



City of Covina/Successor Agency to the
Covina Redevelopment Agency/
Covina Public Finance Authority/
Covina Housing Authority

Mayor Peggy Delach – Mayor Pro Tem John King

Council Members: Walter Allen - Jorge Marquez - Kevin Stapleton

REGULAR MEETING AGENDA

125 E. College Street, Covina, California

Council Chamber of City Hall

Tuesday, January 20, 2015

6:30 p.m.

- As a courtesy to Council/Agency/Authority Members, staff and attendees, everyone is asked to silence all pagers, cellular telephones and any other communication devices.
- 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.
- Please provide 10 copies of any information intended for use at the Council/Agency/Authority meeting to the City Clerk prior to the meeting.
- **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.
- **DOCUMENT AVAILABILITY:** Any writings or documents provided to a majority of the Council/Agency/Authority regarding any item on this agenda will be made available for public inspection at the City Clerk's Office at City Hall located at 125 E. College Street and the reference desk at the Covina Library located at 234 North Second Avenue during normal business hours. In addition, such writings and documents are available in the City Clerk's Office and posted on the City's website at www.covinaca.gov.
- Pursuant to Government Code Section 54954.2, no matter shall be acted upon by the City Council/Successor Agency to the Covina Redevelopment Agency/Public Finance Authority/Covina Housing Authority unless listed on agenda, which has been posted not less than 72 hours prior to 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 the agenda for the **January 20, 2015** meeting was posted on **January 15, 2015** near the front entrance of the City Hall, 125 East College Street, Covina, in accordance with Section 54954.2(a) of the California Government Code.

January 20, 2015

**CITY COUNCIL/SUCCESSOR AGENCY TO THE
COVINA REDEVELOPMENT AGENCY/
COVINA PUBLIC FINANCE AUTHORITY/COVINA HOUSING AUTHORITY
JOINT MEETING—CLOSED SESSION
6:30 p.m.**

CALL TO ORDER

ROLL CALL

Council/Agency/Authority Members Allen, Marquez, Stapleton, Mayor Pro Tem/Vice Chairperson King and Mayor/Chairperson Delach

PUBLIC COMMENTS

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

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

CLOSED SESSION

- A. G.C. §54957.6 - CONFERENCE WITH LABOR NEGOTIATOR
Agency representative: J. Scott Tiedemann, Special Counsel
Title: Unrepresented Employee - Position: City Manager
- B. G.C. §54956.9(d)(1) - CONFERENCE WITH LEGAL COUNSEL – Existing Litigation
Name of Case: The Inland Oversight Committee v City of Covina, et al.
Case Number: Los Angeles County Superior Court Case No. BS 152268
- C. G.C. §54956.9(d)(2) and G.C. 54956.9(d)(4)
CONFERENCE WITH LEGAL COUNSEL – Anticipated Litigation
Dispute with Municipal Auditing Services (MAS) relating to
termination of agreement
Number of case(s): one (1)

RECESS

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

RECONVENE AND CALL TO ORDER

ROLL CALL

Council/Agency/Authority Members Allen, Marquez, Stapleton, Mayor Pro Tem/Vice Chairperson King and Mayor/Chairperson Delach

PLEDGE OF ALLEGIANCE

Led by Mayor Pro Tem King

INVOCATION

Given by Covina Police Chaplain Dr. Patricia Venegas

PRESENTATIONS

Proclamation– Honoring Tony Lombardi

Presentation – Introduction of 2015 Miss Covina contestants and farewell to Miss Covina Caitlin King and Miss Covina Valley Vanessa Garcia

Presentation – Donation from McIntyre Company to Covina Police K-9 Program

Presentation – Donation from Covina Chamber of Commerce to Covina Police K-9 Program

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.** City Council to approve the summary minutes from the November 20, 2014 special joint meeting of the Covina City Council/Successor Agency to the Covina Redevelopment Agency/Public Finance Authority/Covina Housing Authority with Covina Planning Commission.
- CC 2.** City Council to approve the minutes from the December 2, 2014 meeting of the Covina City Council/Successor Agency to the Covina Redevelopment Agency/Public Finance Authority/Covina Housing Authority.
- CC 3.** City Council to approve the minutes from the December 16, 2014 meeting of the Covina City Council/Successor Agency to the Covina Redevelopment Agency/Public Finance Authority/Covina Housing Authority.
- CC 4.** City Council to approve the minutes from the January 6, 2015 meeting of the Covina City Council/Successor Agency to the Covina Redevelopment Agency/Public Finance Authority/Covina Housing Authority.
- CC 5.** City Council to receive and file update on the Strategic Plan matrix.
- CC 6.** City Council to receive and file payment of demands in the amount of 4,574,047.92.
- CC 7.** Successor Agency to receive and file payment of demands in the amount of 332,027.55.
- CC 8.** City Council to receive and file quarterly report of the treasurer to the City of Covina and the Successor Agency to the Covina Redevelopment Agency for the quarter ended December 31, 2014.
- CC 9.** City Council to receive and file the Public Works Monthly Activity Report.
- CC 10.** Covina Housing Authority to receive and file the Housing Authority fiscal year 2013-2014 audit report required by Health and Safety Code Section 34176.1(f), requiring a complete and independent financial audit and that it be provided to its governing body.
- CC 11.** City Council to approve amendment to Professional Services Agreement with AEI-CASC Engineering, Inc.; and authorize the Acting City Manager, or his designee, to provide written approval for total compensation.
- CC 12.** City Council to approve one year renewal of agreement for towing services and vehicle storage facilities with Jan's Towing.

CONSENT CALENDAR CONTINUED

- CC 13.** City Council to adopt **Resolution No. 15-7314**, requesting a budget transfer from the elections budget to the records management budget; and authorize staff to purchase necessary storage devices for the City's permanent documents and begin process of document restoration.
- CC 14.** City Council to award bid for pre-qualified on-call engineering services bench to eight firms and authorize the Acting City Manager or his designee to execute all related documents on the City's behalf.
- CC 15.** City Council to adopt **Resolution No. 15-7322**, to amend Resolution No. 14-7309, extending the appointment of Police Chief Kim Raney, to serve as Acting City Manager on a part-time basis and for a limited duration.
- CC 16.** City Council to adopt **Resolution No. 15-7323**, to approve an employment agreement with retired PERS annuitant for Human Resources Director Services for a limited duration.

ADJOURNMENT

The Covina City Council/Successor Agency to the Covina Redevelopment Agency/Covina Public Finance Authority/Covina Housing Authority will adjourn its next regular meeting, **Tuesday, February 3, 2015**, at 6:30 p.m. for closed session and 7:30 p.m. for open session in the Council Chamber, 125 East College Street, Covina, California, 91723.



SUMMARY MINUTES OF NOVEMBER 20, 2014 SPECIAL JOINT MEETING OF THE COVINA CITY COUNCIL/SUCCESSOR AGENCY TO THE COVINA REDEVELOPMENT AGENCY /COVINA PUBLIC FINANCE AUTHORITY/COVINA HOUSING AUTHORITY WITH COVINA PLANNING COMMISSION HELD IN THE COUNCIL CHAMBER OF CITY HALL, 125 EAST COLLEGE STREET, COVINA, CALIFORNIA

DRAFT

CALL TO ORDER

Mayor Delach called the Council/Agency/Authority joint meeting to order at 6:07 p.m.

ROLL CALL

Council Members: ALLEN, DELACH, KING, MARQUEZ, STAPLETON

Planning Commissioners: CONNORS, HODAPP, MCMEEKIN, MANNING, PATTERSON

Elected Members Present: WALCZAK

Staff Members Present: City Attorney Martinez, Interim Community Development Director Fong, Police Chief Raney, Police Captain Webster, Assistant to the City Manager Brancheau, Senior Management Analyst Smith, City Planner Carter, Parks & Recreation and Library Services Director Hall-McGrade, Senior Administrative Technician Peterson, Senior Housing & CDBG Economic Development Manager Gasser, GIS Technician Knox, Environmental Services Manager Castro, Chief Deputy City Clerk LaCroix

AGENDA POSTING DECLARATION

The Chief Deputy City Clerk does hereby declare that the agenda for the November 20, 2014 Council/Agency/Authority Special Joint Meeting was posted on November 13, 2014, near the front entrance of City Hall, 125 East College Street, Covina, in accordance with §54954.2(a) of the California Government Code.

PLEDGE OF ALLEGIANCE

Mayor Pro Tem King led the pledge of allegiance.

PUBLIC COMMENTS

Matt Begin, Covina business owner, provided suggestion that there should be some proper notice prior to any kind of zone change before a project can move any further along. This would allow everyone to get involved in the process and keeps the property and business owners informed.

Gary Scanlan, representing Covina business, Vita-Pakt (Citrus Products), cited the business has been in Covina since 1957. Mr. Scanlan announced that they would be moving their business in 12-18 months. The approximately 8 acres is a unique parcel of land.

COUNCIL/AGENCY/AUTHORITY/PLANNING COMMISSION COMMENTS

There was a reminder that the 25th annual Tree Lighting Ceremony would take place on Saturday, November 22, 2014 at 6:00 p.m., at Heritage Plaza, 400 N. Citrus Avenue.

CITY ATTORNEY AND STAFF COMMENTS

City Attorney Marco Martinez expressed that anytime the conversation deals with specific property to be mindful of the Conflict of Interest rules and the meeting tonight is preliminary discussion. Any case where a Council Member or Planning Commissioner owns property, business interest or a lease holding interest within 500 delineated feet, to recuse and step out of the room for that portion of discussion.

Interim Community Development Director Nancy Fong reported the map booklets explain key components and general information for a tool to begin dialog between Council and the Planning Commission regarding general plan uses. The General Plan is a blueprint that gages how the city will evolve and grow. It is a forward document. Staff is not asking for any action or decision; staff is seeking direction for what is the next step.

- Should Commission/Council consider commercial to residential on a case by case basis, or should there be a set policy that guides staff on any proposed land use changes.
- A policy question on how much conversion of commercial and industrial acreage to residential before the City has an upset on the balanced land.
- Having a technical study relating to certain areas that seem logical change to residential; or a citywide economic analysis that looks to the future.

NEW BUSINESS

NB 1. Discussion regarding land use and zoning for various areas in the City.

Discussion took place regarding the population, needs of the city and looking at economic vitality of the community. Data is needed prior to making adequate comments.

Discussion recounted that the General Plan was last updated in 2000 and the role of Commission/Council is to look at balancing the community. It is important to update the General Plan. To guard the uniqueness of Covina and the hometown atmosphere of the downtown area. To preserve the balance in Covina, while giving into a new community that is moving and changing. Covina is not the same community of 10-20 years ago.

Discussion examined that staff needs clear cut policies on how to address certain items. The bigger the change or project, the harder the process should be and more time needed. Nothing should be rushed that is complex. Reviewing zoning regulations and providing insight to a technical study.

Discussion included how long the dynamic economy would last. Discussion took place regarding shopping habits; both online shopping and traditional retail shopping.

Suggestions included a community study or survey questionnaire by mail or telephone, along with professional, or possibly a focus group to provide input to the needs of Covina.

NB 2. Discussion regarding Town Center Specific Plan update and Transit Oriented Development Overlay (TOD).

Interim Community Development Director Fong provided the City has a grant from Metro that has a 14 month window. Staff could proceed with preparing an estimated project schedule and begin with the request for proposal process for city plan update and environmental review to establish a Transit Oriented Development regulation. It would allow for proposed transit villages, mixed use, improved accessibility and enhance the public transit for the area within ½ mile of the Metrolink station.

Discussion about how people value living near the Metrolink station and close to the downtown area. Suggestions included a bridge from the east side over to the parking structure and having services on the east side of the street. Demographics are changing and a focus group study or community survey would offer assistance in the future needs of the community.

NB 3. Discussion regarding medical office use within commercial zone.

Fara Gabbayan and Amir Navt, Covina Properties, LLC, for property located at 513-621 North Azusa Avenue, stated Mr Navt has owned the property for over twenty-five years. Mr. Gabbayan explained the approximate 20,000 square-feet of vacancy and the advantage of a zone change to allow doctor and dentist offices in shopping centers. It would be helpful for the city and the property owners. Covina Properties, LLC, submitted a letter discussing the same.

Interim Community Development Director Fong summarized a code change amendment is required to permit doctor general practice and family practice office in a commercial zone. Staff will prepare a pros and cons of doctor offices in commercial retail report for Planning Commission/City Council to allow discussion.

Mayor Delach acknowledged a letter received by Thomas Klugmap, Property Manager for Safco Capital Corp for 420-476 W. Arrow Highway and 1436-1442 Hollenbeck Street, that requests discussion on zone change for the property.

NB 4. Discussion regarding citywide economic analysis; and cost benefit analysis for land use and zone changes.

Discussion included staff looking into the scope of work for a request for proposal, comprised of technical studies, community input, survey mailings, workshops and town hall meetings. The cost benefit analysis could be a policy for guidance.

Matt Begin reported that he is in the framing business and that shopping centers have a life span of approximately 25 years before they need a facelift.

Galen Metz, Covina resident and retail center owner, spoke about the approximately 40,000 square-feet of retail space in the downtown area that is not rented and feels that the reasoning is because of landlord greed. Mr. Metz stated without a vibrant retail establishment, Covina will suffer. We need to identify what we think Covina is and what we think it will be in 20 years.

ADJOURNMENT

At 7:29 p.m., Mayor Delach adjourned the joint meeting with City Council and Planning Commission to its next regular meeting of the Council/Agency/Authority to be held **Tuesday, December 2, 2014** at 6:30 p.m., for closed session and 7:30 p.m. for open session in the Council Chamber located inside of City Hall, 125 East College Street, Covina, California, 91723.

Respectfully Submitted:

Catherine M. LaCroix, Chief Deputy City Clerk

Approved this 16th day of December 2014:

Peggy Delach, Mayor/Chairperson

DRAFT



CC2

MINUTES OF DECEMBER 2, 2014 REGULAR MEETING OF THE COVINA CITY COUNCIL/SUCCESSOR AGENCY TO THE COVINA REDEVELOPMENT AGENCY /COVINA PUBLIC FINANCE AUTHORITY/COVINA HOUSING AUTHORITY HELD IN THE COUNCIL CHAMBER OF CITY HALL, 125 EAST COLLEGE STREET, COVINA, CALIFORNIA

CALL TO ORDER

Mayor Delach called the Council/Agency/Authority meeting to order at 6:35 p.m., with Council Member Marquez absent. Mayor Pro Tem King arrived at 6:37 p.m. The closed session item was announced and there were no public comments.

ROLL CALL

Council Members Present: ALLEN, DELACH, KING, STAPLETON

Council Members Absent: MARQUEZ (with notice)

Elected Members Present: COBBETT, WALCZAK

Staff Members Present: City Manager Parrish, City Attorney Martinez, Los Angeles Fire Department Assistant Chief Martin, Human Resources Director Arroyo, Police Chief Raney, Parks & Recreation and Library Services Director Hall-McGrade, Finance Director De Alwis, Police Captain Povero, Assistant to the City Manager Brancheau, Police Community Services Specialist Bobkiewicz, Interim Community Development Director Fong, Administrative Technician Balsz, Environmental Services Manager Castro, Senior Administrative Technician Peterson, City Planner Carter, Police Sergeant Peterson, Administrative Technician Lopez, Finance Manager Pacheco, Finance Manager Cole, Executive Assistant to City Manager Vargas, Community Relations Supervisor Hynes, GIS Technician Knox, Community Resources Specialist Krone, Electronic Resource Analyst Kadir, Chief Deputy City Clerk LaCroix

AGENDA POSTING DECLARATION

The Chief Deputy City Clerk of the City of Covina hereby declares the Council/Agency/Authority agenda for the December 2, 2014 meeting was posted on November 26, 2014 near the front entrance of City Hall, 125 East College Street, Covina, in accordance with §54954.2(a) of the California Government Code.

CLOSED SESSION

- A. G.C. §54957 – PUBLIC EMPLOYEE APPOINTMENT
Title: Acceptance of City Manager retirement;
And appointment Acting/Interim City Manager

RECONVENE THE MEETING

The City Council/Successor Agency to the Covina Redevelopment Agency/Public Finance Authority/Housing Authority meeting reconvened at 7:30 p.m.

City Attorney Marco Martinez announced that the City Council/Agency/Authority met in closed session with all Council Members present. City Attorney Martinez reported that the City Council, by a vote of 4-0, appointed Kim Raney as Acting City Manager. Because of his status as Police Chief, it is necessary to add an item/resolution to the consent calendar portion of the agenda, which makes certain findings. City Attorney Martinez explained copies of the added item will be placed in the back of the room and with the City Clerk for public viewing.

PLEDGE OF ALLEGIANCE

Mayor Delach led the pledge of allegiance.

INVOCATION

Covina Police Chaplain Dave Truax gave the invocation.

PRESENTATIONS

Mayor Delach, along with 2014 Christmas Parade Chairperson, Joelle Peelgren, presented certificates of recognition to the many businesses that sponsored the Christmas Parade by donating equipment, financial support, staff time and food. Also recognized were members of the 2014 Christmas Parade Executive Volunteer Committee Members and the General Parade Committee Members.

Mayor Delach and Police Chief Raney, presented a certificate of recognition to Covina Police Department Volunteer of the Year, Geoff Cobbett, for providing outstanding service and donating nearly 1,400 hours to the Department.

Mayor Delach and Members of the City Council presented a proclamation to City Manager Daryl Parrish for his dedicated service to the City.

PUBLIC COMMENTS

Dale (need last name), Covina employee and resident, congratulated City Manager Daryl Parrish.

MAYOR'S INTERGOVERNMENTAL AGENCIES APPOINTMENTS REPORT

None.

COUNCIL/AGENCY/AUTHORITY COMMENTS

Council Member Stapleton thanked Daryl Parrish for his service to the City.

Council Member Allen wished Daryl Parrish much success in his retirement. Council Member Allen congratulated members of the Parade Committee Members and expressed appreciation for all the hard work.

Mayor Pro Tem King conveyed his appreciation to staff and their work on the annual Christmas Parade. Mayor Pro Tem King reminded everyone of the upcoming free Christmas Concert with Covina Concert Band on December 14, 2014. Mayor Pro Tem King echoed the comments and conveyed his gratitude to Daryl Parrish.

Mayor Delach announced the following “hold the date” events:

- 64th annual Covina Christmas Parade. *The Magic of Christmas* on Saturday, December 6, 2014 at 6:30 p.m., with the parade commencing on Citrus Avenue
- Covina Wine Walk to Help Literacy in Downtown Covina, 5:00 p.m. to 8:00 p.m. on Saturday, December 13, 2014, with proceeds benefiting the Covina Public Library
- Covina Concert Band is hosting a free Christmas Concert at First Presbyterian Church at 3:00 p.m. on Sunday, December 14, 2014

CITY MANAGER COMMENTS

City Manager Daryl Parrish asserted that it has been a pleasure working with staff and the community. He stated that Police Chief Raney is a great choice for the organization.

ADDED TO CONSENT CALENDAR

City Attorney Martinez reported that Government Code § 54954.2(b) provides that the legislative body make take actions, under certain circumstances, on an item of subsequent to the posted agenda. Those circumstances did arise because the decision to appoint Kim Raney was made this evening and there is a need to take immediate action because beginning tomorrow, City Manager Daryl Parrish will be unavailable. The proposed Resolution makes declarations that Kim Raney will remain Police Chief of Covina and will enter into additional duties as Acting City Manager.

On a motion made by Council Member Stapleton, seconded by Mayor Pro Tem King, pursuant to Government Code § 54954.2(b), to consider a resolution making certain recitals and findings.

Motion approved to add proposed Resolution No. 14-7309 to the agenda:

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

City Attorney Martinez reported that **Resolution No. 14-7309** is now on the agenda. The Resolution makes certain recitals and findings concerning the Police Chief continued duties and duties as an acting City Manager. Section 1 of the Resolution should read December 3, 2014, Section 3 of the Resolution should read January 21, 2015, and Section 5 it is customary to provide a five-percent acting pay on the base salary. City Attorney Martinez cited City Council could take action if acceptable of the recommendations.

On a motion made by Council Member Stapleton, seconded by Mayor Pro Tem King, pursuant to Government Code § 54954.2(b), to adopt **Resolution No 14-7309**, appointing Police Chief Kim Raney to serve as Acting City Manager on a part-time basis and for a limited duration, based on the recommendations, which will be completed said Resolution.

Motion approved and adopted Resolution No. 14-7309 as follows:

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

CONSENT CALENDAR

- CC 1.** City Council approved the minutes from the November 18, 2014 regular meeting of the City Council/Successor Agency to the Covina Redevelopment Agency/Public Finance Authority/Housing Authority.
- CC 2.** City Council adopted **Resolution No. 14-7308**, authorizing the Acting/Interim City Manager to carry out all powers, functions, and duties of the City Manager under the Covina Municipal Code.

On a motion made by Mayor Pro Tem King, seconded by Council Member Stapleton, the City Council approved Consent Calendar items CC1 and CC2.

Motion approved the Consent Calendar items CC1 through CC2 as follows:

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

PUBLIC HEARING

PH 1. Public hearing was before City Council to consider public testimony to approve the fiscal year 2015-2016 Community Development Block Grant (CDGB) program budget.

City Manager Daryl Parrish gave a brief report of the item before City Council.

At 8:22 p.m., Mayor Delach opened the public hearing. There was no public comment.

At 8:23 p.m., Mayor Delach, closed the public hearing.

On a motion made by Council Member Stapleton, seconded by Council Member Allen, the City Council approved the fiscal year 2015-2016 Community Development Block Grant budget and selected Column C of the table on Exhibit A with the provision that allocation be adjusted based on the final allocation as determined by the Community Development Commission, with a maximum of 15% of funding allocated for public service programs; and authorized the City Manager, or his designee, to execute said documents related to the fiscal year 2015-2016 Community Development Block Grant (CDBG).

Motion carried thereby approving FY 2015-16 CDBG budget as follows:

AYES: ALLEN, DELACH, KING, STAPLETON
NOES: NONE

ABSTAIN: MARQUEZ
ABSENT: NONE

ADJOURNMENT

At 8:23 p.m., the Covina City Council/Successor Agency to the Covina Redevelopment Agency/Covina Public Finance Authority/Covina Housing Authority adjourned to its next regular meeting, **Tuesday, December 16, 2014**, at 6:30 p.m., for closed session and 7:30 p.m., for open session in the Council Chamber, 125 East College Street, Covina, California, 91723.

Respectfully Submitted:

Catherine M. LaCroix, Chief Deputy City Clerk

Approved this 18th day of December 2014:

Peggy Delach, Mayor/Chairperson

DRAFT



CC 3

MINUTES OF DECEMBER 16, 2014 REGULAR MEETING OF THE COVINA CITY COUNCIL/SUCCESSOR AGENCY TO THE COVINA REDEVELOPMENT AGENCY /COVINA PUBLIC FINANCE AUTHORITY/COVINA HOUSING AUTHORITY HELD IN THE COUNCIL CHAMBER OF CITY HALL, 125 EAST COLLEGE STREET, COVINA, CALIFORNIA

CALL TO ORDER

Mayor Pro Tem King called the Council/Agency/Authority meeting to order at 6:42 p.m., noting an excused absence of Mayor Delach. City Attorney Marco Martinez announced the closed session items. There were no public comments.

ROLL CALL

Council Members Present: ALLEN, KING, MARQUEZ, STAPLETON

Council Members Absent: DELACH (with notice)

Elected Members Present: COBBETT, WALCZAK

Staff Members Present: City Attorney Martinez, Assistant City Attorney Hull, Assistant to the City Manager Brancheau, Finance Director De Alwis, Parks & Recreation and Library Services Director Hall-McGrade, Public Works Director Gonzalez, Police Captain Webster, Interim Community Development Director Fong, Environmental Services Manager Castro, Finance Manager Cole, City Planner Carter, Sr. Housing and CDBG Economic Development Manager Gasser, Administrative Technician Balsz, Police Officer Malinoski, Electronic Resource Analyst Kadir, Chief Deputy City Clerk LaCroix

AGENDA POSTING DECLARATION

The Chief Deputy City Clerk of the City of Covina hereby declares the Council/Agency/Authority agenda for the December 16, 2014 meeting was posted on December 11, 2014 near the front entrance of City Hall, 125 East College Street, Covina, in accordance with §54954.2(a) of the California Government Code.

CLOSED SESSION

A. G.C. §54956.9(d)(1) – CONFERENCE WITH LEGAL COUNSEL – Existing Litigation

Name of Case: The Inland Oversight Committee v City of Covina, et al

Case Number: Los Angeles County Superior Court Case No. BS 152268

B. G.C. §54957 - PUBLIC EMPLOYEE APPOINTMENT

Title: Discussion on appointment of City Manager

RECONVENE THE MEETING

The City Council/Successor Agency to the Covina Redevelopment Agency/Public Finance Authority/Housing Authority meeting reconvened at 7:30 p.m.

City Attorney Marco Martinez announced that the City Council/Agency/Authority met in closed session with all members present except for Mayor Delach. There is no reportable action related to closed session items A and B.

PLEDGE OF ALLEGIANCE

Council Member Allen led the pledge of allegiance.

INVOCATION

Covina Police Chaplain Dave Truax gave the invocation.

PRESENTATIONS

Environmental Services Manager Vivian Castro along with Covina's Climate Action Fellow, Arpe Kasparian, delivered a presentation on the Southern California Gas Company's Climate Action Fellowship Program. Ms. Kasparian shared her work and provided highlights of the opportunity to create the Commercial Energy Efficiency Pilot Program.

Choir Director Rebecca Schmalbeck led the Charter Oak High School Advanced Choral Ensemble "ACE" in singing Christmas Carols.

PUBLIC COMMENTS

Jeff Johnson, Covina Business Owner, requested City Council review the parking hours on Citrus Avenue in the downtown area. Mr. Johnson stated he is not in favor of the current one-hour parking along Citrus Avenue. He requested an item be placed on a future agenda to review changing the one-hour parking to two-hour parking. Mr. Johnson submitted signed petitions from the businesses that front Citrus Avenue, who are in favor of two-hour parking.

On a motion by Council Member Marquez, seconded by Council Member Allen, and upon consensus of City Council, directed staff to provide a report at the February 3, 2015 City Council meeting.

MAYOR'S INTERGOVERNMENTAL AGENCIES APPOINTMENTS REPORT

None.

COUNCIL/AGENCY/AUTHORITY COMMENTS

Council Member Marquez, Council Member Stapleton, Council Member Allen and Mayor Pro Tem King wished everyone a Merry Christmas, Happy Hanukah and Happy New Year.

Council Member Stapleton expressed his enthusiasm for his daughter who passed the State Bar of California and her swearing-in as an attorney. He recounted all the time and effort by Parks and Recreation staff and Police Department staff who assisted with the Christmas Parade.

Mayor Pro Tem King spoke about how well attended the Covina Assembly of God, Project 29:11 Community Christmas Project.

Mayor Pro Tem King announced the following “hold the date” events:

- Volunteers are needed for the 2015 Homeless Count on Tuesday, January 27, 2015; contact the City Housing office at (626) 384-5442 if interested in volunteering
- Reminder of the City of Covina Holiday Furlough Hours – non-emergency offices will be closed during a portion of the holiday season. Public Safety Services will remain available 24-hours a day

CITY MANAGER COMMENTS

Assistant to the City Manager Lisa Brancheau reported there is a revision to page 3 of Consent Calendar CC3. The word ‘not’ has been placed in the summary of the report to reference the resolution adopted by the City Council on January 30, 2012. Copies have been placed at the dais, in the rear of the room for the public, and with the City Clerk.

