



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, February 5, 2013

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 **February 5, 2013** meeting was posted on **January 31, 2013** 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.

February 5, 2013

**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 NEGOTIATORS
Agency representative: Anthony Arroyo, Human Resources Director
Employee Organizations: A.F.S.C.M.E. – American Federation of State, County & Municipal Employees
P.A.C. – Police Association of Covina
P.M.G. – Police Management Group
Executive Group
Unaffiliated Employees

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 Council Member Delach

INVOCATION

Led by Covina Police Chaplain Dave Truax

PRESENTATIONS

Recognition: Participants of the Miss Covina Pageant and Miss Covina Valley Pageant

Presentation: Radisson Suites Hotel

Presentation: Forest Lawn

Presentation: David Turch & Associates

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 January 15, 2013 regular meeting of the City Council/Successor Agency to the Covina Redevelopment Agency/Public Finance Authority/Housing Authority.
- CC 2. City Council to approve Payment of Demands in the amount of 4,726,413.81.
- CC 3. Successor Agency to the Covina Redevelopment Agency to approve Payment of Demands in the amount of \$372,886.32.
- CC 4. City Council to approve the renewal of an operating services agreement with Major League Softball, Inc., for adult softball programming services with the Parks and Recreation Department.
- CC 5. City Council to approve the renewal of a facility use agreement with AYSO-Region 602 and Covina Baseball Association.
- CC 6. City Council to approve a professional services agreement with Van Dam Engineering for the design of Cougar Park, Project #M-1204.
- CC 7. City Council to adopt **Resolution No. 13-7128**, to amend the City of Covina Parks and Recreation Department's fiscal year 2012-2013 operating budget.
- CC 8. City Council to adopt **Resolution No. 13-7129**, to accept funding from the State of California Department of Alcoholic Beverage Control and to adopt **Resolution No. 13-7130**, to authorize an increase to the Police Department 2012-2013 budget.
- CC 9. City Council to award a bid for Water Main Replacement at Hollenbeck Avenue and Front Street, Project No. W-1207.
- CC 10. City Council to approve and acceptance of Road Deed for alley widening purposes, 130 East Dexter Street.
- CC 11. City Council to receive and file a report regarding a donation from Master Wan Ko Yee International Cultural Institute.
- CC 12. City Council to receive and file the water utility billing and automated meter reading projects quarterly status update.
- CC 13. City Council to approve City-County Cooperative Agreement for installation of a new traffic signal at joint jurisdiction on Cienega Avenue at Glendora Avenue within Los Angeles County.
- CC 14. Successor Agency of the Covina Redevelopment Agency to receive and file the Quarterly Report of the Treasurer for the quarter ended December 31, 2012.
- CC 15. City Council to receive and file the Quarterly Report of the Treasurer for the quarter ended December 31, 2012.

- CC 16.** City Council to adopt **Resolution No. 13-7126**, to amend fiscal year 2012-2013 Police Department budget to reflect an appropriation to perform landscape improvements to the police state and proposed police memorial.
- CC 17.** City Council to approve an amended and restated employment agreement for city manager services to June 30, 2014 and adopt **Resolution No. 13-7131**, to amend fiscal year 2012-2013 City Manager's Department budget.
- CC 18.** City Council to approve a food service agreement between the County of Los Angeles and the City of Covina.

CONTINUED BUSINESS

- CB 1.** City Council to hold second reading and adopt an Ordinance to adopt revised administrative citation regulations by repealing Chapter 1.26 and adopting a new Chapter 1.26 of the Covina Municipal Code.

Staff Recommendation:

- 1) That the City Council hold second reading and adopt **Ordinance No. 12-2015**, adopting revised administrative citation regulations by repealing Chapter 1.26 ("Community Improvement and Administrative Citations") and adopting a New Chapter 1.26 ("Administrative Citations") in Title 1 ("General Provisions") of the Covina Municipal Code.

- CB 2.** City Council to hold second reading and adopt an Ordinance to adopt revised and new regulations for Chapter 1.28 of Title 1 of the Covina Municipal Code.

Staff Recommendation:

- 1) That the City Council hold second reading and adopt **Ordinance No. 12-2016**, adopting revised and new regulations for Chapter 1.28 ("Enforcement") of Title 1 ("General Provisions") of the Covina Municipal Code.

- CB 3.** City Council to hold second reading and adopt an Ordinance to modify and enhance regulations related to public nuisances by repealing Chapter 8.40 and adopting a new Chapter 8.40 of the Covina Municipal Code.

Staff Recommendation:

- 1) That the City Council hold second reading and adopt **Ordinance No. 12-2017**, modifying and enhancing regulations relating to public nuisances by repealing Chapter 8.40 ("Abatement of Real Property Nuisances") and adopting a new Chapter 8.40 ("Public Nuisances") in Title 8 ("Health and Safety") of the Covina Municipal Code.

NEW BUSINESS

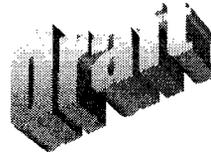
- NB 1.** City Council to introduce, hold first reading of an Ordinance to repeal Chapter 17.59 of Title 17 of the Covina Municipal Code

Staff Recommendation:

- 1) City Council to introduce, hold first reading by title only, and waive further reading of **Ordinance No. 13-2018**, repealing Chapter 17.59 ("Maintenance of Real Property") of Title 17 ("Zoning") of the Covina Municipal Code.

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, February 19, 2013** 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 JANUARY 15, 2013 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 6:32 p.m., with Council Member Delach and Mayor Pro Tem Allen absent. City Attorney Marco Martinez announced the closed session items listed on the regular meeting agenda. There was no public comment.

ROLL CALL

Council Members Present: KING, LOW, STAPLETON

Council Members Absent: ALLEN, DELACH (both with notice)

Elected Members Present: MANNING

Staff Members Present: City Manager Parrish, City Attorney Martinez, Human Resources Director Arroyo, Finance Director De Alwis, Interim Director of Public Works Honish, Assistant Public Works Director Gonzalez, Police Captain Povero, Assistant to the City Manager Brancheau, Risk Manager Klymkiw, Sr. Human Resources Analyst Marquez, Business License Technician Painter, Executive Assistant Walczak, Literacy Coordinator Jimenez, City Planner Williams and Sr. Deputy City Clerk LaCroix

AGENDA POSTING DECLARATION

The Sr. Deputy City Clerk of the City of Covina hereby declared that the agenda for the January 15, 2013, City Council/Successor Agency to the Covina Redevelopment Agency/Public Finance Authority/Housing Authority meeting was posted on January 10, 2013 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 NEGOTIATORS

Agency representative: Anthony Arroyo, Human Resources Director
Employee Organizations: A.F.S.C.M.E – American Federation of State, County & Municipal Employees
P.A.C – Police Association of Covina
P.M.G – Police Management Group
Executive Group
Unaffiliated Employees

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

Name of Case: Anthony Encinas v. City of Covina

Case No.: KC064837

RECONVENE THE MEETING

The City Council/Successor Agency to the Covina Redevelopment Agency/Public Finance Authority/Housing Authority meeting reconvened at 7:30 p.m., with Council Member Delach and Mayor Pro Tem Allen absent.

City Attorney Marco Martinez reported that the City Council/Agency/Authority met in closed session to discuss the items listed on the regular meeting agenda. There is no reportable action related to closed session item A. City Attorney Martinez reported that City Council approved a tolling agreement for closed session item B.

PLEDGE OF ALLEGIANCE

Covina Police Chaplain David Truax led the pledge of allegiance.

INVOCATION

Rebroadcast of the October 18, 2012 meeting with the late Covina Police Chaplain Jerry Gunderson leading the invocation.

PRESENTATIONS

Mayor Stapleton invited Covina Vikings Football Coach John Argo and players from the Covina Viking Junior Pee Wee Football division to the lectern. Mayor Stapleton recognized the team for taking league Championship in their division for the second year in a row.

