

Table of Contents

Agenda	2
CC 1. Minutes of the August 16, 2016, Study Session and Regular Meetings.	
Minutes	7
CC 2. Payment of City Demands.	
City Demands.	21
CC 3. Payment of Agency Demands.	
Agency Demands	31
CC 4. Continued Existence of an Emergency Condition for the Residual Control System at the Charter Oak Reservoir Site.	
Resolution No. 16-7516.	35
CC 5. Ordinance No. 16-2059 to Delete the Board of Appeals– Second Reading and Adoption.	
Ordinance No. 16-2059.	43
CC 6. Ordinance No. 16-2060 to Delete the Historic Preservation Board and Transfer All Duties to the Planning Commission – Second Reading and Adoption.	
Ordinance No. 16-2060.	47
CC 7. Investment Policies for Fiscal Year 2016-2017.	
Investment Policies	53
CC 8. Professional Services Agreements with Martin & Chapman Company and City Clerk Management Services for Election Consulting Services.	
Election Consulting Services	67
CC 9. Renew the Annual Leverage Camera System Maintenance Contract.	
Leverage Camera System	103
CC 10. Grand Avenue Rehabilitation, Arrow Highway to San Bernardino Road Project.	
County of Los Angeles	105
CB 1. Covina Irrigating Company Board of Directors Nominee.	
CIC Nominee	129
NB 1. Termination of HUD/LAHSAs Continuum of Care Grant.	
Notice of Termination	133
NB 2. Payment to Vavrinek, Trine, Day & Co., LLP for Accounting Services Assisting with the Preparation of the Fiscal Year 2014-15 Audit and CAFR.	
Resolution No. 16-7517.	145

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REGULAR MEETING AGENDA
125 E. College Street, Covina, California
Council Chamber of City Hall
Tuesday, September 06, 2016

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

CALL TO ORDER

ROLL CALL

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

PUBLIC COMMENTS

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

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

CLOSED SESSION

- A. Government Code § 54956.9(d)(4) – CONFERENCE WITH LEGAL COUNSEL – POTENTIAL LITIGATION**
Initiation of litigation: One Matter

- B. Government Code § 54957.6 – CONFERENCE WITH LABOR NEGOTIATORS**
Agency Designated Representative: Danielle Tellez, Human Resources Director
Employee Organizations: American Federation of State, County and Municipal Employees (AFSCME); Police Association of Covina (PAC); Police Management Group (PMG); and Police Supervisors of Covina (PSC)

- C. Government Code § 54957.6 – CONFERENCE WITH LABOR NEGOTIATORS**
Agency Designated Representative: Danielle Tellez, Human Resources Director
Unrepresented Employees: Mid-Management, Supervisory and Professional, and Confidential and Technical Employees; and Executive Employees (excluding the City Manager)

RECESS

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

RECONVENE AND CALL TO ORDER

ROLL CALL

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

PLEDGE OF ALLEGIANCE

Led by Councilmember Delach

INVOCATION

Given by Covina Police Chaplain Venegas

PRESENTATIONS

Recognition of Junior Olympics Javelin Champion Maya Rush

PUBLIC COMMENTS

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

COUNCIL/AGENCY/AUTHORITY COMMENTS

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

CITY MANAGER COMMENTS

CONSENT CALENDAR

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

- CC 1. Minutes of the August 16, 2016, Study Session and Regular Meetings of the City Council/Successor Agency to the Covina Redevelopment Agency/Covina Public Financing Authority/Housing Authority.**

Report: [Minutes](#)

- CC 2. Payment of City demands in the amount of \$2,738,875.71.**

Report: [City Demands](#)

- CC 3. Payment of Agency demands in the amount of \$65,379.56.**

Report: [Agency Demands](#)

- CC 4. City Council to Adopt Resolution No. 16-7516 Confirming Continued Existence of An Emergency Condition for the Residual Control System at the Charter Oak Reservoir Site Pursuant to Chapter 2.5 (Emergency Contracting Procedures) of the Public Contracts Code.**

Report: [Resolution No. 16-7516](#)

- CC 5. Ordinance No. 16-2059 Amending Sections of Covina Municipal Code Chapter 14 to Delete the Board of Appeals as an Advisory Body of the City – Second Reading and Adoption.**

Report: [Ordinance No. 16-2059](#)

- CC 6. Ordinance No. 16-2060 Amending Chapter 17.81 of the Covina Municipal Code to Delete the Historic Preservation Board as an Advisory Body of the City and Transfer All Duties Thereof to the Planning Commission – Second Reading and Adoption.**

Report: [Ordinance No. 16-2060](#)

- CC 7. Investment Policies for Fiscal Year 2016-2017 for the City of Covina and Successor Agency to the Covina Redevelopment Agency.**

Report: [Investment Policies](#)

- CC 8. Professional Services Agreements with Martin & Chapman Company and City Clerk Management Services for Election Consulting Services for the March 7, 2017, General Municipal Election.**

Report: [Election Consulting Services](#)

CC 9. Authorization to Renew the Annual Leverage Camera System Maintenance Contract.

Report: [Leverage Camera System](#)

CC 10. Grand Avenue Rehabilitation, Arrow Highway to San Bernardino Road Project – Proposed City of Covina-County of Los Angeles Cooperative Agreement.

Report: [County of Los Angeles](#)

PUBLIC HEARING - NONE

CONTINUED BUSINESS

CB 1. Covina Irrigating Company Board of Directors Nominee.

Report: [CIC Nominee](#)

Staff Recommendation:
Nominate one person to fill vacancy on CIC Board.

NEW BUSINESS

NB 1. Notification of termination of HUD/LAHSa Continuum of Care grant for the Transitional House effective FY 2017-2018.

Report: [Notice of Termination](#)

Staff Recommendation:
Receive and file the report.

NB 2. Payment to Vavrinek, Trine, Day & Co., LLP for Accounting Services Assisting with the Preparation of the Fiscal Year 2014-15 Audit and CAFR.

Report: [Vavrinek, Trine, Day & Co., LLP](#)

Staff Recommendation:
Approve payment of invoices to Vavrinek, Trine, Day & Co., LLP for accounting services assisting with the preparation of the Fiscal Year 2014-15 Audit and CAFR in the amount of \$14,820, and adopt Resolution No. 16-7517 appropriating \$58,900 for the auditing and accounting services.

ADJOURNMENT

The Covina City Council/Successor Agency to the Covina Redevelopment Agency/Covina Public Financing Authority/Covina Housing Authority will adjourn to its next regular meeting of the Council/Agency/Authority scheduled for Tuesday, September 20, 2016, at 5:00 p.m. for study session in the Covina Library Community Room at 234 N. Second Avenue, Covina, California, 91723; and at 6:30 p.m. for closed session and 7:30 p.m. for open session inside the Council Chamber, 125 East College Street, Covina, California, 91723.

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

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

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

The Covina City Clerk's Office does hereby declare that, in accordance with California Government Code Section 54954.2(a), the agenda for the Tuesday, September 06, 2016, meeting was posted on September 1, 2016, on the City's website and near the front entrances of: 1) Covina City Hall, 125 East College Street, Covina; and 2) the Covina Public Library, 234 N. Second Avenue, Covina.

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

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ITEM NO. CC 1

MINUTES OF JULY 19, 2016

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

CALL TO ORDER

Mayor Stapleton called the Council/Agency/Authority meeting to order at 5:22 p.m.

ROLL CALL

Councilmembers Present: Walter Allen III (arrived 5:50 p.m.), Peggy A. Delach, John C. King (arrived 5:30 p.m.), Mayor Pro Tem/Vice-Chair Jorge A. Marquez, and Mayor/Chair Kevin Stapleton.

Councilmembers Absent: None.

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

Elected Members Absent: None.

Staff Members Present: Interim City Manager Don Penman, City Attorney Candice K. Lee, Interim Police Chief Kim Raney, Public Works Director Siobhan Foster, Community Development Director Brian Lee, Finance Director Anita Agramonte, Interim Finance Director Dennis Swink, and Chief Deputy City Clerk/Records Management Director Sharon F. Clark.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Pro Tem Marquez.

PUBLIC COMMENTS

Arturo Nevarez, representing Assemblymember Roger Hernandez, announced that the District Office located in West Covina is open for business.

COUNCIL/AGENCY/AUTHORITY COMMENTS – None.

CITY MANAGER COMMENTS – None.

NEW BUSINESS

NB 1. Innovative Technology Event Center (iTEC) Project Update.

Interim City Manager Penman introduced the item.

The staff report was presented by Community Development Director Lee who introduced presenters Director of Facilities Sharlene Bailey and Deputy Executive Director Kevin McDonald from Foothill Transit, Vice President Forward Planning Lester Tucker of MLC Holdings, Inc., Public Relations Consultants Liz Ramirez and Peter Whittingham of Pringle & Associates, David Goodall of Gonzalez Goodall Architects, and City Consultants Barry Foster and Jim Williams.

Community Development Director Lee presented an overview of the project including the purpose, project-site property challenges, multiple agencies involved in the public/private partnership, residential and public components, and site location.

Pringle & Associates Public Relations Consultant Ramirez spoke on outreach efforts already undertaken and planned, and reported that feedback from adjacent residents and businesses showed concerns related to traffic, privacy, and public safety; and that businesses are excited about the project.

Community Development Director Lee commented that feedback received will be reflected in the ultimate design of the project, and that the project team will continually maintain dialogue with stakeholders and attempt to mitigate concerns through design and draft site-studies. He explained that the benefits of the project to the community will include creating economic opportunity and attracting new start-up businesses to Covina, and that the event center will provide a community asset and serve as a regional attraction.

Foothill Transit Director of Facilities Bailey presented event-center and plaza prototypes and a transit-center draft site plan. She commented on the benefits of a transit center to the City, explained the proposed bus-route service, and reported that Foothill Transit's bus fleet has no diesel buses, only compressed natural gas (CNG) and electric buses, and that by 2030 the fleet will be composed of all electric buses. Foothill Transit Architect William Todd explained design elements of the parking structure including solar canopies on the roof; an energy-efficient building; vertical elevation components; 400 parking spaces; vertical landscape and architectural elements and use of natural tones which will soften the structure; and retail and plaza integration with other project components. Mr. Todd concluded that design is still in the big-picture concept stage, and design elements are still being studied to break down the scale, and for security and safety incorporating openness so the area is not attractive to the homeless or loiterers.

MLC Holdings, Inc. Vice President Forward Planning Tucker presented the residential component site plan envisioning a paseo-oriented community with 117 residential units, pool and spa area, barbeque, shade structure with tables and chairs, restrooms, shower, pool equipment storage, and possibly an Home Owners Association (HOA) room; explained design elements, landscaping, and details of the planned 1710 to 2050 square feet three-story townhomes, and that design will provide interest and connectivity to the street, be transit-oriented and walkable to the Metrolink station. He concluded that the project is still in the design process with collaboration for cohesion in design elements between the entities.

Community Development Director Lee presented an economic-impact analysis; summary of projected revenue including property tax, utility users tax (UUT), and protected sales tax; and estimated job generation from the project.

Pringle & Associates Public Relations Consultant Whittingham commented on the next steps forward in public outreach: presentations, feedback to be received from the Chamber of Commerce, Rotary Club, community groups, Council of Governments, and at least one community meeting for all Covina residents; and stated the results will be shared with Council.

Community Development Director Lee presented the target dates for various stages of the project; touched on general plan and zoning amendments required; estimated that the construction schedule will begin in February 2017, with the residential and transit components completed by December 2018, and the City component schedule still to be determined; explained that as part of the Environmental Impact Report (EIR) the corner parcel will be considered, and that direct control of corner parcel has not yet been obtained; and summarized that the goals of the project are to provide a positive effect on existing businesses, and create residential and business opportunities.

Mayor Pro Tem Marquez commended the presentation and asked about what can be done to ensure the homes have privacy.

MLC Holdings, Inc. Vice President Forward Planning Tucker explained that the plan is to create side-on conditions to minimize new homes looking directly into existing homes.

Mayor Pro Tem Marquez expressed concern with the parking situation and asked how much a parking permit for the structure will be and how to limit cars parking in neighborhoods instead of the parking structure.

Community Development Director Lee responded that the 400-space parking structure will be adequate for Foothill Transit needs, and Foothill Transit Deputy Executive Director McDonald explained that with the construction of the parking structure, current stops on the street are to be eliminated in favor of the transit center so there will be no reason for riders to park on the street.

In response to a question from Councilmember Delach about the fee to park in the structure, Deputy Executive Director McDonald replied that there is no fee.

Mayor Pro Tem Marquez asked if it is possible to hold off on the City portion of the project for several years due to budget constraints. Community Development Director Lee responded that the City will have time to study various options and that the development agreement does not require the City to construct the City component leaving time to plan how to finance and construct it.

MLC Holdings, Inc. Vice President Forward Planning Tucker explained that MLC Holdings, Inc. does have a sunset on the opportunity, must complete entitlements for their project by December 20, 2016, and expressed appreciation for City staff's work.

Councilmembers Delach, King, and Allen and Mayor Stapleton commented on the importance of including the corner parcel in the project. Community Development Director Lee explained that as part of the entitlement process and EIR, the corner parcel owner will be notified and have the opportunity to comment; that staff will not proceed until the entire council agrees on how to handle the matter; that the corner is important from a design perspective; and that the neighbors have expressed interest in a change in that corner.

Councilmember Allen expressed concern with the quality of construction and sound-proofing, especially for units along Citrus Avenue.

MLC Holdings, Inc. Vice President Forward Planning Tucker responded that the Building Code dictates minimum requirements for soundproofing, that his company has developed many projects, and is very familiar with the usual concerns, including pets, parties, and pools.

Interim City Manager Penman clarified that the recording of the City and Foothill Transit parcels would be concurrent per the development agreement, and funding for the construction of the proposed City facilities would require additional study pertaining to the City taking ownership of the City parcel.

ADJOURNMENT

At 6:19 p.m., the meeting of the Covina City Council/Successor Agency to the Covina Redevelopment Agency/Covina Public Financing Authority/Covina Housing Authority was adjourned to its next regular meeting of the Council/Agency/Authority scheduled for Tuesday, July 19, 2016, at 6:30 p.m. for closed session and at 7:30 p.m. for open session inside the Council Chamber, 125 East College Street, Covina, California, 91723.

Respectfully Submitted:

Sharon F. Clark, CMC
Chief Deputy City Clerk

Approved this 16th day of August, 2016:

Kevin Stapleton, Mayor/Chair



MINUTES OF AUGUST 16, 2016
**REGULAR MEETING OF THE COVINA CITY COUNCIL/SUCCESSOR AGENCY TO
THE COVINA REDEVELOPMENT AGENCY/COVINA PUBLIC FINANCING
AUTHORITY/COVINA HOUSING AUTHORITY HELD IN THE COUNCIL
CHAMBER OF CITY HALL, 125 EAST COLLEGE STREET, COVINA, CALIFORNIA**

CALL TO ORDER

Mayor Stapleton called the Council/Agency/Authority meeting to order at 6:32 p.m. with all Councilmembers present except Councilmember Delach. There were no public comments. Mayor Stapleton recessed the Council to closed session at 6:32 p.m.

ROLL CALL

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

Councilmembers Absent: Peggy A. Delach.

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

Staff Members Present: Interim City Manager Donald E. Penman, City Attorney Candice K. Lee, Interim Police Chief Kim Raney, Community Development Director Brian Lee, Public Works Director Siobhan Foster, Parks and Recreation/Library Director Amy Hall-McGrade, Human Resources Director Danielle Tellez, Finance Director Anita Agramonte, Acting Assistant Fire Chief Jim Enriquez, Police Captain Derek Webster, and Chief Deputy City Clerk/Records Management Director Sharon F. Clark.

CLOSED SESSION

- A. Government Code § 54956.9(d)(1) – CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
 - Name of Case: Powers, Justin v. City of Covina, et al; Case No. 2:15 CV 5877

- B. Government Code § 54957 - PUBLIC EMPLOYEE APPOINTMENT
Title: City Manager

RECONVENE AND CALL TO ORDER

Mayor Stapleton reconvened the meeting into open session at 7:31 p.m.

PLEDGE OF ALLEGIANCE

Mayor Pro Tem Marquez led the Pledge of Allegiance.

INVOCATION

Covina Police Chaplain Truax gave the invocation.

PRESENTATIONS

Aliso Canyon Storage Facility Update from Southern California Gas Company

Gas Company Representative Bob Cruz gave an update on a recent natural gas leak at the Aliso Canyon Storage Facility and encouraged energy conservation.

San Gabriel Valley Mosquito & Vector Control District Update

San Gabriel Valley Mosquito & Vector Control District Public Information Officer Jason Farned presented an update and PowerPoint presentation on mosquito prevention and dangers. Councilmember Allen suggested that the information presented be made available to residents on the City's website. Mayor Stapleton concurred.

CLOSED SESSION REPORT

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

PUBLIC COMMENTS

Suzee Della Donna reported on a problem with a neighbor who has allegedly been trapping pet cats, commented that animal control officers have already spoken to the neighbor, and requested additional assistance to remedy the situation. Mayor Stapleton responded that the City Manager's Office will have someone contact her about what can be done to help.

Lisa Mayo, representing the non-profit organization They Will Know, invited the City Council to an upcoming event.

Dora Gomez, on behalf of Covina Assembly of God, gave a report on the recent Project 2911 Back 2 School Blast during which over 1000 backpacks with school supplies were given away; and thanked Covina Police Department and the Los Angeles County Fire Department for their assistance with the event.

COUNCIL/AGENCY/AUTHORITY COMMENTS

Councilmember King thanked Covina Assembly of God and Project 2911 for their great work in the community; and commented on a successful National Night Out event and thanked participants for their involvement.

Councilmember Allen commented he was sorry to have missed the Project 2911 event, and requested adjournment in memory of Van Allen Coleman.

Mayor Pro Tem Marquez commented on a great National Night Out, thanked Covina Assembly of God for the Back 2 School Blast event and the good work they do in the community, and requested adjournment in memory of Ron Capotosto.

Mayor Stapleton announced the passing of Ron Capotosto and that the meeting would be adjourned in his memory and in memory of Van Allen Coleman and Amelia Pearl Zavala; commented that National Night Out was fun; and announced Covina Day at the Los Angeles County Fair on Friday, September 9, 2016, at which Joelle Peelgren will be recognized as Covina's Community Hero.

CITY MANAGER COMMENTS

Interim City Manager Penman explained that the passing of Covina Irrigating Company Board of Directors Member Ron Capotosto creates a vacancy on that Board, requested that New Business item NB 4 Consideration of Vacancy of City Director on Covina Irrigating Company Board of Directors be added to tonight's agenda to discuss the matter due to a restricted timeline in which action must be taken before the Council's next regularly-scheduled meeting of September 20, 2016, and stated that staff became aware of this need yesterday, August 15, 2016.

City Attorney Lee explained that per the Brown Act, the additional of an item to tonight's agenda requires an affirmative vote by two-thirds of the councilmembers present, and findings that there is a need to take immediate action and that the need came to the City's attention after the posting of the agenda.

A motion was made by Councilmember Allen, seconded by Councilmember King, to add New Business item NB 4 Consideration of Vacancy of City Director on Covina Irrigating Company Board of Directors to tonight's agenda, finding that there is a need to take immediate action and that the need came to the City's attention subsequent to the posting of the agenda.

Motion adding New Business item NB 4 as follows:

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

CONSENT CALENDAR

The following items were pulled from the Consent Calendar for separate discussion: CC 12 by Councilmember King and CC 4 by Mayor Stapleton.

A motion was made by Councilmember King, seconded by Mayor Pro Tem Marquez, to approve Consent Calendar items CC 1 – 3, 5 – 11, and 13 – 15 as presented.

Motion approved Consent Calendar items CC 1 – 3, 5 – 11, and 13 – 15 as follows:

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

- CC 1. City Council approved the Minutes of the July 19, 2016, Study Session and Regular Meetings of the City Council/Successor Agency to the Covina Redevelopment Agency/Covina Public Financing Authority/Housing Authority.
- CC 2. City Council approved the payment of City Demands in the amount of \$3,577,644.54.
- CC 3. Successor Agency to the Covina Redevelopment Agency approved the payment of Agency Demands in the amount of \$23,059.44.
- CC 5. City Council waived full reading, read by title only and adopted on second reading **Ordinance No. 16-2058** entitled, "AN ORDINANCE OF THE CITY OF COVINA, CALIFORNIA, APPROVING ZONE CHANGE (ZCH) 16-001, TO CHANGE THE ZONING CLASSIFICATION OF REAL PROPERTY LOCATED AT 731 NORTH GRAND AVENUE (APN: 8429-006-006) ON THE NORTHWEST CORNER OF GRAND AVENUE AND EDNA PLACE FROM C-2 'NEIGHBORHOOD SHOPPING CENTER' TO C-4 'HIGHWAY COMMERCIAL,' AND MAKING A DETERMINATION OF EXEMPTION UNDER CEQA."
- CC 6. City Council and the Successor Agency to the Covina Redevelopment Agency received and filed the Quarterly Report of the Treasurer to the City Council and the Successor Agency to the Covina Redevelopment Agency for the Quarter Ended June 30, 2016.
- CC 7. City Council authorized the Interim City Manager to execute the First Amendment to Agreement for Uniform Rental Services with Cintas Corporation No. 3.
- CC 8. City Council awarded the contract for Miscellaneous Concrete and Asphalt Repairs to FS Contractors, Inc. for an amount not-to-exceed \$44,020, and authorized the Interim City Manager to execute the contract.
- CC 9. City Council authorized the Interim City Manager to execute the First Amendment to Agreement for Traffic Striping Maintenance Citywide, Project No. T-1301, with Superior Pavement Markings.
- CC 10. City Council authorized the City Manager to execute a Professional Service Agreement and approved the Letter of Engagement for Audit Services for Fiscal Year 2015-16 with Moss, Levy & Hartzheim, LLP.
- CC 11. City Council: 1) Adopted **Resolution No. 16-7508** for the Charter Oak Reservoir Site – Residual Control System Project, declaring that the public interest and necessity demand the immediate expenditure of public money and completion of certain work without competitive bidding to safeguard life, health, or property pursuant to Chapter 2.5 (Emergency Contracting Procedures) of the Public Contracts Code; 2) Adopted **Resolution Number 16-7509** to amend the FY 2017 Capital Improvement Program Budget to add the Charter Oak Reservoir Site – Residual Control System Project, and appropriate the necessary funds for the project from the Water Capital Improvement Fund balance; and 3) Authorized the Interim City Manager to execute all necessary contracts and documents with qualified contractors and vendors to respond to the emergency conditions at the Charter Oak Reservoir Site.

- CC 13. City Council made a determination that note terms, agreement terms and program requirements are satisfied for M. Mercy Moreno, doing business as City Grill, a Community Development Block Grant Special Economic Development Program participant; authorized removal of the loan/grant restrictions upon approval of program compliance by Los Angeles County Community Development Commission; and authorized the City Manager or his designee to execute related documents.
- CC 14. City Council adopted **Resolution No. 16-7514**, and Housing Authority adopted **Resolution No. 16-003**, finding that the use of the housing funds by the Housing Successor outside the Covina Revitalization Redevelopment Project No. One, Covina Revitalization Redevelopment Project No. Two and Amendment No. One to the Covina Revitalization Redevelopment Project No. Two for the development of affordable housing will benefit the project areas.
- CC 15. City Council approved payment of invoices to ThyssenKrupp Elevator Corporation for Elevator Maintenance Services at Covina Metrolink Parking Structure in an amount of \$2,388.95.

CONSENT CALENDAR ITEMS PULLED FOR SEPARATE DISCUSSION

- CC 4. Ordinance No. 16-2057 - Zoning Code Amendment (ZCA) 16-002, Amending Section 17.54.030(S)(T)(U) of Chapter 17.04 to Title 17 (Zoning Ordinance) of the Covina Municipal Code to Eliminate the Distance Requirement of 1,000 Feet for On-site Wine Tasting in Conjunction with a Winery and On-site Beer Tasting in Conjunction with a Small Brewery, Which Affects Properties Citywide – Second Reading and Adoption.

Mayor Stapleton stated he pulled this item because he could not vote for it.

A motion was made by Councilmember King, seconded by Councilmember Allen, to waive full reading, read by title only and adopt on second reading **Ordinance No. 16-2057** entitled, “AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, AMENDING SUBSECTIONS S., T. AND U. OF SECTION 17.54.030 (USES PERMITTED SUBJECT TO CONDITIONAL-USE PERMIT) OF CHAPTER 17.54 (LIGHT MANUFACTURING ZONE) OF TITLE 17 (ZONING) OF THE COVINA MUNICIPAL CODE TO ELIMINATE THE ONE THOUSAND FOOT DISTANCE REQUIREMENT BETWEEN ON-SITE BEER AND WINE TASTING IN CONJUNCTION WITH CRAFT MICRO-BREWERIES AND ARTISAN WINE-MAKING IN THE M-1 ZONE.”