CONSENT CALENDAR

- CC 1.** City Council received and filed payment of demands in the amount of \$3,617,595.30.
- CC 2.** Successor Agency to the Covina Redevelopment Agency received and filed payment of demands in the amount of \$1,518,454.64.
- CC 3.** City Council and Successor Agency to the Covina Redevelopment Agency received and filed the Audit Report for fiscal year ending June 30, 2014.
- CC 5.** Successor Agency to the Covina Redevelopment Agency adopted **Resolution No. 14-029**, approving amendments to the Capital Improvement Project Fund Budget in the Successor Agency to the Covina Redevelopment Agency Bond Proceeds Fund; and City Council adopted **Resolution No. 14-7312**, approving amendments to the budget in the Parks and Recreation and Public Works Capital Projects Funds.
- CC 6.** City Council received and filed Public Works Monthly Activity Report.
- CC 8.** City Council renewed an operating services agreement with Major League Softball, Inc., for adult softball programming services with the Parks and Recreation Department.
- CC 9.** City Council renewed facility use agreements with AYSO-Region 602 and Covina Baseball Association.
- CC 10.** City Council adopted **Resolution No. 14-7310**, certifying the Sewer System Management Plan (SSMP) Update, as mandated by the State Water Resources Control Board.

On a motion made by Council Member Stapleton, seconded by Council Member Allen, the City Council approved Consent Calendar items CC1 through CC2, CC3 as amended, CC5 through CC6 and CC8 through CC10. Consent Calendar items CC4 and CC7 were removed from the agenda for further discussion and consideration.

Motion approved the Consent Calendar items CC1, CC2, CC3, CC5, CC6, CC8, CC9 and CC10 as follows:

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

CONSENT CALENDAR ITEMS REMOVED FOR DISCUSSION/CONSIDERATION

CC 4. City Council to receive and file the 2nd Quarter 2014 sales tax report.

Council Member Stapleton inquired what the estimated sales tax revenue to the general fund, and Finance Director Dilu De Alwis responded that sales tax revenue is approximately 20% of the general fund.

Following a brief discussion and on a motion made by Council Member Stapleton, seconded by Council Member Allen, the City Council approved Consent Calendar item CC4; received and filed the 2nd Quarter 2014 sales tax report.

Motion carried for Consent Calendar item CC4 as follows:

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

CC 5. City Council to consider canceling the regular scheduled Council meeting of January 6, 2015

Council Member Stapleton requested not to cancel the January 6 2015 meeting, yet to hold the regular scheduled meeting and place on for discussion the filling of the city manager position.

On a motion made by Council Member Stapleton, seconded by Council Member Allen deny cancelling the January 6, 2015 meeting and to continue with the regularly scheduled meeting.

Motion carried for Consent Calendar item CC7 as follows:

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

PUBLIC HEARING

PH 1. Public hearing was before City Council to consider public testimony to adopt a resolution pursuant to the California Environmental Quality Act and California Government Code Section 4217.10 et seq. adopting certain findings and authorizing award of Energy Service Contracts for Energy Efficiency Projects.

At 8:33 p.m., Mayor Pro Tem King opened the public hearing.

Environmental Services Manager Vivian Castro gave a brief report of the item before Council.

There was no public comment.

Mayor Pro Tem King disclosed for the record that he works for Southern California Edison; however, he has no benefits or ties to this project.

At 8:37 p.m., Mayor Pro Tem King, closed the public hearing.

On a motion made by Council Member Stapleton, seconded by Council Member Marquez , the City Council adopted **Resolution No. 14-7311**, which makes findings related to energy services contracting pursuant to California Government code and the California Environmental Quality Act, pursuant to Class 1, Class 3 and Class 11, and authorized the execution of related proposed Energy Efficiency Design-Build Contract for Mechanical retrofits and maintenances services with ACCO Engineered Systems and Lighting retrofits with Facility Solutions Group; and authorize the Acting City Manager, or his designee, to execute documents related to these projects.

Motion carried thereby adopting Resolution No. 14-7311 as follows:

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

NEW BUSINESS

NB1. City Council to introduce and adopt an Urgency Ordinance amending Title 17 of the Covina Municipal Code (Zoning) and of the Town Center Specific Plan (TCSP).

On a motion made by Council Member Stapleton, seconded by Council Member Allen, the City Council introduced and adopted **Urgency Ordinance No. 14-2032**, regulating breweries, wineries, on-site beer and wine tastings in conjunction with breweries and mobile food facility vending within the City of Covina. Arrow-Grand Circle, Covina.

Motion carried thereby adopting Urgency Ordinance No. 14-2032 as follows:

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

NB 2. City Council to approve use of funds from the Community Development Block Grant (CDBG) 2014-2015 funding allocation through the Special Economic Development Program for Tortano LLC, doing business as Pan e Vino, located at 143 N. Citrus Avenue, Covina.

Mark Arreola, for Pan eVino, thanked the Council and said he could answer any questions.

On a motion made by Council Member Stapleton, seconded by Council Member Allen, the City Council approved the Community Development Block Grant of \$50,000, between the City of Covina and Tortano LLC, dba, Pan e Vino. contingent upon execution of a Guarantee of Note, a Business Guarantee of Note, and in compliance with other requirements, and authorize the Acting City Manager or his designee to execute the documents necessary to complete the grant/loan transactions when all conditions are met.

Motion carried to approve New Business item NB2 as follows:

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

NB3. City Council to adopt a resolution to provide for the appointment to the Offices of this City that were to be elected on Tuesday, March 3, 2015.

At 8:40 p.m., Council Member Allen recused himself, stepping away from the dais and out of the room.

Following a brief discussion and on a motion made by Council Member Stapleton, seconded by Council Member Marquez, the City Council adopted **Resolution No. 14-7313**, providing for the Appointment to the offices of this City that were to be elected on Tuesday, March 3, 2015; and directed the Election Official/Chief Deputy City Clerk to forward a copy of said Resolution to the Los Angeles County Registrar-Recorder and County Board of Supervisors notifying them of the Council's actions.

Motion carried thereby adopting Resolution NO. 14-7313, as follows:

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

At 8:42 p.m., Council Member Allen returned to the meeting and dais.

ADJOURNMENT

At 8:42 p.m., the Covina City Council/Successor Agency to the Covina Redevelopment Agency/Covina Public Finance Authority/Covina Housing Authority adjourned to its next regularly scheduled meeting on **Tuesday, January 6, 2015**, at 6:30 p.m., for closed session and 7:30 p.m., for open session in the Council Chamber located inside of City Hall, 125 East College Street, Covina, California, 91723.

Respectfully Submitted:

Catherine M. LaCroix, Chief Deputy City Clerk

Approved this 3rd day of February 2015:

Peggy Delach, Mayor/Chairperson

DRAFT



CC 4

MINUTES OF JANUARY 6, 2015 REGULAR MEETING OF THE COVINA CITY COUNCIL/SUCCESSOR AGENCY TO THE COVINA REDEVELOPMENT AGENCY /COVINA PUBLIC FINANCE AUTHORITY/COVINA HOUSING AUTHORITY HELD IN THE COUNCIL CHAMBER OF CITY HALL, 125 EAST COLLEGE STREET, COVINA, CALIFORNIA

CALL TO ORDER

Mayor Delach called the Council/Agency/Authority meeting to order at 6:39 p.m. City Attorney Marco Martinez announced the closed session items. There were no public comments.

ROLL CALL

Council Members Present: ALLEN, DELACH, KING, MARQUEZ, STAPLETON

Council Members Absent: NONE

Elected Members Present: COBBETT, WALCZAK

Staff Members Present: City Attorney Martinez, Acting City Manager Raney, Finance Director De Alwis, Senior Management Analyst Smith, Finance Manager Cole, Finance Manager Pacheco, Public Works Director Gonzalez, Police Lieutenant Doonan, Police Sergeant Peterson, Police Officer Malinoski, L.A. County Fire Chief Enriquez, Electronic Resource Analyst Kadir, Assistant to the City Manager Brancheau and Chief Deputy City Clerk LaCroix.

AGENDA POSTING DECLARATION

The Chief Deputy City Clerk of the City of Covina hereby declares the Council/Agency/Authority agenda for the January 6, 2015 meeting was posted on December 31, 2014 near the front entrance of City Hall, 125 East College Street, Covina, in accordance with §54954.2(a) of the California Government Code.

CLOSED SESSION

A. G.C. §54957 – PUBLIC EMPLOYEE APPOINTMENT

Title: City Manager

Case Number: Los Angeles County Superior Court Case No. BS 152268

B. G.C. §54957.6 - CONFERENCE WITH LABOR NEGOTIATOR

Agency representative: City Attorney Marco Martinez

Title: Unrepresented Employee – Position: City Manager

RECONVENE THE MEETING

The City Council/Successor Agency to the Covina Redevelopment Agency/Public Finance Authority/Housing Authority meeting reconvened at 7:39 p.m.

City Attorney Marco Martinez announced that the City Council/Agency/Authority met in closed session with all members. There is no reportable action related to closed session items A and B.

PLEDGE OF ALLEGIANCE

Council Member Marquez led the pledge of allegiance.

INVOCATION

Covina Police Chaplin Dr. Patricia Venegas gave the invocation.

PUBLIC COMMENTS

Susan Nash-Barboza, Covina resident, spoke regarding code enforcement issues involving the corner cut back area of her property. Ms. Nash-Barboza advised she had researched the Municipal Code in question, Chapter 17, Section 4, and felt it was not clear for a lay person to understand and ultimately still felt she was not in violation. Mayor Delach assured Ms. Nash-Barboza that staff would be looking into the matter and contacting her.

Deborah Stone, Covina resident, spoke regarding a letter she received from a Code Enforcement Officer in regards to her hedge being out of compliance with the Municipal Code. Ms. Stone agrees with Ms. Nash-Barboza that the Municipal Code is difficult to understand and asked for staff to look into the matter.

Manuel Guillen, Covina resident, inquired if Council had reconsidered his request for the City to host the Special Olympics in 2015. Mayor Delach told Mr. Guillen that she would email him directly and Council Member Allen advised he was speaking with the Rotary Club in regards to the matter.

S. Box, spoke in regards to Mayor Delach violating the Brown Act by directing those wishing to speak during public comments to state their name and address for the record. Mr. Box expressed concern that if those in charge were not aware of this basic violation what other violations might be occurring. Mr. Box was of the opinion that a problem does exist with the City's code enforcement but knew that the Chief/Acting City Manager was looking into the matter.

COUNCIL/AGENCY/AUTHORITY COMMENTS

Council Member Stapleton wished everyone a happy new year. Council Member Stapleton spoke of the upcoming Covina Chamber of Commerce Installation Dinner on January 27, 2015 honoring Golden Heritage Award recipient Bob Ihsen and business of the year award recipient Grand Printing. Council Member Stapleton requested that in the future at the last meeting of every calendar year the Council take a minute to remember those lost. Council Member Stapleton read a list of those who passed and that City Council meetings were adjourned in memory of in 2014.

Council Member Allen also wished everyone a happy new year. Council Member Allen shared that he along with Mayor Pro Tem King represented the City and City Council at Pastor John Johnson's departure from the Covina Assembly of God Church where he had been for 15 years.

Council Member Marquez wished everyone a happy new year.

Mayor Pro Tem King also wished everyone a happy new year. Mayor Pro Tem King echoed Council Member Allen's comments honoring Pastor Johnson and wished him the best in his new position. Mayor Pro Tem King requested to adjourn the meeting in memory of Anne Low, former Covina Council Member and Mayor Bob Low's wife. Mayor Pro Tem King acknowledged former West Covina Council Member Dr. Ben Wong who was in the audience.

Mayor Delach expressed her hope that everyone had a great holiday and a happy new year.

CITY MANAGER COMMENTS

None.

NEW BUSINESS

NB1. City Council to discuss the appointment of a City Manager.

Council Member Stapleton cautioned regarding rumors involving any potential candidates and the consequences that could arise for those involved.

Mayor Delach announced that Council is working as expeditiously as possible during this process and thanked Chief Raney for becoming the Acting City Manager.

ADJOURNMENT

At 8:08 p.m., the Covina City Council/Successor Agency to the Covina Redevelopment Agency/Covina Public Finance Authority/Covina Housing Authority adjourned in memory of Anne Low, to its next regular meeting on **Tuesday, January 20, 2015**, at 6:30 p.m., for closed session and 7:30 p.m., for open session in the Council Chamber located inside of City Hall, 125 East College Street, Covina, California, 91723.

Respectfully Submitted:

Madeline Balsz, Administrative Technician

Approved this 3rd day of February 2015:

Peggy Delach, Mayor/Chairperson

CITY OF COVINA
AGENDA ITEM COMMENTARY

MEETING DATE: January 20, 2015

ITEM NO.: CC 5

STAFF SOURCE: Kim J. Raney, Acting City Manager
Madeline Balsz, Administrative Technician *MB*

ITEM TITLE: Update on the City of Covina Strategic Plan

STAFF RECOMMENDATION

Receive and file the monthly Strategic Plan objectives update.

FISCAL IMPACT

None.

BACKGROUND

The City Council along with City Staff held a Strategic Planning Workshop Meeting at First Presbyterian Church on Wednesday, October 8, 2014. In accordance with the Strategic Plan process, progress toward achievement of the outlined objectives will be reported to the City Council following the retreat and at the second meeting of each month. Attached, for the City Council's review, is the updated Strategic Planning objectives matrix.

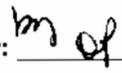
The next Strategic Planning Workshop meeting is scheduled for April 15, 2015.

RELEVENCE TO THE STRATEGIC PLAN

See attached updated matrix.

EXHIBITS

A. Strategic Plan Objectives Matrix

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

CITY OF COVINA ✪ STRATEGIC OBJECTIVES

October 8, 2014 – April 15, 2015

THREE-YEAR GOAL: ENHANCE FINANCIAL WELL-BEING						
WHEN	WHO	WHAT	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. At the October 21, 2014 City Council meeting	Finance Director, working with an ad hoc Revenue Feasibility Committee (Council Member Stapleton, Mayor Delach)	Study the feasibility of placing a revenue enhancement option on the ballot to address budget shortfalls in Public Safety and the Lighting District and make a recommendation to the City Council for consideration.				
2. At the November 18, 2014 City Council meeting	Mayor Delach (lead), Finance Director and Parks and Recreation Director	Report on the viability of a tiered fee schedule (i.e., residents vs. out of city users) for recreation and other programs and make a recommendation to the City Council for action.				
3. At the November 18, 2014 City Council meeting	Parks and Recreation Director and Finance Director	Evaluate the fees for parks, recreation and library services and recommend changes, if any, to the City Council for action.				
4. At the March 17, 2015 City Council meeting	Mayor Delach (lead), Council Member Stapleton and the Finance Director	Study the feasibility of the additional non-tax revenue enhancement options offered at the strategic planning retreat and make a recommendation to the City Council for action.				

THREE-YEAR GOAL: *ENHANCE SAFETY AND QUALITY OF LIFE IN COVINA*

WHEN	WHO	WHAT	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. At the February 3, 2015 City Council meeting	City Manager (lead), City Attorney, Finance Director, Parks and Recreation Director, HR Director and the Interim Community Development Director	Develop and recommend to the City Council for action a policy regarding funding and/or staffing requests for large, non-City events and projects.				
2. At the February 17, 2015 City Council meeting	Police Chief and City Attorney, working with the code enforcement counsel	Recommend to the City Council for consideration revision of the Municipal Code regarding entertainment permits and regulations.		X		
3. At the April 7, 2015 City Council meeting	City Attorney (lead), Parks and Recreation Director and Police Chief	Present to the City Council a homeless policy.		X		City staff has met 3 times (including once with City Attorney Trindle). City Attorney is working on policy.
4. At the April 7, 2015 City Council meeting	Police Chief and Parks and Recreation Director	Present to the City Council a process/checklist for large, non-City events and projects.		X		

THREE-YEAR GOAL: *FOSTER INNOVATION, EFFICIENCY AND SUSTAINABILITY*

WHEN	WHO	WHAT	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. At the February 17, 2015 City Council meeting	Interim Community Development Director (lead), Interim Public Works Director and Police Chief, working with the LA County Fire Battalion Chief	Conduct a needs assessment to determine requirements for permit tracking software.				
2. At the February 17, 2015 City Council meeting	Interim Community Development Director and Interim Public Works Director	Develop and present to the City Council for direction a plan of action to update the General Plan and the Specific Plan elements to comply with State law, including development of a budget/funding source.				
3. By March 1, 2015	Interim Public Works Director	Initiate an initial valuation for acquisition of Edison-owned streetlights at the cost of \$10,000.				
4. By March 1, 2015	City Manager	Develop and place on the website FAQs (Frequently Asked Questions) that assist employees and the public with their inquiries about city services.				
5. By March 15, 2015	Interim Public Works Director	Communicate to the public the environmental requirements related to the State Clean Water Act.				
6. At the March 17, 2015 City Council meeting	Interim Public Works Director	Develop and present to the City Council for action plans for water conservation strategy if the Metropolitan Water District initiates water conservation.				
7. At the March 17, 2015 City Council meeting	Interim Public Works Director	Present to the City Council for action a Green Street and Low Impact Development (LID) Ordinance.				
8. At the April 7, 2015 City Council meeting	Council Member King (lead), Parks and Recreation Director and the Interim Public Works Director	Identify a funding source for a community garden and make a recommendation to the City Council for direction.				

THREE-YEAR GOAL: *ENHANCE CUSTOMER SERVICE*

WHEN	WHO	WHAT	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. At the November 18, 2014 City Council meeting	Interim Community Development Director and City Manager	Report to the City Council a plan of action to implement recommendations of the Kelly Report.				
2. By December 15, 2014	HR Director and Council Member Stapleton	Develop and present to the City Manager for consideration questions/exercises for employee teambuilding to improve internal communication and working relationships for implementation by April 1, 2015.		X		Questions/exercises are being developed.
3. By the January 20, 2015 City Council meeting	Council Member Stapleton and the Senior Housing/CDBG Manager	Solicit input from contractors and developers (frequent users) of those who have pulled permits and ask for feedback to make positive changes and to develop a "one stop counter."				
4. By February 1, 2015	Interim Community Development Director (lead), Interim Public Works Director, City Attorney and Council Member Stapleton	Develop a checklist for those interested in developing in the city (i.e., developers, homeowners and builders).				

CITY OF COVINA
AGENDA ITEM COMMENTARY

MEETING DATE: January 20, 2015

ITEM NO.: CC 6

STAFF SOURCE: Dilu De Alwis, Finance Director *by DP*

ITEM TITLE: Payment of Demands

STAFF RECOMMENDATION:

Approve Payment of Demands in the amount of: **\$4,574,047.92**

BACKGROUND:

Attached list of warrants, demands, which are being presented for approval for December 2014 are summarized as follows:

<u>DATE OF DEMANDS</u>	<u>DEMAND NUMBERS</u>	<u>AMOUNT</u>
ACCOUNTS PAYABLE WARRANTS		
December 2014	Wires/EFTs 4914-4921	\$32,604.80
	Checks 71563-72025	\$2,758,733.23
 <u>PAYROLL</u>		
DECEMBER 4, 2014 PAYROLL DD, CHECKS & TAXES		\$592,741.15
DECEMBER 18, 2014 PAYROLL DD, CHECKS & TAXES		\$616,685.98
DECEMBER 31, 2014 PAYROLL DD, CHECKS & TAXES		\$531,103.79
 <u>VOIDS</u>		
December voids	69419	(\$25.00)
	67727	(\$234.60)
	69340	(\$234.60)
 <u>WORKERS COMPENSATION</u>		
December 4, 2014	Week ending 12/3/14	\$11,091.95
December 5, 2014	Week ending 11/12/14	\$2,289.95
December 5, 2014	Week ending 11/19/14	\$11,091.95
December 17, 2014	Week ending 12/11/14	\$1,033.94
December 18, 2014	Week ending 12/17/14	\$5,805.52
December 27, 2014	Week ending 12/23/14	\$11,359.86
	GRAND TOTAL:	\$4,574,047.92

RELEVANCE TO STRATEGIC PLAN: Not applicable

EXHIBITS:

A. Accounts Payable Register

REVIEW TEAM ONLY	
City Attorney:	Finance Director: <i>by DP</i>
City Manager:	Other: _____

CITY OF COVINA
Check Register
DECEMBER 2014

Check #	Check Date	Vendor	Name	Amount
4914	12/03/2014	1405	ICMA RETIREMENT	6,143.83
4915	12/03/2014	1403	ICMA-RC	981.82
4916	12/03/2014	4003	MidAmerica	2,184.22
4917	12/03/2014	2033	NATIONWIDE RETI	6,519.54
4918	12/16/2014	1405	ICMA RETIREMENT	6,183.32
4919	12/16/2014	1403	ICMA-RC	981.82
4920	12/16/2014	4003	MidAmerica	3,090.71
4921	12/16/2014	2033	NATIONWIDE RETI	6,519.54
			subtotal EFT/wires	\$32,604.80
71563	12/02/2014	26	ABSOLUTE SECURI	7,766.88
71564	12/02/2014	32	ACE-1 AUTO SERV	132.32
71565	12/02/2014	63	AEG SOLUTIONS	84.46
71566	12/02/2014	74	AGI ACADEMY	172.50
71567	12/02/2014	84	AIRGAS-WEST	211.76
71568	12/02/2014	91	ALAS, NINA	119.00
71569	12/02/2014	3782	ANTHONY DAVI	2,025.00
71570	12/02/2014	4117	ARTISTIC RECONS	17.50
71571	12/02/2014	219	AT&T	15.27
71572	12/02/2014	220	AT&T LONG DISTA	26.31
71573	12/02/2014	275	BALSZ, MADELINE	27.09
71574	12/02/2014	352	BIKESTATION	281.66
71575	12/02/2014	370	BOB BARKER CO I	225.21
71576	12/02/2014	423	BRUNSWICK COVIN	78.75
71577	12/02/2014	430	BUILDING ELECTR	75.00
71578	12/02/2014	437	BURRO CANYON EN	110.00
71579	12/02/2014	477	CALIF, STATE OF	225.00
71580	12/02/2014	536	CARQUEST AUTO P	139.45
71581	12/02/2014	568	CAT SPECIALTIES	199.70
71582	12/02/2014	589	CELAYA, VERA FL	103.02
71583	12/02/2014	600	CERTIFIED UNDER	14.94
71584	12/02/2014	617	CHARTER OAK GYM	2,224.00
71585	12/02/2014	649	CINTAS CORP #69	1,321.54
71586	12/02/2014	700	COLLEY FORD	125.02
71587	12/02/2014	3235	COOK, SHAWNA	672.54
71588	12/02/2014	745	CORONA, MARIO	402.28
71589	12/02/2014	783	COVINA WATER	673.62
71590	12/02/2014	792	CPOA	80.00
71591	12/02/2014	3982	CUGNU, CAROL A	267.80
71592	12/02/2014	849	DAPEER ROSENBLI	4,365.38
71593	12/02/2014	857	DAVID TURCH AND	2,500.00
71594	12/02/2014	4072	DE LEON, JUAN C	662.20
71595	12/02/2014	894	DF POLYGRAPH	300.00
71596	12/02/2014	3164	DIVERSIFIED TRA	34,982.14

CITY OF COVINA
Check Register
DECEMBER 2014

71597	12/02/2014	3891	DOUBLETREE BY H	1,406.88
71598	12/02/2014	970	EDISON CO	602.85
71599	12/02/2014	3911	FACTORY MOTOR P	11.67
71600	12/02/2014	1053	FBI-LEEDA	50.00
71601	12/02/2014	1055	FEDEX	44.31
71602	12/02/2014	1098	FOSTER, DAVE	381.51
71603	12/02/2014	4126	FUENTES, BRITTA	173.25
71604	12/02/2014	1198	GLOBALSTAR LLC	53.00
71605	12/02/2014	1235	GRAINGER	63.27
71606	12/02/2014	1361	HOLLIDAY ROCK C	123.18
71607	12/02/2014	1371	HOSE MAN INC, T	29.04
71608	12/02/2014	1401	ICC	90.00
71609	12/02/2014	1442	INTER-VALLEY PO	122.50
71610	12/02/2014	1441	INTERSTATE BATT	30.92
71611	12/02/2014	1463	J.G. TUCKER AND	342.53
71612	12/02/2014	3654	JEREMIAH DONOVA	194.25
71613	12/02/2014	1561	KEYSTONE UNIFOR	310.27
71614	12/02/2014	1608	LA CNTY CDC/CDB	90.00
71615	12/02/2014	1612	LA CNTY DEPT OF PW	2,938.26
71616	12/02/2014	1615	LA CNTY MTA	560.00
71617	12/02/2014	1638	LAM, LY CHOU	319.20
71618	12/02/2014	1673	LAWSON PRODUCTS	346.28
71619	12/02/2014	3190	LAYNE, JONATHAN	474.67
71620	12/02/2014	3209	LAYNE, SHARON	98.00
71621	12/02/2014	1694	LEWIS ENGRAVING	52.32
71622	12/02/2014	1698	LEXIPOL LLC	3,815.00
71623	12/02/2014	1712	LIGHTHOUSE INC,	139.53
71624	12/02/2014	3169	LOGAN SUPPLY CO	210.37
71625	12/02/2014	3932	MAR, ARLENE D.	298.65
71626	12/02/2014	4089	MEASOM, DEVIN T	69.00
71627	12/02/2014	3983	MERCADO, DANIEL	820.32
71628	12/02/2014	1895	MERRIMAC ENERGY	22,213.65
71629	12/02/2014	1933	MISSION LINEN S	19.14
71630	12/02/2014	3236	MUNOZ, VINCENT	433.12
71631	12/02/2014	3718	NADENE VALDEZ	371.86
71632	12/02/2014	2027	NAPA AUTO PARTS	19.55
71633	12/02/2014	2101	OCLC/FOREST PRE	1,260.05
71634	12/02/2014	99999	MICHELLE DELEON	1.54
71635	12/02/2014	3614	PAPER RECYCLING	252.00
71636	12/02/2014	2189	PARADA, MIGUEL	653.79
71637	12/02/2014	3923	PARKHOUSE TIRE	256.42
71638	12/02/2014	2238	PEST OPTIONS IN	265.00
71639	12/02/2014	2345	QUILL	124.24
71640	12/02/2014	4082	REED, LETICIA	27.57

CITY OF COVINA
Check Register
DECEMBER 2014

71641	12/02/2014	2415	REPUBLIC MASTER	176.16
71642	12/02/2014	3655	ROBERT WONG	89.92
71643	12/02/2014	2459	ROCHFORD, JAMES	70.00
71644	12/02/2014	2519	SALAMONE, KIMBE	91.00
71645	12/02/2014	4106	SCHNEIDER, TINA	91.00
71646	12/02/2014	2607	SERESINGHE, AJI	1,400.00
71647	12/02/2014	2620	SGV NEWSPAPER G	274.96
71648	12/02/2014	3837	SONSRAY MACHINE	357.08
71649	12/02/2014	2737	STAPLES INC	407.01
71650	12/02/2014	2786	SUTHERLAND, KEI	402.28
71651	12/02/2014	2818	TAVANNA	88.36
71652	12/02/2014	2846	THOMAS, TERRI	810.46
71653	12/02/2014	2852	THREE VALLEY MU	132,748.62
71654	12/02/2014	2901	TRIFYTT SPORTS	2,340.36
71655	12/02/2014	2942	UNITED SITE SER	240.10
71656	12/02/2014	2955	US BANK	1,385.00
71657	12/02/2014	2958	US POSTMASTER	3,110.16
71658	12/02/2014	3234	VELARDE-KUBANIK	140.00
71659	12/02/2014	2999	VERIZON CALIFOR	228.84
71660	12/02/2014	3187	WAGONER, PAMELA	488.26
71661	12/02/2014	3043	WARREN DISTRIBU	151.77
71662	12/02/2014	3082	WESTERN WATER W	395.02
71663	12/02/2014	3138	YAP, ALBERTO	54.18
71664	12/03/2014	68	AFLAC	4,005.05
71665	12/03/2014	69	AFSCME	1,060.00
71666	12/03/2014	487	CalPERS	64,552.70
71667	12/03/2014	3846	CLEA	453.25
71668	12/03/2014	3846	CLEA	134.75
71669	12/03/2014	775	COVINA POLICE A	2,750.00
71670	12/03/2014	789	COVINA-FSA, CIT	1,515.86
71671	12/03/2014	878	DELTA DENTAL OF	9,212.51
71672	12/03/2014	1106	FRANCHISE TAX B	250.00
71673	12/03/2014	1106	FRANCHISE TAX B	35.00
71674	12/03/2014	1106	FRANCHISE TAX B	50.00
71675	12/03/2014	1247	GREAT WEST LIFE	4,279.41
71676	12/03/2014	1307	HARTFORD LIFE I	9.67
71677	12/03/2014	3795	LEGAL SHIELD	316.44
71678	12/03/2014	2234	PERS	154,308.21
71679	12/03/2014	2235	PERS LONG TERM	238.88
71680	12/03/2014	3668	SHERIFF'S DEPAR	525.30
71681	12/03/2014	3893	STATE DISBURSEM	247.00
71682	12/03/2014	3954	SUN LIFE FINANC	5,330.42
71683	12/03/2014	2946	UNITED WAY OF G	17.50
71684	12/03/2014	3014	VISION SERVICE	926.86