Council Member King spoke about the two awards the City received on December 12, 2012 at the San Gabriel Energywise Partnership luncheon. This year the City received the Engagement Award and the Energy Leader Model Silver Status.

PUBLIC COMMENTS

Adina Silva, Covina Coalition for Change of the National Council on Alcoholism and Drug Dependence, spoke regarding a community kick-off meeting and reaching out to the community about the reduction of youth substance abuse.

Mercedes Garrett, Covina resident, expressed a concern regarding holes cut in the chain-link fence that safeguards the wash area, which runs through the Prospero Park neighborhood. Ms. Garrett expressed safety concerns about people walking from the wash onto public property. Ms. Garrett requested feedback about improving the chain-link fence.

Michael Touhey, Secretary/Treasurer Director of the Upper San Gabriel Valley Municipal Water District spoke regarding the opportunity to bring reclaimed water to the City.

Tricia Gray of Pacific Clinics spoke regarding a Peer Engagement Project program and the Hope Drop In Center for transitional youth between the ages 16-25. The program assists with housing, employment, food, clothing and transportation.

Dora Gomez of Covina Assembly of God Church spoke about their new non-profit group called Project 29:11. Ms. Gomez thanked the Council and Staff for supporting their Community Christmas Party held on December 15, 2012.

Frances Mitchell, unincorporated Covina resident, spoke regarding a request to use CDBG funds for needed street repairs on Lark Ellen Lane.

COUNCIL/AGENCY/AUTHORITY COMMENTS

Mayor Stapleton announced the following:

- The Covina Public Library will feature an educational display honoring the life of Dr. Martin Luther King, Jr. and various activities during February for Black History Month.
- The 2013 Miss Covina Pageant will take place on Saturday, January 26, 2013 at Covina United Methodist Church at 6:00 p.m. Tickets are available at the door for \$20.
- Covina Chamber of Commerce will host the 103rd Annual Installation Dinner on Thursday, January 24, 2013. Congratulations to Linda Logan, Citizen of the Year and Andy McIntyre, incoming Chairman.

Mayor Stapleton requested to adjourn the meeting in memory of Stacy Scogin, former Finance Department employee; Rose Kirkwood, a 106-year-old woman that lived in Covina; and Chaplin Edward “Jerry” Gunderson who had been a Chaplain with the Police Department since 1993.

CITY MANAGER COMMENTS

City Manager Daryl Parrish requested to move Consent Calendar item CC6 to the February 5, 2013 City Council meeting.

CONSENT CALENDAR

On a motion made by Council Member Low, seconded by Council Member King, the City Council/Successor Agency to the Covina Redevelopment Agency/Public Finance Authority/Housing Authority approved Consent Calendar items CC1, CC2, CC3, CC4 and CC5. Consent Calendar item CC6 was removed from the agenda. **Motion carried 3-0, with Mayor Pro Tem Allen and Council Member Delach absent.**

- CC 1.** City Council approved the minutes from the December 18, 2012 regular meeting of the City Council/Successor Agency to the Covina Redevelopment Agency/Public Finance Authority/Housing Authority.
- CC 2.** City Council awarded a bid to A and B Electric as the lowest responsive, responsible bidder for electrical service and panel replacement for Forestdale Reservoir Site, Project No. W-1201.

- CC 3. City Council received and filed the Public Works department Monthly Activity Report.
- CC 4. City Council approved a salary adjustment for Building Maintenance Worker.
- CC 5. City Council authorized the City Manager and the City Attorney to negotiate a professional Services Contract with Municipal Auditing Services for business license audits; and adopted **Resolution No. 13-7127**, authorizing the consultant to access data in State Board of Equalization.

CONSENT CALENDAR ITEMS REMOVED FROM THE AGENDA

On a motion made by Mayor Stapleton, seconded by Council Member King, the Council/Agency/Authority continued Consent Calendar Item CC6 to February 5, 2013. **Motion carried 3-0, with Mayor Pro Tem Allen and Council Member Delach absent.**

- CC 6. City Council to approve an amended and restated employment agreement for city manager services. *Consent Calendar Item CC6 was removed from the agenda.*

PUBLIC HEARING

- PH 2. Public hearing was before City Council to review and approve the Fiscal Year 2013-2014 Community Development Block Grant (CDBG) program budget.

At 8:22 p.m., Mayor Stapleton opened the public hearing and took public testimony.

Mayor Stapleton noted that Frances Mitchell's remarks made under Public Comments would be included under Public Hearing Item PH2.

City Manager Daryl Parrish gave a brief report.

Mayor Stapleton inquired, and City Manager Parrish responded, that staff is making the recommendations as the Housing and Community Development Advisory Committee did not have a quorum at their last meeting.

Council Member Low expressed reservations about using the economic development grant funds to provide training for endless jobs.

Council Member King inquired, and City Manager Parrish, explained the request to use CDBG funds to repave Lark Ellen Lane was not considered because the street is not within the jurisdictional boundaries of the City.

At 8:33 p.m., Mayor Stapleton closed the public hearing.

On a motion made by Council Member King, seconded by Mayor Stapleton, the City Council approved the fiscal year 2013-2014 Community Development Block Grant program budget as recommended in Column C of the table on Exhibit A with the provision that allocations be adjusted based on the final allocation as determined by the Community Development Commission with a maximum of 15% of funding allocated for public service program; and authorized the City Manager or his designee to execute

documents related to the fiscal year 2013-2014 Community Development Block Grant.
Motion carried 2-1, with Council Member Low in opposition and Mayor Pro Tem Allen and Council Member Delach absent.

CONTINUED BUSINESS

- CB 1.** City Council to hold second reading and adopt an Ordinance to adopt revised administrative citation regulations by repealing Chapter 1.26 and adopting a new Chapter 1.26 of the Covina Municipal Code.

City Manager Parrish gave a brief report of the item and noted it was second reading.

Council Member Low stated he has a concern about the proposed ordinance and for issuing citations as the property owner is assumed to be guilty until they prove their innocence.

Council Member King stated he understood the proposed ordinance to allow time for the owner/resident to correct the violation.

On a motion made by Mayor Stapleton, seconded by Council Member King, the City Council continued the second reading of **Ordinance No. 12-2015** to February 5, 2013.
Motion carried 3-0, with Mayor Pro Tem Allen and Council Member Delach absent.

- CB 2.** City Council to hold second reading and adopt an Ordinance to adopt revised and new regulations for Chapter 1.28 of Title 1 of the Covina Municipal Code.

On a motion made by Mayor Stapleton, seconded by Council Member King, the City Council continued the second reading of **Ordinance No. 12-2016** to February 5, 2013.
Motion carried 3-0, with Mayor Pro Tem Allen and Council Member Delach absent.

- CB 3.** City Council to hold second reading and adopt an Ordinance to modify and enhance regulations related to public nuisances by repealing Chapter 8.40 and adopting a new Chapter 8.40 of the Covina Municipal Code.

On a motion made by Mayor Stapleton, seconded by Council Member King, the City Council continued the second reading of **Ordinance No. 12-2017**, to February 5, 2013.
Motion carried 3-0, with Mayor Pro Tem Allen and Council Member Delach absent.

NEW BUSINESS

- NB 1.** City Council to provide direction to staff in the event of a tie vote during the March 5, 2013 General Municipal Election.

On a motion made by Council Member Low, seconded by Council Member King, the city Council selected the first option; that candidates who have received tie votes would

appear before City Council at a set time and place to determine the tie vote "By Lot".
Motion carried 3-0, with Mayor Pro Tem Allen and Council Member Delach absent.