Motion approved Consent Calendar item CC 4 as follows:

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

- CC 12. Substitution of Collateral for the Community Development Block Grant Economic Development Program Participant, Tortano, LLC, Doing Business as Pan e Vino, 143 N. Citrus Avenue, Covina.

Councilmember King requested more information about this item. Community Development Director Lee explained that the Community Development Block Grant (CDBG) is Housing and

Urban Development (HUD) money the City receives for several purposes, one of which can be job creation. Each year the Council creates categories for how that money is spent. In prior years, as part of a job-creation category, certain businesses who met the criteria could receive a loan which would be forgiven if they met their obligations in a certain time period. Meanwhile, the loans require collateral. In 2014, Pan e Vino entered the program and they now wish to transfer their loan collateral to another asset. In response to a question from Councilmember King, Community Development Director Lee replied that he did not have concerns about this transfer.

A motion was made by Mayor Pro Tem Marquez, seconded by Councilmember King, to approve the substitution of collateral requested by Tortano, LLC, doing business as Pan e Vino, and to authorize the City Manager or his designee to execute the documents necessary to complete the transactions when all conditions are met.

Motion approved Consent Calendar items CC 12 as follows:

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

PUBLIC HEARING

PH 1. Tentative Tract Map (TTM) 73588 and Site Plan Review (SPR) 15-036 for the Development of Three Multi-tenant Industrial Condominium Buildings Totaling 99,272 Square Feet on 4.38 acres of Land in the M-1 Light Manufacturing Zoning District, Located Generally at 777 Edna Place – APN: 8429-006-017 and 018.

Mayor Stapleton opened the public hearing.

Community Development Director Lee introduced the item, and the staff report and PowerPoint presentation were presented by Planning Consultant Nancy Fong.

Planning Consultant Fong answered questions from Council about the separation between the development and residents on the north side of the project by explaining the large setbacks and landscaping elements that would provide a noise buffer; and detailed parking requirements including no RV parking on-site, number of parking spaces, and formation of a property-owner association to manage and assign parking spaces.

There was no public comment.

Applicant Don Cook commented on the size of various units in the project, sales price per square foot for similar units, the adequacy of parking, landscaping plans, consideration of noise elements for neighboring residents, and parking related to roll-up doors.

Mayor Stapleton closed the public hearing.

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

1. Issue a Notice of Categorical Exemption for a Class 32 In-fill Development Project (CEQA §15332).
2. Adopt **Resolution No. 16-7510** approving Applications Tentative Tract Map (TTM) No. 73588 and Site Plan Review (SPR) No. 15-036, the development of three multi-tenant industrial buildings for condominium purposes totaling 99,272 square feet on 4.38 acres of land within the

M-1 Light Industrial Zoning District, generally located at 777 Edna Place – APN: 8429-006-017 and 018.

Motion approved Consent Calendar items CC 12 as follows:

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

CONTINUED BUSINESS

CB 1. Boards and Commissions Policies Update.

The staff report was presented by Interim City Manager Penman.

There was no public comment.

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

1. Adopt **Resolution No. 16-7505** amending policies related to the City’s advisory boards and commissions and rescinding Resolution No. 16-7480.
2. Waive full reading, read by title only, and introduce for first reading **Ordinance No. 16-2059** entitled, “AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, AMENDING SECTIONS OF COVINA MUNICIPAL CODE CHAPTER 14 TO DELETE THE BOARD OF APPEALS AS AN ADVISORY BODY OF THE CITY.”
3. Waive full reading, read by title only, and introduce for first reading **Ordinance No. 16-2060** entitled, “AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, AMENDING CHAPTER 17.81 OF THE COVINA MUNICIPAL CODE, TO DELETE THE HISTORIC PRESERVATION BOARD AS AN ADVISORY BODY OF THE CITY AND TRANSFER ALL DUTIES THEREOF TO THE PLANNING COMMISSION.”
4. Adopt **Resolution No. 16-7506** restructuring the Cultural Arts Commission and renaming it as the Parks and Recreation Commission.
5. Adopt **Resolution No. 16-7507** renaming the Finance Advisory Committee as the Finance Advisory Commission and approving and recommending changes to the Bylaws thereof.

City Attorney Lee read the ordinance titles into the record.

Motion approved Continued Business item CB 1 as follows:

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

NEW BUSINESS

NB 1. Exception to the 180-Day Wait Period to Hire a Retired Annuitant.

The staff report was presented by Police Captain Webster.

There was no public comment.

In response to a question from Mayor Pro Tem Marquez, Police Captain Webster responded that it is hoped the Public Safety Communication Supervisor position will be filled by the first of the year.

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

1. Adopt **Resolution No. 16-7511** authorizing an exception to the 180-day wait period for employment of a retiree.
2. Adopt **Resolution No. 16-7512** appointing Sheryl Ward to limited-duration employment as a retired annuitant.

Motion approved New Business item NB 1 as follows:

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

- NB 2. Appointments and/or Reappointments to Fill Scheduled Vacancies and Other Vacant Positions on Various City of Covina Boards and Commissions.

Interim City Manager Penman introduced the item and the staff report was presented by Chief Deputy City Clerk Clark.

There was no public comment.

In response to a question from Councilmember King about appointments to the Finance Advisory Commission, Chief Deputy City Clerk Clark explained that at the time the agenda for this meeting was finalized, no applications for the Finance Advisory Commission had been received; and that since two applications had been received subsequently, an item for appointments to the Commission would be brought to Council at the next regularly-scheduled meeting of September 20, 2016.

In response to a request from Mayor Pro Tem Marquez to have the opportunity to interview new applicants, Mayor Stapleton clarified that interviews for new applicants to the Planning Commission, Traffic Advisory Commission, and Youth Accountability Board were already scheduled for the study session meeting of September 20, 2016, per the staff report.

In response to a question from Councilmember King, Chief Deputy City Clerk Clark listed the names of applicants and corresponding terms of office recommended for appointments to the Library Board of Trustees, Personnel Advisory Board, Traffic Advisory Commission, and Youth Accountability Board.

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

1. Appoint Charles Kemp to the Library Board of Trustees for a full three-year term ending June 30, 2019.
2. Appoint to the Personnel Advisory Board: Kevin Radar and Leona Ramirez for terms expiring June 30, 2019; and Henry Medina for an unexpired term expiring June 30, 2018.
3. Appoint Kay Manning and Tom Melendrez to the Traffic Advisory Commission for terms expiring June 30, 2019.

4. Appoint members to the Youth Accountability Board: Bill Prescott, Audrey Connor, and Anita White for terms expiring June 30, 2017; and Kay Manning, Henry Medina, and Roxanne Medina for terms expiring June 30, 2018.
5. Direct staff to schedule interviews of new applicants to the Planning Commission, Traffic Advisory Commission, and Youth Accountability Board for the September 20, 2016, study session meeting.
6. Direct staff to continue accepting application for vacancies on the Library Board of Trustees, Parking Place Commission, Parks and Recreation Commission, Personnel Advisory Board, Traffic Advisory Commission, and Youth Accountability Board.

Motion approved New Business item NB 2 as follows:

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

- NB 3. Residential and Commercial Solid Waste Services – Proposed Rate Structure for the Period of July 1, 2016 through June 30, 2019 (FY 2017 through FY 2019).

Public Works Director Foster presented the staff report and PowerPoint presentation.

Councilmembers King and Allen thanked Public Works Director Foster and Interim City Manager Penman for the great report and for answering questions earlier this evening at the study session meeting, and thanked Athens Services for their partnership.

There was no public comment.

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

1. Conceptually approve the residential and commercial refuse collection services rate structure for the period of July 1, 2016 through June 30, 2019 (FY 2016-17 through FY 2018-19) as outlined in the staff report;
2. Authorize the initiation of the State-mandated public hearing process to increase residential and commercial refuse collection services fees as outlined in Attachment F;
3. Set a public hearing on October 18, 2016 regarding the proposed refuse collection fee increases;
4. Adopt **Resolution No. 16-7513** establishing procedures for the conduct of a public hearing relating to the proposed increase to refuse collection services charges increase.

Motion approved New Business item NB 3 as follows:

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

- NB 4. Consideration of Vacancy of City Director on Covina Irrigating Company (CIC) Board of Directors.

Interim City Manager Penman presented the staff report, explained that Council needs to decide how to nominate someone to replace Board Member Capatosto and that the nominee's name must be submitted by CIC by September 15, 2016, and suggested that Council could submit

names to the City Manager's Office for distribution to Council, with the nominee to be decided at a Council meeting on Sept 6, 2016.

Discussion followed as to the date names should be submitted by, the desire for a resume or other background information for candidates, the alternative of nominating Jack Fielding as a temporary measure, and the desirability of a nominee familiar with Covina and its water issues.

A motion was made by Councilmember King, seconded by Councilmember Allen, to have a regular City Council meeting on Sept 6, 2016, at which a nominee will be chosen; and for councilmembers to submit names for the new City representative to the CIC Board of Directors by Aug 29, 2016, to Interim City Manager Penman.

Motion approved New Business item NB 4 as follows:

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

ADJOURNMENT

At 9:01 p.m., the meeting of the Covina City Council/Successor Agency to the Covina Redevelopment Agency/Covina Public Financing Authority/Covina Housing Authority was adjourned in memory of Ronald Francis Capotosto Sr., Amelia Pearl Zvalo, and Van Allen Coleman to its next regular meeting of the Council/Agency/Authority scheduled for Tuesday, September 6, 2016, at 6:30 p.m. for closed session and 7:30 p.m. for open session inside the Council Chamber, 125 East College Street, Covina, California, 91723.

Respectfully submitted:

Sharon F. Clark, CMC
Chief Deputy City Clerk

Approved this 6th day of September, 2016:

Kevin Stapleton, Mayor/Chair



CITY OF COVINA AGENDA REPORT

ITEM NO. CC 2

MEETING DATE: September 6, 2016

TITLE: Payment of Demands

PRESENTED BY: Geoffrey Cobbett, City Treasurer
Anita Agramonte, Finance Director

RECOMMENDATION: Approve Payment of Demands in the amount of \$2,738,875.71

BACKGROUND:

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

<u>DATE OF DEMANDS</u>		<u>DEMAND NUMBERS</u>	<u>AMOUNT</u>
ACCOUNTS PAYABLE WARRANTS			
July 29- Aug. 18, 2016	Wires/EFTs	5139-5148	\$ 29,387.27
	Checks	81085-81342	\$ 2,091,403.41
<u>PAYROLL</u>			
8/11/16			\$ 603,921.09
<u>VOIDS</u>			
<u>WORKERS COMPENSATION</u>			
July 29- Aug. 18, 2016			\$ 14,163.94
		GRAND TOTAL:	\$ 2,738,875.71

DISCUSSION:

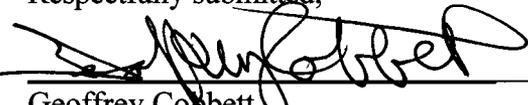
The attached reports have been reviewed by the City Treasurer and by the Finance Director.

FISCAL IMPACT:

Sufficient funding is available and the related costs are included in the Fiscal Year 15/16 and 16/17 Adopted Budgets.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

Respectfully submitted,



 Geoffrey Cobbett
 City Treasurer



 Anita Agramonte
 Finance Director

ATTACHMENTS:

Attachment A: Check Register

CITY OF COVINA
Check Register
July 29 - Aug. 18, 2016

Check #	Check Date	Vendor	Name	Amount
5139	8/1/16	4160	ICMA	100.00
5140	8/1/16	1405	ICMA RETIREMENT	4,813.47
5141	8/1/16	4003	MidAmerica	3,230.30
5142	8/1/16	2033	NATIONWIDE RETI	5,650.00
5143	8/1/16	4223	ZUMWALT, KRISTI	886.00
5144	8/10/16	4160	ICMA	100.00
5145	8/10/16	1405	ICMA RETIREMENT	4,813.47
5146	8/10/16	4003	MidAmerica	3,258.03
5147	8/10/16	2033	NATIONWIDE RETI	5,650.00
5148	8/10/16	4223	ZUMWALT, KRISTI	886.00
			subtotal EFT/wires	\$29,387.27
81085	8/1/16	68	AFLAC	4,043.87
81086	8/1/16	69	AFSCME	700.00
81087	8/1/16	487	CalPERS	63,400.87
81088	8/1/16	3846	CLEA	453.25
81089	8/1/16	3846	CLEA	147.00
81090	8/1/16	775	COVINA POLICE A	2,450.00
81091	8/1/16	789	COVINA-FSA, CIT	1,101.56
81092	8/1/16	878	DELTA DENTAL OF	7,138.17
81093	8/1/16	1106	FRANCHISE TAX B	400.00
81094	8/1/16	1247	GREAT WEST LIFE	3,205.10
81095	8/1/16	3795	LEGAL SHIELD	231.22
81096	8/1/16	2234	PERS	144,010.76
81097	8/1/16	2235	PERS LONG TERM	169.84
81098	8/1/16	2946	UNITED WAY OF G	17.50
81099	8/1/16	3014	VISION SERVICE	770.68
81100	8/1/16	4255	VOYA FINANCIAL	4,269.77
81101	8/1/16	3045	WASHINGTON NATI	46.10
81102	8/4/16	3	12 MILES OUT.CO	1,200.00
81103	8/4/16	220	AT&T LONG DISTA	39.48
81104	8/4/16	3771	BLACK & WHITE E	3,123.80
81105	8/4/16	783	COVINA WATER	290.55
81106	8/4/16	970	EDISON CO	9,312.19
81107	8/4/16	4448	FS CONTRACTORS,	3,000.00
81108	8/4/16	1156	GAS COMPANY, TH	1,221.37
81109	8/4/16	1197	GLOBAL WATER MA	55,954.68
81110	8/4/16	3565	GOVCONNECTION I	1,249.34
81111	8/4/16	1428	INGRAM DIST GRO	24.61
81112	8/4/16	99999	ALEJANDRA MADRIGAL	55.00
81113	8/4/16	99999	ANDREW GARCIA	45.00
81114	8/4/16	99999	ANGIE AUYEUNG	99.00
81115	8/4/16	99999	ANNA MARIE CHAVEZ	135.00
81116	8/4/16	99999	BONNIE JOPLIN	46.00
81117	8/4/16	99999	BONNIE KILLEBREW	40.00

CITY OF COVINA
Check Register
July 29 - Aug. 18, 2016

81118	8/4/16	99999	BRENDA POSADA	94.50
81119	8/4/16	99999	CRISTINA AUSTRIA	60.00
81120	8/4/16	99999	DANIELLE GARCIA	200.00
81121	8/4/16	99999	DANIELLE GARCIA	378.00
81122	8/4/16	99999	ELICIA ROBERTS	10.00
81123	8/4/16	99999	ELVIRA GARZA	55.00
81124	8/4/16	99999	EMMA AGUIRRE	40.00
81125	8/4/16	99999	ESTHER MURILLO	80.00
81126	8/4/16	99999	FLORA ESTHER LOPEZ	188.00
81127	8/4/16	99999	GLORIA INCLAN	92.00
81128	8/4/16	99999	GRACE FANT	46.00
81129	8/4/16	99999	HERLINDA FONSECA	120.00
81130	8/4/16	99999	JACQUELINE VELASQUEZ	50.00
81131	8/4/16	99999	JONATHAN ENDRIGA	45.00
81132	8/4/16	99999	JOSEFA EVANS	25.00
81133	8/4/16	99999	LOAVA JOHNSON	55.00
81134	8/4/16	99999	LUCY DE TERESA	21.00
81135	8/4/16	99999	LYDIA MEDINA	120.00
81136	8/4/16	99999	MELISSA CALVILLO	240.00
81137	8/4/16	99999	MICHELLE VENEGAS	90.00
81138	8/4/16	99999	PATTI GEORGE	60.00
81139	8/4/16	99999	RENEE DE CASTRO	55.00
81140	8/4/16	99999	SALLY KEVORKIAN	130.00
81141	8/4/16	99999	SANDRA MONTIEL	33.33
81142	8/4/16	99999	TANIA MARTINEZ	40.00
81143	8/4/16	99999	TERESA PHILLIPS	50.00
81144	8/4/16	99999	THOMAS CASTILLO	50.00
81145	8/4/16	99999	TIM UNG	40.00
81146	8/4/16	99999	VALERIE SANCHEZ-LOPEZ	220.00
81147	8/4/16	99999	VERONICA YANEZ	99.00
81148	8/4/16	99999	WILIS ADIDAJA	110.00
81149	8/4/16	4420	PALP, INC.	16,955.09
81150	8/4/16	2619	SGV EXAMINER	1,039.50
81151	8/4/16	3064	WELLDYNERX	24.16
81152	8/4/16	3658	ADVANCE TUTORIN	1,664.08
81153	8/4/16	74	AGI ACADEMY	377.92
81154	8/4/16	91	ALAS, NINA	483.00
81155	8/4/16	4117	ARTISTIC RECONS	749.44
81156	8/4/16	219	AT&T	19.01
81157	8/4/16	254	AZUSA LIGHT & W	3,445.61
81158	8/4/16	423	BRUNSWICK COVIN	288.76
81159	8/4/16	4123	CARDENAS, RUDY	175.00
81160	8/4/16	4320	CHALLENGER SPOR	2,194.50
81161	8/4/16	617	CHARTER OAK GYM	3,370.00
81162	8/4/16	3235	COOK, SHAWNA	774.90

CITY OF COVINA
Check Register
July 29 - Aug. 18, 2016

81163	8/4/16	736	COON, MARK	200.00
81164	8/4/16	799	CRAIG'S CPR&FIR	196.00
81165	8/4/16	819	CSAC-EIA	409,254.00
81166	8/4/16	3982	CUGNO, CAROL A	188.05
81167	8/4/16	878	DELTA DENTAL OF	124.46
81168	8/4/16	970	EDISON CO	39,885.20
81169	8/4/16	4455	FRONTIER CALIFO	2,203.06
81170	8/4/16	4483	GARRISON, DALE	126.00
81171	8/4/16	1204	GOLDEN STATE WA	232.45
81172	8/4/16	1215	GONZALES, RICHA	756.00
81173	8/4/16	3654	JEREMIAH DONOVA	266.85
81174	8/4/16	1578	KLYMKIW, MARIE	1,084.13
81175	8/4/16	3190	LAYNE, JONATHAN	496.55
81176	8/4/16	4212	MALETZ, CHRISTI	1,023.40
81177	8/4/16	3932	MAR, ARLENE D.	312.90
81178	8/4/16	3883	MASI, NICK	1,519.70
81179	8/4/16	1829	MAUREEN KANE &	1,550.00
81180	8/4/16	4089	MEASOM, DEVIN T	65.61
81181	8/4/16	4484	VOID	0.00
81182	8/4/16	1993	MPLC	327.26
81183	8/4/16	1997	MSNOC INC	2,820.30
81184	8/4/16	4302	MYRNA RODRIGUEZ	224.31
81185	8/4/16	3718	NADENE VALDEZ	350.00
81186	8/4/16	4504	NORWOOD STORES	949.50
81187	8/4/16	99999	GEORGIANNA NICOLE ALVAREZ	154.22
81188	8/4/16	99999	SHARON CLARK	36.07
81189	8/4/16	4508	Pamela A. Mille	1,000.00
81190	8/4/16	2189	PARADA, MIGUEL	398.24
81191	8/4/16	3656	PLAY-WELL TEKNO	1,155.00
81192	8/4/16	4213	PRISK, JOSHUA	140.00
81193	8/4/16	3655	ROBERT WONG	240.80
81194	8/4/16	4505	SAN ANTONIO WIN	621.86
81195	8/4/16	4106	SCHNEIDER, TINA	45.50
81196	8/4/16	2607	SERESINGHE, AJI	1,700.00
81197	8/4/16	2612	SEVOLD, CHERYL	48.98
81198	8/4/16	4486	SHIELD FITNESS,	154.00
81199	8/4/16	2744	STATE DISBURSEM	366.00
81200	8/4/16	2787	SUTMAN, WILLIAM	175.00
81201	8/4/16	2818	TAVANNA	225.32
81202	8/4/16	2846	THOMAS, TERRI	1,663.17
81203	8/4/16	2855	TIME WARNER CAB	260.16
81204	8/4/16	2901	TRIFYTT SPORTS	598.50
81205	8/4/16	2908	TRUJILLO WORDEN	220.50
81206	8/4/16	3234	VELARDE-KUBANIK	1,533.00
81207	8/4/16	3001	VERIZON WIRELES	810.68

CITY OF COVINA
Check Register
July 29 - Aug. 18, 2016

81208	8/4/16	3010	VILLARREAL, TIF	1,050.00
81209	8/4/16	3187	WAGONER, PAMELA	372.35
81210	8/4/16	4506	WEST COAST SOCC	100.00
81211	8/4/16	4322	YOUNG MINDS ACA	756.00
81212	8/10/16	68	AFLAC	4,041.24
81213	8/10/16	69	AFSCME	580.00
81214	8/10/16	487	CaIPERS	61,992.59
81215	8/10/16	3846	CLEA	441.00
81216	8/10/16	3846	CLEA	147.00
81217	8/10/16	775	COVINA POLICE A	2,500.00
81218	8/10/16	789	COVINA-FSA, CIT	1,101.56
81219	8/10/16	878	DELTA DENTAL OF	7,077.16
81220	8/10/16	1106	FRANCHISE TAX B	400.00
81221	8/10/16	1247	GREAT WEST LIFE	3,205.10
81222	8/10/16	3795	LEGAL SHIELD	223.24
81223	8/10/16	2234	PERS	149,376.46
81224	8/10/16	2235	PERS LONG TERM	169.84
81225	8/10/16	2946	UNITED WAY OF G	17.50
81226	8/10/16	3014	VISION SERVICE	754.19
81227	8/10/16	4255	VOYA FINANCIAL	4,106.02
81228	8/10/16	3045	WASHINGTON NATI	46.10
81229	8/10/16	255	AZUSA PLUMBING	54.34
81230	8/10/16	283	BANK OF THE WES	871.31
81231	8/10/16	3771	BLACK & WHITE E	673.05
81232	8/10/16	4475	BLUERAY MANAGEM	9,192.00
81233	8/10/16	477	CALIF, STATE OF	3,313.00
81234	8/10/16	536	CARQUEST AUTO P	5.04
81235	8/10/16	615	CHARLES E THOMA	1,318.97
81236	8/10/16	3736	CHRISTIAN BROTH	837.64
81237	8/10/16	707	COMMERCIAL ELEC	704.17
81238	8/10/16	710	COMMUNICATIONS	445.00
81239	8/10/16	746	CORRPRO WATERWO	1,710.00
81240	8/10/16	4455	FRONTIER CALIFO	85.99
81241	8/10/16	3934	HF & H CONSULTA	2,582.50
81242	8/10/16	1361	HOLLIDAY ROCK C	755.38
81243	8/10/16	1387	HUNTER, JOHN L.	1,760.00
81244	8/10/16	1430	INLAND WATER WO	1,764.93
81245	8/10/16	1437	INTER-CON SECUR	5,143.44
81246	8/10/16	1441	INTERSTATE BATT	238.95
81247	8/10/16	3731	JUNIOR LIBRARY	96.74
81248	8/10/16	4220	KJ SERVICES ENV	1,300.00
81249	8/10/16	4028	LAVELLE, PRISCI	50.00
81250	8/10/16	2060	NEW READERS PRE	1,844.44
81251	8/10/16	2238	PEST OPTIONS IN	100.00
81252	8/10/16	2407	REGIONAL TAP SE	904.04