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71685	12/03/2014	3764	WAGeworks	38.00
71686	12/03/2014	3045	WASHINGTON NATI	146.99
71687	12/09/2014	23	ABORTA BUG INC	75.00
71688	12/09/2014	50	ADVANCED	1,543.10
71689	12/09/2014	113	ALL CITY MANAGE	4,294.62
71690	12/09/2014	128	ALLIANT INSURAN	912.00
71691	12/09/2014	183	AQUA-METRIC SAL	4,034.90
71692	12/09/2014	219	AT&T	32.75
71693	12/09/2014	254	AZUSA LIGHT & W	1,609.08
71694	12/09/2014	255	AZUSA PLUMBING	5.76
71695	12/09/2014	269	BAKER AND TAYLO	281.07
71696	12/09/2014	341	BEST BEST & KRI	337.40
71697	12/09/2014	3929	BOOT BARN INC	250.00
71698	12/09/2014	438	BUSCH SYSTEMS I	1,908.00
71699	12/09/2014	452	CA ASSOC FOR PROP & EVID	45.00
71700	12/09/2014	457	CA PARKS AND RE	165.00
71701	12/09/2014	475	CALIBER POOL AN	1,595.00
71702	12/09/2014	568	CAT SPECIALTIES	242.42
71703	12/09/2014	572	CATHOLIC CHARIT	13,358.03
71704	12/09/2014	581	CCH	121.70
71705	12/09/2014	600	CERTIFIED UNDER	172.31
71706	12/09/2014	720	COMPUTER SERVIC	5,596.82
71707	12/09/2014	730	CONTEMPORARY IN	24.00
71708	12/09/2014	762	COVINA CHAMBER	20.00
71709	12/09/2014	788	COVINA, CITY OF	395.51
71710	12/09/2014	4075	CRIME SCIENCES	1,070.00
71711	12/09/2014	941	D-PREP LLC	1,407.08
71712	12/09/2014	862	DE ALWIS, DILU	130.00
71713	12/09/2014	880	DEMCO INC	185.45
71714	12/09/2014	3891	DOUBLETREE BY H	1,406.88
71715	12/09/2014	970	EDISON CO	28,848.11
71716	12/09/2014	1055	FEDEX	83.07
71717	12/09/2014	1089	FOOTHILL PRESBY	270.98
71718	12/09/2014	4152	GONDOLA GETAWAY	1,396.00
71719	12/09/2014	1235	GRAINGER	956.74
71720	12/09/2014	1241	GRAND PRINTING	438.97
71721	12/09/2014	3934	HF & H CONSULTA	3,312.56
71722	12/09/2014	1361	HOLLIDAY ROCK C	697.89
71723	12/09/2014	1387	HUNTER, JOHN L.	2,562.50
71724	12/09/2014	3988	HYDRO CONNECTIO	69.52
71725	12/09/2014	1463	J.G. TUCKER AND	46.43
71726	12/09/2014	3731	JUNIOR LIBRARY	65.52
71727	12/09/2014	1561	KEYSTONE UNIFOR	865.25
71728	12/09/2014	1617	LA CNTY REGISTR	16.00

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71729	12/09/2014	1633	LACPCA	500.00
71730	12/09/2014	1650	LARA, LAURA	130.00
71731	12/09/2014	1663	LAW ENFORCEMENT	345.00
71732	12/09/2014	1694	LEWIS ENGRAVING	49.05
71733	12/09/2014	1778	MADRID, VICKI	20.00
71734	12/09/2014	1833	MAXIMUS INC	4,100.00
71735	12/09/2014	1933	MISSION LINEN S	53.96
71736	12/09/2014	2091	O REILLY AUTO P	31.24
71737	12/09/2014	2104	OFFICE DEPOT	141.63
71738	12/09/2014	99999	CIDNEY DOYLE	38.00
71739	12/09/2014	99999	CITY OF CLAREMONT	40.00
71740	12/09/2014	99999	GRACIELA CORTEZ	4.42
71741	12/09/2014	99999	HOIKE, LP	21,821.70
71742	12/09/2014	99999	JEAN MILL	25.00
71743	12/09/2014	99999	MARY JO COOPER	10.00
71744	12/09/2014	99999	MARY L. BARRAGAN	40.00
71745	12/09/2014	99999	MERCURY INSURANCE	3,441.96
71746	12/09/2014	99999	VOID	0.00
71747	12/09/2014	99999	SIDONIA HAMILTON	70.00
71748	12/09/2014	99999	VERNOICA SANTOYO	300.00
71749	12/09/2014	99999	YVETTE MEDINA-LEE	300.00
71750	12/09/2014	2129	ORANGE COUNTY S	15.00
71751	12/09/2014	2198	PARRISH, DARYL	32.25
71752	12/09/2014	2269	PLUMBERS DEPOT	916.02
71753	12/09/2014	2277	POLLARDWATER DO	2,452.13
71754	12/09/2014	2299	PRESENTA PLAQUE	114.56
71755	12/09/2014	2303	PRIORITY MAILIN	261.28
71756	12/09/2014	2312	PROFORCE LAW EN	322.59
71757	12/09/2014	3534	Psychological C	400.00
71758	12/09/2014	4155	PUBLIC TECHNOLO	3,200.00
71759	12/09/2014	2345	QUILL	373.66
71760	12/09/2014	3964	RED WING SHOE S	249.04
71761	12/09/2014	2415	REPUBLIC MASTER	429.83
71762	12/09/2014	2588	SCPMA-HR	125.00
71763	12/09/2014	2615	VOID	0.00
71764	12/09/2014	3837	SONSRAY MACHINE	140.62
71765	12/09/2014	2714	SOUTHERN CA GAS	575.00
71766	12/09/2014	2719	SPARKLETTS	43.77
71767	12/09/2014	2737	STAPLES INC	346.39
71768	12/09/2014	2775	SUPERB GRAPHICS	150.78
71769	12/09/2014	2778	SUPERIOR PAVEME	33,098.08
71770	12/09/2014	2795	SWRCB	16,654.00
71771	12/09/2014	2852	THREE VALLEY MU	40.00
71772	12/09/2014	2855	TIME WARNER CAB	254.51

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71773	12/09/2014	2886	TRADEWAY GLASS	388.00
71774	12/09/2014	2903	TRI-XECUTEX COR	80.00
71775	12/09/2014	2898	TRIANGLE TRUCK	37.93
71776	12/09/2014	3940	TYLER BUSINESS	521.33
71777	12/09/2014	2926	TYLER TECHNOLOG	13,244.61
71778	12/09/2014	2935	UNDERGROUND SER	67.50
71779	12/09/2014	2999	VERIZON CALIFOR	78.99
71780	12/09/2014	3004	VICTORY EXTERMI	50.00
71781	12/09/2014	3023	VULCAN MATERIAL	442.54
71782	12/09/2014	3029	WALCZAK, RIC	385.10
71783	12/09/2014	3064	WELLDYNERX	58.48
71784	12/09/2014	3066	WELLS FARGO BAN	2,080.96
71785	12/09/2014	3068	WELLS FARGO FIN	163.50
71786	12/09/2014	3077	WEST LITE SUPPL	574.53
71787	12/09/2014	3082	WESTERN WATER W	946.88
71788	12/09/2014	3132	WRIGHT DESIGNS	351.53
71789	12/09/2014	3134	XEROX CORPORATI	852.02
71790	12/09/2014	903	DIEHL EVANS & C	295.00
71791	12/15/2014	3	12 MILES OUT.CO	1,200.00
71792	12/15/2014	11	A & B ELECTRIC	1,391.10
71793	12/15/2014	32	ACE-1 AUTO SERV	90.00
71794	12/15/2014	84	AIRGAS-WEST	209.70
71795	12/15/2014	3977	ALLIANT CONSULT	1,855.00
71796	12/15/2014	219	AT&T	98.25
71797	12/15/2014	221	AT&T MOBILITY	1,203.42
71798	12/15/2014	283	BANK OF THE WES	7,530.71
71799	12/15/2014	341	BEST BEST & KRI	75,999.06
71800	12/15/2014	568	CAT SPECIALTIES	246.10
71801	12/15/2014	572	CATHOLIC CHARIT	14,095.13
71802	12/15/2014	600	CERTIFIED UNDER	438.49
71803	12/15/2014	610	CHAMPION'S PLAC	410.00
71804	12/15/2014	618	CHARTER OAK HAR	39.45
71805	12/15/2014	649	CINTAS CORP #69	484.32
71806	12/15/2014	653	CITRUS AUTO UPH	275.40
71807	12/15/2014	703	COMBINED GRAPHI	225.63
71808	12/15/2014	749	COUNSELING TEAM	820.00
71809	12/15/2014	771	COVINA IRRIGATI	146,801.25
71810	12/15/2014	777	COVINA RENTS	348.80
71811	12/15/2014	783	COVINA WATER	67,965.67
71812	12/15/2014	849	DAPEER ROSENBLI	10,324.83
71813	12/15/2014	3720	DATAQUICK	300.00
71814	12/15/2014	3701	DEPARTMENT OF JUSTICE	547.00
71815	12/15/2014	885	DEPT OF MOTOR V	103.00
71816	12/15/2014	896	DH MAINTENANCE	6,275.82

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71817	12/15/2014	970	EDISON CO	51,324.80
71818	12/15/2014	3252	Equarius Waterw	112.27
71819	12/15/2014	3911	FACTORY MOTOR P	82.41
71820	12/15/2014	1055	FEDEX	6.07
71821	12/15/2014	1075	FLEET SERVICES	12.42
71822	12/15/2014	1156	GAS COMPANY, TH	1,718.24
71823	12/15/2014	1204	GOLDEN STATE WA	303.45
71824	12/15/2014	1211	GONZALES, CARLO	402.28
71825	12/15/2014	1235	GRAINGER	306.69
71826	12/15/2014	1241	GRAND PRINTING	1,620.94
71827	12/15/2014	1277	HAEBE, CYNTHIA	2,640.00
71828	12/15/2014	3251	HANSON INVESTIG	2,514.43
71829	12/15/2014	1364	HOME DEPOT	3,909.30
71830	12/15/2014	1430	INLAND WATER WO	470.88
71831	12/15/2014	1441	INTERSTATE BATT	118.01
71832	12/15/2014	4147	IRVINE INSTITUT	870.16
71833	12/15/2014	1463	J.G. TUCKER AND	246.72
71834	12/15/2014	3250	KEENAN & ASSOCI	10,125.00
71835	12/15/2014	4019	KIMLEY-HORN AND	30,800.00
71836	12/15/2014	1571	KING BOLT CO	12.13
71837	12/15/2014	3721	KRIZIA N VIRBIA	130.00
71838	12/15/2014	1614	LA CNTY FIRE DE	680,949.36
71839	12/15/2014	1634	LACROIX, CATHER	128.52
71840	12/15/2014	1646	LANGUAGE LINE S	30.08
71841	12/15/2014	1680	LEAGUE OF CALIF	1,125.00
71842	12/15/2014	1691	LEVEL 3 COMMUNI	1,112.59
71843	12/15/2014	1694	LEWIS ENGRAVING	18.53
71844	12/15/2014	1708	LIFE ASSIST INC	1,030.05
71845	12/15/2014	1712	LIGHTHOUSE INC,	134.79
71846	12/15/2014	1729	LONG BEACH BMW	96.00
71847	12/15/2014	4060	MAACO	2,272.65
71848	12/15/2014	3256	MULTI W SYSTEMS	712.02
71849	12/15/2014	2091	O REILLY AUTO P	179.02
71850	12/15/2014	2104	OFFICE DEPOT	316.08
71851	12/15/2014	3944	OFFICE SOLUTION	741.19
71852	12/15/2014	99999	CORNER STONE PROPERTY M	45.41
71853	12/15/2014	99999	DORA HERNANDEZ	32.41
71854	12/15/2014	99999	JOSE BARAJAS JR	32.86
71855	12/15/2014	99999	LAURA LIBERTY	185.79
71856	12/15/2014	99999	LUIS RODRIGUEZ	77.84
71857	12/15/2014	99999	MIGUEL SERRANO	28.07
71858	12/15/2014	99999	PAMELA ASTENGO	33.57
71859	12/15/2014	99999	RAY AND MARY ANN MONJE	20,000.00
71860	12/15/2014	99999	VIDAL F. MARQUEZ	20.00

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71861	12/15/2014	3722	OSCAR LUQUE	75.00
71862	12/15/2014	2198	PARRISH, DARYL	21.50
71863	12/15/2014	2275	POIRIER, ROBERT	72.50
71864	12/15/2014	2415	REPUBLIC MASTER	144.92
71865	12/15/2014	2426	REYNOLDS BUICK	7.98
71866	12/15/2014	2434	RICE/ENGLANDER	3,000.00
71867	12/15/2014	2539	SAN DIMAS, CITY	1,051.73
71868	12/15/2014	4157	SHRED MASTERS	96.25
71869	12/15/2014	2660	SIMPLEX GRINNEL	488.40
71870	12/15/2014	2676	SMART AND FINAL	338.72
71871	12/15/2014	2705	SOUTH COAST AQM	451.57
71872	12/15/2014	3950	STERICYCLE, INC	261.43
71873	12/15/2014	3185	TOSHIBA FINANCI	1,798.93
71874	12/15/2014	2903	TRI-XECUTEX COR	300.33
71875	12/15/2014	2907	TRUGREEN LANDSC	8,772.49
71876	12/15/2014	2958	US POSTMASTER	1,230.75
71877	12/15/2014	2966	V & V MANUFACTU	414.20
71878	12/15/2014	2969	VALLEY TROPHY	895.98
71879	12/15/2014	4065	VERIZON BUSINES	781.11
71880	12/15/2014	2999	VERIZON CALIFOR	1,510.16
71881	12/15/2014	3001	VERIZON WIRELES	5,264.51
71882	12/15/2014	3064	WELLDYNERX	76.39
71883	12/15/2014	3070	WEST COAST ARBO	10,746.00
71884	12/15/2014	3082	WESTERN WATER W	252.67
71885	12/15/2014	3102	WILLDAN FINANCI	7,364.00
71886	12/15/2014	3132	WRIGHT DESIGNS	294.30
71887	12/16/2014	68	AFLAC	3,965.10
71888	12/16/2014	69	AFSCME	1,040.00
71889	12/16/2014	487	CalPERS	62,782.50
71890	12/16/2014	3846	CLEA	477.75
71891	12/16/2014	3846	CLEA	110.25
71892	12/16/2014	775	COVINA POLICE A	2,850.00
71893	12/16/2014	789	COVINA-FSA, CIT	1,515.22
71894	12/16/2014	878	DELTA DENTAL OF	8,785.44
71895	12/16/2014	1106	FRANCHISE TAX B	250.00
71896	12/16/2014	1106	FRANCHISE TAX B	50.00
71897	12/16/2014	1247	GREAT WEST LIFE	4,234.96
71898	12/16/2014	1307	HARTFORD LIFE I	9.68
71899	12/16/2014	3795	LEGAL SHIELD	300.36
71900	12/16/2014	2234	VOID	0.00
71901	12/16/2014	2235	PERS LONG TERM	238.88
71902	12/16/2014	3668	SHERIFF'S DEPAR	525.30
71903	12/16/2014	3893	STATE DISBURSEM	247.00
71904	12/16/2014	3954	SUN LIFE FINANC	5,110.84

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71905	12/16/2014	2946	UNITED WAY OF G	17.50
71906	12/16/2014	3014	VISION SERVICE	852.00
71907	12/16/2014	3764	WAGeworks	38.00
71908	12/16/2014	3045	WASHINGTON NATI	147.01
71909	12/18/2014	4159	2FA, INC.	767.00
71910	12/18/2014	11	A & B ELECTRIC	1,663.42
71911	12/18/2014	26	ABSOLUTE SECURI	16,946.08
71912	12/18/2014	37	ACRYLATEX	237.89
71913	12/18/2014	84	AIRGAS-WEST	634.17
71914	12/18/2014	113	ALL CITY MANAGE	2,819.70
71915	12/18/2014	128	ALLIANT INSURAN	1,778.00
71916	12/18/2014	151	AMERICAN LIBRAR	157.00
71917	12/18/2014	4142	ARTIST PIZZERIA	22,007.39
71918	12/18/2014	219	AT&T	722.57
71919	12/18/2014	219	AT&T	1,330.17
71920	12/18/2014	269	BAKER AND TAYLO	440.94
71921	12/18/2014	3293	BAVCO	261.32
71922	12/18/2014	3771	BLACK & WHITE E	7,126.26
71923	12/18/2014	3929	BOOT BARN INC	250.00
71924	12/18/2014	430	BUILDING ELECTR	75.00
71925	12/18/2014	477	CALIF, STATE OF	18,417.93
71926	12/18/2014	492	CALIFORNIA WATE	156.00
71927	12/18/2014	508	CAMGUARD SYSTEM	1,309.36
71928	12/18/2014	536	CARQUEST AUTO P	10.51
71929	12/18/2014	600	CERTIFIED UNDER	78.28
71930	12/18/2014	618	CHARTER OAK HAR	30.43
71931	12/18/2014	634	CHEVRON PRODUCT	309.23
71932	12/18/2014	649	CINTAS CORP #69	495.44
71933	12/18/2014	654	CITRUS CAR WASH	181.77
71934	12/18/2014	682	CLINICAL LAB OF	420.00
71935	12/18/2014	703	COMBINED GRAPHI	50.14
71936	12/18/2014	749	COUNSELING TEAM	1,320.00
71937	12/18/2014	3165	COVINA AUTO BOD	255.85
71938	12/18/2014	766	COVINA DISPOSAL	13,878.26
71939	12/18/2014	783	COVINA WATER	1,409.04
71940	12/18/2014	826	CSMFO	350.00
71941	12/18/2014	878	DELTA DENTAL OF	366.06
71942	12/18/2014	3164	DIVERSIFIED TRA	28,494.95
71943	12/18/2014	962	EAST DISTRICT S	621.00
71944	12/18/2014	962	EAST DISTRICT S	8,495.00
71945	12/18/2014	962	EAST DISTRICT S	8,785.00
71946	12/18/2014	962	EAST DISTRICT S	9,432.50
71947	12/18/2014	970	EDISON CO	5,868.18
71948	12/18/2014	3584	ENTERPRISE SECU	210.00

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71949	12/18/2014	3911	FACTORY MOTOR P	9.79
71950	12/18/2014	1055	FEDEX	111.27
71951	12/18/2014	1067	FILEONQ	4,370.60
71952	12/18/2014	1089	FOOTHILL PRESBY	502.01
71953	12/18/2014	1156	GAS COMPANY, TH	550.78
71954	12/18/2014	1197	GLOBAL WATER MA	61,912.70
71955	12/18/2014	4007	GMZ ENGINEERING	40,832.90
71956	12/18/2014	1204	GOLDEN STATE WA	57.20
71957	12/18/2014	1275	HAAKER EQUIPMEN	687.18
71958	12/18/2014	3934	HF & H CONSULTA	63.75
71959	12/18/2014	1361	HOLLIDAY ROCK C	409.84
71960	12/18/2014	4032	HYATT REGENCY V	269.04
71961	12/18/2014	4032	HYATT REGENCY V	269.04
71962	12/18/2014	3988	HYDRO CONNECTIO	16.14
71963	12/18/2014	1428	INGRAM DIST GRO	39.52
71964	12/18/2014	1438	INTERNATIONAL A	50.00
71965	12/18/2014	1463	J.G. TUCKER AND	232.77
71966	12/18/2014	1513	JOHNSON'S NUMBE	27.00
71967	12/18/2014	1547	KELLY PAPER CO	333.81
71968	12/18/2014	1561	KEYSTONE UNIFOR	1,011.72
71969	12/18/2014	1609	LA CNTY COUNTY ANIMAL CC	7,385.59
71970	12/18/2014	1612	LA CNTY DEPT OF PW	897.25
71971	12/18/2014	1681	LEARNING FOR LI	691.60
71972	12/18/2014	1707	LIEBERT CASSIDY	70.00
71973	12/18/2014	1748	LOS ANGELES TIM	58.20
71974	12/18/2014	1867	MEDINA, FRANK	224.34
71975	12/18/2014	1895	MERRIMAC ENERGY	9,455.60
71976	12/18/2014	1933	MISSION LINEN S	71.52
71977	12/18/2014	1961	MOORE & ASSOCIA	5,353.60
71978	12/18/2014	3563	NEWEGG INC	13.97
71979	12/18/2014	2091	O REILLY AUTO P	152.59
71980	12/18/2014	2101	OCLC/FOREST PRE	1,260.05
71981	12/18/2014	2104	OFFICE DEPOT	324.49
71982	12/18/2014	2104	OFFICE DEPOT	157.65
71983	12/18/2014	99999	DANIEL KARIS	367.62
71984	12/18/2014	99999	DANIELA FARIAS	45.00
71985	12/18/2014	99999	DARIA NUNEZ	13.01
71986	12/18/2014	99999	ECOVA	5.00
71987	12/18/2014	99999	GABRIEL ZAGAROLI	2,000.00
71988	12/18/2014	99999	H.H. DORJE CHANG	490.00
71989	12/18/2014	99999	IVY CHOU	35.00
71990	12/18/2014	99999	IVY CHOU	35.00
71991	12/18/2014	99999	KARL MORIS	30.00
71992	12/18/2014	99999	MARK CORDER ADMINISTRA	256.30

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 DECEMBER 2014

71993	12/18/2014	99999	R&S PRODUCTION SERVICES	402.85
71994	12/18/2014	99999	RUBEN MUNOZ SR	30.00
71995	12/18/2014	99999	SHAOLIH HSU	45.98
71996	12/18/2014	99999	VANESSA VILLEGAS	45.00
71997	12/18/2014	2234	PERS	152,243.16
71998	12/18/2014	2234	PERS	162,646.97
71999	12/18/2014	2247	PETTINGER, ERIC	369.35
72000	12/18/2014	2407	REGIONAL TAP SE	448.14
72001	12/18/2014	2415	REPUBLIC MASTER	184.63
72002	12/18/2014	3556	SACRA	6,329.38
72003	12/18/2014	2557	SANTA ANITA FAM	65.00
72004	12/18/2014	2619	SGV EXAMINER	322.97
72005	12/18/2014	2715	SOUTHERN CA TRA	8.68
72006	12/18/2014	2737	STAPLES INC	1,803.17
72007	12/18/2014	3954	SUN LIFE FINANC	25.44
72008	12/18/2014	2778	SUPERIOR PAVEME	511.20
72009	12/18/2014	2839	THERMAL COMBUST	110.62
72010	12/18/2014	2852	THREE VALLEY MU	117,873.62
72011	12/18/2014	2853	THYSSENKRUPP EL	389.00
72012	12/18/2014	2877	TOSHIBA BUSINES	89.23
72013	12/18/2014	2898	TRIANGLE TRUCK	298.18
72014	12/18/2014	2914	TUCKER TIRE	290.40
72015	12/18/2014	2954	URBAN GRAFFITI	9,307.68
72016	12/18/2014	2969	VALLEY TROPHY	110.64
72017	12/18/2014	2999	VERIZON CALIFOR	1,667.66
72018	12/18/2014	3004	VICTORY EXTERMI	75.00
72019	12/18/2014	3043	WARREN DISTRIBU	35.71
72020	12/18/2014	3070	WEST COAST ARBO	109.20
72021	12/18/2014	3078	WEST PAYMENT CE	277.83
72022	12/18/2014	3082	WESTERN WATER W	1,047.27
72023	12/18/2014	3102	WILLDAN FINANCI	12,373.50
72024	12/18/2014	3135	XO COMMUNICATIO	4,266.08
72025	12/18/2014	3137	Y TIRE SALES	197.21

subtotal EFT/wires \$32,604.80

subtotal checks \$2,758,733.23

TOTAL checks/EFTs \$2,791,338.03

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

I, Dilu De Alwis being first duly sworn, declare that I am the Finance Director of the City of Covina and have read the attached Register(s) of Audited Demands for the City of Covina dated Accounts Payable for December 2014; Payroll for 12/04/14, 12/18/14 and 12/31/14; Voids for December 2014; Workers Compensation for 12/04/14, 12/05/14, 12/17/14, 12/18/14 and 12/27/14; 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.

Dilu De Alwis
Finance Director

Subscribed and sworn to before me

this _____ day of _____, 2015

**SUCCESSOR AGENCY TO THE
COVINA REDEVELOPMENT AGENCY
AGENDA ITEM COMMENTARY**

MEETING DATE: January 20, 2015

ITEM NO.: CC 7

STAFF SOURCE: Dilu De Alwis, Finance Director *by DP*

ITEM TITLE: Payment of Demands

STAFF RECOMMENDATION:

Approve Payment of Demands in the amount of \$332,027.55

BACKGROUND:

Attached list of warrants, demands, which are being presented for approval for December 2014 are summarized as follows:

<u>DATE OF DEMANDS</u>	<u>DEMAND NUMBERS</u>	<u>AMOUNT</u>
ACCOUNTS PAYABLE WARRANTS		
December 2014	Checks 1101-1119	\$299,261.71

PAYROLL

12/5/14 PAYROLL	PAYROLL PAID 11/20/14	\$6,250.18
12/5/14 INSURANCE	PAYROLL PAID 11/20/14	\$2,122.97
12/5/14 PAYROLL	PAYROLL PAID 12/4/14	\$5,929.40
12/5/14 INSURANCE	PAYROLL PAID 12/4/14	\$1,929.85
12/17/14 PAYROLL	PAYROLL PAID 12/18/14	\$6,032.62
12/17/14 PAYROLL	PAYROLL PAID 12/31/14	\$6,497.58
12/18/14 INSURANCE	PAYROLLS PAID 12/18 & 31	\$4,003.24

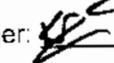
VOIDS

GRAND TOTAL: \$332,027.55

RELEVANCE TO STRATEGIC PLAN: Not applicable

EXHIBITS:

A. ACCOUNTS PAYABLE REGISTER

REVIEW TEAM ONLY	
City Attorney: 	Finance Director: <i>by DP</i>
City Manager: 	Other: _____

SUCCESSOR AGENCY TO THE
COVINA REDEVELOPMENT AGENCY

Check Register
December 2014

Check #	Check Date	Vendor	Name	Amount
1101	12/02/2014	279	BANK OF NEW YOR	2,008.00
1102	12/02/2014	1156	GAS COMPANY, TH	31.66
1103	12/02/2014	1494	JJJ CERAMIC TIL	70.75
1104	12/02/2014	2955	US BANK	12,001.53
1105	12/09/2014	341	BEST BEST & KRI	4,771.63
1106	12/09/2014	572	CATHOLIC CHARIT	4,929.10
1107	12/09/2014	766	COVINA DISPOSAL	81.15
1108	12/09/2014	970	EDISON CO	90.32
1109	12/09/2014	3066	WELLS FARGO BAN	919.04
1110	12/18/2014	137	AL-SAL OIL COMP	3,733.85
1111	12/18/2014	137	AL-SAL OIL COMP	193,600.00
1112	12/18/2014	341	BEST BEST & KRI	1,995.84
1113	12/18/2014	572	CATHOLIC CHARIT	5,477.49
1114	12/18/2014	788	COVINA, CITY OF	19,375.47
1115	12/18/2014	896	DH MAINTENANCE	95.00
1116	12/18/2014	1055	FEDEX	5.97
1117	12/18/2014	2452	RJS FINANCIAL	49,840.00
1118	12/18/2014	2999	VERIZON CALIFOR	77.78
1119	12/18/2014	3135	XO COMMUNICATIO	157.13
			subtotal EFT/wires	0.00
			subtotal checks	299,261.71
			TOTAL CHECKS/EFT's	299,261.71

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

I, Dilu De Alwis being first duly sworn, declare that I am the 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 dated Accounts Payable for December 2014; Payroll for 12/05/14, 12/17/14, 11/23/14 and 12/18/14; 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.