ADJOURNMENT

At 8:44 p.m., Mayor Stapleton adjourned the meeting in memory of Chaplin Edward "Jerry" Gunderson, Rose Kirkwood and Stacy Scogin to its next regular meeting of the Covina City Council/Successor Agency to the Covina Redevelopment Agency/Covina Public Finance Authority/Covina Housing Authority to be held on **Tuesday, February 5, 2013** 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

Approved this 5th day of February, 2013.

Mayor/Chairperson Stapleton

CITY OF COVINA
AGENDA ITEM COMMENTARY

MEETING DATE: February 5, 2013

ITEM NO. CC 2

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

ITEM TITLE: Payment of Demands

STAFF RECOMMENDATION:

Approve Payment of Demands in the amount of: **\$4,726,413.81**

BACKGROUND:

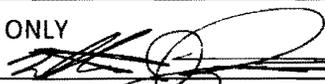
Attached list of warrants, demands, which are being presented for approval for November 2012 are summarized as follows:

<u>DATE OF DEMANDS</u>	<u>DEMAND NUMBERS</u>	<u>AMOUNT</u>
ACCOUNTS PAYABLE WARRANTS		
November, 2012	Checks 58024-58500	\$3,544,962.46
<u>PAYROLL</u>		
NOVEMBER 8, 2012	PAYROLL CHECKS & DIRECT DEPOSIT	\$585,777.40
NOVEMBER 22, 2012	PAYROLL CHECKS & DIRECT DEPOSIT	\$568,957.25
<u>VOIDS</u>		
November, 2012	VOIDS	
	287,289,402,1399,3136,	
	3137,3138,3140,3176,3247,	
	3498,3506,3518,3816,3825,	
	3830,3836,3837,54186	(580.69)
	57900	(2,360.00)
	54715	(58.00)
	57884	(1,416.00)
<u>WORKERS COMPENSATION</u>		
November 1, 2012	Week ending 10/31/12	\$1,827.01
November 8, 2012	Week ending 11/7/12	\$3,942.37
November 15, 2012	Week ending 11/14/12	\$7,330.32
November 26, 2012	Week ending 11/21/12	\$15,374.17
November 29, 2012	Week ending 11/28/12	\$2,657.52
	GRAND TOTAL:	\$4,726,413.81

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
NOVEMBER 2012

Check #	Check Date	Vendor	Name	Amount
58024	11/06/2012	14	A1 RENTALS	400.00
58025	11/06/2012	74	AGI ACADEMY	379.75
58026	11/06/2012	86	AKEY, MARJORIE	99.18
58027	11/06/2012	91	ALAS, NINA	98.00
58028	11/06/2012	113	ALL CITY MANAGE	5,104.80
58029	11/06/2012	219	AT&T	49.67
58030	11/06/2012	239	AUTOZONE INC	8.69
58031	11/06/2012	254	AZUSA LIGHT & W	2,642.41
58032	11/06/2012	260	B & K ELECTRIC	219.11
58033	11/06/2012	269	BAKER AND TAYLO	776.03
58034	11/06/2012	318	BELL BUILDING M	3,155.00
58035	11/06/2012	328	BENLO CO	21.70
58036	11/06/2012	345	BETHKE, BETTY J	122.50
58037	11/06/2012	3646	BLACK AND WHITE	153.74
58038	11/06/2012	380	BOOK WHOLESALER	701.00
58039	11/06/2012	423	BRUNSWICK COVIN	35.00
58040	11/06/2012	437	BURRO CANYON EN	140.00
58041	11/06/2012	457	CA PARKS AND RE	170.00
58042	11/06/2012	475	CALIBER POOL AN	1,450.00
58043	11/06/2012	494	CALLANDRILLO JR	238.00
58044	11/06/2012	536	CARQUEST AUTO P	77.91
58045	11/06/2012	568	CAT SPECIALTIES	543.75
58046	11/06/2012	579	CC BLUU ART	252.00
58047	11/06/2012	589	CELAYA, VERA FL	156.65
58048	11/06/2012	600	CERTIFIED UNDER	874.37
58049	11/06/2012	617	CHARTER OAK GYM	3,496.50
58050	11/06/2012	649	CINTAS CORP #69	172.82
58051	11/06/2012	495	COE, JACQUELYN	238.00
58052	11/06/2012	712	COMMUNITY BANK	19,445.80
58053	11/06/2012	3235	COOK, SHAWNA	974.96
58054	11/06/2012	740	CORBIN, CLARA	1,968.66
58055	11/06/2012	764	COVINA COLLISIO	309.82
58056	11/06/2012	777	COVINA RENTS	174.00
58057	11/06/2012	783	COVINA WATER &	172.74
58058	11/06/2012	829	CURLEY, JOHN	93.31
58059	11/06/2012	894	DF POLYGRAPH	150.00
58060	11/06/2012	962	EAST DISTRICT S	312.20
58061	11/06/2012	962	EAST DISTRICT S	12,123.00
58062	11/06/2012	970	EDISON CO	43,992.60
58063	11/06/2012	971	EDS AUTO PARTS	146.70
58064	11/06/2012	1011	ESCOBEDO, JOSEP	112.00
58065	11/06/2012	1027	EVANS, MICHAEL	2,600.00
58066	11/06/2012	1055	FEDEX	16.46

CITY OF COVINA
Check Register
NOVEMBER 2012

58067	11/06/2012	1134 GALE CENGAGE LE	98.46
58068	11/06/2012	1162 GAUMER, TREVOR	25.00
58069	11/06/2012	1180 GIAMMARCO, ANTH	517.50
58070	11/06/2012	1197 GLOBAL WATER MA	53,663.87
58071	11/06/2012	1198 GLOBALSTAR LLC	42.49
58072	11/06/2012	1204 GOLDEN STATE WA	121.81
58073	11/06/2012	1204 GOLDEN STATE WA	211.44
58074	11/06/2012	1215 GONZALES, RICHA	151.20
58075	11/06/2012	3251 HANSON INVESTIG	1,034.13
58076	11/06/2012	1352 HINDERLITER DEL	1,670.79
58077	11/06/2012	1364 HOME DEPOT	579.01
58078	11/06/2012	1394 HYDRO CONNECTIO	76.23
58079	11/06/2012	1426 INGERSOLL, SCOT	126.00
58080	11/06/2012	1429 INLAND EMPIRE S	1,572.50
58081	11/06/2012	1463 J.G. TUCKER AND	227.40
58082	11/06/2012	1486 JENSEN PRECAST	2,515.00
58083	11/06/2012	3654 JEREMIAH DONOVA	176.75
58084	11/06/2012	1597 KYLE, PATRICIA	418.90
58085	11/06/2012	1601 L3 COMMUNICATIO	119.75
58086	11/06/2012	1617 LA CNTY REGISTR	16.00
58087	11/06/2012	1638 LAM, LY CHOU	281.75
58088	11/06/2012	1644 LANDSCAPE STRUC	1,006.36
58089	11/06/2012	1656 LARSEN, MICHAEL	105.00
58090	11/06/2012	1663 LAW ENFORCEMENT	215.00
58091	11/06/2012	3190 LAYNE, JONATHAN	374.72
58092	11/06/2012	3209 LAYNE, SHARON	235.67
58093	11/06/2012	1694 LEWIS ENGRAVING	9.79
58094	11/06/2012	1696 LEWIS SAW AND L	289.45
58095	11/06/2012	1708 LIFE ASSIST INC	880.88
58096	11/06/2012	79 LOURDES MADRID-	224.58
58097	11/06/2012	1754 LOWE'S COMPANIE	13.95
58098	11/06/2012	1758 LUQUE, OSCAR	106.00
58099	11/06/2012	1788 MAMMOTH AUDIO S	1,825.00
58100	11/06/2012	3207 MARCHILLO, LUAN	56.00
58101	11/06/2012	3672 MARY JOCELYN A	210.00
58102	11/06/2012	1852 MCGARD	399.50
58103	11/06/2012	1858 MCMASTER CARR S	102.47
58104	11/06/2012	1868 MEDINA, MARIA	385.00
58105	11/06/2012	1924 MILLERS & ISHAM	302.22
58106	11/06/2012	1933 MISSION LINEN S	287.61
58107	11/06/2012	3236 MUNOZ, VINCENT	322.00
58108	11/06/2012	2061 NEWPORT FARMS I	199.85
58109	11/06/2012	2082 NORTHERN TOOL &	89.00
58110	11/06/2012	2104 OFFICE DEPOT	18.30

