entered into the Agreement for Contractor’s performance of janitorial services for the City Police Department.

B. The parties amended the Agreement on June 16, 2015, to (1) acknowledge the Assignment of the Agreement from Bell Building Maintenance to Boss Janitorial Services, Inc., and (2) extend the term of the Agreement to February 28, 2016 (“First Amendment”).

C. The parties desire to further amend the Agreement to (1) modify the scope of services, (2) modify the compensation amount, and (3) extend the term of the Agreement to November 28, 2016.

The parties therefore agree as follows:

Section 1. The term of the Agreement shall be extended by nine (9) months and expire on November 28, 2016.

Section 2. Section 1 (“Schedule/Time of Service”) of the Agreement is hereby amended in its entirety to read as follows:

“Janitorial Services 5 times a week, day porter
Monday thru Friday (3 hours)”

Section 3. Section 5 (“Service Charge”) of the Agreement is hereby amended in its entirety to read as follows:

“\$1,079.10 Per Month = day porter
3 hours a day X 5 days = 15 hours
15 hours X 4.36 = 65.4 hours
65.4 hours X \$16.50 = \$1,079.10 per month”

Section 4. Except as expressly modified or supplemented by this Second Amendment, all of the provisions of the Agreement, as amended by the First Amendment, shall remain unaltered and in full force and effect. In the event of a conflict between the provisions of this Second Amendment and the provisions of the Agreement or the First Amendment, the provisions of this Second Amendment shall control.

The parties are signing this Second Amendment as of the date stated in the introductory clause:

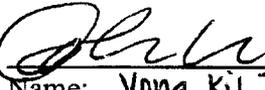
City:

City of Covina,
a California municipal corporation

Contractor:

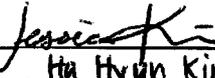
Boss Janitorial Services, Inc.,
a California corporation

By: _____
Name: Andrea M. Miller
Title: City Manager

By:  _____
Name: Yong Kil Jung
Title: Chairman President
 Vice President

Attest:

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

By:  _____
Name: Ha Hyun Kim
Title: Secretary Asst. Secretary
 Chief Finance Officer Asst. Treasurer

Approved as to Form:

[Two signatures required for corporations pursuant to California Corporations Code Section 313, unless corporate documents authorize only one person to sign this Agreement on behalf of the corporation.]

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

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CITY OF COVINA AGENDA REPORT

ITEM NO. CC 5

MEETING DATE: February 2, 2016

TITLE: 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

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

RECOMMENDATION: 1) Authorize the City Manager to execute the attached Deposit Agreements with Foothill Transit and MLC Holdings, Inc. requiring \$107,000 to be committed by each party for due diligence and special study reports in connection with the proposed development; and
2) Adopt **Resolution No. 16-7460**, accepting the funds and deposit those funds into Account No. 4060-4000-55020

BACKGROUND:

The Covina iTEC project is proposed to be located on the currently vacant former K-Mart property at 1162 N. Citrus Avenue. The property size is approximately 10.47 acres and is envisioned to accommodate three (3) different land use developments. The three (3) agencies involved are MLC Holdings, Inc., Foothill Transit and the City of Covina.

DISCUSSION:

The two (2) Deposit Agreements require that MLC Holdings, Inc. and Foothill Transit each submit a maximum of \$107,000 to the City of Covina to assist in off-setting the expenses resulting from the various due diligence and special study reports necessitated by the envisioned Covina iTEC project. Examples of the various due diligence and special study reports may include, but not be limited to, traffic and parking study, economic impact analysis, public outreach and workshops, and conceptual site designs.

FISCAL IMPACT:

The two (2) Deposit Agreements would result in a total maximum of \$214,000 being submitted to the City of Covina and being placed into Account No. 4060-4000-55020.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

This item is not subject to the provisions of the California Environmental Quality Act (CEQA).

Respectfully submitted,

Brian K. Lee, AICP,
Director of Community Development

ATTACHMENTS:

Attachment A: City Council Resolution No. 16-7460

RESOLUTION NO. 16-7460

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE DEPOSIT AGREEMENTS FOR THE RECEIPT OF FUNDS TO BE DEPOSITED INTO ACCOUNT NO. 4060-4000-55020 FOR THE COVINA iTEC PROJECT

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

WHEREAS, the City of Covina desires to pursue the development of property located at 1163 N. Citrus Avenue into a multi-use public/private development with two other development parties; and

WHEREAS, the three (3) development parties involved in the Covina iTEC project are the City of Covina, MLC Holdings, Inc. and Foothill Transit; and

WHEREAS, it is anticipated that prior to and during the project entitlement phase, various project due diligence studies reports and specialized assessments will need to be prepared for the purposes of evaluating various special project-related features; and

WHEREAS, the three (3) project participants have agreed to equally financially participate in funding the expenses of the preparation of the necessary due diligence studies, reports and specialized assessments; and

WHEREAS, Deposit Agreements have been executed by MLC Holdings, Inc. and Foothill Transit to commit a maximum of \$107,000 each to be deposited to the City of Covina into Account No. 4060-4000-55020, for the purposes of funding the necessary due diligence studies, reports and specialized assessments.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the City of Covina, as follows:

SECTION 1. To authorize the City Manager to execute the Deposit Agreement attached as Attachment A on behalf of the City of Covina, accept the financial deposits of MLC Holdings, Inc. and Foothill Transit and deposit those funds into Account No. 4060-4000-55020; and

SECTION 2. The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED this 2nd day of February 2016.

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, hereby CERTIFY that Resolution No. 16-7460 was duly adopted by the City Council of the City of Covina at a REGULAR meeting held on the 2nd day of February, 2016, by the following vote:

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

Dated: February 2, 2016

SHARON F. CLARK, Chief Deputy City Clerk

ATTACHMENT "A"

**MLC HOLDINGS, INC. AND FOOTHILL TRANSIT
DEPOSIT AGREEMENTS**

(Behind this page)

DEPOSIT AGREEMENT
Covina iTEC Project & Transit Center
January 15, 2016

This **Deposit Agreement** ("Agreement") entered into by the CITY OF COVINA ("City"), and MLC HOLDINGS, INC. ("MLC"). The City and MLC are sometimes collectively referred to in this MOU as the "Parties" and individually as a "Party".

RECITALS

- A. MLC is under contract to purchase that certain real property located in the City and commonly known as 1162 N. Citrus Avenue, consisting of approximately 10.47 acres designated as Assessor's Parcel Nos. 8406-019-019 and 8406-019-020 (the "**Property**") pursuant to that certain Purchase and Sale Agreement and Joint Escrow Instructions dated July 8, 2015 (the "**Underlying Agreement**") by and between Blackwin, a California general partnership (the "**Underlying Seller**"), and MLC as the "Buyer" thereunder.
- B. MLC intends to develop a new residential community on the northern portion of the Property and the City, in collaboration with the Foothill Transit Authority ("FTA"), intends to develop the southern portion of the Property for certain civic and transit uses.
- C. The City requires a cash deposit from MLC in order to pay for expenses that will be incurred by the City in conjunction with the City due diligence in connection with the proposed project.

NOW, THEREFORE, in consideration of the foregoing, and other consideration, the sufficiency of which is hereby acknowledged, MLC and the City hereby agree as follows:

- 1. **Initial Deposit for City Costs.** MLC will deliver to the City a cash deposit (the "Deposit") of \$25,000 on or before the date that is the later of (i) five (5) business days after MLC, the City, and FTA shall have executed that certain Nonbinding Memorandum of Understanding dated January 19, 2016.
- 2. **Periodic Replenishment of Deposit.** Within ten (10) business days after written demand by the City from time to time given not more often than once every thirty (30) days, with a description of the costs paid with the Deposit since the last such written demand, MLC shall deposit with the City an additional sum sufficient to restore the Deposit to \$25,000 (a "Replenishment"). If MLC fails to replenish the Deposit: (i) MLC shall be obligated to reimburse the City upon demand for any costs described in Section 3 below that have been incurred by the City since the last Replenishment (or if there has not been any previous Replenishment, then such costs incurred by the City after the date of this Agreement); and (ii) the City may in its sole and absolute discretion, cease to incur such costs. In no event shall MLC deposit a total deposit amount that exceeds \$107,000 for due diligence costs without a written amendment to this Deposit Agreement executed by both parties.
- 3. **Permitted Costs and Expenses.** The City may apply the Deposit to pay for the following due diligence costs relating to the proposed project:

- A. Economic Studies – construction pro formas, marketing forecasting, office space vacancy/demand studies, banquet facility use demand, catering/marketing company demand and similar studies.
 - B. Parking assessment study – on-site parking study analyzing the possible joint-parking/shared-parking feasibility for the transit center component and the City’s component.
 - C. Financial Feasibility – financial resource analysis such as identifying possible money sources (California I-Bank, EB-5, Section 108, etc.) and the analysis of the cost of obtaining those funds and the analysis of how the cost of obtaining those funds could be off-set from the revenue generated from the project.
 - D. Conceptual design work – conceptual site planning and preliminary project concept illustrations to further define and communicate the scope of the proposed project and general scale, scope and intensity of the project in relation to adjoining properties – on a conceptual and general basis.
 - E. Public ROW improvement studies/infrastructure studies – analysis on potential ROW and/or infrastructure upgrades and associated improvements that could impact project decision-making in regards to overall project costs (*i.e.*, electrical upgrades, sewer assessments, water service, etc.)
 - F. Legal consultation – legal advice, review of project related documents, etc. during the period of time prior to the actual commencement of work on the land use entitlements and CEQA.
 - G. Public outreach consultant – public outreach, public and neighborhood workshops and project information to the public, project stakeholders, media and public agencies and other relevant and interested parties.
 - H. Other related costs, such as production of design exhibits, mailing, preparation of computer simulations, etc.
4. **Termination.** If MLC notifies the City in writing that it has decided to terminate its involvement in the project, then the City shall return any unapplied portion of the Deposit to MLC after using it to pay for expenses described in Section 2 that have been incurred prior to the City’s receipt of the termination notice. The City shall not be obligated to pay any interest on the Deposit.
 5. **Not Project Commitment.** MLC acknowledges and agrees that neither party is obligated to enter into agreements or issue any permits or approvals for the proposed project.
 6. **Notices.** Any notice to the City shall be in writing and shall be sent by reputable overnight messenger service (such as Federal Express) for next business day delivery, or by certified mail, return receipt requested, and addressed as follows:

City of Covina
125 East College Street
Covina, CA 91723
Attn: Brian K. Lee, Director of Community Development

"CITY":

CITY OF COVINA

By: _____
Print Name: _____
Title: _____

ATTEST:

APPROVED AS TO FORM:

Candice K. Lee,
City Attorney

"MLC":

MLC HOLDINGS, INC.

By: _____
Print Name: Lester Tucker
Title: V.P. Forward Planning

By: _____
Print Name: _____
Title: _____

DEPOSIT AGREEMENT
Covina iTEC Project & Transit Center
January 19, 2016

This **Deposit Agreement** ("Agreement") is entered into by the CITY OF COVINA ("City"), and FOOTHILL TRANSIT ("Foothill Transit"). The City and Foothill Transit are sometimes collectively referred to in this MOU as the "Parties" and individually as a "Party".

RECITALS

- A. MLC Holdings, Inc. ("MLC") is under contract to purchase that certain real property located in the City and commonly known as 1162 N. Citrus Avenue, consisting of approximately 10.47 acres designated as Assessor's Parcel Nos. 8406-019-019 and 8406-019-020 (the "**Property**") pursuant to that certain Purchase and Sale Agreement and Joint Escrow Instructions dated July 8, 2015 (the "**Underlying Agreement**") by and between Blackwin, a California general partnership (the "**Underlying Seller**"), and MLC as the "Buyer" thereunder.
- B. MLC intends to develop a new residential community on the northern portion of the Property and the City, in collaboration with Foothill Transit, have expressed their desire to develop the southern portion of the Property for certain civic and transit uses.
- C. Pursuant to the non-binding Memorandum of Understanding between the City, MLC and Foothill Transit, Foothill Transit has agreed to provide a cash deposit in order to pay for a portion of the expenses that will be incurred by the City in conjunction with the City's due diligence in connection with the proposed project.

NOW, THEREFORE, in consideration of the foregoing, and other consideration, the sufficiency of which is hereby acknowledged, Foothill Transit and the City hereby agree as follows:

1. **Initial Deposit for City Costs.** Foothill Transit will deliver to the City a cash deposit (the "Deposit") of \$25,000 five (5) business days after MLC, the City, and Foothill Transit shall have executed that certain Nonbinding Memorandum of Understanding dated January 19, 2016.
2. **Periodic Replenishment of Deposit.** Within ten (10) business days after written request by City from time to time given, but not more often than once every thirty (30) days, with a description of the costs paid with the Deposit since the last such written request, Foothill Transit shall deposit with City an additional sum sufficient to restore Foothill Transit's Deposit to \$25,000 (a "Replenishment"). Upon request of Foothill Transit, the City shall provide a copy of the expenditures made to date and an accounting of the Deposit. If Foothill Transit fails to replenish the Deposit: (i) Foothill Transit shall be obligated to reimburse the City upon request for any costs described in Section 3 below that have been properly incurred by the City since the last Replenishment (or if there has not been any previous Replenishment, then such costs incurred by the City after the date of this Agreement); or (ii) the City may in its sole and absolute discretion, cease to incur such costs. In no event shall Foothill Transit be required to provide a total deposit

amount that exceeds \$107,000 for due diligence costs without a further written amendment to this Deposit Agreement executed by both parties.

3. **Permitted Costs and Expenses.** The City shall apply the Deposit to pay for the following due diligence costs relating to the proposed project:
- A. Economic Studies – construction pro formas, marketing forecasting, office space vacancy/demand studies, banquet facility use demand, catering/marketing company demand and similar studies.
 - B. Parking assessment study – on-site parking study analyzing the possible joint-parking/shared-parking feasibility for the transit center component and the City’s component.
 - C. Financial Feasibility – financial resource analysis such as identifying possible money sources (California I-Bank, EB-5, Section 108, etc.) and the analysis of the cost of obtaining those funds and the analysis of how the cost of obtaining those funds could be off-set from the revenue generated from the project.
 - D. Conceptual design work – conceptual site planning and preliminary project concept illustrations to further define and communicate the scope of the proposed project and general scale, scope and intensity of the project in relation to adjoining properties – on a conceptual and general basis.
 - E. Public ROW improvement studies/infrastructure studies – analysis on potential ROW and/or infrastructure upgrades and associated improvements that could impact project decision-making in regards to overall project costs (*i.e.*, electrical upgrades, sewer assessments, water service, etc.)
 - F. Legal consultation – legal advice, review of project related documents, etc. during the period of time prior to the actual commencement of work on the land use entitlements and CEQA and NEPA.
 - G. Public outreach consultant – public outreach, public and neighborhood workshops and project information to the public, project stakeholders, media and public agencies and other relevant and interested parties.
 - H. Other related costs, such as production of design exhibits, mailing, preparation of computer simulations, etc.
4. **Termination.** If Foothill Transit notifies the City in writing that it has decided to terminate its involvement in the project, then the City shall return any unapplied portion of the Deposit to Foothill Transit after using it to pay for Foothill Transit’s portion of the expenses described in Sections 2 and 3 that have been properly incurred prior to the City’s receipt of the termination notice. The City shall not be obligated to pay any interest on the Deposit.

5. **Not Project Commitment.** Foothill Transit and the City acknowledge and agree that neither party is obligated to enter into agreements or issue any permits or approvals for the proposed project.
6. **Notices.** Any notices under this Agreement shall be in writing and shall be sent by reputable overnight messenger service (such as Federal Express) for next business day delivery, or by certified mail, return receipt requested, and addressed as follows:

City of Covina
 125 East College Street
 Covina, CA 91723
 Attn: Brian K. Lee, Director of Community Development

Foothill Transit
 100 South Vincent Avenue
 Suite 200
 West Covina, CA 91790
 Attn: Kevin McDonald, Deputy Executive Director

“CITY”:
 CITY OF COVINA

By: _____
 Print Name: _____
 Title: _____

ATTEST:

APPROVED AS TO FORM:

 Candice K. Lee,
 City Attorney

“FOOTHILL TRANSIT”:

FOOTHILL TRANSIT

By: 
Print Name: Doran Barnes _____
Title: Executive Director _____

APPROVED AS TO FORM:


Jane Sutter Starke _____

Thompson Coburn LLP
Special Counsel to Foothill Transit



CITY OF COVINA

AGENDA REPORT

ITEM NO. CC 6

MEETING DATE: February 2, 2016

TITLE: Implementation of City Hall Central Reception Area

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

RECOMMENDATION:

- 1) Authorize the City Manager to make necessary expenditures to implement the central reception area within City Hall; and
- 2) Authorize the addition of three, part-time Office Assistant I positions to the City Manager's Office to staff the central reception area.

BACKGROUND:

One of the City Council's 2016 strategic goals is to develop a responsive, inclusive, participatory, and transparent City government focused on customer service. Several initiatives have been completed or are underway to achieve this goal, including, but not limited to, the review of the Commission and Advisory Body structure to promote resident and community participation, redesign, and rebranding of the City newsletter, *Covina Today*, to enhance the readability, attractiveness, and accessibility of information, and update of the City's website to boost the attractiveness and accessibility of information.

DISCUSSION:

To further enhance the delivery of exemplary customer service to our residents and community, City staff is proposing to implement and staff a central reception area within City Hall. The reception area will reflect the architectural character of the existing building and be placed on the first floor of City Hall adjacent to the north stairway. The reception area will be visible to City Hall visitors entering from the majority of the facility's five entrances, allowing customers to be greeted by a trained City employee and provided with information and guidance that will help maximize their City Hall experience.

The employees assigned to the central reception function will also provide other critical customer service enhancements, such as serving as the telephone operator to a central City Hall telephone line and e-mail account, which will eliminate the need for customers to utilize the direct telephone numbers to departments and employees. The intent is for telephone and virtual customers to also be personally greeted and receive immediate assistance. Employees will receive training in customer service, general governmental operations, and specific departmental functions to ensure they are equipped to direct customers and callers and alleviate the frustration customers have expressed about having to call multiple telephone numbers and/or being transferred to numerous employees before receiving the assistance needed.

The reception area staff will track the types and frequency of calls and e-mails received. This data will be used as the basis for the identification and implementation of future service delivery enhancements in needed areas. The new staff will also provide administrative support services to various City departments, including scanning, filing, entering database updates, document typing and preparation, and coordinating large mailings.