Dilu De Alwis,
Finance Director

Subscribed and sworn to before me

this _____ day of _____, 2015

CITY OF COVINA
SUCCESSOR AGENCY TO THE COVINA REDEVELOPMENT
AGENCY
AGENDA ITEM COMMENTARY

MEETING DATE: January 20, 2015

ITEM NO.:

CC 8

STAFF SOURCE: Geoffrey Cobbett, Treasurer
Dilu De Alwis, Finance Director *DL for Dilu*
Alan Sands, Senior Accountant

ITEM 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, 2014

STAFF RECOMMENDATION

Receive and file the Quarterly Report of the Treasurer for the Quarter Ended December 31, 2014.

FISCAL IMPACT

None.

BACKGROUND

In accordance with Government Code Section 53646, the Treasurer is required to submit annually a statement of Investment Policy (Policy) to the City Council for adoption. The annual policy was adopted at the meeting of June 17, 2014.

Section 4.0 of the Policy requires a report by the Treasurer to the City Council and City Manager, as well as the Successor Agency to the Covina Redevelopment Agency (Agency), containing detailed information on all securities, investments, and funds of the City and Agency. The report shall be submitted on a quarterly basis within 30 days following the end of the quarter.

In order to meet reporting requirements and agenda deadlines, it is necessary to submit the Agenda Item Commentary in advance of the Treasurers' Report. All Exhibits will be made available on the day of the meeting.

RELEVENCE TO STRATEGIC PLAN

Not Applicable.

EXHIBITS ON FILE WITH CITY CLERK

- A - CITY Quarterly Report of the Treasurer to the City Council for the Quarter Ended December 31, 2014
- A - AGENCY Quarterly Report of the Treasurer to the Successor Agency to the Covina Redevelopment Agency for the Quarter Ended December 31, 2014
- A-1-CITY Cash and Investment Summary
- A-1-AGENCY Cash and Investment Summary
- A-2 Total Investment Portfolio as of December 31, 2014
- A-3 Investment Transaction Summary
- A-4 Investment Holdings by Sector
- A-5 Cash and Investments - Three Year Comparison

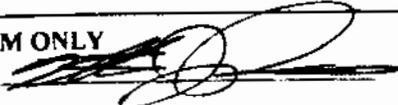
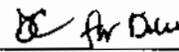
REVIEW TEAM ONLY	
City Attorney: 	Finance Director: 
City Manager: 	Other: _____

EXHIBIT A
QUARTERLY REPORT OF THE TREASURER TO THE CITY COUNCIL
FOR THE QUARTER ENDED DECEMBER 31st, 2014

CASH BALANCE	9/30/2014	\$33,829,267.45
RECEIPTS	10/1/14-12/31/14	19,262,787.63
DISBURSEMENTS	10/1/14-12/31/14	<u>(20,224,054.58)</u>
CASH BALANCE	12/31/2014	<u><u>\$32,868,000.50</u></u>

ANALYSIS OF CASH AND INVESTMENT BALANCE - BOOK VALUE

LAIF		STATE FUND	13,801,633.69
BOND LOGISTIX INVESTMENT PORTFOLIO		EXHIBIT A-2	12,858,111.89
WELLS FARGO MONEY MARKET AND U.S. TREASURY BILLS		EXHIBIT A-2	<u>96,043.57</u>
TOTAL INACTIVE PUBLIC DEPOSITS			26,755,789.15
CHECKING AND PETTY CASH BALANCES			<u>6,112,211.35</u>
CASH AND INVESTMENT BALANCE	12/31/2014		\$32,868,000.50
CASH HELD BY BOND TRUSTEES			<u>11,685,034.21</u>
TOTAL CASH AND INVESTMENT BALANCE	12/31/2014		<u><u>\$44,553,034.71</u></u>

City total cash and investment balance change between December 31, 2013 and December 31, 2014 is a decrease of -\$1,931,154.83. This is in large part due to ongoing water and sewer projects.

The amounts reported are presented showing cash placement. 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, 2014

CASH BALANCE	9/30/2014	\$9,019,429.79
RECEIPTS	10/1/14-12/31/14	3,651,688.18
DISBURSEMENTS	10/1/14-12/31/14	(6,602,380.83)
CASH BALANCE	12/31/2014	\$6,068,737.14

ANALYSIS OF CASH AND INVESTMENT BALANCE

LAIF		STATE FUND	201,478.33
BOND LOGISTIX INVESTMENT PORTFOLIO		EXHIBIT A-2	5,678,645.91
WELLS FARGO MONEY MARKET AND U.S. TREASURY BILLS		EXHIBIT A-2	42,416.61
TOTAL INACTIVE PUBLIC DEPOSITS			5,922,540.85
CHECKING AND PETTY CASH BALANCES			146,196.29
CASH AND INVESTMENT BALANCE	12/31/2014		\$6,068,737.14
CASH HELD BY BOND TRUSTEES			9,659,921.17
TOTAL CASH & INVESTMENT BALANCE	12/31/2014		\$15,728,658.31

Agency total cash and investment balance change between December 31, 2013 and December 31, 2014 is a temporary increase of \$7,510,807, mostly due to the sale of the 2014E bonds which will refund the 2004 & 1997A bonds in January.

The amounts reported are presented showing cash placement. There is sufficient investment liquidity to meet the pooled expenditures of all SACRA approved obligations for the next 6 months.

Respectfully submitted,



Geoffrey Cobbett
Treasurer

**EXHIBIT A-1
CITY OF COVINA
CASH AND INVESTMENT SUMMARY - DECEMBER 31, 2014**

TYPE OF INVESTMENT	ISSUER	BOOK VALUE \$	ACQUISITION DATE	MATURITY DATE	MARKET VALUE \$
City of Covina:					
Drawer & Petty Cash	N/A	8,435.49	N/A	N/A	8,435.49
General - Checking Account	Bank of the West	2,641,846.80	N/A	Demand	2,641,846.80
Public Agency Saving - Parking Fines	Bank of the West	80.10	N/A	Demand	80.10
Utility Billing Account	Wells Fargo	218,145.41	N/A	Demand	218,145.41
Workers' Compensation - Checking Account	Bank of the West	15,000.00	N/A	Demand	15,000.00
Payroll - Checking Account	Bank of the West	35,000.00	N/A	Demand	35,000.00
Community Resources - Checking Account	Bank of the West	5,000.00	N/A	Demand	5,000.00
Federal Treasury Narcotics - Checking	Bank of the West	14,649.04	N/A	Demand	14,649.04
Federal Justice Dept Admin - Checking	Bank of the West	156,188.17	N/A	Demand	156,188.17
Money Market	Bank of the West	3,004,590.34	N/A	Demand	3,004,590.34
AFLAC Flexible Spending Account	Bank of the West	13,276.00	N/A	Demand	13,276.00
Bond Logistix Investment Portfolio	Various	12,858,111.89	Various	Various	12,746,851.87
Wells Fargo Money Market and U.S. Treasury Bills	Various	96,043.57	N/A	Demand	96,043.57
Diversified Money Market	Various	-	Various	Demand	-
Smith Barney Investment Portfolio	Various	-	Various	Various	-
Smith Barney Money Market	Various	-	Various	Demand	-
Local Agency Investment Fund	State of California	13,801,633.69	N/A	Demand	13,801,633.69
Subtotal (A)		\$32,868,000.50			\$32,756,740.48
Cash Held Under 3rd Party Administrator:					
2010 Covina Water Revenue Bond Fiscal Agent: U.S. Bank	U.S. Bank	4,089,582.58	N/A	Demand	\$4,089,582.58
2009 Covina Wastewater Bonds Fiscal Agent: BNY Western Trust Company		7,595,451.63	N/A	Demand	\$7,595,451.63
Subtotal (B)		11,685,034.21			\$11,685,034.21
TOTAL (A+B)		\$44,553,034.71			\$44,441,774.69

Comments:

The investments are in compliance with the adopted policy of the City of Covina.
Smith Barney & Diversified divested as of June 2014

EXHIBIT A-1
SUCCESSOR AGENCY TO THE COVINA REDEVELOPMENT AGENCY
CASH AND INVESTMENT SUMMARY
FOR THE QUARTER ENDED DECEMBER 31st, 2014

TYPE OF INVESTMENT	ISSUER	COST VALUE \$	ACQUISITION DATE	DATE	MARKET VALUE \$
Successor Agency to the Covina Redevelopment Agency:					
SACRA Checking Account	Bank of the West	146,196.29	N/A	Demand	146,196.29
Bond Logistix Portfolio	Various	5,678,645.91	Various	Various	5,629,509.13
Wells Fargo Money Market and Treasury Bills	Various	42,416.61	N/A	Demand	42,416.61
Local Agency Investment Fund	State of California	201,478.33		Demand	201,478.33
Subtotal (A)		6,068,737.14			6,019,600.36
Cash Held Under 3rd Party Administrator:					
(1) 1997 Covina Redevelopment Agency ABAG 1997 Tax Allocation Revenue Bonds Series A	BNY Mellon	0.00	N/A	Demand	(0.00)
(2) 2004 A Tax Allocation Revenue Bond Fiscal Agent: BNY Western Trust Company	BNY Mellon	1.00	N/A	Demand	1.00
(3) 2004 B Tax Allocation Revenue Bond Fiscal Agent: BNY Western Trust Company	BNY Mellon	324,509.50	N/A	Demand	324,509.50
(4) 2013 Revenue Bonds, Series A Fiscal Agent: BNY Western Trust Company	BNY Mellon	550,250.00	N/A	Demand	550,250.00
(5) 2014 Revenue Bonds, Series E Fiscal Agent: BNY Western Trust Company	BNY Mellon	8,785,160.67	N/A	Demand	8,785,160.67
Subtotal (B)		9,659,921.17			9,659,921.17
TOTAL (A+B)		15,728,658.31			15,679,521.53

The investments are in compliance with the adopted policy of the Successor Agency to the Covina Redevelopment Agency.
1997A & 2004A Bonds are refunded by 2014E

Exhibit A-2
CITY OF COVINA
Bond Logistix
Investment Portfolio as of
December 2014

Purchase Date	Qty	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	Held by
01/08/14	7,500	792,890.63	549,992.43	242,898.20	779,797.50	540,847.89	238,959.61	2.7500	912828MA1	11/30/2016	US Treasury	Bond Logistix
03/05/14	8,500	901,796.88	625,535.78	276,261.10	890,774.50	617,890.05	272,884.45	3.0000	912828M86	2/28/2017	US Treasury	Bond Logistix
12/12/14	7,750	802,760.74	536,838.88	245,921.86	801,458.50	555,935.57	245,522.93	2.2500	912828PKC	11/30/2017	US Treasury	Bond Logistix
03/07/13	10,700	1,123,541.80	779,350.21	344,191.59	1,089,474.00	755,718.92	333,755.08	2.1250	912828PM6	12/31/2015	US Treasury	Bond Logistix
03/11/14	8,000	825,031.25	572,286.93	252,744.32	814,248.00	564,807.07	249,440.93	2.0000	912828PS3	1/31/2016	US Treasury	Bond Logistix
04/08/13	7,000	740,195.31	513,440.06	226,755.25	716,296.00	496,862.19	219,433.81	2.2500	912828QA1	3/31/2016	US Treasury	Bond Logistix
06/06/13	7,000	730,761.72	506,896.41	223,865.31	714,763.00	495,798.82	218,964.18	2.0000	912828QF0	4/30/2016	US Treasury	Bond Logistix
07/05/13	7,500	780,937.50	541,701.08	239,236.42	765,352.50	530,890.47	234,462.03	2.1250	912828QJ2	2/29/2016	US Treasury	Bond Logistix
06/06/13	7,000	726,113.28	503,672.00	222,441.28	712,740.00	494,395.56	218,344.44	1.7500	912828QP8	5/31/2016	US Treasury	Bond Logistix
08/06/13	8,000	821,590.00	569,837.46	251,662.54	812,066.00	563,292.13	248,771.87	1.5000	912828QR4	6/30/2016	US Treasury	Bond Logistix
10/03/13	7,500	769,218.75	533,572.31	235,646.44	761,482.50	528,206.03	233,276.47	1.5000	912828QX1	7/31/2016	US Treasury	Bond Logistix
09/06/13	7,600	762,612.50	528,989.86	233,622.64	765,700.00	531,131.52	234,568.48	1.0000	912828RF9	8/31/2016	US Treasury	Bond Logistix
11/06/13	7,000	708,613.28	491,533.04	217,080.24	705,138.00	489,122.39	216,015.61	1.0000	912828RJ1	9/30/2016	US Treasury	Bond Logistix
12/05/13	6,000	911,601.56	632,336.84	279,264.72	906,471.00	628,778.00	277,693.00	1.0000	912828RM1	10/31/2017	US Treasury	Bond Logistix
02/05/14	6,000	604,335.94	419,200.55	185,135.39	602,250.00	417,753.63	184,496.37	0.8750	912828RX0	12/31/2016	US Treasury	Bond Logistix
03/11/14	7,750	777,754.88	539,493.44	238,261.44	777,239.75	539,136.12	238,103.63	0.8750	912828SC5	1/31/2017	US Treasury	Bond Logistix
04/03/14	9,000	901,195.31	625,118.49	276,076.82	903,798.00	626,923.86	276,874.14	1.0000	912828SM3	3/31/2017	US Treasury	Bond Logistix
06/06/14	10,000	1,001,796.88	694,901.26	306,895.62	1,001,176.00	694,466.42	306,703.58	0.7500	912828SS0	4/30/2017	US Treasury	Bond Logistix
08/07/14	9,250	920,664.06	638,623.09	282,040.97	921,531.25	639,224.62	282,306.63	0.7500	912828TB6	6/30/2017	US Treasury	Bond Logistix
08/31/14	8,000	790,875.00	548,594.28	242,280.72	792,376.00	549,635.45	242,740.55	0.6250	912828TM7	8/31/2017	US Treasury	Bond Logistix
10/06/14	4,500	444,480.47	308,316.03	136,164.44	445,185.00	308,804.73	136,380.27	0.6250	912828TN9	9/30/2017	US Treasury	Bond Logistix
08/07/14	9,250	922,868.15	640,151.96	282,716.19	923,048.25	640,276.89	282,771.36	0.2500	912828VCC1	5/15/2016	US Treasury	Bond Logistix
12/12/14	7,750	775,211.91	537,729.50	237,482.41	774,093.25	536,953.53	237,139.72	0.8750	912828W11	7/15/2017	US Treasury	Bond Logistix
Subtotal Securities		\$ 18,536,757.80	\$ 12,858,111.89	\$ 5,678,645.91	\$ 18,376,361.00	\$ 12,746,851.87	\$ 5,629,509.13					
Wells Fargo Mktk		\$ 138,460.18	\$ 96,043.57	\$ 42,416.61	\$ 138,460.18	\$ 96,043.57	\$ 42,416.61					
Total Value of Portfolio		\$ 18,675,217.98	\$ 12,954,155.46	\$ 5,721,062.52	\$ 18,514,821.18	\$ 12,842,895.44	\$ 5,671,925.74					

The investment portfolio as presented is in compliance with the City's and Agency's adopted Policy.

**EXHIBIT A-3
CITY OF COVINA
SUCCESSOR AGENCY TO THE COVINA REDEVELOPMENT AGENCY
INVESTMENT TRANSACTION SUMMARY
for the Quarter Ended December 31, 2014**

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
4,500	10/06/14	9/30/2017	99.117	444,480.47	446,026.50	1,546.03	US Treasury	9128281S9	Bond Logistix
7,750	12/12/14	11/30/2017	103.414	802,760.74	801,458.50	(1,302.24)	US Treasury	912828PKO	Bond Logistix
7,750	12/12/14	7/15/2017	99.883	775,211.91	774,093.25	(1,118.66)	US Treasury	912828WT3	Bond Logistix
Total				2,022,453.12	2,021,578.25	(874.87)			

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	Issuer	CUSIP	Held by
3,000	12/6/2012	8/31/2015	10/6/2014	101.040	307,699.22	303,117.19	(4,582.03)	6,868.10	US Treasury	912828NV8	Bond Logistix
5,500	12/6/2012	8/31/2015	12/10/2014	100.770	564,115.24	554,210.94	(9,904.30)	13,864.95	US Treasury	912828NV8	Bond Logistix
10,000	6/6/2014	11/30/2015	12/10/2014	101.090	1,017,109.38	1,010,937.50	(6,171.88)	7,102.89	US Treasury	9125828PJ3	Bond Logistix
Total					1,888,923.84	1,868,265.63	(20,658.21)	27,835.94			

EXHIBIT A-3
 CITY OF COVINA
 SUCCESSOR AGENCY TO THE COVINA REDEVELOPMENT AGENCY
 INVESTMENT TRANSACTION SUMMARY
 for the Quarter Ended December 31, 2014

Net Revenue Analysis - for Period Ending December 31, 2014

Period	Portfolio Manager	Interest Revenue	Gain / (Loss) on Sales	Management Fees	Net revenue / (Loss)	Fees as a % of Revenue
Previous Quarter	Bond Logistix	63,206.85	\$ (20,658.21)	(\$8,041.10)	34,507.54	19%
Previous 12 mos.	Bond Logistix	286,063.75	\$ (182,946.43)	(\$23,000.01)	\$80,117.31	22%

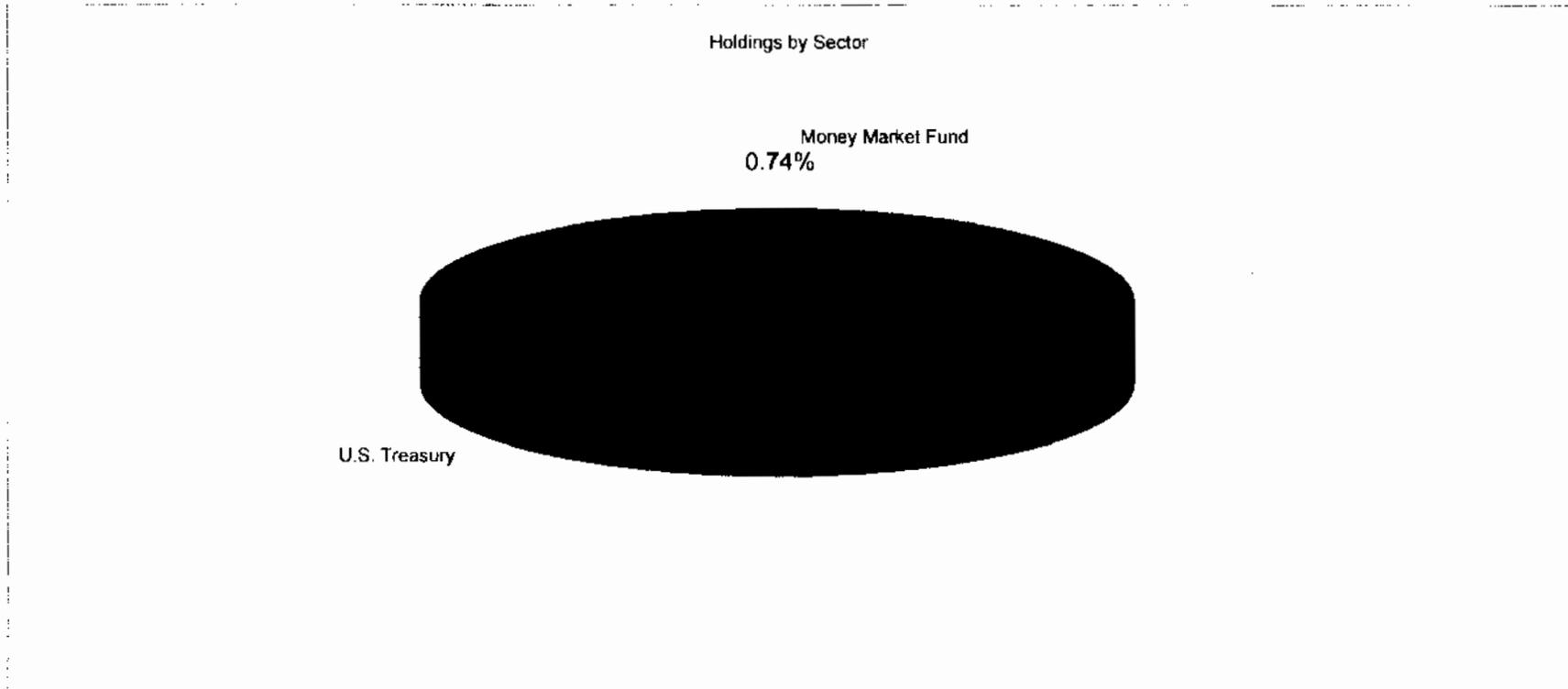
PREVIOUS 12 MONTH FEE ANALYSIS

Jan 2014-Dec 2014

Investments Held (Bond Logistix) \$18,675,217.98
 Total Fees \$23,000.01
 Fees as % of Portfolio 0.12%

**EXHIBIT A-4
INVESTMENT HOLDINGS BY SECTOR**

	Bond Logistix* Investment Book Value	Total Investment	Percentage
Money Market Fund	138,460	138,460	0.74%
U.S. Treasury	18,536,758	18,536,758	99.26%
Total	18,675,218	18,675,218	100.00%



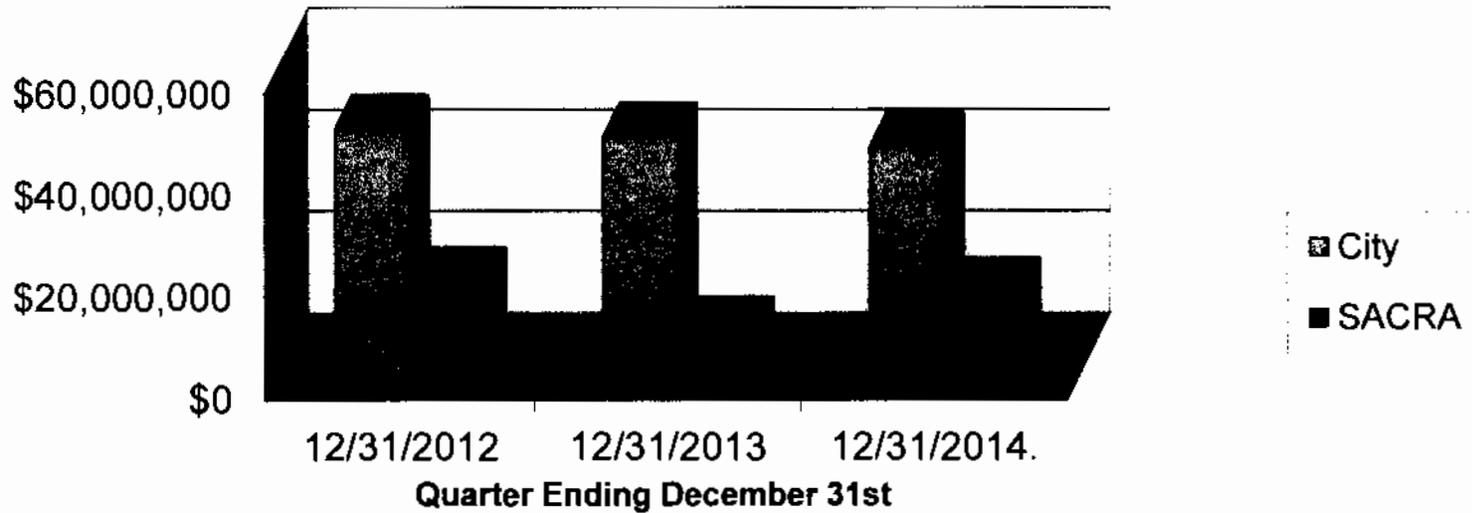
* Bond Logistix average S&P rating: AA+. Average coupon rate: 1.45% (based on weighted average of Original Cost Value)

Exhibit A-5
 City and SACRA Cash and Investments Three Year Comparison

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

Quarter Ending	City	SACRA
12/31/2012	48,040,388.94	17,829,150.58
12/31/2013	46,484,189.54	8,217,850.94
12/31/2014.	44,553,034.71	15,728,658.31

City of Covina & SACRA* Total Cash & Investments Three Year Comparison



*Successor Agency to Covina Redevelopment Agency

CITY OF COVINA
AGENDA ITEM COMMENTARY

MEETING DATE: January 20, 2015

ITEM NO.: CC 9

STAFF SOURCE: Alex Gonzalez, Interim Director of Public Works 
Paul Hertz, Public Works Superintendent

ITEM TITLE: Public Works Department Monthly Activity Report

STAFF RECOMMENDATION:

Receive and file the Public Works Department Monthly Activity Report

FISCAL IMPACT:

This report is informational only and has no budgetary impact.

BACKGROUND:

Attached for the City Council's review and information are the Public Works Department's Monthly Activity Report for December.

In conjunction with the implementation of a revised Zone Maintenance Program in 2007, the Department implemented a renewed focus on Key Performance Indexing (KPI). KPI is a useful tool for developing a measurement system of organizational effectiveness by identifying activities important to the community and tracking their output over time.

During December, the following trends were noted:

- With the shortened amount of work days for the month due to the holiday furlough, the Equipment Maintenance Division numbers were slightly below their averages. This was also generally the case with the rest of the department's divisions and sections KPI's.
- Pothole filling activities consumed much of the Street Maintenance activities for the month. Even with the shortened work days for the month, numbers were extremely high in this area due to a storm that occurred.
- All other Divisions and Sections were generally on par with their tracking considering the shortened work month.

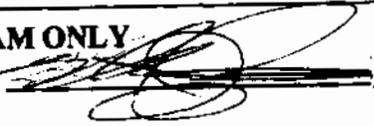
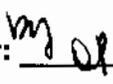
Building and Code Enforcement are no longer included as these were transferred to Community Development as of November 1, 2014.

RELEVANCE TO THE STRATEGIC PLAN:

The Public Works Department consists of the Water Division, Streets and Sewer Division, Central Equipment Division, Building Maintenance, and Development Services which includes Engineering, Environmental Services, Building and Safety, as well as Code Enforcement. The combined activities of each of the divisions continually strives to enhance the safety, development and infrastructure needs of the community in the most cost effective and responsive way possible. In this way, while not directly responsive to any of the currently identified objectives of the Strategic Plan the activities which are reported on herein support several of the specific Strategic Plan's Goals, as follows: Improve and promote customer service; Enhance financial stability; Become an environmentally sustainable community; and Provide efficient, visible and responsive public safety.