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58111	11/06/2012	99999 STEVE SWARTWOOD	24.00
58112	11/06/2012	3533 Owen Masonry	2,100.00
58113	11/06/2012	2189 PARADA, MIGUEL	959.09
58114	11/06/2012	2224 PENINSULA LIBRA	150.00
58115	11/06/2012	2296 PRECIADO, OSWAL	161.37
58116	11/06/2012	3694 PUPPETS & PLAYE	475.00
58117	11/06/2012	2345 QUILL	36.50
58118	11/06/2012	2382 RANGEL, YADIRA	588.00
58119	11/06/2012	2405 REGENTS OF UNIV	455.00
58120	11/06/2012	2415 REPUBLIC MASTER	274.21
58121	11/06/2012	2434 RICE/ENGLANDER	3,000.00
58122	11/06/2012	3655 ROBERT WONG	210.44
58123	11/06/2012	2519 SALAMONE, KIMBE	220.50
58124	11/06/2012	3653 SARAH HSU	91.00
58125	11/06/2012	2607 SERESINGHE, AJI	1,100.00
58126	11/06/2012	2612 SEVOLD, CHERYL	396.08
58127	11/06/2012	2619 SGV EXAMINER	54.44
58128	11/06/2012	2676 SMART AND FINAL	538.23
58129	11/06/2012	2691 SNIDER & ASSOCI	3,062.49
58130	11/06/2012	2692 SNIDER EDUCATIO	1,315.23
58131	11/06/2012	2714 SOUTHERN CA GAS	880.67
58132	11/06/2012	2737 STAPLES INC	453.23
58133	11/06/2012	3611 STYLZ DANCE STU	379.70
58134	11/06/2012	2781 SURETECK INDUST	3,997.53
58135	11/06/2012	2818 TAVANNA	239.75
58136	11/06/2012	2846 THOMAS, TERRI	1,367.93
58137	11/06/2012	2855 TIME WARNER CAB	145.12
58138	11/06/2012	2901 TRIFYTT SPORTS	3,037.50
58139	11/06/2012	2907 TRUGREEN LANDSC	8,772.49
58140	11/06/2012	2913 TT TECHNOLOGIES	167.11
58141	11/06/2012	2935 UNDERGROUND SER	121.50
58142	11/06/2012	2945 UNITED TRAFFIC	442.94
58143	11/06/2012	2958 US POSTMASTER	836.66
58144	11/06/2012	3650 VASILJ INC	369,470.20
58145	11/06/2012	3234 VELARDE-KUBANIK	147.00
58146	11/06/2012	2999 VERIZON CALIFOR	68.99
58147	11/06/2012	3010 VILLARREAL, TIF	392.00
58148	11/06/2012	3023 VULCAN MATERIAL	2,001.17
58149	11/06/2012	3187 WAGONER, PAMELA	270.67
58150	11/06/2012	3026 WAKAYAMA, ASHLE	0.00
58151	11/06/2012	3028 WALCZAK, MARY L	6.39
58152	11/06/2012	3043 WARREN DISTRIBU	42.59
58153	11/06/2012	3077 WEST LITE SUPPL	97.82
58154	11/06/2012	3082 WESTERN WATER W	448.93

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58155	11/06/2012	3138 YAP, ALBERTO	196.70
58156	11/13/2012	68 AFLAC ACCT# YQ7	3,278.59
58157	11/13/2012	68 AFLAC ACCT# YQ7	28.00
58158	11/13/2012	69 AFSCME	940.00
58159	11/13/2012	487 CalPERS	59,862.67
58160	11/13/2012	775 COVINA POLICE A	4,110.00
58161	11/13/2012	789 COVINA-FSA, CIT	1,770.00
58162	11/13/2012	819 CSAC-EIA	4,449.47
58163	11/13/2012	819 CSAC-EIA	1,522.96
58164	11/13/2012	878 DELTA DENTAL OF	7,002.60
58165	11/13/2012	1106 FRANCHISE TAX B	210.00
58166	11/13/2012	1247 GREAT WEST LIFE	4,947.50
58167	11/13/2012	1307 HARTFORD LIFE I	9.67
58168	11/13/2012	1405 ICMA RETIREMENT	5,423.91
58169	11/13/2012	1405 ICMA RETIREMENT	845.47
58170	11/13/2012	2033 NATIONWIDE RETI	3,057.88
58171	11/13/2012	3685 PARS US BANK	210.00
58172	11/13/2012	3685 PARS US BANK	1,712.58
58173	11/13/2012	2234 PERS	124,154.51
58174	11/13/2012	2235 PERS LONG TERM	252.92
58175	11/13/2012	2946 UNITED WAY OF G	17.50
58176	11/13/2012	3014 VISION SERVICE	521.13
58177	11/13/2012	3045 WASHINGTON NATI	250.99
58178	11/13/2012	3 12 MILES OUT.CO	1,200.00
58179	11/13/2012	3645 1ST ENTERPRISE	79,533.75
58180	11/13/2012	13 A-1 POWER SWEEP	600.00
58181	11/13/2012	14 A1 RENTALS	216.00
58182	11/13/2012	26 ABSOLUTE SECURI	5,829.20
58183	11/13/2012	50 ADVANCED	1,430.10
58184	11/13/2012	52 ADVANCED GRAPHI	146.30
58185	11/13/2012	68 AFLAC ACCT# YQ7	142.92
58186	11/13/2012	69 AFSCME	80.00
58187	11/13/2012	3162 AMERICAN BUS MA	305.59
58188	11/13/2012	3628 AMERICAN PERSPE	11,915.25
58189	11/13/2012	160 AMERICAN WEST C	75.00
58190	11/13/2012	219 AT&T	358.58
58191	11/13/2012	251 AYRES HOTEL	104.19
58192	11/13/2012	251 AYRES HOTEL	104.19
58193	11/13/2012	260 B & K ELECTRIC	53.74
58194	11/13/2012	269 BAKER AND TAYLO	126.67
58195	11/13/2012	283 BANK OF THE WES	11,498.64
58196	11/13/2012	351 BIG ENTERPRISES	1,500.00
58197	11/13/2012	380 BOOK WHOLESALER	106.52
58198	11/13/2012	411 BRODART CO	24.34