The proposed implementation of the central reception area involves both one-time and ongoing expenditures. Approximately \$13,070 in one-time expenditures is necessary at this time to implement and equip the reception area as outlined below:

Table 1 – City Hall Reception Area One-Time Expenses

Item	Amount
Reception desk	\$4,300
Seating	\$1,000
Computer/telephone cabling	\$4,000
Computer	\$1,900
Printer	\$370
Supplies	\$500
Contingency	\$1,000
Estimated Total	\$13,070

The addition of three, part-time Office Assistant I positions to the City Manager’s Office budget is necessary to provide adequate staffing to the central reception function, which will be staffed from 6:45 a.m. to 6:15 p.m., Monday through Thursday, with limited shift overlap. The fiscal year 2015-16 cost to add these positions for the period of April 2, 2016 through June 30, 2016 is \$12,455. This cost is estimated and assumes hiring of three individuals at mid-level step 3 (\$15.74/hour) plus Medicare expenses equivalent to 1.45% of total gross salary. The fiscal year 2016-17 cost for the positions is \$49,821, which would be incorporated into the proposed budget. Initial training for the new employees would be provided in-house and future and ongoing training for these and other City employees would be included in future years’ budgets. Volunteers would continue to be utilized to assist in directing customers and providing assistance as available.

Should the City Council approve the recommendations outlined in this report, the target implementation date for the central reception area and staffing is April 2, 2016.

FISCAL IMPACT:

The fiscal impact associated with the proposed implementation of the central reception area in City Hall is \$25,525 in fiscal year 2015-16, comprised of \$13,070 in one-time costs and \$12,455 in personnel expenses. Sufficient funding for the fiscal year 2015-16 costs is available through identified budget savings in the departmental budgets of each of the City’s departments, as the reception area will be assisting all City departments. Expenses will be prorated based on department size (number of authorized full-time positions.) The fiscal year 2016-17 cost is \$49,821 and will be incorporated into the proposed 2016-17 City Manager’s Office budget with costs allocated to City departments.

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.

Respectfully submitted,



Siobhan Foster
Director of Public Works

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CITY OF COVINA AGENDA REPORT

ITEM NO. CC 7

MEETING DATE: February 2, 2016

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

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

RECOMMENDATION: Determine that note terms, agreement terms and program requirements are satisfied for Luis Carlos Roman, doing business as Bread & Barley, a CDBG Special Economic Development Program participant; authorize 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 authorize the City Manager or her designee to execute related documents.

BACKGROUND:

Since 1998, the City Council has approved several economic development grants to businesses, funded by the Community Development Block Grant (CDBG) Program, where the businesses have fulfilled their job creation and program requirements. The program requires that one full-time equivalent position be created or retained for each \$25,000 awarded. The period of compliance required for job creation/retention for businesses receiving grants is one year. In effect, the business is required to create and then retain the position for one year, and in exchange, pursuant to the City’s program guidelines, the loan/grant may be forgiven.

DISCUSSION:

Bread & Barley has reported on job creation activity for one year, the required period. Bread & Barley has met the job creation requirements under the grant, as determined by City staff. It is therefore recommended that the loan/grant be forgiven, contingent upon approval by Los Angeles County Community Development Commission staff.

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
Bread & Barley 130 N. Citrus Avenue, Covina CA 91723	\$50,000	7/23/2014	8/31/15	1	2

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:

None



CITY OF COVINA

AGENDA REPORT

ITEM NO. CC 8

MEETING DATE: February 2, 2016

TITLE: Recognized Obligation Payment Schedule (ROPS 16-17), covering July 1, 2016 through June 30, 2017

PRESENTED BY: John Michicoff, Interim Finance Director

RECOMMENDATION: Approve the Recognized Obligation Payment Schedule (ROPS 16-17) covering July 1, 2016 through June 30, 2017 and direct it to be provided to Department of Finance for consideration and approval

BACKGROUND:

Pursuant to Health and Safety Code (HSC) section 34177, and recently adopted Senate Bill 107, the Successor Agency to the Covina Redevelopment Agency is required to submit an annual ROPS for the upcoming fiscal year to the California State Department of Finance (DOF) for approval in order to obtain sufficient funds to meet authorized financial obligations of the Agency.

DISCUSSION:

In order for the Successor Agency to the Covina Redevelopment Agency to receive sufficient funding to meet its financial obligations, the Oversight Board to the Successor Agency to the Covina Redevelopment Agency must approve the ROPS. The ROPS must be adopted for each successive annual fiscal period.

Senate Bill 107, signed on September 22, 2015, provides that the ROPS for the full fiscal year must be approved by the Oversight Board and submitted to the Department of Finance each year, commencing February 1, 2016. Prior to the passage of Senate Bill 107, two six-month ROPS were requested to be submitted each year.

The ROPS schedule includes Redevelopment Property Tax Trust Fund (RPTTF) line items for debt service payments including, but not limited to, the debts listed below:

- 1997 Tax Allocation Bonds Series A
- 2004 Tax Allocation Bonds Series A and B-1
- 2013E Tax Allocation Revenue Refunding Bonds
- 2014E Tax Allocation Revenue Refunding Bonds
- US Bank Loan for Citrus Property Acquisition
- RJS Financial Property Lease

FISCAL IMPACT:

In order for the Successor Agency to meet its financial obligations during this period, an approved ROPS must be filed with the Los Angeles County Auditor-Controller, the State of California Controller and the State of California Department of Finance. For July 1, 2016 through December 31, 2016 period (ROPS 16-17A) the Successor Agency is requesting \$2,723,477 and for January 1, 2017 through June 30, 2017 period (ROPS 16-17B) the request is for \$2,645,896.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

Not Applicable

Respectfully submitted,

John Michicoff
Interim Finance Director

ATTACHMENTS:

Attachment A: ROPS (16-17) for July 1, 2016 through June 30, 2017

Recognized Obligation Payment Schedule (ROPS 16-17) - Summary

Filed for the July 1, 2016 through June 30, 2017 Period

Successor Agency: Covina
 County: Los Angeles

	16-17A Total	16-17B Total	ROPS 16-17 Total
Current Period Requested Funding for Enforceable Obligations (ROPS Detail)			
Enforceable Obligations Funded with Non-Redevelopment Property Tax Trust Fund (RPTTF) Funding			
A Sources (B+C+D):	\$ 8,224,833	\$ -	\$ 8,224,833
B Bond Proceeds Funding	6,487,786	-	6,487,786
C Reserve Balance Funding	1,737,047	-	1,737,047
D Other Funding	-	-	-
E Enforceable Obligations Funded with RPTTF Funding (F+G):	\$ 2,723,477	\$ 2,645,896	\$ 5,369,373
F Non-Administrative Costs	2,598,477	2,520,896	5,119,373
G Administrative Costs	125,000	125,000	250,000
H Current Period Enforceable Obligations (A+E):	\$ 10,948,310	\$ 2,645,896	\$ 13,594,206

Certification of Oversight Board Chairman:
 Pursuant to Section 34177 (o) of the Health and Safety code, I hereby
 certify that the above is a true and accurate Recognized Obligation
 Payment Schedule for the above named successor agency.

 Name Title
 /s/ _____
 Signature Date

Covina Recognized Obligation Payment Schedule (ROPS 16-17) - ROPS Detail
July 1, 2016 through June 30, 2017
(Report Amounts in Whole Dollars)

A Item #	B Project Name/Debt Obligation	C Obligation Type	D Contract/Agreement Execution Date	E Contract/Agreement Termination Date	F Payee	G Description/Project Scope	H Project Area	I Total Outstanding Debt or Obligation	J Retired	K ROPS 16-17 Total	L Non-Redevelopment Property Tax Trust Fund (Non-RPTIF)				M Reserve Balance	N Other Funds	O Non-Admin	P Admin	Q 16-17A Total
											Bond Proceeds	Revenue	RPTIF	RPTIF					
5	2004 Tax Allocation Bonds Series B	Revenue Bonds Issued On	11/1/2004	12/1/2023	US Bank	Bond issue to fund housing projects	182	\$ 48,283,121	N	\$ 13,594,206	\$ 6,487,786	\$ 1,737,047	\$ 2,596,477	\$ 125,000	\$ 10,945,310	\$ 327,197			
7	Fiscal Agent Fees	Fees	7/1/1997	12/1/2023	US Bank	Fiscal agent fees to maintain bond	182	\$ 17,500	N	\$ 388,613	\$ 327,197								
8	Continuing Disclosure	Fees	7/1/1997	12/1/2023	HDL	Bond calculations to comply with bond covenants	182	\$ 52,500	N	\$ 7,500									
9	Arbitrage Calculations	Fees	7/1/1997	12/1/2023	Willdan	Required calculations to comply with federal law	182	\$ 22,500	N	\$ 2,500									
12	Lease Payable RJS Financial	Third-Party Loans	4/1/2010	6/30/2017	RJS Financial	Property lease	1	\$ 598,080	N	\$ 598,080					\$ 299,040				\$ 299,040
13	Employee Obligations	Unfunded Liabilities	9/1/1965	6/30/2024	City of Covina	Retiree Obligations	1	\$ 2,952,000	N	\$ 50,000					\$ 25,000				\$ 25,000
14	Transitional House	Bond Funded Project - Housing	2/1/2005	6/30/2024	CCLA	Low-moderate transitional housing	182	\$ 146,000	N	\$ 27,000					\$ 27,000				\$ 27,000
16	Transitional House	Bond Funded Project - Housing	2/1/2005	6/30/2024	City of Covina	Direct program administration	182	\$ 126,000	N	\$ 18,000					\$ 18,000				\$ 18,000
17	Housing Development	Bond Funded Project - Housing	11/1/2004	6/30/2024	Property Owner/Developer	Affordable Housing Development	182	\$ 283,041	N	\$ 283,041					\$ 283,041				\$ 283,041
22	Maintenance of Agency owned property	Property Maintenance	1/1/2011	6/30/2024	United Fencing/Sewer Services/Insurance	Maintain assets under AB1X.26	182	\$ 37,500	N	\$ 15,000					\$ 7,500				\$ 7,500
23	Housing Set Aside Deferral 1995	SERAF/ERAF	6/1/1995	6/30/2024	Covina Housing Authority	Refundment to housing fund	182	\$ 280,678	N	\$ 280,678					\$ 280,678				\$ 280,678
24	SERAF loan from Housing 2010	SERAF/ERAF	2/16/2010	6/30/2024	Covina Housing Authority	Refundment to housing fund	182	\$ 2,178,030	N	\$ 1,010,784					\$ 1,010,784				\$ 1,010,784
25	SERAF loan from Housing 2011	SERAF/ERAF	2/16/2010	6/30/2024	Covina Housing Authority	Refundment to housing fund	182	\$ 448,251	N	\$ -					\$ -				\$ -
30	City Loan	City/Country Loan (Prior 06/28/11), Other	6/15/2010	6/30/2024	City of Covina	Operating Loan	182	\$ 2,435,744	N	\$ -					\$ -				\$ -
31	Bond Project	Bond Funded Project - Pre-2011	2/1/2002	6/30/2024	Property Owner/Developer	Bond Proceeds project	1	\$ 1,003,673	N	\$ 1,003,673					\$ 1,003,673				\$ 1,003,673
32	Bond Project	Bond Funded Project - 2011	11/1/2004	6/30/2024	Property Owner/Developer	Bond Proceeds project	1	\$ 5,156,072	N	\$ 5,156,072					\$ 5,156,072				\$ 5,156,072
34	Tax Allocation Revenue Refunding Bonds Series 2013E	Refunding Bonds Issued After 6/27/12	12/18/2013	12/1/2023	US Bank	Refunding bond issue of non-housing projects	182	\$ 14,113,750	N	\$ 790,750					\$ 554,250				\$ 554,250
35	Tax Allocation Revenue Refunding Bonds Series 2013E	Admin Costs	12/18/2023	12/1/2023	US Bank	Fiscal agent fees to maintain bond funds	182	\$ 24,800	N	\$ 1,200					\$ -				\$ -
36	Housing Entity Administrative Cost Allowances	Admin Costs	7/1/2015	7/1/2019	City of Covina	As allowed by AB 471	182	\$ 600,000	N	\$ -					\$ 855,000				\$ 855,000
37	Tax Allocation Revenue Refunding Bonds Series 2014A	Refunding Bonds Issued After 6/27/12	12/23/2014	12/15/2023	US Bank	Refunding bond issue of non-housing projects	182	\$ 5,480,875	N	\$ 1,925,300					\$ 975,475				\$ 1,830,475
38	Tax Allocation Revenue Refunding Bonds Series 2014A	Admin Costs	12/23/2014	12/15/2023	US Bank	Fiscal agent fees to maintain bond funds	182	\$ 24,800	N	\$ 1,200					\$ -				\$ -
39	Administration	Admin Costs	7/1/2016	6/30/2017	City of Covina	Administration	182	\$ 7,750,000	N	\$ 250,000					\$ 125,000				\$ 125,000
40	2004 Tax Allocation Bonds Series B	Reserves	11/1/2004	12/1/2023	US Bank	Bond issue to fund housing projects	182	\$ 335,815	N	\$ 335,815					\$ -				\$ -
41	Tax Allocation Revenue Refunding Bonds Series 2014A	Reserves	12/18/2013	12/1/2023	US Bank	Refunding bond issue of non-housing projects	182	\$ 566,500	N	\$ 566,500					\$ -				\$ -
42	Tax Allocation Revenue Refunding Bonds Series 2014A	Reserves	12/23/2014	12/15/2023	US Bank	Refunding bond issue of non-housing projects	182	\$ 880,000	N	\$ 880,000					\$ -				\$ -
43									N	\$ -					\$ -				\$ -
44									N	\$ -					\$ -				\$ -
45									N	\$ -					\$ -				\$ -
46									N	\$ -					\$ -				\$ -
47									N	\$ -					\$ -				\$ -
48									N	\$ -					\$ -				\$ -
49									N	\$ -					\$ -				\$ -
50									N	\$ -					\$ -				\$ -
51									N	\$ -					\$ -				\$ -
52									N	\$ -					\$ -				\$ -
53									N	\$ -					\$ -				\$ -
54									N	\$ -					\$ -				\$ -

Covina Recognized Obligation Payment Schedule (ROPS 16-17) - ROPS Detail

July 1, 2016 through June 30, 2017
(Report Amounts in Whole Dollars)

A Item #	B Project Name/Debt Obligation	C Obligation Type	D Contract/Agreement Execution Date	E Contract/Agreement Termination Date	F Payee	G Description/Project Scope	H Project Area	I Total Outstanding Debt or Obligation	J Retired	K ROPS 16-17 Total	R Non-Redevelopment Property Tax Trust Fund (Non-RPTTF)			U Non-Admin	V Admin	W 16-17B Total
											R	S	T			
											16-17B					
											ROPS 16-17 Total			RPTTF		
											Bond Proceeds	Reserve Balance	Other Funds	Non-Admin	Admin	16-17B Total
5	2004 Tax Allocation Bonds Series B-7	Revenue Bonds Issued On of Fees	11/1/2004	12/1/2023	US Bank	Bond issue to fund housing projects	1	\$ 48,283,121	N	\$ 13,594,206	\$ 388,613	\$ -	\$ 2,520,896	\$ 125,000	\$ 2,645,896	
7	Fiscal Agent Fees		7/1/1997	12/1/2023	US Bank	Fiscal agent fees to maintain bond funds	1&2	2,759,011	N	\$ 2,500	\$ 2,500	\$ -	\$ 2,500	\$ -		
8	Continuing Disclosure	Fees	7/1/1997	12/1/2023	HDL	Required calculations to comply with bond covenants	1&2	52,500	N	\$ 7,500	\$ -	\$ -	\$ 7,500	\$ -		
9	Arbitrage Calculations	Fees	7/1/1997	12/1/2023	Millidm	Required calculations to comply with bond covenants	1&2	22,500	N	\$ 2,500	\$ -	\$ -	\$ 2,500	\$ -		
12	Lease Payable RUS Financial	Third-Party Loans	4/1/2010	6/30/2017	RUS Financial	General Purpose	1	588,080	N	\$ 588,080	\$ -	\$ -	\$ -	\$ -		
13	Employer Obligations	Unfunded Liabilities	9/1/1985	6/30/2024	City of Covina	Retiree Obligations	1	2,952,000	N	\$ 50,000	\$ -	\$ -	\$ 299,040	\$ 2,900,000		
14	Transitional House	Bond Funded Project - Housing	2/1/2005	6/30/2024	CCLA	Low-moderate transitional housing	1&2	146,000	N	\$ 27,000	\$ -	\$ -	\$ 25,000	\$ -		
16	Transitional House	Bond Funded Project - Housing	2/1/2005	6/30/2024	City of Covina	Direct program administration	1&2	126,000	N	\$ 18,000	\$ -	\$ -	\$ -	\$ -		
17	Housing Development	Bond Funded Project - Housing	11/1/2004	6/30/2024	Property Owner/Developer	Affordable Housing Development	1&2	283,041	N	\$ 283,041	\$ -	\$ -	\$ -	\$ -		
22	Maintenance of Agency owned Property	Property Maintenance	1/1/2011	6/30/2024	United Fencing/Sewer Service/Insurance	Maintain assets under AB1X 26	1&2	37,500	N	\$ 15,000	\$ -	\$ -	\$ 7,500	\$ -		
24	Housing Set Aside Deferral 1995 SERAFERAF		6/1/1995	6/30/2024	Covina Housing Authority	Repayment to housing fund	1&2	280,678	N	\$ 280,678	\$ -	\$ -	\$ -	\$ -		
25	SERAFERAF loan from Housing 2010		2/16/2010	6/30/2024	Covina Housing Authority	Repayment to housing fund	1&2	2,178,030	N	\$ 1,010,784	\$ -	\$ -	\$ -	\$ -		
26	SERAFERAF loan from Housing 2011		6/15/2010	6/30/2024	Covina Housing Authority	Repayment to housing fund	1&2	448,251	N	\$ -	\$ -	\$ -	\$ -	\$ -		
30	City Loan	City/county loan (Prior to 2/8/11), Other	2/1/2002	6/30/2024	City of Covina	Operating Loan	1	2,435,744	N	\$ -	\$ -	\$ -	\$ -	\$ -		
31	Bond Project	Bond Funded Project - Pre-2011	11/1/2004	6/30/2024	Property Owner/Developer	Bond Proceeds project	1	1,003,673	N	\$ 1,003,673	\$ -	\$ -	\$ -	\$ -		
32	Bond Project	Bond Funded Project - 2011	11/1/2004	6/30/2024	Property Owner/Developer	Bond Proceeds project	1	5,156,072	N	\$ 5,156,072	\$ -	\$ -	\$ -	\$ -		
34	Tax Allocation Revenue Refunding Bonds Series 2013E	Refunding Bonds Issued After 6/27/12	12/1/2013	12/1/2023	US Bank	Refunding bond issue of non-housing projects	1&2	14,113,750	N	\$ 790,750	\$ -	\$ -	\$ 236,500	\$ -		
35	Tax Allocation Revenue Refunding Bonds Series 2013E	Fees	12/1/2013	12/1/2023	US Bank	Fiscal agent fees to maintain bond funds	1&2	24,800	N	\$ 1,200	\$ -	\$ -	\$ 1,200	\$ -		
36	Housing Entity Administrative Cost Allowance	Admin Costs	7/1/2015	7/1/2019	City of Covina	As allowed by AB 471	1&2	600,000	N	\$ -	\$ -	\$ -	\$ -	\$ -		
37	Tax Allocation Revenue Refunding Bonds Series 2014A	Refunding Bonds Issued After 6/27/12	12/23/2014	12/15/2023	US Bank	Refunding bond issue of non-housing projects	1&2	5,480,875	N	\$ 1,925,300	\$ -	\$ -	\$ 94,825	\$ -		
38	Tax Allocation Revenue Refunding Bonds Series 2014A	Fees	12/23/2014	12/15/2023	US Bank	Fiscal agent fees to maintain bond funds	1&2	24,800	N	\$ 1,200	\$ -	\$ -	\$ 1,200	\$ -		
39	Administration	Admin Costs	7/1/2016	6/30/2017	City of Covina	Administration	1&2	7,750,000	N	\$ 250,000	\$ -	\$ -	\$ -	\$ -		
40	2004 Tax Allocation Bonds Series B-7	Reserves	11/1/2004	12/1/2023	US Bank	Bond issue to fund housing projects	1	335,816	N	\$ 335,816	\$ -	\$ -	\$ -	\$ -		
41	Tax Allocation Revenue Refunding Bonds Series 2013E	Reserves	12/18/2013	12/1/2023	US Bank	Refunding bond issue of non-housing projects	1&2	566,500	N	\$ 566,500	\$ -	\$ -	\$ -	\$ -		
42	Tax Allocation Revenue Refunding Bonds Series 2014A	Reserves	12/23/2014	12/15/2023	US Bank	Refunding bond issue of non-housing projects	1&2	880,000	N	\$ 880,000	\$ -	\$ -	\$ -	\$ -		
43									N	\$ -	\$ -	\$ -	\$ -	\$ -		
44									N	\$ -	\$ -	\$ -	\$ -	\$ -		
45									N	\$ -	\$ -	\$ -	\$ -	\$ -		
46									N	\$ -	\$ -	\$ -	\$ -	\$ -		
47									N	\$ -	\$ -	\$ -	\$ -	\$ -		
48									N	\$ -	\$ -	\$ -	\$ -	\$ -		
49									N	\$ -	\$ -	\$ -	\$ -	\$ -		
50									N	\$ -	\$ -	\$ -	\$ -	\$ -		
51									N	\$ -	\$ -	\$ -	\$ -	\$ -		
52									N	\$ -	\$ -	\$ -	\$ -	\$ -		
53									N	\$ -	\$ -	\$ -	\$ -	\$ -		