EXHIBITS:

- A. Public Works Department Monthly Activity Report – December 2014

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

**CITY OF COVINA
PUBLIC WORKS DEPARTMENT MONTHLY ACTIVITY REPORT
DECEMBER 2014**

DIVISION	ACTIVITY	QUANTITY
Water Utility	Meter replacements	1
	Consumer responses	258
	Backflow tests	4
	Flushed blow-offs	0
	Service line repair/replace	2
	Main line repair/replace	1
	Fire hydrants maintained	2
	Isolation valves exercised	0
	Dig alert emergencies	17
	Emergency call outs	5
Equipment Maintenance	Preventative Maintenance service	24
	Safety inspections	26
	Daily demand repairs	47
	Tire repairs	16
	Major repairs over \$1000	1
	Emergency call outs	6
Street Maintenance	Traffic sign remove/replace/install	9
	Potholes repaired	1,279
	Grind sidewalk	0
	Ramp sidewalk	0
	Curb painted (LF)	0
	Illegally dumped items picked up (LBS.)	1,500
	Utility cuts repaired	0
	Trees trimmed	18
	Asphalt - Skin Patch (sq.ft.)	0
	Emergency call outs	7
Environmental Services	Used oil containers distributed	0
	Compost bins distributed	1
	NPDES violations investigated	1
	NPDES Permit Inspections	7
	Waste management consumer contacts	0
	Industrial Waste Permit Inspections	9
	Plans checked for environmental compliance	8
	Environmental legislation & regulations reviewed	4
	Special Waste collection events promoted	1
Engineering	Permits issued	35
	Inspections conducted	25
	Complaint responses	1
	Jobsite meetings	4
	Plan checks conducted	23
	Document research requests	7
	Value of plans prepared	0
Building Maintenance	Service requests completed	15
	Facility heat/air conditioning repairs	0
	Facility lighting/electrical repairs	0
	Emergency call outs	0

**CITY OF COVINA
PUBLIC WORKS DEPARTMENT MONTHLY ACTIVITY REPORT
DECEMBER 2014**

DIVISION	ACTIVITY	QUANTITY
Transportation	Bus passes sold	40
	Covina Transit total passengers	1,701
	Covina Transit on time performance	99.12%
	Covina Transit passengers per rev hr	3.06
	Metrolink monthly permits sold	762
	Metrolink machine revenue	\$3,261.00
	Municipal Lots monthly permits sold	\$67
Code Enforcement	Number of Inspections	187
	Number of signs pulled from public right-of-way	51
	Number of resolved cases	57
	Number of open cases	361
	Industrial waste cases open	8
	Total homes in foreclosure	2
	Trash Can violations	14
Building & Safety	Pre/Post permit counter visits	169
	Pre/Post Activity (hours)	25.35
	Permits issued	280
	Inspections conducted	379
	Plan checks conducted	39
	Permit valuation	\$381,000
Sewer Maintenance	Manholes inspected	91
	Linear feet of main cleaned	43,247
	Hot-spot locations cleaned	39
	Sewer overflow responses	0
	Manholes treated for vermin infestation	41
	Manholes treated for rodent infestation	3
	Routine pump station checks	30
Special Activities of Note	Contract project inspection hours	0
	Shopping carts picked up	52
	Fallen tree limbs picked up	3
	Storm drains cleaned	12

COVINA HOUSING AUTHORITY
AGENDA ITEM COMMENTARY

MEETING DATE: January 20, 2015

ITEM NO.: CC 10

STAFF SOURCE: Dilu de Alwis, Director of Finance *by al*
Nuala Gasser, Sr. Housing & CDBG Economic Development Manager *mg*

ITEM TITLE: Covina Housing Authority FY 2013-2014 audit report

STAFF RECOMMENDATION:

Receive and file the Covina Housing Authority Fiscal Year 2013-2014 audit report

FISCAL IMPACT:

None.

BACKGROUND:

The Covina Housing Authority is the housing successor agency of the Covina Redevelopment Agency. On January 30, 2012, by Resolution 12-7045, the Covina City Council elected not to retain the housing assets and functions previously performed by the Covina Redevelopment Agency, which was dissolved pursuant to Part 1.85 of Division 24 of the California Health and Safety Code. All rights, powers, duties and obligations were transferred to the Covina Housing Authority.

The Health and Safety Code was amended by Section 34176.1(f) effective January 1, 2014. It requires that the housing successor agency complete an independent financial audit and provide that audit to its governing body. The audit has been completed and is attached. The audit letter was also included in the CAFR on the December 16, 2014 City Council agenda.

On December 17, 2014, the Housing Authority staff provided to its governing body a copy of the audit.

RELEVANCE TO THE STRATEGIC PLAN:

None.

EXHIBITS:

A. December 17, 2014 memo and Independent Auditor's Report

REVIEW TEAM ONLY

City Attorney: *[Signature]* Finance Director: *by al*

City Manager: *mg* Other: _____

**COVINA HOUSING AUTHORITY
MEMORANDUM**

TO: HONORABLE CHAIRPERSON AND BOARD MEMBERS

VIA: KIM J. RANEY, ACTING CITY MANAGER *for Raney*

FROM: DILU DE ALWIS, DIRECTOR OF FINANCE *DD*

DATE: DECEMBER 17, 2014

SUBJECT: NOTIFICATION OF FINANCIAL AUDIT AS REQUIRED BY SB 341

Effective January 1, 2014, SB 341 added a requirement for the housing successor agency to complete an independent financial audit and provide that audit to its governing body. The audit has been completed and is attached. The audit letter was also included in the CAFR on the December 16, 2014, City Council agenda.

If you have any questions regarding the audit or this new procedure please let me know.



MOSS, LEVY & HARTZHEIM LLP

CERTIFIED PUBLIC ACCOUNTANTS

PARTNERS

RONALD A. LEVY, CPA
CRAIG A. HARTZHEIM, CPA
HADLEY Y. HUI, CPA

COMMERCIAL ACCOUNTING & TAX SERVICES

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FAX: 310.870.1889
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GOVERNMENTAL AUDIT SERVICES

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FAX: 310.670.1689
www.mlhcpas.com

INDEPENDENT AUDITOR'S REPORT

To the City Council
City of Covina, California

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of City of Covina, California as of and for the fiscal year ended June 30, 2014, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Covina, California, as of June 30, 2014, and the respective changes in financial position, and, where applicable, cash flows thereof for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America.

Change in Accounting Principles

As discussed in note 1 to the basic financial statements, effective July 1, 2013, the City adopted Governmental Accounting Standards Board (GASB) Statements; No. 65, *Items Previously Reported as Assets and Liabilities*, No. 66, *Technical Correction-2012*, No. 67, *Financial Reporting for Pension Plans*, and No. 70, *Accounting and Financial Reporting for Non-exchange Financial Guarantees*. Our opinion is not modified with respect to this matter.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, trend information for pension and other postemployment benefits other than pensions, and budgetary comparison information on pages 17–29 and 85–88 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City of Covina, California's basic financial statements. The introductory section, combining and individual nonmajor governmental, internal service, and agency fund financial statements, and statistical section, are presented for purposes of additional analysis and are not required parts of the basic financial statements.

The combining and individual non-major governmental, internal service, and agency fund financial statements are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining and individual non-major governmental, internal service, and agency fund financial statements are fairly stated in all material respects in relation to the basic financial statements as a whole.

The introductory and statistical sections have not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on them.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated December 8, 2014, on our consideration of the City of Covina, California's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering City of Covina, California's internal control over financial reporting and compliance.

Moss, Levy & Hartzheim

Moss, Levy & Hartzheim LLP
Culver City, California
December 8, 2014

CITY OF COVINA
AGENDA ITEM COMMENTARY

MEETING DATE: January 20, 2015

ITEM NO.: CC 11

STAFF SOURCE: Alex Gonzalez, Interim Public Works Director
Vivian Castro, Environmental Services Manager

VC

ITEM TITLE: Amend Fiscal Year 2014-15 Contract Maximum for AEI-CASC Engineering, Inc.

STAFF RECOMMENDATION:

Authorize the Acting City Manager to

1. Amend the Professional Services Agreement with AEI-CASC Engineering, Inc., dba CASC Engineering and Consulting to increase the maximum contract amount to \$135,000; and
2. Authorize the Acting City Manager or his designee to provide written approval for total compensation not to exceed \$135,000 per fiscal year.

FISCAL FUND IMPACT:

\$70,000 was budgeted in the fiscal year 2014-15 Environmental Services Fund (6200-5550-51005) for this contract. An additional \$65,000 in 6200-5550-51005 that was budgeted for consulting services and will not be required in 2014-15 will be used for this contract instead. Contract costs for subsequent fiscal years will be included in proposed budgets. This action has no impact on the General Fund.

BACKGROUND:

On July 15, 2014 the City Council approved a contract with AEI-CASC Engineering for environmental consulting and engineering services, in part for their expertise with National Pollutant Discharge Elimination System (NPDES) facility inspections (Exhibit A). Per that Section 3.3.1 of that agreement,

Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. *The total compensation shall not exceed SEVENTY THOUSAND DOLLARS PER FISCAL YEAR (\$70,000.00 PER FISCAL YEAR) 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. [Emphasis added]

AEI-CASC had successfully conducted the State-mandated inspections of approximately 350 Industrial/Commercial Facilities for the City under the 2001 Municipal Separate Storm Sewer Permit (MS4 Permit). With information from a variety of sources, including the City business

license database, Environmental Services updated the list of facilities for which inspections are mandated under the new MS4 Permit. That number (422) and the contract rate schedule were used to estimate the maximum contract amount for FY 2014-15. Unlike the Industrial Waste Program, which focuses on wastes being disposed into the City's sewers, the NPDES Facility Inspection Program requires the City to perform inspections of specified facilities to ensure that these do not discharge pollutants from their sites that can enter the San Gabriel River, thus making the City liable for pollutant exceedances.

However, the actual number of inspections and the time required to conduct the inspections significantly exceeded the estimates due to the following:

- 47 additional facilities were identified in the course of conducting the inspections of facilities on the existing list.
- Additional facilities continue to be added to the list as they go through the Business License application and renewal process.
- 62 facilities required a second inspection to ensure correction of stormwater violations.
- 32 facilities require a third inspection due to continuing stormwater violations that have yet to be addressed.
- It is expected that further inspections and/or enforcement actions will be required for at least 20 facilities.
- The majority of the inspections took longer than estimated because it was the first time the facilities had been inspected under the new permit, issues were identified at many facilities that required documentation and explanation by the inspectors, and facility owners and staff were not familiar with permit requirements so inspectors also reviewed best management practices (BMPs) with them.

A total of 517 facility inspections/visits were conducted by AEI-CASC to date, with at least 62 of these requiring additional inspections and/or enforcement actions. In addition, the consultant was asked to undertake tasks related to facilities inspection program data gathering and program management to ensure record-keeping in accordance with the MS4 Permit requirements.

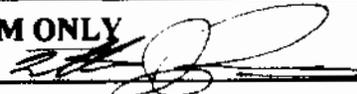
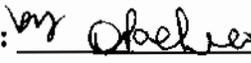
For the aforementioned reasons, staff requests that the professional services agreement be amended so that the annual not-to-exceed contract amount is increased to \$135,000. No budget amendment is required because \$65,000 currently budgeted in 6200-5550-51005 for other environmental consulting services will not be required in 2014-15 and will be used for this contract instead. The Professional Services Agreement with AEI-CASC Engineering is for five years, with two optional one-year extensions. Contract costs for future fiscal years will be included in proposed budgets.

RELEVANCE TO THE STRATEGIC PLAN:

This item is not related to any specific objective in the Strategic Plan.

EXHIBITS:

- A. Professional Services Agreement with AEI-CASC Engineering, Inc., dba CASC Engineering and Consulting.
- B. First Amendment to Professional Services Agreement with AEI-CASC Engineering, Inc. dba CASC Engineering and Consulting, Increasing Compensation for Extra Work.

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

**CITY OF COVINA
PROFESSIONAL SERVICES AGREEMENT**

1. PARTIES AND DATE.

This Agreement is made and entered into this FIFTEENTH day of JULY, 2014 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 AEI-CASC ENGINEERING, INC, dba CASC ENGINEERING AND CONSULTING, a CALIFORNIA CORPORATION with its principal place of business at 2740 W MAGNOLIA BLVD. SUITE 102, BURBANK, CA 91505 ("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 ENVIRONMENTAL AND ENGINEERING SERVICES TO SUPPORT THE IMPLEMENTATION OF STORMWATER LAWS AND REGULATIONS 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 TO SUPPORT THE CITY'S IMPLEMENTATION OF STORMWATER LAWS AND REGULATIONS 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 ENVIRONMENTAL AND ENGINEERING 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 JULY 15, 2014 TO JUNE 30, 2019, WITH THE OPTION OF TWO ONE (1) YEAR EXTENSIONS, unless earlier terminated by mutual, written consent. Consultant shall complete the Services within the term of

this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Responsibilities of Consultant.

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

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

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

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: RICK SIDOR, MICHAEL KOLBENSCHLAG, ED SUHER, ERNIE MANSFIELD, MARK SWANSON, ANTHONY MISTRETTA, CARLOS MORALES, CHRIS OGAZ, ADAM RUSH AND LUKE ZHOU.

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

3.2.6 Consultant's Representative. Consultant hereby designates MICHAEL KOLBENSCHLAG, or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

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

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

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

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

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

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

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

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

3.2.10.5 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

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

3.2.11 Insurance.

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

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

A. Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto);

and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. The policy shall not contain any exclusion contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for (1) contractual liability (including but not limited to ISO CG 24 26 or 21 29); or (2) cross liability for claims or suits by one insured against another.

B. Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: \$1,000,000 MINIMUM; 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 MINIMUM; 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 MINIMUM; per accident for bodily injury or disease. Defense costs shall be paid in addition to the limits.

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

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

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

A. General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) using ISO CG forms 20 10 and 20 37, or endorsements providing the exact same coverage, the City of Covina, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Services or ongoing and completed operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work; and (2) using ISO form 20 01, or endorsements providing the exact same coverage, the insurance coverage

shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any excess insurance shall contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the City, before the City's own primary insurance or self-insurance shall be called upon to protect it as a named insured. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 3.2.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.2.11.4(A).

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

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

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

3.2.11.5 Separation of Insureds; No Special Limitations; Waiver of Subrogation. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents, and volunteers. All policies shall waive any right of subrogation of the insurer against the City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, or shall

specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

3.2.11.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Consultant shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its directors, officials, officers, employees, agents, and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

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

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

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

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

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

equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.13 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed SEVENTY THOUSAND DOLLARS PER FISCAL YEAR (\$70,000.00 PER FISCAL YEAR) 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.

3.4 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 Covina 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:

CASC ENGINEERING AND CONSULTING
2740 W. MAGNOLIA BLVD. SUITE 102
BURBANK, CA 91505
ATTN: MICHAEL KOLBENSCHLAG

City:

City of Covina
125 E. College St.
Covina, CA 91723
Attn: VIVIAN CASTRO, PUBLIC WORKS DEPARTMENT

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, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.6.8 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

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

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

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

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

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

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

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

3.6.16 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

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

3.6.18 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations,

understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

[SIGNATURES ON NEXT PAGE]

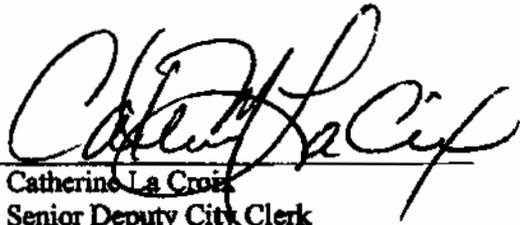
**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF COVINA
AND CASC ENGINEERING AND CONSULTING**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the FIRST day of JULY, 2014.

CITY OF COVINA

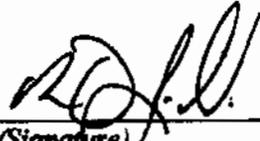
By: 

Daryl Parrish
City Manager

Attest: 

Catherine La Croix
Senior Deputy City Clerk

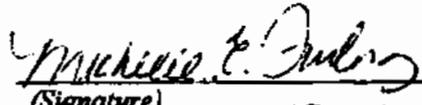
**AEI-CASC ENGINEERING, INC. dba
CASC ENGINEERING AND
CONSULTING, A CALIFORNIA
CORPORATION**

By: 

(Signature)
Ricardo J. Sider

Name (Print)
PRESIDENT

Title (Print)

By: 

(Signature)
Michelle E. Furlong

Name (Print)
Secretary/Treasurer

Title (Print)

EXHIBIT "A"

SCOPE OF SERVICES

As assigned by the City, the Consultant will provide support services to City staff in the development, implementation and enforcement of programs and projects for compliance with stormwater laws and regulations, including, but not limited to, the Clean Water Act, the Porter-Cologne Act, and the National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4), Industrial, and Construction permits.

Tasks will be assigned by the City via written communications (including email) to the Consultant.

CASC Engineering and Consulting shall provide services to the City of Covina on an as-needed basis per the Schedule in Exhibit B and Compensation in Exhibit C. Work may include the following:

- Development, review and implementation of Low Impact Development (LID)/Standard Urban Stormwater Mitigation Plan (SUSMP) and Green Streets policies;
- review of development and redevelopment plans for LID/SUSMP requirements;
- design of Green Streets projects for City;
- preparation of grant applications for stormwater projects;
- implementation of Minimum Control Measures and Water Quality Management Plans (WQMP);
- Stormwater Pollution Prevention Plans (SWPPP) reviews and construction site inspections;
- commercial/industrial facilities inspections;
- research existing documents and develop GIS files of stormwater facilities within the City;
- MS4 permit annual report preparation;
- support City staff in public education and outreach in the areas of stormwater;
- support City staff in environmental assessments, monitoring, investigations, and enforcement in the areas of stormwater;
- and other stormwater related services.

For plan review services, Consultant shall provide the City with a written list of items needing clarification, corrections, or change to achieve conformance with all laws, regulations, and codes. This document shall be in electronic format.

For plan review services, Consultant shall review plans delivered via electronic submission/format, generally in PDF. Only final plans, forms or documents requiring wet signatures ready to be stamped for approval will be provided in hard copy format to the Consultant.

For plan review, inspection, and/or enforcement services, Consultant shall input required information about Best Management Practices (BMPs) in private development, redevelopment, and City projects into the City's internet-based tracking software/ database.

For inspection and enforcement services, Consultant shall input relevant information and documentation via the City's internet-based tracking software/database.

Consultant may be required to attend meetings on the City's behalf at the request of the Environmental Services Manager.

All forms, documents, reports and materials created by the consultant become the property of the City. Documents, forms, templates, outreach, or informational materials shall be provided in original editable files to the City.

EXHIBIT "B"
SCHEDULE OF SERVICES

Consultant shall perform tasks as assigned by the City within specified timelines and in accordance with timelines specified in the Los Angeles County MS4 Permit.

Consultant shall provide written comments for initial and subsequent review to the City no later than 10 working days from date of receipt of the plans. Consultant shall provide comments for expedited plan reviews within 4 working days of receipt of the plans at the cost specified in Exhibit C.

Consultant shall complete at least one inspection of each Industrial/Commercial facility by November 14, 2014 and shall complete other Industrial/Commercial facility inspections per the timelines specified in the Los Angeles County MS4 Permit.

**EXHIBIT "C"
COMPENSATION**



**ENVIRONMENTAL CONSULTING AND ENGINEERING SERVICES
FOR STORMWATER
CITY OF COVINA**

PROPOSED HOURLY COMPENSATION RATES

All items will be billed at the hourly rates listed below. CASC will provide an estimate of hours and staff required to complete any assigned task. As requested, we have provided rates for certain items as follows:

- Surcharge for "Expedite" LID/SUSMP reviews - 25% of listed hourly rates.
- Reimbursable costs such as printing and shipping will be marked up at a rate of cost plus 15%.

HOURLY RATES:

Hourly Rates:

PIG - Principal-in-Charge	\$180
PM - Project Manager	\$160
APM - Assistant Project Manager	\$152
CPM - Civil Project Manager	\$152
GRANT - Grant Application Specialist	\$150
SEA - Senior Environmental Analyst	\$150
CPE - Civil Project Engineer	\$118
ISP - Inspector / Sampler / Reviewer	\$105
GIS - GIS Support	\$85

The lead time to respond to a particular request can vary, but in most cases can be started immediately or within a few days. Deliverables will be based upon the level of effort for each assigned task.

FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
(Increasing Compensation for Extra Work)

This First Amendment to Professional Services Agreement ("First Amendment") is entered into between (i) The City of Covina ("Client"), a California municipal corporation, and (ii) AEI-CASC Engineering, Inc. dba CASC Engineering and Consulting, a California corporation ("AEI-CASC"). This First Amendment is intended to increase the not-to-exceed compensation to AEI-CASC for extra work required for AEI-CASC to perform the services under the Original Agreement (defined below). This First Amendment shall become effective upon the date of the last signature to this First Amendment.

EFFECT UPON ORIGINAL AGREEMENT. The Original Professional Services Agreement, dated July 15, 2014, ("Original Agreement") remains in full force and effect according to its terms, unless otherwise expressly amended by this First Amendment.

AMENDMENT OF SECTION 3.3.1. Section 3.3.1 of the Original Agreement is amended to read as follows:

"3.3.1. Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed ~~SEVENTY ONE HUNDRED THIRTY FIVE~~ **SEVENTY ONE HUNDRED THIRTY FIVE** THOUSAND DOLLARS PER FISCAL YEAR (~~\$70,000~~**\$135,000** PER FISCAL YEAR) 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."

SIGNATURE AND AUTHORITY TO EXECUTE. The Parties hereto further represent and declare that they carefully read this First Amendment and know the contents thereof, and that they sign the same freely and voluntarily. Each Party represents and warrants that it has the legal right, power and authority to enter into this First Amendment and to consummate the transactions contemplated hereby.

[signatures on following page]

THE CITY OF COVINA,
a California municipal corporation

Date: _____

By: _____

Its: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

AEI-CASC ENGINEERING, INC.
dba CASC ENGINEERING AND CONSULTING,
a California corporation

Date: _____

By: _____

Its: _____

CITY OF COVINA
AGENDA ITEM COMMENTARY

MEETING DATE: January 20, 2015

ITEM NO.: CC 12

STAFF SOURCE: Kim J. Raney, Chief of Police ^{KR}
Derek Webster, Police Captain

ITEM TITLE: One Year Renewal of Agreement for Towing Services And
Vehicle Storage Facilities

STAFF RECOMMEDATION:

Approve contract extension with Jan's Towing as primary tow service for the City of Covina.

FISCAL IMPACT:

None.

BACKGROUND:

Jan's Towing began providing exclusive tow services for the Covina Police Department beginning in January 2002. In January 2008, the City of Covina entered into a one year contract with Jan's Towing that included an automatic annual renewal, for a period not to exceed six years. That contract ended January 22, 2014. On January 21, 2014 the City Council approved a one year extension for the towing contract.

The objectives of the original contract provided procedures regarding towing of disabled vehicles, lockouts, stored and impounded vehicles when police personnel requests a vehicle be towed or the owner or driver is not present or unable to make the request.

During the past year, the Police Department has been evaluating its towing needs and determined a single provider is sufficient to provide towing services should the company be able to provide consistent quality service. Additionally, it was the intention of the Police Department to review future methods of procurement for these services but recent operational and administrative events have delayed this process.

The proposed contract would extend the term for an additional one year (through January 22, 2016). This extension will not include any additional changes and will meet the standard objectives of the contract.

As noted above, the current contract with Jan's Towing expires this month and the Police Department must have a current contract in place with a reputable towing company in order to perform the vital functions outlined in this report. Therefore, the Department is requesting the Council waive competitive solicitation for this one-year extension under CMC 2.20.080(B)(2)

because the public exigency for this service will not permit a delay resulting from competitive solicitation.

Jan's Towing has provided quality service in all aspects of the contract since 2002. In addition to meeting the standard objectives of the contract, Jan's Towing has provided additional services such as portable lighting, checkpoint support and traffic control assistance. Jan's equipment is state of the art, new, and clean. Jan's Towing regularly reinvests in new and updated equipment and they have a fully equipped handicap tow vehicle available for the community. Jan's Towing also has a major incident response truck that is stocked with equipment and can respond to assist the police department upon request.

Jan's Towing experience for law enforcement extends beyond the City of Covina. They are also the authorized towing company for:

- Arcadia Police Department
- Azusa Police Department
- California Highway Patrol – Altadena
- California Highway Patrol – Baldwin Park
- Glendora Police Department
- Irwindale Police Department
- Los Angeles County Sheriff – San Dimas
- Los Angeles County Sheriff – Temple
- Sierra Madre Police Department

Covina Police Department employees frequently respond to both of Jan's Towing secure storage yards located in neighboring Azusa and Glendora. A Jan's Towing employee remains with the visiting officer in order to answer any questions and provide service if necessary. Officers are escorted to vehicles that are secured as evidence and Jan's Towing employee(s) are available for assistance. The employee(s) will quickly place a vehicle onto a hydraulic lift if requested and most of the secured services are indoors in a sheltered, clean, and safe environment.

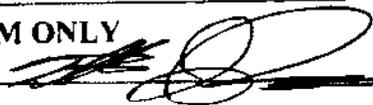
The examples above are just a brief overview of how Jan's Towing has assisted the police department and the community. They have provided a superior service by consistently going above and beyond the requirements of the contract.

RELEVANCE TO THE STRATEGIC PLAN:

None

EXHIBITS:

- A. Agreement for Towing Services and Vehicle Storage Facilities

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

COVINA POLICE DEPARTMENT
AGREEMENT FOR AUTHORIZED VEHICLE TOWING

LENGTH OF AGREEMENT

This agreement ("Agreement") shall be in force upon signing by the authorized representative of Jan's Towing, Inc., a California corporation (hereinafter referred to as the "Towing Business") and the authorized representative of the City of Covina (hereinafter referred to as the "City"). This Agreement shall have a term of one (1) year beginning on January 21, 2015. By signing this Agreement, the Towing Business agrees to all conditions of this Agreement.

GENERAL AGREEMENT
TO PROVIDE TOW SERVICE FOR THE
CITY OF COVINA POLICE DEPARTMENT

I have received the Covina Police Department Authorized Towing Agreement and have read and understand its contents. I agree to conform to and abide by these rules, regulations, procedures and fees. I recognize the authority of the Chief of Police to remove my towing service from the authorized towing list for cause as included in these rules, regulations and procedures.

Signature of Towing Business Owner

Date

Name of Towing Business

Date

This certifies that the above Towing Business meets the requirements to provide towing services on the City of Covina Police Department Authorized Towing List and is approved to provide those services.

Chief of Police, City of Covina

Date

Interim City Manager, City of Covina

Date

CITY OF COVINA
POLICE DEPARTMENT

**AGREEMENT FOR TOWING SERVICES
AND VEHICLE STORAGE FACILITIES**

January 2014

TOWING AGREEMENT

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1.0.0 **OBJECTIVE**

To establish an official police tow service for the City and to provide a procedure regarding professional towing and storage of disabled vehicles, lockouts, stored and impounded vehicles when a police officer or other authorized City representative requests a vehicle be towed, or the owner or driver is not present or is unable to make the request.

2.0.0 **BASIS FOR ACCEPTANCE OF SERVICE**

2.1.0 The Chief of Police, or his/her designee, has the final authority to determine disputes as to ability or authority to perform tow services for the City.

3.0.0 **AUTHORIZED TOW**

3.1.0 Whenever a driver or owner is requesting a towing service and is unable to specify a particular business to perform towing service, or when a police officer or other authorized City representative requests a towing service, the towing service called shall be the Towing Business. When more than one vehicle is to be towed from the scene of a traffic collision and the drivers do not specify a preference, the Towing Business shall be called for each vehicle being towed.