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58199	11/13/2012	477 CALIF, STATE OF	8,689.00
58200	11/13/2012	600 CERTIFIED UNDER	65.24
58201	11/13/2012	615 CHARLES E THOMA	793.50
58202	11/13/2012	3717 CHEROKEE PRODUC	295.00
58203	11/13/2012	3717 CHEROKEE PRODUC	295.00
58204	11/13/2012	638 CHINESE DAILY N	180.00
58205	11/13/2012	649 CINTAS CORP #69	172.82
58206	11/13/2012	654 CITRUS CAR WASH	303.45
58207	11/13/2012	730 CONTEMPORARY IN	12.00
58208	11/13/2012	761 COVINA CENTER F	812.50
58209	11/13/2012	771 COVINA IRRIGATI	248,297.50
58210	11/13/2012	777 COVINA RENTS	208.00
58211	11/13/2012	783 COVINA WATER &	302.89
58212	11/13/2012	788 COVINA, CITY OF	226.63
58213	11/13/2012	792 CPOA	90.00
58214	11/13/2012	792 CPOA	90.00
58215	11/13/2012	3702 CRYSTAL GOINS	112.00
58216	11/13/2012	849 DAPEER ROSENBLI	2,496.75
58217	11/13/2012	862 DE ALWIS, DILU	230.00
58218	11/13/2012	878 DELTA DENTAL OF	530.50
58219	11/13/2012	880 DEMCO INC	381.43
58220	11/13/2012	970 EDISON CO	40,017.67
58221	11/13/2012	971 EDS AUTO PARTS	25.99
58222	11/13/2012	1089 FOOTHILL PRESBY	2,521.78
58223	11/13/2012	1156 GAS COMPANY, TH	27.61
58224	11/13/2012	1165 GAYLORD BROS IN	35.15
58225	11/13/2012	1203 GOLDEN STATE OV	38.59
58226	11/13/2012	1235 GRAINGER	515.76
58227	11/13/2012	3669 HAMILTON & ASSO	3,010.50
58228	11/13/2012	1339 HERNDON RECOGNI	461.55
58229	11/13/2012	1364 HOME DEPOT	227.91
58230	11/13/2012	1389 HUNTINGTON COUR	572.30
58231	11/13/2012	1428 INGRAM DIST GRO	120.69
58232	11/13/2012	1429 INLAND EMPIRE S	900.50
58233	11/13/2012	1441 INTERSTATE BATT	336.62
58234	11/13/2012	3659 JMDIAZ	1,855.00
58235	11/13/2012	1547 KELLY PAPER CO	127.93
58236	11/13/2012	1561 KEYSTONE UNIFOR	130.34
58237	11/13/2012	1571 KING BOLT CO	55.34
58238	11/13/2012	3721 KRIZIA N VIRBIA	175.50
58239	11/13/2012	1614 LA CNTY FIRE DE	646,065.84
58240	11/13/2012	1650 LARA, LAURA	166.00
58241	11/13/2012	1704 LIBRARY STORE	53.08
58242	11/13/2012	1778 MADRID, VICKI	20.00

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58243	11/13/2012	1807 MARQUEZ, RAY	38.50
58244	11/13/2012	1924 MILLERS & ISHAM	546.83
58245	11/13/2012	1933 MISSION LINEN S	117.25
58246	11/13/2012	3563 NEWEGG INC	24.64
58247	11/13/2012	2061 NEWPORT FARMS I	1,095.08
58248	11/13/2012	2084 NOTTI, PAMELA S	49.00
58249	11/13/2012	2104 OFFICE DEPOT	1,892.14
58250	11/13/2012	99999 WDR, LLC (For AT&T Mobil	2,867.00
58251	11/13/2012	99999 WDR, LLC (For AT&T Mobil	4,554.00
58252	11/13/2012	2134 ORKIN PEST CONT	94.33
58253	11/13/2012	3722 OSCAR LUQUE	74.00
58254	11/13/2012	3641 PACIFIC HYDROTE	770,378.75
58255	11/13/2012	2198 PARRISH, DARYL	91.49
58256	11/13/2012	2265 PIPS TECHNOLOGY	314.07
58257	11/13/2012	2345 QUILL	336.04
58258	11/13/2012	2370 RAMIREZ, ULRICH	470.00
58259	11/13/2012	2389 RC KEMP CONSULT	810.00
58260	11/13/2012	2407 REGIONAL TAP SE	618.86
58261	11/13/2012	2415 REPUBLIC MASTER	115.89
58262	11/13/2012	2617 SGV ECONOMIC PA	5,000.00
58263	11/13/2012	2646 SHOWCASES	73.98
58264	11/13/2012	2660 SIMPLEX GRINNEL	165.77
58265	11/13/2012	2719 SPARKLETTS	30.61
58266	11/13/2012	2725 SPIESS CONSTRUC	226,389.74
58267	11/13/2012	2795 SWRCB	1,521.00
58268	11/13/2012	2795 SWRCB	12,131.00
58269	11/13/2012	2796 SYNTECH	1,530.00
58270	11/13/2012	2809 TAPCO	82.91
58271	11/13/2012	3185 TOSHIBA FINANCI	1,757.39
58272	11/13/2012	2926 TYLER TECHNOLOG	340.43
58273	11/13/2012	2945 UNITED TRAFFIC	2,995.08
58274	11/13/2012	2955 US BANK	1,165.00
58275	11/13/2012	2958 US POSTMASTER	650.00
58276	11/13/2012	2969 VALLEY TROPHY	1,177.50
58277	11/13/2012	2973 VAN LEEUWEN, JO	39.38
58278	11/13/2012	2980 VARGAS, MONICA	4.34
58279	11/13/2012	2999 VERIZON CALIFOR	1,303.81
58280	11/13/2012	3014 VISION SERVICE	8.86
58281	11/13/2012	3023 VULCAN MATERIAL	303.50
58282	11/13/2012	3029 WALCZAK, RIC	38.50
58283	11/13/2012	3068 WELLS FARGO FIN	166.45
58284	11/13/2012	3070 WEST COAST ARBO	497.80
58285	11/13/2012	3102 WILLDAN FINANCI	46,814.91
58286	11/13/2012	3134 XEROX CORPORATI	153.76

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58287	11/20/2012	32 ACE-1 AUTO SERV	132.94
58288	11/20/2012	82 AIR-BREE HEATIN	5,200.00
58289	11/20/2012	84 AIRGAS-WEST	252.79
58290	11/20/2012	3596 AIS SPECIALTY	417.60
58291	11/20/2012	113 ALL CITY MANAGE	5,317.50
58292	11/20/2012	128 ALLIANT INSURAN	315.62
58293	11/20/2012	158 AMERICAN TRAFFI	16,185.00
58294	11/20/2012	196 ARMORCAST PRODU	1,117.20
58295	11/20/2012	219 AT&T	67.48
58296	11/20/2012	221 AT&T MOBILITY	1,182.56
58297	11/20/2012	238 AUTOMOTIVE TRAI	887.00
58298	11/20/2012	255 AZUSA PLUMBING	858.12
58299	11/20/2012	260 B & K ELECTRIC	16.71
58300	11/20/2012	344 Best Office Pro	106.69
58301	11/20/2012	3243 BMW MOTORCYCLES	1,360.62
58302	11/20/2012	380 BOOK WHOLESALER	36.51
58303	11/20/2012	430 BUILDING ELECTR	75.00
58304	11/20/2012	536 CARQUEST AUTO P	14.95
58305	11/20/2012	3214 Case Power and	108.69
58306	11/20/2012	568 CAT SPECIALTIES	708.34
58307	11/20/2012	600 CERTIFIED UNDER	200.02
58308	11/20/2012	634 CHEVRON PRODUCT	266.23
58309	11/20/2012	649 CINTAS CORP #69	172.82
58310	11/20/2012	654 CITRUS CAR WASH	11.99
58311	11/20/2012	664 CIVILTEC ENGINE	6,603.75
58312	11/20/2012	682 CLINICAL LAB OF	510.00
58313	11/20/2012	749 COUNSELING TEAM	1,020.00
58314	11/20/2012	764 COVINA COLLISIO	577.28
58315	11/20/2012	766 COVINA DISPOSAL	121.51
58316	11/20/2012	783 COVINA WATER &	372.15
58317	11/20/2012	792 CPOA	125.00
58318	11/20/2012	3720 DATAQUICK	383.17
58319	11/20/2012	857 DAVID TURCH AND	5,000.00
58320	11/20/2012	875 DELL MARKETING	23,729.98
58321	11/20/2012	896 DH MAINTENANCE	5,976.28
58322	11/20/2012	3164 DIVERSIFIED PAR	36,958.82
58323	11/20/2012	947 DUNN EDWARDS CO	108.31
58324	11/20/2012	970 EDISON CO	6,109.17
58325	11/20/2012	1012 ESGIL CORPORATI	2,904.46
58326	11/20/2012	1055 FEDEX	100.57
58327	11/20/2012	1075 FLEET SERVICES	310.02
58328	11/20/2012	1197 GLOBAL WATER MA	53,663.87
58329	11/20/2012	1235 GRAINGER	579.31
58330	11/20/2012	1249 GREENE, ALEJAND	150.53

