



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

Mayor Kevin Stapleton – Mayor Pro Tem Walt Allen, III
Council Members Peggy Delach – John King – Bob Low

REGULAR MEETING AGENDA
125 E. College Street, Covina, California
Council Chamber of City Hall
Tuesday, September 18, 2012
6:30 p.m.

- As a courtesy to Council/Agency/Authority Members, staff and attendees, everyone is asked to silence all pagers, cellular telephones and any other communication devices.
- Any member of the public may address the Council/Agency/Authority during both the public comment period and on any scheduled item on the agenda. Comments are limited to a maximum of five minutes per speaker unless, for good cause, the Mayor/Chairperson amends the time limit. Anyone wishing to speak is requested to submit a yellow Speaker Request Card to the City Clerk; cards are located near the agendas or at the City Clerk's desk.
- Please provide 10 copies of any information intended for use at the Council/Agency/Authority meeting to the City Clerk prior to the meeting.
- MEETING ASSISTANCE INFORMATION: In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk's Office at (626) 384-5430. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.
- DOCUMENT AVAILABILITY: Any writings or documents provided to a majority of the Council/Agency/Authority regarding any item on this agenda will be made available for public inspection at the City Clerk's Office counter at City Hall located at 125 E. College Street and the reference desk at the Covina Library located at 234 North Second Avenue during normal business hours. In addition, such writings and documents are available in the City Clerk's Office and posted on the City's website at www.covinaca.gov.
- Pursuant to Government Code Section 54954.2, no matter shall be acted upon by the City Council/Successor Agency to the Covina Redevelopment Agency/Public Finance Authority/Covina Housing Authority unless listed on agenda, which has been posted not less than 72 hours prior to meeting.
- If you challenge in court any discussion or action taken concerning an item on this Agenda, you may be limited to raising only those issues you or someone else raised during the meeting or in written correspondence delivered to the City at or prior to the City's consideration of the item at the meeting.
- The Sr. Deputy City Clerk of the Covina City Council hereby declares that the agenda for the **September 18, 2012** meeting was posted on **September 13, 2012** near the front entrance of the City Hall, 125 East College Street, Covina, in accordance with Section 54954.2(a) of the California Government Code.

September 18, 2012

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

CALL TO ORDER

ROLL CALL

Council/Agency/Authority Members Delach, King, Low, Mayor Pro Tem/Vice Chairperson Allen and Mayor/Chairperson 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 Finance Authority/Covina Housing Authority will adjourn to Closed Session for the following:

CLOSED SESSION

- A. G.C. §54957.6 – CONFERENCE WITH LABOR NEGOTIATOR
Agency representative: Marco A. Martinez, City Attorney
Unrepresented Employee Title: City Manager

- B. G.C. §54956.8(b) – CONFERENCE WITH REAL PROPERTY NEGOTIATOR –Negotiations to include both price and terms
Property: 129 East San Bernardino Road
Agency negotiator: Daryl Parrish, City Manager

- C. G.C. §54956.9(c) – CONFERENCE WITH LEGAL COUNCIL – Anticipated litigation - Initiation of Litigation
Number of potential cases: 1 (one)

RECESS

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

RECONVENE/CALL TO ORDER

ROLL CALL

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

PLEDGE OF ALLEGIANCE

Led by Mayor Pro Tem Allen

INVOCATION

Led by Covina Police Chaplain Dr. Patricia Venegas

PRESENTATIONS

Proclamation – Commemorating Constitution Week

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 City Council/Successor Agency to the Covina Redevelopment Agency/Public Finance Authority/Housing 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/Successor Agency to the Covina Redevelopment Agency/Public Finance Authority/Housing Authority votes on them, unless a member of the Council/Agency/Authority requests a specific item be removed from the consent calendar for discussion.

- CC 1.** City Council to approve the minutes from the September 4, 2012 regular meeting of the City Council/Successor Agency to the Covina Redevelopment Agency/Public Finance Authority/Housing Authority.
- CC 2.** City Council to approve the minutes from the September 10, 2012 special meeting of the City Council/Successor Agency to the Covina Redevelopment Agency/Public Finance Authority/Housing Authority.
- CC 3.** City Council to approve the payment of demands in the amount of \$5,743,709.56.
- CC 4.** Successor Agency to the Covina Redevelopment Agency to approve the payment of demands in the amount of \$2,863,895.40.
- CC 5.** City Council to adopt **Resolution No. 12-7104**, approving the side letter between the City of Covina and the American Federation of State, County and Municipal Employees (AFSCME) Local 36.
- CC 6.** City Council to receive and file the Public Works Department monthly activity report.
- CC 7.** Covina Housing Authority to receive and file Covina Housing Authority annual report.
- CC 8.** City Council to approve the professional services agreement between the City of Covina and Rice, Englander and Associates to provide State of California Advocacy Services.
- CC 9.** City Council to receive and file the City of Covina strategic plan update.
- CC 10.** City Council to approve the professional services agreement between the City of Covina and David Turch and Associates to provide Federal Advocacy Services.
- CC 11.** City Council to approve the amendment to extend the term of the City Manager's employment agreement.

CONTINUED BUSINESS

- CB 1.** City Council to consider second reading and adoption of an Ordinance amending certain sections of the Town Center Specific Plan.

Staff Recommendation:



- 1) City Council to consider second reading, thereby adopting **Ordinance No. 12-2012**, amending the Town Center Specific Plan to reclassify the sale of alcohol for on-site

consumption by a restaurant or food service establishment from a permitted use to conditional use.

NEW BUSINESS

NB 1. City Council to consider anticipated adoption of the Draft National Pollutant Discharge Elimination System (NPDES) Permit for Municipal Separate Storm Sewer System (MS4) Discharges within Los Angeles County (Draft MS4 Permit) by the Los Angeles Regional Water Control Board (Regional Board).

Staff Recommendation:

- 1) City Council to authorize a member of the City Council, the City Manager, or his designee, to present the City's comments on the Draft MS4 Permit; and
- 2) Authorize the City Manager, or his designee, to retain the services of outside counsel to assist the City in preparing an administrative petition with the State Water Resources Control Board challenging the Draft MS4 Permit unless corrected as requested by the City; and
- 3) Authorize the City Attorney to file an administrative petition with the State Water Resources Control Board in the event the Los Angeles Regional Water Quality Control Board adopts the Draft MS4 NPDES Permit without the corrections requested by the City.

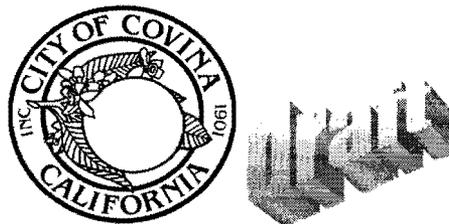
NB 2. City Council to receive and file a report regarding the Prospero Park Enforcement Activities and schedule a workshop to consider a proposed rental-housing ordinance.

Staff Recommendation:

- 1) City Council to receive and file the report on enforcement activities in the Prospero Park area by the Police Department and Code Enforcement division; and
- 2) Schedule a workshop for City Council to review previously proposed **Ordinance No. 10-1980**, amending Title 5, Business Licenses and Regulations, pertaining to rental housing.

ADJOURNMENT

The Covina City Council/Successor Agency to the Covina Redevelopment Agency/Covina Public Finance Authority/Covina Housing Authority will adjourn to its next regular meeting, **Tuesday, October 2, 2012** at 6:30 p.m. for closed session and at 7:30 p.m. for open session in the Council Chamber located inside of City Hall, 125 East College Street, Covina, California, 91723.



MINUTES OF THE SEPTEMBER 4, 2012 REGULAR MEETING OF THE COVINA CITY COUNCIL/SUCCESSOR AGENCY TO THE COVINA REDEVELOPMENT AGENCY /COVINA PUBLIC FINANCE AUTHORITY/COVINA HOUSING AUTHORITY HELD IN THE COUNCIL CHAMBER OF CITY HALL, 125 EAST COLLEGE STREET, COVINA, CALIFORNIA

CALL TO ORDER

Mayor Stapleton called the City Council/Successor Agency to the Covina Redevelopment Agency/Public Finance Authority/Housing Authority meeting to order at 6:40 p.m. All Council Members were present. City Attorney Elizabeth Hull announced the closed session items listed on the regular meeting agenda. There was no public comment.

ROLL CALL

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

Council Members Absent: NONE

Elected Members Present: MANNING

Staff Members Present: Human Resources Director, City Attorney, Police Chief, Police Captain, Police Lieutenant, Community Services Specialist, Assistant to the City Manager, Assistant Director of Public Works, Finance Manager, Sr. Human Resources Analyst and Sr. Deputy City Clerk

AGENDA POSTING DECLARATION

The Sr. Deputy City Clerk of the City of Covina hereby declared that the agenda for the September 4, 2012 City Council/Successor Agency to the Covina Redevelopment Agency/Public Finance Authority/Housing Authority meeting was posted on August 30, 2012 near the front entrance of City Hall, 125 East College Street, Covina, in accordance with §54954.2(a) of the California Government Code.

CLOSED SESSION

A. G.C. §54957.6 – CONFERENCE WITH LABOR NEGOTIATOR

Agency representative: Elizabeth W. Hull, City Attorney

Unrepresented Employee Title: City Manager

B. G.C. §54956.9(a) – CONFERENCE WITH LEGAL COUNSEL – Existing Litigation

Case name: City of Covina v. Hassen Imports Partnership

Case Number: KC 062804, Los Angeles Superior Court

RECONVENE THE MEETING

The City Council/Successor Agency to the Covina Redevelopment Agency/Public Finance Authority/Housing Authority meeting reconvened at 7:34 p.m.

City Attorney Elizabeth Hull reported City Council/Agency/Authority met in closed session to discuss the items listed on the regular meeting agenda with all members present. City Attorney Hull reported there is no reportable action related to the closed session items.

PLEDGE OF ALLEGIANCE

Mayor Stapleton led the pledge of allegiance.

INVOCATION

Covina Police Chaplain Dr. Patricia Venegas gave the invocation.

PRESENTATIONS

Mayor Stapleton invited Police Chief Kim Raney and Police Lieutenant John Curley to the lectern. The Chief and Lieutenant provided an update on Covina Police Officer Memorial project.

Chief Raney accepted the following Covina Police Officer Memorial project fundraiser donations: \$800 check from the Italian Catholic Federation, \$5,000 check from the Prospero Park Association and \$1,000 from the San Gabriel Valley Postal Credit Union.

Mayor Stapleton noted that City Manager, along with City Council Members, made a monetary donation toward the Covina Police Officer Memorial project.

PUBLIC COMMENTS

Georgia McCaffrey, Covina business owner, spoke regarding her business, Bun 'N Burger located at 180 E. Rowland Street. Ms. McCaffrey invited everyone to come try their "made from scratch" menu items.

Jorge Marquez, representative for California State Senator Dr. Ed Hernandez office, announced that a free vision exam is being offered on Wednesday, September 26, 2012, 9:00 a.m. to 5:00 p.m., at Block 36, located at the southeast corner of Foothill Blvd. and Azusa Avenue. For additional information or to RSVP for the exam, call (626) 430-2499.

COUNCIL/AGENCY/AUTHORITY COMMENTS

Council Member Low commended the Police Department for organizing the August Covina National Night Out. Council Member Low commented on the serious problems in the Prospero Park neighborhood, which he toured during National Night Out. Council Member Low noted that September 16 is Mexican Independence Day and hoped the Council would recognize the event.

Council Member King provided an update on the 2012 Downtown Thunderfest and Musical Festival. Council Member King requested to call, and upon consensus of the remaining City Council Members, a special meeting for Monday, September 10, 2012 at 7:30 p.m. to discuss the possibility of backstopping the Thunderfest event this year.

Council Member Delach hoped everyone had a safe Labor Day holiday.

Mayor Pro Tem Allen communicated about the gang activity and dilapidated structures on North Vecino Drive in the Prospero Park area. Mayor Pro Tem Allen requested, and the City Council agreed, that staff provide an update at a future Council meeting on the progress to clean up the neighborhood.

Mayor Stapleton commented on the upcoming 9/11 anniversary.

Mayor Stapleton announced on Monday, September 10, 2012, the Covina Public Works department is offering a free programmable thermostat to the first 30 residents that would like to exchange their old thermostats. For additional information, call (626) 384-5480.

Mayor Stapleton stated that Covina residents have until September 28, 2012 to receive home energy rebates and upgrades. To find out about the program, contact the Public Works Environmental Services at (626) 384-5480.

Mayor Stapleton reminded everyone of the 3rd Annual Honor Our Heroes Car Show, Saturday, September 8, 2012 from 2:00 p.m. to 6:00 p.m. For additional information, contact Kay Manning at (626) 260-6855.

Mayor Stapleton announced *Covina Day* at the Los Angeles County Fair would be held on Saturday, September 22, 2012. Tickets are available for \$5 by visiting www.lacountyfair.com/onlinetickets with the promo code, *Covina22*.

CITY MANAGER COMMENTS

City Manager Daryl Parrish provided an update on Assembly Bill 340, a State Legislative bill to overhaul state and local public pensions. City Manager Parrish outlined the proposed changes of AB 340.

CONSENT CALENDAR

On a motion made by Council Member King, seconded by Council Member Delach, the City Council/Successor Agency to the Covina Redevelopment Agency/Public Finance Authority/Housing Authority approved Consent Calendar items CC1, CC3, CC4, CC5 and CC6. Consent Calendar item CC2 was removed from the agenda for further discussion and consideration. **Motion carried 5-0, with Council Member Low abstaining on Consent Calendar item CC1.**

CC 1. City Council approved the minutes from the August 21, 2012 regular meeting of the City Council/Successor Agency to the Covina Redevelopment Agency/Public Finance Authority/Housing Authority.

CC 2. City Council to adopt **Resolution No. 12-7093**, approving the amended Conflict of Interest Code.

Council Member Low inquired if the building/code enforcement officers would be eliminated from the requirement of filing the statement of economic interest.

City Attorney Elizabeth Hull responded that the title amendment is a result of a change in job title only.

On a motion made by Council Member King, seconded by Council Member Delach, the City Council/Successor Agency to the Covina Redevelopment Agency/Public Finance Authority/Housing Authority approved Consent Calendar item CC2, thereby adopting **Resolution No. 12-7093**. **Motion carried 5-0.**

CC 3. City Council adopted **Resolution No. 12-7100**, accepting grant funding from the Office of Traffic Safety for traffic safety enforcement and training; and adopted **Resolution No. 7101**, authorizing an increase to the Police Department 2012-2013 budget in the amount of \$60,000.

CC 4. City Council approved allocating the remaining available funds from fiscal year 2011-2012 to approve fiscal year 2012-2013 Community Development Block Grant (CDBG) programs; and adopted **Resolution No. 12-7102**, amending the fiscal year 2012-2013 City of Covina budget to reflect an appropriation of available funds for the Economic Development and Residential Rehabilitation program.

CC 5. City Council adopted **Resolution No. 12-7103**, amending the fiscal year 2012-2013 City of Covina budget for the Community Facilities District.

CC 6. City Council to award the bid to Christian Brothers Mechanical Services, Inc., for heating/ventilation/air conditional (HVAC) preventative maintenance, Project No. F-1205.

PUBLIC HEARING

PH 1. Public hearing was before City Council to introduce and waiver further reading of **Ordinance No. 12-2011**, amending the Town Center Specific Plan to reclassify the sale of alcohol for on-site consumption by a restaurant or food service establishment from permitted use to conditional use.

City Manager Parrish gave a brief report.

At 8:21, p.m., Mayor Stapleton opened the public hearing and took public testimony.

Karen Galeawa, 3 Vino's, inquired about the timeline and if there was a study done that led to the proposed ordinance.

Mayor Stapleton reported that the Council had an interest regarding the proliferation of alcohol serving establishments in the downtown area and the proposed ordinance would allow reasonable control over new merchants.

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

On a motion made by Council Member King, seconded by Mayor Pro Tem Allen, the City Council waived further reading and introduced **Ordinance No. 12-2011**, amending the Town Center Specific Plan to reclassify the sale of alcohol for on-site consumption by a restaurant or food service establishment from permitted use to conditional use. **Motion carried 5-0.**

CONTINUED BUSINESS

CB 1. City Council to consider second reading and adoption of an Ordinance for application ZCH 12-001, a Zone Change from C-3A Commercial to C-P Commercial.

City Manager Daryl Parrish gave a brief report of the item for consideration.

On a motion made by Council Member King, seconded by Council Member Delach, the City Council had second reading and adopted **Ordinance No. 12-2012**, amending the Covina Zoning Map for property located at 535 South Second Avenue, to reflect the change of zone from C-3A Commercial to C-P Commercial. **Motion carried 5-0.**

NEW BUSINESS

NB 1. City Council to consider appointment to fill vacancy on the Covina Cultural Arts Advisory Commission.

On a motion made by Mayor Stapleton, seconded by Mayor Pro Tem Allen, the City Council appointed Lauren Tuma to the Covina Cultural Arts Advisory Commission. **Motion carried 5-0.**

NB 2. City Council to consider adopting an Urgency Ordinance providing for the regulation of tattoo/body art practitioners and facilities within the City.

City Manager Daryl Parrish gave a brief report of the item for consideration by Council.

Following a brief discussion and on a motion made by Council Member King, seconded by Mayor Pro Tem Allen, the City Council adopted **Urgency Ordinance No. 12-2013**, providing for the regulation of tattoo/body art practitioners and facilities within the City of Covina. **Motion carried 4-1, with Mayor Stapleton in opposition.**

ADJOURNMENT

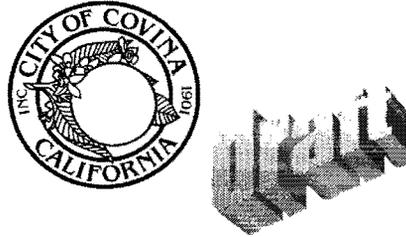
The Covina City Council/Successor Agency to the Covina Redevelopment Agency/Covina Public Finance Authority/Covina Housing Authority adjourned in memory of Edgar Salgado, former Covina employee, and Jack Stanley, Mayor Stapleton's brother-in-law, to a special meeting of the Council/Agency/Authority, to be held on **Monday, September 10, 2012** at 7:30 p.m. for open session in the Council Chamber located inside of City Hall, 125 East College Street, Covina, California, 91723.

Respectfully Submitted:

Catherine M. LaCroix, CMC
Senior Deputy City Clerk

Approved this 18th day of September 2012.

Mayor/Chairperson Stapleton



MINUTES OF THE SEPTEMBER 10, 2012 SPECIAL MEETING OF THE COVINA CITY COUNCIL/SUCCESSOR AGENCY TO THE COVINA REDEVELOPMENT AGENCY /COVINA PUBLIC FINANCE AUTHORITY/COVINA HOUSING AUTHORITY HELD IN THE COUNCIL CHAMBER OF CITY HALL, 125 EAST COLLEGE STREET, COVINA, CALIFORNIA

CALL TO ORDER

Mayor Stapleton called the City Council/Successor Agency to the Covina Redevelopment Agency/Public Finance Authority/Housing Authority special meeting to order at 7:30 p.m. with all members present.

ROLL CALL

Council Members Present: ALLEN, KING, LOW, STAPLETON, DELACH
Council Members Absent: NONE
Elected Members Present: MANNING
Staff Members Present: City Manager, City Attorney, Police Chief, Fire Battalion Chief, Assistant to the City Manager, Parks & Recreation Director/Library Director, Assistant Director of Public Works, Finance Manager and Community Relations Supervisor

AGENDA POSTING DECLARATION

The Senior Deputy City Clerk of the City of Covina hereby declares that the special meeting agenda for the September 10, 2012 City Council/Successor Agency to the Covina Redevelopment Agency/Public Finance Authority/Housing Authority was posted on September 6, 2012 near the front entrance of City Hall, 125 East College Street, Covina, in accordance with §54954.2(a) of the California Government Code.

PLEDGE OF ALLEGIANCE

Council Member Delach led the pledge of allegiance.

PRESENTATIONS

None.

PUBLIC COMMENTS

Kenneth Kaufman spoke regarding the excessive fees he is being charged as a result of vandalism to his residential water meter. Mr. Kaufman explained that he is working with the Public Works Department regarding the fees and is appealing to the City Council to waive the charges.