3.2.0 If it is determined that the towing service is not needed and is canceled by the Covina Police Department, up to and including arrival at the scene, there shall be no charges assessed by the Towing Business for the request.

3.3.0 If the Towing Business is not available at the time of request or is unable to respond within the allowed response time, (refer 14.1.0) the handling officer or field supervisor may request another authorized City towing service to respond.

3.4.0 If the Towing Business is unable to handle the call due to size, location, etc., the handling officer or field supervisor may request another authorized City towing service respond.

4.0.0 **POSSESSION OF FACILITIES AND LICENSING**

The Towing Business must furnish proof of possession of the towing equipment and storage yard facilities necessary to perform the obligation set in this Agreement, including title to or a lease on the land and improvements thereon necessary to perform the obligation set forth in this Agreement, and meet the zoning and building requirements of the city or

county in which it is located. The Towing Business shall also possess a valid City of Covina Business License.

5.0.0 LOCATION OF OFFICE AND STORAGE FACILITIES

The towing office and storage facility must be at the same location. The Towing Business must be within a five-mile radius of the Covina City limits to ensure adequate response time and to limit the City's costs and administrative burdens of having Covina Police Department personnel conduct investigations at distant storage lots.

6.0.0 NUMBER OF QUALIFIED DRIVERS

The Towing Business shall maintain at least five (5) qualified drivers available at all times.

7.0.0 DRIVER AND OPERATOR TRAINING / ABILITY – QUALIFICATIONS

7.1.0 Towing Business operators and tow truck drivers must be sufficiently capable to ensure safe and proper discharge of their service responsibilities. In addition, the Towing Business agrees to the following terms:

7.1.1 The Towing Business shall provide the name, date of birth, and valid California driver's license number of all drivers employed by the Towing Business in writing to the Covina Police Department. The Towing Business shall notify the Covina Police Department of any new drivers or any change in employment status of a driver within five (5) days of their date of hire or any change in employment status.

7.1.2 The Towing Business shall participate in the Employer Pull Notice Agreement through the Department of Motor Vehicles. The Towing Business shall notify the Traffic Division Supervisor of any Pull Notices received on their drivers.

7.1.3 Towing Business drivers shall present a neat, clean and professional appearance. Drivers shall wear uniform type pants and shirt that identify the Towing Business and their name, with the shirttail tucked in. Moustache, hair and beards must be neatly trimmed for all drivers.

7.1.4 All Towing Business drivers, operators or their agents shall give to the driver or owner of the vehicle to be stored, impounded or towed away, a business card, and/or receipt with the service name, address and phone number, and must ensure that the information is provided to the Covina

Police Department in the event that the driver is unavailable or incapacitated..

7.2.0 Individual Tow Driver Qualifications/Requirements

7.2.1 Drivers employed by the Towing Business shall be at least 18 years old, possess the required class driver license to operate any or all Tow Vehicles specified herein, and sufficiently capable and trained to ensure safe and proper discharge of their towing service duties and responsibilities in a safe and courteous manner. All drivers shall comply with the requirements set forth in California Vehicle Code Sections 27700 and 24605. All drivers shall meet all requirements specified in Sections 2430.5 and 12520 of the California Vehicle Code.

7.2.2 Drivers and/or the Towing Business shall provide the Covina Police Department with information in writing concerning any driving citations received by the tow driver(s) in the immediate prior three (3) years and all information regarding any criminal convictions.

7.2.3 The Chief of Police, in his/her sole discretion, is also hereby empowered to require that the Towing Business's drivers, at the Towing Business's sole cost and expense:

7.2.3.1 be fingerprinted; and

7.2.3.2 undergo background checks by the California Department of Motor Vehicles and any other agency deemed appropriate to determine the safety practices of the drivers.

7.2.4 The Towing Business shall not utilize any driver to render services pursuant to this Agreement:

7.2.4.1 who is subject to epilepsy, fainting or loss of consciousness by reason of chronic medical condition; or

7.2.4.2 whose driving record indicates five (5) violations of traffic laws involving moving vehicles within two (2) years preceding the date of application; or

7.2.4.3 who has furnished false information on his/her application or omitted to furnish all information requested on said application; or

7.2.4.4 who has been convicted of driving while under the influence of intoxicating liquor or narcotic drugs, or both, within three (3) years of the date of application; or

7.2.4.5 who has been convicted of a felony, any crime involving moral turpitude, or any crime(s) specified in this Agreement within two (2) years preceding the date of application.

7.2.5 Notwithstanding compliance with the foregoing provisions, the City may prohibit certain drivers from providing towing services to the City or the Covina Police Department in its sole discretion. Such directives shall be made by the Chief of Police, or his/her designee, in writing to the Towing Business.

8.0.0 **COMMUNICATIONS EQUIPMENT**

The Towing Business shall provide and maintain during the period of service, radio transmission and reception or wireless telephone equipment allowing for two-way contact with each authorized tow vehicle.

9.0.0 **BUSINESS HOURS – AVAILABILITY BY TELEPHONE**

9.1.0 Police Availability: The Towing Business shall make its services available on a 24-hours/day, 7 day a week basis, including holidays. No exceptions.

9.2.0 Public Availability: There shall be a Towing Business employee or agent available in person at the Towing Business's office during normal business hours to handle requests for service and release of impounded / stored vehicles. Normal business hours will be from 0800 to 1700 hours, five (5) days a week (Monday through Friday) excluding holidays.

10.0.0 **IMPOUNDED VEHICLES**

A vehicle impounded as per authority of the California Vehicle Code or the California Constitution will be documented by Covina Police Department personnel and authorization from the Police Department is required before the vehicle can be released.

10.1.0 **RELEASE OF VEHICLE AFTER STORAGE / IMPOUND**

Any vehicle stored or impounded by the Covina Police Department, **CANNOT** be released without authorization from the Covina Police Department. When the Towing Business releases a stored vehicle, the Towing Business shall require proper identification, vehicle registration and the police report number. If the person requesting the release of a vehicle does not have all the above, the Towing Business shall refer the person to the Covina Police Department for further processing and information. The final decision for release of a vehicle shall come from the Traffic Division Supervisor or the on-duty Watch Commander. The Towing Business shall adhere to this decision at all times.

11.0.0 **RELEASE OF PERSONAL PROPERTY**

11.1.0 The Towing Business shall notify the Covina Police Department prior to the removal of property from a stored vehicle and will provide a receipt listing the removed property and identification of the person(s) who removed the property, with a copy placed in the stored vehicle. The requirement to notify the Covina Police Department prior to the removal of property may be waived by the Traffic Division Supervisor or the on-duty Watch Commander if it is determined that the proper safeguards and procedures are utilized by the Towing Business. This requirement may not be waived in cases where a vehicle has been impounded for evidence or investigation.

11.2.0 Personal property is considered to be items that are not affixed to the vehicle and must not be removed without prior authorization of the Covina Police Department.

12.0.0 **TOWING BUSINESS STORAGE FACILITY STANDARDS**

12.1.0 The Towing Business must at all times throughout the term of this Agreement, comply with the terms of this Agreement, all state and federal laws, and any subsequently enacted towing ordinance, rules or regulations enacted by the City of Covina that are applicable to the Towing Business. The Towing Business shall, at a minimum, comply with the following requirements with respect to its storage facilities:

12.1.1 Storage facilities must be constructed before approval of this Agreement. Adequate security measures for the protection of vehicles and property shall be provided for at all storage facilities. The Chief of Police, or his/her designee, shall be the sole judge of what constitutes "adequate" security measures and may grant additional consideration for state of the art security measures, including, but not limited to, security cameras and motion sensors. At a minimum, all storage facilities shall comply with the following requirements:

12.1.1.1 All storage facilities shall be enclosed by a wall or fence at least 6 feet in height. Alternatively, storage facilities may consist of enclosed buildings. All storage facility structures, including walls or fences, shall meet the requirements of the jurisdiction in which the facility is located, and shall be approved by the Chief of Police, or his/her designee.

12.1.1.2 The storage lot shall be capable of holding a minimum of 200 vehicles.

- 12.1.1.3 The security for the storage facility shall be adequate to preclude theft, vandalism or damage by activity while in the Towing Business's lot. The storage facility and lot shall be configured in such a way that no vehicles shall be left parked or stored on public streets at any time. The Towing Business shall provide off-street parking for its equipment and be able to accommodate vehicles for customer parking as required by the municipal code of the city or county in which it is located. The Towing Business shall provide at least one (1) customer parking space for handicapped parking purposes. Said handicapped parking space shall be van accessible. Storage vehicles should be secured away from customer parking and the office area. The Towing Business's office must have a sign posted including the company name, address, phone number and hours of operation, to be clearly visible from the roadway.
- 12.1.2 All storage facilities must be approved for security by the traffic Division Supervisor or designated representative, and available for inspection upon request. Any breach of security in buildings or fences must be repaired within twenty four (24) hours.
- 12.1.3 Interior Storage Standards. The Towing Business shall maintain an enclosed locked storage facility for a minimum of ten (10) vehicles. The Towing Business shall maintain an additional four (4) spaces that can be secured by the Covina Police Department for vehicles ordered impounded because of their involvement in the commission of crimes or for other reasons (the "Designated Impound Space"). The Designated Impound Space shall also meet the following criteria:
- 12.1.3.1 The Designated Impound Space shall be completely protected from the elements, including wind, heat, adverse weather and other forms of contamination.
- 12.1.3.2 The Designated Impound Space must be able to be secured and unauthorized entry must be prevented. Protection shall also be provided to preclude evidence contamination by employees and other individuals. Evidence contamination is defined as removal or touching of any items, papers, vehicle parts, etc., of a stored vehicle that is impounded by the Covina Police Department for investigation purposes. At a minimum, there should be a door or gate that can be locked and secured from employees and visitors.
- 12.1.3.3 The Covina Police Department will designate when a vehicle is to be placed into a Designated Impound Space

for evidence purposes and may place a seal on each door of the vehicle or door(s) of the impound facility to maintain the chain of evidence.

12.1.3.4 Vehicles placed into a Designated Impound Space shall not be removed from such protection until approved by the Covina Police Department.

12.1.3.5 The Designated Impound Space must be lit with a minimum of two (2) 50 watt, overhead, quartz halogen lamps, or similar lamps that provide equal or greater light.

12.1.3.6 The Designated Impound Space area must be accessible to Covina Police Department personnel 24 hours a day, seven (7) days a week.

12.1.3.7 The Designated Impound Space must be reasonably clean and clear of dirt, animal waste, oil, etc.

12.1.3.8 The Designated Impound Space must be protected by an alarm system to prevent unauthorized entry. The alarm system shall be monitored by the Towing Business or an off-site monitoring company. The alarm code for the alarm system shall be provided to the Covina Police Department personnel upon request and, if so provided, shall be changed by the Towing Business only upon receiving authorization from the Chief of Police or at his/her direction. The Towing Business shall not provide the alarm code to any unauthorized person.

12.1.4 The Towing Business shall not perform any work upon any Police impounded or stored vehicle without first obtaining written permission from the owner of the vehicle and only after an official release from the Covina Police Department.

12.1.5 Vehicles that have been impounded by order of the Police Department shall not be released, lien sold or sold without authorization from the Covina Police Department.

13.0.0 **EQUIPMENT STANDARDS**

13.1.0 The Towing Business must own or have leased seven (7) tow vehicles available to the Covina Police Department. Two tow vehicles must be a class B flatbed, two class A light duty's (GVWR 10,000- 14,000 lbs.), one class B medium duty (GVWR of at least 19,501 lbs.), and two Heavy Duty Class D wreckers (minimum 35 ton). These trucks must be based at the principal place of the Tow Business and must be available to perform

EXHIBIT A

towing services at all times during the terms of this Agreement. In addition, the Towing Business must own or have leased one Lowboy trailer.

- 13.2.0 Authorized tow vehicles must be equipped as tow trucks in compliance with the provisions of the California Vehicle Code, including but not limited to Sections 615, 21711, 24606, 25100, 25253, 27700, and 27907.
- 13.3.0 All authorized tow vehicles must have adequate equipment for the towing of vehicles. Basic equipment shall include:
- Fire Extinguisher(s)
 - Broom
 - Shovel
 - Reflective Triangles
 - Flares
 - Trash Can(s) with Absorbent Material
- 13.4.0 Motorcycles that are stored, impounded or towed from a collision scene at the request of the Police Department shall be hauled by a trailer that is designed to carry motorcycles or by a flatbed truck.
- 13.5.0 Any and all equipment used and maintained by the Towing Business must be available for inspection by the Police Department upon request.
- 13.6.0 All equipment and vehicles to be used under this Agreement shall be inspected by the California Highway Patrol at least one time per year. All vehicles and equipment shall display a current inspection sticker issued by the California Highway Patrol prior to use under this Agreement. This applies to all new and used equipment added to the towing company's fleet, to be used under this Agreement. The Covina Police Department may conduct random vehicle and equipment inspections to ensure compliance with this Agreement.
- 13.7.0 The Covina Police Department Traffic Division Supervisor shall inspect the Towing Business's facility used under this Agreement at least once a year.
- 13.8.0 The Towing Business must have equipment for and have personnel proficient in unlocking locked vehicles when requested by the Police Department.
- 13.9.0 Throughout the term of this Agreement the Towing Business shall maintain in good condition the real property and improvements thereon, and all vehicles, facilities, equipment and material used in the performance of the service required by the provisions of this Agreement.

14.0.0 **TOW SERVICE RESPONSIBILITIES AND DUTIES**

14.1.0 **RESPONSE TIME**

14.1.1 The Towing Business shall respond to the Covina Police Department calls twenty-four (24) hours a day, seven days a week, including Holidays, within the maximum response times as follows:

Daytime (0700 to 1800) – 15 minutes
Nighttime (1800 to 0700) – 20 minutes

14.1.2 The tow service dispatcher shall notify the Police Dispatcher when a tow vehicle cannot respond immediately, shall give the reason and an estimated time of arrival.

14.1.3 If the unit(s) have not arrived at the scene within a reasonable period from the time requested, the Police Department, based on the urgency of the situation, may request that another authorized towing company respond.

14.2.0 **DUTIES AT THE SCENE**

After being requested to the scene by the Covina Police Department the tow service driver shall:

14.2.1 Not move the vehicle, nor attach to any vehicle until so instructed to do so by the investigating officer of the Covina Police Department.

14.2.2 Shall clean up and remove any and all debris from the accident scene as required by the Covina Police Department and the California Vehicle Code.

14.2.3 Provide towed vehicle owners, when present at the scene, with a business card or other information, indicating where the vehicle will be stored and obtainable.

15.0.0 **RECORDS**

15.1.0 Records shall be maintained by the Towing Business:

15.1.1 The Towing Business shall maintain records of the times that calls for service are received, dispatched and the times the tow unit arrives on scene.

15.1.2 The Towing Business shall keep complete and accurate records of all vehicles towed, impounded or stored at the request of the Covina Police Department and shall furnish this list including the amount of charge on

each vehicle. The report shall list the number of vehicles stored or impounded at the request of the City that are sold through lien sale. The Towing Business shall provide a written quarterly report containing the above information to the Traffic Division Supervisor, or his/her designee, on or before the fifteenth (15th) day of January, April, July and October of each year during the term of this Agreement. The report shall be limited to vehicles towed, impounded or stored by the City. The report required by this Section may be submitted in conjunction with the report required by Section 16.7.4 of this Agreement.

15.2.0 The record system should be adequate to provide an inquiring party with the ability to locate a vehicle by searching the following information:

15.2.1 license plate number, the make, model, color, date or location of impound.

15.2.2 The Towing Business must also notify the California Highway Patrol as required by Section 10652 of the California Vehicle Code.

15.3.0 **INSPECTION OF DRIVERS, VEHICLES, EQUIPMENT AND YARDS**

15.3.1 The Towing Business shall submit to a Covina Police Department inspection, at any reasonable time, all drivers, vehicles, equipment and yards. If the Towing Business cannot produce an annual California Highway Patrol certification, the Covina Police Department reserves the right to require that all towing vehicles be inspected by an automotive professional certified by the State of California Bureau of Automotive Repair, and selected by the Covina Police Department. All vehicle inspection fees shall be borne solely by the Towing Business and shall be due and payable upon presentation of the vehicle for inspection. A yearly inspection of all vehicles is required and the Towing Business shall not interfere in any way with any such inspections. The Towing Business is responsible for arranging the annual vehicle inspection with the Covina Police Department. Any tow vehicle that fails an inspection shall not be used to provide towing service in the City until it is repaired and passes re-inspection. All tow vehicles shall be operated and maintained in compliance with all applicable state and federal laws and regulations.

16.0.0 **TOWING / STORAGE RATES**

16.1.0 The tow rates and storage fees for City of Covina official police tow services are based on towing and storage rates established each year by the California Highway Patrol (CHP) for the sector applicable to Covina. These rates may be reviewed annually to match any local CHP rate and fee changes. The Towing Business must notify the Chief of Police or his/her designee in writing of any tow rate and storage fee increase to

match the CHP rates and fees. The Covina Police Department will verify any increases. Any disputes will be reconciled through a meeting between the Chief of Police or his/her designee and the Towing Business owner. If the rate and fee increases are verified, the new rates will take effect on July 1st. The Towing Business agrees that Chief of Police's, or his/her designee's, determination concerning tow rates and storage fees shall be final.

16.2.0 Fees charged for response calls originated from the Covina Police Department shall be reasonable and not in excess of those rates charged for similar service provided in response to request initiated by any other public agency or private person.

16.3.0 **MINIMUM TOWING CHARGES**

A one-hour minimum may be charged. Charges in excess of one hour may be charged in fifteen-minute increments. There shall be no additional charge for labor, mileage, etc.

16.4.0 **SERVICE CALLS**

Rates for service calls (out of gas, lock outs, etc.) shall be from the time dispatched to the end of the service, and may be at the hourly rate with thirty minutes minimum. Charges in excess of thirty minutes may be charged in fifteen-minute increments.

16.5.0 **ACCEPTANCE OF PAYMENT**

The Towing Business shall accept payment by a valid bank credit card or cash for towing and storage charges. The operator on duty shall have sufficient funds on the premises to accommodate and make change in a reasonable monetary transaction. This payment can be accepted from the registered owner, legal owner, or the agent claiming the vehicle. (California Vehicle Code Section 22651.1)

16.6.0 **CHARGING OF STORAGE FEES**

16.6.1 Vehicles stored eight hours or less shall be charged no more than one-day storage. Each day thereafter shall be calculated by the calendar day.

16.6.2 In the event that a vehicle is stored or impounded at the direction of the Covina Police Department and it is subsequently determined that the City is responsible for the cost of such storage and/or towing, the Towing Business agrees not to assess the City for costs of storage space or towing.

16.6.3 A copy of the rate schedule shall be maintained inside each tow vehicle and presented upon request by a vehicle owner or driver for any vehicle towed or stored by the Towing Business.

16.7.0 **FEES PAID TO CITY, RECORDS AUDIT AND FEE DISPUTE RESOLUTION**

16.7.1 The Towing Business shall be required to pay to City thirty percent (30%) of all fees ("City Fees") received as a result of business with the City pursuant to this Agreement, including but not limited to impound/storage fees, lien sales and City or owner requested vehicle tows. The City Fees are intended to reimburse the City for the actual and reasonable costs incurred in connection with the City's vehicle towing program.

16.7.2 The City Fees shall be paid in quarterly installments to the Police Department on or before the fifteenth (15th) day of January, April, July and October of each year during the term of this Agreement. After expiration or termination of this Agreement, the Towing Business shall pay any outstanding City Fees to the City not later than the fifteenth (15th) day following said expiration or termination.

16.7.3 Any City Fees which remain unpaid after the quarterly installment due date shall be delinquent, and shall be subject to a one-time late payment penalty of twenty percent (20%) of the unpaid amount and shall also be subject to interest at a rate of ten percent (10%) per annum, compounded daily from the date the unpaid amount should have been paid pursuant to Section 16.7.2 above. Further, non-payment of the City Fees by the Towing Business shall be grounds for termination of this Agreement.

16.7.4 The Towing Business shall keep complete and accurate records of all fees received as a result of business with the City pursuant to this Agreement and shall maintain these records for a period of three (3) years. Concurrently with the payment of each quarterly installment of City Fees, the Towing Business shall provide a written report to the Traffic Division Supervisor, or his/her designee, outlining, at minimum, (i) the total amount of fees received by the Towing Business for that quarter as a result of business with the City pursuant to this Agreement and (ii) the calculation of the City Fees due to the City for that quarter pursuant to this Agreement. The report required by this Section may be submitted in conjunction with the report required by Section 15.1.2 of this Agreement.

16.7.5 The City Fee may be adjusted by resolution of the City Council to reflect the City's and the Covina Police Department's current costs for operating the towing program. Any such adjustment shall be applicable to the Towing Business upon thirty (30) days written notice of the adoption of such resolution.

- 16.7.6 The City retains the right to impose alternative forms of taxes and/or fees, to the extent permitted by law, in the event that the fees provided for in this Agreement are no longer assessable due to a subsequent change in federal, state or local law.
- 16.7.7 The Towing Business shall make available to the Covina Police Department, the City or their designated representative(s), upon three (3) day's written notice, its accounting records and books for inspection and audit. The Covina Police Department, the City or their designated representative(s) agree to maintain the confidentiality of such accounting records and books. If the results of the audit show a City Fee underpayment of greater than five percent (5%), the Towing Business shall pay the cost of the audit. If the results of the audit show an underpayment of less than five percent (5%) or an overpayment, the City shall pay its own costs associated with the audit. Any underpayment revealed by the audit shall be subject to the penalty and interest as outlined in Section 16.7.3 above. In the event the results of the audit are disputed, the City may, at its sole discretion, elect to arbitrate the dispute. In the event the City elects to arbitrate, the City and the Towing Business shall each select an independent auditor at their own cost. The two auditors shall agree upon the results of the audit. If the two independent auditors cannot agree upon the results of the audit, a third auditor will be selected by the two independent auditors to make a final determination. The determination of the third independent auditor shall be final.
- 16.7.8 By accepting and signing this Contract, the Towing Business irrevocably waives the defenses of any statute of limitation, laches, waiver or other equitable doctrine of similar import or effect in any action brought by the City to recover any fees, interest or penalties due under this Agreement.
- 16.7.9 By accepting and signing this Agreement, the Towing Business agrees that if it challenges the right of the City to collect the City Fees provided by this Agreement, any relief requested by the Towing Business and awarded to it by virtue of such challenge shall be prospective only from and after the date of the filing of the initial pleading seeking such relief in a court of competent jurisdiction. The Towing Business hereby waives any and all claims or rights to collect back from the City, or obtain credit against future payment obligations, any amounts collected by the City prior to the filing of the initial pleading seeking such relief. In the event the Towing Business's challenge to any City Fee payments should result in an initial judgment in its favor, the Towing Business shall continue to make all City Fee payments in accordance with this Agreement pending an appeal by the City. In the event the court of appeal, or trial court if the City elects not to appeal, determines that the City is not entitled to collect any or all of the City Fees, the City shall refund to the Towing Business those portions of the City Fees which the court deems the City was not entitled to collect

which were made subsequent to the filing of the initial action by the Towing Business, exclusive of interest on such amount.

17.0.0 **SIGNS AND ADVERTISING**

17.1.0 The Towing Business shall not display any signs or advertising material which indicates that his/her business is an official towing service or police storage facility of the City of Covina.

18.0.0 **INDEMNITY AND INSURANCE**

18.1.0 **INDEMNITY, DUTY TO HOLD HARMLESS AND DUTY TO DEFEND**

18.1.1 Duty to Indemnify. To the fullest extent permitted by law, the Towing Business agrees to indemnify, defend, hold harmless and assume all liability of the City of Covina, its elected, officials, officers, employees and agents (collectively "Indemnified Parties") from and against all claims (including, without limitation, claims for bodily injury, death, damage to property or workers' compensation benefits, demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorney's fees, disbursements and costs, and all other professional expert and consultant's fees) of every kind and nature whatsoever (individually, a "claim"; collectively "claims"), whether under state or federal law, which may arise out of or are in any manner connected with the provision of towing services by the Towing Business pursuant to this Agreement, regardless of any active or passive negligence or strict liability of the Indemnified Parties, and further agrees to indemnify the Indemnified Parties, regardless of whether the Claim or Claims is/are asserted by an elected official, officer, employee, agent or volunteer of the City of Covina.

The Towing Business understands and acknowledges that the indemnification obligation hereunder, includes, but is not limited to, a "Type I" indemnity under California law and extends to and includes all claims arising from the active or passive negligence of the Indemnified Parties.

The Towing Business further understands and acknowledges that the indemnification obligation hereunder extends to workers' compensation claims made by any elected officials, officers, employees, agents or volunteers of the City of Covina which may arise from or are in any manner related to the provision of towing services by the Towing Business pursuant to this Agreement.

18.1.2 Duty to Defend. The duty to defend hereunder is wholly independent of and separate from the duty to indemnify and such duty to defend exists

regardless of any ultimate liability of the Indemnified Parties. Such defense obligation, which shall be managed by the Towing Business, shall arise immediately upon presentation of a Claim by any party and written notice of such Claim being provided to the Towing Business. Payment to the Towing Business by any Indemnified Party or the payment or advance of defense costs by any Indemnified Party shall not be a condition precedent to enforcing such Indemnified Party's rights to indemnification hereunder. The Towing Business's duties to indemnify, defend and hold harmless pursuant to this Agreement shall survive the either the expiration or earlier termination of this Agreement until such time as any legal action against the Indemnified Parties for any such matters indemnified hereunder are fully and finally barred by all applicable statutes of limitation or statutes of repose. Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit the Towing Business's duties to indemnify, defend or hold harmless pursuant to this Agreement.

- 18.1.3 Disputes between the City and the Towing Business Concerning this Contract. Disputes between the Towing Business and the City concerning the provision of towing services to the City of Covina pursuant to this Agreement are excluded from the duty to indemnify, defend and hold harmless.

18.2.0 **LIABILITY INSURANCE**

- 18.2.1 The Towing Business shall, at its own cost and expense, maintain policies of insurance affording protection against third party bodily injury liability and property damage liability occasioned by reason of the providing of towing services, impoundment and storage of vehicles. The minimum insurance established for the following categories are:

18.2.1.1 General Liability Insurance – a comprehensive general liability insurance policy with a combined single limit for bodily injury and property damage of not less than Two Million Dollars (\$2,000,000.00).

18.2.1.2 Commercial Business Automobile Liability (as required by California Vehicle Code Section 16500.5) - Bodily injury and property damage with a combined single limit of not less than Two Million Dollars (\$2,000,000). The Policy shall also include owner, non-owner, and hired auto coverage.