CITY OF COVINA
Check Register
July 29 - Aug. 18, 2016

81253	8/10/16	2620	SGV NEWSPAPER G	1,373.00
81254	8/10/16	3950	STERICYCLE, INC	294.82
81255	8/10/16	2935	UNDERGROUND SER	121.50
81256	8/10/16	2954	URBAN GRAFFITI	3,474.51
81257	8/10/16	3064	WELLDYNERX	1.50
81258	8/10/16	3082	WESTERN WATER W	578.36
81259	8/10/16	3134	XEROX CORPORATI	130.10
81260	8/10/16	19	AARDVARK	6,261.14
81261	8/10/16	219	AT&T	19.01
81262	8/10/16	219	AT&T	19.01
81263	8/10/16	254	AZUSA LIGHT & W	145.56
81264	8/10/16	283	BANK OF THE WES	9,224.29
81265	8/10/16	4475	BLUERAY MANAGEM	58,122.00
81266	8/10/16	487	CaIPERS	41,133.52
81267	8/10/16	514	CANDLEWOOD SUIT	522.28
81268	8/10/16	3546	COLUMBIA MEMORI	134.00
81269	8/10/16	710	COMMUNICATIONS	445.98
81270	8/10/16	878	DELTA DENTAL OF	124.46
81271	8/10/16	970	EDISON CO	1,084.23
81272	8/10/16	4455	FRONTIER CALIFO	543.96
81273	8/10/16	99999	GARRETT HAGLE	169.94
81274	8/10/16	99999	MICHAEL ANGELO REAL SALES	10.00
81275	8/10/16	2219	PECHANGA RESORT	500.00
81276	8/10/16	2676	SMART AND FINAL	1,868.30
81277	8/10/16	4437	TELEPACIFIC COM	1,615.11
81278	8/10/16	2958	US POSTMASTER	4,564.00
81279	8/10/16	3014	VISION SERVICE	9.72
81280	8/10/16	572	CATHOLIC CHARIT	9,689.40
81281	8/15/16	52	ADVANCED GRAPHI	105.00
81282	8/15/16	3789	AMAZON LLC	2,322.89
81283	8/15/16	158	AMERICAN TRAFFI	16,185.00
81284	8/15/16	475	CALIBER POOL AN	1,595.00
81285	8/15/16	568	CAT SPECIALTIES	2,979.25
81286	8/15/16	654	CITRUS CAR WASH	27.98
81287	8/15/16	682	CLINICAL LAB OF	540.00
81288	8/15/16	4502	Commline, Inc.	1,075.00
81289	8/15/16	766	COVINA DISPOSAL	13,375.45
81290	8/15/16	3164	DIVERSIFIED TRA	53,152.37
81291	8/15/16	947	DUNN EDWARDS CO	289.75
81292	8/15/16	3584	ENTERPRISE SECU	48,967.53
81293	8/15/16	3300	General Petrole	184.30
81294	8/15/16	3865	HOUSTON ENGINEE	896.25
81295	8/15/16	1387	HUNTER, JOHN L.	1,745.00
81296	8/15/16	4077	INTERWEST CONSU	23,045.00
81297	8/15/16	1505	JOHNNY'S POOL S	11.43

CITY OF COVINA
Check Register
July 29 - Aug. 18, 2016

81298	8/15/16	3731	JUNIOR LIBRARY	96.74
81299	8/15/16	2104	OFFICE DEPOT	1,445.47
81300	8/15/16	4489	OMEGA MICROFILM	357.39
81301	8/15/16	99999	ALAN CARTER	126.17
81302	8/15/16	99999	DAVID LOPEZ	28.00
81303	8/15/16	99999	LILIAN PEREIRA	33.10
81304	8/15/16	99999	LISA EVANS	362.90
81305	8/15/16	3796	RICHARD, WATSON	1,834.41
81306	8/15/16	2755	STETSON ENGINEE	2,157.95
81307	8/15/16	4510	Steven Zucker	1,073.50
81308	8/15/16	2914	TUCKER TIRE	232.20
81309	8/15/16	3132	WRIGHT DESIGNS	1,960.37
81310	8/15/16	219	AT&T	733.79
81311	8/15/16	219	AT&T	115.06
81312	8/15/16	277	BANC OF AMERICA	242,886.03
81313	8/15/16	487	CaIPERS	396.18
81314	8/15/16	771	COVINA IRRIGATI	311,097.30
81315	8/15/16	796	CPRS DISTRICT 1	40.00
81316	8/15/16	878	DELTA DENTAL OF	124.46
81317	8/15/16	970	EDISON CO	38,971.77
81318	8/15/16	4455	FRONTIER CALIFO	381.44
81319	8/15/16	4501	FUJITSU COMPUTE	809.84
81320	8/15/16	1197	GLOBAL WATER MA	56,459.36
81321	8/15/16	99999	CITY OF COVINA PETTY CASH	238.23
81322	8/15/16	99999	JASON RODRIGUEZ	90.00
81323	8/15/16	99999	MARKECE PECO	10.40
81324	8/15/16	99999	MARKECE PECO	15.12
81325	8/15/16	3001	VERIZON WIRELES	2,458.18
81326	8/18/16	4188	ACCO ENGINEERED	5,478.72
81327	8/18/16	51	ADVANCED BATTER	327.99
81328	8/18/16	4279	BOSS JANITORIAL	2,892.10
81329	8/18/16	649	CINTAS CORP #69	201.07
81330	8/18/16	710	COMMUNICATIONS	610.10
81331	8/18/16	1092	FORENSIC NURSE	690.00
81332	8/18/16	1198	GLOBALSTAR LLC	58.60
81333	8/18/16	1241	GRAND PRINTING	94.61
81334	8/18/16	1561	KEYSTONE UNIFOR	539.33
81335	8/18/16	1663	LAW ENFORCEMENT	50.00
81336	8/18/16	4459	MATSUMOTO, MICH	5,880.00
81337	8/18/16	1874	MEGGITT TRAININ	2,867.68
81338	8/18/16	4484	MERCADO, JESSIC	1,229.50
81339	8/18/16	2101	OCLC/FOREST PRE	3,607.21
81340	8/18/16	2104	OFFICE DEPOT	222.34
81341	8/18/16	4228	RICHARD'S CUSTO	406.92
81342	8/18/16	2966	V & V MANUFACTU	274.46

CITY OF COVINA
Check Register
July 29 - Aug. 18, 2016

<i>subtotal checks</i>	\$ 2,091,403.41
<i>subtotal payroll</i>	\$ 603,921.09
<i>subtotal voids (prior to current mo.)</i>	\$ -
<i>subtotal workers' compensation</i>	\$ 14,163.94
TOTAL checks/EFTs	\$2,738,875.71

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

I, Anita Agramonte, 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 accounts payable for 7/29-8/18/16; payroll for 8/11/16; workers' compensation and voids for 7/29-8/18/16; know the contents thereof, and do certify as to the accuracy of the attached demands and the availability of funds for their payment pursuant to the Government Code Section 37202.



Anita Agramonte
Finance Director

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**SUCCESSOR AGENCY TO THE
COVINA REDEVELOPMENT AGENCY**

AGENDA REPORT

ITEM NO. CC 3

MEETING DATE: September 6, 2016

TITLE: Payment of Demands

PRESENTED BY: Geoffrey Cobbett, City Treasurer
Anita Agramonte, Finance Director

RECOMMENDATION: Approve Payment of Demands in the amount of \$65,379.56

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

<u>DATE OF DEMANDS</u>	<u>DEMAND NUMBERS</u>	<u>AMOUNT</u>
July 29 - Aug. 18, 2016	1355-1362	\$58,180.64
<u>VOIDS</u>		\$0.00
<u>PAYROLL</u>		
8/11/16		\$7,198.92
GRAND TOTAL:		\$65,379.56

DISCUSSION:

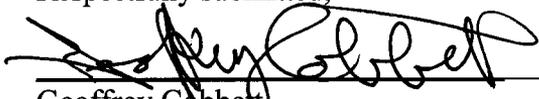
The attached reports have been reviewed by the City Treasurer and by the Finance Director.

FISCAL IMPACT:

Sufficient funding is available and the related costs are included in the Fiscal Years 15/16 and 16/17 Adopted Budgets.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

Respectfully submitted,



 Geoffrey Cobbett
 City Treasurer



 Anita Agramonte
 Finance Director

ATTACHMENTS:

Attachment A: Check Register

SUCCESSOR AGENCY TO THE
 COVINA REDEVELOPMENT AGENCY
 Check Register
 July 29 - Aug. 18, 2016

Check #	Check Date	Vendor	Name	Amount
1355	8/4/16	896	DH MAINTENANCE	95.00
1356	8/4/16	970	EDISON CO	273.84
1357	8/4/16	1156	GAS COMPANY, TH	38.63
1358	8/4/16	2452	RJS FINANCIAL	49,840.00
1359	8/10/16	1352	HINDERLITER DEL	3,465.00
1360	8/10/16	3796	RICHARD, WATSON	4,345.00
1361	8/10/16	2942	UNITED SITE SER	68.17
1362	8/10/16	3796	RICHARD, WATSON	55.00
			<i>subtotal checks</i>	\$58,180.64
			<i>subtotal voids</i>	\$0.00
			<i>subtotal payroll</i>	\$7,198.92
			TOTAL CHECKS/EFT's	\$65,379.56

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

I, Anita Agramonte, 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 accounts payable and voids for 7/29-8/18/16 and payroll for 8/11/16; know the contents thereof, and do certify as to the accuracy of the attached demands and the availability of funds for their payment pursuant to the Government Code Section 37202.



Anita Agramonte
Finance Director

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CITY OF COVINA

AGENDA REPORT

ITEM NO. CC 4

- MEETING DATE:** September 6, 2016
- TITLE:** City Council to Adopt **Resolution No. 16-7516** Confirming Continued Existence of an Emergency Condition for the Residual Control System at the Charter Oak Reservoir Site Pursuant to Chapter 2.5 (Emergency Contracting Procedures) of the Public Contracts Code
- PRESENTED BY:** Siobhan Foster, Director of Public Works
- RECOMMENDATION:** Adoption of Resolution No. 16-7516 confirming continued existence of an emergency condition for the Residual Control System at the Charter Oak Reservoir Site Pursuant to Chapter 2.5 (Emergency Contracting Procedures) of the Public Contracts Code

BACKGROUND:

The Charter Oak site consists of four, above-ground reservoirs each with a 3 million gallon (MG) capacity. The Charter Oak site supplies Water Zone 1 and Water Zone 2 via the Charter Oak Booster Pump Station. Water Zone 1 is the largest zone, encompassing the low elevation area that occupies the west and central portion of the City’s water system. The northern and eastern portions of the system comprise Water Zone 2.

Name	Material	Year Constructed	Capacity (MG)
Charter Oak Reservoir 1	Concrete	1954	3.0
Charter Oak Reservoir 2	Steel	1957	3.0
Charter Oak Reservoir 3	Steel	1964	3.0
Charter Oak Reservoir 4	Concrete	2014	3.0

As the City of Covina does not pump its own water, the City relies on water from Covina Irrigating Company (CIC) and the Metropolitan Water District of Southern California (MWD) through the Three Valleys Municipal Water District (TVMWD). CIC’s water comes predominantly from the San Gabriel River and Main San Gabriel Valley Groundwater Basin. Water from CIC enters at two points in the City’s water system. There is a connection at Cypress Reservoir, which is 3000 gallons per minute (gpm), and another at Forestdale Reservoir at 4000 gpm.

The City also has a connection with TVMWD, which treats water from the Metropolitan Water District of Southern California (MWD). The connection is located at the Charter Oak site with an 8,980 gpm capacity. MWD’s primary source of water in this area is the Colorado River. Currently, however, MWD is receiving water from the State Water Project system. The City operates this connection during periods of high demand.

The City's water suppliers, CIC and MWD, both use chloramines for disinfection purposes. MWD has used chloramines since 1984, as this disinfection method endures well and provides longer-lasting disinfection to water that travels long distances to its multiple water purveyors. CIC began using chloramines on May 4, 2015, when it implemented ultra-violet treatment at the William B. Temple Water Treatment Plant No 1. The State Water Resources Control Board, Division of Drinking Water (SWRCB) was insistent that CIC use chloramines for disinfection purposes to be compatible with MWD water. Prior to May 2015, CIC used free chlorine as a disinfectant and since Covina's water supply would typically be a blend of CIC and MWD water, a blended combination of chlorine and chloramines would have been present in the City's water supply in varying quantities depending on the mix of water in the City's distribution system at any given time.

The City of Covina is required to test for all regulated contaminants in its water system including bacteriological quality and disinfectant residual at water-sampling stations throughout the system. The City collects and analyzes approximately 50 water samples each month.

Since Covina's water suppliers began supplying the City with chloramine-only treated water in May 2015, the City has been mindful that the water system may experience nitrification in its water supply since nitrites are a byproduct of chloramines. Nitrification can degrade a distribution system's water quality and negatively affect regulatory compliance and lead to health and safety concerns if not properly managed. Once nitrification has started, it can be difficult to control. A key symptom of nitrification may be the decrease of chloramine residual as it travels through the distribution system. Given the potential for serious water quality, health, and safety concerns that may result from nitrification, it is imperative to prevent nitrification from occurring in the first place, or barring that, promptly remediate nitrification as soon as it is discovered.

Nitrification usually occurs when water temperatures are warmer and water usage is low. To mitigate the possibility of nitrification, the City seeks to cycle water in the reservoir tanks, reduce the age of the water stored by keeping water moving through the system, and reducing the volume of water stored in reservoirs during extended periods of low water demand.

Understanding that nitrification may occur at any time when chloramines are used to treat water, the Department of Public Works recommended the implementation of a residual control system (RCS), including a chemical feed system, water quality station, and smart controller, as a longer-term strategy at the City's largest reservoir, the Charter Oak site.

On August 16, 2016, the City Council adopted Resolution No. 16-7508 for the RCS at the Charter Oak Reservoir Site Emergency Project, declaring that the public interest and necessity demand the immediate expenditure of public money and completion of certain work without competitive bidding to safeguard life, health, or property pursuant to Chapter 2.5 (Emergency Contracting Procedures) of the Public Contracts Code and authorizing the City Manager to execute all necessary contracts and documents with qualified contractors and vendors to respond to the emergency condition at the Charter Oak Reservoir Site.

Public Contracts Code Section 22050 requires a governing body that takes action pursuant to subdivision (a) of that Section to review the Emergency action at its next regularly scheduled meeting, and by four-fifths vote, determine that there is a need to continue the action. Adoption of Resolution No. 16-7516 will confirm the continued existence of an emergency condition for

the RCS at the Charter Oak Reservoir Site pursuant to Chapter 2.5 (Emergency Contracting Procedures) of the Public Contracts Code.

DISCUSSION:

The City Council’s adoption of Resolution No. 16-7508 on August 16, 2016 made the findings needed to allow the City Manager to immediately retain the services necessary for the RCS at the Charter Oak Reservoir Site, pursuant to the Public Contracts Code Sections 20168 and 22050. The City retained services, without competitive bidding, with Doane and Hartwig Water Systems, Inc. to provide a RCS System, which includes the Chemical Feed System, Water Quality Station, and Smart Controller, and Control Automation Design, Inc. to complete the configuration and installation of the SCADA system.

On August 23, 2016, Public Works staff met with CIC and James Ko, Associate Sanitary Engineer, from the State Water Resources Control Board Division of Drinking Water to discuss the operational treatment methods for mitigating the symptoms of nitrification, documentation requested, ongoing monitoring, and the RCS project. Direction was provided that the City continues with the RCS project and provides periodic feedback to James Ko for the duration of the project.

The tentative project schedule is outlined below with project completion expected by the end of December 2016.

August 2016	September 2016	October 2016	November 2016	December 2016
Purchase RCS	██████████			
Fabrication and installation of RCS system and related equipment	████████████████████			
RCS Start-up and training			██████████	
SCADA installation				██████████
SCADA training				██████████

RCS technology is a proven methodology that has been used by several local municipalities to mitigate symptoms of nitrification in their water systems. RCS technology coupled with operational methods, such as regularly circulating the water in the Charter Oak reservoirs, are best management practices (BMPs) for mitigating the symptoms of nitrification. The combination of technological and operational treatment methods in a timely manner is necessary to safeguard the City’s water supply.

RCS is an intelligent disinfectant boosting system that gives operators the ability to set and maintain residual levels in water storage tanks and key locations in the distribution system. By combining advanced water quality sensors with powerful tank mixing and an automated chemical feed system, the RCS enables operators to eliminate manual boosting and quickly counteract adverse water quality changes. The RCS comes with basic Supervisory Control and Data Acquisition (SCADA) capability with functionality for eight standard outputs (i.e. total chlorine, temperature, pH, etc.) The mixer also comes with standard SCADA functions: dry contact input, on/off control, dry contact outputs running, and fault.

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

FISCAL IMPACT:

The estimated fiscal impact associated with the Charter Oak Reservoir Site – Residual Control System Project is approximately \$163,000. Sufficient funding for the proposed project is available in the Department of Public Works/Water Capital Improvement budget (Account No. 6011-5080-55410). The following table represents a summary of the proposed project:

RCS	\$126,000
SCADA Programming/Interface	\$25,000
Contingency Allowance	\$10,000
Contract Administration/Inspection	\$2,000
Estimated Total	\$163,000

The proposed project has no General Fund impact.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

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

Respectfully submitted,



Siobhan Foster
Director of Public Works

ATTACHMENTS:

Attachment A: Resolution 16-7516

RESOLUTION NO. 16-7516

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, CONFIRMING THE CONTINUED EXISTENCE OF AN EMERGENCY CONDITION FOR THE RESIDUAL CONTROL SYSTEM AT THE CHARTER OAK RESERVOIR SITE EMERGENCY PROJECT, PURSUANT TO SECTION 22050 OF THE CALIFORNIA PUBLIC CONTRACT CODE

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

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

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

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

WHEREAS, The City of Covina has identified that the Charter Oak Reservoir Site, which includes four (4) reservoirs, is in need of immediate action. Since Covina’s water suppliers began supplying the City with chloramine-only treated water in May 2015, the City has been mindful that the water system may experience nitrification in its water supply since nitrites are a byproduct of chloramines. In mid-July 2016, due in part to a series of field tests performed by Covina Irrigating Company (CIC), the City became aware that the Charter Oak reservoirs are experiencing symptoms of nitrification, which require immediate action as nitrification can degrade a distribution system’s water quality and negatively affect regulatory compliance, leading to potential health and safety concerns. Residual Control System (RCS) technology coupled with operational methods, such as regularly circulating the water in the Charter Oak reservoirs, are best management practices (BMPs) for mitigating the symptoms of nitrification. The combination of technological and operational treatment methods in a timely manner is necessary to safeguard the City’s water supply. As a result, the Department of Public Works recommends the immediate procurement and implementation of an RCS system at the Charter Oak site as an emergency action, including the chemical feed system, water quality station, and smart controller; and

WHEREAS, on August 16, 2016, the Covina City Council adopted Resolution No. 16-7508 declaring an emergency condition and declaring that the public interest and necessity requires certain work to be performed without competitive bidding pursuant to California Public Contract Code Sections 20168 and 22050; and

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

WHEREAS, the City Manager immediately retained the services necessary to remediate the Charter Oak Reservoir Site, without competitive bidding, including Doane and Hartwig Water Systems, Inc. to provide a RCS System, which includes the Chemical Feed System, Water Quality Station, and Smart Controller, and Control Automation Design, Inc. to complete the configuration and installation of the SCADA system; and

WHEREAS, the schedule for the RCS at the Charter Oak Reservoir Site Emergency Project runs tentatively from mid-August 2016 through project completion estimated to occur by the end of December 2016; and

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

WHEREAS, Resolution No. 16-7516 constitutes action specified in subdivision (a) of California Public Contract Code Section 22050; and

WHEREAS, the RCS at the Charter Oak Site Emergency Project is ongoing.

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

SECTION 1. The City Council hereby reviews the emergency action approved in City Council Resolution No. 16-7508 for the Charter Oak Reservoir Site – Residual Control System pursuant to California Public Contract Code Section 22050.

SECTION 2. The City Council hereby determines that the emergency action for the Charter Oak Reservoir Site – Residual Control System needs to continue through project completion estimated to occur by the end of December 2016 in order to respond to the emergency pursuant to California Contract Code Section 22050.

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

SECTION 4. The City Clerk shall certify to the passage and adoption of this resolution and shall enter the same in the Book of Original Resolutions.

APPROVED and PASSED this ___ day of _____, 20__.

City of Covina, California

BY: _____
KEVIN STAPLETON, Mayor

ATTEST:

SHARON F. CLARK, Chief Deputy City Clerk

APPROVED AS TO FORM:

CANDICE K. LEE, City Attorney

CERTIFICATION

I, Sharon F. Clark, Chief Deputy City Clerk of the City of Covina, do hereby certify that Resolution No. 15-7516 was duly adopted by the City Council of the City of Covina at a regular meeting held on the ___ day of _____, 20 __, by the following vote:

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

Dated:

SHARON F. CLARK, Chief Deputy City Clerk

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CITY OF COVINA

AGENDA REPORT

ITEM NO. CC 5

MEETING DATE: September 6, 2016

TITLE: Ordinance No. 16-2059 Amending Sections of Covina Municipal Code Chapter 14 to Delete the Board of Appeals as an Advisory Body of the City – Second Reading and Adoption.

PRESENTED BY: Sharon Clark, Chief Deputy City Clerk/Records Management Director

RECOMMENDATION: Waive full reading, read by title only and adopt on second reading **Ordinance No. 16-2059** entitled, “AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, AMENDING SECTIONS OF COVINA MUNICIPAL CODE CHAPTER 14 TO DELETE THE BOARD OF APPEALS AS AN ADVISORY BODY OF THE CITY.”

BACKGROUND:

The attached Ordinance was approved at introduction by a 4-0-1 vote (Councilmember Delach absent) of the City Council at the August 16, 2016, City Council Meeting.

DISCUSSION:

It is recommended that the City Council waive full reading, read by title only and adopt on second reading **Ordinance No. 16-2059** entitled, “AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, AMENDING SECTIONS OF COVINA MUNICIPAL CODE CHAPTER 14 TO DELETE THE BOARD OF APPEALS AS AN ADVISORY BODY OF THE CITY.”

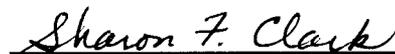
FISCAL IMPACT:

None.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

N/A.

Respectfully submitted,



Sharon F. Clark
Chief Deputy City Clerk

ATTACHMENT:

Attachment A: Ordinance No. 16-2059

ORDINANCE NO. 16-2059

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, AMENDING SECTIONS OF COVINA MUNICIPAL CODE CHAPTER 14 TO DELETE THE BOARD OF APPEALS AS AN ADVISORY BODY OF THE CITY

THE CITY COUNCIL OF THE CITY OF COVINA DOES HEREBY ORDAIN AS FOLLOWS:

WHEREAS, The Board of Appeals was established per Ordinance No. 229 of the City of Covina, adopted on May 22, 1939; and subsequently amended by Ordinance Nos. 05-1921, 10-1978, 10-1990, and 13-2027; and

WHEREAS, the Boards of Appeals was created to adjudicate disputes related to building code requirements and/or interpretations and is no longer relevant due to changes in State law which require each jurisdiction to have a Building Official who is responsible for enforcing and interpreting the building code; and

WHEREAS, on April 9, 2016, the City Council adopted Resolution No. 16-7480 adopting policies related to the advisory bodies of the City and indicating its intent to eliminate the Board of Appeals as an advisory body of the City of Covina.

WHEREAS, on August 16, 2016, the City Council adopted Resolution No. 16-7505 amending policies related to the advisory bodies of the City and indicating its intent to eliminate the Board of Appeals as an advisory body of the City of Covina.

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

SECTION 1. The Board of Appeals is hereby deleted from the Covina Municipal Code as an advisory body of the City and the Covina Municipal Code amended as follows:

- A. Chapter 14.04.160
 - a. Section 113: Title amended to “APPEALS.”
 - b. Section 113.2 (B) shall be amended to add, “The decision of the impartial hearing officer shall be final.”
 - c. Section 113.2 (C) and (D) deleted.
 - d. Section 113.3 deleted.
 - e. Section 113.4 deleted.
- B. Chapter 14.05.120
 - a. Section R112: Title amended to “Appeals – Amended.”
 - b. Section R112.3 (C) and (D) deleted.
 - c. Section R112.4 deleted.
 - d. Section R112.5 deleted.
- C. Chapter 14.06.040
 - a. Subsection 89.108.8: Title amended to “Appeals – Amended.”
- D. Chapter 14.08.030: Title amended to “Appeals – Amended.”
- E. Chapter 14.12.030: Title amended to “Appeals – Amended.”

SECTION 2. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unenforceable by a court of competent jurisdiction, the remaining portions of this Ordinance shall nonetheless remain in full force and effect. The people of the City of Covina hereby declare that they would have adopted each section, subsection, sentence, clause, phrase, or portion of this Ordinance, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions of this Ordinance be declared invalid or unenforceable.

SECTION 3. The City Clerk shall certify to the passage of this ordinance and shall cause the same to be entered in the book of original ordinances of said City; shall make a minute passage and adoption thereof in the records of the meeting at which time the same is passed and adopted; and shall, within fifteen (15) days after the passage and adoption thereof, cause the same to be published as required by law, in a local weekly newspaper of general circulation and which is hereby designated for that purpose.

PASSED, APPROVED and ADOPTED this 16th day of August, 2016.