COUNCIL/AGENCY/AUTHORITY COMMENTS

Council Member Low reported that he was impressed on his recent viewing of the Glendora Planning Commission meeting where they discussed the aesthetics and landscaping of a business in their community. Council Member Low noted that the trees in the public right of way near the Albertson's grocery store on Azusa Avenue are not appropriately cared for, explaining that two trees are dead and two have been removed. Council Member Low feels this is not an appropriate way to promote aesthetics. Council Member Low believes that the City should refocus on improving the aesthetics of the community.

Mayor Stapleton reported on the community events that occurred over the weekend, football opening day at Covina High School and the Honor our Heroes Car Show.

CITY MANAGER COMMENTS

None.

NEW BUSINESS

NB 1. City Council to adopt a Resolution to amend the fiscal year 2012/2013 budget and to obligate up to \$15,000 toward the 2012 Downtown Thunderfest and Music Festival.

City Manager Daryl Parrish gave a brief summary of the report.

Council Member King stated he believes the event is a positive benefit to the community and supports of the recommendation.

Mayor Pro Tem Allen stated the event helps with marketing the City, adding that he is in support of the recommendation.

Council Member Delach congratulated the Covina Downtown Association on working towards financial independence, adding that she supports the recommendation.

George Peterson, Covina Downtown Association, explained that the event is being taken care of and the \$33,000 in committed funds is substantiated by means of sponsorships, the beer and wine garden, and t-shirt sales.

Council Member Low mentioned the event last year and parking concerns expressed by some of the businesses in the downtown area.

Mark Cook, 301 N. Citrus, reported that Heritage Park was under construction last year. Mr. Cook explained there is a revised plan this year and parking is shifted throughout the downtown area.

Mayor Stapleton pointed out that taxpayers support this event and it is profitable for some Covina merchants. Mayor Stapleton explained it is fair to ask what businesses are participating in funding the event.

City Attorney Marco Martinez recommended amending the resolution by adding a recital that would state the public purposes for the monetary grant, which would provide visibility for the community, improve the sales tax base for the downtown area merchants and provides civic, recreation and cultural opportunities for the City.

Following a brief discussion regarding amending the resolution and on a motion made by Council Member King seconded by Mayor Pro Tem Allen the City Council adopted **Resolution No. 12-7105**, amending fiscal year 2012/2013 general fund operating budget for the City Council to obligate up to \$15,000 toward the Downtown Covina Thunderfest and Music Festival, with the amendment to include a recital that states the funding is for public purposes. **Motion carried 5-0.**

RECESS TO CLOSED SESSION

At 7:58 p.m., the City Council recessed to closed session. City Attorney Marco Martinez announced the closes session item listed on the special meeting agenda. There was no comment.

- A. G.C. §54956.9(c) – CONFERENCE WITH LEGAL COUNCIL – ANTICIPATED
LITIGATION – Initiation of Litigation
Number of potential cases: 1 (one)

RECONVENE AND ADJOURNMENT

City Attorney Marco Martinez reported City Council/Agency/Authority met in closed session to discuss the item listed on the special meeting agenda with all members present. City Attorney Martinez stated there is no reportable action related to the closed session item.

At 8:20 p.m., Mayor Stapleton adjourned the special of the Covina City Council/Successor Agency to the Covina Redevelopment Agency/Covina Public Finance Authority/Covina Housing Authority in memory of Ursula Hanson, mother of Covina Police Sergeant Scott Hanson, and in memory of the 9/11 victims, to the next regular meeting to be held on Tuesday, September 18, 2012 at 6:30 p.m. for closed session and 7:30 p.m. for open session in the Council Chamber located inside of City Hall, 125 East College Street, Covina, California, 91723.

Respectfully submitted:

Catherine M. LaCroix, CMC
Senior Deputy City Clerk/Secretary

Approved this 18th day of September, 2012.

Kevin Stapleton, Mayor/Chairperson

CITY OF COVINA
AGENDA ITEM COMMENTARY

MEETING DATE: September 18, 2012

ITEM NO.: CC 3

STAFF SOURCE: Dilu De Alwis, Finance Director 

ITEM TITLE: Payment of Demands

STAFF RECOMMENDATION:

Approve Payment of Demands in the amount of: **\$5,743,709.56**

BACKGROUND:

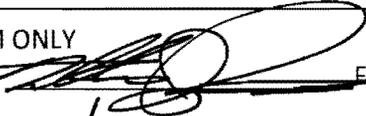
Attached list of warrants, demands, which are being presented for approval for July 2012 are summarized as follows:

<u>DATE OF DEMANDS</u>	<u>DEMAND NUMBERS</u>	<u>AMOUNT</u>
ACCOUNTS PAYABLE WARRANTS		
July, 2012	4064, 55506-56223	\$4,012,603.65
July 26, 2012 WIRE TRANSFER	4003-4062	\$36,958.80
<u>PAYROLL</u>		
JULY 5, 2012 PAYROLL DIRECT DEPOSIT		\$406,000.00
JULY 5, 2012 PAYROLL CHECKS		\$196,361.06
JULY 19, 2012 PAYROLL DIRECT DEPOSIT		\$417,000.00
JULY 19, 2012 PAYROLL CHECKS		\$173,765.47
AUGUST 2, 2012 PAYROLL DIRECT DEPOSIT		\$426,000.00
<u>VOIDS</u>		
July 10, 2012	305, 355, 375, 389, 413	(314.14)
July 30, 2012	2102	(14.72)
<u>WORKERS COMPENSATION</u>		
July 6, 2012	Week ending 7/3/12	\$8,650.95
July 6, 2012	Week ending 7/5/12	\$31,211.91
July 13, 2012	Week ending 7/13/12	\$13,742.80
July 26, 2012	Week ending 7/18/12	\$6,372.28
July 26, 2012	Week ending 7/25/12	\$15,371.50
GRAND TOTAL:		\$5,743,709.56

RELEVANCE TO STRATEGIC PLAN: Not applicable

EXHIBITS:

A. Accounts Payable Register

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

CITY OF COVINA
Check Register
JULY 2012

Check #	Check Date	Vendor	Name	Amount
4064	07/30/2012	2944	UNITED STATES T	997.90
55506	07/03/2012	11	A & B ELECTRIC	369.67
55507	07/03/2012	14	A1 RENTALS	267.84
55508	07/03/2012	72	AGENCIES TOOL C	106.58
55509	07/03/2012	82	AIR-BREE HEATIN	203.63
55510	07/03/2012	84	AIRGAS-WEST	368.74
55511	07/03/2012	85	AJAX SIGN GRAPH	109.53
55512	07/03/2012	113	ALL CITY MANAGE	1,361.28
55513	07/03/2012	123	ALLEN III, WALT	164.64
55514	07/03/2012	125	ALLIANCE BUS LI	384.96
55515	07/03/2012	158	AMERICAN TRAFFI	16,185.00
55516	07/03/2012	160	AMERICAN WEST C	85.00
55517	07/03/2012	219	AT&T	66.44
55518	07/03/2012	219	AT&T	67.37
55519	07/03/2012	220	AT&T LONG DISTA	14.63
55520	07/03/2012	260	B & K ELECTRIC	84.78
55521	07/03/2012	318	BELL BUILDING M	3,155.00
55522	07/03/2012	341	BEST BEST & KRI	15,669.78
55523	07/03/2012	345	BETHKE, BETTY J	106.16
55524	07/03/2012	397	BRANCHEAU, LISA	196.53
55525	07/03/2012	413	BROWN MOTOR WOR	429.98
55526	07/03/2012	437	BURRO CANYON EN	120.00
55527	07/03/2012	487	CaPERS	8,564.40
55528	07/03/2012	536	CARQUEST AUTO P	77.19
55529	07/03/2012	568	CAT SPECIALTIES	891.54
55530	07/03/2012	600	CERTIFIED UNDER	129.84
55531	07/03/2012	649	CINTAS CORP #69	172.82
55532	07/03/2012	692	CODE PUBLISHING	171.60
55533	07/03/2012	3546	COLUMBIA MEMORI	450.00
55534	07/03/2012	740	CORBIN, CLARA	564.67
55535	07/03/2012	745	CORONA, MARIO	343.67
55536	07/03/2012	783	COVINA WATER &	1,176.31
55537	07/03/2012	788	COVINA, CITY OF	487.61
55538	07/03/2012	788	COVINA, CITY OF	48.51
55539	07/03/2012	875	DELL MARKETING	177.14
55540	07/03/2012	894	DF POLYGRAPH	250.00
55541	07/03/2012	896	DH MAINTENANCE	675.00
55542	07/03/2012	970	EDISON CO	17,177.54
55543	07/03/2012	3291	EMBASSY SUITES	420.75
55544	07/03/2012	3291	EMBASSY SUITES	420.75
55545	07/03/2012	1055	FEDEX	37.43
55546	07/03/2012	1149	GARCIA, JUSTINE	29.50
55547	07/03/2012	1156	GAS COMPANY, TH	242.83

CITY OF COVINA
Check Register
JULY 2012

55548	07/03/2012	1197 GLOBAL WATER MA	33,557.28
55549	07/03/2012	1198 GLOBALSTAR LLC	42.49
55550	07/03/2012	1204 GOLDEN STATE WA	54.56
55551	07/03/2012	3565 GOVCONNECTION I	2,846.68
55552	07/03/2012	1232 GPSit INC	51.75
55553	07/03/2012	1235 GRAINGER	1,075.56
55554	07/03/2012	1241 GRAND PRINTING	289.06
55555	07/03/2012	1275 HAAKER EQUIPMEN	14,149.08
55556	07/03/2012	1277 HAEBE, CYNTHIA	2,200.00
55557	07/03/2012	1282 HALL-McGRADE, A	378.21
55558	07/03/2012	3251 HANSON INVESTIG	2,809.66
55559	07/03/2012	1352 HINDERLITER DEL	6,630.00
55560	07/03/2012	1364 HOME DEPOT	385.97
55561	07/03/2012	1371 HOSE MAN INC, T	69.74
55562	07/03/2012	1394 HYDRO CONNECTIO	6.42
55563	07/03/2012	3240 INLAND OFFICE P	393.29
55564	07/03/2012	1430 INLAND WATER WO	789.53
55565	07/03/2012	3567 J KIM	27,107.20
55566	07/03/2012	1505 JOHNNY'S POOL S	8.69
55567	07/03/2012	1526 JS CONSULTANTS	47,321.35
55568	07/03/2012	1561 KEYSTONE UNIFOR	1,181.89
55569	07/03/2012	1569 KIMBALL MIDWEST	13.01
55570	07/03/2012	1599 L.A.S.D.	485.00
55571	07/03/2012	1599 L.A.S.D.	485.00
55572	07/03/2012	1617 LA CNTY REGISTR	16.00
55573	07/03/2012	1617 LA CNTY REGISTR	16.00
55574	07/03/2012	1617 LA CNTY REGISTR	16.00
55575	07/03/2012	1617 LA CNTY REGISTR	16.00
55576	07/03/2012	1617 LA CNTY REGISTR	16.00
55577	07/03/2012	1638 LAM, LY CHOU	91.00
55578	07/03/2012	1656 LARSEN, MICHAEL	61.25
55579	07/03/2012	3190 LAYNE, JONATHAN	141.17
55580	07/03/2012	3629 Learning Zone	172.85
55581	07/03/2012	1691 LEVEL 3 COMMUNI	1,086.61
55582	07/03/2012	1694 LEWIS ENGRAVING	39.15
55583	07/03/2012	1707 LIEBERT CASSIDY	3,694.61
55584	07/03/2012	1771 MACIAS GINI & O	6,658.28
55585	07/03/2012	1858 MCMASTER CARR S	88.80
55586	07/03/2012	1933 MISSION LINEN S	347.37
55587	07/03/2012	2019 MYERS TIRE SUPP	56.20
55588	07/03/2012	2056 NETWORK DEPOSIT	2,147.50
55589	07/03/2012	2059 NEW PIG CORPORA	29.46
55590	07/03/2012	3563 NEWEGG INC	83.48
55591	07/03/2012	2061 NEWPORT FARMS I	585.07

CITY OF COVINA
Check Register
JULY 2012

55592	07/03/2012	2091 O REILLY AUTO P	239.63
55593	07/03/2012	2104 OFFICE DEPOT	1,040.96
55594	07/03/2012	99999 SABINA NAYBURG	11.00
55595	07/03/2012	99999 INDIE PROPERTIES INC	26.13
55596	07/03/2012	99999 SUZANNE HSU	26.72
55597	07/03/2012	99999 JONATHAN HARP	34.26
55598	07/03/2012	99999 TEDDORO GOMERI	39.91
55599	07/03/2012	99999 FIRST TEAM SNS REAL ES	40.85
55600	07/03/2012	99999 VANESSA MELISSEN	51.37
55601	07/03/2012	99999 CESAR ARTIGA	59.48
55602	07/03/2012	99999 DARISE CAMPBELL	71.74
55603	07/03/2012	99999 GAYLE CRAWFORD	145.73
55604	07/03/2012	99999 JODI KAY	345.00
55605	07/03/2012	99999 EASTLAND SHOPPING CE	357.56
55607	07/03/2012	99999 WESTFIELD AMERICA INI	2,636.93
55608	07/03/2012	2148 OSTARCEVIC, IVA	343.67
55609	07/03/2012	2189 PARADA, MIGUEL	831.13
55610	07/03/2012	2198 PARRISH, DARYL	363.73
55611	07/03/2012	2199 PARS	412.00
55612	07/03/2012	3213 PLASTICARDS INC	1,050.00
55613	07/03/2012	2287 POWELL CAMERA S	220.22
55614	07/03/2012	2312 PROFORCE LAW EN	73.46
55615	07/03/2012	3644 QUICKSTART INTE	4,660.00
55616	07/03/2012	2415 REPUBLIC MASTER	182.94
55617	07/03/2012	2546 SAN GABRIEL VAL	1,834.24
55618	07/03/2012	2607 SERESINGHE, AJI	654.15
55619	07/03/2012	2648 SIEMENS BUILDIN	803.00
55620	07/03/2012	2676 SMART AND FINAL	493.11
55621	07/03/2012	3637 SO CAL TURF AND	2,280.40
55622	07/03/2012	2714 SOUTHERN CA GAS	1,725.00
55623	07/03/2012	2720 SPECIALIZED ARM	310.84
55624	07/03/2012	2737 STAPLES INC	39.97
55625	07/03/2012	2738 STAPLETON, KEVI	273.00
55626	07/03/2012	3611 STYLZ DANCE STU	51.19
55627	07/03/2012	2781 SURETECK INDUST	4,881.45
55628	07/03/2012	2818 TAVANNA	54.60
55629	07/03/2012	3647 THOMAS J FLENNI	175.00
55630	07/03/2012	2867 TOM'S CLOTHING	97.77
55631	07/03/2012	2883 TPR TRAFFIC SOL	134.69
55632	07/03/2012	2903 TRI-XECUTEX COR	80.00
55633	07/03/2012	2898 TRIANGLE TRUCK	21.49
55634	07/03/2012	2901 TRIFYTT SPORTS	1,171.00
55635	07/03/2012	2926 TYLER TECHNOLOG	275.00
55636	07/03/2012	2942 UNITED SITE SER	115.16

CITY OF COVINA
Check Register
JULY 2012

55637	07/03/2012	2958 US POSTMASTER	1,187.97
55638	07/03/2012	2999 VERIZON CALIFOR	805.50
55639	07/03/2012	3540 VERONIQUE'S GOU	10,499.04
55640	07/03/2012	3648 VIJAY MEPANI	94.61
55641	07/03/2012	3023 VULCAN MATERIAL	503.47
55642	07/03/2012	3187 WAGONER, PAMELA	218.05
55643	07/03/2012	3043 WARREN DISTRIBU	429.49
55644	07/03/2012	3064 WELLDYNERX	94.05
55645	07/03/2012	3077 WEST LITE SUPPL	9,025.56
55646	07/03/2012	3135 XO COMMUNICATIO	5,700.33
55647	07/03/2012	3137 Y TIRE SALES	60.92
55648	07/03/2012	3157 ZEP MANUFACTURI	110.76
55649	07/03/2012	74 AGI ACADEMY	549.50
55650	07/03/2012	79 AGUILAR, LOURDE	147.00
55651	07/03/2012	86 AKEY, MARJORIE	72.80
55652	07/03/2012	91 ALAS, NINA	149.33
55653	07/03/2012	423 BRUNSWICK COVIN	122.50
55654	07/03/2012	494 CALLANDRILLO JR	213.21
55655	07/03/2012	579 CC BLUU ART	315.00
55656	07/03/2012	589 CELAYA, VERA FL	108.50
55657	07/03/2012	617 CHARTER OAK GYM	1,989.75
55658	07/03/2012	495 COE, JACQUELYN	735.00
55659	07/03/2012	3235 COOK, SHAWNA	214.67
55660	07/03/2012	740 CORBIN, CLARA	1,932.66
55661	07/03/2012	819 CSAC-EIA	201,589.00
55662	07/03/2012	889 DESILVA, ANURA	2,500.00
55663	07/03/2012	1011 ESCOBEDO, JOSEP	84.00
55664	07/03/2012	1232 GPSit INC	239.40
55665	07/03/2012	1416 IMPERIAL NOTARY	126.00
55666	07/03/2012	1565 KIDDIE TECHIE	1,233.72
55667	07/03/2012	1597 KYLE, PATRICIA	495.83
55668	07/03/2012	1614 LA CNTY FIRE DE	660,078.00
55669	07/03/2012	1638 LAM, LY CHOU	47.25
55670	07/03/2012	3190 LAYNE, JONATHAN	217.00
55671	07/03/2012	3209 LAYNE, SHARON	93.33
55672	07/03/2012	1868 MEDINA, MARIA	423.50
55673	07/03/2012	3236 MUNOZ, VINCENT	378.00
55674	07/03/2012	2123 ONE WORLD RHYTH	300.00
55675	07/03/2012	2189 PARADA, MIGUEL	626.50
55676	07/03/2012	2244 PETERSON, PAULI	58.30
55677	07/03/2012	2519 SALAMONE, KIMBE	1,676.50
55678	07/03/2012	2607 SERESINGHE, AJI	445.85
55679	07/03/2012	3208 SOWARD, KATHERI	49.00
55680	07/03/2012	3611 STYLZ DANCE STU	269.50

CITY OF COVINA
Check Register
JULY 2012

55681	07/03/2012	2818 TAVANNA	34.30
55682	07/03/2012	2846 THOMAS, TERRI	280.00
55683	07/03/2012	2888 TRAINING FOR SA	296.00
55684	07/03/2012	2973 VAN LEEUWEN, JO	140.00
55685	07/03/2012	3010 VILLARREAL, TIF	81.67
55686	07/03/2012	3026 WAKAYAMA, ASHLE	51.45
55687	07/03/2012	3092 WHITE, SHELBY	480.00
55688	07/03/2012	3138 YAP, ALBERTO	283.50
55689	07/05/2012	68 AFLAC ACCT# YQ7	3,623.92
55690	07/05/2012	68 AFLAC ACCT# YQ7	28.00
55691	07/05/2012	69 AFSCME	960.00
55692	07/05/2012	487 CaIPERS	61,140.19
55693	07/05/2012	775 COVINA POLICE A	3,980.00
55694	07/05/2012	788 COVINA, CITY OF	82,340.03
55695	07/05/2012	789 COVINA-FSA, CIT	1,770.00
55696	07/05/2012	819 CSAC-EIA	4,618.05
55697	07/05/2012	819 CSAC-EIA	1,606.36
55698	07/05/2012	878 DELTA DENTAL OF	7,161.75
55699	07/05/2012	1106 FRANCHISE TAX B	344.25
55700	07/05/2012	1247 GREAT WEST LIFE	21,829.50
55701	07/05/2012	1307 HARTFORD LIFE I	9.68
55702	07/05/2012	1405 ICMA RETIREMENT	26,363.91
55703	07/05/2012	1405 ICMA RETIREMENT	845.47
55704	07/05/2012	2033 NATIONWIDE RETI	3,082.88
55705	07/05/2012	2234 PERS	42,300.77
55706	07/05/2012	2235 PERS LONG TERM	250.00
55707	07/05/2012	2936 UNION BANK OF C	4,280.94
55708	07/05/2012	2946 UNITED WAY OF G	20.00
55709	07/05/2012	3014 VISION SERVICE	539.95
55710	07/05/2012	3045 WASHINGTON NATI	250.99
55711	07/10/2012	3645 1ST ENTERPRISE	6,490.00
55712	07/10/2012	11 A & B ELECTRIC	1,474.22
55713	07/10/2012	23 ABORTA BUG INC	70.00
55714	07/10/2012	26 ABSOLUTE SECURI	5,810.40
55715	07/10/2012	84 AIRGAS-WEST	133.15
55716	07/10/2012	125 ALLIANCE BUS LI	739.84
55717	07/10/2012	3628 AMERICAN PERSPE	1,011.00
55718	07/10/2012	3643 AMERICAN RED CR	243.00
55719	07/10/2012	183 AQUA-METRIC SAL	2,086.92
55720	07/10/2012	219 AT&T	357.18
55721	07/10/2012	219 AT&T	5.86
55722	07/10/2012	254 AZUSA LIGHT & W	3,595.76
55723	07/10/2012	341 BEST BEST & KRI	18,446.60
55724	07/10/2012	409 BRITHINEE ELECT	1,553.64