Covina Recognized Obligation Payment Schedule (ROPS 16-17) - Report of Cash Balances
 (Report Amounts in Whole Dollars)

A	B	C	D	E	F	G	H	I						
									Fund Sources					
									Bond Proceeds		Reserve Balance		Other	RPTTF
Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS and DDR balances retained	Prior ROPS RPTTF distributed as reserve for future period(s)	Rent, grants, interest, etc.	Non-Admin and Admin									
Cash Balance Information by ROPS Period														
ROPS 15-16A Actuals (07/01/15 - 12/31/15)														
1	Beginning Available Cash Balance (Actual 07/01/15)	7,084,304	1,812,046	-	1,261,775	813,826	80,588		Includes final year end entries					
2	Revenue/Income (Actual 12/31/15) RPTTF amounts should tie to the ROPS 15-16A distribution from the County Auditor-Controller during June 2015	16	94				80,890		Interest on Col C Bond Proceeds held by Agency not yet recorded					
3	Expenditures for ROPS 15-16A Enforceable Obligations (Actual 12/31/15)													
4	Retention of Available Cash Balance (Actual 12/31/15) RPTTF amount retained should only include the amounts distributed as reserve for future period(s)	7,084,320	1,812,140		1,261,775	780,643	125,000		Assumes all RPTTF received for 15-16A has been expended					
5	ROPS 15-16A RPTTF Balances Remaining	No entry required												
6	Ending Actual Available Cash Balance C to G = (1 + 2 - 3 - 4), H = (1 + 2 - 3 - 4 - 5)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 33,183	\$ 36,478						
ROPS 15-16B Estimate (01/01/16 - 06/30/16)														
7	Beginning Available Cash Balance (Actual 01/01/16) (C, D, E, G = 4 + 6, F = H4 + F4 + F6, and H = 5 + 6)	\$ 7,084,320	\$ 1,812,140	\$ -	\$ -	\$ -	\$ 33,183	\$ 36,478						
8	Revenue/Income (Estimate 06/30/16) RPTTF amounts should tie to the ROPS 15-16B distribution from the County Auditor-Controller during January 2016						2,745,986							
9	Expenditures for ROPS 15-16B Enforceable Obligations (Estimate 06/30/16)					33,183	2,782,464							
10	Retention of Available Cash Balance (Estimate 06/30/16) RPTTF amount retained should only include the amounts distributed as reserve for future period(s)	7,084,320	1,812,140											
11	Ending Estimated Available Cash Balance (7 + 8 - 9 - 10)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -						

Covina Recognized Obligation Payment Schedule (ROPS 16-17) - Notes July 1, 2016 through June 30, 2017	
Item #	Notes/Comments



CITY OF COVINA

AGENDA REPORT

ITEM NO. CC 9

MEETING DATE: February 2, 2016

TITLE: **Professional Services Agreement with Curt Pringle & Associates for Community Outreach, Media Relations and Strategic Communications**

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

RECOMMENDATION: Approve the Professional Services Agreement for Community Outreach, Media Relations and Strategic Communication Services with Curt Pringle & Associates and authorize the City Manager to execute the Agreement on behalf of the City.

BACKGROUND:

Due to the complexity, scope and strategic importance of the redevelopment of the former K-Mart property, it is recommended that a specialized professional consulting firm with expertise in community outreach, media relations and strategic communications be retained. The former K-Mart property is located at 1162 N. Citrus Avenue and is envisioned to be redeveloped through the efforts of a joint public-private partnership.

DISCUSSION:

Curt Pringle & Associates (“CP&A”) is a full-service government affairs, land use, public affairs and public relations consulting firm. CP&A has significant experience in community outreach and strategic communications for challenging land use development projects. The Covina iTEC project located on the former K-Mart site is envisioned to combine significant public improvement features along with a private development component for the innovative reuse of the site. Because of the complexity and uniqueness of the project, it is prudent to include in the project team a professional consulting entity with expertise and specialized experience in community outreach, media relations and strategic communications regarding innovative infill land use development projects.

The CP&A agreement will be funded via a deposit agreement with MLC Holdings, Inc. and Foothill Transit. The City of Covina will provide the remaining third of the required funding for the CP&A agreement. Pursuant to the provisions of the Covina Municipal Code Section 2.20.175, a formal competitive bidding process is not required for the professional services provided by CP&A.

FISCAL IMPACT:

The proposed professional services agreement stipulates a monthly retainer of \$10,000 per month, plus printing and mileage. The initial estimate for the duration of the professional services by CP&A is twelve (12) months, for a grand total of \$120,000 through February 2017. Pursuant to Deposit Agreements with MLC Holdings, Inc. and Foothill Transit, CP&A’s fee will be jointly funded by MLC Holdings, Inc.,

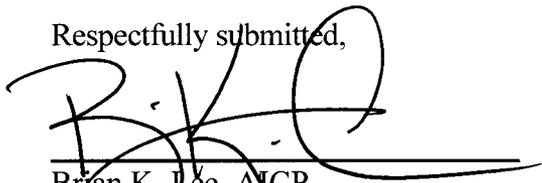
Foothill Transit and the City of Covina, with each agency/entity responsible for an equal one-third of the CP&A fee. The CP&A professional services agreement will be administered by the City of Covina.

Therefore, the amount of the CP&A fee the City of Covina will be responsible for will be \$40,000, plus printing and mileage, over a twelve (12) month time period. The CP&A fee will be funded from Account No. 4060-4000- 55020. The City Council adopted Resolution No. 16-7455 at the January 19, 2016 City Council meeting, amending the FY 2015-2016 operating budget by creating new Account No. 4060-4000-55020 with an initial allocation of \$75,000. It is anticipated that for the FY 2016-2017 operating budget, an additional funding request will be made for additional funds to be allocated to Account No. 4060-4000-55020. Also, funds received from MLC Holdings, Inc. and Foothill Transit, pursuant to Deposit Agreements, will be placed into Account No. 4060-4000-55020.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

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

Respectfully submitted,



Brian K. Lee, AICP
Director of Community Development

ATTACHMENTS:

Attachment A: Curt Pringle & Associates Professional Services Agreement

**CITY OF COVINA
PROFESSIONAL SERVICES AGREEMENT**

1. PARTIES AND DATE.

This Agreement is made and entered into this 2nd 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 Curt Pringle & Associates, a California Corporation with its principal place of business at 1801 East Katella Avenue, Suite 1002, Anaheim, California 92805 (“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 community outreach, media relations and strategic communication 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 Covina iTEC/Foothill Transit/Citrus Promenade 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 community outreach, media relations and strategic communication 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 2, 2016 to February 2, 2017, 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 "A" 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: Peter Whittingham and Elizabeth Ramirez.

3.2.5 City's Representative. The City hereby designates Brian K. Lee, or his 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 Peter Whittingham, 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" 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*: 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 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.

3.2.11.4 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.

3.2.11.5 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.

3.2.11.6 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.

3.2.11.7 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.

3.2.11.8 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.

3.2.11.9 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, which will cover all costs associated with this work, excluding printing and mileage as set forth in Exhibit "A", for all Services rendered under this Agreement at the rates set forth in Exhibit "A" attached hereto and incorporated herein by reference. The total compensation shall not exceed One Hundred Twenty Thousand Dollars (\$120,000) for the total duration of this Agreement, without written approval of the 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:

Curt Pringle & Associates
1801 E. Katella Avenue, Suite 1002
Anaheim, CA 92805
Attn: Curt Pringle

City:

City of Covina
125 E. College St.
Covina, CA 91723
Attn: Brian K. Lee, Director of Community Development

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. The City Manager is authorized to enter into an amendment on behalf of the City to make the following non-substantive modifications to the Agreement; (s) name changes; (b) extension of time; (c) non-monetary changes in the scope of work; (d) Agreement termination.

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 CURT PRINGLE & ASSOCIATES**

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

CITY OF COVINA

By: _____
Andrea M. Miller
City Manager

Attest: _____
Mary Lou Walczak
City Clerk

Curt Pringle & Associates, a California Corporation

By: _____
(Signature)

Name *(Print)*

Title *(Print)*

By: _____
(Signature)

Name *(Print)*

Title *(Print)*

EXHIBIT "A"
**SCOPE OF SERVICES,
SCHEDULE OF SERVICES AND
COMPENSATION**

(Behind this Page)

Proposal for Strategic Communications and Community Outreach for the Covina iTec Development Project

Presented To:

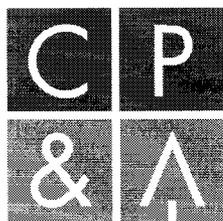


Foothill Transit
Going Good Places



January 25, 2016

Presented By:



**Curt Pringle
& Associates**
GOVERNMENT AFFAIRS | LAND USE | PUBLIC AFFAIRS & PUBLIC RELATIONS

1801 East Katella Avenue, Suite 1002 Anaheim, CA 92805 | (714) 939-9070 | www.curtpringle.com



January 25, 2016

Andrea Miller
City Manager
City of Covina
125 East College Street
Covina, CA 91723-2199

Curt Pringle & Associates (CP&A) is pleased to provide our proposal for strategic communications, coalition building and public outreach services for the Covina iTec development project in the City of Covina. CP&A has a proven track record in developing and delivering successful large-scale public outreach campaigns in support of a wide variety of private and public development and infrastructure projects. Our experience and expertise has provided us the opportunity to be called upon to lead the community outreach and government affairs efforts on many of the region's largest and most challenging projects.

Past projects include:

- The Azusa Rock Project, wherein CP&A served as spokesperson and coordinated and implemented all community and government outreach efforts and provided strategic guidance to Vulcan Materials. Our efforts ultimately resulted in City Council approval of the Company's application and subsequent voter approval of the project when it was challenged via referendum.
- Strategic guidance and government outreach services to the Foothill Gold Line Construction Authority in support of Phase 2A's inclusion in Metro's Long Range Transportation Plan (LRTP). Our services were instrumental in accelerating the construction schedule for the project, which will become operational in spring of 2016.
- Community outreach to residents and businesses in the City of Claremont on behalf of the City's opposition to Golden State Water Company, its water service provider, and the City's plan to acquire the water delivery infrastructure via eminent domain.
- Working with Jamboree Housing Corporation in partnership with the City of Buena Park on the development of Clark Commons, a 70-unit affordable apartment community, which included a partnership with the Buena Park School District to help advance the District's K-6 digital learning initiative.

We appreciate the opportunity to present our qualifications to you. We have the best team in place to successfully develop and implement a strategic communications and community outreach effort for the Covina iTec development. We look forward to the opportunity to assist your team in fulfilling the goals of this project.

Sincerely,

A handwritten signature in black ink that reads 'Curt Pringle'.

■ 1801 East Katella Avenue, Suite 1002, Anaheim, CA 92805 ■ ph 714.939.9070 fax 714.939.9080
email@curtpringle.com ■ www.curtpringle.com

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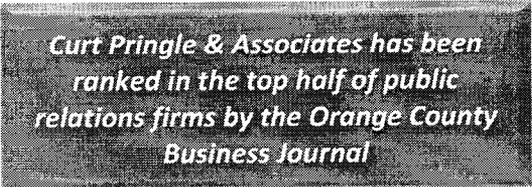
ABOUT US

Launched in 1999 by Curt Pringle, former State Assembly Speaker and former Mayor of Anaheim, Curt Pringle & Associates (CP&A) is a full-service government affairs, land use, and public affairs and public relations firm based in Orange County. Our team boasts over one hundred years combined experience working in the California Legislature, local, regional and state government agencies, and private industry.

CP&A employs a phased approach that is guided by CP&A's Community Engagement Guiding Principles:

- Communicate **HONESTLY** with stakeholders and our client
- Engage stakeholders with **CREATIVITY** and **COMPASSION**
- Provide **CONSISTENT** and **EFFECTIVE** guidance to our client
- **DELIVER** the right message

CP&A creates and implements comprehensive strategic communications plans that focus on strengthening the relationship between our client, elected officials and the local community. Our focus is ensuring targeted audiences -- residents, community leaders and business groups, as well as local and regional media outlets -- understand the political, economic, societal and public policy implications of our clients' goals. We utilize our comprehensive writing,



Curt Pringle & Associates has been ranked in the top half of public relations firms by the Orange County Business Journal

editing and public relations abilities to clearly illustrate clients' perspectives to the media, industry associations, non-governmental agencies, interest groups and the public.

Building positive public perceptions and working with the public and media can be challenging. CP&A takes a strategic approach to every issue and works with clients on the successful implementation of public relations programs with a focus on perception management, crisis communications, and counsel on strategic issues. We specialize in the development and delivery of crucial messages to the media and the community via a broad media spectrum, enhancing trust, communication and transparency between local government and the communities in which they serve.

A true area of strength is crisis communications...and crisis *avoidance*. We pride ourselves on safely navigating clients through the often-tumultuous media waters and steering them clear of potentially detrimental public exposure. We have provided these services, and others, to both public agencies and private companies.

RELEVANT FIRM EXPERIENCE



Served as spokesperson, coordinated and implemented all community and government outreach and provided strategic guidance to Vulcan Materials on behalf of the company's Azusa Rock project. CP&A's efforts ultimately resulted in City Council approval of the Company's application and subsequent voter approval of the project when it was challenged via referendum. (See Attachment A for full case study).



CP&A provides strategic counsel and consensus-building for Jamboree Housing. Jamboree is an affordable housing provider whose mission is to strengthen California's communities by creating opportunities for lower income families, seniors and those with special needs, to access housing that is affordable, with resident services that are responsive, and programs that are essential to improving the quality of their lives.

For the past three years, CP&A has assisted Jamboree's Executive Team with winning strategies that have resulted in quality affordable housing developments in communities across Orange County. As strategic counsel to Jamboree, CP&A advises the company on community-specific values and local politics. Community outreach is an important element of CP&A's service to Jamboree and we work with key stakeholders and community leaders to build consensus for affordable housing.



SOUTHERN CALIFORNIA
ASSOCIATION of GOVERNMENTS

CP&A built consensus and support for Orange County's Sustainable Community Strategy on behalf of SCAG. Engaging a

broad group of stakeholders (both supporters and critics) on a monthly basis, our team successfully built a foundation of understanding for the process and requirements of SB375. This effort included preparing and editing materials and speeches and coordinating presentations that explain complex technical information in a straightforward manner.

This effort demonstrated CP&A's knowledge of southern California planning and environmental issues and proved to be a format for effective communication, collaboration, and consensus-building to meet SCAG's goals.



CP&A leads the community and public relations efforts for the Anaheim Transportation Network. Our team works to ensure all relevant stakeholders and interested parties are involved to help shape the future of the ATN's role and responsibilities. Our outreach program includes strategic communication with ATN stakeholders, community members and members of the media.

CP&A drafts press releases and media alerts for ATN events and programs. In this capacity, CP&A coordinates press conferences and tours for the media of the ATN infrastructure and services. CP&A serves as the media contact for ATN on any media inquiries and prepares talking points for ATN representatives for press conferences. These services have helped to increase awareness of ATN services as well as enhance relationships with businesses and community organizations throughout Orange County.

CP&A also provides governmental affairs services to ATN. In this capacity, CP&A helps to facilitate and enhance relationship with

the Orange County Transportation Authority, local elected officials, and city staff for various cities throughout Southern California. These services also include

assisting in applying for grants at the local, state, and federal level as well as ensuring compliance with those grants that are awarded.

PROJECT UNDERSTANDING

A public-private partnership between MLC Holdings, Inc., the City of Covina, and Foothill Transit has been established to redevelop the former Kmart site located at the northeast corner of Citrus Avenue and Covina Blvd. Named Covina iTec, the project site consists of approximately 10.5 acres, which is currently zoned for commercial use.