City of Covina, California

BY: _____
KEVIN STAPLETON, Mayor

ATTEST:

SHARON F. CLARK, Chief Deputy City Clerk

APPROVED AS TO FORM:

CANDICE K. LEE, City Attorney

CERTIFICATION

I, Sharon F. Clark, Chief Deputy City Clerk of the City of Covina, do hereby certify that Ordinance No. 16-2059 was introduced for first reading at a regular meeting on the 16th day of August, 2016, by the following vote:

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

Thereafter, said Ordinance was duly approved and adopted at a REGULAR meeting of said City Council on the ____ day of _____, 20__, by the following vote:

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

Dated:

SHARON F. CLARK, Chief Deputy City Clerk



CITY OF COVINA

AGENDA REPORT

ITEM NO. CC 6

MEETING DATE: September 6, 2016

TITLE: Ordinance No. 16-2060 Amending Sections of Covina Municipal Code Chapter 14 to Delete the Amending Chapter 17.81 of the Covina Municipal Code to Delete the Historic Preservation Board as an Advisory Body of the City and Transfer All Duties Thereof to the Planning Commission – Second Reading and Adoption.

PRESENTED BY: Sharon Clark, Chief Deputy City Clerk/Records Management Director

RECOMMENDATION: Waive full reading, read by title only and adopt on second reading **Ordinance No. 16-2060** entitled, “AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, AMENDING CHAPTER 17.81 OF THE COVINA MUNICIPAL CODE, TO DELETE THE HISTORIC PRESERVATION BOARD AS AN ADVISORY BODY OF THE CITY AND TRANSFER ALL DUTIES THEREOF TO THE PLANNING COMMISSION.”

BACKGROUND:

The attached Ordinance was approved at introduction by a 4-0-1 vote (Councilmember Delach absent) of the City Council at the August 16, 2016, City Council Meeting.

DISCUSSION:

It is recommended that the City Council waive full reading, read by title only and adopt on second reading **Ordinance No. 16-2060** entitled, “AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, AMENDING CHAPTER 17.81 OF THE COVINA MUNICIPAL CODE, TO DELETE THE HISTORIC PRESERVATION BOARD AS AN ADVISORY BODY OF THE CITY AND TRANSFER ALL DUTIES THEREOF TO THE PLANNING COMMISSION.”

FISCAL IMPACT:

None.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

N/A.

Respectfully submitted,

Sharon F. Clark
Sharon F. Clark
Chief Deputy City Clerk

ATTACHMENT:

Attachment A: Ordinance No. 16-2060

ORDINANCE NO. 16-2060

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, AMENDING CHAPTER 17.81 OF THE COVINA MUNICIPAL CODE, TO DELETE THE HISTORIC PRESERVATION BOARD AS AN ADVISORY BODY OF THE CITY AND TRANSFER ALL DUTIES THEREOF TO THE PLANNING COMMISSION

THE CITY COUNCIL OF THE CITY OF COVINA DOES HEREBY ORDAIN AS FOLLOWS:

WHEREAS, Ordinance No. 97-1812, adopted on February 18, 1997, added Chapter 17.81, Historic Preservation, to the Covina Municipal Code and established the Historic Preservation Board as an advisory body to the City Council; and

WHEREAS, the Historic Preservation Board has not had occasion to meet for several years; and

WHEREAS, the recent history of membership on the Historic Preservation Board is that Board members are the same individuals who serve on the Planning Commission, and vacancies on the Board have remained unfilled; and

WHEREAS, the determination of the Community Development Director is that the duties of the Historic Preservation Board can efficiently be handled by the Planning Commission; and

WHEREAS, Chapter 17.81, Section 17.81.020(j) provides that, "...The City Council may, but is not obligated to, combine the duties of the Historic Preservation Board with those of the Planning Commission."

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

SECTION 1. Chapter 17.81 of the Covina Municipal Code shall be amended as follows:

1. Section 17.81.020(j) shall be deleted in its entirety and subsequent subsections renumbered accordingly.
2. All references to the "Historic Preservation Board" in Chapter 17.81 shall be replaced with "Planning Commission," except where redundant with "Planning Commission."
3. All other provisions of Chapter 17.81 shall remain unmodified.

SECTION 2. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unenforceable by a court of competent jurisdiction, the remaining portions of this Ordinance shall nonetheless remain in full force and effect. The people of the City of Covina hereby declare that they would have adopted each section, subsection, sentence, clause, phrase, or portion of this Ordinance, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions of this Ordinance be declared invalid or unenforceable.

SECTION 3. The City Clerk shall certify to the passage of this ordinance and shall cause the same to be entered in the book of original ordinances of said City; shall make a minute passage and adoption thereof in the records of the meeting at which time the same is passed and adopted; and shall, within fifteen (15) days after the passage and adoption thereof, cause the same to be published as required by law, in a local weekly newspaper of general circulation and which is hereby designated for that purpose.

SECTION 4. The City Clerk is hereby directed to forward a copy of this ordinance to the Community Development Director.

PASSED, APPROVED and ADOPTED this ___ day of ____, 20__.

City of Covina, California

BY: _____
KEVIN STAPLETON, Mayor

ATTEST:

SHARON F. CLARK, Chief Deputy City Clerk

APPROVED AS TO FORM:

CANDICE K. LEE, City Attorney

CERTIFICATION

I, Sharon F. Clark, Chief Deputy City Clerk of the City of Covina, do hereby certify that Ordinance No. 16-2060 was introduced for first reading at a regular meeting on the 16th day of August, 2016, by the following vote:

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

Thereafter, said Ordinance was duly approved and adopted at a REGULAR meeting of said City Council on the ____ day of _____, 20__, by the following vote:

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

Dated:

SHARON F. CLARK, Chief Deputy City Clerk

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CITY OF COVINA

AGENDA REPORT

ITEM NO. CC 7

MEETING DATE: September 6, 2016

TITLE: Investment Policies for Fiscal Year 2016-2017 for the City of Covina and Successor Agency to the Covina Redevelopment Agency

PRESENTED BY: Anita Agramonte, Finance director
Geoffrey Cobbett, Elected City Treasurer

RECOMMENDATION: Adopt Resolution Number 16-7515 adopting an investment policy for the City's investment portfolio for Fiscal Year 2016-2017 and Adopt Successor Agency Resolution Number 16-038 adopting an investment policy for the Agency's investment portfolio for Fiscal Year 2016-2017.

BACKGROUND:

An investment policy serves as the foundation for the City's investment goals and priorities. Prior to 2004, the City/Agency Treasurer was required by Government Code Section 53646 to submit a statement of investment policy to the City Council/Agency Directors for Council/Agency adoption. With the advent of AB 2853 the requirement to submit investment policies was made optional, although Legislature still encourages an annual review.

DISCUSSION:

The policy has been reviewed by City and Agency Treasurer, Geoff Cobbett. There are no changes recommended from the prior year policy. The investment policies are submitted for adoption for fiscal year 2016-2017 in accordance with legislation recommendation and in keeping with industry best practices.

The adoption of the investment policy at the start of the fiscal year does not preclude the City Council from amending the policy at any time during the fiscal year.

FISCAL IMPACT:

None.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

None.

Respectfully submitted,



Anita Agramonte
Finance Director

ATTACHMENTS:

Attachment A: Investment Policy – Exhibit A

Attachment B: City Resolution No. 16-7515

Attachment C: Successor Agency Resolution No. 16-038

CITY OF COVINA AND SUCCESSOR AGENCY TO THE COVINA REDEVELOPMENT AGENCY
STATEMENT OF INVESTMENT POLICY
FISCAL YEAR 2016-2017

PURPOSE:

- A. This Investment Policy is set forth by the City of Covina (City) for the following purposes:
1. To establish a clear understanding for the Council, City management, responsible employees, and third parties of the objectives, policies, and guidelines for the investment of the City's idle and surplus funds.
 2. To offer guidance to investment staff and any outside advisers on the investment of City funds.
 3. To establish a basis for evaluating investment results.
- B. The general purpose of this Investment Policy is to outline a philosophy and attitude that will guide the investment of City funds toward the desired investment goals. It is intended to be sufficiently specific to be meaningful, yet adequately flexible to be practical.

POLICY

It is the policy of the City to invest public funds in a manner that will provide the highest investment return with maximum security while meeting the daily cash flow demands of the City and conforming to all State and local statutes governing the investment of public funds.

1.0 SCOPE:

This Investment Policy applies to all cash assets of the City. Cash assets held by the City shall be pooled in order to manage the City's cash resources effectively. All pooled cash assets are accounted for in the City's Comprehensive Annual Financial Report and include the following funds:

FUNDS:

- 1.1.1 General Fund
- 1.1.2 Special Revenue Funds
- 1.1.3 Debt Service Funds
- 1.1.4 Capital Projects Funds
- 1.1.5 Enterprise Funds
- 1.1.6 Internal Service Funds
- 1.1.7 Trust and Agency Funds

The scope of this investment policy does not extend to cash assets held by fiscal agents, deferred compensation cash assets or other cash assets over which the City does not exercise specific control.

CITY OF COVINA
STATEMENT OF INVESTMENT POLICY
FISCAL YEAR 2016-2017 (Continued)

2.0 PRUDENCE:

The standard of prudence to be used by investment officials shall be the “**prudent investor**” standard and shall be applied in the context of managing the overall portfolio. This standard requires all investment officials, when investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, to act with the care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the City, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the City. Within the limitations of this section and considering individual investments as part of an overall strategy, investments may be acquired as authorized by law.

3.0 OBJECTIVES:

The primary objectives, in priority order, of the City’s investment activities shall be:

3.1 **Safety.** Maintaining the principal value of assets entrusted to the City is the foremost objective of the investment program. Investments of the City shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio by limiting investment risk in the portfolio. Additionally, since all possible cash demands cannot be anticipated, the portfolio shall consist largely of securities with active secondary or resale markets.

3.1.1 **Credit Risk.** The City will minimize credit risk, the risk of loss due to financial failure of the security issuer or backer by;

- Limiting exposure to poor credits and concentrating investments in the safest type of securities.
- Pre-qualifying the financial institutions, broker/dealers, intermediaries and advisors that the City will do business with.
- Diversifying the investment portfolio so that the potential losses on individual investments will be minimized.
- Actively monitoring the investment portfolio for ratings changes, changing economic/market conditions, etc.

3.1.2 **Interest Rate Risk.** The City will minimize the risk that the market value of securities in the portfolio will fall due to changes in general interest rates by:

- Structuring the investment portfolio so that the securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities in the open market prior to maturity.
- Investing operating funds primarily in shorter-term securities or short-term investment pools.

3.2 **Liquidity.** The City’s investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. This is accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands (static liquidity). Furthermore, since all possible cash demands cannot be anticipated, the portfolio should consist largely of securities with active secondary or resale markets (dynamic liquidity).

CITY OF COVINA
STATEMENT OF INVESTMENT POLICY
FISCAL YEAR 2016-2017 (Continued)

3.3 **Return on Investment.** The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of secondary importance compared to the safety and liquidity objectives described above. The majority of the portfolio is limited to highly rated/low risk securities in anticipation of earning a fair return relative to the risk being assumed. Securities shall not be sold prior to maturity with the following exceptions:

- A security with declining credit may be sold early to minimize loss of principal.
- A security swap would improve the quality, yield, or target duration in the portfolio.
- Liquidity needs of the portfolio require that the security be sold.

4.0 REPORTING:

In accordance with amended Section 53646 of the Government Code, the Treasurer will annually render to the City Council in July of each fiscal year, a statement of investment policy. The Treasurer shall review the policy on an annual basis. Any investment currently held that does not meet the guidelines of this policy shall be exempted from the requirements of this policy. At maturity or liquidation, such moneys shall be reinvested only as provided by this policy.

Pursuant to Section 53607 and Section 53646 of the Government Code, the Treasurer shall render a report to the City Council and City Manager, containing detailed information on all securities, investments, and moneys of the City. The report will be submitted on a quarterly basis and be provided to the Council within 30 days following the end of the quarter.

The report will contain the following information on the funds that are subject to this investment policy: 1) the type of investment, name of the issuer, date of maturity, par and dollar amount invested on all securities in each investment; 2) any investments, including loans and security lending programs, that are under the management of contracted parties; 3) for all securities held by the City and under management of any outside party that is also a local agency or Local Agency Investment Fund, the current market value as of the date of the report, and source of this valuation; 4) a statement of the portfolio's compliance with the City's investment policy, or manner in which the portfolio is not in compliance; and 5) a statement denoting the City's ability to meet its pools expenditure requirements for the next six months, or an explanation as to why sufficient money shall, or may, not be available.

To the extent the City has funds invested in County investment pools the Treasurer shall request copies of all the investment reports generated by the Counties pursuant to Government Code Section 27133 and the annual audit required by Government Code Section 27134. The investment report shall reflect a summary of these reports and audits.

5.0 INTERNAL CONTROL:

The Finance Director is responsible for establishing and maintaining an adequate internal control structure designed to reasonably protect the assets of the City from loss, theft or misuse. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived and (2) the valuation of costs and benefits requires estimates and judgments by management.

CITY OF COVINA
STATEMENT OF INVESTMENT POLICY
FISCAL YEAR 2016-2017 (Continued)

Accordingly, the Finance Director shall establish a process for an annual independent review by an external auditor to assure compliance with policies and procedures. The internal controls shall address the following points:

Control of collusion.

- Separation of transaction authority from accounting and record keeping.
- Custodial safekeeping.
- Avoidance of physical delivery of securities whenever possible and address control requirements for physical delivery where necessary.
- Clear delegation of authority to subordinate staff members.
- Written confirmation of transactions for investments and wire transfers.
- Development of a wire transfer agreement with the lead bank and third-party custodian and implementation of the appropriate safeguards described in the GFOA Recommended Practice on "Electronic Transactions for State and Local Governments."
- Compliance and oversight with investment parameters including diversification and maximum maturities.

6.0 EXTERNAL AUDIT:

On at least an annual basis the City shall have an external auditor review the City's investments and provide an opinion to the City respecting the City's compliance with this Investment Policy.

7.0 QUALIFIED DEALERS AND INSTITUTIONS:

The City shall transact business only with those banks, savings and loans, registered investment securities dealers, and authorized representatives of investment pools, as authorized by the California Government Code Section 53600 *et seq.* The purchase of any investment, other than those purchased directly from the issuer, shall be purchased either from an institution licensed by the State as a broker/dealer, as defined in Section 25004 of the Corporation Code, who is a member of the National Association of Securities Dealers, or a member of a Federally regulated securities exchange, a National or State-Chartered Bank, a Federal or State Association (as defined by Section 5102 of the Financial Code), or a brokerage firm designed as a Primary Government Dealer by the Federal Reserve Bank. The Treasurer's staff shall review all institutions that wish to do business with the City in order to determine if they are adequately capitalized, make markets in securities appropriate to the City's needs, and agree to abide by the conditions set forth in this Investment Policy. All financial institutions and broker/dealers who desire to become qualified bidders for investment transactions must provide a current audited financial statement.

CITY OF COVINA
STATEMENT OF INVESTMENT POLICY
FISCAL YEAR 2016-2017 (Continued)

8.0 AUTHORIZED AND SUITABLE INVESTMENTS:

All investments shall be made in accordance with Sections 53600 *et seq.* of the Government Code of California and as described in the “Permitted Investments” section of this Investment Policy:

8.1 **PERMITTED INVESTMENTS** under this policy shall include:

- 8.1.1 **Securities issued by the U.S. Government or an agency** of the U.S. Government and fully guaranteed as to payment by the U.S. Government or agency of the U.S. Government. Permitted securities shall have fixed coupons, fixed maturity dates and no-call provisions, provided that the stated final maturity does not exceed five years from the date of purchase. Investment in securities issued by agencies of the U.S. Government shall be limited to a maximum of 30 percent of the total and 10 percent of the total portfolio in securities issued by any one Federal agency.
- 8.1.2 **Commercial paper** of “prime” quality rated a minimum of P-1 by Moody’s Investor Services (Moody’s) or A-1 by Standard & Poor’s, Inc. (S&P) provided that: (a) the maturity does not exceed 180 days from the date of purchase; (b) the issuer is a special purpose corporation, trust, or limited liability company organized and operating in the United States with assets in excess of \$500 million; debt other than commercial paper, if any, that is rated “A” or higher by a nationally recognized statistical rating organization (NRSRO); and program-wide credit enhancements including, but not limited to, overcollateralization, letters of credit, or a surety bond; (c) no more than 15 percent of the City’s portfolio is invested in commercial paper.
- 8.1.3 **Banker’s acceptance** of “prime” quality issued by institutions the short-term obligations of which are rated a minimum P-1 by Moody’s or A-1 by S&P provided that: (a) the acceptances are eligible for purchase by the Federal Reserve system; (b) the maturity does not exceed 180 days; and (c) no more than 20 percent of the City’s total portfolio may be invested in banker’s acceptances.
- 8.1.4 **Medium-term (or corporate) notes** with fixed coupons, fixed maturity and no-call provisions, issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States, the long-term obligations of which are rated at least AA- by S&P or Aa- by Moody’s. No more than 10 percent of the City’s portfolio may be invested in eligible medium-term or corporate notes. The maximum maturity of medium-term corporate notes is two (2) years. Investments in medium-term notes issued by agencies of the Federal Government are governed by Section 8.1.1 of this policy.
- 8.1.5 **Mutual funds** invested in U.S. Government securities that strive to maintain a price of \$1.00 per share (“Government money market funds”) in excess of \$500 million in total portfolio value and a rating of Aaa by Moody’s and AAA by S&P. Investment in such funds shall not exceed ten percent (10%) of the City’s total portfolio.

CITY OF COVINA
STATEMENT OF INVESTMENT POLICY
FISCAL YEAR 2016-2017 (Continued)

- 8.1.6 **Certificates of deposit (CDs)** with fixed coupons and fixed maturity date that may not exceed two (2) years.
 - 8.1.6.1 **Insured deposits**, time deposits not exceeding \$250,000, shall be permitted only in those financial institutions that are active members of the Federal Deposit Insurance Corporate (FDIC). Total insured deposits may not exceed ten percent (10%) of the City's total portfolio.
 - 8.1.6.2 **Secured (collateralized) time deposits** shall be permitted only in those financial institutions meeting the following criteria: (a) in good standing with the California State Collateral Pool; and (b) having a net operating profit in the two (2) most recently completed years; and (c) having long-term debt currently rated A- or higher by S&P or A-3 or higher by Moody's; or having short-term debt rated at least A-1 by S&P or P-1 by Moody's. Total secured time deposits may not exceed ten percent (10%) of the City's total portfolio.
 - 8.1.6.3 **Unsecured (negotiable) deposits (NCDs)** shall be permitted only in those financial institutions meeting the criteria listed in Subsection 8.1.7.2 and, in addition, having total assets in excess of \$1 billion. Total NCDs may not exceed ten percent (10%) of the City's total portfolio.
- 8.1.7 **Local Agency Investment Funds (LAIF)** administered by the State Treasurer's Office.
- 8.1.8 **Passbook accounts that are** maintained solely to provide for ongoing operational needs should be subject to the requirements of this policy.
- 8.1.9 **Municipal bonds** issued by the City or any component unit of the City at limits and maturity as approved by the City Council.
- 8.1.10 **Legal settlements.** Any noncash financial instrument, promissory note or other form of indebtedness acquired by the City as part of a legal settlement.
- 8.2 **Prohibited Investments.** Investments not specifically delineated in Section 8.1 are prohibited. Prohibited investments include, but are not limited to:
 - 8.2.1 Collateralized mortgage obligations, even if issued by agencies of the U.S. Government.
 - 8.2.2 Repurchase agreements and reverse repurchase agreements.
 - 8.2.3 Futures and options.
- 8.3 **Securities** may be sold at a loss in order to improve the risk or return characteristics of the portfolio, to prevent anticipated further erosion of principal or when trading for securities that result in an expected net economic gain to the City.

CITY OF COVINA
STATEMENT OF INVESTMENT POLICY
FISCAL YEAR 2016-2017 (Continued)

If both Moody's and S&P downgrade securities owned by the City to a level below the quality required by this Investment Policy, it shall be the City's policy to sell such securities promptly.

9.0 DIVERSIFICATION REQUIREMENTS:

- 9.1 With the exception of securities issued by the U.S. Government and its agencies, and the Local Agency Investment Fund, no more than 5 percent of the portfolio may be invested in securities of any one issuer.
- 9.2 No more than 30 percent of the portfolio may be invested in securities issued by agencies of the U.S. Government.
- 9.3 No more than 10 percent of the portfolio may be invested in securities issued by any single agency of the U.S. Government.
- 9.4 No individual holding shall constitute more than 5 percent of the total debt outstanding of any issuer.
- 9.5 No more than 20 percent of the portfolio may be invested in banker's acceptances.
- 9.6 No more than 15 percent of the portfolio may be invested on commercial paper.
- 9.7 No more than 10 percent of the portfolio may be invested in medium-term (corporate) notes.
- 9.8 No more than 10 percent of the portfolio may be invested in government money market funds.
- 9.9 No more than 10 percent of the portfolio may be invested in insured certificates of deposit.
- 9.10 No more than 10 percent of the portfolio may be invested in secured time deposits.
- 9.11 No more than 10 percent of the portfolio may be invested in unsecured (negotiable) deposits.

The book value of the security will be used when calculating diversity compliance.

10.0 INVESTMENT POLICY ADOPTION:

The City's Investment Policy shall be adopted by resolution of the City Council of the City of Covina. The policy shall be reviewed each fiscal year, and any modifications thereto must be approved by the City Council.

CITY OF COVINA
STATEMENT OF INVESTMENT POLICY
FISCAL YEAR 2016-2017 (Continued)

11.0 CONFLICT OF INTEREST:

Any firm proposing to provide any type of investment service to the City shall acknowledge their familiarity with the provisions of the Political Reform Act, (California Government Code Section 8100 *et seq.*, and 2 Cal. Code of Regs. 18110 *et seq.*, (the “PRA”)) and the provisions limiting contractual conflicts of interest under California Government Code Section 1090 *et seq.* Any firm proposing to provide any type of investment service to the City shall also acknowledge their familiarity with and agree to abide by any federal or State law, regulation, rule, or policy pertaining to or limiting campaign contributions by such firms, their employees, spouses, and agents.

The provisions of the PRA shall continue to apply to require disclosure and disqualification by any City official or employee and shall apply to require disclosure of the same by any candidate for City office.

All persons, firms, dealers, brokers, and advisors providing investment service or bond issue assistance shall disclose to the City Manager and Finance Director all fee sharing, fee-splitting, and commission arrangements with other entities or persons prior to the City agreeing to buy an investment, or issuing bonds.

RESOLUTION NO. 16-7515

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINA,
CALIFORNIA, ADOPTING AN INVESTMENT POLICY FOR THE
CITY'S INVESTMENT PORTFOLIO FOR FISCAL YEAR 2016-2017**

WHEREAS, the City council wishes to clarify and establish investment policies to guide the City Manager, Finance Director, and City staff regarding City investments.

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

SECTION 1. Investments of City funds shall be made in accordance with the Statement of Investment Policy attached hereto as Exhibit A, and made a part hereof.

SECTION 2. The policies adopted by this resolution are in addition to and supplements any other legal requirements.

SECTION 3. The City Clerk shall certify to the passage and adoption of this resolution and the same shall take effect and be in force.

SECTION 4. The City Clerk shall certify to the passage and adoption of this resolution and shall enter the same in the Book of Original Resolutions.

APPROVED and PASSED this 6 day of September, 2016.

City of Covina, California

BY: _____
KEVIN STAPLETON, Mayor

ATTEST:

SHARON F. CLARK, Chief Deputy City Clerk

APPROVED AS TO FORM:

CANDICE K. LEE, City Attorney

CERTIFICATION

I, Sharon F. Clark, Chief Deputy City Clerk of the City of Covina, do hereby certify that Resolution No. 16-7515 was duly adopted by the City Council of the City of Covina at a regular meeting held on the 6th day of September, 2016, by the following vote:

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

Dated:

SHARON F. CLARK, Chief Deputy City Clerk

RESOLUTION NO. 16-038

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE COVINA REDEVELOPMENT AGENCY OF THE CITY OF COVINA, CALIFORNIA, ADOPTING AN INVESTMENT POLICY FOR THE CITY'S INVESTMENT PORTFOLIO FOR FISCAL YEAR 2016-2017

WHEREAS, the City council wishes to clarify and establish investment policies to guide the City Manager, Finance Director, and City staff regarding City investments.

NOW, THEREFORE, THE SUCCESSOR AGENCY TO THE COVINA REDEVELOPMENT AGENCY DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. Investments of City funds shall be made in accordance with the Statement of Investment Policy attached hereto as Exhibit A, and made a part hereof.

SECTION 2. The policies adopted by this resolution are in addition to and supplements any other legal requirements.

SECTION 3. The City Clerk shall certify to the passage and adoption of this resolution and the same shall take effect and be in force.

SECTION 4. The City Clerk shall certify to the passage and adoption of this resolution and shall enter the same in the Book of Original Resolutions.

APPROVED and PASSED this 6 day of September, 2016.