CITY OF COVINA
Check Register
JULY 2012

55725	07/10/2012	475 CALIBER POOL AN	1,613.13
55726	07/10/2012	568 CAT SPECIALTIES	957.56
55727	07/10/2012	618 CHARTER OAK HAR	55.41
55728	07/10/2012	734 CONTROL AUTOMAT	5,175.00
55729	07/10/2012	777 COVINA RENTS	128.32
55730	07/10/2012	3593 CUSTOM PRODUCTS	671.81
55731	07/10/2012	862 DE ALWIS, DILU	175.50
55732	07/10/2012	966 EDDINGS, MATT	18.75
55733	07/10/2012	970 EDISON CO	35,261.16
55734	07/10/2012	1203 GOLDEN STATE OV	22.97
55735	07/10/2012	1204 GOLDEN STATE WA	145.26
55736	07/10/2012	1255 GRISWOLD INDUST	457.87
55737	07/10/2012	1364 HOME DEPOT	240.21
55738	07/10/2012	1401 ICC	47.93
55739	07/10/2012	1514 JOHNSTONE SUPPL	1,110.82
55740	07/10/2012	1531 JW LOCK CO INC	120.00
55741	07/10/2012	1612 LA CNTY DEPT OF	2,258.11
55742	07/10/2012	1650 LARA, LAURA	157.50
55743	07/10/2012	1696 LEWIS SAW AND L	5.38
55744	07/10/2012	1715 LIGHTNING OIL C	1,626.50
55745	07/10/2012	1933 MISSION LINEN S	24.78
55746	07/10/2012	3570 NELSON	499.99
55747	07/10/2012	2104 OFFICE DEPOT	542.38
55748	07/10/2012	99999 GLORIA TORRES	162.00
55749	07/10/2012	99999 DAVENPORT CONSULTIN	816.11
55750	07/10/2012	2131 ORIGINAL WATERM	4,104.78
55751	07/10/2012	3641 PACIFIC HYDROTE	123,310.00
55752	07/10/2012	2389 RC KEMP CONSULT	780.00
55753	07/10/2012	2614 SGV CITY MANAGE	180.00
55754	07/10/2012	2676 SMART AND FINAL	113.29
55755	07/10/2012	2725 SPIESS CONSTRUC	19,209.00
55756	07/10/2012	2781 SURETECK INDUST	3,745.60
55757	07/10/2012	3638 THE ENERGY CONS	4,464.11
55758	07/10/2012	2907 TRUGREEN LANDSC	8,612.49
55759	07/10/2012	2935 UNDERGROUND SER	36.00
55760	07/10/2012	2968 VALLEY MANUFACT	2,609.97
55761	07/10/2012	3023 VULCAN MATERIAL	1,123.71
55762	07/10/2012	3080 WESTERN EMULSIO	340.23
55763	07/10/2012	3134 XEROX CORPORATI	90.61
55764	07/10/2012	3137 Y TIRE SALES	908.62
55765	07/10/2012	13 A-1 POWER SWEEP	600.00
55766	07/10/2012	516 CANON BUS SOLUT	336.18
55767	07/10/2012	3632 Fossil	450.00
55768	07/10/2012	1617 LA CNTY REGISTR	16.00

CITY OF COVINA
Check Register
JULY 2012

55769	07/10/2012	3633 Learning Ad	450.00
55770	07/10/2012	2335 PYRO-COMM SYSTE	135.00
55771	07/10/2012	2614 SGV CITY MANAGE	55.00
55772	07/10/2012	2853 THYSSENKRUPP EL	970.67
55773	07/10/2012	2999 VERIZON CALIFOR	129.99
55774	07/10/2012	3634 Wildwonders	450.00
55775	07/16/2012	21 ABELING, MARY J	647.00
55776	07/16/2012	207 ASCHENBRENNER,	1,488.10
55777	07/16/2012	218 ASZMAN FAMILY B	582.30
55778	07/16/2012	258 AZUSA, CITY OF	970.50
55779	07/16/2012	358 BLACK, FLAVIA	64.70
55780	07/16/2012	383 BOOTH, LOLA J	2,329.20
55781	07/16/2012	385 BORUM, PATRICIA	647.00
55782	07/16/2012	412 BRONDINO, JEANN	1,294.00
55783	07/16/2012	440 BUSKEY, CAROLYN	355.85
55784	07/16/2012	257 CANYON WATER	1,099.90
55785	07/16/2012	542 CARSON, KENNETH	1,294.00
55786	07/16/2012	605 CHADWICK, GEORG	323.50
55787	07/16/2012	681 CLINE, DANIEL F	64.70
55788	07/16/2012	698 COLE, MADELINE	129.40
55789	07/16/2012	967 EDGAR TRUSTEE,	64.70
55790	07/16/2012	984 ELLIOTT TRUSTEE	1,035.20
55791	07/16/2012	985 ELLIOTT, DOROTH	1,035.20
55792	07/16/2012	1286 HANES, PHILLIP	226.45
55793	07/16/2012	1289 HANSEN, ANN	1,423.40
55794	07/16/2012	1308 HARTMAN, THOMAS	129.40
55795	07/16/2012	1313 HAWK TRUST,THE	161.75
55796	07/16/2012	1318 HEAD & KAREN SH	323.50
55797	07/16/2012	1322 HEINRICH, CAROL	1,294.00
55798	07/16/2012	1324 HENKE, ELDEN H	990.00
55799	07/16/2012	1368 HORAL, STEPHANI	291.15
55800	07/16/2012	1576 KLEIN, VIRGINIA	129.40
55801	07/16/2012	1757 LULL, BARBARA J	660.00
55802	07/16/2012	1825 MASONIC HOMES O	1,941.00
55803	07/16/2012	1830 MAURER, HAROLD	323.50
55804	07/16/2012	1831 MAURER, WILLIAM	660.00
55805	07/16/2012	1922 MILLER, JACQUEL	129.40
55806	07/16/2012	1978 MORGAN, ROBERT	582.30
55807	07/16/2012	1985 MORTENSEN, JAMIE	64.70
55808	07/16/2012	2029 NASSER REVOCABL	647.00
55809	07/16/2012	2092 OAKDALE MEMORIA	36,409.93
55810	07/16/2012	2179 PALMER, MICHAEL	517.60
55811	07/16/2012	2233 PERRY, ELEANOR	129.40
55812	07/16/2012	2427 REYNOLDS, CAROL	1,099.90

CITY OF COVINA
Check Register
JULY 2012

55813	07/16/2012	2477 ROMAN CATHOLIC	647.00
55814	07/16/2012	2568 SAVING CENTER I	2,393.90
55815	07/16/2012	2578 SCHLEICH, MARGR	323.50
55816	07/16/2012	2613 SEYMOUR, RICHA	64.70
55817	07/16/2012	2687 SMITH, VIRGINIA	129.40
55818	07/16/2012	2999 VERIZON CALIFOR	1,196.77
55819	07/16/2012	3034 WALKER, SHEILA	1,617.50
55820	07/16/2012	3056 WEBBER, CAROL C	129.40
55821	07/16/2012	3105 WILLIAMS, JAMES	452.90
55822	07/16/2012	221 AT&T MOBILITY	1,183.16
55824	07/16/2012	283 BANK OF THE WES	4,287.04
55825	07/16/2012	783 COVINA WATER &	903.44
55826	07/16/2012	970 EDISON CO	40,795.27
55827	07/16/2012	3549 HYPER ELECTRIC	118,503.00
55828	07/16/2012	2262 PINE KNOT MARIN	306.00
55829	07/16/2012	2999 VERIZON CALIFOR	631.17
55830	07/16/2012	3001 VERIZON WIRELES	3,523.00
55831	07/17/2012	3660 Jane Ann Nowogroski	323.50
55832	07/19/2012	50 ADVANCED	1,430.10
55833	07/19/2012	125 ALLIANCE BUS LI	369.92
55834	07/19/2012	160 AMERICAN WEST C	75.00
55835	07/19/2012	260 B & K ELECTRIC	15.44
55836	07/19/2012	282 BANK OF THE WES	9,042.20
55837	07/19/2012	3646 BLACK AND WHITE	70.00
55838	07/19/2012	362 BLAKE PAPER CO	35.77
55839	07/19/2012	371 BOBKIEWICZ, CAN	150.00
55840	07/19/2012	396 BRAINFUSE INC	5,500.00
55841	07/19/2012	477 CALIF, STATE OF	304.00
55842	07/19/2012	649 CINTAS CORP #69	345.64
55843	07/19/2012	682 CLINICAL LAB OF	420.00
55844	07/19/2012	711 COMMUNITY ACTIO	350.00
55845	07/19/2012	736 COON, MARK	400.00
55846	07/19/2012	819 CSAC-EIA	9.04
55847	07/19/2012	849 DAPEER ROSENBLI	2,502.70
55848	07/19/2012	878 DELTA DENTAL OF	424.40
55849	07/19/2012	889 DESILVA, ANURA	2,500.00
55850	07/19/2012	1047 FARA	150.00
55851	07/19/2012	1097 FOSTER CITY, CI	1,350.00
55852	07/19/2012	1180 GIAMMARCO, ANTH	472.15
55853	07/19/2012	3651 HAI MURADIAN	800.00
55854	07/19/2012	1364 HOME DEPOT	111.64
55855	07/19/2012	1401 ICC	125.00
55856	07/19/2012	1410 IIMC	175.00
55857	07/19/2012	3654 JEREMIAH DONOVA	441.00

CITY OF COVINA
Check Register
JULY 2012

55858	07/19/2012	1547 KELLY PAPER CO	457.86
55859	07/19/2012	1605 LA CNTY AUDITOR	964.90
55860	07/19/2012	1614 LA CNTY FIRE DE	660,081.00
55861	07/19/2012	1691 LEVEL 3 COMMUNI	1,077.25
55862	07/19/2012	1694 LEWIS ENGRAVING	9.79
55863	07/19/2012	1708 LIFE ASSIST INC	1,201.91
55864	07/19/2012	1748 LOS ANGELES TIM	60.00
55865	07/19/2012	1860 MCNEILL SOUND &	270.00
55866	07/19/2012	3640 MGM TARGETS	2,666.21
55867	07/19/2012	1924 MILLERS & ISHAM	126.92
55868	07/19/2012	1933 MISSION LINEN S	274.17
55869	07/19/2012	1970 MORAN, JAMES	800.00
55870	07/19/2012	2056 NETWORK DEPOSIT	1,834.00
55871	07/19/2012	2061 NEWPORT FARMS I	202.17
55872	07/19/2012	3652 O.C. PARTY PIRA	200.00
55873	07/19/2012	3656 PLAY-WELL TEKNO	3,780.00
55874	07/19/2012	3534 Psychological C	350.00
55875	07/19/2012	3662 RENE CORONEL	221.20
55876	07/19/2012	2415 REPUBLIC MASTER	318.35
55877	07/19/2012	2426 REYNOLDS BUICK	1,030.00
55878	07/19/2012	3655 ROBERT WONG	295.75
55879	07/19/2012	2489 ROTO ROOTER SER	218.75
55880	07/19/2012	3653 SARAH HSU	143.50
55881	07/19/2012	2676 SMART AND FINAL	579.90
55882	07/19/2012	2737 STAPLES INC	235.66
55883	07/19/2012	3619 STELLAR	1,000.00
55884	07/19/2012	2790 SWANK MOTION PI	863.00
55885	07/19/2012	2855 TIME WARNER CAB	145.12
55886	07/19/2012	2877 TOSHIBA BUSINES	67.88
55887	07/19/2012	2903 TRI-XECUTEX COR	160.00
55888	07/19/2012	2942 UNITED SITE SER	115.16
55889	07/19/2012	2966 V & V MANUFACTU	28.22
55890	07/19/2012	3014 VISION SERVICE	23.24
55891	07/19/2012	3028 WALCZAK, MARY L	50.79
55892	07/19/2012	3043 WARREN DISTRIBU	397.49
55893	07/19/2012	3068 WELLS FARGO FIN	166.45
55894	07/19/2012	3137 Y TIRE SALES	100.35
55895	07/19/2012	3 12 MILES OUT.CO	1,200.00
55896	07/19/2012	3645 1ST ENTERPRISE	7,932.00
55897	07/19/2012	84 AIRGAS-WEST	76.17
55898	07/19/2012	122 ALLEGRO PROMOTI	776.17
55899	07/19/2012	3628 AMERICAN PERSPE	10,213.78
55900	07/19/2012	255 AZUSA PLUMBING	426.93
55901	07/19/2012	353 BIOCONTRACTORS	300.00

CITY OF COVINA
Check Register
JULY 2012

55902	07/19/2012	381 BOOMERANG BLUEP	372.85
55904	07/19/2012	477 CALIF, STATE OF	225.00
55905	07/19/2012	477 CALIF, STATE OF	522.00
55906	07/19/2012	572 CATHOLIC CHARIT	6,221.84
55907	07/19/2012	615 CHARLES E THOMA	205.47
55908	07/19/2012	634 CHEVRON PRODUCT	116.91
55909	07/19/2012	692 CODE PUBLISHING	330.30
55910	07/19/2012	730 CONTEMPORARY IN	56.00
55911	07/19/2012	749 COUNSELING TEAM	780.00
55912	07/19/2012	771 COVINA IRRIGATI	247,444.75
55913	07/19/2012	777 COVINA RENTS	261.00
55914	07/19/2012	857 DAVID TURCH AND	4,000.00
55915	07/19/2012	875 DELL MARKETING	610.12
55916	07/19/2012	894 DF POLYGRAPH	125.00
55917	07/19/2012	970 EDISON CO	22.72
55918	07/19/2012	970 EDISON CO	528.40
55919	07/19/2012	1055 FEDEX	10.47
55920	07/19/2012	1156 GAS COMPANY, TH	650.32
55921	07/19/2012	1203 GOLDEN STATE OV	18.29
55922	07/19/2012	1231 GOVT FINANCE OF	70.00
55923	07/19/2012	1251 GREENS LOCK AND	19.41
55924	07/19/2012	1320 HEAVISIDE, MART	16.26
55925	07/19/2012	1364 HOME DEPOT	23.81
55926	07/19/2012	1389 HUNTINGTON COUR	1,222.94
55927	07/19/2012	1394 HYDRO CONNECTIO	30.38
55928	07/19/2012	1425 INFOBASE PUBLIS	300.78
55929	07/19/2012	1430 INLAND WATER WO	1,348.51
55930	07/19/2012	1561 KEYSTONE UNIFOR	877.88
55931	07/19/2012	1663 LAW ENFORCEMENT	220.00
55932	07/19/2012	1729 LONG BEACH BMW	214.30
55933	07/19/2012	1778 MADRID, VICKI	20.00
55934	07/19/2012	2091 O REILLY AUTO P	52.68
55935	07/19/2012	2104 OFFICE DEPOT	56.53
55936	07/19/2012	3641 PACIFIC HYDROTE	150,708.00
55937	07/19/2012	2198 PARRISH, DARYL	9.75
55938	07/19/2012	2199 PARS	518.98
55939	07/19/2012	2226 PENWORTHY COMPA	348.02
55940	07/19/2012	2287 POWELL CAMERA S	95.65
55941	07/19/2012	3534 Psychological C	1,050.00
55942	07/19/2012	2620 SGV NEWSPAPER G	1,555.00
55943	07/19/2012	2648 SIEMENS BUILDIN	1,263.00
55944	07/19/2012	2725 SPIESS CONSTRUC	174,852.72
55945	07/19/2012	2775 SUPERB GRAPHICS	156.60
55946	07/19/2012	3625 SVT PROPERTIES	7,611.71

CITY OF COVINA
Check Register
JULY 2012

55947	07/19/2012	3649 THE ACCOUNTING	3,648.00
55948	07/19/2012	3588 THE LEW EDWARDS	9,724.00
55949	07/19/2012	2926 TYLER TECHNOLOG	4,152.21
55950	07/19/2012	2933 ULTRA-CHEM INC	347.80
55951	07/19/2012	2945 UNITED TRAFFIC	206.34
55952	07/19/2012	2958 US POSTMASTER	555.51
55953	07/19/2012	3023 VULCAN MATERIAL	63.79
55954	07/19/2012	3043 WARREN DISTRIBU	223.92
55955	07/19/2012	3621 WAXIE SANITARY	26,294.58
55956	07/19/2012	3064 WELLDYNERX	44.57
55957	07/19/2012	3070 WEST COAST ARBO	185.40
55958	07/19/2012	3077 WEST LITE SUPPL	554.94
55959	07/19/2012	3078 WEST PAYMENT CE	304.60
55960	07/23/2012	283 BANK OF THE WES	7,059.57
55961	07/24/2012	219 AT&T	152.81
55962	07/24/2012	3530 BRANSON SASH	621.86
55963	07/24/2012	477 CALIF, STATE OF	470.47
55964	07/24/2012	572 CATHOLIC CHARIT	7,101.65
55965	07/24/2012	783 COVINA WATER &	1,630.48
55966	07/24/2012	970 EDISON CO	1,968.47
55967	07/24/2012	1075 FLEET SERVICES	299.67
55968	07/24/2012	1204 GOLDEN STATE WA	54.56
55969	07/24/2012	1204 GOLDEN STATE WA	122.23
55970	07/24/2012	1754 LOWE'S COMPANIE	65.55
55971	07/24/2012	219 AT&T	819.81
55972	07/24/2012	322 BELL, PATRICK	175.00
55973	07/24/2012	736 COON, MARK	200.00
55974	07/24/2012	970 EDISON CO	1,229.44
55975	07/24/2012	1156 GAS COMPANY, TH	789.33
55976	07/24/2012	1617 LA CNTY REGISTR	16.00
55977	07/24/2012	1617 LA CNTY REGISTR	16.00
55978	07/24/2012	1617 LA CNTY REGISTR	16.00
55979	07/24/2012	1906 MEZA, OLGA	100.00
55980	07/24/2012	2331 PUMP IT UP	418.25
55981	07/24/2012	2389 RC KEMP CONSULT	1,155.00
55982	07/24/2012	2993 VELOSA, JOSEPH	300.00
55983	07/24/2012	2999 VERIZON CALIFOR	1,087.06
55984	07/24/2012	3135 XO COMMUNICATIO	5,714.37
55985	07/25/2012	68 AFLAC ACCT# YQ7	3,670.92
55986	07/25/2012	68 AFLAC ACCT# YQ7	28.00
55987	07/25/2012	69 AFSCME	840.00
55988	07/25/2012	487 CalPERS	61,143.31
55989	07/25/2012	775 COVINA POLICE A	3,980.00
55990	07/25/2012	788 COVINA, CITY OF	121.75