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58331	11/20/2012	1275 HAAKER EQUIPMEN	203.56
58332	11/20/2012	1277 HAEBE, CYNTHIA	1,815.00
58333	11/20/2012	3251 HANSON INVESTIG	782.08
58334	11/20/2012	1364 HOME DEPOT	770.09
58335	11/20/2012	1387 HUNTER, JOHN L.	805.00
58336	11/20/2012	1389 HUNTINGTON COUR	838.50
58337	11/20/2012	1394 HYDRO CONNECTIO	81.04
58338	11/20/2012	1427 INGLEWOOD, CITY	6,514.84
58339	11/20/2012	1429 INLAND EMPIRE S	910.00
58340	11/20/2012	1437 INTER-CON SECUR	5,319.60
58341	11/20/2012	1483 JEECO MFG & SUP	42.41
58342	11/20/2012	1526 JS CONSULTANTS	15,178.44
58343	11/20/2012	1561 KEYSTONE UNIFOR	43.45
58344	11/20/2012	1609 LA CNTY COUNTY	7,436.80
58345	11/20/2012	1619 LA CNTY SHERIFF	890.00
58346	11/20/2012	1626 LA OPINION	565.00
58347	11/20/2012	1634 LACROIX, CATHER	25.40
58348	11/20/2012	1646 LANGUAGE LINE S	93.06
58349	11/20/2012	1691 LEVEL 3 COMMUNI	1,086.61
58350	11/20/2012	1708 LIFE ASSIST INC	734.06
58351	11/20/2012	1710 LIFELOC TECHNOL	108.93
58352	11/20/2012	1754 LOWE'S COMPANIE	225.31
58353	11/20/2012	1858 MCMASTER CARR S	35.08
58354	11/20/2012	1908 MICHAEL J O'DAY	225.00
58355	11/20/2012	1924 MILLERS & ISHAM	259.10
58356	11/20/2012	1933 MISSION LINEN S	361.47
58357	11/20/2012	3256 MULTI W SYSTEMS	8,636.82
58358	11/20/2012	3718 NADENE VALDEZ	175.00
58359	11/20/2012	3563 NEWEGG INC	235.75
58360	11/20/2012	2101 OCLC/FOREST PRE	1,214.70
58361	11/20/2012	2104 OFFICE DEPOT	1,606.08
58362	11/20/2012	99999 MILTON AYALA	10.00
58363	11/20/2012	99999 VIVIAN LAM	12.15
58364	11/20/2012	99999 NIKOLAS REALTY	14.81
58365	11/20/2012	99999 ALEXIS NARVAEZ	15.00
58366	11/20/2012	99999 LISA BLANCHARD	23.45
58367	11/20/2012	99999 PEI LING KUAN	25.21
58368	11/20/2012	99999 BARBARA ROSSITER	28.70
58369	11/20/2012	99999 RONALD WELCH	30.78
58370	11/20/2012	99999 LIDEIA BENITES	31.73
58371	11/20/2012	99999 VANESSA CASTRO	33.98
58372	11/20/2012	99999 LINDA NIMTZ	34.00
58373	11/20/2012	99999 CENTURY 21 ALLSTARS	34.51
58374	11/20/2012	99999 ANGEL RODRIGUEZ	44.30

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58375	11/20/2012	99999 MAY WU	44.37
58376	11/20/2012	99999 DAVID WHITTINGSLOW	45.00
58377	11/20/2012	99999 VERONICA CASTANEDA	45.00
58378	11/20/2012	99999 PENSKE TRUCK LSG	45.00
58379	11/20/2012	99999 SHARON YENDUNIAN	45.00
58380	11/20/2012	99999 IDA WEST PROPERTIES, INC	47.01
58381	11/20/2012	99999 AMALIA GONSALEZ	50.16
58382	11/20/2012	99999 JIM HEFFELFINGER	55.33
58383	11/20/2012	99999 AIDEE GONZALEZ	57.91
58384	11/20/2012	99999 SCOTT FITGERALD	63.19
58385	11/20/2012	99999 FRED TARDIF	80.00
58386	11/20/2012	99999 MARY ANN ZAMEL	102.79
58387	11/20/2012	99999 ROSA HERNANDEZ	278.85
58388	11/20/2012	99999 HYPER ELECTRIC CO.	404.22
58389	11/20/2012	99999 DANIEL GARCIA	405.00
58390	11/20/2012	99999 OLSON COMPANY	633.69
58391	11/20/2012	2163 PACIFIC PARKING	500.42
58392	11/20/2012	2199 PARS	554.64
58393	11/20/2012	2208 PATS TIRE SERVI	608.13
58394	11/20/2012	2278 POMONA TRUCK &	267.66
58395	11/20/2012	2345 QUILL	572.76
58396	11/20/2012	2415 REPUBLIC MASTER	522.84
58397	11/20/2012	2426 REYNOLDS BUICK	1,054.98
58398	11/20/2012	3719 ROBERT HOULE JR	26.25
58399	11/20/2012	2536 SAN DIEGO POLIC	354.38
58400	11/20/2012	2557 SANTA ANITA FAM	210.00
58401	11/20/2012	2676 SMART AND FINAL	949.41
58402	11/20/2012	2714 SOUTHERN CA GAS	1,367.29
58403	11/20/2012	2729 SPRINT	30.00
58404	11/20/2012	2737 STAPLES INC	320.50
58405	11/20/2012	2775 SUPERB GRAPHICS	117.66
58406	11/20/2012	2796 SYNTECH	968.97
58407	11/20/2012	2838 THEMATIC ATTIC	48.35
58408	11/20/2012	2853 THYSSENKRUPP EL	383.25
58409	11/20/2012	2877 TOSHIBA BUSINES	95.74
58410	11/20/2012	2898 TRIANGLE TRUCK	47.63
58411	11/20/2012	2933 ULTRA-CHEM INC	890.15
58412	11/20/2012	2942 UNITED SITE SER	115.16
58413	11/20/2012	2950 UPS	3.65
58414	11/20/2012	2958 US POSTMASTER	1,107.80
58415	11/20/2012	2999 VERIZON CALIFOR	802.10
58416	11/20/2012	3001 VERIZON WIRELES	2,235.36
58417	11/20/2012	3004 VICTORY EXTERMI	50.00
58418	11/20/2012	3023 VULCAN MATERIAL	574.46