Successor Agency to the Covina
Redevelopment Agency of Covina, California

BY: _____
KEVIN STAPLETON, Chair

ATTEST:

SHARON F. CLARK, Agency Secretary

APPROVED AS TO FORM:

CANDICE K. LEE, Successor Agency Counsel

CERTIFICATION

I, Sharon F. Clark, Secretary of the Successor Agency to the Covina Redevelopment Agency, do hereby certify that Resolution No. 16-038 was duly adopted by the Successor Agency to the Covina Redevelopment Agency at a regular meeting held on the 6th day of September, 2016, by the following vote:

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

Dated:

SHARON F. CLARK, Agency Secretary



CITY OF COVINA

AGENDA REPORT

ITEM NO. CC 8

- MEETING DATE:** September 6, 2016
- TITLE:** Professional Services Agreements with Martin & Chapman Company and City Clerk Management Services, Inc. for Election Consulting Services for the March 7, 2017, General Municipal Election
- PRESENTED BY:** Sharon Clark, Chief Deputy City Clerk/Records Management Director
- RECOMMENDATION:**
- 1) Approve a Professional Services Agreement with Martin & Chapman Company in an amount not to exceed \$85,000.00; and authorize the Interim City Manager to execute the agreement.
 - 2) Approve a Professional Services Agreement with City Clerk Management Services in an amount not to exceed \$25,250.00; and authorize the Interim City Manager to execute the agreement.
 - 3) Adopt **Resolution No. 16-7518** amending the Fiscal Year 2016-17 Budget by \$24,410.68 for Elections consulting and postage.
-

BACKGROUND:

The City Clerk's Office is preparing for the upcoming General Municipal Election to be held on Tuesday, March 7, 2017, to elect three councilmembers, city clerk, and city treasurer; and for consideration of one city-initiated ballot measure. The Chief Deputy City Clerk serves as the elections official and will prepare the candidate handbook, develop an election planning calendar, distribute nomination material and forms, and publish required notices. Conduct of an election requires the acquisition of specialty materials and supplies including nomination petitions, sample ballots, official ballots, rosters of voters, vote-by-mail supplies, and precinct kits with notices, provisional voting materials and signs, translated to meet Voting Rights Act requirements. It is also necessary to secure a State-approved ballot-counting system. In addition, a trend toward voting by mail has greatly increased the number of vote-by-mail ballots which must be processed, signature-verified, and tracked in compliance with applicable local, state, and federal elections law and current legislation.

DISCUSSION:

Martin & Chapman Company has provided the City of Covina with specialized election-related services for a number of years and has provided elections services to over 400 cities, counties, districts and associations. Although there are other companies which are authorized by the Secretary of State to print ballots, some of which provide a portion of the specialty supplies needed for a city-conducted election, none of them offer the full range of services the City requires. Therefore, Martin & Chapman Co. was found to be the only full-service vendor specializing in municipal elections in California.

Pursuant to Council's direction at its regular study session meeting of August 16, 2016, to proceed with preparation for putting the Utility Users Tax measure on the March 2017 General Municipal Election ballot, staff requested an updated estimate for election services from Martin & Chapman Co. The addition of a ballot measure, combined with a significant increase in the number of registered voters and permanent vote-by-mail voters since the previous estimate was provided in May 2016, has resulted in an increase in the estimate for election services (Attachment A) from the previous estimate of \$60,000.00 to \$84,158.56. The new estimate includes postage costs which were accounted for separately in the approved Fiscal Year 2016-17 Budget, for a net postage increase of \$160.68.

The final cost for Martin & Chapman Co. services will be determined by the number of candidates on Covina's March 2017 ballot, the number of candidates who desire candidate statements, any additional ballot measures, the number of registered voters, and the number of permanent vote-by-mail voters. The number of registered voters is expected to continue to increase approaching the November 2016 presidential election. Therefore, staff respectfully requests the City enter into an agreement with Martin & Chapman Co. for 2017 election services in an amount not-to-exceed \$85,000.00, which allows a small contingency of \$841.44 for increases related to the factors listed.

City Clerk Management Services, Inc. has been providing expertise and professional project management services, including vote-by-mail management, since 2007. It is estimated that vote-by-mail processing will take many hours over several weeks. Under the current minimal staffing level, the City Clerk's Office is unable to absorb this additional workload. The scope of the proposed agreement covers complete vote-by-mail project management without a limitation on hours at a cost of \$24,500.00; and up to 10 hours of additional pre-election consulting assistance at \$75.00 per hour, at a maximum cost of \$750.00. Staff recommends the City enter into an agreement with City Clerk Management Services for 2017 election vote-by-mail project management and election consulting in an amount not-to-exceed \$25,250.00.

FISCAL IMPACT:

The adopted Budget for Fiscal Year 2016-17 contains funding of \$86,000.00 for Elections Consulting (1010-0600-51005) and \$7,209.00 for Elections Postage (1010-0600-53300). The proposed agreements would result in an increase of \$24,250.00 for Elections Consulting (1010-0600-51005) and \$160.68 for Elections Postage (1010-0600-53300).

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

None.

Respectfully submitted,

Sharon Clark
Chief Deputy City Clerk

ATTACHMENTS:

Attachment A: Martin & Chapman Estimate for Election Services
Attachment B: Professional Services Agreement with Martin & Chapman Company
Attachment C: Professional Services Agreement with City Clerk Management Services, Inc.
Attachment D: Resolution No. 16-7518

Martin & Chapman Co.

1951 Wright Circle * Anaheim, California 92806 * 714/939-9866 * Fax 714/939-9870

CITY OF COVINA
OFFICE OF THE CITY CLERK
125 E COLLEGE ST
COVINA, CA 91723-2199

AUGUST 30, 2016

Estimate based on	
Total Active Voters	25,600
PVBM Voters	8,900

*6 Candidates for City Council w/ 6 Statements

*1 Measure (8 pages total added for ES)

GENERAL MUNICIPAL ELECTION

March 7, 2017

Quantity	Description	Unit Price	Total	Subtotals
	PRE-ELECTION SUPPLIES			\$20.00
	PROCESSING OF COUNTY VOTER FILES RECEIVED			\$780.00
	120 DAY VOTER ID REPORT			\$432.00
	NOMINATION SUPPLIES			\$13.00
	MILITARY AND OVERSEAS VOTER SUPPLIES			\$280.00
	PERMANENT VOTE-BY-MAIL VOTER LABELS			\$2,311.50
	VOTE-BY-MAIL BALLOT SUPPLIES			\$10,438.15
	BOXES, LABELS FOR VBM SUPPLIES			\$78.60
	VBM TRACKING SYSTEM			\$1,974.62
	PRECINCT SUPPLIES			\$3,791.64
	REPORTS			\$1,333.44
	SAMPLE BALLOTS / VOTER INFORMATION PAMPHLETS / 20 PAGE BOOK			\$12,900.00
	PVBM INSERTS / VOTER INFORMATION PAMPHLETS / 24 PAGE DIGEST			\$9,200.00
	SAMPLE BALLOTS / VOTER INFORMATION PAMPHLETS / MAILING LABELS			\$1,318.40
	OFFICIAL BALLOTS AND SUPPLIES			\$6,502.60
	BALLOT COUNTING / ELECTION NIGHT SUPPLIES			\$5,803.00
	SUBTOTAL			
			Subtotal / Taxable Items	\$57,176.95
			Sales Tax 0.0900	\$5,145.93
				\$62,322.88
	MISCELLANEOUS SERVICES			\$1,280.00
	TRANSLATIONS			\$3,225.00
	MAILING SERVICES / SAMPLE BALLOTS			\$1,666.00
	POSTAGE ACTIVITY / SAMPLE BALLOTS			\$133.00

Quantity	Description	Unit Price	Total	Subtotals
	MAILING SERVICES / VOTE-BY-MAIL BALLOTS			\$5,056.50
	CITY CLERK'S VBM'S FOR ISSUING			\$177.00
	PVBM's / 29 AND 15 DAY VOTERS			\$8.50
	DELIVERY SERVICES			\$2,920.00
	Total Nontaxable Items			\$14,466.00
	TOTAL OF THIS ELECTION			\$76,788.88
				
	POSTAGE RECONCILIATION / SAMPLE BALLOTS			\$5,055.68
	POSTAGE RECONCILIATION / PERMANENT VOTE BY MAIL BALLOTS			\$2,314.00
	TOTAL ESTIMATED POSTAGE DUE			\$7,369.68
	ESTIMATE FOR 2017 ELECTION			\$84,158.56

Covina 2017 0307 Estimate w Measure

Quantity	Description	Unit Price	Total	Subtotals
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Definitions of terms used above:

- 1 **Processing of County Voter Files Received:** M&C receives a voter file in either flat or delimited format from the county, and we must format and manipulate that data to put into our programs that then generate reports and labels.
- 2 **Generate PVBM Voter Labels:** M&C takes the formatted voter file, extracts the PVBM voters, merges it with a postal software for automated sorting, upload it to Track My Mail software, and adds the Intelligent Mail Barcode to each voter.
- 3 **Generate Voter Address Labels:** M&C takes the formatted voter file, merges it with a postal software for automated sorting for the best postage amount, and merges with your assigned precinct and polling places for each voter.
- 4 **Affixing Address Labels:** M&C sends the generated voter address labels from above to a mailing house, which then affixes (via inkjet) the voters name, address and polling place information onto the sample ballots for each voter.
- 5 **Addressing PVBM Envelopes:** M&C sends the generated pvbm voter address labels from above to our envelope addresser, which then affixes (via inkjet) the voters name, address and voter ID information onto the envelope for each pvbm voter.

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is dated September 6, 2016, (“Effective Date”) and is between the City of Covina, a California municipal corporation (“City”) and Martin & Chapman Company, a Limited Liability Company (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

RECITALS

A. City desires to utilize the services of Consultant as an independent contractor to provide Election Consulting Services for the March 7, 2017, General Municipal Election.

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

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

The parties therefore agree as follows:

1. **Term of Agreement.** The term of this Agreement shall be from the Effective Date through June 15, 2017, unless sooner terminated as provided in Section 13 of this Agreement.

2. **Compensation.**

A. Compensation. City shall pay for the Services in installments as invoiced by Consultant, the TOTAL amount of which is not to exceed Eighty-five Thousand Dollars (**\$85,000.00**). Each installment will be payable upon satisfactory completion, in City’s determination, of the work in each phase identified below, and in an amount proportionate to the work Consultant performed or completed within each phase. The Parties agree that the total amount of this Agreement may change depending on the volume of materials to be translated, printed and mailed. The City will exercise due diligence in securing the necessary approvals from the City Council to increase the value of this Agreement if necessary. Consultant agrees not to cease performance of this Agreement while the City secures such authority.

If City requires additional work not included in this Agreement, Consultant and City shall negotiate the additional work, mutually agree on the amount of additional compensation, and memorialize the terms in either a separate written contract or an amendment to this Agreement.

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

C. Additional Services. City shall not allow any claims for additional services performed by Consultant, unless the City Council and the Consultant Representative authorize the additional services in writing prior to Consultant’s performance of the additional services or

incurrence of additional expenses. Any additional services or expenses authorized by the City Council shall be compensated at the rates set forth in **Exhibit A**, or, if not specified, at a rate mutually agreed to by the parties. City shall make payment for additional services and expenses in accordance with Section 4 of this Agreement.

3. **Consultant's Services.**

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

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

C. Time for Performance. Consultant shall commence the services on the Effective Date and shall perform all services by the deadline established by the City Representative or, if no deadline is established, with reasonable diligence.

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

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

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

G. Permits and Licenses. Consultant shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of services under this Agreement, including a business license. **Consultant is not required to obtain a City Business License, as all work performed is outside of the City.**

4. **Method of Payment.**

1. Invoices. Each invoice shall itemize the services rendered during the billing period, hourly rates charged, if applicable, and the amount due. If City disputes any of Consultant's fees, it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Payment will be made in four installments by the City as set forth in Exhibit A.
2. In the event that more or less supplies are actually furnished than is shown in this Agreement, the varied amount of such supplies will be billed accordingly. Estimated pamphlet prices are based on the number of registered voters and the election materials will be provided to voters in English and Spanish, and the City therefore understands that the number of pages may increase or decrease accordingly.

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

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

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

6. Independent Contractor.

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

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

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

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

9. Indemnification.

A. Indemnities for Third Party Claims.

1) To the fullest extent permitted by law, Consultant shall, at its sole cost and expense, defend, hold harmless and indemnify City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively “Indemnitees”), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens and losses of any nature whatsoever, including fees of accountants, attorneys or other professionals, and all costs associated therewith, and the payment of all consequential damages (collectively “Liabilities”), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees’ active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the parties. Consultant shall defend the

Indemnitees in any action or actions filed in connection with any Liability with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Consultant shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

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

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

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

C. Insurance Requirements not Limiting. City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The indemnities in this Section 9 shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liability, tax, assessment, penalty or interest asserted against City.

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

10. Insurance.

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

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

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

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

4) Errors and Omissions Insurance with minimum limits of One Million Dollars (\$1,000,000) per claim and Two Million Dollars (\$2,000,000) in aggregate.

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

C. Primary and Non-Contributing. The insurance policies required under this Section 10 shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to City. Any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

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

E. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be approved by City. At City's option, Consultant shall either reduce or

eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.

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

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

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

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

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

11. Mutual Cooperation.

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

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

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

13. Termination or Suspension of Agreement.

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

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

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

15. Notices. Any notices, consents, requests, demands, bills, invoices, reports or other communications which either party may desire to give to the other party under this Agreement must be in writing and conclusively deemed effective: (a) on personal delivery, (b) on confirmed delivery by reputable document delivery service or courier service during Consultant's and City's regular business hours, or (c) five business days after deposit in the United States mail, by first class mail, postage prepaid, and addressed to the party to be notified as set forth below:

If to City:
Attn: Sharon Clark, Chief Deputy City Clerk
City of Covina
125 E. College Street|
Covina, California 91723

If to Consultant:
Scott Martin, President
Martin & Chapman Company
1951 Wright Circle
Anaheim, CA 92806

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

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

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

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

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

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

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

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

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

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

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

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

28. Severability. If a court of competent jurisdiction holds any provision of this Agreement to be illegal, invalid or unenforceable for any reason, the validity of and enforceability of the remaining provisions of this Agreement shall not be affected and continue in full force and effect.

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

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

City:

City of Covina,
a California municipal corporation

By: _____
Name: Donald E. Penman
Title: Interim City Manager

ATTEST:

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

APPROVED AS TO FORM:

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

Consultant:

Martin & Chapman Company
a Limited Liability Company

By: _____
Name: Scott Martin
Title: President

By: _____
Name: *Patricia Martin*
Title: *Vice President*

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

**EXHIBIT A
APPROVED FEE SCHEDULE**

Payment will be made in four installments by the City:

- a. The first installment shall be for the postage amounts to mail out the sample ballots. (December 2016)
- b. The second installment shall be for the postage amounts to mail out the permanent vote by mail ballot packages. (December 2016)
- c. The third installment shall be to compensate Contractor for the candidate statement portion of the sample ballot pamphlet. (Late February 2017)
- d. The fourth installment shall be to compensate Contractor for all other services rendered by Contractor upon completion of the election. (April/May 2017)

EXHIBIT B
SCOPE OF SERVICES

Contractor shall render the following services in connection with the City of Covina's General Municipal Election to be held on Tuesday, March 7, 2017:

- a. The Contractor shall furnish to the City the election services and supplies which shall include, but not be restricted to the following:
 - Pre-election supplies - Instruction and procedures manuals
 - Calendar of Events / Target Dates
 - Nomination supplies
 - Vote by Mail ballot supplies
 - Precinct supplies
 - Reports – voter registration and polling places
 - Vote by Mail tracking system
 - Mailing Labels for Permanent Vote by Mail ballots and Sample Ballots
 - Sample Ballots/Voter information pamphlets
 - Official Ballots, including test/duplicate ballots and privacy sleeves
 - Ballot counting services/election night supplies/operators
 - Foreign language translation services
 - Insert and mail Permanent Vote by Mail ballots (optional)
 - Mailing services – for Sample Ballots
 - Delivery services
- b. Contractor shall be "on call" by telephone. This means that Contractor shall be available at any time during regular business hours to the Contract Officer, or his/her designee, prior to and during the election, and until the completion of the official canvass of the election, and during the same period to, upon request, appear in person and work in cooperation with the Contract Officer, or his/her designee, upon any election task or problems which may arise.
- c. Contractor shall furnish additional working forms, outlines, check lists and schedules which will aid the Contract Officer, or his/her designee, in keeping track of procedural details of the election. Such documents shall include, but are not limited to, forms, outlines, check lists and schedules identified in Contractor's "Election Handbook", "Order Form for Cities Conducting Own Election", and "City Information Fact Sheet Regarding Your Upcoming Election".
- d. Contractor shall prepare and mail the Voter Information Pamphlets to all eligible voters in the city no later than 21 days prior to the election.
- e. Contractor shall secure the services of qualified foreign language translators to ensure that all relevant election materials comply with the federal Voting Rights Act and state election laws.
- f. Contractor shall otherwise provide such special and unique services, in close cooperation with the Contract Officer, or his/her designee, as may be necessary for the successful conduct of the election.

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is dated September 6, 2016, (“Effective Date”) and is between the City of Covina, a California municipal corporation (“City”) and City Clerk Management Services, Inc., a California corporation (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

RECITALS

A. City desires to utilize the services of Consultant as an independent contractor to provide Vote-By-Mail Project Management Services and Election Consulting.

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

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

The parties therefore agree as follows:

1. Term of Agreement. The term of this Agreement shall be from the Effective Date through April 15, 2017, unless sooner terminated as provided in Section 13 of this Agreement.

2. Compensation.

A. Compensation.

1) As full compensation for Consultant’s election-consulting services provided under this Agreement, City shall pay Consultant a sum not to exceed seven hundred fifty dollars (\$750.00) (the “maximum compensation”), based on the hourly rates set forth in the Approved Fee Schedule, attached hereto as **Exhibit A**.

2) As full compensation for Consultant’s vote-by-mail project management services provided under this Agreement, City shall pay Consultant the total flat sum of twenty-four thousand, five hundred dollars (\$24,500.00) (the “maximum compensation”), as set forth in the Approved Fee Schedule, attached hereto as **Exhibit A**.

Any terms in Exhibit A, other than the payment rates and schedule of payment, are null and void.

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

C. Additional Services. City shall not allow any claims for additional services performed by Consultant, unless the City Council and the Consultant Representative authorize the additional services in writing prior to Consultant’s performance of the additional services or incurrence of additional expenses. Any additional services or expenses authorized by the City Council shall be compensated at the rates set forth in **Exhibit A**, or, if not specified, at a rate

mutually agreed to by the parties. City shall make payment for additional services and expenses in accordance with Section 4 of this Agreement.

3. Consultant's Services.

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

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

C. Time for Performance. Consultant shall commence the services on the Effective Date and shall perform all services by the deadline established by the City Representative or, if no deadline is established, with reasonable diligence.

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

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

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

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

4. Method of Payment.

A. Invoices. Consultant shall submit to City an invoice, on a monthly basis or less frequently, for actual services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period, hourly rates charged, if applicable, and the

amount due. If City disputes any of Consultant's fees, it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

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

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

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

6. Independent Contractor.

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

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

7. Confidentiality. All data, documents, discussion, or other information (collectively "data") developed or received by Consultant or provided for performance of this Agreement are deemed confidential. Consultant shall keep all data confidential and shall not disclose any data to any person or entity without City's prior written consent. City shall grant such consent if

disclosure is legally required. Consultant shall return all data to City upon the expiration or termination of this Agreement. Consultant's covenant under this Section 7 shall survive the expiration or termination of this Agreement.

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

9. Indemnification.

A. Indemnities for Third Party Claims.

1) To the fullest extent permitted by law, Consultant shall, at its sole cost and expense, defend, hold harmless and indemnify City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens and losses of any nature whatsoever, including fees of accountants, attorneys or other professionals, and all costs associated therewith, and the payment of all consequential damages (collectively "Liabilities"), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the parties. Consultant shall defend the Indemnitees in any action or actions filed in connection with any Liability with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Consultant shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

2) Consultant shall pay all required taxes on amounts paid to Consultant under this Agreement, and indemnify and hold City harmless from any and all taxes, assessments, penalties and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall fully comply with the workers'

compensation law regarding Consultant and Consultant's employees. Consultant shall indemnify and hold City harmless from any failure of Consultant to comply with applicable workers' compensation laws. City may offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this Subparagraph A. 2).

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

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

C. Insurance Requirements not Limiting. City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The indemnities in this Section 9 shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liability, tax, assessment, penalty or interest asserted against City.

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

10. Insurance.

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

1) Commercial General Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of Two Million Dollars (\$2,000,000) per project or

location. If Consultant is a limited liability company, the commercial general liability coverage shall be amended so that Consultant and its managers, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

2) Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of Three Hundred Thousand Dollars (\$300,000) per accident for bodily injury and property damage. If Consultant does not use any owned, non-owned or hired vehicles in the performance of services under this Agreement, Consultant shall obtain a non-owned auto endorsement to the Commercial General Liability policy required under Subparagraph A. 1) of this Section 10.

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

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

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

D. Primary and Non-Contributing. The insurance policies required under this Section 10 shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to City. Any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

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

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

G. Cancellations or Modifications to Coverage. Consultant shall not cancel, reduce or otherwise modify the insurance policies required by this Section 10 during the term of this Agreement. The commercial general and automobile liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail thirty (30) calendar days' prior written

notice to City. If any insurance policy required under this Section 10 is canceled or reduced in coverage or limits, Consultant shall, within two (2) business days of notice from the insurer, phone, fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.

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

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

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

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

11. Mutual Cooperation.

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

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

12. Records and Inspections. Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of two (2) years. Consultant shall, without charge, provide City with access to the records during normal business hours. City may examine and audit the records and make transcripts therefrom, and inspect all program data, documents, proceedings and activities.

13. Termination or Suspension of Agreement.

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

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

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

15. Notices. Any notices, consents, requests, demands, bills, invoices, reports or other communications which either party may desire to give to the other party under this Agreement must be in writing and conclusively deemed effective: (a) on personal delivery, (b) on confirmed delivery by reputable document delivery service or courier service during Consultant's and City's regular business hours, or (c) five business days after deposit in the United States mail, by first class mail, postage prepaid, and addressed to the party to be notified as set forth below:

If to City:
Attn: Sharon Clark, Chief Deputy City Clerk
City of Covina
125 E. College Street|
Covina, California 91723

If to Consultant:
Vida P. Barone, President/CEO/CFO
City Clerk Management Services, Inc.
1365 E. Grand Avenue, #D
El Segundo, CA 90245

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

ancestry, age, physical disability, mental disability, medical condition, genetic information or sexual orientation.

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

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

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

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

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

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

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

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

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

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

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

28. Severability. If a court of competent jurisdiction holds any provision of this Agreement to be illegal, invalid or unenforceable for any reason, the validity of and enforceability of the remaining provisions of this Agreement shall not be affected and continue in full force and effect.

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

[SIGNATURE PAGE FOLLOWS]

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

City:

City of Covina,
a California municipal corporation

By: _____
Name: Donald E. Penman
Title: Interim City Manager

ATTEST:

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

APPROVED AS TO FORM:

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

Consultant:

City Clerk Management Services, Inc.,
a California corporation

By: _____
Name: Vida P. Barone
Title: President/CEO/CFO

By: _____
Name: _____
Title: _____

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

EXHIBIT A
APPROVED FEE SCHEDULE

Pre-election planning and assistance - \$75.00 per hour

Vote by Mail Project Management - \$24,500.00

VBM Project will be invoiced as follows:

February 15, 2017 \$12,250.00

March 15, 2017 \$12,250.00

EXHIBIT B
SCOPE OF SERVICES

(Attached)

**Proposal/Scope of Services for Professional Services
between the City of Covina and City Clerk Management Services, Inc.**

Executive Summary

The City of Covina (Agency) seeks to engage the services of City Clerk Management Services, Inc. (CCMS) to provide professional project management services primarily related to staffing and project management for the Agency's upcoming March 2017 Election.

Qualifications

CCMS provides professional services to increase the productivity, reliability, and legal compliance of your City Clerk/Agency Secretary/Clerk of the Board Office operations. CCMS has direct management experience in the full complement of City Clerk/Agency/Board professional functions including:

Elections*, Records management, Legislative Agenda, Public Records Act processing, Political Reform Act Compliance (FPPC), Conflict of Interest Code filings, Minutes, Notary Public, Contract/Agreement compliance, Bid Openings, AB 1234 Tracking, Public notifications, and development/mentoring of staff. (*Successful experience administering General Municipal, Initiative, Referendum, Recall, and Proposition 218 Elections)

CCMS Owner/President Vida P. Barone, CMC, MPA

CCMS provides proven leadership as your City Clerk/Agency Secretary/Clerk of the Board consultant. Owned and operated by Vida P. Barone, MPA, CMC, our Executive staff has over twenty years of successful municipal/local government and special district experience. CCMS, a California Corporation, has proudly served Southern California municipalities and agencies since 2007 providing expertise and best practice solutions in elections, interim staffing, minutes, and management reviews.