The public-private partnership is proposing to transform the site into a comprehensive mixed-use development consisting of approximately 114 residential units, a transit center (with some related retail) operated by Foothill Transit, and a community center with a business incubator component as a way to diversify the use and maximize the potential of the existing site. The property will require a zone change and General Plan Amendment, which may include adoption of a specific plan, development agreement, tract map and an environmental document. On the latter, while this project is subject to CEQA, it is anticipated the project will merit

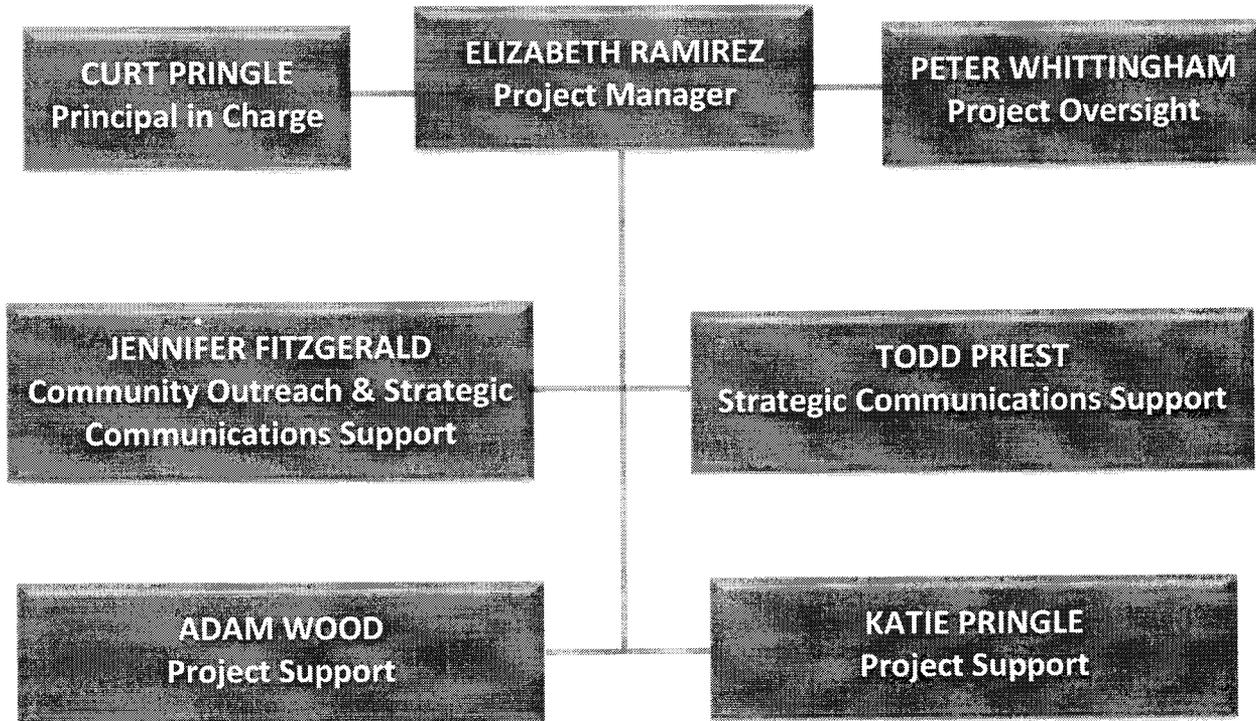
a Mitigated Negative Declaration. The project will also be subject to the National Environmental Policy Act, or NEPA, and the filings required of this process.

A portion of the site is currently privately owned by an external third party not involved in the public-private partnership. The City of Covina could very likely exercise eminent domain powers to acquire that portion of the project site to include in the larger Covina iTec development plan.

A strategic communications and public outreach plan is crucial to the success of the Covina iTec development. Because of the unique collaborative partnership between the City of Covina, Foothill Transit, and MLC Holdings, consistent and transparent messaging within the community is essential in garnering project support. In addition to general messaging, a supplemental and targeted strategic effort will be made when developing specific messaging relating to project-related issues, such as traffic impacts, eminent domain, etc.

TEAM ORGANIZATIONAL CHART

CP&A has an experienced team that collectively, under the leadership of our Project Manager, Elizabeth Ramirez, can provide strategic communications and community outreach. Below is an organization chart. Full resumes can be found in Attachment A.



PROJECT APPROACH

The purpose of this Community Outreach Plan is to build public understanding and support for the Covina iTec development project through increased stakeholder education and engagement.

PHASE I

Identify Team Priorities and Sensitive Issues

The CP&A team will immediately meet with representatives of the City of Covina, Foothill Transit, and MLC Holdings to identify project goals. In order to provide exceptional outreach and communication services, it is equally important for the CP&A team to develop a thorough understanding of any sensitive project implications that may affect the strategic communications plan.

Identification of Community Groups & Key Stakeholders

The CP&A team will immediately establish a master list of all community, government and local organization contacts, as well as key businesses and business associations. This list will enable the CP&A team to develop open lines of communication early in the process and develop stakeholder support. The list will be separated into two types: highly impacted parties and general outreach. Those residents and businesses who reside or conduct business directly adjacent to the project site will require additional outreach in a more sensitive manner.

General Audience	High Impact Audience
- Residents	- Adjacent Neighbors
- Businesses	- Adjacent Businesses
- Community Organizations	
- HOA's	
- Places of Worship	
- Media Outlets	

A focus will be made on developing long-term relationships with these parties, persuading them to support the completion of the project based upon the positive impact it will have within the community.

Due Diligence

CP&A will establish a current baseline of the true perceptions of the proposed project from business owners, residents and community groups. Initial outreach will be targeted and conducted towards a preselected audience, based off the recommendations of those existing CP&A relationships within the Covina community (i.e., City Council members and business owners). One-on-one meetings will be conducted with this audience, with the ultimate goal of gauging initial impressions. This invaluable insight will guide CP&A in understanding current public perception and aid in the development of the strategic communications and community outreach plan.

Message Development & Collateral

Materials

Upon completion of the initial due diligence efforts, CP&A will utilize the insight and feedback from those conversations to craft current, relevant, and impactful messaging that will resonate with the community. Messages will remain aligned with the goals of the City of Covina, Foothill Transit, and MLC Holdings, while ensuring honesty and transparency within the community.

It is imperative that the messaging neutralize opposition at various stages of the project. In order to remain ahead of any potential opposing groups, CP&A will internally identify potential opposition talking points and proactively prepare strategic responses to address each of them.

CP&A will develop collateral materials that will be utilized for community outreach efforts.

Project information sheets will highlight the community benefits of the development. Statistics and forecasts of the challenges, demands, and needs of housing and transportation will also be incorporated into the messaging. The collateral materials will also address public concerns regarding potential impacts to residents and local businesses.

This information will become part of a standardized presentation that will be used to brief interested parties on the project. Input from the City of Covina, Foothill Transit, and MLC Holdings will be sought to assist in developing the standard presentation.

PHASE II

Public Engagement

While CP&A relies heavily on person-to-person interaction, we will also utilize other approaches to effectively deliver our messaging. These approaches may include:

- A local government education campaign
- Outreach to local and regional transportation organizations
- Recruiting of surrogate speakers and champions from service clubs
- Chamber of Commerce outreach
- HOA outreach
- Digital media campaign
- Letter writing campaign to local media
- Direct mail campaign
- Earned and paid media

Some crucial components that will be included in the communications and outreach program:

- An action oriented follow-up and relationship maintenance program to keep project supporters engaged in the conversation and constantly educated

with the facts on an ongoing basis through digital and traditional media and direct marketing.

- Media persuasion is essential. A proactive earned media strategy and tactical effort that includes ongoing relationship cultivation with reporters and opinion leaders as well as constant education to the press and public.

Media

The CP&A team can produce press releases pertaining to major aspects of the development efforts. The CP&A team will handle media inquiries, and/or can complement the efforts of the existing public information officers. All media strategies will be developed with input from and approval of the City of Covina, Foothill Transit, and MLC Holdings.

Creating a social media strategy will help set the tone for the public outreach program. It is critical to ensure that constituents and stakeholders are engaged early and are continuously provided updates. We can either use existing social media assets or create new social media platforms that are designed to share project information. The use of social media is critical to reaching out to the community to best dialogue with members of the public. Social media is especially useful for communicating timely information, such as upcoming events, and for simply engaging people in conversation by highlighting the project's importance and benefits. It will also serve as a vital "listening" tool for our team to determine if outreach efforts need to be modified to be more effective.

Community Outreach Meetings

Community outreach meetings will be held on an ongoing basis, at one or more locations deemed appropriate by the City of Covina, Foothill Transit, and MLC Holdings. These

meetings will utilize the presentation format mentioned previously and include opportunities for questions and answers. These meetings will complement the project as the entitlement process commences:

Letters of Support

Key community leaders and local organizations that are supportive of this project will be asked to prepare project support letters. These letters of support will serve as further endorsement of the Covina iTec development, as the signor will emphasize the community benefits and

highlight the overall importance of this project.

Monitor and Refine Efforts

CP&A will organize regular meetings with the City of Covina, Foothill Transit, and MLC Holdings to review the outreach efforts and determine any changes in strategies that need to be evaluated and/or implemented.

CONCLUSION

Through CP&A's comprehensive services which include strategic communications and outreach, public engagement, public relationship building and project spokesperson, Covina residents and the Covina business community will gain a stronger understanding of the Covina iTec development project. Through clear and concise communication, creative and compassionate stakeholder engagement, consistent and effective client guidance and the delivery of the right messages, the Covina iTec project will be a success.

COST PROPOSAL

Curt Pringle & Associates proposes to successfully provide the following Tasks described in this proposal as followed:

Phase I	
Month 1	Identify Team Priorities and Sensitive Issues Identification of Community Groups & Key Stakeholders Due Diligence Message Development & Collateral Materials
Phase II	
Months 2 -12	Public Engagement Media Community Outreach Meetings Letters of Support Monitor and Refine Efforts

This proposal stipulates a 12 month contract

A monthly retainer of **\$10,000** will cover all costs associated with this work, excluding printing charges and mileage.

Other Costs	Printing	Variable*
	Mileage	To be billed at Federal rate

*Routine, day-to-day administrative costs and expenses are included in our fee; out-of-pocket costs and expenses that we bill separately include large-volume photocopying, postage, messenger service, and special projects and activities, such as the production of collateral materials, which would be estimated for your approval in advance and billed separately.

Attachment A

Case Study:

Azusa Rock Project: Strategic Communications, Public Affairs, & Media Outreach

Azusa Rock Project: Strategic Communications, Public Affairs, & Media Outreach Case Study

Curt Pringle & Associates (CP&A) was retained by Vulcan Materials Company, Western Division (Vulcan) to develop a public affairs program in the City of Azusa to ultimately gain approval for a 270-acre infill aggregate mining facility. Despite organized and vocal opposition, CP&A successfully gained City Council approval of the

Environmental Impact Report, Revised Conditional Use Permit/Reclamation Plan and Development Agreement for the Azusa Rock Project. This legislative action was later upheld by 70% voter support when challenged with a referendum vote – an overwhelming success.

ABOUT VULCAN MATERIALS



Vulcan Materials Company, a member of the S&P 500 index, is the nation's foremost producer of construction aggregates and a major producer of other construction materials. The company's Western Division has more than 70 facilities in Arizona, California and New Mexico and approximately 1,800 employees.

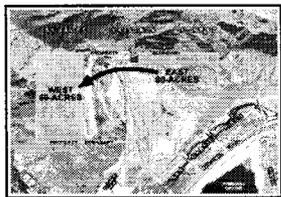
The Azusa Rock Quarry is a strategically located source of reserves in the San Gabriel Valley and contains over 100 million tons of quality granite aggregate, allowing Vulcan

to supply critical California infrastructure projects and commercial development for decades to come. This site is a 270-acre urban aggregate mining facility adjacent to residential uses in both the cities of Azusa and Duarte. Mining has been permitted in the Azusa foothills since the 1920s, but upon Vulcan's acquisition of the property in 1999, the company spent many years redesigning a mining plan that would minimize impacts on the neighboring community.

THE ISSUE

In 2005, Vulcan unveiled a plan that would have dramatically increased the amount of mining at Azusa Rock. This proposal was met with strong opposition from the City of Azusa, community groups and residents. This public misstep fostered a great deal of distrust and resentment toward Vulcan; in fact, one former Azusa Planning Commissioner organized a group, "Save Our Canyon," to oppose Vulcan.

Additionally, the well-respected and trusted local paper, *San Gabriel Valley Tribune*, had consistently challenged Azusa Rock, as evidenced in an editorial from January 2009, "Our View: Moving mining dust around" and again in a June, 2009 editorial, "Our View: The dust from the San Gabriels."

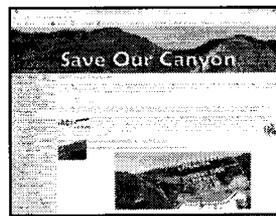


The proposed plan exchanged 80 acres of mining rights on the east side of the property for 80 acres of mining rights on the west side. Significantly enhancing the appearance

of Azusa Rock, the proposed reclamation plan would require Vulcan Materials to replace the existing large 30 to 50 foot high benches with 12 to 24 inch benches that blend closely with the natural landscape. The smaller benches would be contoured into the hillside, creating

natural drainages and allowing re-vegetation of existing and future mined areas to be consistent with the surrounding hillsides. Under the proposed plan, no additional acres would be mined at Azusa Rock, and Vulcan materials would never be allowed to apply for an extension on their 50-year mining permit, which was approved in 1988.

In 2008, the CP&A team began a broad research effort to learn more about the community and general public perception. This included polling, focus groups, community meetings, direct communication with local and regional elected leaders, strategic meetings with local business and community groups and an in-depth analysis of all project-related press materials. In addition,



our research also included the opposition group "Save Our Canyon" and their leadership, goals and tactics. And finally, as our team would be serving as sole spokespersons for the project, our research also

included an in-depth study of the revised permit and complete briefing on all project related elements. This includes a study of the Environmental Impact Report and mining industry terminology and history.

Azusa Rock Project: Strategic Communications, Public Affairs, & Media Outreach Case Study

PLANNING

Our research provided a quick understanding of the close-knit nature of the City of Azusa – a city with great pride in their history and residents. With the legacy and perception of hillside mining and consistent negative media attention, we knew it would be difficult to get project supporters to be vocal. With these challenges, coupled with the details of a technically revised mining plan, the CP&A team knew that this would be a demanding outreach and approval process. Planning for this public affairs program was focused on improving relationships and gaining support of five key groups: Azusa residents, City of Azusa elected and appointed leadership and staff, local media outlets and community and area business groups.

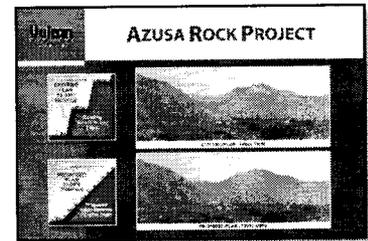


CP&A developed a template for focus groups and community meetings to share the elements of the new mining plan in a way that could easily be conveyed and understood. CP&A

created five (5) presentation boards that told the story not only of the need for, but also the multiple benefits of, a new mining plan. After message refinement and

training, experts from Vulcan and the CP&A team each highlighted a different project element, including design, visual improvement, environmental protection, community involvement and similar project examples. Additionally, CP&A wrote copy, chose photography and directed design of the Azusa Rock website (www.AzusaRock.com), project brochures and fact sheets.

Additionally, our team created handouts with project visuals that show the dramatic visual improvements of the project from various angles, as well as project maps. Both of these elements were used in one-on-one meetings with community leaders, residents and local business groups to gain support and project endorsements.



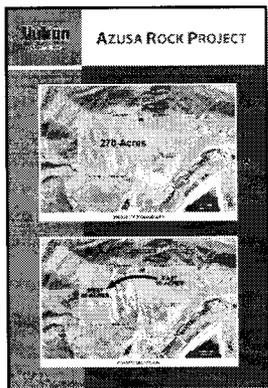
The timeline for this project was determined by the project hearing schedule. The first Azusa Planning Commission hearing on the plan was held in January, 2010, with City Council hearings starting in April and culminating in July, 2010.

IMPLEMENTATION

CP&A initiated a public outreach campaign for Vulcan Materials' Azusa Rock Project to inform the community the benefits of the project. There were several strategies utilized to support the efforts of CP&A.

Community Meetings

To raise awareness of and support for Azusa Rock's new plan, CP&A hosted twelve bilingual community meetings. While some of the meetings were hosted on-site at Azusa Rock, many were placed strategically across the City of Azusa, ensuring each Azusa resident received an invitation to one of the meetings. Each meeting included the detailed project presentation using the presentation boards described above.



From these meetings and other public affairs efforts, CP&A was able to develop a list of more than 700 Azusa residents who supported the revised mining plan. Using this list, CP&A activated many supporters to speak in favor of the project at public hearings, write letters to the editor and op-ed pieces, and share project information with their neighbors.

Key Supporters

Additionally, CP&A met with many community groups and secured the endorsement of the Azusa Chamber of Commerce, the Azusa Police Officers' Association, the Irwindale Chamber of Commerce and the Building Industry Association (BIA), in addition to many key local business leaders and residents.

Direct Mail Campaign

CP&A also raised awareness of the Azusa Rock project through a direct mail campaign. This campaign consisted of five pieces, the first two of which included action cards enabling residents to register support for the project;

Azusa Rock Project: Strategic Communications, Public Affairs, & Media Outreach Case Study

these cards were sent to the Azusa City Council to urge plan approval. CP&A was responsible for copy writing, photo selection and design supervision for each piece.

Media Relations

The Azusa Rock Project received significant news coverage throughout 2010, including more than 40 printed articles in the *San Gabriel Valley Tribune* and *Los Angeles Times*, as well as television coverage by ABC and CBS News. To alter local media perception, representatives of CP&A became the sole point of media contact for the project. Being the single source of Vulcan- and project-related information enabled CP&A to develop a valuable relationship with the local *Tribune* reporter, who covered the story at least once a week – and more when necessary. Additionally, CP&A met with the Editorial Board of the San Gabriel Valley Newspaper group and explained in detail the new plan for Azusa Rock, answering questions and clarifying many misconceptions about the project. After this meeting, CP&A continued to be a trusted resource to the newspaper group via private briefings and on-site tours and was the go-to source for breaking news, quotes and other information on behalf of Vulcan Materials Company.

Elected Officials and Public Meetings

Throughout the public process, CP&A also served as the primary contact for Azusa Planning Commissioners and Azusa City Council members regarding the Azusa Rock Project. CP&A also met personally a number of times

with these appointed and elected leaders on an as-needed basis.

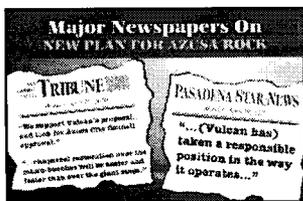
CP&A presented the project at all Azusa Planning Commission and City Council Meetings and fielded questions from appointed and elected officials on the projects during these public meetings. To aid in these meetings, CP&A designed public presentation boards to be on display and clearly outline project benefits.