CITY OF COVINA
Check Register
JULY 2012

55991	07/25/2012	789 COVINA-FSA, CIT	1,770.00
55992	07/25/2012	819 CSAC-EIA	4,546.47
55993	07/25/2012	819 CSAC-EIA	1,606.36
55994	07/25/2012	878 DELTA DENTAL OF	7,055.65
55995	07/25/2012	1106 FRANCHISE TAX B	222.66
55996	07/25/2012	1247 GREAT WEST LIFE	4,829.50
55997	07/25/2012	1307 HARTFORD LIFE I	9.67
55998	07/25/2012	1405 ICMA RETIREMENT	6,363.91
55999	07/25/2012	1405 ICMA RETIREMENT	845.48
56000	07/25/2012	2033 NATIONWIDE RETI	3,082.88
56001	07/25/2012	2234 PERS	129,530.69
56002	07/25/2012	2235 PERS LONG TERM	261.67
56003	07/25/2012	2936 UNION BANK OF C	4,067.86
56004	07/25/2012	2946 UNITED WAY OF G	17.50
56005	07/25/2012	3014 VISION SERVICE	531.92
56006	07/25/2012	3045 WASHINGTON NATI	251.01
56007	07/26/2012	165 ANDERSON, ALLEN	1,567.44
56008	07/26/2012	308 BEAVER, PAUL B	234.60
56009	07/26/2012	330 BENNINGTON, WIL	102.00
56010	07/26/2012	332 BERGENER, WALTE	93.60
56011	07/26/2012	390 BOWMAN, CLAUDE	234.60
56012	07/26/2012	405 BRINEGAR, ROBER	234.60
56013	07/26/2012	415 BROWN, ELAINE	234.60
56014	07/26/2012	416 BROWN, JULIE C	93.60
56015	07/26/2012	418 BROWNE, ROBERT	1,567.44
56016	07/26/2012	421 BROWNING, BETTY	234.60
56017	07/26/2012	422 BRUBAKER, JERRY	234.60
56018	07/26/2012	427 BUCHANAN, PATRI	1,650.00
56019	07/26/2012	464 CAGLE, MARY	93.60
56020	07/26/2012	529 CAREW, CAROL AN	102.00
56021	07/26/2012	569 CATANIA, MARY E	234.60
56022	07/26/2012	678 CLEMENT, LARRY	234.60
56023	07/26/2012	892 DEWHIRST, DEL	234.60
56024	07/26/2012	1101 FOURZAN, SERGIO	234.60
56025	07/26/2012	1112 FRANKLIN-VALDEZ	1,416.00
56026	07/26/2012	1123 FRIZE, PAT	234.60
56027	07/26/2012	1139 GALLON, JOHN DA	1,416.00
56028	07/26/2012	1159 GATTONE, DONALD	234.60
56029	07/26/2012	1161 GAULDIN, HAROLD	234.60
56030	07/26/2012	1186 GILMAN, ROBERT	1,416.00
56031	07/26/2012	1257 GROSS, RUTH	234.60
56032	07/26/2012	1283 HALSTED, MARILY	93.60
56033	07/26/2012	1292 HANSON, ALLISON	1,416.00
56034	07/26/2012	1301 HARRIS, KENNETH	1,416.00

CITY OF COVINA
Check Register
JULY 2012

56035	07/26/2012	1309 HARVEY, ANDREW	1,650.00
56036	07/26/2012	1310 HASEMEYER, CLYD	102.00
56037	07/26/2012	1378 HOWELL, CLAUDE	299.70
56038	07/26/2012	1455 IVY, RICHARD	1,416.00
56039	07/26/2012	1469 JACOBS, DANIEL	1,416.00
56040	07/26/2012	1479 JANES, NORMAN G	234.60
56041	07/26/2012	1510 JOHNSON, PAUL D	1,416.00
56042	07/26/2012	1519 JONES, RITA	234.60
56043	07/26/2012	1536 KAVANAGH, JOHN	5,323.56
56044	07/26/2012	1541 KEEN, WILLIAM	93.60
56045	07/26/2012	1570 KIMBALL, MARILY	234.60
56046	07/26/2012	1577 KLINGELBERG, KE	234.60
56047	07/26/2012	1592 KREBS, ROBERT L	234.60
56048	07/26/2012	1641 LAMUNYON, STEVE	2,728.38
56049	07/26/2012	1645 LANGHAM, MARJOR	234.60
56050	07/26/2012	1687 LEO, RACHEL LOU	1,650.00
56051	07/26/2012	1689 LETOURNEAU, RAY	93.60
56052	07/26/2012	1790 MANGIAPANE, JAM	1,416.00
56053	07/26/2012	1791 MANNERS, NANCY	234.60
56054	07/26/2012	1839 MC GUIRE, ANNE	102.00
56055	07/26/2012	1840 MC KEE, RONALD	1,567.44
56056	07/26/2012	1897 MESSINEO, JACQU	1,416.00
56057	07/26/2012	1918 MILES, DAVID L.	1,567.44
56058	07/26/2012	2013 MURRAY, DENNIS	93.60
56059	07/26/2012	3657 NUALA GASSER	1,888.00
56060	07/26/2012	2146 OSBORN, MICHAEL	1,416.00
56061	07/26/2012	2197 PARRIS, ERNEST	234.60
56062	07/26/2012	2254 PHILIPS, PAUL J	2,250.00
56063	07/26/2012	2261 PIERSON, SCOTT	1,650.00
56064	07/26/2012	2283 POSSNER, ROGER	102.00
56065	07/26/2012	2332 PURCELL, CHRIST	1,416.00
56066	07/26/2012	2399 REDDEN, CHARLES	102.00
56067	07/26/2012	2409 REIGEL, WILLIAM	234.60
56068	07/26/2012	2472 RODRIGUEZ, PHIL	234.60
56069	07/26/2012	2484 ROSALES, CHARLE	1,416.00
56070	07/26/2012	2679 SMITH, DEANNA	234.60
56071	07/26/2012	2685 SMITH, RICHARD	93.60
56072	07/26/2012	2710 SOUTHALL, MARY	234.60
56073	07/26/2012	2735 STANFIELD, DEWE	93.60
56074	07/26/2012	3661 STEPHEN HENRY	3,776.00
56075	07/26/2012	2792 SWEENEY, PAUL	1,416.00
56076	07/26/2012	2845 THOMAS, DON R	234.60
56077	07/26/2012	2849 THOMSON, JOHN R	234.60
56078	07/26/2012	2991 VELEZ, RAUL	93.60

CITY OF COVINA
Check Register
JULY 2012

56079	07/26/2012	3032 WALKER, EVELINE	234.60
56080	07/26/2012	3048 WASILCHIN, LOUI	1,416.00
56081	07/26/2012	3100 WILCOX, MARILYN	234.60
56082	07/26/2012	3112 WINTER, JOAN L	93.60
56083	07/26/2012	3126 WOOTEN, HUBERT	234.60
56084	07/26/2012	3161 ZVALO, PEARL	234.60
56085	07/31/2012	2 10-8 RETROFIT	9,842.85
56086	07/31/2012	84 AIRGAS-WEST	295.16
56087	07/31/2012	128 ALLIANT INSURAN	143.32
56088	07/31/2012	225 ATKINSON, ANDEL	8,383.01
56089	07/31/2012	226 ATLAS SPRING CO	505.63
56090	07/31/2012	341 BEST BEST & KRI	17,447.58
56091	07/31/2012	3243 BMW MOTORCYCLES	138.75
56092	07/31/2012	376 BOND LOGISTIX	4,735.87
56093	07/31/2012	476 CALIF BUILDING	848.70
56094	07/31/2012	477 CALIF, STATE OF	2,432.46
56095	07/31/2012	491 CALIFORNIA UTIL	2,549.10
56096	07/31/2012	508 CAMGUARD SYSTEM	110.00
56097	07/31/2012	615 CHARLES E THOMA	300.27
56098	07/31/2012	654 CITRUS CAR WASH	428.67
56099	07/31/2012	664 CIVILTEC ENGINE	22,332.40
56100	07/31/2012	679 CLEVA TECHNOLOG	454.00
56101	07/31/2012	710 COMMUNICATIONS	740.25
56102	07/31/2012	720 COMPUTER SERVIC	25,330.87
56103	07/31/2012	766 COVINA DISPOSAL	12,690.66
56104	07/31/2012	777 COVINA RENTS	272.94
56105	07/31/2012	796 CPRS DISTRICT X	135.00
56106	07/31/2012	875 DELL MARKETING	1,158.62
56107	7/31/2012	3164 DIVERSIFIED PAR	33,175.47
56108	7/31/2012	3663 DOVE DAY SCHOOL	156.00
56109	07/31/2012	962 EAST DISTRICT S	86.60
56110	07/31/2012	962 EAST DISTRICT S	7,013.50
56111	07/31/2012	962 EAST DISTRICT S	11,805.50
56112	07/31/2012	962 EAST DISTRICT S	12,313.00
56113	07/31/2012	1012 ESGIL CORPORATI	1,750.14
56114	07/31/2012	3175 GLAUDINI, MARK	6.79
56115	07/31/2012	1364 HOME DEPOT	23.47
56116	07/31/2012	1397 HYNES, MELODY	36.98
56117	07/31/2012	1427 INGLEWOOD, CITY	8,216.42
56118	07/31/2012	1430 INLAND WATER WO	172.26
56119	07/31/2012	1437 INTER-CON SECUR	5,148.00
56120	07/31/2012	3659 JMDIAZ	37,064.56
56121	07/31/2012	3572 JP UNITED LLC	17,500.00
56122	07/31/2012	1526 JS CONSULTANTS	8,975.00

CITY OF COVINA
Check Register
JULY 2012

56123	07/31/2012	1571 KING BOLT CO	32.35
56124	07/31/2012	1608 LA CNTY CDC/CDB	70.00
56125	07/31/2012	1612 LA CNTY DEPT OF	44.56
56126	07/31/2012	1615 LA CNTY MTA	311.60
56127	07/31/2012	1646 LANGUAGE LINE S	18.80
56128	07/31/2012	1707 LIEBERT CASSIDY	7,444.00
56129	07/31/2012	2019 MYERS TIRE SUPP	43.34
56130	07/31/2012	2104 OFFICE DEPOT	3,969.16
56131	07/31/2012	99999 JASON NGUYEN	24.00
56132	07/31/2012	99999 VERONICA CORTEZ	101.00
56133	07/31/2012	99999 DAVENPORT CONSULTIN	6,157.14
56134	07/31/2012	99999 HAYDEE C. LIZARAZEE	13,700.06
56135	07/31/2012	3630 Parent's Action for Ch	87.91
56136	07/31/2012	3587 PHILLIP HINOJOS	950.00
56137	07/31/2012	2407 REGIONAL TAP SE	640.20
56138	07/31/2012	2557 SANTA ANITA FAM	460.00
56139	07/31/2012	2571 SBS-D-EVOC TRAIN	480.00
56140	07/31/2012	2619 SGV EXAMINER	177.33
56141	07/31/2012	2711 SOUTHEAST CONST	62.15
56142	07/31/2012	2737 STAPLES INC	108.74
56143	07/31/2012	2757 STEVEN ENTERPRI	543.80
56144	07/31/2012	2775 SUPERB GRAPHICS	1,653.00
56145	07/31/2012	3625 SVT PROPERTIES	9,550.96
56146	07/31/2012	2852 THREE VALLEY MU	4,991.17
56147	07/31/2012	2868 TONER DEPOT	925.32
56148	07/31/2012	2926 TYLER TECHNOLOG	2,560.86
56149	07/31/2012	2954 URBAN GRAFFITI	5,400.00
56150	07/31/2012	3558 VALMONT INDUSTR	3,653.80
56151	07/31/2012	3043 WARREN DISTRIBU	300.00
56152	07/31/2012	3621 WAXIE SANITARY	75.00
56153	07/31/2012	3070 WEST COAST ARBO	4,552.80
56154	07/31/2012	3152 YWCA	1,442.49
56155	07/31/2012	2 10-8 RETROFIT	220.26
56156	07/31/2012	32 ACE-1 AUTO SERV	722.57
56157	07/31/2012	40 ACTIVE NETWORK	1,800.00
56158	07/31/2012	84 AIRGAS-WEST	118.31
56159	7/31/2012	3215 ALPINE GREEN PR	2,000.00
56160	7/31/2012	160 AMERICAN WEST C	75.00
56161	7/31/2012	279 BANK OF NEW YOR	1,908.00
56162	7/31/2012	3646 BLACK AND WHITE	439.29
56163	7/31/2012	437 BURRO CANYON EN	130.00
56164	7/31/2012	568 CAT SPECIALTIES	646.52
56165	7/31/2012	600 CERTIFIED UNDER	81.37
56166	7/31/2012	649 CINTAS CORP #69	172.82

CITY OF COVINA
Check Register
JULY 2012

56167	7/31/2012	679 CLEVA TECHNOLOG	227.00
56168	7/31/2012	710 COMMUNICATIONS	67.50
56169	7/31/2012	804 CRIME REPORTS	588.00
56170	7/31/2012	894 DF POLYGRAPH	300.00
56171	7/31/2012	3663 DOVE DAY SCHOOL	82.00
56172	7/31/2012	971 EDS AUTO PARTS	7.94
56173	7/31/2012	1055 FEDEX	21.28
56174	7/31/2012	1134 GALE CENGAGE LE	738.48
56175	7/31/2012	1235 GRAINGER	363.49
56176	7/31/2012	1364 HOME DEPOT	1,269.08
56177	7/31/2012	3667 HOTEL PALOMAR	713.84
56178	7/31/2012	1389 HUNTINGTON COUR	667.53
56179	7/31/2012	1397 HYNES, MELODY	135.34
56180	7/31/2012	1403 ICMA	1,400.00
56181	7/31/2012	1428 INGRAM DIST GRO	18.03
56182	7/31/2012	1429 INLAND EMPIRE S	662.50
56183	7/31/2012	1483 JEECO MFG & SUP	194.54
56184	7/31/2012	1505 JOHNNY'S POOL S	3.25
56185	7/31/2012	1526 JS CONSULTANTS	8,761.00
56186	7/31/2012	1531 JW LOCK CO INC	30.50
56187	7/31/2012	1561 KEYSTONE UNIFOR	13.05
56188	7/31/2012	1617 LA CNTY REGISTR	19.00
56189	7/31/2012	1680 LEAGUE OF CALIF	1,218.00
56190	7/31/2012	1696 LEWIS SAW AND L	77.16
56191	7/31/2012	3548 MD HYDRAULICS I	363.00
56192	7/31/2012	1908 MICHAEL J O'DAY	225.00
56193	7/31/2012	1924 MILLERS & ISHAM	254.75
56194	7/31/2012	1930 MISAC	240.00
56195	7/31/2012	1933 MISSION LINEN S	279.55
56196	7/31/2012	1934 MITCHELL REPAIR	612.00
56197	7/31/2012	3563 NEWEGG INC	409.34
56198	7/31/2012	2061 NEWPORT FARMS I	442.05
56199	7/31/2012	2091 O REILLY AUTO P	69.95
56200	7/31/2012	2104 OFFICE DEPOT	376.75
56201	7/31/2012	2134 ORKIN PEST CONT	94.33
56202	7/31/2012	2199 PARS	412.00
56203	7/31/2012	2210 PATTON SALES CO	177.61
56204	7/31/2012	2258 PICASSO'S CAFE	294.60
56205	7/31/2012	2321 PSTC	220.00
56206	7/31/2012	2405 REGENTS OF UNIV	50.00
56207	7/31/2012	2415 REPUBLIC MASTER	89.86
56208	7/31/2012	2676 SMART AND FINAL	490.28
56209	7/31/2012	2719 SPARKLETTS	23.45
56210	7/31/2012	2737 STAPLES INC	515.80

CITY OF COVINA
Check Register
JULY 2012

56211	7/31/2012	2775 SUPERB GRAPHICS	1,870.50
56212	7/31/2012	2790 SWANK MOTION PI	592.00
56213	7/31/2012	2811 TARDIF, TOM	102.00
56214	7/31/2012	2834 THE FINALS	1,696.09
56215	7/31/2012	3185 TOSHIBA FINANCI	1,845.20
56216	7/31/2012	2942 UNITED SITE SER	104.56
56217	7/31/2012	2966 V & V MANUFACTU	84.66
56218	7/31/2012	2999 VERIZON CALIFOR	80.99
56219	7/31/2012	3004 VICTORY EXTERMI	50.00
56220	7/31/2012	3665 WARNER BROS STU	920.00
56221	7/31/2012	3043 WARREN DISTRIBU	291.93
56222	7/31/2012	3132 WRIGHT DESIGNS	613.35
56223	7/31/2012	3137 Y TIRE SALES	60.92

TOTAL \$4,012,603.65

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

I, Dilu De Alwis being first duly sworn, declare that I am the Finance Director of the City of Covina and have read the attached Register(s) of Audited Demands for the City of Covina dated Accounts Payable for July 2012; Payroll for 7/05/12, 7/19/12 and 8/02/12; Voids for July 2012, Workers Compensation for 7/06/12, 7/13/12 and 7/26/12; know the contents thereof, and do CERTIFY as to the accuracy of the attached Demands and the availability of funds for their payment pursuant to the government Code, Section 37202.

Dilu De Alwis
Finance Director

Subscribed and sworn to before me

this 13th day of September, 2012

Calvin M. Chalf, Deputy

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

MEETING DATE: September 18, 2012

ITEM NO.: CC 4

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

ITEM TITLE: Payment of Demands

STAFF RECOMMENDATION:

Approve Payment of Demands in the amount of **\$2,863,895.40**

BACKGROUND:

Attached list of warrants, demands, which are being presented for approval for July 2012 are summarized as follows:

<u>DATE OF DEMANDS</u>	<u>DEMAND NUMBERS</u>	<u>AMOUNT</u>
ACCOUNTS PAYABLE WARRANTS	622-655	\$2,783,392.13
<u>PAYROLL</u>		
7/5/12 PAYROLL	PPE 6/29/12	\$42,387.01
7/9/12 PAYROLL INSURANCE	PPE 6/29/12	\$40,194.72
<u>VOIDS</u>		
	615	(\$2,078.46)
	GRAND TOTAL:	\$2,863,895.40

RELEVANCE TO STRATEGIC PLAN: Not applicable

EXHIBITS:

A. ACCOUNTS PAYABLE REGISTER

REVIEW TEAM ONLY		
City Attorney: <i>[Signature]</i>	Finance Director: <i>[Signature]</i>	
City Manager: <i>[Signature]</i>	Other: <i>[Signature]</i>	

SUCCESSOR AGENCY TO THE
COVINA REDEVELOPMENT AGENCY

Check Register

JULY 2012

Check #	Check Date	Vendor Name	Amount
622	07/05/2012	341 BEST BEST & KRI	8,428.38
623	07/05/2012	878 DELTA DENTAL OF	106.10
624	07/05/2012	1351 HIMES AND HIMES	7,500.00
625	07/05/2012	2942 UNITED SITE SER	68.01
626	07/05/2012	3135 XO COMMUNICATIO	211.56
627	07/05/2012	487 CalPERS	113.67
628	07/05/2012	788 COVINA, CITY OF	154.50
629	07/05/2012	788 COVINA, CITY OF	321.00
630	07/05/2012	788 COVINA, CITY OF	13,228.80
631	07/05/2012	970 EDISON CO	59.80
632	07/05/2012	1156 GAS COMPANY, TH	22.31
633	07/05/2012	3205 HEWITT CONSTRUC	3,797.37
634	07/12/2012	283 BANK OF THE WES	16.54
635	07/12/2012	572 CATHOLIC CHARIT	1,243.07
636	07/12/2012	3299 Covina Gardens	235,922.90
637	07/12/2012	788 COVINA, CITY OF	367.13
638	07/12/2012	1605 LA CNTY AUDITOR	1,181,516.30
639	07/12/2012	1617 LA CNTY REGISTR	25.00
640	07/12/2012	3649 THE ACCOUNTING	912.00
641	07/19/2012	137 AL-SAL OIL COMP	7,333.33
642	07/19/2012	2999 VERIZON CALIFOR	60.34
643	07/23/2012	282 BANK OF THE WES	352.87
644	07/23/2012	896 DH MAINTENANCE	95.00
645	07/23/2012	2942 UNITED SITE SER	68.01
646	07/23/2012	2955 US BANK	12,060.85
647	07/23/2012	2958 US POSTMASTER	1.30
648	07/26/2012	782 COVINA VALLEY U	1,300,000.00
649	07/30/2012	212 ASSOCIATED COUR	75.00
650	07/30/2012	3663 DOVE DAY SCHOOL	153.50
651	7/30/2012	970 EDISON CO	138.23
652	07/30/2012	3135 XO COMMUNICATIO	212.11
653	07/30/2012	341 BEST BEST & KRI	4,394.40
654	7/30/2012	376 BOND LOGISTIX	3,157.25
655	7/30/2012	572 CATHOLIC CHARIT	1,275.50
TOTAL			\$2,783,392.13

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

I, Dilu De Alwis being first duly sworn, declare that I am the Finance Director of the City of Covina and have read the attached Register(s) of Audited Demands for the Covina Successor Agency to the Covina Redevelopment Agency dated Accounts Payable for July 2012; Payroll for 7/05/12 and 7/09/12; know the contents thereof, and do CERTIFY as to the accuracy of the attached Demands and the availability of funds for their payment pursuant to the government Code, Section 37202.