Project Scope

Pre-election planning and assistance

CCMS will provide on and off-site assistance with pre-election planning including, but not limited to:

- Preparation of Nomination Materials, Candidate Manual, and Candidate Management
- Legal Noticing and Translation Coordination
- Precinct and Pollworker Management
- Coordination with Election Printing Consultant and other outside agencies

Vote By Mail Project Management

CCMS will provide staffing and project management for the City's Vote by Mail (VBM) process including:

- Project set up and initial assessment of materials
- Preparation, processing, and disposition of VBM applications, ballots and related supplies
- Coordination between relevant agencies including Los Angeles County and your election supplier
- Management of your supplier's VBM tracking system
- Signature verification through your Voter Identification system
- Tracking templates
- Compliance with applicable local, state, and federal elections law and current legislation

It is understood that the services described in this proposal are a supplement to agreements with any Election Materials printing vendor (such as Martin and Chapman) and any agreements with Los Angeles County Registrar-Recorder or other agencies for election-related services. It is understood that the Agency will provide all election and VBM office supplies and equipment (machines, computers, copier, and printer), access to VBM tracking software, contract for services with election supplier and Los Angeles County Registrar/Recorder, access to VIMS voter registration system, adequate and secure office space to complete project, and access to City Clerk's Office

staff for minor coordination. It is understood that Agency will coordinate with their election supplier to issue ballots to Military and Overseas Voters in accordance with the California Election Code.

Project Commencement and Schedule

Project can commence immediately upon contract execution.

On and off-site pre-election planning will commence upon mutual agreement by City staff and CCMS.

On-site staffing for Vote by Mail will commence no later than January 25, 2017. Complete disposition of VBM process will be completed in coordination with the City Clerk's deadline for certifying the Official Canvass of Election results.

Terms/Project Consideration

Pre-election planning and assistance - \$75.00 per hour

Vote by Mail Project Management - \$24,500

VBM Project will be invoiced as follows:

February 15, 2017	\$12,250.00
March 15, 2017	\$12,250.00

RESOLUTION NO. 16-7518

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, AMENDING THE ELECTIONS FISCAL YEAR 2016-17 OPERATING BUDGET BY \$24, 410.68

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

WHEREAS, the budget for the City of Covina for the fiscal year commencing July 1, 2016, and ending June 30, 2017, was adopted on July 19, 2016; and

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

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

WHEREAS, the estimate for consulting services and postage for the March 7, 2017, General Municipal Election has been revised since the adoption of the Fiscal Year 2016-17 Budget.

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

SECTION 1. The Fiscal Year 2016-17 operating budget is amended as follows:

Account Number	Account Title	Original Budget	Increase	Revised Budget
1010 0600 51005	Consulting	\$ 86,000.00	\$ 24,250.00	\$ 110,250.00
1010 0600 53300	Postage	\$ 7,209.00	\$ 160.68	\$ 7,369.68

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

APPROVED and PASSED this 6th day of September, 2016.

City of Covina, California

BY: _____
KEVIN STAPLETON, Mayor

ATTEST:

SHARON F. CLARK, Chief Deputy City Clerk

APPROVED AS TO FORM:

CANDICE K. LEE, City Attorney

CERTIFICATION

I, Sharon F. Clark, Chief Deputy City Clerk of the City of Covina, do hereby certify that Resolution No. 16-7518 was duly adopted by the City Council of the City of Covina at a regular meeting held on the 6th day of September, 2016, by the following vote:

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

Dated:

SHARON F. CLARK, Chief Deputy City Clerk

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CITY OF COVINA

AGENDA REPORT

ITEM NO. CC 9

-
- MEETING DATE:** September 6, 2016
- TITLE:** Authorization to renew the annual Leverage Camera system maintenance contract
- PRESENTED BY:** Kim J. Raney, Interim Chief of Police
- RECOMMENDATION:**
1. Authorize the renewal of the annual Leverage camera system maintenance contract in the amount of \$21,267.16.
 2. Authorize the City Manager or his designee to execute the contract.

BACKGROUND:

In July 2014, the City Council authorized staff to enter into an agreement to purchase and implement a City Unified Camera System from Leverage Information Systems. The project design, which did not exceed \$337,000, included the installation of a Network and Video Management Core System, multiple viewing stations, a wireless infrastructure to support cameras at five key Downtown locations including City Hall, and the integration of exterior/interior cameras at the police station, including a one year maintenance contract.

Now after a successful first year of operation, we need to renew our Maintenance Contract with Leverage Information Systems to continue the warranty, potential repair and replacement of any system components if problems occur.

DISCUSSION:

As with any technology/equipment over the course of time, systems, software and equipment experience wear and tear and require maintenance, repair and replacement. A maintenance contract is an effective and efficient method of managing the potential repairs of a complex system.

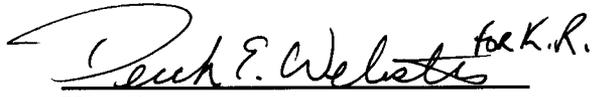
FISCAL IMPACT:

The fiscal year 2016-17 Information Technology Software Maintenance-Police Department contains \$21,267.16 (7200 IT10-52480) for the cost of renewal.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

None

Respectfully submitted,

 *for K.R.*

Kim Raney
Interim Chief of Police

ATTACHMENTS: None



CITY OF COVINA

AGENDA REPORT

ITEM NO. CC 10

MEETING DATE: September 6, 2016

TITLE: Grand Avenue Rehabilitation, Arrow Highway to San Bernardino Road Project – Proposed City of Covina-County of Los Angeles Cooperative Agreement

PRESENTED BY: Siobhan Foster, Director of Public Works

RECOMMENDATION:

- 1) Authorize the Interim City Manager to execute the attached Grand Avenue Rehabilitation, Arrow Highway to San Bernardino Road Project – Proposed City of Covina-County of Los Angeles Cooperative Agreement; and
- 2) Find that the Grand Avenue Rehabilitation, Arrow Highway to San Bernardino Road Project is categorically exempt pursuant to Sections 15301(c) and 15304(b) of the California Environmental Quality Act (CEQA).

BACKGROUND:

On July 19, 2016, the City Council adopted Resolution No. 16-7504 approving the FY 2017-2021 Capital Improvement Program (CIP) and the FY 2017 CIP Budget. The FY 2017 CIP Budget includes \$3,075,000 in funding for the Grand Avenue Rehabilitation, Arrow Highway to San Bernardino Road project, which provides for the resurfacing of 1.02 miles of Grand Avenue between Arrow Highway and San Bernardino Road and replacement of the existing 25,000 square feet of median landscaping with new drought tolerant plant material and hardscape improvements. This is a cooperative project between the City of Covina and County of Los Angeles funded through Surface Transportation Program, Measure R, Proposition C, and CalRecycle Rubberized Pavement Grant Funds.

The FY 2017-2021 CIP and the FY 2017 CIP Budget also includes \$75,000 in funding for the Grand Avenue Water Services Upgrade that will replace existing water services, as needed. While this project is not part of the Cooperative Agreement, the project will be constructed as part of the overall Grand Avenue Rehabilitation, Arrow Highway to San Bernardino Road Project.

Grand Avenue between Arrow Highway and San Bernardino Road is considered a major arterial highway with two lanes of traffic in each direction and raised landscaped medians. This segment of Grand Avenue is jurisdictionally shared between the City of Covina and the County of Los Angeles. The 2016 Pavement Management System Report identified that the pavement surface for this segment of Grand Avenue has deteriorated to a level that is beyond a traditional slurry seal or asphalt overlay.

The results of a geotechnical investigation performed by Geo-Advantec, Inc. including a field exploration program consisting of eleven (11) 4-inch diameter pavement corings and three (3) 18-inch diameter potholes performed on January 14 and March 3, 2016, reflect an intensity of distress in the majority of the pavement within this segment of Grand Avenue that justifies complete removal and replacement (R&R) or rehabilitation of the pavement and subgrade.

In addition, due to ongoing drought conditions and water restrictions imposed by the State of California, the existing median landscaping needs to be replaced with drought tolerant landscaping and additional hardscape. These improvements will beautify a key entryway to the City of Covina. It is most cost effective to rehabilitate the medians at the same time as the street is being reconstructed.

DISCUSSION:

The Grand Avenue Rehabilitation, Arrow Highway to San Bernardino Road project consists of two components. First, the project will rehabilitate 1.02 miles of the pavement surface with 2-inches of Rubberized Asphalt Concrete (RAC), underlain by 3-inches of Cold Central Plant Recycled (CCPR) asphalt pavement, atop 10-inches of cement stabilized base. The project also includes the removal and replacement of damaged sidewalk, driveways, and curb and gutter, and upgrade of curb ramps to comply with current Americans with Disabilities Act (ADA) standards.

In conjunction with the pavement rehabilitation portion of the project, will be the replacement of the existing 25,000 square feet of median landscaping with new drought tolerant landscaping and new hardscape improvements.

As the segment of roadway that comprises the Grand Avenue Rehabilitation, Arrow Highway to San Bernardino Road project is jurisdictionally shared by the City of Covina and County of Los Angeles, it is necessary to enter into the attached Cooperative Agreement, which outlines the responsibilities of both agencies during the course of the project.

Funding will be proportionally shared between the City and the County. Covina’s proportional share is approximately 70%; the County’s proportional share is approximately 30%. The total project cost is as follows:

Description	Covina Portion (70%)	County Portion (30%)	Subtotal
Street Rehabilitation	\$1,475,500	\$700,000	\$2,175,500
Median Rehabilitation	\$625,000	\$275,000	\$900,000
Total Project Cost	\$2,100,500	\$975,000	\$3,075,500

Other key components of the Cooperative Agreement provides for the following:

- Upon execution of the Cooperative Agreement, County will assign \$975,000 of the County’s available Federal STP-L funds to the City as credit to finance its estimated jurisdictional share of the project; and
- City will provide preliminary engineering, construction, administration, and all other work necessary to complete the project.

Upon the execution of the Cooperative Agreement, the next steps of the project include the following with tentative completion dates:

Task	Tentative Completion Date
Preliminary Environmental Study (PES) Preparation	December 1, 2016
Railroad Coordination and Permit	December 1, 2016
Right-of-Way Certification Preparation	February 1, 2017
PS& E Preparation	April 1, 2017
Railroad Coordination and Permit	June 1, 2017
Request for Construction Authorization Approval from Caltrans	July 1, 2017
Advertise for Construction	July 15, 2017
Open Construction Bids	September 1, 2017
Begin Construction	October 1, 2017
Complete Construction	February 1, 2018

Engineering Design Services

Pursuant to Exhibit A (Scope of Services), Section 1 (General and Project Management) of the Professional Services Agreement between the City of Covina and RKA Consulting Group approved by the City Council on September 1, 2015, and amended on July 21, 2016, the City is using RKA Consulting Group to provide Professional Engineering Services for the Grand Avenue Rehabilitation Project in the amount of \$157,455, as outlined in the Tasks 1 through 10 of the attached proposal.

Engineering Design Services of \$157,455 can be completed within the approved total compensation amount of the contract with RKA Consulting Group, which is a not-to-exceed amount of \$1,200,000. Additional costs of \$193,677 for the Construction Phase of the project, specified in Tasks 11 through 23 of the attached proposal, will be incurred by RKA Consulting Group in FY 2018. While the funding for these Construction Phase engineering services was approved in the FY 2017-2021 CIP and the FY 2017 CIP Budget, the amount will need to be reflected in the proposed FY 2018 compensation amount for the Professional Services Agreement between the City of Covina and RKA Consulting Group, when it is brought forward for City Council consideration at the end of FY 2017.

FISCAL IMPACT:

The available funding for this project totals \$3,075,500. The following table presents a summary of available sources of funds for the project:

STPL - Los Angeles County	\$975,000
STPL - Covina	\$630,000
CalRecycle Rubberized Pavement Grant	\$42,550
Measure R	\$331,060
Proposition C	\$1,096,890
Total Sources	\$3,075,500

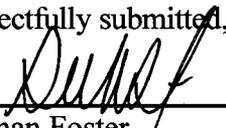
\$75,000 in funding for the Grand Avenue Water Services Upgrade is available in the Water Capital Improvement Fund. While this project is not part of the Cooperative Agreement, the project will be constructed as part of the overall Grand Avenue Rehabilitation, Arrow Highway to San Bernardino Road Project.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

This project has been determined to be categorically exempt under CEQA in accordance with Title 14, Chapter 3, Class 1, Sections 15301(c) and 15304(b). This exemption includes the minor alteration of existing public facilities involving negligible or no expansion of use beyond that

existing at the time of the lead agency's determination. The project involves negligible or no expansion of an existing use.

Respectfully submitted,



Siobhan Foster
Director of Public Works

ATTACHMENTS:

Attachment A: Grand Avenue Rehabilitation, Arrow Highway to San Bernardino Road Project – Proposed City of Covina-County of Los Angeles Cooperative Agreement

Attachment B: RKA Consulting Group Proposal to Provide Professional Design and Engineering Support Services for Federal Funding Compliance – Grand Avenue Street Rehabilitation Project From Arrow Highway to San Bernardino Road

**AGREEMENT AND ASSIGNMENT OF
FEDERAL SURFACE
TRANSPORTATION PROGRAM-LOCAL FUNDS**

THIS AGREEMENT AND ASSIGNMENT, made and entered into by and between the CITY OF COVINA, a municipal corporation in the County of Los Angeles, (hereinafter referred to as CITY), and the COUNTY OF LOS ANGELES, a political subdivision of the State of California, (hereinafter referred to as COUNTY):

WITNESSETH

WHEREAS, Grand Avenue is designated as a major arterial highway in the Circulation Element of CITY'S General Plan and on COUNTY'S Highway Plan; and

WHEREAS, CITY and COUNTY propose to improve the roadway pavement of the following segment which are jurisdictionally shared between CITY and COUNTY:

Segment	Scope of Work	Thomas Guide	Length (miles)	Jurisdiction Shared
Grand Avenue – Arrow Highway to San Bernardino Road	Road Reconstruction and Median Landscaping Improvements	599-D2 599-D7	1.02	CITY and COUNTY

WHEREAS, the work will consist of median landscaping improvements and complete removal and replacement of the pavement section, removal and replacement of damaged sidewalk; driveways; and curb and gutter, as well as upgrading of curb ramps at locations where right-of-way acquisitions, utility relocation, and other improvements beyond the foot print of a standard curb ramp is not required; and

WHEREAS, the aforementioned work, which is included in a CITY-administered project named Grand Avenue Rehabilitation Project, (hereinafter referred to as PROJECT); and

WHEREAS, PROJECT is within the geographical boundaries of CITY and COUNTY; and

WHEREAS, PROJECT is of general interest to CITY and COUNTY; and

WHEREAS, CITY is willing to perform or cause to be performed the PRELIMINARY ENGINEERING, solicitation of construction bids and award of construction contract, and CONTRACT ADMINISTRATION for the PROJECT; and

WHEREAS, the COST OF PROJECT, includes the costs of PRELIMINARY ENGINEERING, COST OF CONSTRUCTION CONTRACT and CONSTRUCTION ADMINISTRATION as more fully set forth herein; and

WHEREAS, COST OF PROJECT is currently estimated to be Three Million Seventy-Five Thousand Five Hundred and 00/100 Dollars (\$3,075,500.00) with CITY'S share estimated to be Two Million One Hundred Thousand Five Hundred and 00/100 Dollars (\$2,100,500.00) and COUNTY'S share estimated to be Nine Hundred Seventy-Five Thousand and 00/100 Dollars (\$975,000.00); and

WHEREAS, CITY and COUNTY are willing to finance their respective shares of the COST OF PROJECT within their JURISDICTIONS; and

WHEREAS, COUNTY is willing to finance its jurisdictional share of the COST OF the PROJECT, currently estimated to be Nine Hundred Seventy-Five Thousand and 00/100 Dollars (\$975,000.00), by assigning Nine Hundred Seventy-Five Thousand and 00/100 Dollars (\$975,000.00) of available Federal Surface Transportation Program-Local (STP-L) funds to the CITY in lieu of cash; and

WHEREAS, CITY is willing to accept the COUNTY'S assignment of Federal STP-L funds and utilize the assignment as credit toward the COUNTY'S estimated share of the COST OF PROJECT; and

WHEREAS, the Los Angeles County Metropolitan Transportation Authority has procedures in effect that permit the transfer of Federal STP-L funds between public agencies; and

WHEREAS, such a proposal is authorized and provided for by the provisions of Sections 6500 and 23004 et seq. of the Government Code and Sections 1685 and 1803 of the California Streets and Highways Code.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by CITY and COUNTY and of the promises herein contained, it is hereby agreed as follows:

- 1) DEFINITIONS:
 - a. JURISDICTION as referred to in this AGREEMENT AND ASSIGNMENT shall be defined as the respective portions of Grand Avenue from Arrow Highway to San Bernardino Road within the geographical boundary of the CITY and within the unincorporated COUNTY areas mentioned in this AGREEMENT AND ASSIGNMENT.
 - b. PRELIMINARY ENGINEERING as referred to in this AGREEMENT AND ASSIGNMENT shall consist of environmental findings and approvals/permits; design survey; soils report; traffic index and geotechnical investigation; preparation of plans, specifications, and cost estimates; right-of-way engineering; utility engineering; and all other necessary work prior to advertising of the PROJECT for construction bids.
 - c. COST OF CONSTRUCTION CONTRACT as referred to in this AGREEMENT AND ASSIGNMENT shall consist of the total of all payments

to the construction contractor(s) for the PROJECT and the total of all payments to utility companies or contractor(s) for the relocation of facilities necessary for the construction of the PROJECT, and the cost of any additional unforeseen work that is necessary for the construction of the PROJECT in accordance with plans and specifications approved by the CITY and the COUNTY.

- d. CONSTRUCTION ADMINISTRATION as referred to in this AGREEMENT AND ASSIGNMENT shall consist of construction contract administration, construction inspection, materials testing, construction survey, traffic detour, signing and striping, construction engineering, utility relocation and coordination matters, changes and modifications of plans and specifications for PROJECT necessitated by unforeseen or unforeseeable field conditions encountered during construction of PROJECT, construction contingencies, and all other necessary work after advertising of PROJECT for construction bids to cause PROJECT to be constructed in accordance with said plans and specifications approved by CITY and COUNTY.
- e. COST OF PROJECT as referred to in this AGREEMENT AND ASSIGNMENT shall consist of the COST OF CONSTRUCTION CONTRACT and costs of PRELIMINARY ENGINEERING; CONSTRUCTION ADMINISTRATION, right-of-way acquisition and clearance matters, and all other work necessary to complete PROJECT in accordance with the plans and specifications approved by the CITY and the COUNTY and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any or all of the aforementioned items.
- f. Completion of PROJECT as referred to in this AGREEMENT AND ASSIGNMENT shall be defined as the date of field acceptance of construction of PROJECT by CITY and a written notification to COUNTY'S Director of Public Works that the improvements within COUNTY'S JURISDICTION are transferred to COUNTY for the purpose of operation and maintenance.

2) COUNTY AGREES:

- a. To finance COUNTY'S jurisdictional share of the COST OF PROJECT, the actual amount of which is to be determined by a final accounting, pursuant to paragraph 4) a., below.
- b. To assign Nine Hundred Seventy-Five Thousand and 00/100 Dollars (\$975,000.00) of COUNTY'S available Federal STP-L funds to CITY as credit to finance its estimated jurisdictional share of the COST OF PROJECT (COUNTY'S PAYMENT). Such assignment shall be effective upon full execution of this AGREEMENT AND ASSIGNMENT with no further action required by CITY.

- c. To provide CITY with conditions for issuance of encroachment, excavation, and construction permit and any other special conditions at the time of plan approval for construction bids so that the permit conditions are fully incorporated into the PROJECT'S plans and specifications that contractors or any other person in charge of construction shall have no merit to request change in work compensation.
 - d. Upon receipt of permit application from CITY and approval of construction plans for PROJECT, to issue CITY any necessary permit(s) authorizing CITY to construct those portions of PROJECT within COUNTY'S JURISDICTION at no cost to CITY.
 - e. To cooperate with the CITY in conducting negotiations with and, where appropriate, to issue notices to public utility organizations and owners of substructure and overhead facilities regarding the relocation, removal, operation, and maintenance of all surface and underground utilities and facilities, structures, and transportation services, which interfere with the proposed construction. COUNTY will take all necessary steps to grant, transfer, or assign all prior rights over the utility companies and owners of substructure and overhead facilities to CITY when necessary to construct, complete, and maintain PROJECT or to appoint CITY as its attorney-in-fact to exercise such prior rights.
 - f. To be financially responsible for disposal and/or mitigation measures, if necessary, should any hazardous materials, chemicals, or contaminants be encountered during construction of PROJECT within COUNTY'S JURISDICTION.
 - g. Upon completion of PROJECT and receiving written notification from CITY to maintain in good condition and at COUNTY'S expense all improvements constructed as part of PROJECT within COUNTY'S JURISDICTION.
- 3) CITY AGREES:
- a. To perform or cause to be performed the PRELIMINARY ENGINEERING, CONSTRUCTION ADMINISTRATION, right-of-way acquisition and clearance matters, and all other work necessary to complete PROJECT.
 - b. To finance CITY'S jurisdictional share of the COST OF PROJECT, CITY'S actual share will be determined by a final accounting pursuant to paragraph 4) a., below.
 - c. To accept the COUNTY'S assignment of Federal STP-L funds and apply a credit of Nine Hundred Seventy-Five Thousand and 00/100 Dollars (\$975,000.00); to finance the COUNTY'S estimated share of COST OF PROJECT.

- d. To obtain COUNTY'S approval of plans for PROJECT prior to solicitation for construction bids.
 - e. To be financially responsible for disposal and/or mitigation measures, if necessary, should any hazardous materials, chemicals, or contaminants be encountered during construction of PROJECT within CITY'S JURISDICTION.
 - f. To furnish COUNTY within one hundred eighty (180) calendar days after final payment to contractor a final accounting of the actual COST OF PROJECT, including an itemization of actual unit costs and actual quantities for PROJECT.
 - g. Upon completion of PROJECT, to maintain in good condition and at CITY'S expense, all improvements constructed as part of PROJECT within CITY'S JURISDICTION.
 - h. To comply with all applicable Federal, State, and local laws, rules, and ordinances in the performance of this AGREEMENT AND ASSIGNMENT.
 - i. In the event that a preliminary notice, stop payment notice, and/or action to enforce a stop payment notice is filed on the PROJECT, to provide COUNTY with a copy of same within three (3) business days. CITY shall be responsible for withholding the funds in compliance with Civil Code § 9350 et seq.
- 4) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:
- a. The final accounting of the actual total COST OF PROJECT shall allocate said total cost between CITY and COUNTY based on the location of the improvements and/or work done. Thus, the cost of all work or improvements (including all engineering, administration, and all other costs incidental to PROJECT work) located within CITY'S JURISDICTION shall be borne by CITY. Such costs constitute CITY'S jurisdictional share of the COST OF PROJECT. The cost of all work or improvements, including all engineering, administration, and all other costs incidental to PROJECT work, located within COUNTY'S JURISDICTION shall be borne by COUNTY. Such costs constitute COUNTY'S jurisdictional share of the COST OF PROJECT.
 - b. That if at final accounting COUNTY'S jurisdictional share of COST OF PROJECT exceeds COUNTY'S assignment of Federal STP-L funds, as set forth in paragraph 2) b., above, COUNTY shall, upon review and approval of final accounting invoice as described in paragraph 4) d., below, assign additional COUNTY Federal STP-L funds to CITY. Said demand shall consist of a billing invoice prepared by CITY. Conversely, if the required COUNTY share of COST OF PROJECT is less than the said assignment, CITY shall credit the difference to COUNTY'S available Federal STP-L funds

within thirty (30) days of the date CITY furnishes COUNTY with the final accounting.