PARTIAL LIST OF PROJECT STRATEGIES:

1. Azusa Rock Website Development
2. Community Outreach/Meetings
3. Ongoing Press Releases
4. Editorial Board Briefings
5. Direct Mail Campaign
 - a. Community Meeting Invitations
 - b. Call to Action Letter to Supporters
 - c. Project Description Mailers w/ Response Cards
 - d. Fact vs. Fiction Direct Mail Pieces
 - e. Newspaper Endorsement Mail Piece
 - f. Thank You Letter to Supporters
 - g. Thank You Letter from Key Endorsements
6. Advertisements in *San Gabriel Valley Tribune*
7. Public Presentation Elements
 - a. Display Boards
 - b. Sample Public Hearing Presentation
8. List of Azusa Rock Supporters for Azusa City Council
9. Measure A Website Copy
10. Measure A Handouts

OUTCOME

CP&A proved invaluable to the success of the Azusa Rock Project. After months of extensive communication on behalf of Vulcan, acting as the public spokespersons for the company at all public meetings and working to build a momentum of community support, the Azusa Planning Commission and Azusa City Council approved the Final Environmental Impact Report, Revised Conditional Use Permit/Reclamation Plan.



Another notable area of evaluation was the new relationship with local media outlets, including the *San Gabriel Valley Tribune*, which changed its position and ultimately

supported the project in three separate editorials. By building a level of trust with the editorial and management staff, CP&A was able to correct project

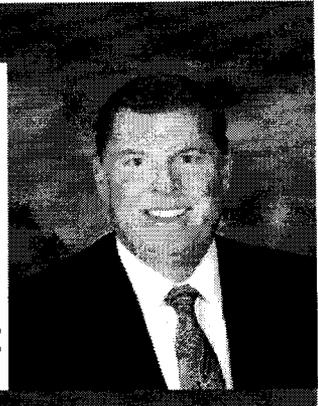
misconceptions and convert negative coverage of the Azusa Rock Project to create a relationship that Vulcan continues to benefit from today.

Finally, after being engaged with the Azusa community for this project, CP&A is credited for not only bringing the community together in support of the project but establishing trust between Vulcan and the Azusa community. This is further demonstrated when the community voted 2 to 1 to uphold the approved plan after put to a referendum vote, Measure A.

Attachment B
Team Resumes



Curt Pringle
& Associates



Curt Pringle President

COMMISSIONS & BOARDS

Board of Trustees,
Woodbury University,
Burbank, CA

Board Member,
Orange County Taxpayers
Association (OC Tax)

Chair of the
Anaheim Museo Foundation

Former Chair of California
High Speed Rail Authority

Former OCTA Board Member

Former Chair of the
Transportation 2020
Committee

Former Board Member
Orange County Fair

EDUCATION

Master's Degree,
Public Administration,
California State University,
Long Beach

Bachelor's Degree,
Business Administration,
California State University,
Long Beach

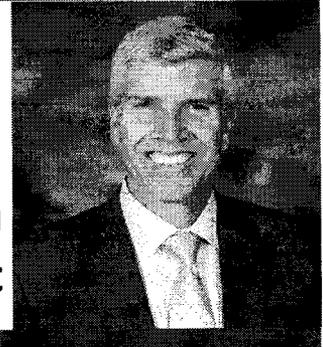
Curt Pringle, a land use, public relations and government affairs consultant, with over 30 years of experience, has a passion for navigating the political process on a state and local level. With extensive depth and breadth of policy knowledge, Mr. Pringle provides strategic advice to a variety of both public and private sector clients. Mr. Pringle is a trusted third party who is sought after for sound counsel and action.

Mr. Pringle brings an immense amount of civic knowledge to the Curt Pringle & Associates diverse client base. He served two terms as the directly-elected Mayor of Anaheim from 2002 until 2010. In addition, he served in the California State Assembly from 1988-1990 and again from 1992-98.

PROFESSIONAL HIGHLIGHTS

- Mayor of Anaheim 2002-2010
- California State Assembly member, 1988-1990 and 1992-1998
- Speaker of the California State Assembly, 1996
- During his tenure in the State Assembly, Mr. Pringle was rated by the independent California Journal as the "Best Problem Solver" and as the "Most Influential Leader" of the California State Assembly
- During his tenure in the State Assembly, Assemblyman Pringle served as the Republican Leader, Republican Caucus Chair, chairman of the Appropriations Committee, chairman of the Rules Committee and vice chairman of the Budget Committee. He also served on the Insurance, Governmental Organization, Banking, Local Government and Joint Legislative Budget Review Committees. Additionally, he served as a budget conferee in 1995, where he authored the 1995-1996 California State Budget.
- Former Governor Schwarzenegger appointee on the Public Employee Post Employment Benefits Commission, 2007 to 2008
- Former appointee of the Senate Majority Leader to the National Conference on Retirement Savings
- Served on the Orange County Republican Central Committee and the California Republican Central Committee. In 1996, 2004 and 2008 he was a California Delegate to the Republican National Convention.
- Was a key architect of California's historic, bipartisan welfare reform plan in 1997, and in 1996 he authored successful legislation to provide California businesses with a five-percent tax cut.

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Peter Whittingham
Vice President

PROFESSIONAL HIGHLIGHTS

Former Senior Deputy, Supervisor Mike Antonovich

Former Member, Antelope Valley Air Quality Task Force

Former Executive Director of the Los Angeles County Council on Physical Fitness and Sports

Former Public Information Officer for the City of Glendale, Parks and Recreation Division

COMMISSIONS & BOARDS

City of Rancho Santa Margarita Planning Commission

Air & Waste Management Board

EDUCATION

Bachelor of Arts, Journalism, California State University, Northridge

Peter Whittingham joined CP&A in 2001, providing critical strategic analysis, legislative and regulatory guidance and entitlement facilitation services to both public and private sector clients.

Prior to joining CP&A, Peter was Vice President of Government Affairs for Environmental Mediation, Inc., a Newport Beach-based government affairs firm specializing in environmental issues.

Peter previously spent more than 12 years as speechwriter and policy aide to Los Angeles County Supervisor Michael Antonovich, providing direct oversight of various County departments and regional government agencies, including the South Coast AQMD and the LA Memorial Coliseum Commission.

Before joining the Supervisor’s staff in 1987, Mr. Whittingham served as a reporter for the Glendale News-Press and as Public Information Officer for the City of Glendale’s Parks and Recreation Division.

Peter lives in Rancho Santa Margarita, where he served on the City’s CDBG Committee for six years and as a member of the City’s Planning Commission from 2010-2014. He served as Planning Commission chair during the time when

REPRESENTATIVE PROJECTS

LA Football Club – Project Manager for innovative multi-jurisdictional public-private partnership in the City of Tustin.

Huntington Beach Marketing and Visitors Bureau – Working collaboratively with the Bureau and the City of Huntington Beach, developed and coordinated outreach to elected officials and served as spokesperson for marketing and public relations campaign to preserve beach bonfire rings at the City’s beaches and throughout southern California.

South Orange County Water Coalition - Worked with a coalition of nine agencies on behalf of their collective effort to resolve governance issues related to the municipal Water District of Orange County, also known as MWDOC.

UDR - Assisted UDR with facilitating community meetings to obtain City approval of a 320 unit apartment complex in Mission Viejo.

Santa Margarita Water District – Oversaw public opinion polling of ratepayers, provided strategic guidance and public relations services to the District on behalf of various infrastructure projects, including the Upper Chiquita Reservoir and Cadiz Valley Conservation, Water Recovery and Storage project and the current water use curtailment campaign.



Elizabeth Ramirez Community Outreach Director

PROFESSIONAL HIGHLIGHTS

2013 Woman of the Year
for the City of Azusa by
Congresswoman Grace
Napolitano (32nd District)

COMMISSIONS & BOARDS

Women's Transportation
Seminar (WTS) Los Angeles,
California Programs
Committee Co-Chair

Former Board Member,
Canyon City Foundation

EDUCATION

Certificate in International
Business Practice, The
Mountbatten Institute,
London, UK

Master's Public
Administration,
University of La Verne

Bachelor of Arts,
Business Administration,
Whittier College

Elizabeth Ramirez is an integral part of CP&A's outreach efforts. Ms. Ramirez has over 10 years of experience as a consultant and volunteer working in various communities throughout Los Angeles County.

She was instrumental in successfully leading the grassroots efforts to approve several large land-use projects including a 500 acre, 1,250 home housing development and an aggregate mining facility, both located in the San Gabriel Valley. These projects were approved and passed with strong support, collectively generating over \$3 million dollars for the community.

Ms. Ramirez has been responsible for the planning, developing and coordination of numerous special events, fundraisers, and grassroots communication campaigns. She also has extensive experience in grant writing and proposal management. She has served as a grant writer for Habitat for Humanity, developing targeted messaging to explicitly and concisely reach the selected constituency.

REPRESENTATIVE PROJECTS

MemorialCare, Saddleback Memorial Medical Center San Clemente - Providing legislative advocacy and community coalition building services in Southern California to support AB 911 (Brough) and SB 787 (Bates), which would enable MemorialCare to operate a satellite emergency room at its San Clemente Campus.

Vulcan Materials Company, Western Division, Azusa Rock Project - Provided community outreach for Vulcan's revised reclamation plan for a 270-acre infill aggregate mining facility. The City Council approval of the Environmental Impact report, Revised Conditional Use Permit/Reclamation Plan and Development Agreement for the Azusa Rock Project was later upheld by 70% voter support when challenged with a referendum vote. Ms. Ramirez served as the lead in the grassroots outreach effort, responsible for community outreach and education on the ballot measure. She developed collateral materials and coordinated and organized all of the campaign events. In addition, she successfully recruited local community members to serve as project champions and engaged them to promote the project within the community.

Monrovia Nursery Company, Rosedale Specific Plan - Led the grassroots effort to successfully pass the ballot referendum for the Rosedale Specific Plan. Responsible for the development of the communication plan and supporting collateral materials. Mobilized community groups and garnered support from local elected officials.



Jennifer Fitzgerald Vice President

PROFESSIONAL HIGHLIGHTS

CEO and President of CL7
Communications

Executive Director, California
Women's Leadership Association

Congressional District
Chief of Staff

District Director, California State
Assembly

COMMISSIONS & BOARDS

Fullerton City Council

2nd Vice President, Association of
California Cities – Orange County

Board Member, Orange County
Taxpayers Association

Past President, Fullerton Chamber
of Commerce

Former Member, Board of
Directors, Fullerton Historic
Theater Foundation

Founder, Give Back (Packs)
Fullerton

Former Fullerton Planning
Commissioner

Former Member, Fullerton General
Plan Advisory Committee

EDUCATION

Communication Studies,
Biola University

Jennifer Fitzgerald has over 20 years of government and public affairs experience, in a variety of capacities. She has led major strategic communications efforts and outreach campaigns specializing in developing strategic relationships and bringing together stakeholders to build momentum for consensus-based solutions.

Ms. Fitzgerald is also an elected official, having been elected to the Fullerton City Council in November 2012. In her first two years in office, Jennifer played a key role in several significant accomplishments, including a retroactive refund of water rate overcharges, public safety reform, and an aggressive plan to repair the cities' aging roads and water infrastructure.

REPRESENTATIVE PROJECTS

MemorialCare, Saddleback Memorial Medical Center San Clemente – Provided legislative advocacy and community coalition building services in Southern California to support AB 911 (Brough) and SB 787 (Bates), which would enable MemorialCare to operate a satellite emergency room at its San Clemente Campus.

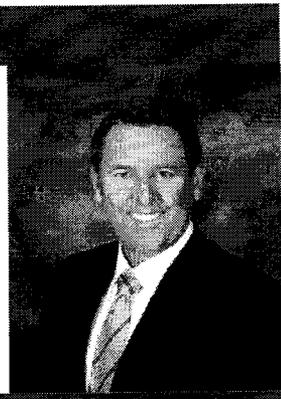
Mobilitie, Inc. – Provided land use and entitlement services, as well as strategic communications across a broad spectrum of elected officials and municipal staff.

Irvine Ranch Water District – Led public outreach and public engagement efforts on a variety of district initiatives which included targeting stakeholders for engagement and advocacy. Developed outreach plan and objectives that included strategies relative to both industry and residential audiences. Facilitated community meetings and targeted stakeholder communications.

Greenspot LLC. – Collaborated on strategic communications methods and objectives relative to a new community development in the City of Highland. Developed communications documents. Advised principals on community consensus building within the community of Mentone.



Curt Pringle
& Associates



Todd Priest
Vice President

PROFESSIONAL HIGHLIGHTS

Vice President,
Orange County Business Council

Vice President,
Building Industry Association of Southern California

Deputy Executive Director,
California Republican Party

Director of Local Government Affairs,
California Grocers Association

COMMISSIONS & BOARDS

Former Member,
South Coast Air Quality Management District's Advisory Council

Former Member,
Southern California Association of Government Benchmark's Task Force

EDUCATION

Political Science and Adult Learning Behavior,
California State University, Long Beach

Todd Priest has 25 years of experience in government and public relations. He has lead numerous efforts supporting major infrastructure projects throughout Southern California. His experience includes the areas of transportation, water, energy generation and conveyance, as well as mining and reclamation.

Mr. Priest provides strategic advice and management services to several of California's leading trade associations. He is often called upon to facilitate dialogue, allowing for consensus building, whereby various stakeholders can collaborate in order to achieve mutually agreed upon goals and outcomes.

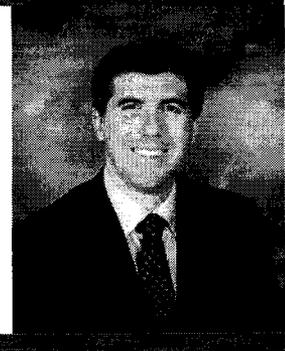
REPRESENTATIVE PROJECTS

Vulcan Materials Company, Western Division - Successfully managed the public and government affairs for 190 acres on aggregate mining. Developed stakeholder and community support, including the endorsement of key media outlets. Developed messaging and exhibits detailing the new reclamation plan for the aggregate facility, as well as project benefits. Conducted community outreach meetings and direct mail campaigns, developed the project web site, and established a non-profit community support organization. Successfully opposed a referendum against the project's approval.

City of Claremont, Municipal Water Service - Developed a successful community outreach strategy to educate the community on the difference between an investor-owned utility versus a municipal water utility. Efforts included community meetings, focus groups, small and large scale presentations, editorial board meetings, and media appearances.

Anaheim Transportation Network - Developed an outreach program which includes strategic communication with ATN stakeholders, community leaders, international tourism leaders, and members of the media. Conducted focus groups and one-on-one interviews to develop a short and long-term sustainable plan for the organization with quantifiable outputs. Facilitated and enhanced relationships with the regional transportation agencies, elected officials, and city staff for various cities throughout Southern California.

Children & Families Commission of Orange County - Implemented state and local communications strategy to promote Commission-funded programs and initiatives as effective models to serve young children and their families. Established the Orange County Commission as a statewide leader in early childhood investments. Developed a pro-active campaign to the business, establishing private-sector partnership to advance the goals and mission of the organizations.



Adam Wood
Account Manager

PROFESSIONAL HIGHLIGHTS

Former Legislative Director,
California State Assembly

Jesse M. Unruh
Assembly Fellow Alumnus,
Class of 2004-2005

EDUCATION

Juris Doctorate,
Southwestern Law School

Masters,
Public Administration,
University of Southern
California

Bachelor of Arts,
Political Science,
Loyola Marymount University

Adam Wood serves as an Account Manager for Curt Pringle & Associates. With a strong background in State and Local government, Mr. Wood enhances the ability of CP&A to deliver a full-range of services to clients. Having previously served as a Legislative Director in the California State Assembly and as a Policy Consultant in Orange County, Mr. Wood has extensive knowledge and experience in California governance. Mr. Wood has also worked as a Legislative Aide, an Unruh Assembly Fellow and spent time with the Los Angeles District Attorney's Hardcore Gang division prior to joining CP&A.

As Account Manager, Mr. Wood assists our clients with their land use and entitlement needs. His long standing relationships with public agency personnel enable him to successfully navigate clients through the entitlement, plan check and construction processes. In addition, he has extensive experience in public affairs and community outreach, providing media relation services and crisis communications, as well as legislative research and analysis.

REPRESENTATIVE PROJECTS

Serrano Water District – Provides ongoing community outreach and government affairs services. Plans and facilitates townhall meetings and focus groups. Manages media relations.

Northgate Market – Land Use and Government Affairs. Facilitate business expansion efforts by overseeing the entitlement process and ensuring deadlines are met and the proper government approvals garnered.

Association of California Recycling Industry – Provide ongoing legislative reasearch and analysis for all industry related issues.

Additional projects include:

Coffee Bean – Land Use and Planning

Irvine Ranch Water District – Community Outreach

Marconi – Land Use and Planning

McDonalds - Land Use and Planning

Mobilitie – Information Outreach and Land Use

NRG – Community Outreach and Government Affairs

Sky Views of America - Land Use, Planning and Government Affairs

Space Center – Land Use and Planning



Katie Pringle Client Liaison/Account Manager

PROFESSIONAL HIGHLIGHTS

Community Outreach and HR Coordinator for SC Fuels
Volunteer and Event Coordinator for Transparent Productions
Manager's Assistant, Marriott

COMMISSIONS & BOARDS

Executive Board Member and CFO for Orange Chamber
Legislative Action Committee Member for Orange Chamber
Member, Orange Elks Lodge
Fundraising Committee Member for Anaheim MUZEO

EDUCATION

Bachelor of Science, Business Marketing, Minor, Biblical and Theological Studies, Biola University
2011 Excellence in Marketing Award, Dean's List, Cum Laude

With a strong background in marketing and community relations, Ms. Pringle enhances the ability of CP&A to deliver a wide variety of services to both current and future clients. She has extensive knowledge of community outreach through charitable giving efforts, marketing and community representation.

Ms. Pringle's past experience managing charitable giving programs raised over \$300,000 for various Orange County communities. She has coordinated over 30 community and employee events, administered nearly 10 marketing surveys, and developed 4 comprehensive marketing plans. At CP&A, Katie's skillset provides immense value to clients, as she assists with client communications, press events, association events and general outreach.

REPRESENTATIVE PROJECTS

Children and Families Commission of Orange County – Assist in implementing communication strategies and meetings with city representatives, school boards and other community organizations. Helped implement the 2015 HomeAid Essentials For Young Lives Campaign that is partially funded through the Commission, which included numerous media events and other outreach efforts.

Association of California Recycling Industries (ACRI) – Coordinate member events for the association. Assist with statewide communication strategies and coordinate support for legislation in line with ACRI's core values.

Irvine Ranch Water District (IRWD) – Assisted with public outreach, local support, and communication efforts.

Anaheim Transportation Network/Anaheim Resort Transportation– Organized multiple press events and assisted with press release distribution and communication.

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CITY OF COVINA

AGENDA REPORT

ITEM NO. CC 10

MEETING DATE: February 2, 2016

TITLE: **Resolution No. 16-7456** amending the Parks & Recreation Department, Library Services Division Fiscal Year 2015-2016 operating Budget by \$1,000 for a Teen Tech Week grant from the Young Adult Library Services Association (YALSA).

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

RECOMMENDATION: Adopt **Resolution No. 16.7456** amending the Parks & Recreation Department, Library Services Division Fiscal Year 2015-2016 operating Budget by \$1,000 for a Teen Tech Week grant from the Young Adult Library Services Association (YALSA).