Dilu De Alwis,
Finance Director

Subscribed and sworn to before me

this 18th day of September, 2012

Calvin M. Haley, Deputy

CITY OF COVINA
AGENDA ITEM COMMENTARY

MEETING DATE: September 18, 2012

ITEM NO.: CC 5

STAFF SOURCE: Anthony Arroyo, Human Resources Director *KAA*

ITEM TITLE: Adopt Resolution No. 12-7104 Approving the Side Letter between the City of Covina and the American Federation of State, County and Municipal Employees (AFSCME) Local 36

STAFF RECOMMENDATION

Adopt **Resolution No. 12-7104** approving the Side Letter between the City of Covina and the American Federation of State, County and Municipal Employees (AFSCME) Local 36 from July 1, 2012 to January 31, 2013.

FISCAL IMPACT

There is no fiscal impact to 2012-13 budget.

BACKGROUND

The City and the members of the AFSCME employee negotiating team met for a successor MOU from May 2012 to August 2012. The discussions were beneficial but yielded little movement to a successor MOU. This, coupled with the uncertainty of the city's finances due to the loss of redevelopment, has resulted in the need for a side letter. This will extend the current MOU to January 31, 2013 by which time the city will have received the property tax revenue.

In addition to both sides agreeing to extend the MOU, AFSCME and the City agree to adding December 24 to the Holiday Furlough (which will be changed to "Holiday Closure").

RELEVANCE TO THE STRATEGIC PLAN

None.

EXHIBITS

- A. Resolution No. 11-7104.
- B. Side Letter between the City of Covina and AFSCME Local

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

RESOLUTION NO. 12-7104

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA APPROVING THE SIDE LETTER BETWEEN THE CITY AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (LOCAL 36) FROM JULY 1, 2012 THROUGH JANUARY 31, 2013.

WHEREAS, the City of Covina and the American Federation of State, County and Municipal Employees (Local 36) representing City of Covina employees met in good faith for a successor Memorandum of Understanding (MOU); and

WHEREAS, uncertainties with the city's finances as it relates to the loss of redevelopment and the impact the city may face during the 2012-13 fiscal year.; and

WHEREAS, to preserve the terms and conditions of the current MOU, which expired on June 30, 2012, a Side Letter is needed to extend the current MOU to January 31, 2013.

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

SECTION 1. The City Council does hereby ratify and approve the Side Letter between the City of Covina and the American Federation of State, County and Municipal Employees (Local 36) attached hereto as Exhibit A.

SECTION 2. That all resolutions or portions thereof, in conflict herewith are hereby repealed.

SECTION 3. That the Mayor of the City of Covina is hereby authorized, empowered and directed to execute said Side Letter for and on behalf of the City.

SECTION 4. The City Clerk shall certify to the passage and adoption of this resolution and the same shall thereupon take effect and is in force.

PASSED, APPROVED AND ADOPTED this 18th day of September, 2012.

Kevin Stapleton, Mayor

ATTEST:

Kay Manning, City Clerk

APPROVED AS TO FORM;

City Attorney

CERTIFICATION

I, Catherine LaCroix, Deputy City Clerk of the City of Covina, hereby CERTIFY that Resolution No. 10-6888 was adopted by the Covina City Council at a regular meeting of the City Council held November 2, 2010, and was approved and passed by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Catherine LaCroix
Deputy City Clerk

SIDE LETTER TO THE AFSCME COUNCIL 36 LOCAL 3325 REPRESENTING THE CITY OF COVINA NON-SUPERVISORY/NON-MANAGEMENT EMPLOYEES

- A. The City of Covina and the AFSCME Council 36 Local 3325 currently operate under a Memorandum of Understanding effective July 1, 2009 through June 30, 2012.
- B. This side letter is entered for the purpose of addressing the continued unknown budget impact—specifically the unknown property tax revenue that is to be realized by the City of Covina on or about January 15, 2013—caused by the loss of redevelopment agencies throughout California.

For the above reasons, the parties agree to the following:

Section 11.0.8, Work Furlough, shall be amended and include the following language:

December 24 will be added to the Work Furlough. In addition, this section shall be titled "Holiday Closure."

Section 18, Term, shall be amended and include the following language:

The term of this MOU shall be extended by six (6) months to January 31, 2013.

This side letter shall not become effective until approved by the City of Covina Council.

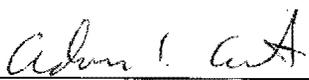
City of Covina

AFSCME Local 3325

Kevin Stapleton
Mayor

Oscar Luque
President, Local 3325

Anthony Arroyo
Director of Human Resources



Adam Acosta
Assistant Executive Director

ATTEST:

Catherine LaCroix
Sr. Deputy City Clerk

APPROVED AS TO FORM:

Marco Martinez
City Attorney

CITY OF COVINA
AGENDA ITEM COMMENTARY

MEETING DATE: September 18, 2012

ITEM NO.: CC 6

STAFF SOURCE: Kalieh Honish, Interim Director of Public Works
Paul Hertz, Public Works Superintendent

ITEM TITLE: Public Works Department Monthly Activity Report

STAFF RECOMMENDATION:

Receive and file the Public Works Department Monthly Activity Report

FISCAL IMPACT:

This report is informational only and has no budgetary impact.

BACKGROUND:

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

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

During August, the following trends were noted:

- The Street Maintenance Division saw an almost 300% increase in the amount of traffic signs installed in comparison to the last several months. The numbers for this area will remain high in the months to come as crews will be changing out older traffic signage to meet the requirements and compliance deadlines for minimum sign retroreflectivity as recently amended by the Federal Highway Administration in the revised Manual on Uniform Traffic Control Devices (MUTCD). Previously, the MUTCD did not specify minimum retroreflectivity levels.
- Transportation saw a significant drop in the Metrolink machine revenue. This can be attributed to the loss in daily permit sales to students that are on Summer break from Cal State Los Angeles who use public transportation readily for commuting. This number is expected to rise again as Fall sessions begin.
- Beginning this month, Code Enforcement will no longer track the key performance index categories of Liens filed, Liens released, and Foreclosed homes registered. Over the past three months, these three areas have consistently dropped off and declined to low and

insignificant numbers that are no longer worthy for tracking. These areas may be revisited in the future should significant increases begin to arise.

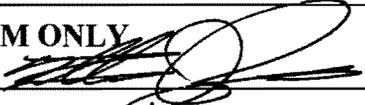
- All other current KPI's in the remaining Public Works areas were noted to be generally on par with their service levels.

RELEVANCE TO THE STRATEGIC PLAN:

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

EXHIBITS:

- A. Public Works Department Monthly Activity Report – August 2012

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

**CITY OF COVINA
PUBLIC WORKS DEPARTMENT MONTHLY ACTIVITY REPORT
AUGUST 2012**

DIVISION	ACTIVITY	QUANTITY
Water Utility	Meter replacements	23
	Consumer responses	574
	Backflow tests	0
	Flushed blow-offs	22
	Service line repair/replace	6
	Main line repair/replace	14
	Fire hydrants maintained	9
	Isolation valves exercised	19
	Dig alert responses	15
	Emergency call outs	5
Equipment Maintenance	Preventative Maintenance service	48
	Safety inspections	48
	Daily demand repairs	113
	Tire repairs	10
	Major repairs over \$1000	2
	Emergency call outs	15
Street Maintenance	Traffic sign remove/replace/install	123
	Potholes repaired	41
	Grind sidewalk	0
	Ramp sidewalk	22
	Curb painted (LF)	12,958
	Illegally dumped items picked up (LBS.)	5,000
	Utility cuts repaired	0
	Trees trimmed	32
	Trees removed	11
Emergency call outs	6	
Environmental Services	Used oil containers distributed	2
	Compost bins distributed	2
	NPDES violations investigated	3
	NPDES Permit Inspections	0
	Waste management consumer contacts	0
	Industrial Waste Permit Inspections	0
	Plans checked for environmental compliance	15
	Environmental legislation & regulations reviewed	3
	Special Waste collection events promoted	0
Engineering	Permits issued	38
	Inspections conducted	33
	Complaint responses	0
	Jobsite meetings	3
	Plan checks conducted	24
	Document research requests	15
	Value of plans prepared	0
Building Maintenance	Service requests completed	19
	Facility heat/air conditioning repairs	3
	Facility lighting/electrical repairs	1
	Emergency call outs	1

**CITY OF COVINA
PUBLIC WORKS DEPARTMENT MONTHLY ACTIVITY REPORT
AUGUST 2012**

DIVISION	ACTIVITY	QUANTITY
Transportation	Bus passes sold	58
	Covina Transit total passengers	2,166
	Covina Transit on time performance	99.86%
	Covina Transit passengers per rev hr	3.2
	Metrolink monthly permits sold	806
	Metrolink machine revenue	\$2,694.38
	Municipal Lots monthly permits sold	\$58
Code Enforcement	Number of Inspections	1,371
	Number of signs pulled from public right-of-way	138
	Number of resolved cases	191
	Number of open cases	803
	Industrial waste cases open	38
	Total homes in foreclosure	218
	Trash Can violations	6
Building & Safety	Pre/Post permit counter visits	163
	Pre/Post Activity (hours)	24.9
	Permits issued	80
	Inspections conducted	428
	Plan checks conducted	23
	Permit valuation	\$12,105,255
Sewer Maintenance	Manholes inspected	82
	Linear feet of main cleaned	62,435
	Hot-spot locations cleaned	33
	Sewer overflow responses	0
	Manholes treated for vermin infestation	18
	Manholes treated for rodent infestation	6
	Routine pump station checks	31
Special Activities of Note	New Equipment check in	2
	Fire Flow Tests	1
	Downed tree limbs picked up	21
	Shopping Carts removed from right-of-way	69

COVINA HOUSING AUTHORITY
AGENDA ITEM COMMENTARY

MEETING DATE: September 18, 2012

ITEM NO.: CC7

STAFF SOURCE: Daryl Parrish, Executive Director
Nuala Gasser, Sr. Redevelopment Manager 

ITEM TITLE: Covina Housing Authority Annual Report FY 2011-2012

STAFF RECOMMENDATION:

Receive and file the Covina Housing Authority Annual Report for Fiscal Year 2011-2012

FISCAL IMPACT:

None.

BACKGROUND:

In Fiscal Year 2010-2011, the Covina Housing Authority was activated by the Covina City Council. Health and Safety Code Sections 34328 and 34328.1 require all housing authorities to file an annual report by October 1st with the City Clerk and the State of California Department of Housing and Community Development. The report, which was filed with both offices, is attached as Exhibit A.

The purpose of the report is to show the activities for the previous fiscal year. The attached report recounts the process whereby the Housing Authority assumed the housing functions and duties of the Covina Redevelopment Agency when that agency was dissolved pursuant to AB 1X 26, as well as providing other required information.

RELEVANCE TO THE STRATEGIC PLAN:

None.

EXHIBITS:

A. Covina Housing Authority Annual Report

REVIEW TEAM ONLY

City Attorney:  Finance Director: 

City Manager: _____ Other: _____

COVINA HOUSING AUTHORITY

ANNUAL REPORT FY 11-12

Health and Safety Code Sections 34328 and 34328.1 require all housing authorities to file an annual report by October 1st with the City Clerk and the Department of Housing and Community Development. The requirements of the report follow.

A. Activities for the Preceding Year

In FY 2010-2011, the Housing Authority was activated by the Covina City Council. City resolution No. 11-6926, adopted January 25, 2011, declared that there is a need for a housing authority, declared that all members of the City Council shall be the Commissioners of the Housing Authority and designated the mayor as the interim chairman of the housing authority.

On January 30, 2012, by Resolution 12-7045, the Covina City Council elected not to retain the housing assets and functions previously performed by the Covina Redevelopment Agency, which was dissolved pursuant to Part 1.85 of Division 24 of the California Health and Safety Code. All rights, powers, duties and obligations, including any encumbered amounts on deposit in the Agency's Low and Moderate Income Housing Fund, were transferred to the Covina Housing Authority.

On April 3, 2012, by Resolution 12-004, the Successor Agency to the Covina Redevelopment Agency recommended approval of the transfer of housing assets and properties of the former Agency to the Housing Authority by the Oversight Board.

On April 5, 2012, by Resolution 12-01, the Oversight Board directed the Successor Agency to transfer housing responsibilities and all rights, powers, duties and obligations associated with the housing activities of the Covina Redevelopment Agency along with the transfer of encumbered low and moderate income housing funds designated for housing projects to the Covina Housing Authority pursuant to Health and Safety Code Sections 34176, 34177 and 34181. The Oversight Board approval was sent to the state Department of Finance for final approval. The transfer of the housing functions and duties were not questioned by the State Department of Finance, and so were approved.

The housing assets and functions assumed by the Housing Authority include the following:

Housing Account Receivables

Receivable	Description	Potential Receivable Value	Due Date
Down Payment Assistance Program Loan Agreements and Loan Notes and Deeds of Trust	Forgivable loans to home buyers in the Vintage Walk 1 project (6 loans)	\$180,000	Original Date: 2006 Program provided for grants to be forgiven after 20 years. Dates and amount receivable will vary. CONTINUING MONITORING REQUIRED
Single Family Rehabilitation Program Agreements and Notes And Deeds of Trust to secure note	Deferred loans to homeowners who make improvements	\$54,054	Due on sale of property, date unknown. Typically not paid back for many years.
200 W. Rowland St Participation Loan Agreement, Residual Receipts Note, Deed of Trust and Security Agreement, Declaration of Conditions, Covenants and Restrictions,	Residual Loan to purchase affordability covenants and to rehabilitate the property.	\$4,742,000	Original Date: June 17, 2010 Note is due on or before June 17, 2065 CONTINUING MONITORING REQUIRED
Habitat for Humanity 436 E Cypress St Grant Deed Declaration of CC&Rs, Developer Promissory Note Developer Deed of Trust Buyer's contingent Promissory Note, Buyers Deed of Trust Notice of Affordability Restrictions	Documents which have been signed and which are to be signed under the DDA related to affordability. Note for value of property	N/A	Original Date: August 19, 2011 The Developer Promissory Note will automatically terminate on Feb. 19, 2013, contingent on sale to qualified buyer. Buyer's documents will terminate 45 years after execution. CONTINUED MONITORING REQUIRED
Transitional House and contents including furniture, fixtures and appliances	Home for homeless women and children	\$425,610	The residence is in use as affordable housing for homeless women and children where they can live rent-free for a period of time.
147-151 E College	Property was purchased with housing funds for housing purpose	\$715,000	Upon sale
Misc. Agreements Regulatory Agreements/Declaration of Restrictive Covenants/Rehabilitation Agreements/Participation Agreements/Disposition Agreements	Agreements with developers and property owners to provide affordable housing	N/A	Varies

Misc. Agreements Affordability Agreements, Loan Agreements and Declaration of Conditions, Covenants and Restrictions and Right of First Refusal to Purchase	Agreements with home buyers to maintain housing affordability covenants	N/A	2051, 2052, 2057 and 2058 and later
Contingent Notes- Vintage Walk 1	Notes with affordable homebuyers for value of the property between market rate and sales price at time of sale	\$1,200,000*	*This value is for six affordable homes and their market value in 2006. Because of the change in the housing market, the contingent notes are being revised to reflect today's housing values in order that the homeowners can refinance to lower interest rates and increase affordability. If six homeowners revise their contingent notes, revised value will be approximately \$150,000 to \$210,000. Due date: 2051 and 2052
Contingent Notes Vintage Walk 2 (3) Citrus Walk (8)	Notes with affordable homebuyers for value of the property between market rate and sales price at time of sale	TBD	The eleven homes are in the process of being built and sold. The value will be based on the difference between a market rate appraised value and affordable sales price. Due date: 2057 and 2058
Deed of Trust	Recorded agreement to secure notes on affordable properties with property owners	N/A	Varies
Joint Powers Agreements	Entered into to effectuate affordable housing projects and programs	N/A	None
Notice of Affordability Restrictions	Filed with County Recorder as to affordability requirements for properties	N/A	Varies

Additional properties to be monitored annually

- Village Green Apts , 152 E Covina Blvd, Covina CA 91722
- Smith Family Trust Apts, 227 N Citrus Ave, Covina CA 91723
- Cienega Gardens Apts, 1211 N. Lyman, Covina CA 91724
- Las Palmas Apts, 777 W. Covina Blvd, Covina CA 91722
- Vista Pointe Apts, 1400 N Grand Ave, Covina CA 91724
- YWCA Wings domestic violence home, confidential location
- Center Street Apartments, 236 W. Center Street, Covina, CA 91723
- Covina Gardens, 200 W. Rowland Street, Covina, CA 917233

In FY 10-11, the Housing Authority became the owner of record of the following two properties:

<u>APN</u>	<u>Description</u>	
8434-002-904	Residential Property, Covina	Property 1
8445-001-918	147-151 E. College Street, Covina	Property 2

Property 1 is an occupied residential property, occupied as transitional housing for homeless women with children; Property 2 is a commercial site with no occupants, and is currently in escrow to be sold at market rate.

(1) Percentage Requirements

Not less than 20% of all units shall be available for occupancy on a priority basis to persons of low-income

Categories:

Rental Housing	100%
Homeownership Developments	N/A
Rehabilitation financing	N/A

Of the one housing unit owned by the Housing Authority, 100% is occupied by households whose gross income does not exceed the applicable limits as of January 1, 2012.

- | | |
|---|------------|
| (2) Units financed with Bonds | N/A |
| (3) Multifamily Units | N/A |
| (4) Recipients of Federal Rent Subsidies | N/A |
| (5) Increase in Income of Current Occupant | N/A |

B. Recommended Legislation

The Authority does not intend to propose any legislation at this time.

- | | |
|---------------------------------------|------------|
| C. Domestic Violence Reporting | N/A |
|---------------------------------------|------------|

CITY OF COVINA
AGENDA ITEM COMMENTARY

MEETING DATE: September 18, 2012

ITEM NO.: CC 8

STAFF SOURCE: Daryl Parrish, City Manager 

ITEM TITLE: **Renewal of the Professional Services Agreement between the City of Covina and Rice, Englander and Associates to provide State of California Advocacy Services**

STAFF RECOMMENDATION

Approve the Professional Services Agreement between the City of Covina and Rice, Englander and Associates to provide State of California Advocacy Services.

FISCAL IMPACT

The annual cost for this service is \$3,000 per month or \$36,000 per fiscal year. If approved this agreement would be funded from Account #1010-0300-51005.

BACKGROUND

This has been quite a year for the State of California. The year started with the elimination of redevelopment agencies and continued with a State budget that is relying heavily on ballot measures to increase taxes. Should those measures not pass, it is unknown what will happen to municipal budgets. For these reasons alone, it is important to have an advocate for the City of Covina "on the ground" in Sacramento to provide the City with up-to-date information with regard to legislation that potentially affects the city either positively or negatively and provides us with the intelligence necessary to actively engage in the process and drive legislation to the best of our ability to achieve the best possible results for the City of Covina. A State Advocate such as Rice, Englander and Associates could also assist with the drafting and presenting of new legislation that could potentially benefit the City of Covina should that need arise.