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58419	11/20/2012	3043 WARREN DISTRIBU	167.92
58420	11/20/2012	3066 WELLS FARGO BAN	3,000.00
58421	11/20/2012	3078 WEST PAYMENT CE	149.60
58422	11/20/2012	3102 WILLDAN FINANCI	13,276.20
58423	11/20/2012	3708 WINNER INDUSTRI	68.65
58424	11/20/2012	3135 XO COMMUNICATIO	5,682.22
58425	11/27/2012	68 AFLAC ACCT# YQ7	3,445.19
58426	11/27/2012	68 AFLAC ACCT# YQ7	28.00
58427	11/27/2012	69 AFSCME	940.00
58428	11/27/2012	487 CalPERS	61,109.49
58429	11/27/2012	775 COVINA POLICE A	4,110.00
58430	11/27/2012	789 COVINA-FSA, CIT	1,770.00
58431	11/27/2012	819 CSAC-EIA	4,455.58
58432	11/27/2012	819 CSAC-EIA	1,581.86
58433	11/27/2012	878 DELTA DENTAL OF	7,180.44
58434	11/27/2012	1106 FRANCHISE TAX B	210.00
58435	11/27/2012	1247 GREAT WEST LIFE	5,152.50
58436	11/27/2012	1307 HARTFORD LIFE I	9.68
58437	11/27/2012	1405 ICMA RETIREMENT	5,198.91
58438	11/27/2012	1405 ICMA RETIREMENT	845.47
58439	11/27/2012	2033 NATIONWIDE RETI	3,057.88
58440	11/27/2012	3685 PARS US BANK	1,974.30
58441	11/27/2012	2234 PERS	130,747.40
58442	11/27/2012	2235 PERS LONG TERM	252.92
58443	11/27/2012	2946 UNITED WAY OF G	17.50
58444	11/27/2012	3014 VISION SERVICE	547.58
58445	11/27/2012	3045 WASHINGTON NATI	214.41
58446	11/27/2012	84 AIRGAS-WEST	109.15
58447	11/27/2012	219 AT&T	140.41
58448	11/27/2012	219 AT&T	825.49
58449	11/27/2012	225 ATKINSON, ANDEL	128.20
58450	11/27/2012	255 AZUSA PLUMBING	437.48
58451	11/27/2012	260 B & K ELECTRIC	1,118.10
58452	11/27/2012	269 BAKER AND TAYLO	746.52
58453	11/27/2012	282 BANK OF THE WES	9,042.20
58454	11/27/2012	374 BON APPETIT MAN	1,500.00
58455	11/27/2012	411 BRODART CO	150.47
58456	11/27/2012	649 CINTAS CORP #69	172.82
58457	11/27/2012	720 COMPUTER SERVIC	5,073.48
58458	11/27/2012	736 COON, MARK	250.00
58459	11/27/2012	3165 COVINA AUTO BOD	2,617.73
58460	11/27/2012	764 COVINA COLLISIO	707.58
58461	11/27/2012	782 COVINA VALLEY U	365.00
58462	11/27/2012	783 COVINA WATER &	1,238.56

CITY OF COVINA
Check Register
NOVEMBER 2012

58463	11/27/2012	788 COVINA, CITY OF	285.60
58464	11/27/2012	3701 DEPARTMENT OF J	439.00
58465	11/27/2012	896 DH MAINTENANCE	95.00
58466	11/27/2012	970 EDISON CO	2,407.72
58467	11/27/2012	1067 FILEONQ	3,962.07
58468	11/27/2012	1134 GALE CENGAGE LE	42.37
58469	11/27/2012	1156 GAS COMPANY, TH	371.83
58470	11/27/2012	1204 GOLDEN STATE WA	60.96
58471	11/27/2012	1235 GRAINGER	274.52
58472	11/27/2012	1364 HOME DEPOT	402.70
58473	11/27/2012	1428 INGRAM DIST GRO	158.25
58474	11/27/2012	1547 KELLY PAPER CO	2,290.82
58475	11/27/2012	1561 KEYSTONE UNIFOR	92.46
58476	11/27/2012	1573 KINGWILL, BRIAN	1,700.50
58477	11/27/2012	1729 LONG BEACH BMW	341.25
58478	11/27/2012	1858 MCMASTER CARR S	172.63
58479	11/27/2012	1933 MISSION LINEN S	11.68
58480	11/27/2012	99999 BOB ORSO	185.48
58481	11/27/2012	99999 TOWER GENERAL C ONTRA	423.42
58482	11/27/2012	2199 PARS	424.36
58483	11/27/2012	2238 PEST OPTIONS IN	265.00
58484	11/27/2012	2389 RC KEMP CONSULT	1,980.00
58485	11/27/2012	2415 REPUBLIC MASTER	147.56
58486	11/27/2012	2546 SAN GABRIEL VAL	136.50
58487	11/27/2012	2614 SGV CITY MANAGE	25.00
58488	11/27/2012	2689 SNAP ON TOOLS	100.87
58489	11/27/2012	2057 STATE INDUSTRIA	248.19
58490	11/27/2012	2839 THERMAL COMBUST	111.75
58491	11/27/2012	3703 TOT LOT PROS	3,600.00
58492	11/27/2012	2898 TRIANGLE TRUCK	90.98
58493	11/27/2012	2912 TT MAILING SERV	150.00
58494	11/27/2012	2945 UNITED TRAFFIC	105.31
58495	11/27/2012	2958 US POSTMASTER	3,800.00
58496	11/27/2012	2999 VERIZON CALIFOR	1,080.91
58497	11/27/2012	3070 WEST COAST ARBO	3,276.00
58498	11/27/2012	3137 Y TIRE SALES	2,860.54
58499	11/27/2012	3152 YWCA	1,744.81
58500	11/27/2012	903 DIEHL EVANS & C	550.00
		TOTAL	3,544,962.46

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 November 2012; Payroll for 11/08/12 and 11/22/12; Voids for November 2012, Workers Compensation for 11/01/12, 11/08/12, 11/15/12, 11/26/12, and 11/29/12; 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 5th day of February, 2012


Colleen M. Davis, Deputy

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

MEETING DATE: February 5, 2013

ITEM NO. CC 3

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

ITEM TITLE: Payment of Demands

STAFF RECOMMENDATION:

Approve Payment of Demands in the amount of **\$372,886.32**

BACKGROUND:

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

<u>DATE OF DEMANDS</u>	<u>DEMAND NUMBERS</u>	<u>AMOUNT</u>
ACCOUNTS PAYABLE WARRANTS	700-711	\$356,743.08
 <u>PAYROLL</u>		
11/8/12 PAYROLL	PPE 11/2/12	\$6,571.66
11/14/12 PAYROLL INSURANCE	PPE 11/16/12	\$1,956.59
11/22/12 PAYROLL	PPE 11/16/12	\$5,877.59
11/29/12 PAYROLL INSURANCE	PPE 11/30/12	\$1,737.40

VOIDS

GRAND TOTAL: \$372,886.32

RELEVANCE TO STRATEGIC PLAN: Not applicable

EXHIBITS:

A. ACCOUNTS PAYABLE REGISTER

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

SUCCESSOR AGENCY TO THE
COVINA REDEVELOPMENT AGENCY

Check Register

NOV 2012

Check #	Check Date	Vendor Name	Amount
700	11/13/2012	1352 HINDERLITER DEL	1,700.00
701	11/13/2012	2942 UNITED SITE SER	68.01
702	11/20/2012	137 AL-SAL OIL COMP	11,648.54
703	11/20/2012	341 BEST BEST & KRI	1,422.70
704	11/20/2012	788 COVINA, CITY OF	17.40
705	11/20/2012	788 COVINA, CITY OF	0.00
706	11/20/2012	1352 HINDERLITER DEL	3,150.00
707	11/20/2012	3135 XO COMMUNICATIO	211.73
708	11/27/2012	282 BANK OF THE WES	352.87
709	11/27/2012	3299 Covina Gardens	276,285.84
710	11/27/2012	2452 RJS FINANCIAL	49,840.00
711	11/27/2012	2955 US BANK	12,045.99
		TOTAL	356,743.08

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 November 2012; Payroll for 11/08/12, 11/14/12, 11/22/12 and 11/29/12; 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 5th day of February, 2012



CITY OF COVINA
AGENDA ITEM COMMENTARY

MEETING DATE: February 5, 2013

ITEM NO.: CC 4

STAFF SOURCE: Amy Hall-McGrade, Parks & Recreation Director *AH*
Lisa Evans, Parks & Recreation Manager *LE*
Randy Franklin, Recreation Services Supervisor *RF*

ITEM TITLE: Renewal of Operating Services Agreement with Major League Softball, Inc. for adult softball programming services with the Parks & Recreation Department.

STAFF RECOMMENDATION

Approve renewal of Operating Services Agreement with Major League Softball, Inc. for adult softball programming services with the Parks & Recreation Department.

FISCAL IMPACT

The Parks & Recreation Department receives approximately \$16,000 annually from Major League Softball (1010 PF11 43326).