BACKGROUND:

The Young Adult Library Services Association (YALSA) offers an annual grant in partnership with Best Buy to public libraries that serve youth ages 12-18. This grant is designed to encourage outstanding digital literacy focused on Teen Tech Week activities by providing financial assistance, while recognizing YALSA members for excellent library services for and with teens, especially those teens that lack access to current technology. YALSA encouraged innovative proposals that help teens gain skills in using digital media.

The Library Services Division submitted a proposal for a \$1,000 grant to upgrade the young adult computers with digital sketchpads and protective cases, digital literacy books, and gift card rewards for young adults who participate in activities during Teen Tech Week. The library also proposed Teen Tech Week programs, including a Digital Literacy Day, providing a tutoring session focused on Google images, skills in Microsoft Word, and tutoring on the use of a digital sketchpad tablet. The secondary activity proposal included one-on-one tutoring appointments with young adults on digital literacy during Teen Tech Week. The grant application was submitted on December 30, 2015.

DISCUSSION:

On January 19, 2016, the City of Covina received a Grant Award Notification, awarding the Library Services Division \$1,000 for fiscal year 2015-2016. Since these grant funds were not included in the fiscal year 2015-2016 budget, a budget amendment to reflect the unanticipated revenues of \$1,000 and expenditures is necessary.

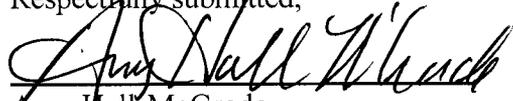
FISCAL IMPACT:

There is no General Fund impact.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

None.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Amy Hall-McGrade". The signature is written in a cursive style with a horizontal line underneath it.

Amy Hall-McGrade

Parks & Recreation and Library Services Director

ATTACHMENTS:

Attachment A: Budget Resolution No. 16-7456

RESOLUTION NO. 16-7456

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, TO AMEND THE PARKS & RECREATION DEPARTMENT, LIBRARY SERVICES DIVISION FISCAL YEAR 2015-2016 OPERATING BUDGET BY \$1,000 FOR A TEEN TECH WEEK GRANT FROM THE YOUNG ADULT LIBRARY SERVICES ASSOCIATION (YALSA).

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

WHEREAS, the 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;

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

WHEREAS, the intent for all expenditures for Teen Read Week programming will be covered through YALSA grant funds.

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

SECTION 1. Amend the Parks & Recreation Department, Library Services Division Operating Budget as follows:

28303900-48500-TTW	Revenue	\$1,000
28303900-54030-TTW	Computer Supplies	\$ 710
28303900-54100-TTW	Books	\$ 210
28303900-54140-TTW	Awards	\$ 80

SECTION 2. The City Clerk shall certify to the passage and adoption of this resolution and shall enter the same in the Book of Original Resolutions.

APPROVED and PASSED this 2nd 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. 16-7456** was duly adopted by the City Council of the City of Covina at a regular meeting held on the 2nd 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. CC 11

MEETING DATE: February 2, 2016

TITLE: **Resolution No. 16-7457** amending the Parks & Recreation Department's fiscal year 2015-2016 operating budget by \$3,220 for Cultural Arts events

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

RECOMMENDATION: Adopt **Resolution No. 16-7457** amending the Parks & Recreation Department's fiscal year 2015-2016 operating budget by \$3,220 for Cultural Arts events.

BACKGROUND:

Since 2010, the City has coordinated an annual Dia De Los Muertos event for the community. The events prior to 2015 were held at Covina Park. With the event attendance increasing each year, it was necessary to seek alternative locations that could better accommodate the thousands of attendees.

Staff approached Forest Lawn-Covina Hills, which also sponsored a Dia De Los Muertos event, to determine if a partnership opportunity existed. The opportunity did exist, and a very successful event was held on November 1, 2015.

DISCUSSION:

The fiscal year 2015-2016 Cultural Arts event budget was prepared with the assumption that the Dia De Los Muertos event would be held at Covina Park. By relocating the event to Forest Lawn-Covina Hills, the City was able to accommodate the significant growth in participation. However, there were increased costs related to staffing and location fees that were not anticipated. Overall, the increased cost to the city is \$3,300 and includes \$440 for staffing, \$2,200 for location fee, and \$590 for event supplies. These changes necessitate a budget amendment to allocate funding in the amount of \$3,300 from the Cultural Arts Restricted Donation Fund to expenditure accounts in the Parks & Recreation Program.

FISCAL IMPACT:

There are sufficient funds available in the Cultural Arts Restricted Donation fund balance. There is no General Fund impact.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

None.

Respectfully submitted,

Amy Hall-McGrade
Parks & Recreation and Library Services Director

ATTACHMENTS:

Attachment A: Budget Resolution 16-7457

RESOLUTION NO. 16-7457

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, AMENDING THE PARKS & RECREATION DEPARTMENT'S FISCAL YEAR 2015-16 OPERATING BUDGET BY \$3,220 FOR CULTURAL ARTS EVENTS.

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

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

WHEREAS, the budget was approved 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 Resolution of the City Council; and

WHEREAS, the opportunity arose to partner with Forest Lawn – Covina Hills for the 2015 Dia De Los Muertos event; and

WHEREAS, the relocation of the event from Covina Park to Forest Lawn enabled the City to accommodate the significant growth in participation and resulted in increased costs related to staffing and location fees; and

WHEREAS, sufficient funds exist in the Cultural Arts Restricted Donation Fund Balance to cover the costs associated with the event;

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

SECTION 1. Amend the Fiscal Year 2015-16 operating budget as follows:

Account Number	Account Title	Original Budget	Increase	Revised Budget
2600 3800 50015	Part-Time Employees	\$ 1,080	\$ 440	\$ 1,520
2600 3800 51600	Recreation Program Fees	\$ 2,000	\$ 2,200	\$ 4,200
2600 3800 54590	Other Recreation Supplies	\$ 200	\$ 590	\$ 790

SECTION 2. The City Clerk shall certify to the passage and adoption of this resolution and shall enter the same in the Book of Original Resolutions.

APPROVED AND PASSED this 2nd 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 Clark, Chief Deputy City Clerk of the City of Covina, do hereby certify that Resolution No. 16-7457 was duly adopted by the City Council of the City of Covina at a regular meeting of the City Council held on the 2nd day of February, 2016, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Dated:

SHARON F. CLARK, Chief Deputy City Clerk



CITY OF COVINA

AGENDA REPORT

ITEM NO. CC 12

MEETING DATE: February 2, 2016

TITLE: **Resolution No. 16-7458** amending the Parks & Recreation Department's fiscal year 2015-2016 operating budget by \$2,500 for Community Engagement Activities Related to the Countywide Parks Needs Assessment

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

RECOMMENDATION: Adopt **Resolution No. 16-7458** amending the Parks & Recreation Department's fiscal year 2015-2016 operating budget by \$2,500 for Community Engagement Activities Related to the Countywide Parks Needs Assessment.

BACKGROUND:

The County of Los Angeles is conducting a countywide assessment of the need for parks and recreation in both cities and unincorporated areas. The goal of the Parks Needs Assessment is to engage all communities with the county in a collaborative process to gather data and input for future decision-making on parks and recreation. The Parks Needs Assessment will increase the understanding of existing park and recreation assets, and help determine how to improve, expand, and make parks more accessible. The final report will determine Study Areas and identify, prioritize and outline costs for potential park projects with each Study Area.

DISCUSSION:

On October 10, 2015, the City of Covina entered into an Agreement with Los Angeles County for Community Engagement Activities related to the Countywide Parks Needs Assessment. As part of this Agreement, the City of Covina agreed to publicize and conduct a community meeting, and subsequently submit a list of ten potential projects to County. In exchange, the County agreed to provide a stipend of \$2,500 to cover these costs. These costs include printing of flyers and banners to advertise the community meeting, supplies and refreshments for the meeting, and staff assistance.

This project was not anticipated at the time the Fiscal Year 2015-2016 budget was adopted by the City Council. Therefore, a budget amendment to reflect the \$2,500 in revenue and expenditures of the funds in the Parks & Recreation operating budget is necessary.

FISCAL IMPACT:

There is no General Fund impact as the costs related to the City's participation are covered by the stipend.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

None.

Respectfully submitted,

Amy Hall-McGrade
Parks & Recreation and Library Services Director

ATTACHMENTS:

Attachment A: Budget Resolution 16-7458

Attachment B: Funding Agreement for Community Engagement Activities

RESOLUTION NO. 16-7458

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, AMENDING THE PARKS & RECREATION DEPARTMENT'S FISCAL YEAR 2015-16 OPERATING BUDGET BY \$2,500 FOR COMMUNITY ENGAGEMENT ACTIVITIES RELATED TO THE COUNTYWIDE PARKS NEEDS ASSESSMENT.

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

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

WHEREAS, the budget was approved 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 Resolution of the City Council; and

WHEREAS, the City of Covina entered into an Agreement with Los Angeles County on October 10, 2015 for Community Engagement Activities Related to the Countywide Parks Needs Assessment; and

WHEREAS, Los Angeles County provided a stipend of \$2,500 to each participating agency to cover the City's costs related to the Needs Assessment and conduct of community outreach efforts;

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

SECTION 1. Amend the Fiscal Year 2015-16 operating budget as follows:

Account Number	Account Title	Original Budget	Increase	Revised Budget
1010 3000 43328	Community Involvement	\$ -	\$ 2,500	\$ 2,500
1010 3000 50015	Part-Time Employees	\$ 18,440	\$ 200	\$ 18,640
1010 3000 53590	General Printing	\$ 700	\$ 1,450	\$ 2,150
1010 3000 54000	Office Accessories	\$ 1,600	\$ 600	\$ 2,200
1010 3000 54410	Food Supplies	\$ 300	\$ 250	\$ 550

SECTION 2. The City Clerk shall certify to the passage and adoption of this resolution and shall enter the same in the Book of Original Resolutions.

APPROVED AND PASSED this 2nd 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 Clark, Chief Deputy City Clerk of the City of Covina, do hereby certify that Resolution No. 16-7458 was duly adopted by the City Council of the City of Covina at a regular meeting of the City Council held on the 2nd day of February, 2016, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Dated:

SHARON F. CLARK, Chief Deputy City Clerk

**FUNDING AGREEMENT
FOR COMMUNITY ENGAGEMENT ACTIVITIES RELATED TO
THE COUNTYWIDE PARKS NEEDS ASSESSMENT
CITY OF COVINA**

THIS FUNDING AGREEMENT ("Agreement") is made and entered into this day of October 10, 2015 by LOS ANGELES COUNTY, body corporate and politic ("County") and CITY OF COVINA a body corporate and politic ("City").

WITNESSETH:

WHEREAS, the County Board of Supervisors adopted a motion dated February 3, 2015 authorizing the Director of the County Department of Parks and Recreation to execute this Agreement with the City to fund costs for community engagement activities ("Community Engagement") related to the countywide parks needs assessment effort upon approval as to form by County Counsel.

WHEREAS, the County is willing to provide the City with funding to assist the City in its efforts to engage the residents of the study area(s) listed on Exhibit A attached hereto (each, a "Study Area") to identify and prioritize park projects within such Study Area (s).

WHEREAS, the City, with funding assistance from County, intends to implement a community engagement plan attached thereto as Exhibit B ("Community Engagement Plan") within the Study Area(s).

WHEREAS, County intends to provide funds to the City in the amount of \$2,500 ("Engagement Funds") per Study Area and pursuant to California Government Code Section 26227 County may fund projects that are necessary to meet the social needs of the County.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the parties hereto agree as follows:

A. Approved Funding and Costs. County hereby grants to the City the Engagement Funds in the amount of \$2,500 (\$2,500 per Study Area) to support the City's Community Engagement.

B. Agreement Term. This Agreement will remain in force until completion of the Community Engagement by the City, or as mutually agreed by the City and the County.

C. Indemnity

1. City agrees to indemnify defend and hold harmless County, its agents, special districts, elected officials, officers and employees, from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to bodily injury, death, personal injury, or property damage arising from or connected with City's operations or services hereunder, including any workers' compensation suits, Federal Fair Labor Standards Act wage or hour law violations, liability, or expense, arising from or connected with services performed by or on behalf of City by any person pursuant to this Agreement.

2. County agrees to indemnify, defend and hold harmless City, its officers, directors, or employees, from and against any and all liability, expense (including reasonable outside attorney fees) resulting from the willful negligent acts or omissions of County, its agents, officers, or employees in connection with this Agreement.

HOA.1184451.3

D. Financial Records

1. The City agrees to use a generally accepted accounting system and to maintain satisfactory financial accounts, documents, and records of this expenditure of Engagement Funds and to make them available to County for auditing and inspection at reasonable times for the purpose of verifying appropriateness and validity of expenditures of Engagement Funds under the terms of this Agreement. The City also agrees to retain such financial accounts, documents, and records for five (5) years following termination of this Agreement.

2. The City, within thirty (30) days of notification from County of its audit findings, may dispute the audit findings in writing to County and provide County with records and/or documentation to support the expenditure claims. County shall review this documentation and make a final determination as to the validity of the expenditures.

E. Notices and Approvals

All notices and approvals shall be directed to and made by the following representatives of the parties:

To the Department: Parks and Recreation
 Attn: Norma E. Garcia, Deputy Director
 Planning & Development Agency
 510 South Vermont Avenue
 Los Angeles, CA 90020

To City: Name: Andrea M. Miller City Manager
 Address: 125 East College Street
 Covina, CA 91723

F. Severability/Effective Date/Governing Law/Counterparts/Nondiscrimination

If any provision of this Agreement, or the application thereof, is held to be invalid, that invalidity shall not affect other provisions or applications of the Agreement that can be given effect without the invalid provision or application, and to this end the provisions of the Agreement are severable. The effective date of this Agreement shall be the date that the Agreement is executed by the Department's Director. This Agreement will be governed by and construed in accordance with California laws. This Agreement may be executed in counterparts, each of which shall be deemed an original. The City shall not discriminate against any person on the basis of race, color, sex, sexual orientation, age, religious belief, national origin, marital status, physical or mental handicap, medical condition, or place of residence in the use of the Engagement Funds paid to the City pursuant to this Agreement.

G. Independent Status.

This Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association as between County and City. City understands and agrees to bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any person for injuries arising from or connected with services performed on behalf of City pursuant to this Agreement.

H. Compliance with Law

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CITY OF COVINA

AGENDA REPORT

ITEM NO. CC 13

MEETING DATE: February 2, 2016

TITLE: **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, Approval of 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

PRESENTED BY: Siobhan Foster, Director of Public Works

RECOMMENDATION:

- 1) Adopt **Resolution No. 16-7459** confirming 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;
- 2) Approve 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
- 3) Increase 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.

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.

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.

On January 21, 2016, the project was substantially complete, operational, and tested. During the installation of the booster pump control panel (VFD system), however, the main power breaker did not test well and needs to be replaced to allow maximum use of the pumps, including the 50 horsepower fire pump. The equipment lead time is seven to ten days. Installation will take two days. Expected completion of the breaker installation is on or before January 29, 2016. On February 16, 2016, the Department of Public Works will request acceptance of the completed improvements and authorization to file a Notice of Completion for the project.

October 2015	November 2015	December 2015	January 2016	
Brithinee Electric: Design and build the booster pump control panel (VFD system)				√ Complete
A & B Electric: Demolition and booster pump control panel installation				√ Complete
Control Automation Design, Inc.: Configuration & installation of SCADA system controls				√ Complete
A & B Electric: Replace & install main breaker, enclosure, and wiring (CO No. 2)				

As of January 21, 2016, the City Engineer and Water Services Supervisor have reviewed Change Order No. 2 for completeness and accuracy as to the materials and labor included.

- Change Order No. 2: Procurement of 1-Square D 200 AMP, 3 Pole 600 volt main breaker and enclosure, installation services, and wiring. This will allow maximum use of the pumps, including the 50 horsepower fire pump.

Pursuant to Public Contracts Code Section 22050, the City Manager, through the Department of Public Works, will provide project updates at every regularly scheduled City Council meeting until the emergency project is completed.

The Department of Public Works is also seeking City Council approval of a \$0.45 increase to the initial contract amount with Brithinee Electric to reflect the actual cost (instead of the rounded cost) and an increase in the amount of the previously approved Change Order No. 1 by \$87.30, from \$970.00 to \$1,057.30 to reflect the addition of sales tax. On December 15, 2015, the City Council 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 \$970.00, from \$28,127.00 to \$29,097.00. The Department of Public Works failed to request approval for the sales tax associated with this item. The cumulative effect of these adjustments will increase the contract cost with Brithinee Electric by \$87.75, from \$29,097.00 to \$29,184.75.

FISCAL IMPACT:

The estimated fiscal impact associated with the Roycove Reservoir and Pump Station Emergency Repair Project is approximately \$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).

Proposed Change Order No. 2, which includes the procurement of a 1-Square D 200 AMP, 3 Pole 600 volt main breaker and enclosure, installation services, and wiring would increase the contract with A & B Electric by \$2,395.15, from \$12,570.00 to \$14,965.15 and reduce the Contract Administration/Inspection by an equivalent amount from \$7,163.00 to \$4,767.85. Contract Administration/Inspection services for this project is less than budgeted.