- c. COUNTY shall review the final accounting invoice prepared by CITY and report in writing any discrepancies to CITY within sixty (60) calendar days after the date of said invoice. Undisputed charges shall be paid by COUNTY to CITY within sixty (60) calendar days after the date of said invoice. CITY shall review all disputed charges and submit a written justification detailing the basis for those charges within sixty (60) calendar days of receipt of COUNTY'S written report. COUNTY shall then make payment of the previously disputed charges or submit justification for nonpayment within sixty (60) calendar days after the date of CITY'S written justification.
- d. During construction of PROJECT, CITY shall furnish an inspector or other representative to perform the functions of an inspector. COUNTY may also furnish, at no cost to CITY, an inspector or other representative to inspect construction of PROJECT within COUNTY'S JURISDICTION. Said inspectors shall cooperate and consult with each other but the orders of CITY inspector to the contractors or any other person in charge of construction shall prevail and be final.
- e. This AGREEMENT AND ASSIGNMENT may be terminated, amended, or modified only by mutual written consent of CITY and COUNTY. Amendments and modifications of a nonmaterial nature may be made by the mutual written consent of the parties' Directors of Public Works/City Engineer or their delegates.
- f. Any correspondence, communication, or contact concerning this AGREEMENT AND ASSIGNMENT shall be directed to the following:

CITY: Mr. Siobhan Foster
Director of Public Works
City of Covina
125 East College Street
Covina, CA 91723-2199

COUNTY: Ms. Gail Farber
Director of Public Works
County of Los Angeles
Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

- g. Other than as provided below, neither CITY nor any officer or employee of CITY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT AND ASSIGNMENT. It is also understood and agreed that, pursuant to Government Code Section 895.4, COUNTY shall fully indemnify, defend, and hold CITY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT AND ASSIGNMENT.
- h. Neither CITY nor any officer or employee of CITY shall be responsible, directly or indirectly, for damage or liability arising from or attributable to the presence or alleged presence, transport, arrangement, or release of any hazardous materials, chemicals, or contaminants present at or stemming from the PROJECT within the COUNTY'S JURISDICTION or arising from acts or omissions on the part of the COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of the COUNTY under this AGREEMENT AND ASSIGNMENT, including, but not limited to, liability under the Comprehensive Environmental, Response, Compensation and Liability Act of 1980 (CERCLA), the California Health and Safety Code or common law. It is understood and agreed pursuant to Government Code Section 895.4, COUNTY shall fully indemnify, defend, and hold CITY harmless from any such damage, liability, claim, cost or expense (including, but not limited to, attorney's fees and expert costs). In addition to being an agreement enforceable under the laws of the State of California, the foregoing indemnity is intended by the parties to be an agreement pursuant to 42 U.S.C. Section 9607(e), Section 107(e) of the amended CERCLA, and California Health and Safety Code Section 25364.
- i. Other than as provided below, neither COUNTY nor any officer or employee of COUNTY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT AND ASSIGNMENT. It is also understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT AND ASSIGNMENT.

- j. Neither COUNTY nor any officer or employee of COUNTY shall be responsible, directly or indirectly, for damage or liability arising from or attributable to the presence or alleged presence, transport, arrangement, or release of any hazardous materials, chemicals, or contaminants present at or stemming from the PROJECT within the CITY'S JURISDICTION or arising from acts or omissions on the part of the CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of the CITY under this AGREEMENT AND ASSIGNMENT, including, but not limited to, liability under the CERCLA, the California Health and Safety Code or common law. It is understood and agreed pursuant to Government Code Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any such damage, liability, claim, cost or expense (including, but not limited to, attorney's fees and expert costs). In addition to being an agreement enforceable under the laws of the State of California, the foregoing indemnity is intended by the parties to be an agreement pursuant to 42 U.S.C. Section 9607(e), Section 107(e) of the amended CERCLA, and California Health and Safety Code Section 25364.
- k. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the parties hereto, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, will assume the full liability imposed upon it or any of its officers, agents, or employees by law for injury caused by any act or omission occurring in the performance of this AGREEMENT AND ASSIGNMENT to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each of the parties indemnifies and holds harmless the other party for any liability, cost, or expense that may be imposed upon such other party solely by virtue of Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.
- l. The provisions of this AGREEMENT AND ASSIGNMENT shall supersede and control over any provisions inconsistent herewith in the Assumption of Liability Agreement 32063 between CITY and COUNTY, adopted by the Board of Supervisors on November 14, 1977, and currently in effect.
- m. That the CITY authorizes the CITY Director of Public Works to assign to the COUNTY all of its right, title, and interest in any unelapsed portion of the one-year warranty granted to the CITY by the construction contractor performing the road improvement work. This assignment is effective following completion of PROJECT.
- n. Venue for any litigation shall be Los Angeles County, California, or in the United States District Court for the Central District of California. Any waiver by the CITY or COUNTY of any breach of any term, covenant or condition

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT AND ASSIGNMENT to be executed by their respective officers, duly authorized by the CITY OF COVINA on _____, 2016, and by the COUNTY OF LOS ANGELES on _____, 2016.

COUNTY OF LOS ANGELES

ATTEST:

By _____
Chair, Board of Supervisors

LORI GLASGOW
Executive Officer of the
Board of Supervisors of the
County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By _____
Deputy

CITY OF COVINA

By _____
City Manager

Date: _____

ATTEST:

By _____
City Clerk

APPROVED AS TO FORM:

By _____
Attorney



August 30, 2016

Siobhan Foster
Director of Public Works
City of Covina
125 E. College Street
Covina, CA 91723

RE: PROPOSAL TO PROVIDE PROFESSIONAL DESIGN AND ENGINEERING SUPPORT SERVICES FOR FEDERAL FUNDING COMPLIANCE – GRAND AVENUE STREET REHABILITATION PROJECT FROM ARROW HIGHWAY TO SAN BERNARDINO ROAD

Dear Ms. Foster:

RKA Consulting Group is pleased to submit to you this proposal to provide professional design and engineering support services for the Federal Funding Compliance for the Grand Avenue Street Rehabilitation Project from Arrow Highway to San Bernardino Road in the City of Covina.

The City's overall goal is to rehabilitate the deteriorating flexible pavement structure, upgrade curb ramps and sidewalk to acceptable conditions in compliance with the Americans with Disabilities Act (ADA), construct asphalt rubberized overlay funded by the CalRecycle Grant, and replace the landscaping in the median with drought-tolerant plants, including the hardscape in the medians. The improvements are also being partially funded from a shared portion of jurisdiction with the County of Los Angeles.

It is further understood that the City of Covina desires to utilize available Federal funds to cover the costs associated with the construction of the Grand Avenue Street Rehabilitation Project. A component of obtaining the Surface Transportation Program – Local (STPL) funds for the construction phase of work is the formal Request for Authorization (RFA). This proposal will cover the scope of work to obtain the authorization for proceeding with the Construction (CON) phase.

RKA will provide the professional engineering services necessary to the City of Covina in order to ensure the proper documentation is provided to the authorizing agency. The project will be overseen by Mr. Kurt Pedersen, who will be responsible for ensuring the timely completion and delivery of the necessary documents and will be assisted by Mr. Cody Howing.

SCOPE OF WORK

Based upon the latest federal requirements of the funding compliance and the project understanding stated above for the Grand Avenue Street Rehabilitation Project, the following scope is included in this proposal:

Phase A - Design Engineering

Task 1 - Project Kick-Off Meeting

- Under general direction of the City's Program Manager, RKA's team shall be responsible for coordinating and conducting the project kickoff meeting to introduce project team members to establish lines of communication throughout the project.
- RKA will be prepared to discuss the critical items that can be encountered for street rehabilitation projects especially in the pre-construction phase.
- The schedule of the project will be further discussed to address the critical path for the completion of the project to comply with any Los Angeles County scheduling constraints.

Task 2 - Utility Coordination

- The following procedures will be followed for "Records and Utility Requirements Search" throughout the design process.
- Identify and coordinate with the utility companies for verification of existing utilities, potential conflicts, utility upgrades, etc.
- The first Utility Notices will be prepared and distributed to all affected agencies as identified through "Dig-Alert" and other field investigations.
- Provide preliminary notification and plans to the affected utility agencies for their review and comment.
- Monitor response of utility notices received for the project and provide recommendations for mitigating conflicts through the use of a detailed utility coordination log.
- Provide notice and approved plans and specifications to affected utility agencies requesting them to coordinate for potential upgrades, adjustments, and/or relocations.

Task 3 - Plans, Specifications, and Estimate (PS&E)

- The Grand Avenue project will involve specifications with details for the Full Depth Reclamation of asphalt concrete pavement, AC base paving and ARHM final paving.
- Replace curb ramps that do not meet current ADA standards.
- Replace damaged portions of curb and gutter, sidewalk, and driveways.
- Replace traffic signal loops. Match existing striping.
- The median turf and shrubs will be replaced with drought-tolerant plants. Where possible, the trees in the median will be protected. The hardscape in the median will be replaced.
- Approximately 50 water services will be replaced.

- The following preparations shall be included:
 - a. Prepare full size (24" x 36") plans for plan view only identifying the location of work proposed; relative to the right-of-way boundary and existing utilities with disposition information. Additional sheets shall be included for the signing and striping work.
 - b. Prepare full size (24" x 36") plans for replacing the turf and hardscape in the medians. The landscaping consultant, Withers and Sandgren, will have two meetings with the City to discuss landscaping options and develop renderings for the medians. Landscaping plans will be included on the 60% submittal. Irrigation plans will be added at the 85% submittal.
 - c. Preliminary cost estimate will be provided to ensure that the planned scope of work is within the City's and County's budget constraints.
 - d. Specifications will be prepared for the 85% and 100% submittals.
 - e. Prepare construction staging (8 ½" x 11") exhibits to provide the Contractor direction on partial and full driveway closures allowed during construction and phasing for work along the mainline and at the intersections.
- In order to meet the design schedule, the 60% plans will be closer to 85% quality in order to submit the plans to Caltrans for their authorization.

Task 4 - Railroad Encroachment Permit

- Obtain a Right of Entry Permit from SCRRA (Metrolink) in order to reconstruct the pavement within the railroad right of way.

Phase B - Geotechnical Investigation and Topographic Survey

Task 5 - Geotechnical Investigation and Pavement Study Service

- Authorization was received to proceed with a sub-consultant to perform geotechnical investigation for the preparation report of pavement recommendations. The report was prepared and transmitted to the County to initiate a collaborative effort to establish an agreement between the County and the City.

Task 6 - Topographic Survey

- An aerial survey and land surveying and mapping will be prepared to establish the horizontal and vertical control based on record data.
- Field topographic survey will be performed for observed curb ramps identified as deficient in meeting ADA requirements.
- Centerline monuments and ties along the Grand Avenue corridor within the project limits will be recovered and recorded with the County. Preparation of the Corner Records, if necessary, are included.

Phase C - Federal Grant Submittal

Task 7 - Preliminary Environmental Study (PES)

- Per the “Project Authorization Process”, RKA will conduct the tasks associated with “Design” phase in order to process the project for obligation. This phase includes conducting the necessary field review of the project, preparing the NEPA document and coordination with City Environmental Planner to review environmental studies documents in order to submit the Preliminary Environmental Study (PES).
- RKA will prepare Plans, Specifications, and Estimate (PS&E) package submittal.

Task 8 - Right-of-Way (ROW) Certification

- Additionally, RKA will prepare the short-form Right-of-Way (ROW) Certification for the project since the project will not be acquiring any additional right-of-way nor relocating existing utilities. RKA will also prepare the DBE Contract Goal Methodology analysis for this project to determine the DBE goal for the CON phase of the project.

Task 9 - Quality Assurance Program Manual (QAP)

- In accordance with the Caltrans Quality Assurance Program Manual for Use by Local Agencies, RKA will prepare a QAP for the City of Covina.
- The QAP will ensure that the materials and workmanship incorporated in a federally-funded construction project are in conformance with the contract specifications and meets federal requirements.

Task 10 - Request for Authorization (RFA) for Construction (CON)

- Once “Authorization to Proceed” (E-76) is received from Caltrans Local Assistance, the City can proceed with advertising and selecting a design consultant for the project.
- It is understood that upon receipt of approval for authorization from Caltrans Local Assistance to bid the project for construction, the City will proceed with the advertisement and award the project for construction.

Phase D - Construction Management Services

Under general direction of the City’s Program Manager, RKA’s team shall be responsible for coordinating and conducting the pre-construction meeting. In addition, following are some key items to include:

Task 11 - Bidding and Construction Support

- During the bidding process, RKA will provide bid clarifications and addenda (if necessary), provide answers to contractor’s questions, attend the bid opening, evaluate the bid results and perform the necessary research of references of the apparent lowest responsible and responsive bidder. RKA will also attend the pre-construction meeting.

- During construction, RKA will review RFIs and submittals that may be necessary for the project and provide a written response within three (3) business days of receipt. For proposal purposes, it is estimated that five (5) RFIs or submittals will be reviewed for this project.
- If, during the course of the construction, errors or omissions are discovered in any of the plans, detail sheets, or estimates which RKA provided, RKA will make all necessary corrections and furnish the corrected product to the City. This will be accomplished within a reasonable time to be specified by the City to avoid or minimize construction delays to no cost of the City.

Task 12 - Construction Management Plan

- RKA will prepare a Construction Management Plan that will be reviewed with City staff prior to distribution to all stakeholders. This Construction Management Plan will act as the master document for all stakeholders to refer to throughout the project. This will be a “roadmap” document that will continually be updated. Some of the items to be included are:
 - Key personnel, the roles in the project and contact information.
 - Project schedule, including milestones and specialty testing and inspection services necessary.
 - Construction cost estimates that will be reviewed throughout the project to ensure continuity with established costs.
 - Labor compliance and other City procedures and policies will be reviewed and confirmed for adherence throughout the project.
 - Verification the contractor applies for and obtains the necessary permits.

Task 13 - Contract Administration

- RKA will ensure the contractor distributes the necessary public construction notices and will respond to public requests and concerns.
- RKA will review the project costs on a weekly basis to identify any savings or potential cost over-runs. To minimize the potential for discrepancies in the overall cost of the project, RKA will review all quantities with the Contractor.

Task 14 - Construction Management /Labor Compliance

- RKA will review and respond to any requests for information (RFI) and/or submittals from the Contractor within three working days. RKA will ensure the timely response by preparing the necessary tracking of the documents between the Contractor and Design Engineer.
- Throughout the construction of the projects, RKA will review payroll certificates and will administer the proper payment

Task 15 - Progress Meetings

- A standing meeting will be set for a day and time convenient to the City, the Contractor, and RKA for the weekly on-site coordination meetings. The agenda for these meetings will consist of discussion of the project schedule, review and approval of submittals, and issues brought forth by the City or the Contractor. For proposal purposes, it is estimated that one (1) weekly meeting with all parties will occur, and at a duration of two (2) hours.
- Coordination between the shared stakeholders will be critical during the construction activities to ensure that all parties' requirements remain in compliance and implemented by the Contractor. RKA will coordinate with the County of Los Angeles to ensure that the mutual agreement conditions are enforced.

Task 16 - Progress Payments and Change Orders

- RKA will review all applications for payment and verify against the project schedule and cost schedule to ensure proper payment is made by the City.
- Potential change orders will be reviewed by the Construction Manager and Inspector for application to the project. If a change order is deemed necessary, RKA will inform the City and will conduct the appropriate negotiations to establish the scope of work, price and time of completion.
- All of the approved change orders will require updating on the final project schedule, and will be completed by RKA.

Phase E - Inspection/Contractor Performance

RKA will maintain daily inspection reports (for the days of work), which will provide a basis for documenting the construction activities and materials for future reference.

- As the construction progresses, RKA will provide additional documentation and punch lists for items that need to be addressed by the Contractor.
- A copy of the working/modified project documents will be maintained by the Construction Manager and be made available to City staff for review within three (3) business days.
- RKA's team will be responsible for ensuring the Contractor maintains a proper safety program. Safety issues will be addressed at the pre-construction meeting through implementation of a safety program and will be monitored at all times by the inspection and construction management team.
- In order to accommodate the construction schedule, while still maintaining the project budget, RKA will provide as-needed inspection throughout the course of construction. RKA proposes to provide part-time inspection over the construction period.

Phase F - Federal Grant Coordination

Task 17 -Award Package

- RKA will prepare the Local Agency Construction Contract Administration Checklist (Award Package) to be submitted to Caltrans Local Assistance.

Task 18 - Reimbursement Request

- During the construction portion of the project, RKA will be responsible for submitting the progress invoices to Caltrans Local Assistance, once received from the Contractor and approved by the City.

Task 19 - Project Finalization

- At the completion of the construction, RKA will prepare a final report of expenditures and invoice to Caltrans Local Assistance as required for the Final Project Completion.
- RKA will provide a complete project file based upon the suggestions listed in the Caltrans Local Assistance Procedures Manual (LAPM) and provide assistance in a Caltrans or FHWA project file audit within one year of final project completion.

Phase G - Post-Construction Services

Task 20 - Contract Closeout

- At the completion of the construction phase of the project, it will be necessary to close out the project.
- RKA will verify all red-line comments by the Contractor and project inspector and coordinate with the Design Engineer to complete the final ink on Mylar "as-built" record plans.
- The as-built drawings shall be provided to the City and approved prior to the release of the Contractor's retention.
- Along with the as-built drawings, RKA will ensure all of the stop notices against the City are released.
- Final inspection reports will be provided to the City to support the as-built plans and substantiate the release of the retention.

Phase H - Construction Sub-Consultant Services

Task 21 - Quality Assurance Testing Service

- Geotechnical services for material sampling and testing will be provided in accordance with the City of Covina's QAP Manual approved by the Local Assistance Office.
- Sampling and testing, or inspection, will determine the degree of compliance with contract requirements, also known as quality control (QC).

Task 22 - Construction Staking

- Provide centerline stakes at reasonable intervals for full depth reclamation areas to establish horizontal and vertical control based on field survey.

Task 23 - Centerline Monumentation

- Reestablish centerline monuments that were damaged or destroyed during construction and record with the Los Angeles County Surveyor's office. It is assumed that up to 13 monuments will have to be recorded.

FEE PROPOSAL

RKA Consulting Group proposes to provide the above-described services on a time and materials basis for a not-to-exceed fee of \$351,132.00.

Design Phase \$157,455

Plans, Specifications and Estimate (PS&E)

- The fee proposal for the completion of the design bid documents including approximately 30 plan sheets is \$99,410.00. This phase accounts for an estimated 12 weeks of service, from Notice to Proceed through bid advertisement.

Sub-Consultant Services

- Surveying and Mapping
 - The fee for this work is \$14,502.00.
- Geotechnical Investigation
 - The fee for this work is \$24,978.00.

Federal Grant Submittal

- Request for Authorization (RFA) for Construction (CON)
 - The fee for the Funding Compliance is \$18,565.00. This phase accounts for 36 weeks of service, from Notice to Proceed through E-76 (CON) Approval.

Construction Phase \$193,677

Construction Management Services

- The fee for Construction Management, including the closeout management, of this project is \$70,455.00. It is assumed that the construction management team will need approximately 6 hours/day (540 hours). The construction contract is assumed to be a 90 working day contract.

Inspection/Contractor Performance

- The fee for the Inspection Services is \$37,800.00. Prevailing wage will be paid for the inspector. The construction contract is assumed to be a 90 working day contract. It is assumed inspection will be needed for 4 hours/day. (360 hours).

Federal Grant Coordination

- The fee for the Funding Compliance is \$14,555.00.

Post Construction Services

- The fee for the Post Construction Services is \$5,675.00.

Geotechnical and Surveying Support during Construction

- The fee for the Geotechnical and Surveying Support during Construction is \$65,192.00.

Progress invoices will be submitted on a monthly basis throughout the duration of the contract.

HOURLY RATE SCHEDULE

Project Manager (Kurt Pedersen)	\$ 140.00
Project Engineer (Cody Howing)	\$ 115.00
Public Works Inspector (Walt Pruszynski)	\$ 105.00

We appreciate the opportunity to provide this proposal and look forward to working with you on this project. If you have any questions, please do not hesitate to call.

Sincerely,



Kurt Pedersen
Director of Engineering



CITY OF COVINA AGENDA REPORT

ITEM NO. CB 1

MEETING DATE: September 6, 2016

TITLE: Covina Irrigating Company (CIC) Board of Directors Nominee

PRESENTED BY: Don Penman, Interim City Manager

RECOMMENDATION: Nominate One Person to Fill Vacancy on CIC Board

BACKGROUND:

The Covina Irrigating Company has a Board of Directors comprised of nine (9) Directors. The City of Covina is the largest shareholder of CIC and has four directors that are nominated by the City. There is one vacancy on the Board with the tragic passing of Ron Capotosto, who was a City representative. The City Council received a report from staff at your meeting of August 20 indicating that the Council needs to nominate someone to fill the vacancy created by Mr. Capotosto's passing, and that the deadline for that nomination is September 15, 2016 in order for CIC to prepare and finalize the proxy ballot to be mailed to all shareholders. The slate of Directors will be considered at the annual CIC Board meeting on October 20.

At the August 16 meeting the City Council directed that any council member who wished to suggest a name to be considered for nomination be forwarded to staff to be included in the staff report for this meeting. At the time of the preparation of this report, one name had been submitted, Katarina Garcia, by Mayor Pro Tem Marquez. Attached is her resume. Another possibility that was raised at the Council meeting of August 20 is to nominate John Fielding. Mr. Fielding has previously serviced as a Director of CIC for many years as a representative of the City. He is also a Director Emeritus on the Board. The CIC also indicated that the City Council could replace any of its Directors at any time in the future; it did not have to occur as part of a slate of candidates presented at the Annual meeting.

RECOMMENDATION:

Nominate one individual to fill the vacancy on the Covina Irrigating District Board of Directors.

FISCAL IMPACT:

The CIC is a private mutual water company so there is no fiscal impact on the City. The City does own 4,218 shares of stock in the company and secures a majority of its water from the CIC.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT): N/A

Respectfully submitted,


 Donald Penman
 Interim City Manager

ATTACHMENTS:

Attachment A: Katarina Garcia Resume

KATARINA GARCIA

• Covina, CA 91722

PROFILE OF QUALIFICATIONS

Dedicated and highly motivated educational professional. Active in supporting and encouraging teachers through staff development and leadership roles. Knowledgeable of Common Core, Next Generation Science Standards and current trends in education. Capable of motivating staff to try new, creative techniques to continually improve teaching skills. Polished public speaker and instructor. Able to relate effectively to people at all levels and of diverse backgrounds

SKILLS

- Google Certified Educator
- Creating and utilizing instructional technology to train teachers
- Knowledge of Common Core Standards and Next Generation Science Standards
- Experience with cooperative learning strategies
- Planning and leading school-wide professional development
- Developing benchmarks and curriculum
- Promoting positive school climate through student activities
- Delegating tasks to teachers in the professional learning community according to their expertise

EXPERIENCE

- Creating and implementing lesson plans as the AP Environmental Science lead teacher
- Developing curriculum guides and benchmarks for district wide Environmental Science curriculum
- Training teachers to use educational technology in their classroom such as Google Apps for Education, School Loop and Aeries
- Facilitating district Thinking Maps training for science teachers
- Demonstrating AVID and literacy strategies for teacher professional development
- Managing student activity funds as the advisor of Class Council and Go Green! Club
- Establishing participation in local community organizations and events as a member of AVID Site Team

PROFESSIONAL HISTORY

Science and AVID Elective Teacher

West Covina High School, West Covina, CA, *August 2014 – Present*

Science Teacher, Associated Student Body Moderator, Varsity Softball Coach

Bishop Amat Memorial High School, La Puente, CA, *August 2009 – May 2014*

EDUCATION

Masters of Science, Secondary Education, California State University, Fullerton, *May 2015*

Bachelor of Arts in Education, Elementary Education, Arizona State University, *May 2009*

Focus Area: Multilingual/Multicultural Education

Graduate of the Barrett Honors College

CERTIFICATIONS

- California Tier-1 Administrative Credential (*expected May 2016*)
- California Clear Single Subject Credential: Biological Sciences
- California Clear Multiple Subject Credential
- ESL Endorsement

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**CITY OF COVINA/
COVINA HOUSING AUTHORITY/
SUCCESSOR AGENCY TO THE
COVINA REDEVELOPMENT AGENCY
AGENDA REPORT**

ITEM NO. NB 1

MEETING DATE: September 6, 2016

TITLE: Notification of termination of HUD Continuum of Care grant for the Transitional House effective FY 2017-2018

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

RECOMMENDATION: Receive and file the report.

BACKGROUND:

The Department of Housing and Urban Development (HUD) issues a SuperNOFA for grant funding each year. The Los Angeles Homeless Services Authority (LAHSA), which administers grant funding for homeless services in Los Angeles County, submits grant requests in a bundle to apply for the funding. In the 2015 SuperNOFA, LAHSA was successful in obtaining \$100 million to fund homeless programs.

One of the programs which has been funded successfully since 2006 in the SuperNOFA is the Covina Transitional House grant, a Continuum of Care (CoC) grant, which provides funds for supportive services, operations, and administration. The city has obtained \$96,091 in grant funding each year, and has operated the house under contract with a service provider. Since July 2009, Catholic Charities of Los Angeles has been the service provider.

DISCUSSION:

In recent years, HUD has prioritized rehousing of chronic homeless persons, and homeless veterans, and has increasingly emphasized Housing First as a housing policy. A person who is “chronically homeless” is an unaccompanied homeless individual with a disabling condition who has either been continuously homeless for a year or more, or has had at least four episodes of homelessness in the last three years. A Housing First approach involves having minimal barriers to persons entering the project. All barriers to accessing housing and services are to be removed. Under this approach, people with addictions to alcohol or substances should not be required to cease active use before accessing housing and services.