18.2.1.3 Uninsured Motorist – Legal minimum, combined single limits.

- 18.2.1.4 On-Hook Coverage – Insuring the vehicle in tow with limits based on the size of the tow truck.
 - a.) Class A Tow Truck \$25,000
 - b.) Class B Tow Truck \$50,000
 - c.) Class C Tow Truck \$100,000
 - d.) Class D Tow Truck \$100,000
- 18.2.1.5 Garage Liability – Includes premises and operations. Coverage for bodily injury and property damage with a combined single limit of not less than Two Million Dollars (\$2,000,000).
- 18.2.1.6 Garage Keepers Liability – Shall be the same minimum as On-Hook Coverage for vehicles in the care, custody and control of the operator in the storage yard.
- 18.2.2 The Towing Business shall not perform any services pursuant to this Agreement unless and until all insurance policies and coverage set forth herein are obtained and copies of said policies, endorsements and certificates are provided to the City of Covina in accordance with the provisions specified herein. The Towing Service shall obtain and maintain at all times in full force and effect during the term of this Agreement all insurance policies and coverage listed above. The Towing Business further agrees to submit to the Covina Police Department certificates of insurance and endorsement pages providing that said policies shall not be canceled prior to the termination of this Agreement as well as naming the City of Covina, its elected and appointed officials, officers, employees and agents as additional named insureds under the policies. The Towing Business shall deliver a copy of all policies, endorsements and certificates to the Covina Police Department, subject to the approval of the City Attorney as to form, no later than two (2) weeks prior to the effective date of this Agreement.
- 18.2.3 Coverage is to be provided by insurers admitted/authorized to do business in the state of California and approved by the City. Defense coverage must be in addition to policy limits. If umbrella coverage is used, it must include drop down coverage if underlying coverage does not apply, and the umbrella policy must have the same starting and ending date as the primary policy.
- 18.2.4 The Towing Business shall have the sole right to select its insurance carrier, provided such carrier lawfully transacts business in the State of California. However, all insurance required by this Agreement must be issued by companies admitted to do business in California, rated “A” or better in the most recent edition of Best’s Key Rating Guide, unless these

requirements are waived by the City Attorney of the City due to unique circumstances. In the event the City Attorney determines that the work or services to be performed under this Agreement creates an increased risk of loss to the City, the Towing Business agrees that the minimum limits of any insurance policies and/or performance bond required by this Agreement may be changed accordingly upon receipt of written notice from the City Attorney.

- 18.2.5 The Towing Business further agrees that its insurance shall be primary insurance with respect to any claims, losses, or liability arising from the provision of towing services by the Towing Business pursuant to this Agreement, and that the insurance or self-insurance carried by the City shall be excess and not contributory with the insurance provided by the Towing Business. The Towing Business further agrees to provide an endorsement to its insurance policies with such language. The Towing Business further agrees to notify City in writing at least thirty (30) days prior to any cancellation or reduction in coverage in the Towing Business's insurance coverage for any insurance providing coverage for the services relating to this Agreement. The Towing Business further agrees that it will provide the City with prompt and timely notice of any Claim made or suit instituted arising from or any way related thereto.

19.0.0 **WORKER'S COMPENSATION INSURANCE**

- 19.1.0 The Towing Business further agrees to, at its own cost expense, maintain a policy of Worker's Compensation insurance providing coverage of persons employed by the Towing Business in connection with work performed in, upon, or around the vehicle to be towed, stored or impounded during the period covered this Agreement.

20.0.0 **ASSIGNMENT OR TRANSFER OF SERVICE CONTRACT**

- 20.1.0 The Towing Business shall not assign or transfer in whole or in part the service to be performed by the provisions of this Agreement unless prior written consent of the Chief of Police of the Covina Police Department or his/her designated representative has been received.

21.0.0 **RISK**

The Towing Business assumes all risk in the event of damage, theft, fire of the vehicles or any property towed and stored by the Towing Business, its employees or agents. Any and all claims, demands or liability arising out of or encountered in connection with this service shall be borne by the Towing Business.

22.0.0 **REMOVAL FROM THE AUTHORIZED LIST**

22.1.0 Compliance with Agreement

22.1.1 The Towing Business agrees that failure to comply with the terms and conditions of this Agreement shall be cause for WRITTEN WARNING, SUSPENSION OR TERMINATION OF THIS TOWING SERVICE AGREEMENT.

The Covina Police Department Traffic Division Supervisor will investigate alleged violations of this Agreement. The Towing Business will be notified of the findings within thirty (30) days of the initiation of the investigation.

22.2.0 Disciplinary Action – Suspension of Agreement

22.2.1 The Traffic Division Supervisor shall use the following guidelines for action against the Towing Business if found in violation of this Agreement. This is only a guide, with the Traffic Division Supervisor having discretion for serious violations, such as criminal offenses.

22.2.1.1 1st Violation within 12 consecutive months
WRITTEN WARNING

22.2.1.2 2nd Violation within 12 consecutive months
30 day SUSPENSION

22.2.1.3 3rd Violation within 12 consecutive months
90 day SUSPENSION

22.2.1.4 4th Violation within 12 consecutive months
1 year SUSPENSION

22.2.2 The Traffic Division Supervisor with approval of the Chief of Police shall have the authority to immediately SUSPEND the Towing Business where its conduct is deemed, in the Chief of Police's sole and absolute discretion, to be a danger to the public or where it has engaged in conduct constituting a gross violation of this Agreement.

22.2.3 In the event the Covina Police Department serves the Towing Business with a notice of suspension, the Towing Business may request a hearing within seven (7) calendar days by submitting a request in writing to the Traffic Division Supervisor. The hearing shall be held as soon as practicable. The hearing shall be conducted by the Traffic Division Supervisor, or his/her designee, and the Towing Business shall be entitled to present all relevant facts, evidence and circumstances in support of its

position. The Towing Business shall be notified in writing of the Traffic Division Supervisor's, or his/her designee's, final decision concerning the suspension within seven (7) calendar days of the date of the hearing.

22.2.4 If the Towing Business is dissatisfied with the Traffic Division Supervisor's decision concerning a suspension, the Towing Business may request an appeal by submitting a request in writing to the Patrol Bureau Commander within seven (7) calendar days. If an appeal is requested, it shall be held as soon as practicable. The appeal shall be conducted by the Patrol Division Commander or his/her designee. The operator shall be notified in writing within seven (7) calendar days from the date of the hearing. The Patrol Division Commander's decision with the approval of the Chief of Police shall be subject to no further Administrative Appeal.

22.2.5 A suspension shall not take effect until the hearing and administrative appeal process has been exhausted, except where there are grounds for immediate suspension as set forth in Section 22.2.2 above. If the Towing Business fails to request a hearing or appeal within the specified time, or fails to appear at a scheduled hearing or appeal, the action taken by the Traffic Division Supervisor, or his/her designee, shall be final and the suspension shall take effect upon written notification to the Towing Business by the Traffic Division Supervisor, with the approval of the Chief of Police.

22.2.6 The following non-exhaustive list of acts shall be considered grounds for suspension or termination of this Agreement:

22.2.6.1 The Towing Business, its agents or employees obtained this Agreement by the use of fraud, trickery, dishonesty or forgery; or

22.2.6.2 The Towing Business, its agents or employees stopped on any street, highway or other public thoroughfare to render assistance for a disabled vehicle without being requested by the driver or Police Department; or

22.2.6.3 The Towing Business, its agents or employees have conspired with any person to defraud any owner of any vehicle, or any insurance company, or any other person financially interested in the cost of towing, impound or storage of any vehicle; or

22.2.6.4 The Towing Business, its agents or employees remove a vehicle involved in a collision prior to the arrival of the Police; or

- 22.2.6.5 The Towing Business, its agents or employees are known to have acted in a rude or arrogant manner toward any owner of a vehicle towed, impounded or stored; or
- 22.2.6.6 The Towing Business, its agents or employees fail to comply with any provision of this Agreement; or
- 22.2.6.7 Repeated or flagrant violations of the provisions of the law by a driver, agent or employee of the Towing Business occur; or
- 22.2.6.8 The Towing Business demonstrates a pattern of failing to answer calls, respond promptly to calls, or to maintain reasonably clean and orderly storage facilities.

23.0.0 **TOW COMPANY / POLICE DEPARTMENT COMMUNICATIONS**

The Traffic Division Supervisor or his/her designee shall conduct meetings to discuss issues of concern with respect to performance by the Towing Business under this Agreement. These meetings shall be mandatory for the Towing Business. The Covina Police Department shall give the operator fifteen (15) days written notice of these meetings.

24.0.0 **LENGTH OF TOW AGREEMENT/TERMINATION**

24.1.0 The length/term of this Agreement is indicated on the signature page, which is attached and incorporated herein by reference.

24.2.0 This Agreement may be terminated by either party without cause, by giving at least thirty (30) days written notice to the other party.

24.3.0 This Agreement may be terminated by the City, for cause (including, but not limited to, those grounds listed in Section 22.2.6 above and Sections 24.4.0 and 25.1.1 below), by giving at least seven (7) days written notice to the Towing Business, however, the Towing Business shall be entitled to the hearing and appeal rights set forth in Sections 22.2.3 and 22.2.4 above. Termination for cause pursuant to this paragraph shall be effective upon expiration of the seven (7) days' notification period set forth above.

24.4.0 In the event the Towing Business, or any of its officers, directors, shareholders, employees, agents, subsidiaries, or affiliates is convicted; (i) of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of a contract or subcontract; (ii) under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and

directly affects responsibility as a public consultant or contractor; or (iii) under state or federal antitrust statutes arising out of the submission of bids or proposals; or for any other cause the City determines to be so serious and compelling as to affect provider's responsibility as a public consultant or contractor, including but not limited to, debarment by another governmental agency, then the City may terminate this Agreement pursuant to Section 24.3.0 above, or may impose such other sanctions (which may include financial sanctions, temporary suspensions, or any other condition deemed appropriate short of termination) as it deems proper.

24.5.0 Upon receipt of the notice of termination from the City, the Towing Business must immediately cease all work or services except as may be specifically approved by the City. The Towing Business will be entitled to compensation for all services rendered prior to the effectiveness of the notice of termination and for additional services specifically authorized by the City. The City will be entitled to reimbursement for any expenses that have been paid for but not rendered.

25.5.0 **CONFLICT OF INTEREST**

25.5.1 No officer or employee of the City may have any financial interest, direct or indirect, in this Agreement, nor may any officer or employee participate in any decision relating to this Agreement that affects the officer or employee's financial interest or the financial interest of any corporation, partnership or association in which the officer or employee is, directly or indirectly interested, in violation of any law, rule or regulation.

No person may offer, give, or agree to give any officer or employee or former officer or employee of the City, nor may any officer or employee of the City solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any way pertaining to any program requirement, contract or subcontract, or to any solicitation or proposal.

26.0.0 **FORCE MAJEURE**

26.1.0 If any party fails to perform its obligations because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or

other casualty, or other causes beyond the reasonable control of the party obligated to perform, then that party's performance will be excused for a period equal to the period of such cause for failure to perform.

27.0.0 **NOTICES**

27.1.0 Any notice required to be given under this Agreement shall be given by placing such notice in the United States mail, postage prepaid, addressed as follows:

Towing Business:	City:
Jan's Towing, Inc. P. O. Box 67 Glendora, CA 91740	Covina Police Department Attn: Chief of Police 444 N. Citrus Avenue Covina, CA 91723-2065
Attorney For Jan's Towing, Inc. Driskell and Gordon 244 S. Glendora Avenue, Suite F Glendora, CA 91741	City Attorney for City of Covina c/o Best Best & Krieger LLP 18101 Von Karman Ave Suite 1000 Irvine CA, 92612

or to such other address as may be indicated by notice in writing. 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.

28.0.0 **AUTHORITY TO ENTER AGREEMENT.**

28.1.0 The City and the Towing Business warrant that the individuals who have signed this Agreement have the legal power, right and authority to enter into this Agreement so as to bind each respective party to perform the conditions contemplated herein.

29.0.0 **SEVERABILITY.**

29.1.0 If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect.

30.0.0 **ATTORNEYS' FEES AND COSTS.**

30.1.0 If any legal action or other proceeding is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default, or misrepresentation in connection with any provisions of this Agreement, the prevailing party, as determined by the court, shall be entitled to

recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.

31.0.0 **GOVERNING LAW AND VENUE.**

31.1.0 This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any lawsuit brought to enforce this Agreement shall be brought in the appropriate court in Los Angeles County, State of California.

32.0.0 **WAIVER.**

32.1.0 No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be deemed a waiver and no waiver shall be binding unless executed in writing by the party making the waiver.

33.0.0 **DAYS.**

33.1.0 Any term in this Agreement referencing time, days, or period for performance shall be deemed to be calendar days and not working days.

34.0.0 **ENTIRE AGREEMENT.**

34.1.0 This Agreement contains the entire agreement of the City and the Towing Business and supersedes any prior oral or written statements or agreements between the City and the Towing Business. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by both the City and the Towing Business. The Towing Business represents that it has conducted all due diligence and investigation prior to entering into this Agreement, and has not relied upon any representations that are not set forth herein as an inducement to enter into this Agreement.

35.0.0 **AGREEMENT BINDING ON ASSIGNS.**

35.1.0 Each and all of the terms, covenants and conditions of this Agreement shall be binding on and shall inure to the benefit of the successors and assigns of the City and the Towing Business.

36.0.0 **CAPTIONS.**

36.1.0 The captions of the various sections, articles and/or paragraphs of this Agreement are for the convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement or of any part or parts of this Agreement.

37.0.0 **CONSTRUCTION.**

37.1.0 In all cases, the language in all parts of this Agreement shall be construed simply, according to its fair meaning and not strictly for or against any party, it being agreed that the City and the Towing Business or their respective agents have all participated in the preparation of this Agreement.

38.0.0 **COOPERATION / FURTHER ACTS.**

38.1.0 The City and the Towing Business shall fully cooperate with one another in attaining the purposes of this Agreement and, in connection therewith, shall take any such additional further acts and steps and sign any such additional documents as may be necessary, appropriate and convenient as related thereto.

CITY OF COVINA
AGENDA ITEM COMMENTARY

MEETING DATE: January 20, 2015

ITEM NO.: CC 13

STAFF SOURCE: Catherine LaCroix, Chief Deputy City Clerk 

ITEM TITLE: City Council to consider adoption of a Resolution requesting a budget transfer from the elections budget to the records management budget; and authorize staff to purchase necessary storage devices for the City's permanent documents and begin process of document restoration

STAFF RECOMMENDATION

This item is before City Council to consider **Resolution No. 15-7314**, authorizing a budget transfer from the elections budget to the records management division budget in order to implement a proactive plan to maintain and preserve the City's vital permanent records.

FISCAL IMPACT

The total budget for the general municipal election is \$76,520, less approximately \$5,000 for publication notices, election consultant fees and Los Angeles County Register-Recorder fees, leading up to the cancellation of the election. Staff is requesting a \$50,000 budget transfer from the elections budget (10100600 51005) to the records management budget (10100700 51005) to purchase proper storage devices for the City's permanent documents.

BACKGROUND

The office of the Municipal Clerk is historical in its traditions, serving as a direct link between residents and their local government. The early keepers of archives were often called "rememberers" and before writing came into use, their memory served as the public record. Travel to August 19, 1901, the first handwritten minutes for the City. The small print cursive starts with, "*Board organized, standing committee appointed...*", "*...clerk sit to ensure survey on ordinances introduced...*" This early minute book, along with other similar books rest in our vault; however it is a matter of time before these historical documents deteriorate beyond repair.

Staff attended a training session on the importance of record management guidelines. Some background regarding documents from the early times until about 1850, natural fibers, such as cotton, were used to make paper. This natural fiber paper is fairly stable, but the ink fades quickly. From 1850 through 1993, wood pulp paper was used. This type of paper is extremely acidic and unstable. It is this acidity that is the major cause of paper deterioration, and in the case of Covina original hand-written minute books, has caused these books to crumble to the touch. Kofile preservation demonstrated their ability to digital image, preserve and deacidify original books. Attached to this report is a copy of a preservation project and the final restoration results for the city of Glendora. Staff met with a representative from Kofile and received a restoration estimate and feels at this time better to separate the inventory and start the

process by completing one to two books each fiscal year until complete. This would eliminate excessive budget allotments along with greater quality control of the restorative process.

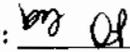
In closing, staff would like to give this analogy that approximately \$600,000 was budgeted toward vehicle maintenance for the 2014-2015 fiscal year; and yet nothing specifically budgeted with respect to the preservation of the city's historical documents. The adoption of Resolution and budget transfer request would allow for the purchase of acid free storage files and boxes for the vault, acid free paper and minute volume books. In addition, and more importantly, it would begin the process of restoration of historical material.

RELEVANCE TO THE STRATEGIC PLAN

Although there is no direct relevance to any current Strategic Plan objectives, it is the objective of staff to set initial procedures of preservation and restoration of the City's permanent records and keeps with the Strategic Plan Goals of fostering innovation and sustainability.

EXHIBITS

- A. Pre-treatment and Post-treatment photos
- B. Resolution 15-7314

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

RESOLUTION NO. 15-7314

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, TO AUTHORIZE A \$50,000 BUDGET TRANSFER FROM THE ELECTIONS BUDGET TO THE RECORDS MANAGEMENT BUDGET IN ORDER TO IMPLEMENT A PROACTIVE PLAN TO MAINTAIN AND PRESERVE THE CITY'S VITAL PERMANENT RECORDS

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 of the City of Covina for fiscal year commencing July 1, 2014 and ending June 30, 2015 was approved on June 17, 2014; and

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

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

WHEREAS, the City Clerk's Office wishes to reallocate funds from the 2015 cancelled general municipal election budget to the records management budget in order to implement a proactive plan to maintain and preserve the City's vital permanent records.

NOW, THEREFORE, BE IT RESOLVED of the City of Covina, California, does hereby resolve as follows:

SECTION 1. Amend the fiscal year 2014-2015 records management department operating budget as follows: \$50,000 from account elections budget (101000600 51005) to the records management budget (10100700 51005) to purchase necessary storage devices for the City's permanent documents and begin the process of document restoration.

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

PASSED, APPROVED AND ADOPTED this 20th day of January 2014.

Peggy Delach, Mayor

ATTEST:

Mary Lou Walczak, City Clerk

APPROVED AS TO FORM:

Marco A. Martinez, City Attorney

CERTIFICATION

I, Catherine M. LaCroix, Chief Deputy City Clerk of the City of Covina, do hereby certify that said Resolution No. 15-7314 was adopted by the City Council of the City of Covina, California, at a regular meeting of the City Council held this 20th day of January, 2015, and was approved and passed by the following vote:

AYES:

NOES:

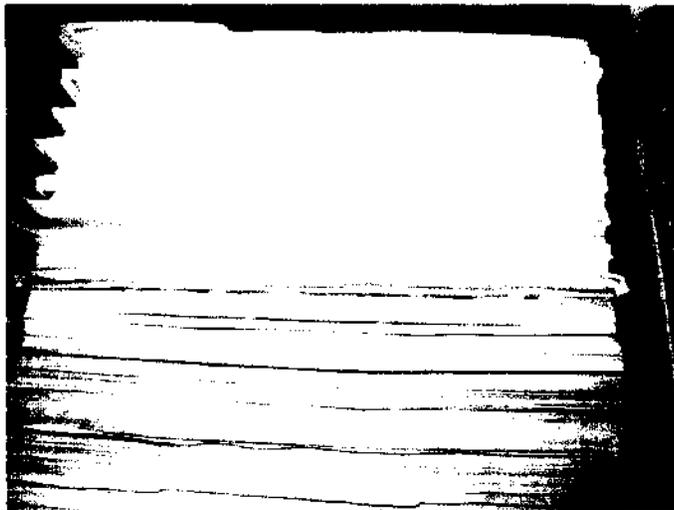
ABSTAIN:

ABSENT:

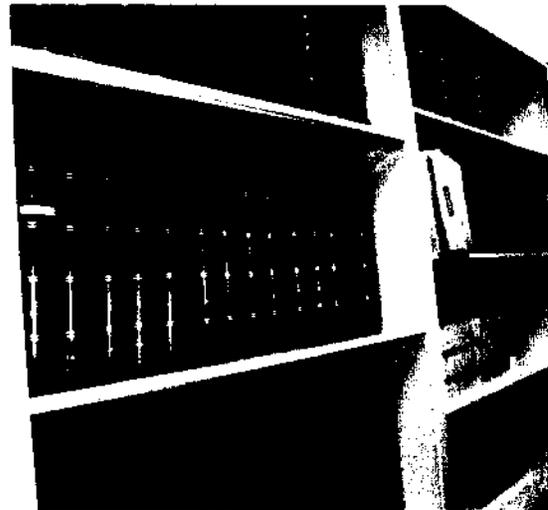
Catherine M. LaCroix, CMC
Chief Deputy City Clerk

City Clerk's Office Document Restoration Project

Currently how the Covina's
minutes are stored in the vault



The City of Glendora's minutes
stored in their vault



Minutes are vital records with a permanent legal retention period under Government Code Section GC 34090(e)

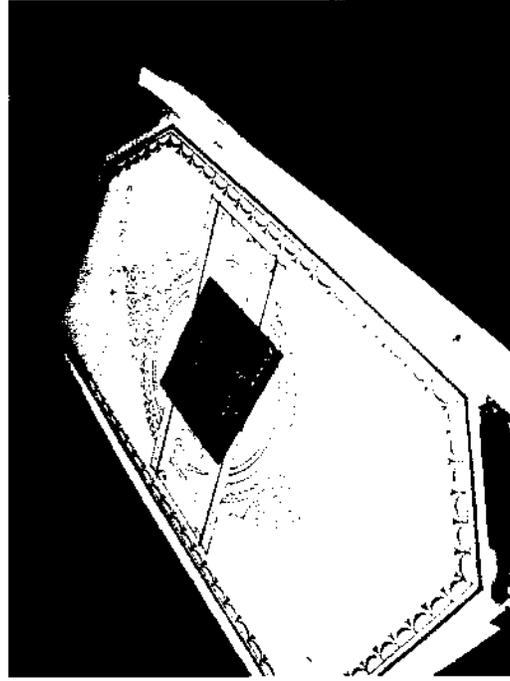
Current condition of minutes



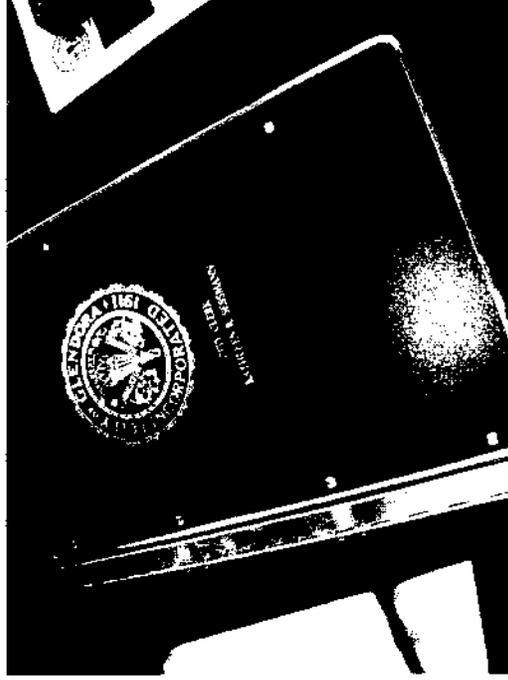
Anticipated final results



Covina's first official record



Sample of document restoration

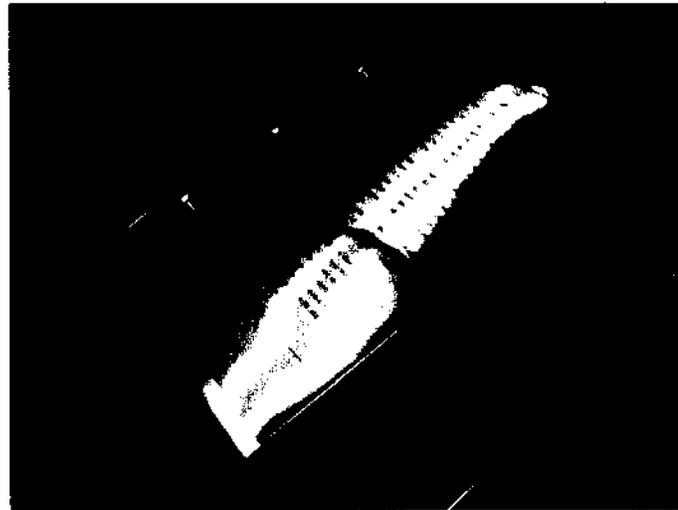


From 1850 – 1993, wood pulp paper was used,
which is extremely acidic and unstable

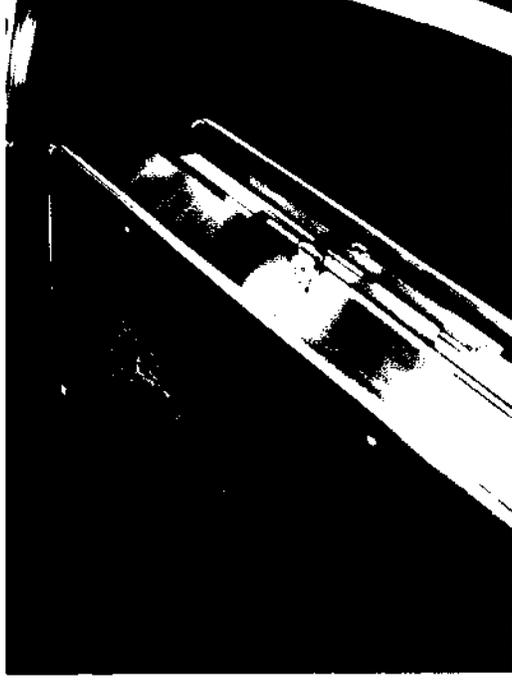
Pre-treatment



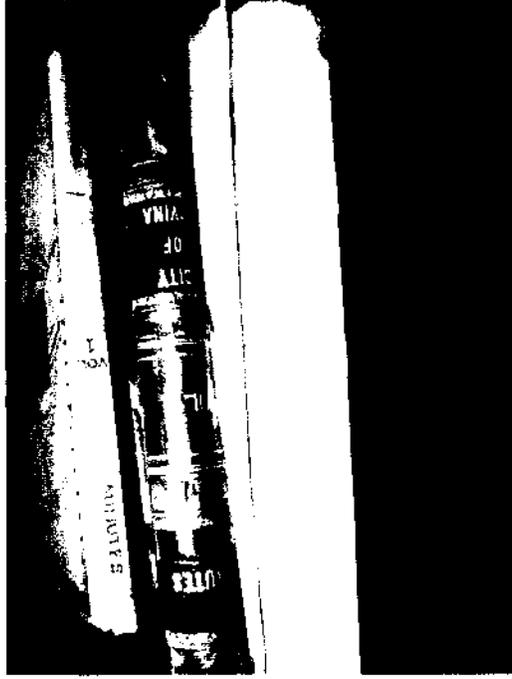
Post-Treatment



Results of preservation



Cost of doing no
preservation



“Agencies need to know what records they have, where the records are kept, the volume, and how the records are used.”

-California Secretary of State



CITY OF COVINA
AGENDA ITEM COMMENTARY

MEETING DATE: January 20, 2015

ITEM NO.:

CC 14

STAFF SOURCE: Marco A. Martinez, City Attorney

ITEM TITLE: City Council to consider adopting a Resolution to amend Resolution No. 14-7309 to extend the appointment of Police Chief Kim Raney to serve as Acting City Manager on a part-time basis for a limited duration

STAFF RECOMMENDATION

City Council to consider **Resolution No. 15-7322**, amending Resolution No. 14-7309 to extend the appointment of Police Chief Raney to serve as Acting City Manager on a part-time basis and for a limited duration.

FISCAL IMPACT

There is no fiscal impact as the adopted administrative budget includes a city manager position.

BACKGROUND

On December 3, 2014 the City Council appointed Police Chief Kim Raney as acting city manager. The council also adopted a resolution clarifying that Chief Raney would continue to serve as Chief of Police and that the Council would oversee both positions. The resolution also provided that the Chief's appointment would last until a new city manager is hired or January 21, whichever is earlier.

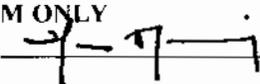
The council is still finalizing its city manager search. As a result, it is necessary to amend Resolution No. 14-7309 to extend the Chief's appointment to March 2, 2015. All other conditions and parameters concerning the temporary appointment remain as described in Resolution No. 14-7309.

RELEVANCE TO THE STRATEGIC PLAN

There is no direct relevance to any current Strategic Plan objectives.