Tony Rice, of Rice, Englander and Associates, has worked closely with the city and has made presentations to the Council and has updated Council and staff via email on a regular basis. These updates pertain to the many bills going through the legislative process that either affect local governments and/or the City of Covina. In addition, we have been prepped for conference calls and face-to-face meetings with State Legislators and their respective staff and we have drafted letters of opposition or support for legislation that affects the City of Covina. This is especially critical in times such as these and lately there has been a tremendous amount of legislation afoot that has had derogatory impacts on local government and its ability to deliver services to its constituents and on the fundamental premise of local control in a more general sense.

In order to continue our engagement of the services of Rice, Englander and Associates as our State of California Advocate, the City Council approval of the attached Professional Services Agreement is required.

RELEVANCE TO THE STRATEGIC PLAN

None.

EXHIBITS

- A. Professional Services Agreement to provide State of California Advocacy Services between the City of Covina and Rice, Englander and Associates

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

**CITY OF COVINA
PROFESSIONAL SERVICES AGREEMENT**

1. PARTIES AND DATE.

This Agreement is made and entered into this 18th day of September, 2012 by and between the City of Covina, a municipal corporation organized under the laws of the State of California with its principal place of business at 125 East College Street, Covina, California 91723 (“City”) and Rice/Englander Knabe & Allen, a partnership with its principal place of business at 801 S. Figueroa St., Suite 1050, Los Angeles, CA 90017 (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing information to City staff and City Council regarding activities occurring at the State Capital as they relate to the City of Covina, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project

City desires to engage Consultant to render such services for the Information on State Activities as they Relate to the City of Covina project (“Project”) as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional consulting services necessary for the Project (“Services”). All Services shall be subject to, and performed in accordance with, this Agreement, and all applicable local, state and federal laws, rules, and regulations.

3.1.2 Term. The term of this Agreement shall be from November 1, 2012 to October 31, 2013, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Responsibilities of Consultant.

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

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

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

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

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

3.2.6 Consultant's Representative. Consultant hereby designates TONY RICE, or his designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible

for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

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

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

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

3.2.9.1 Employment Eligibility; Consultant. By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Consultant. Consultant also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. Consultant shall

avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Consultant shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Consultant's compliance with the requirements provided for in Section 3.2.10 or any of its sub-sections.

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

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

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

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

3.2.11 Insurance.

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

to the City that the subconsultant has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

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

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$2,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.

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

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

(A) General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Work or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors,

officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

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

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

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

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

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

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

3.2.11.8 Verification of Coverage. Consultant shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each

insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

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

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

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

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement. The total monthly compensation shall not exceed three thousand dollars (\$3,000.00) for an annual total of thirty-six thousand dollars (\$36,000.00) without written approval of City Manager. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

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

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

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

3.4 Termination of Agreement.

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

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

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

3.5 Ownership of Materials and Confidentiality.

3.5.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement (“Documents & Data”). All Documents & Data shall be and remain the property of City, and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

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

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

party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

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

3.5.5 Confidentiality. All Documents & Data, either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant. All Documents & Data shall not, without the prior written consent of City, be used or reproduced by Consultant for any purposes other than the performance of the Services. Consultant shall not disclose, cause or facilitate the disclosure of the Documents & Data to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant that is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.6 General Provisions.

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

Consultant:

Tony Rice
Englander/Rice Knabe & Allen
801 S. Figueroa St., Suite 1050
Los Angeles, CA 90017

City:

City of Covina
125 E. College St.
Covina, CA 91723
Attn: Daryl Parrish, City Manager

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

3.6.2 Indemnification.

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

3.6.2.2 Additional Indemnity Obligations. Consultant shall defend, with Counsel of City's choosing and at Consultant's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 3.5.6.1 that may be brought or instituted against City or its directors, officials, officers, employees, volunteers and agents. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Consultant shall also reimburse City for the cost of any settlement paid by City or its directors, officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Consultant shall reimburse City and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents, or volunteers.

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

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

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

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

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

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

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

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

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

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

3.6.13 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this

Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

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

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

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

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

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

[SIGNATURES ON NEXT PAGE]

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF COVINA
AND ENGLANDER/RICE KNABE & ALLEN**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the 18th day of September, 2012.

CITY OF COVINA

By: _____
Daryl Parrish
City Manager

Attest: _____
Kay Manning
City Clerk

**ENGLANDER/RICE KNABE & ALLEN
a PARTNERSHIP**

By: _____
Signature

Name (Print)

Title (Print)

By: _____
Signature

Name (Print)

Title (Print)

EXHIBIT "A"

Intentionally Blank

EXHIBIT "B"

**See Attached Email
Communication**

CITY OF COVINA
AGENDA ITEM COMMENTARY

MEETING DATE: September 18, 2012

ITEM NO.: CC 9

STAFF SOURCE: Daryl J. Parrish, City Manager 
Catherine LaCroix, Sr. Deputy City Clerk

ITEM TITLE: Update on the Strategic Plan

STAFF RECOMMENDATION

Receive and file the monthly Strategic Plan objectives update.

FISCAL IMPACT

None.

BACKGROUND

City Council along with City Staff held a Strategic Planning Meeting Workshop at First Presbyterian Church on April 5, 2012. In accordance with the Strategic Plan process, progress toward achievement of the outlined objectives will be reported to the City Council at the second meeting of each month. Attached, for the City Council's review, is the Strategic Plan Objectives matrix indicating the progress of each six-month objective for the three-year goals.

The next Strategic Planning Meeting Workshop is scheduled for Thursday, October 25, 2012

RELEVANCE TO THE STRATEGIC PLAN

See attached matrix.

EXHIBITS

- A. Strategic Plan Objective Matrix

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

CITY OF COVINA ✪ STRATEGIC OBJECTIVES

April 5, 2012 – October 1, 2012

THREE-YEAR GOAL: <i>Enhance financial well-being</i>						
WHEN	WHO	WHAT	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. By October 1, 2012	Director of Parks and Recreation and the Finance Director	Bring back to the City Council for action a process for increasing success in obtaining grants City-wide.			X	Assigned to handle Thunderfest logistics.
2. By October 1, 2012	City Management Team (Finance Director-lead)	Bring to the City Council for action a scope of work with identification of funding sources to pay for a revised Fee Study.		X		
3. By October 1, 2012	Finance Director and City Attorney	Present to the City Council for information and direction options for voter-approved public safety measures.		X		
4. By October 1, 2012	Council Member Peggy Delach (lead), City Manager and Lisa Brancheau	Bring to the City Council for consideration a marketing strategy(ies) to enhance local sales tax and to increase Covina's exposure.		X		

THREE-YEAR GOAL: *Enhance safety and quality of life in Covina*

WHEN	WHO	WHAT	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. By October 1, 2012	Public Works Director	Present to the City Council for consideration an ordinance regulating non-owner occupied rental properties.			X	Update to Council and request scheduling of public workshop in September AIC
2. By October 1, 2012	Council Member John King, working with Public Works staff	Identify a site for a community garden and possible funding sources.		X		Site identified and secured; possible fund source provided to Councilman King
3. By October 1, 2012	Police Chief	Present to the City Council for action options for a revised false alarm ordinance.		X		
4. By October 1, 2012	City Attorney and Police Chief	Explore the feasibility of establishing an extraordinary public safety response policy for restaurants and entertainment establishments, and make a recommendation(s) to the City Council for action.		X		

THREE-YEAR GOAL: *Foster innovation and efficiency*

WHEN	WHO	WHAT	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. At the May 15, 2012 City Council meeting	Communications Manager and Mayor Kevin Stapleton	Develop a Public-Private Partnership to identify and market development opportunities in Covina.		X		First part completed by establishing QR Codes linked to Covina Opportunity information and demonstration at ICSC in Las Vegas.
2. At the October 2, 2012 City Council meeting	Council Subcommittee on Renewable Energy (Mayor Kevin Stapleton-lead)	Make recommendations to the City Council for action for the scope of the Renewable Energy RFP.			X	City Attorney provided a revised professional services agreement that altered the original project parameters. Subcommittee discussion is TBD.
3. At the August 21, 2012 City Council meeting	Mayor Kevin Stapleton (lead), City Manager, Police Chief and City Attorney	Develop and present to the City Council for action a program to encourage and reward functional innovation and efficiency in City operations.			X	Revise date to October 16, 2012
4. At the September 4, 2012 City Council meeting	City Manager (lead), Assistant Public Works Director and Police Chief	Develop and present to the City Council for action a policy on social media and electronic communications to solicit innovation and efficiency opportunities internally and externally.			X	Revised date to October 16, 2012
5. By the September 18, 2012 City Council meeting	City Manager	Ensure updating of each department's web page to be compatible with the QR code or the latest code technology.		X		

THREE-YEAR GOAL: *Enhance customer service*

WHEN	WHO	WHAT	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. By June 1, 2012	HR Director	Establish a written Employee of the Year nomination process and distribute to all of the Department Directors.	X			
2. By June 15, 2012	Deputy City Clerk	Hold an event to recognize Board, Commission and Committee members.	X			
3. By June 30, 2012	HR Director	Develop, distribute and analyze the results of a Customer Service Survey to obtain input from employees about their specific needs and tools to enable them to provide customer service.			X	Survey was completed in Aug. Staff is putting together analysis of results to be distributed by Sept. 30.
4. By September 1, 2012	HR Director and Deputy City Clerk, working with selected City staff	Develop and present the first in a series of mini workshops for all City staff to promote internal customer service.	X			Clerk staff has met with some depts. to go over procedures and requirements for meetings & minutes.
5. By October 1, 2012	HR Director and IT Manager	Enhance the City's Intranet to improve communication between departments.		X		Staff is looking into using the Employee Self Service via Munis.

CITY OF COVINA
AGENDA ITEM COMMENTARY

MEETING DATE: September 18, 2012

ITEM NO.: CC 10

STAFF SOURCE: Daryl Parrish, City Manager

DP

ITEM TITLE: **Renewal of Professional Services Agreement between the City of Covina and David Turch and Associates to provide Federal Advocacy Services**

STAFF RECOMMENDATION

Approve the Professional Services Agreement between the City of Covina and David Turch and Associates to provide Federal Advocacy Services

FISCAL IMPACT

The annual cost for this service is \$2,500 per month or \$30,000 for the 2012-13 fiscal year. Due to the city's budgetary issues, David Turch and Associates has agreed to reduce the cost of this agreement by \$18,000 for this fiscal year. If approved, this agreement would be funded from Account #1010-0300-51005.

BACKGROUND

As a result of the State budget and its effect on local budgets, local governments have been strapped for funds. Certainly, the beginning of 2012 was no different due to the loss of redevelopment agencies. The State of California has been experiencing acute financial problems as has been demonstrated by its most recent budget vis-à-vis its reliance on various tax measures that will be voted on in November. The loss of redevelopment has resulted in local governments losing one of the few remaining tools and the associated funding available to preserve jobs.

While it is difficult to justify the expenditure of funds—especially general funds—under the present circumstances with which we are facing, when the expenditure of funds can be a demonstrated investment and be leveraged in such a way where for each dollar spent many dollars can be returned to the community then the expenditure is a sound one. Any funding that can be returned to the community during these times is more critical than ever.

In Federal Fiscal Year 2010 the City of Covina received an earmark in the amount of \$325,000 to assist with the retrofitting of the Covina Public Library. Unfortunately because earmarks were suspended by Congress shortly thereafter the city did not receive the funding for the project. Nevertheless, with the national election looming and discussions among members of congress from both parties, in both houses, beginning to discuss their dissatisfaction with their inability to deliver federal funds to worthwhile projects in their districts, we do not want to be on the sidelines without representation should the moratorium on earmarks be lifted. Additionally, David Turch and Associates is able to assist Covina in navigating through the labyrinth of federal departments and staff in the pursuit of grants as well as other federal funding

opportunities. Finally, often times there arises Federal Legislation that affects Covina either positively or negatively and it is wise to have “boots on the ground” in Washington DC when such legislation is proposed.

David Turch and Associates has longstanding experience in working with Members of Congress from both political parties and particularly with those members on the Appropriations Committees. Turch has established a track record for securing funding under various pieces of federal legislation over the years and they have delivered on funding requests that benefit its local agency clients from various federal agencies including Transportation, Flood Control/Water Regulatory, Justice/Homeland Security, Defense and others.

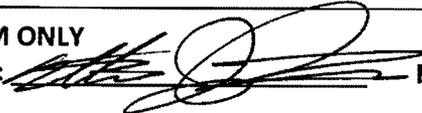
David Turch and Associates serve many cities in Southern California including: Glendale, Beaumont, Colton, Palmdale, Burbank, Chino, Montclair, Rialto, Temecula, Norco, Ontario, Redondo Beach, La Canada Flintridge, Lawndale, Banning and agencies such as Metrolink, The Riverside Transit Agency, The San Bernardino Association of Governments, The Riverside County Transportation Commission, The LA Metropolitan Transportation Authority and the Ventura County Transportation Commission.

RELEVANCE TO THE STRATEGIC PLAN

None.

EXHIBITS

- A. Professional Services Agreement to Provide Federal Advocacy Services between the City of Covina and David Turch and Associates.

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

**CITY OF COVINA
PROFESSIONAL SERVICES AGREEMENT**

1. PARTIES AND DATE.

This Agreement is made and entered into this 18th day of September 2012 by and between the City of Covina, a municipal corporation organized under the laws of the State of California with its principal place of business at 125 East College Street, Covina, California 91723 (“City”) and DAVID TURCH AND ASSOCIATES, a sole proprietorship with its principal place of business at 517 2nd Street, Northeast, Washington, D.C. (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

2. RECITALS.

2.1 Consultant.

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

2.2 Project

City desires to engage Consultant to render such services for the Federal Advocacy Services project (“Project”) as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional government relations services necessary for the Project (“Services”). All Services shall be subject to, and performed in accordance with, this Agreement, and all applicable local, state and federal laws, rules, and regulations.

3.1.2 Term. The term of this Agreement shall be from July 1, 2012 to June 30, 2013, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Responsibilities of Consultant.

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

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

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

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

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

3.2.6 Consultant's Representative. Consultant hereby DAVID TURCH, or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on

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

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

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

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

3.2.10 Insurance.

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

provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

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

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$2,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.

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

(A) General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Work or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(B) Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or

borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

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

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

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

3.2.10.4 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents, and volunteers.

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

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

3.2.10.7 Verification of Coverage. Consultant shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its

behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

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

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

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

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this. The total monthly compensation shall not exceed two thousand five hundred dollars (\$2,500.00) for a total of thirty thousand dollars (\$30,000.00) without written approval of City. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

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

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

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

3.3.5 Reserved.

3.4 Termination of Agreement.

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

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

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

3.5 Ownership of Materials and Confidentiality.

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

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

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

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

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

3.5.5 Confidentiality. All Documents & Data, either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant. All Documents & Data shall not, without the prior written consent of City, be used or reproduced by Consultant for any purposes other than the performance of the Services. Consultant shall not disclose, cause or facilitate the disclosure of the Documents & Data to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant that is otherwise known to Consultant or is generally known, or has

become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.6 General Provisions.

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

Consultant:

David Turch and Associates
517 2nd Street, Northeast
Washington, D.C., 20002
Phone: (202) 543-3744
Fax: (202) 543-3509
Attn: Chief Operating Officer

City:

City of Covina
125 E. College St.
Covina, CA 91723
Phone (626) 384-5410
Fax: (626) 384-5420
Attn: Daryl Parrish, City Manager

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

3.6.2 Indemnification.

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

Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

3.6.2.2 Additional Indemnity Obligations. Consultant shall defend, with Counsel of City's choosing and at Consultant's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 3.5.6.1 that may be brought or instituted against City or its directors, officials, officers, employees, volunteers and agents. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Consultant shall also reimburse City for the cost of any settlement paid by City or its directors, officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Consultant shall reimburse City and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents, or volunteers.

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

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

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

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

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

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

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

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

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

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

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

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

3.6.15 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this

Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

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

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

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

[SIGNATURES ON NEXT PAGE]

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF COVINA
AND DAVID TURCH AND ASSOCIATES**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the 18th day of September, 2012.

CITY OF COVINA

By: _____
Daryl Parrish
City Manager

Attest: _____
Kay Manning
City Clerk

**DAVID TURCH AND ASSOCIATES
a Sole Proprietorship**

By: _____
Signature

Name (Print)

Title (Print)

By: _____
Signature

Name (Print)

Title (Print)

EXHIBIT "A"

Intentionally Blank

EXHIBIT "B"

Proposal from David Turch and Associates

To be distributed on the dais

EXHIBIT "C"

LETTER FROM DAVID TURCH AND ASSOCIATES

EXHIBIT “D”

LEGISLATIVE YEAR 2011 PROGRAM APPROPRIATION GOALS

CITY OF COVINA
AGENDA ITEM COMMENTARY

MEETING DATE: September 18, 2012

ITEM NO.: CC 11

STAFF SOURCE: Marco A. Martinez, City Attorney ^{MA}
Anthony Arroyo, Director of Human Resources

ITEM TITLE: Amendment to City Manager Employment Agreement to extend the term of the Agreement.

STAFF RECOMMENDATION:

That the City Council approve an amendment to the City Manager's Employment Agreement to extend the term of the Agreement to November 30, 2012 and direct the City Attorney to prepare such an extension.

FISCAL IMPACT:

None.

BACKGROUND/ANALYSIS:

In May of 2009, the City Council approved an Employment Agreement ("Agreement") for City Manager Daryl Parrish. That Agreement provides that the term of the Agreement "...shall be effective from June 1, 2009, through May 31, 2012, unless extended" The Agreement was extended in June of 2012 until August 31, 2012. It was further extended by the City Council to September 30, 2012 to give the Council time to consider certain benefit reductions in the agreement. However, in order to continue the employment relationship with Mr. Parrish, create certainty in the City's operations and provide the Council with additional time to review a revised agreement, it is necessary to extend the term of the Agreement until November 30, 2012. All other terms of the Agreement remain unchanged.

RELEVANCE TO THE STRATEGIC PLAN

None.

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

**FOURTH AMENDMENT TO AGREEMENT FOR EMPLOYMENT
CITY MANAGER**

1. Parties and Date.

THIS FOURTH AMENDMENT TO THE AGREEMENT FOR EMPLOYMENT - CITY MANAGER (hereinafter "Fourth Amendment") is made and entered into this ____ day of September, 2012 by and between the City of Covina, a California municipal corporation (hereinafter "City"), and City Manager Daryl Parrish (hereinafter "City Manager").

2. Recitals.

2.1 City and City Manager entered into that certain Agreement for Employment dated May 27, 2009 (hereinafter "Employment Agreement"), whereby City Manager agreed to serve as the City Manager of the City of Covina.

2.2 On or about November 15, 2011, City and City Manager entered into an "Amendment to Agreement for Employment – City Manager," which amended certain provisions of the Employment Agreement relating to compensation and benefits.

2.3 On June 5, 2012 the City and the City Manager entered into an Amendment to Agreement for Employment – City Manager which extended the expiration date of the original agreement to August 31, 2012.

2.4 On August 21, 2012 the City and the City Manager entered into an Amendment to Agreement for Employment – City Manager which extended the expiration date of the original agreement to September 30, 2012.

2.5 City and City Manager now desire to further amend the provision of the Employment Agreement relating to the term of the Agreement further extending the date through November 30, 2012.

3. Terms.

3.1 Section 3, subsection A of the Employment Agreement is hereby deleted in its entirety and restated to read as follows:

“Section 3: Term; Notice of Termination; and Severance

A. Term and Extension. This Agreement shall be effective from September 30, 2012 through November 30, 2012, unless extended or terminated as provided herein.”

4. Force and Effect.

Except as amended by this Fourth Amendment, all provisions of the Employment Agreement shall remain in full force and effect and shall govern the actions of the City and City Manager under this Fourth Amendment.

IN WITNESS WHEREOF, City has caused this Second Amendment to be signed and duly executed on its behalf by its Mayor, and duly attested by its City Clerk, and the City Manager has signed and executed this Amendment, to be effective as of the day and year first above written.