Housing First

The Covina Transitional House requires that those entering the program be sober and maintain sobriety. Based on this fact, the project does not qualify as a “Housing First” program.

Section II B (17) of the HUD 2016 SuperNOFA “Homeless Policy and Program Priorities” states:¹

c. Project Type. Up to 5 points will be based on the type of project application submitted and the population that will be served with the following points available for the following project types:

(1) 5 points for renewal and new permanent housing-permanent supportive housing and rapid rehousing, renewal safe haven, HMIS, SSO for centralized or coordinated assessment system, or transitional housing that exclusively serves homeless youth projects;

(2) 3 points for renewal transitional housing, except those transitional housing projects that exclusively serve homeless youth which will be scored as discussed in paragraph (1); and

(3) 1 point for renewal SSO project applications other than those for a centralized or coordinated assessment system.

d. Commitment to Policy Priorities. Up to 10 points for how the permanent housing project application commits to applying the Housing First model. Transitional housing projects, safe haven, and SSO projects that are not for centralized or coordinated assessment can receive up to 10 points for how the project demonstrates that it is low-barrier, prioritizes rapid placement and stabilization in permanent housing and does not have service participation requirements or preconditions to entry (such as sobriety or a minimum income threshold). HMIS projects and SSO projects for a centralized or coordinated assessment system will automatically receive 10 points.

On August 16, 2016, HUD’s Office of Special Needs Assistance Programs issued the *CoC Competition Focus: Housing First* message to provide information to help CoCs understand the FY 2016 policy priority of using a Housing First approach. See Attachment A.

On August 23, 2016, LAHSA sent a Notice of Projects Intended for Reallocation to the City. On August 24, 2016, the City responded by letter requesting reconsideration (see Attachment B). LAHSA acknowledged receipt of the letter and asked the City to reconsider its Housing First position.

On Friday, August 26, 2016, the LAHSA Commission met and approved a policy which establishes performance thresholds which states that “projects ranked into Tier 2 of the CoC Priority Listing will be evaluated on Housing First and Low Barrier Programming models,” and “projects not meeting the minimum standard for these models will be reallocated.” See Attachment C.

In prior years, LAHSA allocated projects into tiers based on the type of service. Because of HUD’s high priority for permanent housing (ranked as Tier 1), transitional housing is ranked as Tier 2 priority by LAHSA.

Notice of Project Reallocation

Because transitional housing is a Tier 2 priority, and the Covina Transitional House does not have a Housing First policy, it falls into the category of programs to be reallocated under the new

¹ <https://www.hudexchange.info/resources/documents/FY-2016-CoC-Program-NOFA.pdf> accessed 8-30-16

LAHSA policy. A Notice of Project Reallocation (see Attachment D) was sent to the City on August 29, 2016, informing the City that the program will not be included in the 2016 SuperNOFA application and funding will cease as of June 30, 2017. LAHSA's listing of FY 2016 CoC NOFA Reallocated Projects is attached as Attachment E. The federal FY 2016 is the period of July 1, 2017 to June 30, 2018.

Options for program operation in FY 17-18

Staff will pursue other grant opportunities if/when they arise, and will also pursue other sources of funding for the Covina Transitional House. A report will be brought back to Council on any findings. Funding for continued operation of the house could affect service in the current fiscal year as it draws to a close. Staff will work closely with Catholic Charities of Los Angeles, the service provider, to ensure that clients served by the house will not be impacted.

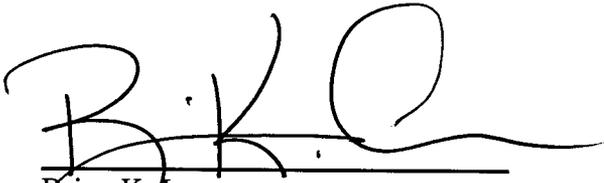
FISCAL IMPACT:

If replacement funds for the administration, operation and supportive services provided at the house are not evident, all options will be explored.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

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

Respectfully submitted,



Brian K. Lee
Director of Community Development

ATTACHMENTS:

- A. August 16, 2016 publication "CoC Competition Focus: Housing First
- B. Letter from City
- C. LAHSA Policy on Reallocation
- D. Notification Letter from LAHSA
- E. LAHSA's list of Reallocated Projects, FY 2016



August 16, 2016

CoC Competition Focus: Housing First

Housing First is a proven approach in which all people experiencing homelessness are believed to be housing ready and are provided with permanent housing immediately and with few to no preconditions, behavioral contingencies, or barriers. Effectively implementing a Housing First approach involves prioritizing people with the highest needs and vulnerabilities, engaging more landlords and property owners, and making our projects client-centered spaces without barriers to entering and remaining in the project.

This *Competition Focus* message provides information and resources to help Continuums of Care (CoCs) and stakeholders understand the FY 2016 policy priority of *using a Housing First approach*.

Adopt Client-Centered Service Methods

At its core, a Housing First approach should start where the program participant is and should ensure that individuals and families are provided with housing choices and with access to voluntary supportive services that are tailored to meet the unique needs of each individual or family presenting for services and that will assist program participants achieve their goals. The services offered should be determined through a collaborative process with the program participant and should focus on the program participant's preferences and goals. Because of this, the supportive services offered will likely change over time as the preferences and goals of the program participant change; however, program participants should not be required to participate in services and cannot be required to participate in disability-related services. See the Substance Abuse and Mental Health Services Administration's (SAMHSA) [Person- and Family-centered Care and Peer Support webpage](#) for more information and resources about adopting client-centered service methods.

Remove Barriers to Entry

Systems and projects following a Housing First model should have minimal barriers to entering those projects. CoCs should review project-level eligibility criteria for all projects within the CoC and work with the recipients to remove any barriers to accessing housing and services. For example, persons experiencing homelessness should not be screened out of or discouraged from participating in programs because they have poor credit history, or lack income or employment. Additionally, people with addictions to alcohol or substances should not be required to cease active use before accessing housing and services. See HUD's [Coordinated Entry Policy Brief](#) for more information on how coordinated entry processes can help remove barriers at a system level as well.

The Office of Special Needs Assistance Programs (SNAPs) released a [Policy Brief](#) in 2015 reporting on the Family Options Study—a long-term, multi-site, experimental study that demonstrated that requiring additional eligibility criteria beyond the statutory or regulatory requirements does not increase the success of programs. The study highlighted that permanent housing like Public Housing, vouchers, and Rapid Re-housing (RRH) have lower barriers to entry, whereas transitional housing programs often place additional barriers to receiving housing and services, and these additional eligibility criteria did not result in fewer returns to homelessness or better family well-being outcomes.

In a recent [In Focus message](#), we also discussed recovery housing programs and how some programs have successfully implemented Housing First principles. For instance, Ed Blackburn from Central City Concern discusses in a [guest blog](#) how recovery housing works within a Housing First model. The key elements include ensuring that



entry into the program is not predicated on a set amount of clean time, strict income requirements, background checks, or other barriers, and ensuring that drug or alcohol relapse does not necessarily mean eviction from the program. Relapse management takes into account the realities of addiction and ensures that clients are held accountable within a framework that allows for mistakes along the way.

Engage Landlords and Property Owners

In order to ensure units are readily available for program participants, CoCs and providers should be identifying and recruiting landlords of units in the geographic area so that when an individual or family needs housing, potential units that those individuals or families may choose from have already been identified, speeding up the housing process. Landlord engagement can be undertaken by each homeless assistance provider or consolidated so that one or a few organizations engage landlords on behalf of many providers.

The U.S. Interagency Council on Homelessness (USICH) has posted a number of resources to help providers and CoCs effectively engage landlords. Check out their [listing of resources](#), as well as [First Lady Michelle Obama's video](#) encouraging landlords and property owners to get involved in ending Veteran homelessness.

Use Data to Quickly and Stably House Homeless Persons

Programs that use a Housing First approach should be moving individuals and families quickly into permanent housing. CoCs can measure quality of housing first approaches by evaluating the length of time it takes for programs to move households into permanent housing.

CoCs can get an overall sense of how quickly the entire system moves households into permanent housing by analyzing [Measure 1](#) of HUD's [System Performance Measures](#). If the CoC is going to truly lower the average length of time homeless across the system, the CoC and individual providers will have to focus on those who have been homeless the longest periods of time. These individuals and families typically have high vulnerabilities and service needs, and also may have characteristics, such as substance use disorders, criminal records, or resistance to services, that result in their being screened out of other programs.

Strong evidence, such as the recently published [Housing First Fact Sheet](#) from the National Alliance to End Homelessness (NAEH), and the Corporation for Supportive Housing's (CSH) [NYC FUSE Evaluation: Decreasing Costs and Ending Homelessness](#), shows that people with long histories of homelessness and chronic disabilities who were served in permanent supportive housing using a Housing First approach has shown a number of positive outcomes, including significant declines in homelessness, arrests, hospitalization, and emergency room visits as well as declines in the public costs of shelter, corrections, and health care.

What You Can Do to Evaluate Your Program(s)

Our partners at USICH created a useful [Housing First Checklist: A Practical Tool for Assessing Housing First in Practice](#). We encourage providers to use the checklist to evaluate whether you are using a Housing First approach. Take this opportunity to evaluate your project, and reflect on whether you have adopted client-centered service methods. Ask yourself:

- *Does my project rely on predetermined goals that all clients must meet?*



- *Does my project require participation in services?*
- *Does my project evict clients for use of alcohol or drugs without opportunity for managing a relapse?*
- *Does my project evict clients for non-payment of rent without an opportunity for repayment plans or interventions to assist clients to pay on time?*

If you answer “yes” to these questions, your project should take steps to improve your implementation of Housing First.

We encourage CoCs and providers to share these resources among community partners and utilize them to continue the work of implementing Housing First practices. With your commitment and support, we will end homelessness for those with the highest vulnerabilities and service needs.

Thank you,

Norm Suchar and Abby Miller
Office of Special Needs Assistance Programs

Additional Resources

- [Housing First in Permanent Supportive Housing Brief](#)
- [Family Options Study](#)
- [How Data is Ending Chronic Homelessness in Maine](#)
- [VA-PSH Guidebook](#)
- [Community Policing Dispatch – Policing and Approaches to Street Homelessness](#)
- [Washington Post – “Housing First” Approach Works for Homeless, Study Says](#)



August 24, 2016

Mr. Peter Lynn, Executive Director
Los Angeles Homeless Services Authority
811 Wilshire Blvd., 6th Floor
Los Angeles, CA 90017

Re: McGill Transitional House, CA0416L9D001508 (FY 2016-2017)
Notice of Projects Recommended for Reallocation Received August 23, 2016

Dear Mr. Lynn:

The City of Covina has received notice that the McGill Transitional House (Transitional House), which has been in operation and funded through Supportive Housing Program (SHP) grant, now the Continuum of Care (CoC) grant since 2006, is being recommended for reallocation. This is based on a draft amended reallocation policy set to be reviewed and decided on by the LAHSA Commission on Friday, August 26, 2016, at 9 a.m. The CoC grant award to Covina is \$96,091.

The Transitional House, owned by the Covina Housing Authority and managed under contract by Catholic Charities of Los Angeles, has consistently received high ratings (100%) in the LAHSA evaluation process. Due to the federal priority of permanent housing, the Transitional House is ranked as a Tier 2 project.

Since the start of operation in 2006, thirty-one families have resided rent-free at the Transitional House and have had the opportunity to re-establish their lives and stability. Two families are currently housed in the program: a mom with two children ages 1 and 2, and a mom with three children ages 10, 13 and 16. They are working and saving to achieve permanent housing.

In the process of preparing for the FY 17-18 SuperNOFA, the question of Housing First has arisen. The City was asked to respond to the following question to determine its position on Housing First:

4.--Housing First

b. Does the project ensure that participants are not screened out based on the following items?

Candidates are not screened out based on:

- | | |
|--|-------|
| Having too little or no income | X |
| Active or history of substance abuse | _____ |
| Having a criminal record with exceptions for state-mandated restrictions | X |
| History of domestic violence | X |

c. Does the project ensure that participants are not terminated from the program for the following reasons?

Failure to participate in supportive services	X
Failure to make progress on a service plan	X
Loss of income or failure to improve income	X
Being a victim of domestic violence	X
Any other activity not covered in a lease agreement	X

The Residential Agreement for the Transitional House program requires that at entrance, clients shall not be under the influence of controlled substances. Residents are required to maintain sobriety at all times while participating in the program. For this reason, persons with an active use of controlled substances are not admitted into the Transitional House program. Persons with a history of substance abuse who are sober have no barrier to entrance.

We are aware that in the CoC Competition there is a focus on Housing First where projects are client-centered spaces without barriers to entering and remaining in the project. As shown above, the Transitional House has only one barrier out of nine possible barriers listed. That barrier is in place for the safety of the other residents of the home, as well as the children in the family, and persons in the neighborhood where the house is located. Staffing at the Transitional House is knowledgeable, skilled and committed. However, staffing at the Transitional House is not structured and does not have the depth to address the challenges of a Housing First model. In addition, because the Transitional House is City-owned, allowing non-sober clients to reside at the facility may have liability implications.

The Transitional House project is a small, efficient project which provides intense case management to reach program goals. The goals are set by HUD and by LAHSA, and the Transitional House team has been successful in helping the residents reach the program goals. The case manager addresses the unique needs of the clients to increase their income and move toward permanent housing in a short period of time.

I would ask that the LAHSA Commission consider carefully its reallocation recommendation. The broad application of the Housing First requirement, especially to smaller projects, will result in the elimination of successful projects which assist homeless families to achieve self-sufficiency and independence.

Sincerely,

CITY OF COVINA

Donald Penman

Donald Penman
Interim City Manager

DP:NG



Policy: FY 2016 Continuum of Care Program Reallocation Policy

Submitted by: Josh Decell

Continuum of Care Policies

Approved Commission Meeting: 8/26/2016

General:

As the Continuum of Care (CoC) lead agency, Los Angeles Homeless Services Authority annually submits the CoC Program application to the US Department of Housing and Urban Development (HUD) on the behalf of the Los Angeles Continuum of Care. In recent years, HUD has created an opportunity for CoCs to apply for new project funding by partially or fully reallocating funds that were previously allocated to renew existing grants within the CoC. Reallocation presents an opportunity for CoCs to move funding from projects that are underutilized, not cost effective, underperforming, or obsolete to create new permanent housing projects.

Procedure:

The Continuum of Care has established the following reallocation policies in the 2016 Continuum of Care Program Competition:

- 1) Recapture CoC Grant funds from former Supportive Housing Program grants, including Transitional Housing (TH) Programs and Permanent Supportive Housing (PSH) Programs from grants that demonstrate at least 3 years of underspending of at least 5% of the total annual grant amount, based on lowest amount of underspent funds incurred over the 3-year period and make such amounts available under reallocation for new PSH projects in the 2016 CoC Program Application.
- 2) Recapture CoC Grant funds from former Shelter Plus Care Program and CoC Rental Assistance Grants based on Public Housing Authorities identifying funds for reallocation and make such amounts available for new PSH projects in the 2016 CoC Program Application.
- 3) Establish Cost Effectiveness Thresholds for CoC Program TH by population:
 - a. Single Adults: \$20,000/permanent housing outcome
 - b. Families: \$30,000/permanent housing outcome
 - c. Domestic Violence: \$50,000/permanent housing outcomes (including safety transfers)
 - d. Transition Age Youth: \$50,000/permanent housing outcome

For FY 2016, reallocate CoC Grant funds from TH Projects where the 3-year aggregate cost effectiveness exceeds the threshold.
- 4) Establish Performance Thresholds for CoC Program Renewal projects based upon approved 2016 Renewal Evaluation Methodology:
 - a. 50% of points possible for PSH and TH for Transition Age Youth (TAY)
 - b. 70% of points possible for TH projects for persons fleeing domestic violence
 - c. 80% of points possible for TH projects serving other populations (single adults and/or families)

For FY 2016, reallocate CoC Grant funds from TH Projects where the 2016 renewal evaluation score falls below the proposed thresholds with the exception of projects that exclusively serve households fleeing domestic violence with the understanding that LAHSA will provide technical assistance to improve project performance over the next twelve (12) months.
- 5) Commitment to Policy Priorities: Housing First and Low Barrier Programming
 - a. Projects are ranked using approved CoC ranking structure
 - b. Projects ranked into Tier 2 of the CoC Priority Listing will be evaluated on Housing First and Low Barrier Programming models
 - c. Projects not meeting the minimum standard for these models will be reallocated
- 6) Apply up to \$500,000 in reallocated funding to a new LA CoC HMIS project application based upon a projected increase in on-going cost.



Peter Lynn
Executive Director

Board of Commissioners

Wendy Greuel
Chair

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Vice Chair

Larry Adamson

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Shane Goldsmith

Kerry Morrison

Mike Neely

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Kelvin Sauls

Administrative Office

811 Wilshire Blvd.
6th Floor
Los Angeles, CA 90017

213 683.3333 - PH

213 892.0092 - FX

213 553.8488 - TTY

www.lahsa.org

August 29, 2016

Mr. Daryl Parrish
City Chairman
City of Covina
125 E. College Street
Covina, CA 91723

Notice of Project Reallocation

Re:	<u>Program Name</u>	<u>Grant Prefix</u>	<u>Reallocation Basis</u>
	McGill Transitional House	CA0416	Housing First Response

Dear Mr. Parrish,

This letter is to inform you that the above referenced project has been reallocated according to the reallocation policy adopted by the LAHSA Commission on August 26, 2016.

Reallocated projects will therefore not be included in the FY 2016 CoC NOFA competition priority ranking and will not be renewed for the 2017 – 2018 program year.

Please note that projects being reallocated this year should continue operations through the current FY 2015 grant period, listed above. **Projects being reallocated will not immediately close, and must continue serving clients, in accordance with their contracts.**

Please review the attached reallocation policy for additional details regarding cost effectiveness and performance thresholds.

Future Funding Opportunities:

Reallocated providers serving Households with Children are encouraged to apply for the upcoming Coordinated Entry System (CES) for Families RFP, tentatively scheduled for release in early 2017. This funding opportunity will likely include Bridge Housing and Rapid Rehousing components as eligible activities.

This and all other future funding opportunities from LAHSA will be shared via the Funding Unit webpage, at www.lahsa.org/funding/home.

Grant Close Out Process:

- All effort should be made to place clients into permanent housing destinations prior to the end of the Grant period, using the Coordinated Entry System (CES) for each population served. Additional guidance on this matter may be obtained from LAHSA. Please contact Paul Duncan, Assistant Director of Systems Integration, at pduncan@lahsa.org.
- Additional guidance on procedures related to financial close out of the CoC grant, as well as options for No Cost Extensions of grants beyond the FY2015 period, will be available by autumn of 2016.

If you have questions, please contact us at snofa@lahsa.org.

Sincerely,

Joshua Decell
Acting Director of Programs

Enclosures:

- *FY 2016 CoC Program Reallocation Policy, adopted 8/26/2016*

FY 2016 CoC NOFA Reallocated Projects

Operating Agency	Grantee	Project Name	Grant Prefix	Project Component	Available Renewal Amount	Amount Reallocated	SPA	Beds	Units	Final Score	3-year Total Households Exiting to Permanent Housing	3-year Total Expenditures	3-year cost per Permanent Placement	Reallocation Basis
City of Covina	LAHSA	McGill Transitional House	CA0416	TH	\$ 96,091.00	\$ 96,091.00	3	7	1	86%	10	\$ 282,611.00	\$ 28,261.10	Housing First
City of Pomona	City of Pomona	Pomona Transitional Living Center	CA0436	TH	\$ 165,243.00	\$ 165,243.00	4	5	5	49%	16	\$ 406,940.69	\$ 25,433.79	Performance
Special Services for Groups	HACLA	SPECIAL SERVICES FOR GROUPS - VARIOUS SITES (CA0472L9D001407)	CA0472	PH	\$ 312,526.00	\$ 312,526.00	4	22	22	42%				Performance
A Community of Friends	A Community of Friends	Step Out Apartments	CA0478	TH:Y	\$ 217,060.00	\$ 217,060.00	6	20	10	49%	44	\$ 537,925.90	\$ 12,225.59	Surrendered
Testimonial Community Love Center	Testimonial Community Love Center	Testimonial Community Love Center Transitional Housing Program	CA0487	TH	\$ 139,493.00	\$ 139,493.00	6	30	10	68%	35	\$ 276,379.00	\$ 7,908.13	Performance



CITY OF COVINA

AGENDA REPORT

ITEM NO. NB 2

MEETING DATE: September 6, 2016

TITLE: Payment to Vavrinek, Trine, Day & Co., LLP for Accounting Services Assisting with the Preparation of the Fiscal Year 2014-15 Audit and CAFR

PRESENTED BY: Anita Agramonte, Finance Director

RECOMMENDATION: Approve payment of final invoice to Vavrinek, Trine, Day & Co., LLP for accounting services assisting with the preparation of the Fiscal Year 2014-15 Audit and CAFR in the amount of \$14,820, and adopt Resolution No. 16-7517 appropriating \$58,900 for auditing and accounting services.

BACKGROUND:

With change in management and departure of long-term personnel in 2015, it was necessary to outsource a significant portion of the 2015 fiscal year-end closing duties. Vavrinek, Trine, Day & Co, LLP (VTD) is a firm with over 225 employees which consistently ranks among the top regionally based CPA firms. In November 2015, the Finance Department requested the services of VTD to provide assistance with the year-end process including closing the books, preparing for the annual audit, and finalizing the annual financial statements.

Covina Municipal Code (CMC) Section 2.20.060 allows the City Manager to authorize purchases and contracts for services with an estimated value of \$25,000 or less. The City Council shall authorize purchases and contracts for services with an estimated value greater than \$25,000.

The original scope of work was scheduled for December 2015 and expected to be completed in January 2016, with compensation not to exceed \$25,000. However, it became apparent that additional assistance was needed through April 2016. The City Council approved a Professional Services Agreement with VTD in February 2016 stipulating maximum expenditure of \$35,000, which would be funded by savings in salaries and benefits.

DISCUSSION:

VTD has assisted with Fiscal Year 2015 accounting entries and analysis, year-end closing, completion of the audit, finalizing of the CAFR, and various other projects. VTD's unique understanding of the complexities of the City's financial details made it prudent to engage the firm for assistance during the Finance Department's difficult transition period. VTD completed the required work; however, the final cost exceeded the Council Approved expenditure amount of \$35,000. The total cost of services provided was \$58,900. Payments to date total \$44,080, and a final invoice in the amount of \$14,820 remains outstanding. Staff recommends payment of this final invoice.

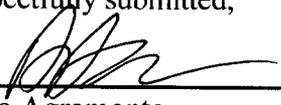
FISCAL IMPACT:

When the agreement was originally prepared, it was projected that there would be sufficient salary savings to fund this contract. However, salary savings were exhausted due to the amount of turnover experienced by the department, resulting in unplanned final payments to prior employees. Salary savings were also utilized to compensate the Interim Finance Directors and the part-time Finance Manager, as well as additional contractual employees whose services were required due to staffing reductions in order to complete necessary tasks. A budget resolution appropriating \$58,900 in account number 1010 0500 51100 is necessary to cover the additional costs incurred by the department in Fiscal Year 2015-16.

CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):

None.

Respectfully submitted,



Anita Agramonte
Finance Director

ATTACHMENTS:

Attachment A: Resolution No. 16-7517

RESOLUTION NO. 16-7517

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, TO AMEND THE FISCAL YEAR 2015-2016 CITY OF COVINA OPERATING BUDGET INCREASING APPROPRIATIONS BY \$58,900 FOR AUDITING AND ACCOUNTING SERVICES

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

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

WHEREAS, the approved budget is in accordance with all applicable ordinances of the City and all applicable statutes of the State; 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, anticipated salary savings to fund outsourced accounting services were exhausted due to the final payments to employees, the cost of interim management services, and the cost of additional contracted services

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

SECTION 1. Amend the Fiscal Year 2015-2016 City of Covina Operating Budget as follows: appropriate \$58,900 from the General Fund balance to Account No. 1010-0500-51100 for accounting services incurred.

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

APPROVED and PASSED this 6th day of September, 2016.

City of Covina, California

BY: _____
KEVIN STAPLETON, Mayor

ATTEST:

SHARON F. CLARK, Chief Deputy City Clerk

APPROVED AS TO FORM:

CANDICE K. LEE, City Attorney

CERTIFICATION

I, Sharon F. Clark, Chief Deputy City Clerk of the City of Covina, do hereby certify that Resolution No. 16-7517 was duly adopted by the City Council of the City of Covina at a regular meeting held on the 6th day of September, 2016, by the following vote:

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

Dated:

SHARON F. CLARK, Chief Deputy City Clerk