EXHIBITS

A. Resolution 15-7322

REVIEW TEAM ONLY	
City Attorney: <u></u>	Finance Director: <u></u>
City Manager: _____	Other: _____

RESOLUTION NO. 15-7322

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, AMENDING RESOLUTION NO. 14-7309 TO EXTEND THE APPOINTMENT OF POLICE CHIEF KIM RANEY TO SERVE AS ACTING CITY MANAGER ON A PART-TIME BASIS AND FOR A LIMITED DURATION

WHEREAS, pursuant to Resolution No. 14-7309, Kim Raney was appointed Acting City Manager of the City of Covina ("City") on December 3, 2014 on a temporary basis while the City recruits for a permanent full-time replacement; and

WHEREAS, the City Council continues to believe that during the recruitment for a full-time City Manager, a current full-time City employee can serve as Acting City Manager on a part-time basis while continuing to serve full-time in his/her regular position; and

WHEREAS, the City Council desires to extend the appointment of Kim Raney as acting City Manager of the City of Covina while ensuring that Kim Raney's position as Police Chief will remain his primary duty; and

WHEREAS, all previous recitals contained in Resolution No. 14-7309 continue to be true and correct.

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

SECTION 1. Section 1 of Resolution No. 14-7309 is hereby amended to read as follows:

"Kim Raney shall serve as Acting City Manager only for the period of time necessary for the City to recruit a full-time City Manager. Kim Raney's appointment as Acting City Manager shall end on March 2, 2015, or when a new City Manager begins employment with the City, whichever is earlier."

SECTION 2. All other provisions of Resolution No. 14-7309 shall remain in full force and effect.

PASSED, APPROVED AND ADOPTED this 20th day of January, 2015.

Peggy Delach, Mayor

ATTEST:

Mary Lou Walczak, City Clerk

APPROVED AS TO FORM:

Marco A. Martinez, City Attorney

CERTIFICATION

I, Catherine M. LaCroix, Chief Deputy City Clerk of the City of Covina, California, do hereby certify that the forgoing Resolution No. 15-7322 was adopted by the Covina City Council at a regular meeting thereof held on the 20th day of January 2015, by the following vote of the City Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Catherine M. LaCroix, CMC
Chief Deputy City Clerk

CITY OF COVINA
AGENDA ITEM COMMENTARY

MEETING DATE: January 20, 2015

ITEM NO.:

CC 15

STAFF SOURCE: Alex Gonzalez, Interim Public Works Director
Laura Lara, Assistant Civil Engineer

AG

ITEM TITLE: Award Bid for Pre-Qualified On-Call Engineering Services Bench

STAFF RECOMMENDATION

Award contract for pre-qualified on-call engineering services bench to the following firms:

- a) Civiltec of Monrovia, California;
- b) Geo-Advantec of San Dimas, California;
- c) Hamilton and Associates of Torrance, California;
- d) Iteris of Los Angeles, California;
- e) JMDiaz of City of Industry, California;
- f) Johnson-Frank of Anaheim, California;
- g) Kimley-Horn and Associates of Los Angeles, California;
- h) Willdan of City of Industry, California; and
- i) Authorize the Acting City Manager or his designee to execute all related documents on the City's behalf.

FISCAL IMPACT

This item does not have a financial impact. The purpose of the procurement is to develop an on-call engineering services bench that was pre-qualified to submit proposals to the City for future projects. Any funding for future projects assigned to these companies will be identified separately on a project by project basis.

BACKGROUND

Before the recent economic recession, the City retained an in-house part-time engineering consultant for engineering services. During the recession, this engineering consultant contract was eliminated and engineering staff was reduced from 4.5 full time equivalent positions to 2.0 full-time equivalent positions through attrition. Only one full time equivalent position has been available to perform in-house engineering design and review since the retirement of the City Engineer in 2012. Based on the improved economic conditions, which have increased development project submittals, and the backlog of project engineering which cannot be adequately addressed by existing staff, it was recommended by the Interim Public Works Director that the City procure an in-house part-time engineering consultant and a pre-qualified engineering consultant bench that would be available to address multiple projects simultaneously and address City service needs. On October 17, 2014, JMDiaz of City of Industry, California was awarded the in-house part-time engineering services procurement. The on-call engineering services bench has been pre-qualified through a competitive procurement to address specific

projects on an as-needed basis as the City's Engineering Division has a backlog of projects, does not maintain the range of knowledge to serve all of the City's needs, and it is expected that the Public Works Department will be in construction and design on multiple projects simultaneously in 2015/2016 and will need the services of multiple engineering firms on a pre-qualified bench to adequately address all services that will be required to design and construct projects in the coming years.

A request for qualifications (RFQ) was duly noticed and advertised in the local paper of record, advertised on the internet and directly mailed with thirty-four (34) proposals being received by the closing date of August 19, 2014. The procurement for in-house part-time engineering services was awarded in October 2014 and then this on-call bench was evaluated to ensure that the services provided by the in-house firm were complimented by the on-call engineering bench. It was the City's intent to procure at least three firms for each individual engineering service that could be required by the City (Cadastral, Civil, Environmental, Geotechnical, Intelligent Transportation Systems, Landscaping, Materials Testing, Railroad, Structural, Traffic, and Transportation) Proposals were evaluated based on a matrix that ranked the submittals in multiple categories and on price; the scoring rankings and proposal scores are included as Exhibit C and the full list of firms that submitted proposals is included as Exhibit D.

Based on price, experience designated in the proposal that matches with Covina's future needs, the quality of the submitted proposal and the firm's understanding of Covina's project needs; it is proposed that the eight recommended firms be procured as the City's pre-qualified on-call engineering services bench.

RELEVANCE TO STRATEGIC PLAN

The purpose of the pre-qualified on-call engineering services bench is to provide competent, cost-effective and expeditious services to the City and the public. In this way, while not directly responsive to any of the currently identified objectives of the Strategic Plan the activities which are reported on herein support all of the specific Strategic Plan's Goals: Enhance financial well-being; Enhance safety and quality of life in Covina; Foster innovation, efficiency and sustainability; and Enhance customer service.

EXHIBITS

- A. Sample Professional Services Agreement that will be Used for all Contracts
- B. Submitted Proposals for the Eight Proposed Firms, including the detailed pricing proposal for each, are on-file in the City Clerk's Office
- C. On-Call Engineering Bench – RFQ Rankings
- D. On-Call Engineering Bench – Firm Summaries

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

**EXHIBIT A:
CITY OF COVINA
SAMPLE PROFESSIONAL SERVICES AGREEMENT**

1. PARTIES AND DATE.

This Agreement is made and entered into this TWENTIETH day of JANUARY, 2015 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 [INSERT CONTRACTOR NAME], a CORPORATION with its principal place of business at [INSERT ADDRESS], CA [INSERT ZIP] (“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 ON-CALL ENGINEERING SERVICES BENCH 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 TO SUPPORT THE CITY’S ENGINEERING DIVISION on projects as they may arise and are procured (“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 ENGINEERING 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 JANUARY 20, 2015 TO JUNE 30, 2019, WITH THE OPTION OF TWO ONE (1) YEAR EXTENSIONS, 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: [Insert designated personnel].

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

3.2.6 Consultant's Representative. Consultant hereby designates [INSERT COMPANY DESIGNEE], 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 future submitted proposals and Exhibit “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*: \$1,000,000 MINIMUM; 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 MINIMUM; 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 MINIMUM; per accident for bodily injury or disease. Defense costs shall be paid in addition to the limits.

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

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

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

A. General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) using ISO CG forms 20 10 and 20 37, or endorsements providing the exact same coverage, the City of Covina, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Services or ongoing and completed operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work; and (2) using ISO form 20 01, or endorsements providing the exact same coverage, the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any excess insurance shall contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the City, before the City's own primary insurance or self-insurance shall be called upon to protect it as a named insured. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 3.2.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.2.11.4(A).

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

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

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

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

3.2.11.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Consultant shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its directors, officials, officers, employees, agents, and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

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

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

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

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

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

3.2.13 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "B" attached hereto and incorporated herein by reference. 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. For tasks assigned and for which compensation is on an hourly basis, 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.

3.4 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 Covina 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:

[INSERT CONSULTANT INFORMATION]

City:

City of Covina
125 E. College St.
Covina, CA 91723
Attn: PUBLIC WORKS DIRECTOR

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 attorney's 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. The placement of the consultant on this engineering services bench does not guarantee that the consultant will be awarded work, this bench is an opportunity for competitive prequalification of firms and all future projects will be awarded under the provisions of the Covina Municipal Code and any applicable State and Federal requirements.

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, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.6.8 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

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

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

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

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

3.6.13 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely

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

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

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

3.6.16 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

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

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

**Signature Page for Professional Services Agreement
Between the CITY OF COVINA
and [insert consultant]**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the 20th day of January, 2015.

CITY OF COVINA

By: _____
Kim J. Raney
Acting City Manager

Attest: _____
Catherine La Croix
Senior Deputy City Clerk

[INSERT CONSULTANT]

By: _____
(Signature)

Name *(Print)*

Title *(Print)*

By: _____
(Signature)

Name *(Print)*

Title *(Print)*

EXHIBIT "A"
SCOPE OF SERVICES

The CONSULTANT, as part of the competitively prequalified on-call engineering services bench, once procured on a project in a manner consistent with the Covina Municipal Code and State and Federal regulations, will provide any and all professional engineering services that they are licensed and experienced to perform as detailed in their proposal, which may include but not be limited to the following general engineering categories: Cadastral, Civil, Environmental, Geotechnical, Intelligent Transportation Systems, Landscape, Materials Testing, Railroad, Soils, Structural, Traffic, and Transportation Engineering.

Detailed services provided and performance milestones will be detailed in future project specific agreements, as projects are competitively awarded from the pre-qualified bench and procured in accordance with the Covina Municipal Code, State and Federal regulations.

All forms, databases, GIS files, documents, reports and materials created by the consultant for the City become the property of the City. Data, documents, forms, templates, outreach, or informational materials shall be provided in original editable files to the City.

**EXHIBIT "B"
COMPENSATION**

[INSERT COMPENSATION RATES FOR EACH CONSULTANT]

**EXHIBIT B:
SUBMITTED PROPOSALS**

Proposals submitted by the following firms are on file in the City Clerk's office:

- a) Civiltec of Monrovia, California;
- b) Geo-Advantec of San Dimas, California;
- c) Hamilton and Associates of Torrance, California;
- d) Iteris of Los Angeles, California;
- e) JMDiaz of City of Industry, California;
- f) Johnson-Frank of Anaheim, California;
- g) Kimley-Horn and Associates of Los Angeles, California; and
- h) Willdan of City of Industry, California.

**EXHIBIT C:
ON-CALL ENGINEERING BENCH -RFQ RANKINGS**

<i>Company</i>	<i>Proposal Rank</i>	<i>Exp./Fit Rank</i>	<i>Cost Rank</i>	<i>Final Ranking</i>
Group One				
Geo-Advantec	1	1	1	1.00
Hamilton and Associates	1	1	1	1.00
Iteris	1	1	1	1.00
JMD	1	1	1	1.00
Johnson-Frank	1	1	1	1.00
Kimley Horn	1	1	1	1.00
Group Two				
Civiltec	1	1	2	1.33
Willdan	1	1	2	1.33
Group Three				
Advantec	1	2	2	1.67
Civil Works	2	2	1	1.67
David Evans and Associates	2	1	2	1.67
Fugro	2	2	1	1.67
Hushmand Associates	2	2	1	1.67
TKE	2	2	1	1.67
Group Four				
Aufbau	2	1	3	2.00
CASC	3	1	2	2.00
DKS	2	2	2	2.00
Earth Systems	3	2	1	2.00
KOA	3	2	1	2.00
Leighton	3	2	1	2.00
Onward	3	2	1	2.00
Transtech	2	2	2	2.00
Group Five				
DR Consultants	2	2	3	2.33
HR Green	2	2	3	2.33
Linscott, Law and Greenspan	3	1	3	2.33
NB Consulting	3	3	1	2.33
Owen	2	2	3	2.33
RICK	3	2	2	2.33
TTG	2	2	3	2.33
Twining	3	2	2	2.33
Group Six				
MTGL	3	3	2	2.67
Group Seven				
BKF	3	3	3	3.00
CTE South	3	3	3	3.00
Quantum Consulting	3	3	3	3.00

**EXHIBIT D:
ON-CALL ENGINEERING BENCH – FIRM SUMMARIES**

Company	Office Location	Services Provided
Advantec	Diamond Bar	Civil, Traffic, Transportation, Intelligent Transportation Systems
Aufbau	Glendale	Civil, Structural, Traffic, Transportation
BKF	Irvine	Cadastral, Civil
CASC	Burbank	Civil, Cadastral, Environmental
Civil Works	Costa Mesa	Civil
Civiltec	Monrovia	Civil, Cadastral, Geotechnical, Railroad, Soils, Materials Testing, Traffic
CTE South	Riverside	Geotechnical, Soils, Materials Testing
David Evans and Associates	Ontario	Civil
DKS	Pasadena	Traffic, Transportation, Intelligent Transportation Systems
DR Consultants	Los Angeles	Full-service
Earth Systems	Pasadena	Geotechnical, Soils, Materials Testing
Fugro	Los Angeles	Geotechnical, Soils, Materials Testing
Geo-Advantec	San Dimas	Geotechnical, Soils, Materials Testing
Hamilton and Associates	Torrance	Geotechnical, Soils, Materials Testing
HR Green	Orange	Full-service
Hushmand Associates	Irvine	Geotechnical, Soils, Materials Testing
Iteris	Los Angeles	Traffic, Transportation, Intelligent Transportation Systems
JMD	City of Industry	Cadastral, Civil, Railroad, Traffic
Johnson-Frank	Anaheim	Cadastral
Kimley Horn	Los Angeles	Full-service
KOA	Gardena	Civil, Traffic, Transportation
Leighton	Rancho Cucamonga	Geotechnical, Soils, Materials Testing
Linscott, Law and Greenspan	Pasadena	Traffic and Transportation
MTGL	Anaheim	Geotechnical, Soils, Materials Testing
NB Consulting	Irvine	Cadastral, Civil, Traffic
Onward	Anaheim	Full-service
Owen	Los Angeles	Cadastral, Civil, Geotechnical, Railroad, Soils, Traffic
Quantum Consulting	Torrance	Full-service
RICK	Lake Forest	Full-service
TKE	Riverside	Full-service
Transtech	Chino	Full-service
TTG	Pasadena	Full-service
Twining	Long Beach	Geotechnical, Soils, Materials Testing
Willdan	City of Industry	Full-service

CITY OF COVINA
AGENDA ITEM COMMENTARY

MEETING DATE: January 20, 2015

ITEM NO.: CC 16

STAFF SOURCE: Kim Raney, Acting City Manager
Lisa Brancheau, Assistant to the City Manager *LB*

ITEM TITLE: City Council to adopt **Resolution No. 15-7323**, to approve an employment agreement with retired PERS annuitant for Human Resources Director Services for a limited duration

STAFF RECOMMENDATION

Adopt **Resolution No. 15-7323** of the City Council of the City of Covina appointing Robert A. Blackwood as Interim Human Resources Director and approving employment contract.

FISCAL IMPACT

The total contract amount will not exceed \$69,235.20 which is based on a not to exceed maximum of 960 hours at a pay rate of \$72.12 per hour. Funding for the agreement will come from the Human Resources Consulting account no. 10100800-51005.

BACKGROUND

Due to the recent vacancy of the Human Resources Director position, an Interim Human Resources Director consultant has been selected to fill the position, pending Council approval. The consultant is available to begin as early as January 21, 2015.

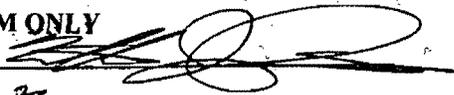
The impending recruitment for a permanent Human Resources Director replacement is expected to be undertaken immediately.

RELEVANCE TO THE STRATEGIC PLAN

There is no direct relevance to the Strategic Plan.

EXHIBITS

- A. Resolution No. 15-7323
- B. Robert A. Blackwood Resume

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

RESOLUTION NO. 15-7323

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINA APPOINTING ROBERT A. BLACKWOOD AS INTERIM HUMAN RESOURCES DIRECTOR AND APPROVING EMPLOYMENT CONTRACT

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

WHEREAS, the position of Human Resources Director became vacant on January 5, 2015; and

WHEREAS, to ensure the efficient continued operation of the City's human resources department, the City Council desires to retain the services of Robert A. Blackwood, a retired member of CalPERS, to serve as Interim Human Resources Director, effective January 20, 2015 and

WHEREAS, Robert A. Blackwood has over thirty years of human resource management experience with an extensive history in heading municipal human resource departments; and

WHEREAS, pending the recruitment, selection and employment of a Human Resources Director, the City desires to appoint Robert A. Blackwood as Interim Human Resources Manager, pursuant to the authority provided under Government Code Section 21221(h), to provide the leadership, managerial and organization skills necessary to manage the City's Human Resources Department effectively and efficiently; and

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

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

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

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

- (a) All facts set forth in the Recitals to this Resolution are true and correct; and

EXHIBIT A - 7 pages total

(b) Robert A. Blackwood has the specialized skills needed to perform the work required of the Interim Human Resources Director until a permanent Human Resources Director is appointed and thereafter begins his or her service; and

(c) It is in the best interests of the City of Covina to enter into an employment agreement with and to appoint Robert A. Blackwood as Interim Human Resources Manager for the City of Covina pursuant to the authority provided under Government Code Section 21221(h).

SECTION 2. Robert A. Blackwood is appointed as Interim Human Resources Manager and of the City of Covina in accordance with Government Code Section 21221(h) and with the provisions of the employment agreement on file with the City Clerk.

SECTION 3. The employment agreement with Robert A. Blackwood, a copy of which is on file with the City Clerk, is approved by the City Council of the City of Covina, effective January 20, 2015.

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

PASSED, APPROVED AND ADOPTED this 20th day of January, 2015.

Peggy Delach, Mayor

ATTEST:

Mary Lou Walczak, City Clerk

APPROVED AS TO FORM:

Marco A. Martinez, City Attorney

EXHIBIT A
LIMITED-TERM APPOINTMENT AGREEMENT
(CALPERS RETIREES)

**CITY OF COVINA
LIMITED-TERM APPOINTMENT AGREEMENT
(CALPERS RETIREES)**

Dear Robert A. Blackwood:

If accepted by you and approved by the City Council, this agreement represents the terms of your appointment as interim Human Resources Director with the City of Covina ("City"). In light of your status as a CalPERS retiree, this is a limited-term appointment subject to the requirements set forth in this letter.

This agreement is made in light of the sudden departure of the past Human Resources Director, and the need to maintain current Human Resources Director services to the City of Covina staff. We have determined that your employment during this time is necessary in order to prevent the stoppage of public business.

The terms of this agreement include:

- The term of your appointment will be from January 20, 2015 until such time as a permanent replacement for the position of Human Resources Director has been selected, or if earlier, the City Council terminates this agreement.
- Your rate of pay in the position will be an hourly salary of \$72.12.
- You will not receive any further payments or benefits other than the hourly rate unless required by state or federal law.
- Your hours **cannot exceed 960 hours** in a fiscal year (inclusive of all hours worked for any CalPERS employer).

The City and you make this agreement with the mutual understanding that the appointment complies with the requirements applicable to the employment of CalPERS retirees, as codified in Government Code Sections 7522.56 and 21221(h). Specifically, an appointment under Sections 7522.56 and 21221(h) is permissible if all of the following requirements are met:

- (1) The appointment is made by the City Council;
- (2) The appointment is to a vacant position during recruitment for a permanent appointment;
- (3) The appointment is either during an emergency to prevent stoppage of public business or because the retiree has specialized skills needed in performing the work;
- (4) The retiree is appointed to the vacant position no more than once;
- (5) The compensation received by the retiree is not more than the maximum monthly base salary paid to other employees performing comparable duties as listed on the City's publicly available pay schedule, reflected as an hourly rate by dividing the monthly base pay by 173.333;
- (6) The compensation paid to the retiree is limited to the hourly rate and no other benefits may be provided;
- (7) The total hours worked by the retiree in a fiscal year, for all CalPERS employers, cannot exceed 960 hours;

- (8) The retiree cannot have received unemployment insurance payments in the prior 12-month period arising from work performed as a retiree for any public employer; and
- (9) For any retirees with a retirement effective date on or after January 1, 2013, the appointment must occur at least 180 days following the date of retirement unless the employer certifies that the appointment is necessary to fill a critically needed position before 180 days have expired and the governing body approves the appointment in a public meeting.

With respect to the requirement at (1), your appointment to the position of interim Human Resources Director will not be effective unless and until it is approved by resolution of the City Council.

In addition, the City, in good faith, has determined that your appointment meets (2) – (7) of the foregoing requirements as follows:

- (2) If approved, your appointment will be to the vacant Human Resources Director position during the City's recruitment for a permanent appointment;
- (3) This appointment is made because we have determined that your employment during this time is necessary in order to prevent the stoppage of public business.
- (4) If approved, the appointment will be a one-time appointment and will not be renewed.
- (5) The compensation you will receive is no more than the maximum monthly base salary paid to other employees performing comparable duties as listed on the City's publicly available pay schedule divided by 173.333 to determine an hourly rate.
- (6) Your compensation consists of the hourly rate only; no further benefits will be provided.
- (7) Your hours will not exceed 960 hours in a fiscal year.

By executing this agreement, you are also, in good faith, determining that your appointment meets each of the foregoing requirements, including the unemployment insurance requirement noted at (8) above. That is, while the City is not in a position to do so, by signing the acknowledgment at the conclusion of this agreement you are certifying that you have not received unemployment insurance payments within the past 12 months arising from work performed as a retiree for any public employer. Further, by signing this agreement, you are confirming that the 180 day waiting period described in (9) above does not apply to you.

Notwithstanding (6) above, the City has no way of monitoring the hours that you work for another CalPERS employer. As such, it is your responsibility to ensure that the total hours worked for the City and any other CalPERS employer do not exceed 960 hours during the fiscal year.

There is no right to public employment expressed by this agreement. All limited-term appointments are subject to the business necessity of the City and are at-will; therefore, the appointment may end with or without cause or advance notice.

Robert A. Blackwood, we welcome you to your limited-term appointment with the City and extend our best wishes for your success in the interim Human Resources Director position.

If you have additional questions or comments feel free to contact me directly.

Sincerely,

Peggy Delach, Mayor
City of Covina

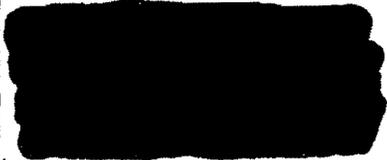
Acknowledgment:

I, Robert A. Blackwood, agree to this Limited-Term Appointment Agreement (CalPERS Retiree), and hereby warrant that I understand and agree with all of the terms and conditions of employment as set forth in this letter. Further, I hereby certify to the City of Covina that I have not received unemployment insurance payments within the past 12 months arising from work performed as a retiree for any public employer. I also confirm that the 180 day waiting period described above does not apply to me.

Robert A. Blackwood

Date: _____

ROBERT A. BLACKWOOD



Professional Experience

Feb 2014 - Sept 2014

Interim Human Resources Officer

City of Carson, California

Serve in Interim capacity to perform all functions of the City's Human Resources and Risk Management Division.

Jun 2013 - Nov 2013

Interim Director of Human Resources & Risk Management

City of Lynwood, California

Serve in Interim capacity to perform all functions of the City's Human Resources and Risk Management Department.

May 2011 - Apr 2013

**Interim Deputy City Manager/Administrative Services
(Human Resources & Risk Mgmt Director)**

City of Glendora, California

Serve in Interim capacity to perform all functions of the City's Human Resources and Risk Management Department.

May 1997 - May 2, 2011
(Retired)

Director of Human Resources & Risk Management

City of Monterey Park, California

Lead, plan, organize, direct and coordinate a comprehensive human resources capital and risk management program.

Support the mission of the organization by leading the City's human resources department in providing recruitment, selection, employee orientation, classification, salary, labor relations, training, performance evaluation, counseling, and grievance resolution programs. Serve as lead negotiator in labor relations for the City's seven recognized employee organizations including sworn police, police management, sworn fire, fire management, general employees and mid-management units. Direct and conduct studies and surveys toward development of salary, benefit and cost data for management proposals; implement and monitor Memoranda of Understanding. Coordinate the City's medical insurance program CalPERS. Direct the placement of City's dental, life and long term disability insurance (presently utilizing the resources of the ICRMA benefits pool).

Lead and direct the City's liability and workers' compensation litigation by ensuring compliance with the City's litigation management guidelines. Direct the activities for placement of the City's property, excess liability, vehicle and excess workers' compensation insurance. Direct administration of the City's Third Party Administrator (TPA) contracts for liability and worker's compensation. Direct activities of attorneys representing the City in tort and workers' compensation cases.

Prepare and present City Council and Personnel Board agenda items. Serve as staff liaison to the Personnel Board. Serve as Governing Board Alternate to the Independent Cities Risk Management Authority (ICRMA).

2006 - 2011

Instructor

Cooperative Personnel Services (CPS)

Conduct labor relations training on contract basis as part of CPS Labor Relations Academy.

1987 - 1997

Director of Personnel & Risk Management

City of Hermosa Beach, California

Plan, organize, direct and coordinate a comprehensive personnel and risk management program.

Direct and administer the City's recruitment, selection, employee orientation, classification, salary, labor relations, performance evaluation, counseling, and grievance resolution programs. Serve as lead negotiator in labor relations. Direct and conduct studies and surveys toward development of salary, benefit and cost data for management proposals; implement and monitor Memoranda of Understanding. Direct the placement of City's medical, dental, life and long term disability insurance.

Manage liability and workers' compensation litigation by insuring compliance with the City's litigation management guidelines. Manage the purchase of property, excess liability, vehicle and excess workers' compensation insurance. Administer, coordinate and monitor the City's Third Party Administrator (TPA) contracts for liability and worker's compensation. Coordinate and monitor activities of attorneys representing the City in tort and workers' compensation cases. Represent the City in Small Claims Court proceedings.

Prepare and present City Council and Civil Service Board agenda items. Serve as staff liaison to the Civil Service Board. Serve as Governing Board Alternate to the Independent Cities Risk Management Authority (ICRMA).

1985 - 1987

Personnel Administrator

City of Hermosa Beach, California

Supervised the maintenance of personnel records; acted as City Liaison with consulting personnel agencies and City Civil Service Board; organized and executed recruitment and testing program. Participated with City Manager as part of the management negotiating team. Coordinated various employee group insurance and welfare programs.

1982 - 1985

General Services Field Supervisor

City of Hermosa Beach, California

Supervised the activities of the General Services Department field operations, which included Parking Enforcement, Animal Control, Crossing Guard and Community Bus services.

Education

California State University Long Beach

Bachelor of Arts Degree, Political Science/Public Administration

El Camino College

Associate of Arts Degree, Social Science

Professional Memberships

National Public Employer Labor Relations Association (NPFLRA)
California Public Employer Labor Relations Association (CalPELRA)
Southern California Public Labor Relations Council (SCPLRC)
Public Risk Management Association (PRIMA)
Public Agency Risk Management Association (PARMA)
International Personnel Management Association (IPMA)
Southern California Public Management Association/Human Resources
(SCPMA/HR)

Former Committee Appointments

Independent Cities Risk Management Authority (ICRMA)

Member -- Governing Board 1987 -- 2011 (ICRMA President 2009 - 2011)

Member -- Administrative Committee 2000 - 2011

Southern California Public Managers Association/Human Resources (SCPMA)

Served in several positions including Director/Treasurer/President 1998-2009

Certifications

International Personnel Management Association-Certified Professional (IPMA-CP) (retired/inactive)

CalPELRA Labor Relations Academy I

References

Professional references will be made available upon request