The proposed \$0.45 increase to the initial contract amount with Brithinee Electric to reflect the actual cost (instead of the rounded cost) and an increase in Change Order No. 1 by \$87.30 to reflect the addition of sales tax would cumulatively increase the contract with Brithinee Electric by \$87.75, from \$29,097.00 to \$29,184.75 and reduce the Contingency Allowance by an equivalent amount from \$240.00 to \$152.25. The following table represents an updated summary of the proposed project:

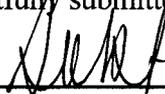
Booster Pump Control Panel/VFD System Upgrade	\$29,184.75
SCADA Upgrade	\$30,930.00
Demolition and Installation Services	\$14,965.15
Contingency Allowance	\$152.25
Contract Administration/Inspection	\$4,767.85
Estimated Total	\$80,000.00

The proposed emergency project has 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: Resolution No. 16-7459
- Attachment B: Change Order No. 2

RESOLUTION NO. 16-7459

**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**

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

WHEREAS, the City endeavors to provide safe and reliable public facilities for public use; and

WHEREAS, from time-to-time City facilities will experience unexpected failure, stress, or damage in the course of routine operations; and

WHEREAS, the resolution of any unexpected failure, stress, or damage may occur at times when the competitive bidding process is not possible in order to bring a swift resolution to the interruption of regular services, requiring that the City contract with the vendors who are most readily and reasonably available to address the urgent situation; and

WHEREAS, the City of Covina has identified that one of the City's water pumping stations, Roycove Reservoir and Pump Station, is in need of immediate attention. The station recently failed two fire flow tests and did not perform adequately when unexpected field conditions simulated a third fire flow test due to aged Variable Frequency Drive (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; and

WHEREAS, on October 6, 2015, the Covina City Council adopted Resolution No. 15-7400 declaring an emergency condition and declaring that the public interest and necessity requires certain work to be performed without competitive bidding pursuant to California Public Contract Code Sections 20168 and 22050; and

WHEREAS, under Section 22050 of the California Public Contract Code "a public agency, pursuant to a four-fifths vote of its governing body may repair or replace a public facility, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts;" and

WHEREAS, the City Manager immediately retained the services necessary to rehabilitate the Roycove Reservoir and Pump Station without competitive bidding, including 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; and

WHEREAS, the schedule for the Roycove Reservoir and Pump Station Emergency Repair Project runs tentatively from early-October 2015 through project completion estimated to occur in mid-to-late January 2016; and

WHEREAS, on October 20, 2015, the Covina 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; and

WHEREAS, on November 3, 2015, the Covina 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; and

WHEREAS, on November 17, 2015, the Covina 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; and

WHEREAS, on December 1, 2015, the Covina 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; and

WHEREAS, on December 15, 2015, the Covina 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

WHEREAS, on January 5, 2016, the Covina 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; and

WHEREAS, on January 19, 2016, the Covina 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; and

WHEREAS, California Public Contract Code Section 22050, subdivision (c) provides that “If the governing body orders any action specified in subdivision (a), the governing body shall review the emergency action at its next regularly scheduled meeting and...at every regularly scheduled meeting thereafter until the action is terminated, to determine, by a four-fifths vote, that there is a need to continue the action;” and

WHEREAS, Resolution No. 16-7459 constitutes action specified in subdivision (a) of California Public Contract Code Section 22050; and

WHEREAS, emergency repairs to Roycove Reservoir and Pump Station are ongoing.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the City Council of the City of Covina, as follows:

SECTION 1. The City Council hereby reviews the emergency action approved in City Council Resolution No. 15-7400 to repair Roycove Reservoir and Pump Station pursuant to California Public Contract Code Section 22050.

SECTION 2. The City Council hereby determines that the emergency action to repair Roycove Reservoir and Pump Station needs to continue through project completion estimated to occur in mid-to-late January 2016 in order to respond to the emergency pursuant to California Public Contract Code Section 22050.

SECTION 3. Such action shall be reviewed by the City Council at subsequent regular meetings to determine whether there is a need to further continue the action.

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

PASSED, APPROVED AND ADOPTED this 2nd day of February 2016.

John C. King, Mayor

ATTEST:

Sharon F. Clark, Chief Deputy City Clerk

APPROVED AS TO FORM:

Candice K. Lee, City Attorney



CITY OF COVINA

125 East College Street • Covina, California 91723-2199
www.covinaca.gov

PUBLIC WORKS DEPARTMENT
Engineering

(626) 384-5490 FAX (626) 384-5479

CHANGE ORDER

Change Order No. 2

DATE: January 20, 2016

CONTRACT: Roycove Reservoir and Pump Station Emergency Repair

CONTRACTOR: A & B Electric

-
-
1. Procurement of a 1-Square D 200 AMP, 3 Pole 600 Volt Main Breaker and Enclosure

Total increase = \$1,654.11

2. Labor for Installation (8 Hours)

Total increase = \$741.04

3. Time Extension: 10 days.

4. Change in contract cost: Increase of \$2,395.15
-

Submitted by *Paul J. [Signature]* Date 1/21/16
 Title: City Engineer

Accepted by: *J. Scott [Signature]* Date 1/21/16
 Title: Contractor, A & B Electric

Approved by: _____ Date _____
 Title: City Manager

A & B ELECTRIC
248 N LORANNE AVE., POMONA, CA. 91767-5789
909-865-5886 FAX 909-865-7929
LICENSE NO. 591800

Change order

Date: January 19, 2016

To: Dean Dospital

Company: City of Covina

From: Scott Kegans

Project: Roycove Booster

Dean:

Per our earlier conversation, and after speaking with Adrian, it appears that there was additional issues with the main breaker within the building whenever the large 50 hp firepump was activated. It was reported that the breaker tripped numerous times.

We will replace this breaker with new one and remove the existing enclosure and also complete the additional wiring that was required from the new VFD panel from Brithinee.

1-Square D 200 amp, 3 pole 600 volt breaker and enclosure	@	\$1,245.00
8 hours labor	@ \$92.63/hr	\$741.04
	Sub-total	\$1,986.04
	15% m/u	\$297.06
	Tax	\$112.05
	Total	\$2,395.15



CITY OF COVINA

AGENDA REPORT

ITEM NO. CC 14

MEETING DATE: February 2, 2016

TITLE: 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

PRESENTED BY: **Geoffrey Cobbett, Treasurer**
John Michicoff, Interim Finance Director

RECOMMENDATION: Receive and File.

BACKGROUND:

Pursuant to Government Code Section 53600 et seq. and Section 4.0 of the City of Covina's Investment Policy, the Treasurer is required to render a report to the City Council and City Manager, containing detailed information of all securities, investments and moneys of the City. The report shall be submitted on a quarterly basis.

DISCUSSION:

The attached quarterly report for the City and Successor Agency reflect the portfolio balances for the quarter ended December 31, 2015. The report is in conformity with the City's Investment Policy as well as Government Code 53601.

Due to timing constraints and the availability of information required to complete the investment report within the prescribed 30 days following the end of the quarter, the December, 2015, investment report could not be completed in time to be placed on an agenda in the month of January 2016. Therefore, in order to be in compliance with the City's Investment Policy, the report was rendered to the City Council and City Manager under a separate memorandum prior to the conclusion of that 30 day period. The report is now being placed on tonight's City Council meeting which was the next available regular scheduled City Council meeting after the completion of the 30 day period. A copy of the separate transmittal memorandum has been included in this report for informational purposes.

There are sufficient funds to meet the pooled expenditure requirements for all City funds for the next 6 months.

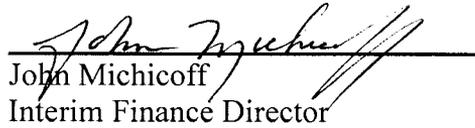
FISCAL IMPACT:

None to receive and file.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

None.

Respectfully submitted,


John Michicoff
Interim Finance Director

ATTACHMENTS (Exhibits):

A - CITY	Quarterly Report of the Treasurer to the City Council for the Quarter Ended December 31, 2015
A - AGENCY	Quarterly Report of the Treasurer to the Successor Agency to the Covina Redevelopment Agency for the Quarter Ended December 31, 2015
A-1-CITY	Cash and Investment Summary
A-1-AGENCY	Cash and Investment Summary
A-2	Total Investment Portfolio as of December 31, 2015
A-3	Investment Transaction Summary
A-4	Investment Holdings by Sector
A-5	Cash and Investments - Three Year Comparison
A-6	City LAIF Statement for December 2015
A-7	Successor Agency LAIF Statement for December 2015
A-8	LAIF Earnings Performance Report
A-9	LAIF Market Valuation for December 31, 2015
B	Transmittal Memo for December 2015 Investment Report

EXHIBIT A
QUARTERLY REPORT OF THE TREASURER TO THE CITY COUNCIL
FOR THE QUARTER ENDED DECEMBER 31, 2015

CASH BALANCE	9/30/2015	39,192,439.22
RECEIPTS	10/1/15-12/31/15	25,258,333.61
DISBURSEMENTS	10/1/15-12/31/15	<u>(23,146,046.77)</u>
CASH BALANCE	12/31/2015	<u>\$41,304,726.06</u>
ANALYSIS OF CASH AND INVESTMENT BALANCE - BOOK VALUE		
LOCAL AGENCY INVESTMENT FUND		23,459,590.33
BOND LOGISTIX INVESTMENT PORTFOLIO	EXHIBIT A-2	12,874,361.31
WELLS FARGO MONEY MARKET AND U.S. TREASURY BILLS	EXHIBIT A-2	<u>144,507.07</u>
TOTAL INACTIVE PUBLIC DEPOSITS		\$36,478,458.71
CHECKING AND PETTY CASH BALANCES		<u>4,826,267.35</u>
CASH AND INVESTMENT BALANCE	12/31/2015	\$41,304,726.06
CASH HELD BY BOND TRUSTEES		<u>11,701,695.55</u>
TOTAL CASH AND INVESTMENT BALANCE	12/31/2015	<u>\$53,006,421.61</u>

The purpose of this report is to provide readers with the overall cash position of the City. There is sufficient investment liquidity to meet the pooled expenditures of all City's funds for the next 6 months.

Respectfully submitted,

Geoffrey Cobbett
Treasurer

EXHIBIT A
QUARTERLY REPORT OF THE TREASURER TO THE SUCCESSOR AGENCY TO THE COVINA
REDEVELOPMENT AGENCY
FOR THE QUARTER ENDED DECEMBER 31, 2015

CASH BALANCE	9/30/2015	7,977,181.35
RECEIPTS	10/1/15 - 12/31/15	152,375.64
DISBURSEMENTS	10/1/15 - 12/31/15	(250,741.21)
CASH BALANCE	12/31/2015	<u>\$7,878,815.78</u>
 ANALYSIS OF CASH AND INVESTMENT BALANCE		
CHECKING ACCOUNT		222,347.37
LOCAL AGENCY INVESTMENT FUND		1,906,826.14
BOND LOGISTIX INVESTMENT PORTFOLIO	EXHIBIT A-2	5,685,822.29
WELLS FARGO MONEY MARKET AND U.S. TREASURY BILLS	EXHIBIT A-2	63,819.98
AVAILABLE CASH BALANCES		<u>\$7,878,815.78</u>
CASH AND INVESTMENTS HELD BY BOND TRUSTEES		<u>1,921,644.12</u>
TOTAL CASH & INVESTMENT BALANCE	12/31/2015	<u><u>\$9,800,459.90</u></u>

The purpose of this report is to provide readers with the overall cash position of the Successor Agency to the Covina Redevelopment Agency (Agency). There is sufficient investment liquidity to meet the pooled expenditures of all Agency's funds for the next 6 months.

Respectfully submitted,

Geoffrey Cobbett
Treasurer

**EXHIBIT A-1
CITY OF COVINA
CASH AND INVESTMENT SUMMARY
FOR THE QUARTER ENDED DECEMBER 31, 2015**

TYPE OF INVESTMENT	ISSUER	BOOK VALUE \$	ACQUISITION DATE	MATURITY DATE	MARKET VALUE \$
City of Covina:					
Drawer & Petty Cash	N/A	8,335.49	N/A	N/A	8,560.49
General - Checking Account	Bank of the West	2,165,781.26	N/A	Demand	2,165,781.26
Public Agency Saving - Parking Fines	Bank of the West	32,392.02	N/A	Demand	32,392.02
Utility Billing Account	Wells Fargo	451,297.83	N/A	Demand	451,297.83
Workers' Compensation - Checking Account	Bank of the West	25,000.00	N/A	Demand	25,000.00
Payroll - Checking Account	Bank of the West	35,000.00	N/A	Demand	35,000.00
Federal Treasury Narcotics - Checking Account	Bank of the West	14,654.71	N/A	Demand	14,654.71
Federal Justice Department Admin - Checking Account	Bank of the West	71,327.94	N/A	Demand	71,327.94
Money Market	Bank of the West	2,009,202.10	N/A	Demand	2,009,202.10
AFLAC Flexible Spending Account	Bank of the West	13,276.00	N/A	Demand	13,276.00
Bond Logistix Investment Portfolio	Various	12,874,361.31	Various	Various	12,769,954.22
Wells Fargo Money Market and U.S. Treasury Bills	Various	144,507.07	N/A	Demand	144,507.07
Local Agency Investment Fund	State of California	23,459,590.33	N/A	Demand	23,459,590.33
Subtotal (A)		\$41,304,726.06			\$41,200,543.97
Cash Held Under 3rd Party Administrator:					
2010 Covina Water Revenue Bond	U.S. Bank	4,090,405.88	N/A	Demand	\$4,090,405.88
2009 Covina Wastewater Bonds	BNY Mellon	7,611,289.67	N/A	Demand	\$7,611,289.67
Subtotal (B)		\$11,701,695.55			\$11,701,695.55
TOTAL (A+B)		\$53,006,421.61			\$52,902,239.52

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

EXHIBIT A-1
SUCCESSOR AGENCY TO THE COVINA REDEVELOPMENT AGENCY
CASH AND INVESTMENT SUMMARY
FOR THE QUARTER ENDED DECEMBER 31, 2015

TYPE OF INVESTMENT	ISSUER	BANK VALUE \$	ACQUISITION DATE	DATE	MARKET VALUE \$
Successor Agency to the Covina Redevelopment Agency:					
Checking Account	Bank of the West	222,347.37	N/A	Demand	222,347.37
Bond Logistix Portfolio	Various	5,685,822.29	Various	Various	5,672,576.05
Wells Fargo Money Market and Treasury Bills	Various	63,819.98	N/A	Demand	41,180.10
Local Agency Investment Fund	State of California	1,906,826.14		Demand	1,906,826.14
Subtotal (A)		\$7,878,815.78			\$7,842,929.66
Cash Held Under 3rd Party Administrator:					
(1) 2013 Series A Tax Allocation Bonds Fiscal Agent: U.S. Bank	U.S. Bank*	1,215,200.19	N/A	Demand	1,215,200.19
(2) 2014 Series A Tax Allocation Bonds Fiscal Agent: U.S. Bank	U.S. Bank*	706,419.43	N/A	Demand	706,419.43
(3) 2004 Series B Tax Allocation Bonds Fiscal Agent: U.S. Bank	U.S. Bank*	24.50	N/A	Demand	24.50
Subtotal (B)		\$1,921,644.12			\$1,921,644.12
TOTAL (A+B)		\$9,800,459.90			\$9,764,573.78

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

Exhibit A-2
 CITY OF COVINA
 Bond Logistics
 Investment Portfolio as of
 December 2015

Purchase Date	Qty	Market Price Per Share	Total Original Cost Value	Original Cost Value - CITY	Original Cost Value - AGENCY	Total Market Value	Market Value - CITY	Market Value - AGENCY	Coupon	CUSIP	Maturity	Issuer	31-Dec
12/22/2013	6,000	99.832000	600,562.50	416,583.09	183,979.41	598,992.00	415,493.70	183,498.30	1.2500	912828A34	11/30/2018	US Treasury	Bond Logistic
02/28/10	8,500	102.422000	901,796.88	625,535.78	276,261.10	870,387.00	603,886.89	266,700.11	3.0000	912828M56	7/28/2017	US Treasury	Bond Logistic
05/31/10	8,000	102.531000	825,406.25	572,547.05	252,859.20	820,248.00	568,969.00	251,279.00	2.7500	912828NG1	5/31/2017	US Treasury	Bond Logistic
11/20/10	7,750	102.211000	802,760.74	556,838.88	245,921.86	792,135.25	549,468.46	242,666.79	2.2500	912828PK0	11/30/2017	US Treasury	Bond Logistic
12/31/10	5,000	103.219000	525,351.56	364,412.66	160,938.90	516,095.00	357,991.80	158,103.20	2.2500	912828PN4	12/31/2017	US Treasury	Bond Logistic
09/03/15	4,250	103.219000	445,353.52	308,921.63	136,431.89	438,680.75	304,293.03	134,387.72	2.7500	912828PY0	12/31/2017	US Treasury	Bond Logistic
05/31/11	6,750	103.434000	705,480.48	489,359.95	216,120.53	698,179.50	484,295.59	213,883.91	1.7500	912828Q8	2/18/2018	US Treasury	Bond Logistic
06/30/11	5,000	100.461000	726,113.28	503,672.00	222,441.28	703,633.00	488,078.44	215,554.56	1.5000	912828Q84	5/31/2016	US Treasury	Bond Logistic
08/01/11	8,000	102.609000	828,000.00	574,346.21	253,653.79	820,872.00	569,401.84	251,470.16	2.2500	912828QY9	6/30/2016	US Treasury	Bond Logistic
10/31/11	9,000	100.195000	911,601.56	632,336.84	279,264.72	901,755.00	625,506.73	276,248.27	1.0000	912828RM4	9/3/2015	US Treasury	Bond Logistic
11/30/11	8,000	100.059000	802,656.25	556,766.40	245,889.85	800,472.00	555,251.28	245,220.72	0.8750	912828RM4	10/31/2016	US Treasury	Bond Logistic
01/03/12	6,000	100.063000	604,335.94	419,200.55	185,135.39	600,378.00	416,455.11	183,922.89	0.8750	912828RX0	11/30/2016	US Treasury	Bond Logistic
01/31/12	7,750	100.008000	777,754.88	539,403.44	238,261.44	775,062.00	537,625.51	237,436.49	0.8750	912828SC5	12/31/2016	US Treasury	Bond Logistic
04/30/12	10,000	99.957000	1,001,796.88	694,901.26	306,895.62	999,570.00	693,356.57	306,213.43	0.8750	912828SS0	1/31/2017	US Treasury	Bond Logistic
07/02/12	9,250	99.688000	920,664.06	638,623.09	282,040.97	922,114.00	639,628.85	282,485.15	0.7500	912828TB6	4/30/2017	US Treasury	Bond Logistic
07/31/12	8,250	99.242000	821,777.34	570,029.83	251,747.51	818,746.50	567,927.48	243,505.18	0.5000	912828TG5	6/30/2017	US Treasury	Bond Logistic
08/31/12	8,000	99.359000	790,875.00	548,594.28	242,280.72	794,872.00	551,366.82	250,819.02	0.6250	912828TM2	8/31/2017	US Treasury	Bond Logistic
10/01/12	4,500	99.309000	444,480.47	308,316.03	136,164.44	446,890.50	309,987.76	136,902.74	0.8750	912828TJ7	9/30/2017	US Treasury	Bond Logistic
01/31/13	9,750	99.500000	969,820.31	672,720.56	297,099.75	970,125.00	672,931.91	297,193.09	0.6250	912828UJ9	1/31/2018	US Treasury	Bond Logistic
04/30/13	6,500	98.715000	644,007.81	446,719.14	197,288.67	641,647.50	445,081.90	196,565.60	0.6250	912828UZ1	4/30/2018	US Treasury	Bond Logistic
07/01/13	8,000	100.394000	808,437.50	560,776.59	247,660.91	803,152.00	557,110.28	246,041.72	1.3750	912828VK3	6/30/2018	US Treasury	Bond Logistic
07/31/13	7,750	100.383000	785,837.89	545,100.26	240,737.63	777,968.25	539,641.45	238,326.80	1.3750	912828VQ0	7/31/2018	US Treasury	Bond Logistic
10/31/13	6,000	99.859000	601,125.00	416,973.27	184,151.73	599,154.00	415,606.08	183,547.92	1.2500	912828WD8	10/31/2018	US Treasury	Bond Logistic
05/15/15	8,000	99.504000	800,750.00	555,444.12	245,305.88	796,032.00	552,171.45	243,860.55	1.0000	912828XA3	5/15/2018	US Treasury	Bond Logistic
Subtotal Securities			\$ 18,560,183.60	\$ 12,874,361.31	\$ 5,685,822.29	\$ 18,409,666.25	\$ 12,769,954.22	\$ 5,639,712.03					
Wells Fargo Mmkf			\$ 208,327.05	\$ 144,507.07	\$ 63,819.98	\$ 208,327.05	\$ 144,507.07	\$ 63,819.98					
Total Value of Portfolio			\$ 18,768,510.65	\$ 13,018,868.37	\$ 5,749,642.28	\$ 18,617,993.30	\$ 12,914,461.28	\$ 5,703,532.02					

The purpose is to demonstrate compliance with the city's adopted Investment Policy. This is a required report per Government Code section 53644(b). The investment portfolio as presented is in compliance with the City's and Agency's adopted Investment Policy.