“CITY”

Mayor Kevin Stapleton

ATTEST:

Catherine M. LaCroix
Deputy City Clerk

“CITY MANAGER”

Daryl Parrish

CITY OF COVINA
AGENDA ITEM COMMENTARY

MEETING DATE: September 18, 2012

ITEM NO.: CB 1

STAFF SOURCE: Lisa Brancheau, Assistant to the City Manager
William J. Priest, Assistant City Attorney

ZB

ITEM TITLE: City Council to Consider Second Reading and Adoption of Ordinance No. 12-2011, Amending the Town Center Specific Plan to Reclassify the Sale of Alcohol for On-Site Consumption by a Restaurant or Food Service Establishment From a Permitted Use to a Conditional Use.

STAFF RECOMMENDATION

Consider second reading and adopt **Ordinance No. 12-2011** (attached hereto as Exhibit "B") amending the Town Center Specific Plan to reclassify the sale of alcohol for on-site consumption by a restaurant or food service establishment from a permitted use to a conditional use.

FISCAL IMPACT

None.

BACKGROUND

At the September 4, 2012 City Council meeting, the City Council conducted a public hearing, waived further reading and introduced Ordinance No. 12-2011. The vote was 5-0. The September 4, 2012 Agenda Item Commentary containing a more detailed explanation of the Ordinance is attached as Exhibit "A". If adopted tonight, the Ordinance will become effective in 30 days.

RELEVANCE TO THE STRATEGIC PLAN

There is no relevance to the Strategic Plan.

EXHIBITS

- A. September 4, 2012 Agenda Item Commentary
- B. Ordinance No. 12-2011

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

CITY OF COVINA
AGENDA ITEM COMMENTARY

COPY

MEETING DATE: September 4, 2012

STAFF SOURCE: Lisa Brancheau, Assistant to the City Manager
William J. Priest, Assistant City Attorney



ITEM TITLE: Public Hearing of the City Council and Introduction of Ordinance No. 12-2011, Amending the Town Center Specific Plan to Reclassify the Sale of Alcohol for On-Site Consumption by a Restaurant or Food Service Establishment From a Permitted Use to a Conditional Use.

STAFF RECOMMENDATION

That the City Council:

- 1.) Open the public hearing and take public testimony; and
- 2.) Introduce and waive further reading of Ordinance No. 12-2011 (attached hereto as Exhibit "A") amending the Town Center Specific Plan to reclassify the sale of alcohol for on-site consumption by a restaurant or food service establishment from a permitted use to a conditional use.

FISCAL IMPACT

There is no impact to the General Fund.

BACKGROUND

The Covina Municipal Code generally requires that any restaurant or bona fide eating establishment within the City obtain a Conditional Use Permit ("CUP") from the Planning Commission prior to selling alcohol to customers for on-site consumption. (CMC §17.62.026). Until July 3, 2012, one exception applied to restaurants/food service establishments located within two areas of the Covina Town Center Specific Plan ("TCSP"). Under those regulations, restaurants/food service establishments were permitted to sell alcohol to customers for on-site consumption within the TCSP-IV (Mixed Use) and TCSP-V (Retail and Service Core) Focused Activity Areas as a permitted use without obtaining a CUP.

This last July, concerns had been raised about the proliferation of restaurants/food service establishments proposing to sell alcohol within the TCSP-IV and TCSP-V Areas, with the corresponding increase in crowd control difficulties, disorderly conduct, crime and need for police response. At the time, Staff expressed the belief that these uses merited more scrutiny through the CUP process.

Due to concerns that several restaurants seeking to sell alcohol for on-site consumption without a CUP could become established within the TCSP Area before a standard ordinance would become effective, the City Council adopted Ordinance No. 12-2010 on July 3, 2012 as an urgency measure. Pursuant to Government Code, Section 36937, Urgency Ordinance No. 12-

COPY

2010 became effective immediately. However, as a matter of general practice, Staff is processing the attached Ordinance as a standard non-urgency ordinance in parallel with Urgency Ordinance No. 12-2010.

The attached Ordinance is identical to Urgency Ordinance No. 12-2010, except that it is not an urgency measure. Staff again would like to emphasize that the attached Ordinance (like the Urgency Ordinance) does not outright prohibit restaurants/food service establishments from selling alcohol for on-site consumption. Rather, it allows the Planning Commission to review and approve these applications through the public hearing process and, if approved, to impose reasonable conditions of approval to address any negative land use impacts tied to alcohol sales. As stated above, this is already the case everywhere outside the TCSP Area and the proposed Ordinance merely brings the TCSP into line with the rest of the City.

Proceedings at the Planning Commission

This Ordinance affects the use of land within the City in that it affects how restaurants and food service establishments may sell alcohol on-site. Pursuant to California Government Code, Sections 65854 and 65855, the Planning Commission is required to conduct a noticed public hearing to consider any non-urgency ordinance that, among other things, regulates the use, height, size or intensity of land, buildings or structures. After such a hearing, the Commission is required to make a written recommendation to the City Council regarding the Ordinance which both (i) explains the reasons for the recommendation and (ii) makes a finding that that the proposed ordinance is consistent with the General Plan.

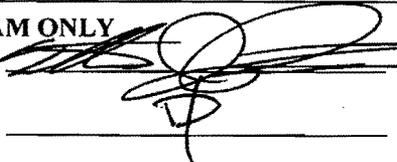
On August 14, 2012, the Planning Commission held the required noticed public hearing and adopted Resolution No. 2012-002 PC recommending that the City Council adopt Ordinance No. 12-2011. A copy of Resolution No. 2012-002 PC is attached as Exhibit "A" and includes the text of Ordinance No. 12-2011. For the reasons more specifically set forth in the Resolution, the Planning Commission found that the Ordinance is in the public interest and is consistent with the Covina General Plan in that it merely adds a CUP requirement to restaurants/food service establishments seeking to sell alcohol on-site. This allows the Planning Commission to review and approve on-site alcohol applications through the public hearing process and, if approved, to impose reasonable conditions of approval to address any negative land use impacts tied to on-site alcohol sales. This balances moderate economic development in the Downtown with the need to protect the public from the negative impacts tied to on-site alcohol sales. All other land use standards of the Covina General Plan, TCSP and Zoning Code remain unchanged by the proposed Ordinance.

RELEVANCE TO THE STRATEGIC PLAN

There is no relevance to the Strategic Plan.

EXHIBITS

A. Resolution No. 2012-002 PC (Includes Ordinance No. 12-2011 as an attachment)

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

COPY

ORDINANCE NO. 12 - 2011

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA AMENDING CERTAIN SECTIONS OF THE COVINA TOWN CENTER SPECIFIC PLAN TO RECLASSIFY THE SALE OF ALCOHOL FOR ON SITE CONSUMPTION BY A RESTAURANT OR FOOD SERVICE ESTABLISHMENT FROM A PERMITTED USE TO A CONDITIONAL USE.

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

SECTION 1. That the regulations governing “Conditional Uses” within the Town Center Specific Plan Mixed Use Focused Activity Area (TCSP-4) as more particularly set forth in Chapter V, Section H, subsection 1, paragraph d. (pgs. V-30 through V-31), are hereby amended as follows:

- “ V. Land Use and Circulation Plan
.....
H. Regulatory Requirements
1. Development Standards by Focused Activity Area
.....
d. Mixed Use Focused Activity Area (TCSP-4). . . .

Conditional Uses: The following uses are permitted subject to a conditional use permit:

- **Single-Room Occupancy residential (SRO).** Residential uses that provide multiple single-room dwelling units, each intended for occupancy by one person. Such units may contain food preparation, sanitary facilities, or both, or contain shared food preparation and sanitary facilities.
- **Parking Facilities.** Freestanding publicly- or privately-operated parking facilities, surface parking lots or parking structures.
- **Light industrial uses.** Light industrial uses, including storage associated with light industrial uses, that are of a scale and type of operation, fabrication, assembly, manufacture, or processing that is consistent with the intent of the Mixed-Use Focused Activity Area.
- **Sale of alcohol.** The sale of alcohol for on-site consumption, including in conjunction with entertainment uses, ~~that is~~ ***whether or*** not part of a ***restaurant or*** food service establishment. Additionally, the display and sale of beer and wine (but not hard alcohol or spirits) for off-site consumption, irrespective of geographic distance from another similar use or a sensitive use.

- ~~• **Outdoor eating or sales.** Food service or sales, which include the sale or consumption of alcohol, that occur within a public right of way, such as sidewalk cafes and sales, but only in conjunction with business located in an adjacent building.~~
- **Automobile service.** Automobile service, repair, and retail sales of gasoline and other automobile products.”

SECTION 2. That the regulations governing “Permitted Uses and Conditional Uses” within the Town Center Specific Plan Retail and Service Core Focused Activity Area (TCSP-5) as more particularly set forth in Chapter V, Section H, subsection 1, paragraph e. (pgs. V-32 through V-33), are hereby amended as follows:

“ V. Land Use and Circulation Plan

.....

H. Regulatory Requirements

1. Development Standards by Focused Activity Area

.....

e. Retail and Service Core Focused Activity Area
(TCSP-5)

Permitted Uses: Permitted uses in the Retail and Service Core Focused Activity Area include:

- **Retail.** Retail business uses of all types, except adult-oriented businesses.
- **Food service.** Restaurants and food service establishments. ~~• **Food service.** Restaurants and food service establishments. which do not include the sale or consumption of alcohol for consumption on site must be in conjunction with a restaurant or other food service establishment.~~
- **Other Services.** Business offices and professional uses of all types, provided, however, that said uses are permitted only above the first floor of any building located along Citrus Avenue between San Bernardino Road and Badillo Street. For buildings located elsewhere within the focused activity area, said uses are permitted on any floor.
- **Dwellings.** Single family dwellings, two family dwellings, and multiple dwellings, but only above the first floor of any building.
- **Entertainment and performance establishments.** Live and non-live entertainment and performing uses, including movie theaters; live theaters; comedy, music, and dance clubs; and video, mechanical, and other arcade games (if no more than three such games); but excluding adult-oriented businesses.

- **Arts and crafts sales and galleries.** Uses involved in the exhibit, sales, public education, manufacture, and distribution of all manner of arts, crafts, sculpture, and the like. The floor area devoted to the manufacture of arts, crafts, sculpture, and the like shall not exceed the floor area devoted to exhibits and/or sales.
- **Lodging.** Lodging facilities, such as hotels, motels, and bed-and-breakfast inns. The term "bed-and-breakfast inn" or "bed-and-breakfast lodge" shall be defined as follows: A single-family, two-family or multiple dwelling (whether or not located on the first floor) in which paying guests are lodged on an overnight transient basis, with meals served in connection with their lodging. Such inns or lodges shall contain not greater than six (6) lodging units. Meals shall only be served to residents or guests of the inn/lodge and not to the general public. There shall be no separate or additional kitchen facilities for guests. The period for consecutive overnight lodging for any guest shall not exceed thirty (30) calendar days.
- **Parking facilities.** Freestanding publicly- or privately-operated parking facilities, surface parking lots or parking structures.
- **Outdoor eating or sales.** Food service or sales, which do not include the sale or consumption of alcohol, that occur within a public right-of-way, such as sidewalk cafes and sales, but only in conjunction with business located in an adjacent building.

Conditional Uses: The following uses are permitted subject to a conditional use permit:

- **Single-Room Occupancy residential (SRO).** Residential uses above the first floor in any building that provide multiple single-room dwelling units, each intended for occupancy by one person. Such units may contain food preparation, sanitary facilities, or both, or contain shared food preparation and sanitary facilities.
- **Sale of alcohol.** The sale of alcohol for on-site consumption, including in conjunction with entertainment uses, ~~that is~~ whether or not part of a restaurant or food service establishment. Additionally, the display and sale of beer and wine (but not hard alcohol or spirits) for off-site consumption, irrespective of geographic distance from another similar use or a sensitive use.
- **Parking Facilities.** Freestanding publicly- or privately-operated parking facilities, surface parking lots or parking structures.
- **Arcades.** Video, mechanical, and other arcade games in excess of three.
- **Automobile service.** Automobile service, repair, and retail sales of gasoline and other automobile products.

~~• **Outdoor eating or sales.** Food service or sales, which include the sale or consumption of alcohol, that occur within a public right of way, such as sidewalk cafes and sales, but only in conjunction with business located in an adjacent building.”~~

SECTION 3. This ordinance shall take effect thirty (30) days after its adoption.

SECTION 4. The City Council finds that this ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

SECTION 5. If any section, subsection, sentence, clause, phrase or word of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have adopted this ordinance, and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion or the ordinance would be subsequently declared invalid or unconstitutional.

SECTION 6. The City Clerk shall certify to the adoption of this ordinance. Not later than fifteen (15) days following the passage of this ordinance, the ordinance, or a summary of the ordinance, along with the names of the City Council members voting for and against the ordinance, shall be published in a newspaper of general circulation in the City of Covina.

SIGNED AND APPROVED this _____ day of _____, 2012.

KEVIN STAPLETON, MAYOR

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CITY OF COVINA
AGENDA ITEM COMMENTARY

MEETING DATE: September 18, 2012

ITEM NO.: NB 1

STAFF SOURCE: Kalieh Honish, Public Works Director *KAH*
Alex Gonzalez, Assistant Director of Public Works
Vivian Castro, Environmental Services Manager

ITEM TITLE: Anticipated Adoption of the *Draft National Pollutant Discharge Elimination System (NPDES) Permit for Municipal Separate Storm Sewer System (MS4) Discharges Within Los Angeles County (Draft MS4 Permit)* by the Los Angeles Regional Water Quality Control Board (Regional Board).

STAFF RECOMMENDATION

Authorize a Member of the City Council, the City Manager, or his designee, to present the City's comments on the Draft MS4 Permit at the October 4 and 5, 2012 Regional Board hearing.

Authorize the City Manager, or his designee, to retain the services of outside counsel to assist the City in preparing an administrative petition with the State Water Resources Control Board (State Board) challenging the Draft MS4 Permit unless corrected as requested by the City.

Authorize the City Attorney to file an administrative petition with the State Water Resources Control Board in the event the Los Angeles Regional Water Quality Control Board (Regional Board) adopts the Draft MS4 NPDES permit without the corrections requested by the City.

FISCAL IMPACT

There is no general fund or restricted fund impact for this item as the cost (not to exceed \$8,000) has been budgeted in 6200-5550-51200 for FY 2012-13. The City's estimated share of the cost to retain outside legal counsel to prepare the administrative petition template is \$3,000 and may be less if additional cities sign on to participate in the filing. Currently West Covina, Gardena, Carson, Glendora, Lawndale, El Monte, South El Monte, and San Fernando are expected to participate. City Attorney fees of approximately \$2,000 may be required for purposes of finalizing and filing the administrative petition.

BACKGROUND

MS4 Permit History

Governments that maintain a storm drain system are issued a federal Clean Water Act (CWA) permit known as an MS4 (municipal separate storm sewer system). The Los Angeles County MS4 permit regulates the commingled discharges of stormwater and urban runoff from one of the nation's largest municipal separate storm sewer systems, covering the jurisdictional areas of 86 permittees – the Los Angeles Flood Control District, Los Angeles County, the City of Covina

and 83 other cities. The LA County MS4 Permit was last reissued in 2001 and expired in 2006, but has been administratively extended pursuant to federal regulations.

The Los Angeles Regional Water Quality Control Board (Regional Board), which is charged with issuing permits in the LA region, kicked-off efforts to develop a new LA County MS4 permit at a May 25, 2011 Regional Board staff meeting and has since held five staff workshops, three Board workshops and released five working proposals with three-week comment periods. Given the complexity and significance of the permit, permittees were provided insufficient opportunities for analysis and discussion of permit provisions. Furthermore, the complete 500-page Draft MS4 Permit was not released until June 6, 2012, with comments due to the Regional Board on July 23, 2012. The Draft MS4 Permit is scheduled to be heard, and is expected to be adopted by the Regional Board, on October 4 and 5, 2012.

LA Permit Group Advocacy Efforts and Major Problems with Draft MS4 Permit

The City of Covina has advocated for the development of a new NPDES permit that is capable of integrating the protection of water quality in a cost-effective and science-based manner that focuses limited municipal resources on the implementation of water quality protection activities that are efficient, effective, and sustainable. As part of its efforts, the City joined the Los Angeles Permit Groups (LAPG), a consortium of 64 municipalities that was formed to ensure that cities show a united front when advocating on key provisions of the next LA County MS4 permit.

After several LAPG meetings with Regional Board staff, submission of numerous comments, and testimony before the Regional Board, many problematic provisions remain in the Draft MS4 Permit. The City of Covina submitted a 41-page comment letter noting the myriad of new mandates, burdensome and duplicative program requirements, and infeasible and impractical timelines. A list of significant changes proposed in the Draft LA Permit is contained in Exhibit A.

Despite the efforts of permittees, the Draft MS4 permit before the Regional Board for adoption contains provisions that would make it the most stringent permit in the United States, expose permittees to third party litigation, make the City liable for exceedances outside its control, and impose significant costs and unrealistic timelines. For this reason, City staff recommends that if the Regional Board adopt the permit without the priority changes requested by the City, the City file an administrative petition with the State Water Resources Control Board (State Board) within thirty days of the permit's adoption.

The administrative petition would challenge the Permit on the basis that it contains requirements that do not comply with federal stormwater regulations and precedent setting State Board decisions.

The most significant problems with the permit, which necessitate the filing of an administrative petition, are as follows.

Receiving Waters Limitations Language (RWL)

The Draft MS4 permit contains language that puts cities in immediate non-compliance with water quality standards and thereby exposes them to third party lawsuits. Provision V. A. of the Draft MS4 Permit goes against a history of State Water Board policies that allows compliance with water quality standards over time through the implementation of increasingly more complex and effective Best Management Practices (BMPs) if exceedances of pollutants are found in the receiving waters. This is referred to as the iterative management approach.

The issue at the core of the RWL language is also central to ongoing litigation. On July 13, 2011, the Ninth Circuit Court of Appeals in NRDC v. County of Los Angeles/LA County Flood Control District found the defendants had caused or contributed to an exceedance of a water quality standard and therefore violated the Receiving Water Limitations, irrespective of the application of the iterative process. The U.S. Supreme Court is scheduled to hear the case in December 2012. Given that the ruling in the case could clarify the scope of this permit, the Regional Board should not be adopting a new permit while there is uncertainty over it. The decision will have an impact on all NPDES permits in the United States.

In addition, under RWL language in the Draft MS4 Permit, the City will need to direct its resources to any and all pollutants that may cause or contribute to exceedances of water quality standards in addition to the TMDL pollutants to which it is subject. Based on a review of other municipal outfall monitoring results in the State, there will be occasional exceedances of other non-TMDL pollutants (e.g. copper, selenium, etc.). These exceedances may only occur once every 10 storms, but according to the current RWL proposal, the City must address these exceedances with the same priority as the TMDL pollutants. This is unreasonable and ineffective use of limited municipal resources.

The City requested that the RWL language be modified to allow for the integrated approach (iterative/adaptive management) to address numerous TMDLs and non-TMDL water quality problems within the watershed based program. The City submitted the RWL language that was drafted by the California Stormwater Quality Association (Exhibit B) to replace that in the Draft MS4 Permit.

Permit Constitutes an Unconstitutional Unfunded Mandate

The Permit contains mandates imposed at the Regional Board's discretion that are unfunded and go beyond the specific requirements of either the Clean Water Act or EPA's regulations implementing the Clean Water Act, and thus exceed the "Maximum Extent Practicable" (MEP) standard. Accordingly, these aspects of the Permit constitute non-federal, state mandates. Furthermore, despite the assumptions of Regional Board staff and environmental groups, a city does not have sufficient funding on hand or available to it for Permit implementation.

There appears to be an underlying assumption by the Regional Board staff that Los Angeles County's proposed *Water Quality Funding Initiative* will cover the costs of implementation of the individual permits and watershed groups.

The initiative charges a parcel fee to each property owner (including businesses and government properties) in LA County depending on their impermeable (or hardscaped) area. It is estimated that the average residential property will be charged \$54 annually. The revenue from the

initiative would be distributed to cities, watershed groups, and the County for storm water compliance costs. Covina's local return is estimated to be \$750,000 annually. Covina would also have additional resources available from the allocation to the Upper San Gabriel River WAG, estimated to be \$18 million annually. As a property owner, the City would incur stormwater fees estimated at \$30,000 per year. (Source: Los Angeles County Department of Public Works).