* Agency is the Successor Agency to the Covina Redevelopment Agency

EXHIBIT A-3
CITY OF COVINA & SUCCESSOR AGENCY TO THE COVINA REDEVELOPMENT AGENCY
Investment Transaction Summary
for the Quarter Ended December 31, 2015

Purchased Investments									
Qty	Purch Date	Maturity	Share Price at Purch Date	Original Cost Value	Market Value at Purchase Date	Discount / (Premium) on Purchase	Issuer	CUSIP	Held by
6,000	12/11/15	11/30/2018	99.832000	600,562.50	706,711.50	106,149.00	US Treasury	912828A34	Bond Logistix
6,000	12/11/15	10/31/2018	99.859000	601,125.00	830,480.00	229,355.00	US Treasury	912828WD8	Bond Logistix
Total				1,201,687.50	1,537,191.50	335,504.00			

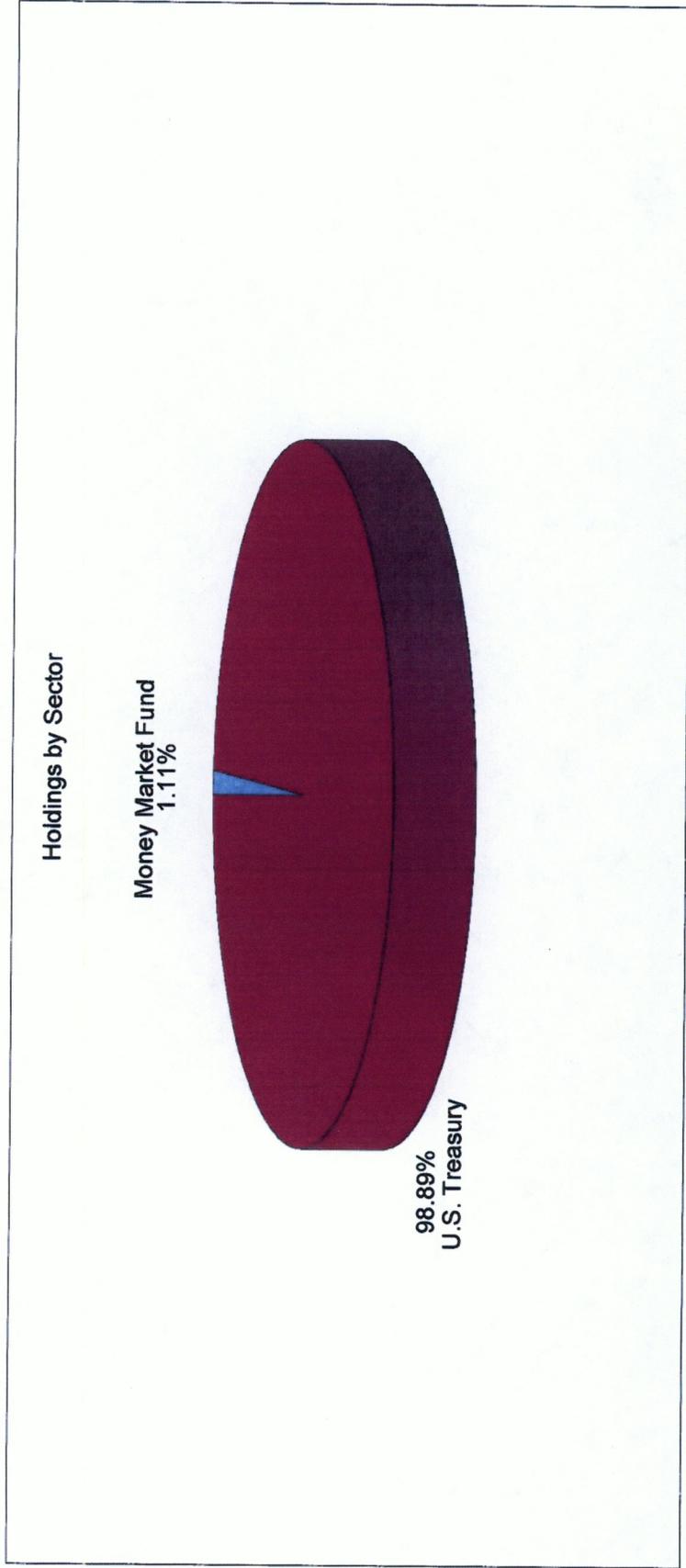
Sold/Matured Investments									
Qty	Purch Date	Maturity	Sale/ Maturity Date	Share Price at Sale / Maturity Date	Original Cost Value	Sale / Maturity Price	Gain / (Loss) on Sale / Redemption	Interest Earnings Since Purchase	Held by
9,000	04/03/14	3/31/2017	12/11/15	99.957000	901,195.31	901,371.09	175.78	15,172.13	Bond Logistix
3,000	08/06/13	6/30/2016	12/11/15	100.461000	308,062.50	301,406.25	(6,656.25)	24,798.91	Bond Logistix
Total					1,209,257.81	1,202,777.34	(6,480.47)	39,971.04	

Net Revenue Analysis - for Period Ending December 31, 2015						
Period	Portfolio Manager	Interest Revenue	Sales	Management Fees	Net revenue / (Loss)	Fees as a % of Revenue
Previous Quarter	Bond Logistix	46,809.07	\$ (22,573.82)	(\$2,991.78)	21,243.47	12%
Previous 12 mos.	Bond Logistix	262,321.32	\$ (69,689.26)	(18,005.49)	\$174,626.57	9%

PREVIOUS 12 MONTH FEE ANALYSIS	
	Jan 2015-Dec 2015
Investments Held (Bond Logistix)	\$ 18,768,510.65
Total Fees	\$18,005.49
Fees as % of Portfolio	0.10%

EXHIBIT A-4
CITY OF COVINA AND SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY
Investment Holdings by Sector

	Bond Logistix* Investment Book Value	Total Percentage
Money Market Fund	208,327	1.11%
U.S. Treasury	18,560,184	98.89%
Total	18,768,511	100.00%

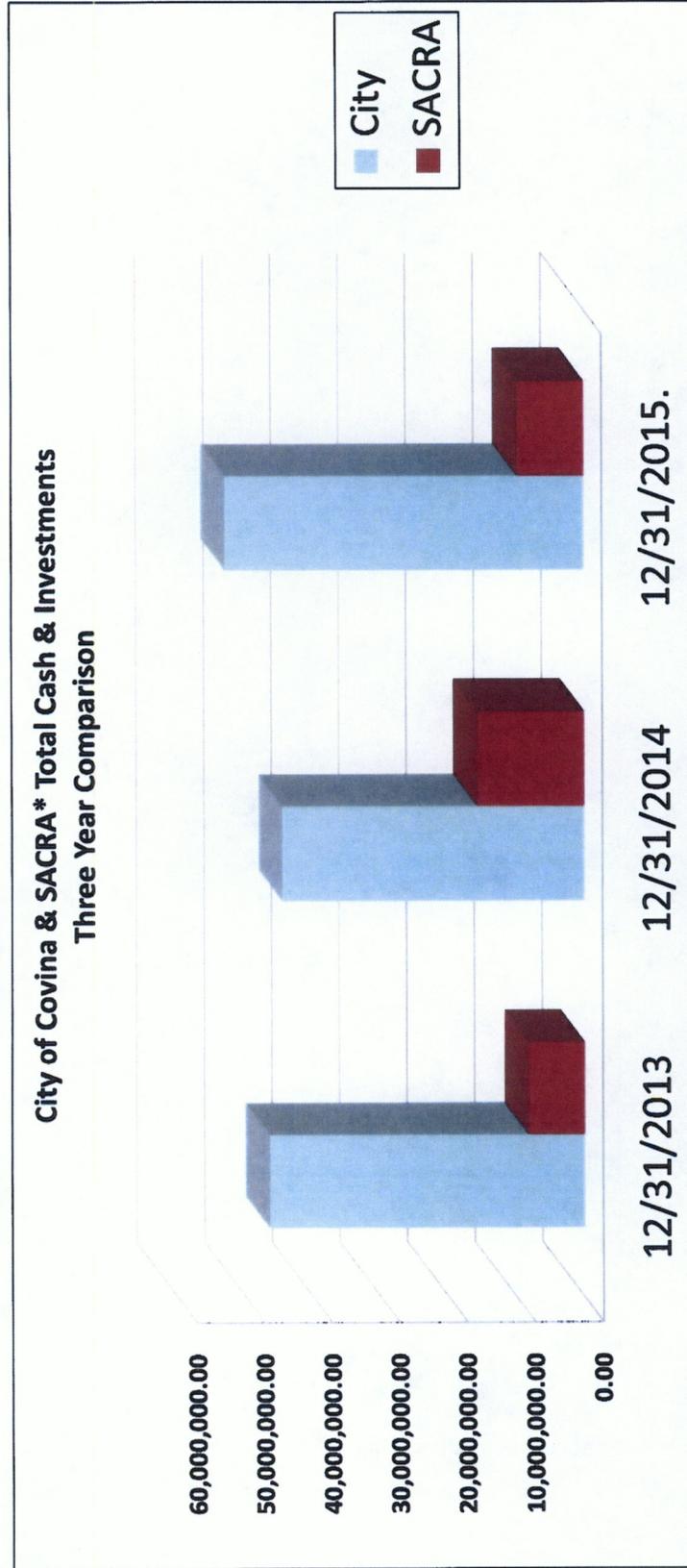


* Bond Logistix average S&P rating: AA+. Average coupon rate: 1.42% (based on weighted average of Original Cost Value)

This chart shows the breakdown of the City's investments into the various investment sectors.

City of Covina / SACRA - Total Investments at Book Value Year-Over-Year Comparison

Quarter Ending	City	SACRA
12/31/2013	46,484,189.54	8,217,850.94
12/31/2014	44,553,034.71	15,728,658.31
12/31/2015.	53,006,421.61	9,800,459.90



*Successor Agency to Covina Redevelopment Agency

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

Exhibit A-6

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

www.treasurer.ca.gov/pmia-laif/laif.asp
 January 28, 2016

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

PMIA Average Monthly Yields

Account Number:
 98-19-219

Tran Type Definitions

December 2015 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Authorized Caller	Amount
12/17/2015	12/17/2015	RW	1487256	THERESA FRANKE	-2,000,000.00
12/24/2015	12/29/2015	RDX	1488071	THERESA FRANKE	5,000,000.00
12/28/2015	12/28/2015	RD	1487896	THERESA FRANKE	5,000,000.00
12/28/2015	12/29/2015	RDA	1488070	THERESA FRANKE	-5,000,000.00

Account Summary

Total Deposit:	5,000,000.00	Beginning Balance:	20,459,590.33
Total Withdrawal:	-2,000,000.00	Ending Balance:	23,459,590.33

Exhibit A-7

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

www.treasurer.ca.gov/pmia-laif/laif.asp
January 28, 2016

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

PMIA Average Monthly Yields

Account Number:
65-19-007

Tran Type Definitions

December 2015 Statement

Account Summary

Total Deposit:	0.00	Beginning Balance:	1,906,826.14
Total Withdrawal:	0.00	Ending Balance:	1,906,826.14



**JOHN CHIANG
TREASURER
STATE OF CALIFORNIA**



PMIA Performance Report

Date	Daily Yield*	Quarter to Date Yield	Average Maturity (in days)
12/31/15	0.43	0.38	179
01/01/16	0.43	0.43	178
01/02/16	0.43	0.43	178
01/03/16	0.43	0.43	178
01/04/16	0.44	0.43	185
01/05/16	0.44	0.43	184
01/06/16	0.44	0.43	184
01/07/16	0.44	0.44	185
01/08/16	0.45	0.44	186
01/09/16	0.45	0.44	186
01/10/16	0.45	0.44	186
01/11/16	0.45	0.44	184
01/12/16	0.45	0.44	184
01/13/16	0.45	0.44	183

*Daily yield does not reflect capital gains or losses

LAIF Performance Report

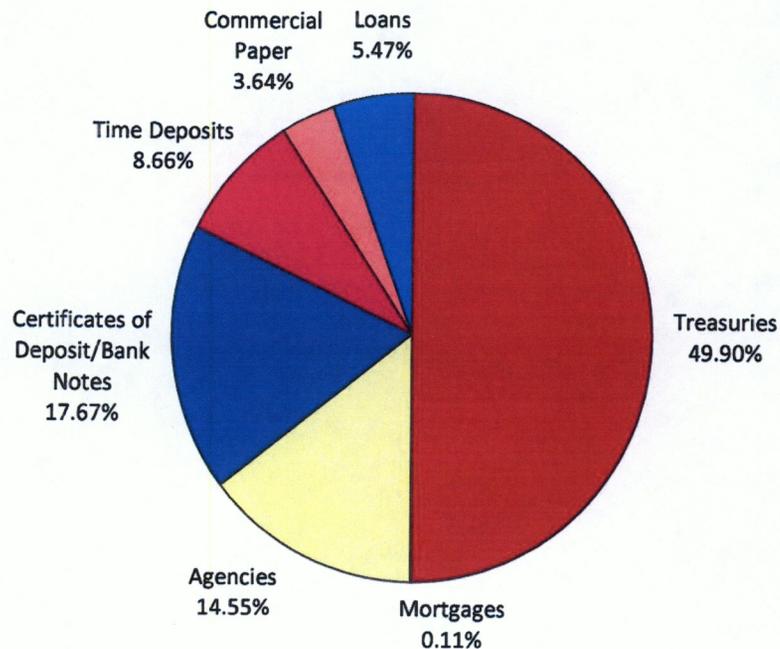
Quarter Ending 09/30/15

Apportionment Rate: 0.32%
 Earnings Ratio: 0.00000875275068308
 Fair Value Factor: 1.000594646
 Daily: 0.35%
 Quarter to Date: 0.33%
 Average Life: 210

PMIA Average Monthly Effective Yields

DEC 2015 0.400%
 NOV 2015 0.374%
 OCT 2015 0.357%

**Pooled Money Investment Account
Portfolio Composition
12/31/15
\$65.6 billion**





State of California
Pooled Money Investment Account
Market Valuation
12/31/2015

Description	Carrying Cost Plus		Fair Value	Accrued Interest
	Accrued Interest	Purch. Amortized Cost		
United States Treasury:				
Bills	\$ 10,468,708,753.45	\$ 10,482,830,783.28	\$ 10,478,607,000.00	NA
Notes	\$ 22,248,452,535.53	\$ 22,247,129,027.71	\$ 22,207,793,500.00	\$ 24,762,324.50
Federal Agency:				
SBA	\$ 642,351,164.21	\$ 642,343,909.17	\$ 635,322,467.80	\$ 549,995.41
MBS-REMICs	\$ 73,596,655.56	\$ 73,596,655.56	\$ 77,904,572.74	\$ 348,792.53
Debentures	\$ 961,990,090.06	\$ 961,986,867.84	\$ 961,041,000.00	\$ 3,893,258.30
Debentures FR	\$ -	\$ -	\$ -	\$ -
Discount Notes	\$ 7,584,478,430.49	\$ 7,593,829,138.89	\$ 7,592,138,500.00	NA
GNMA	\$ -	\$ -	\$ -	\$ -
Supranational Debentures	\$ 350,151,164.92	\$ 350,151,164.92	\$ 349,959,000.00	\$ 626,387.50
CDs and YCDs FR	\$ 200,000,000.00	\$ 200,000,000.00	\$ 200,000,000.00	\$ 197,363.48
Bank Notes	\$ 400,000,000.00	\$ 400,000,000.00	\$ 399,813,054.46	\$ 351,250.00
CDs and YCDs	\$ 10,985,007,118.52	\$ 10,985,007,118.52	\$ 10,981,602,163.42	\$ 9,862,947.22
Commercial Paper	\$ 2,385,328,869.46	\$ 2,386,701,088.85	\$ 2,386,066,166.67	NA
Corporate:				
Bonds FR	\$ -	\$ -	\$ -	\$ -
Bonds	\$ -	\$ -	\$ -	\$ -
Repurchase Agreements	\$ -	\$ -	\$ -	\$ -
Reverse Repurchase	\$ -	\$ -	\$ -	\$ -
Time Deposits	\$ 5,677,040,000.00	\$ 5,677,040,000.00	\$ 5,677,040,000.00	NA
AB 55 & GF Loans	\$ 3,590,865,000.00	\$ 3,590,865,000.00	\$ 3,590,865,000.00	NA
TOTAL	\$ 65,567,969,782.20	\$ 65,591,480,754.74	\$ 65,538,152,425.09	\$ 40,592,318.94

Fair Value Including Accrued Interest

\$ 65,578,744,744.03

Repurchase Agreements, Time Deposits, AB 55 & General Fund loans, and Reverse Repurchase agreements are carried at portfolio book value (carrying cost).

The value of each participating dollar equals the fair value divided by the amortized cost (**0.999186963**).
 As an example: if an agency has an account balance of \$20,000,000.00, then the agency would report its participation in the LAIF valued at \$19,983,739.25 or \$20,000,000.00 x 0.999186963.



CITY OF COVINA

INTER-OFFICE MEMORANDUM

DATE: January 28, 2016

TO: Honorable Mayor and Members of the City Council
Andrea M. Miller, City Manager

FROM: Geoffrey Cobbett, Treasurer
John Michicoff, Interim Finance Director

SUBJECT: Quarterly Investment Report for the Quarter ended December 31, 2015

Pursuant to Section 4 of the City of Covina's Investment Policy, a quarterly investment report must be rendered to the City Council and City Manager within 30 days after the close of the quarter being reported.

Due to timing constraints and the availability of information required to complete the investment report, the December 31, 2015, quarterly report could not be completed in time to be placed on the January 19, 2016, City Council agenda. Therefore, in order to be in compliance with the City's investment policy, the quarterly investment report is transmitted to the City Council and City Manager herewith prior to the conclusion of that 30 day period.

The actual report will be placed, together with this transmittal memorandum, on the next available regular scheduled City Council meeting (February 2, 2016) for formal consideration and review by the City Council and the public.

If you have any questions, please feel free to contact John Michicoff, Interim Finance Director, at (626) 384-5516.

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