The ordinance for the Initiative lists a broad number of activities that may be funded from the fee. Among these are stormwater/urban runoff prevention, cleanup, monitoring, consultant fees, public outreach, studies and investigations, NPDES permit costs, and regional and municipal project costs. Costs of any defense or litigation activities, violations, or fines are expressly excluded.

However, the likelihood of the initiative passing and the timeline for disbursement of funds to cities if the initiative does pass do not alleviate the cities' concerns about the permit costs. The initiative would have to successfully pass a majority protest hearing in December 2012 and a property ballot vote in March 2013. Even if it passes, LA County Flood Control District staff estimates that the earliest disbursement of funds would be the first quarter of 2014.

Regional Board staff and environmental groups also assume that cities have the requisite authority to levy fees, and fees of a sufficient quantity, to pay for the sizeable cost of compliance with the Permit. Given voter approval requirements, this is a faulty assumption. The extensive unfunded mandates being inserted into the Draft MS4 Permit go well beyond Federal law and State Board policy and precedents.

Liability for Exceedances

The Draft MS4 Permit states, "Permittees with co-mingled MS4 discharges are jointly responsible for meeting the water quality-based effluent limitations and receiving water limitations assigned to MS4 discharges in this Order." It also states, "this Order allows a Permittee to clarify and distinguish their individual contributions and demonstrate that its MS4 discharge did not cause or contribute to exceedances of applicable water quality-based effluent limitations and/or receiving water limitations," thus allowing a permittee to "prove" its innocence.

For receiving water body exceedances, the Permit should specify that the burden is on the Regional Board to show that any permittee's discharge caused or contributed to that exceedance. Requiring permittees to prove they did not cause or contribute an exceedance is both inequitable and unlawful and may also be impossible if monitoring data for the time period or location is not available. Permittees should not be required to prove they did not do something when the Regional Board has failed to show that contamination is attributable to a particular permittee's actions.

Timeline

The Draft MS4 Permit allows cities only one year to develop a comprehensive watershed management program. This is insufficient time to organize the watershed cities and other agencies, develop cooperative agreements, initiate the studies, calibrate and run the models based on relevant data, draft the plans, and obtain necessary approvals from political bodies. It will

require at least 24 months to develop a draft plan that is comprehensive, analytically supported, and implementable.

For these reasons, staff recommends that the City file an administrative petition challenging the Draft MS4 Permit if adopted by the Regional Board on October 4 and 5 with the noted provisions.

RELEVANCE TO THE STRATEGIC PLAN

The adoption of the Draft MS4 Permit as circulated would impose significant new and expanded mandates on the City of Covina related to stormwater pollution prevention and would expose the City to third party litigation from non-governmental organizations. Authorizing City staff to take the specified actions would, therefore, protect the City's financial stability and support its efforts to become environmentally sustainable community through cost-effective, prioritized actions.

EXHIBITS

- A. Significant Changes Proposed in the Draft LA County MS4 Permit
- B. Draft Language for Receiving Water Limitation Provision

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

EXHIBIT A:
SIGNIFICANT CHANGES PROPOSED IN THE DRAFT LA COUNTY MS4 PERMIT

The Draft MS4 Permit changes several key elements of the LA County MS4 permit: it replaces the permit governance structure, incorporates TMDLs, expands the core stormwater management program requirements, and imposes significant monitoring requirements – all with substantial costs and funding requirements and short decision and implementation timelines.

The list below highlights some of the provisions that would impose substantial changes and expanded requirements on permittees. Additional issues and costs may arise during the implementation and enforcement of the permit if adopted as drafted.

PERMIT STRUCTURE

- Changes from a single permit under which all the permittees are assigned uniform requirements, with additional requirements for the Principal Permittee to single permit with some sections devoted to universal requirements for all permittees and others devoted to requirements specific to each major Watershed Management Area (WMA), which would include TMDL Implementation Provisions. There is no longer a Principal Permittee, so copermitees will have responsibility for items previously handled by the County, primarily in the areas of monitoring, public outreach and participation and coordination.
- A permittee can choose whether it wants to join a Watershed Area Group (WAG), but it must do so in order to be able to use the “adaptive management process” that is only available to WAG participating permittees. A permittee has two options:
 - Got it alone and comply with prescriptive permit conditions for the various program elements.
 - Join a WAG, which will afford the permittee the flexibility to prioritize and modify program elements. This approach may provide savings as a result of combined resources but may also require additional resources for participation.
- The WAG structure is likely to pose governance challenges and will require a significant change in the way that permittees currently operate stormwater programs. The initial pooling of resources and leadership efforts required to get the WAGs started will pose yet another layer of work for city staffs that will be busy working on implementation of the other permit programs.

RECEIVING WATER LIMITATIONS LANGUAGE

- The proposed RWL language changes the “exceedance” determinant from water quality standards and objectives to receiving water limitations, thereby increasing the stringency of the requirement. The tentative order RWL version reads: “Discharges from the MS4 that cause or contribute to the violation of receiving water limitations are prohibited”, which puts most permittees immediately out of compliance and exposes them to third party litigation.

TOTAL MAXIMUM DAILY LOADS (TMDLS)

- The Draft MS4 Permit expresses the final TMDL waste load allocations (WLAs) as numeric water quality-based effluent limits. WLAs should be incorporated using a BMP-based approach that includes an iterative approach to attain the WLAs and provides flexibility to the Permittees to address the complexities of addressing multiple TMDLs within a watershed. The best mechanism to achieve water quality standards is by implementing BMPs, evaluating their effectiveness and implementing additional BMPs as necessary to meet TMDL WLAs. Without this process, and due to the requirement in the Draft MS4 Permit to meet numeric values, a city's ability to effectively implement BMPs is hampered by the legal issues associated with permit compliance.
- The Draft fails to specify that permittee compliance options for WLAs include all of the following:
 - End-of-pipe (outfall)
 - Receiving water (river, creek, ocean)
 - Implementation of BMPs that provides reasonable assurance that WLAs are met.
- Will result in major TMDL compliance costs. Covina drains into the San Gabriel River and is subject to the San Gabriel River metals (copper and selenium) Total Maximum Daily Loads (TMDLs). The cost to comply with the metals TMDL (based on cost data for treating other pollutants), is expected to be about \$500,000 per square mile per year over a 15 year period, or \$3.5 million per year based on Covina's 7 square miles.

CORE PROGRAMS

Requires permittees to implement the six programs found in the existing permit. However, these "minimum control measures" (MCM) or "core programs" are expanded significantly as noted below.

1. Development Construction Program
2. Planning and Land Development Program
3. Public Agency Activities Program
4. Industrial/Commercial Facilities Control
5. Public Information and Participation Program
6. Illicit Connections and Illicit Discharges Detection and Elimination Program

Development Construction Program

- Expands coverage of construction to sites less than 1 acre.
- Shifts much of the State responsibilities regarding the State's General Construction Permit to cities.
- Requires at least monthly inspections for construction sites with 1 acre or more of soil disturbance and inspections prior to land disturbance, during active construction, and final landscaping.

Planning and Land Development Program

- Reflects fundamental shift from the implementation of structural control measures to Low Impact Development (LID).

- Requires permittees to adopt an ordinance requiring LID, which requires the infiltration and increased filtration of stormwater runoff onsite, for all new projects.
- Lowers threshold requirements for New Development projects:
 - Commercial lowered from 100,000 SF to 10,000 SF impervious cover.
 - All development ≥ 1 acre of disturbed area adding over 10,000 SF of impervious cover.
- Requires permittees to track SUSMP BMPs (infiltration systems, structural devices and practices to reduce pollution installed in development projects as required by the MS4 permit).
- Requires annual inspection of City-owned BMPs.
- Requires privately-owned sites with SUSMP to submit annual reports to the City.
- Requires enhanced tracking and inspection of stormwater pollution prevention efforts will have to be initiated by the City for all projects.
- Provides detail specifications for biofiltration and bioretention BMPs. It is more appropriate to establish the performance standard for the BMP and to allow the MS4 to develop design specifications to meet the standard.
- Specifies prioritized list for BMP selection:
 - Onsite infiltration, bioretention, and/or rainfall harvest and use, or offsite groundwater replenishment.
 - Onsite biofiltration (underdrain) or offsite retrofit.
- Requires the site project design to retain stormwater for whichever is greater, thus requiring the project engineer to calculate both:
 - 0.75 inch, 24-hour rain event, or
 - 85th percentile, 24-hour runoff event.
- Allows project that is unable to retain the design storm volume an alternative compliance option, but that alternative would saddle project owners with numerous legal, technical and operational issues and onsite treatment would still be required.

Public Agency Activities

- Expands public facility inventory requirement to all city-owned and operated sites.
- Specifies BMPs that be implemented at public facilities.
- Requires cities to identify LID retrofit opportunities in public right-of-ways.
- Requires implementation of Integrated Pest Management for parks and landscaping.
- Requires installation of trash excluders on all priority “A” catch basins owned by the City (82) and LA County catch basins within City limits (over 600) at City cost.

Public Information and Participation Program

- Allows program to be implemented individually, countywide or by a WAG.
- Requires maintenance of website.
- Requires residential and targeted retail outreach.

Illicit Connections and Discharges

- Requires cities to investigate illicit discharges within 72 hours of notification and the investigation of all illicit discharges.
- Requires development spill response plan.

MONITORING REQUIREMENTS

- Significantly expands monitoring requirements for dry and wet-weather, at outfalls as well as receiving waters.

TIMELINE

- Creates 12-month timeline to develop the Watershed Management and Monitoring Program (WMMP) that insufficient to allow the City to complete the required steps of determining whether to join a Watershed Management Group (WAG), establishing a governance structure, obtaining funding for WAG activities, signing an MOU with the WAG, and developing implementation and monitoring strategies.
- Requires the expanded MCMs to be implemented within 12 months of permit adoption.



EXHIBIT B:
DRAFT LANGUAGE FOR
RECEIVING WATER LIMITATION PROVISION

California Stormwater Quality Association
Dedicated to the Advancement of Stormwater Quality Management, Science and Regulation

February 21, 2012

Mr. Charles Hoppin, Chair
State Water Resources Control Board
P.O. Box 100
Sacramento, CA 95812-0100

Subject: Receiving Water Limitation Provision to Stormwater NPDES Permits

Dear Mr. Hoppin:

As a follow up to our December 16, 2011 letter to you and a subsequent January 25, 2012 conference call with Vice-Chair Ms. Spivy-Weber and Chief Deputy Director Jonathan Bishop, the California Stormwater Quality Association (CASQA) has developed draft language for the receiving water limitation provision found in stormwater municipal NPDES permits issued in California. This provision, poses significant challenges to our members given the recent 9th Circuit Court of Appeals decision that calls into question the relevance of the iterative process as the basis for addressing the water quality issues presented by wet weather urban runoff. As we have expressed to you and other Board Members on various occasions, CASQA believes that the existing receiving water limitations provisions found in most municipal permits needs to be modified to create a basis for compliance that provides sufficient rigor in the iterative process to ensure diligent progress in complying with water quality standards but also allows the municipality to operate in good faith with the iterative process without fear of unwarranted third party action. To that end, we have drafted the attached language in an effort to capture that intent. We ask that the Board give careful consideration to this language, and adopt it as 'model' language for use statewide.

Thank you for your consideration and we look forward to working with you and your staff on this important matter.

Yours Truly,

Richard Boon, Chair
California Stormwater Quality Association

cc: Frances Spivy-Weber, Vice-Chair – State Water Board
Tam Doduc, Board Member – State Water Board
Tom Howard, Executive Director – State Water Board
Jonathan Bishop, Chief Deputy Director – State Water Board
Alexis Strauss, Director – Water Division, EPA Region IX

CASQA Proposal for Receiving Water Limitation Provision

D. RECEIVING WATER LIMITATIONS

1. Except as provided in Parts D.3, D.4, and D.5 below, discharges from the MS4 for which a Permittee is responsible shall not cause or contribute to an exceedance of any applicable water quality standard.
2. Except as provided in Parts D.3, D.4 and D.5, discharges from the MS4 of storm water, or non-storm water, for which a Permittee is responsible, shall not cause a condition of nuisance.
3. In instances where discharges from the MS4 for which the permittee is responsible (1) causes or contributes to an exceedance of any applicable water quality standard or causes a condition of nuisance in the receiving water; (2) the receiving water is not subject to an approved TMDL that is in effect for the constituent(s) involved; and (3) the constituent(s) associated with the discharge is otherwise not specifically addressed by a provision of this Order, the Permittee shall comply with the following iterative procedure:
 - a. Submit a report to the State or Regional Water Board (as applicable) that:
 - i. Summarizes and evaluates water quality data associated with the pollutant of concern in the context of applicable water quality objectives including the magnitude and frequency of the exceedances.
 - ii. Includes a work plan to identify the sources of the constituents of concern (including those not associated with the MS4 to help inform Regional or State Water Board efforts to address such sources).
 - iii. Describes the strategy and schedule for implementing best management practices (BMPs) and other controls (including those that are currently being implemented) that will address the Permittee's sources of constituents that are causing or contributing to the exceedances of an applicable water quality standard or causing a condition of nuisance, and are reflective of the severity of the exceedances. The strategy shall demonstrate that the selection of BMPs will address the Permittee's sources of constituents and include a mechanism for tracking BMP implementation. The strategy shall provide for future refinement pending the results of the source identification work plan noted in D.3. ii above.
 - iv. Outlines, if necessary, additional monitoring to evaluate improvement in water quality and, if appropriate, special studies that will be undertaken to support future management decisions.
 - v. Includes a methodology (ies) that will assess the effectiveness of the BMPs to address the exceedances.
 - vi. This report may be submitted in conjunction with the Annual Report unless the State or Regional Water Board directs an earlier submittal.

- b. Submit any modifications to the report required by the State or Regional Water Board within 60 days of notification. The report is deemed approved within 60 days of its submission if no response is received from the State or Regional Water Board.
 - c. Implement the actions specified in the report in accordance with the acceptance or approval, including the implementation schedule and any modifications to this Order.
 - d. As long as the Permittee has complied with the procedure set forth above and is implementing the actions, the Permittee does not have to repeat the same procedure for continuing or recurring exceedances of the same receiving water limitations unless directed by the State Water Board or the Regional Water Board to develop additional BMPs.
4. For Receiving Water Limitations associated with waterbody-pollutant combinations addressed in an adopted TMDL that is in effect and that has been incorporated in this Order, the Permittees shall achieve compliance as outlined in Part XX (Total Maximum Daily Load Provisions) of this Order. For Receiving Water Limitations associated with waterbody-pollutant combinations on the CWA 303(d) list, which are not otherwise addressed by Part XX or other applicable pollutant-specific provision of this Order, the Permittees shall achieve compliance as outlined in Part D.3 of this Order.
5. If a Permittee is found to have discharges from its MS4 causing or contributing to an exceedance of an applicable water quality standard or causing a condition of nuisance in the receiving water, the Permittee shall be deemed in compliance with Parts D.1 and D.2 above, unless it fails to implement the requirements provided in Parts D.3 and D.4 or as otherwise covered by a provision of this order specifically addressing the constituent in question, as applicable.

CITY OF COVINA
AGENDA ITEM COMMENTARY

MEETING DATE: September 18, 2012

ITEM NO.: NB 2

STAFF SOURCE: Kalieh Honish, Interim Director of Public Works ~~✓~~
Alex Gonzalez, Assistant Director of Public Works
Kim Raney, Chief of Police
David Povero, Police Captain

ITEM TITLE: Prospero Park Enforcement Activities – Consideration of Rental Housing Ordinance

STAFF RECOMMENDATION

- 1) City Council receive and file this report on enforcement activities in the Prospero Park area by the Police Department and Code Enforcement; as well as
- 2) Schedule a workshop for City Council to review previously proposed **Ordinance No. 10-1980**, amending Title 5, Business Licenses and Regulations, pertaining to rental housing.

FISCAL IMPACT

As the recommended action provides only information, as well as that a workshop be scheduled by City Council for future consideration of a rental housing ordinance, the recommended action entails no fiscal impact.

BACKGROUND

The Prospero Park area is a high density residential area that routinely draws heavily on City resources. Over the years Police Department services have been shifted into this area to combat street crimes such as robberies and assaults, narcotic sales and gang activity. Police Department personnel have incorporated crime prevention programs such as DARE and Crime Free Multi-Housing programs in attempts to educate the residents, property managers and owners and improve the quality of life.

In recent years, as the nation's economic climate has moved into recessionary times, property conditions have gone unattended, deteriorated and property owners have lowered their standards in evaluating potential renters. As a result, crime levels have risen, calls for services to Police, Public Works and Code Enforcement have increased and quality of life continues to drop.

The Police Department in an attempt to adapt to the continual changes in the area, have modified their approach by including increased patrols, foot patrols, undercover law enforcement actions, parole and probation searches, covert surveillance and high risk search warrants. Police Department and Code Enforcement officers recognize that enforcement cannot be effective in our long term goals of problem solving in the Prospero Park area. Follow through is crucial and that is the reason that the Police Department is seeking an ordinance that will lay the foundation of

responsible owner/tenant residency. Accountability through the use of a City Prosecutor will provide the appropriate measures for City staff to monitor, mitigate and mandate property owners and tenants to comply with our goals.

At the September 4, 2012 City Council Meeting, Council directed staff to report back on recent efforts regarding enforcement efforts in the Prospero Park area of the City. The Mayor and Council further requested that a workshop be scheduled within 30 days of the September 18, 2012 meeting to present any proposed ordinances.

Update on Enforcement Efforts

During the month of August staff from the Police Department and Code Enforcement met twice to discuss combined efforts to respond to concerns in the Prospero Park area. In between meetings the Police Department executed a search warrant on some of the more problematic properties and coordinated information with Code Enforcement. Code Enforcement is following up by requesting voluntary inspections of some of the properties investigated, and if cooperation is not received Code Enforcement will pursue their own administrative search warrant.

Both Departments will use a “City Prosecutor” as an enforcement agent. The Police Department has engaged the services of Best, Best and Krieger (“BBK”) for their criminal enforcement. Code Enforcement already uses the services of Dapeer, Rosenblit and Litvak (“Dapeer”) as their prosecutor in administrative proceedings. Both firms and staff had a joint meeting to discuss the proposed areas of responsibility. BBK is moving forward to develop its role as a criminal City Prosecutor. Dapeer has already provided Public Works with draft changes to the Municipal Code to solidify the City’s legal position in enforcement actions, and improve cost recovery for extraordinary enforcement actions.

Proposed Rental Housing Ordinance

On July 23, 2012 the proposed Rental Housing Ordinance was presented to the Covina Citizen’s Finance Advisory Committee. The committee unanimously agreed that they supported the Rental Inspection Ordinance and that a Business License update should be presented to City Council. The Ordinance has also been previously discussed with and endorsed by the Prospero Park Apartment Owners’ Association.

The current City Business License functions as a tax, and as such does not currently provide for any inspection or regulatory authority as written. The proposed Ordinance was created to address concerns that rental properties, both apartment complexes and those in single family neighborhoods, are not being maintained in a manner acceptable to the norms of the individual neighborhoods or with regard to the general health, welfare and safety of the community at large.

On average, the problems seem to be most extreme when involving absentee landlords. Of all repeat violators, 64% are estimated to be non-owner occupied properties. However, apartment buildings are not the only problem. Single family homes are four times (4x) as likely to be repeat offenders as multi-family properties.

The proposed ordinance was developed to address these concerns and received first reading and introduction at the City Council meeting of March 2, 2010, subsequently reintroduced May 3, 2011. We would again like to bring it back for a closer examination and review.

RELEVANCE TO THE STRATEGIC PLAN:

The rental housing ordinance is directly responsive to the objective: "Present to the City Council for consideration an ordinance regulating non-owner occupied rental properties" under the Goal Enhance safety and quality of life in Covina.

Additionally, the combined enforcement efforts detailed above strive to enhance the safety and stability of the community, in a manner that is fiscally responsible. In this way, while not directly responsive to any of the currently identified objectives of the Strategic Plan the background activities which are reported on herein support several of the specific Strategic Plan's Goals, as follows: Improve and promote customer service; Enhance financial stability; and Provide efficient, visible and responsive public safety.

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