BACKGROUND

Major League Softball, Inc. has been coordinating the adult slo-pitch softball program for the Parks & Recreation Department since 1997 utilizing Savoy and Heyler fields. Approximately 167 teams are registered each year in Covina's adult softball leagues.

The proposed Operating Services Agreement's insurance requirements have been revised to increase the insurance coverage from \$1,000,000 to \$2,000,000 as noted in section VI – B.

RELEVANCE TO THE STRATEGIC PLAN

The slo-pitch Adult Softball program is in line with the Strategic goal of "Enhancing Safety and Quality of Life" by providing an outdoor recreational program to encourage physical fitness.

EXHIBITS

Exhibit A – Operating Services Agreement

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

**OPERATING SERVICES AGREEMENT
MAJOR LEAGUE SOFTBALL**

THIS OPERATING SERVICES AGREEMENT made and entered into this 5th day of February, 2013, by and between the CITY OF COVINA, a municipal corporation, hereinafter referred to as CITY, and MAJOR LEAGUE SOFTBALL, INC., a California corporation hereinafter referred to as PROVIDER.

WITNESSETH:

In consideration of this their mutual covenants and conditions, CITY exclusively retains PROVIDER to organize and manage the Covina Adult Softball Program and to do the things necessary to provide the services, and to make payment to CITY, in accordance with the terms contained herein.

I. DEFINITIONS

- A. For the purpose of this Agreement, the following words and phrases are defined and shall be construed as hereinafter set out:
1. CITY: The City of Covina, acting by and through its City Council.
 2. REGISTRATION FEES: Any and all fees charged by PROVIDER in exchange for participation in the leagues offered by PROVIDER under the terms of this Agreement, including but not limited to team registration fees.
 3. GROSS RECEIPTS: All receipts of TEAM REGISTRATION FEES as received by PROVIDER at any time and in any manner of payment. GROSS RECEIPTS shall not be reduced by any deductions or payments of any sort, including the payment of expenses incurred in the ordinary course of business and directly associated with the services being provided hereunder.
 4. PROVIDER: The Individual or Corporation with whom CITY enters into this Agreement, and the person with whom the City Manager and/or Parks & Recreation Director or their representative deals regarding subject Agreement. All employees and agents of the PROVIDER are subject to the terms of this Agreement.
 5. STAFF: The City Manager, Parks & Recreation Director, or their authorized representative(s), acting as agents of CITY.
 6. SCOPE OF SERVICES: The services to be provided by PROVIDER, and the responsibilities of PROVIDER, shall be limited to the following functions:
 - a. Program Administration
 - b. Officiating Services

- c. Scorekeeping Services
 - d. Awards
 - e. Field Maintenance/Preparation
7. LEAGUE DIRECTOR: The individual assigned by PROVIDER to provide daily supervision.
8. SOFTBALL FIELDS: The terms "softball fields" and "fields" as used in this Agreement shall mean only the in-play areas of the subject ball fields, and specifically shall not include any out-of-play areas, bleachers, buildings or structures of any kind, sidewalks, streets, driveways, parking areas, playground or school yard areas.

II. **FINANCIAL CONSIDERATIONS**

- A. PROVIDER shall pay to CITY an amount equal to twenty-eight and one-half percent (28.5%) of the GROSS RECEIPTS. Payments of the share of GROSS RECEIPTS shall be made by PROVIDER to CITY in accordance with the payment schedule provided in Section IV.B.9 below. PROVIDER shall administer the registration system including, but not limited to registrations, collecting of fees, providing a receipt and keeping of an accounting procedure acceptable to CITY.
- B. PROVIDER shall disclose to CITY the rate of REGISTRATION FEES charged. PROVIDER shall obtain CITY approval prior to making any change to REGISTRATION FEES.
- C. CITY shall have the right to audit the PROVIDER's collection of TEAM REGISTRATION FEES and calculation of GROSS RECEIPTS of team registrations at any reasonable time as provided in section IX.B below.

III. **TERM**

Term of this Agreement shall be for a period of two (2) years, beginning February 5, 2013 and expiring January 31, 2015 unless earlier terminated in accordance with other provisions of this Agreement.

IV. **OPERATING RESPONSIBILITIES**

A. **GENERAL**

1. Employees: PROVIDER shall provide such employees or independent contractors (collectively referred to as "employees") as may be required to render good service, to the satisfaction of CITY. Such persons shall be satisfactory to CITY as to their personal conduct, honesty, courtesy, health, personal appearance and willingness to cooperate with CITY staff. In the event an employee is not satisfactory, as herein defined, CITY may furnish a written directive to PROVIDER to correct the cause of said dissatisfaction. If PROVIDER does not correct said problem to the

satisfaction of CITY within sixty (60) days after said written directive is received, CITY may furnish a subsequent written notice to PROVIDER requiring that said employee be excluded from providing further services to CITY.

2. Operation: PROVIDER shall provide general supervision of softball fields including the enforcement of safety practices and regulations during periods the softball fields are in use in connection with the operation of the City of Covina Adult Softball Program (in accordance with published game schedules as submitted to and approved by CITY). PROVIDER shall exercise the right to exclude persons from using the fields who do not abide by established rules.
3. Conduct: PROVIDER shall at all times perform its services in a quiet and orderly manner to the satisfaction of CITY.
4. Disorderly Persons: PROVIDER shall use its reasonable efforts to prohibit intoxicated persons, profane or indecent language, or boisterous or loud conduct in or about the softball fields and will call upon the aid of peace officers to assist in maintaining peaceful conditions.
5. Permits and Licenses: PROVIDER shall be required to obtain at his sole expense any and all permits or licenses that may be required in connection with PROVIDER's subject operation including, but not limited to tax permits, business licenses and health permits.
6. Signs and Advertisements: No signs of any kind shall be displayed unless approved by CITY, who may require removal or refurbishment of any sign previously approved. PROVIDER shall not permit vendors to display wares unless written permission is secured from CITY and such permission shall be subject to revocation at any time.
7. Sponsorship: Notwithstanding that PROVIDER is providing to CITY the operating services contemplated in this Agreement, it is acknowledged that the City of Covina Adult Softball Program is sponsored by CITY, and that PROVIDER is not a sponsor or co-sponsor of said Program.

B. ADMINISTRATION

1. League Director: The LEAGUE DIRECTOR shall oversee the program on a day-to-day basis. The League Director shall be an experienced umpire/scorekeeper who will work to serve the needs of both City and program participants.
2. League Coordination: The dates designated for and the duration of each league, registration procedures and the number of games offered will be determined by and within the sole discretion of CITY. PROVIDER shall schedule adult softball league play according to facility schedules as determined by and within the sole discretion of CITY.

3. Marketing: PROVIDER shall at all times use its reasonable best efforts to provide for the best possible program promotion, consistent with the marketing services generally offered by persons engaged in providing services similar to those required of PROVIDER under this Agreement. Services shall include, but are not limited to, press releases, program flyers, copy for the city brochure, letters and forms, mailing lists and a phone "hot line." All such marketing materials and forms must be submitted to CITY by established deadline. CITY's written approval shall be obtained before such materials are distributed.

4. Pre-Season Services: PROVIDER shall arrange with CITY mutually agreeable dates, times, and a Covina location for team registration. PROVIDER shall collect and deposit league fees into a separate "Covina" checking account. PROVIDER shall be responsible for team classification and league formation resulting in the most balanced and equitable competition possible. PROVIDER shall be responsible for preparing, printing and distributing of game schedules. Copies of game schedules shall be provided to CITY prior to the start of each season. Changes to game schedules will be provided to CITY within three (3) days after their occurrence.

5. Sign In Sheets: PROVIDER shall provide sign-in sheets with hold harmless/release/assumption of risk provisions ("Release"), approved in advance by CITY in writing and ensure that each player signs the Release. Any player failing or refusing to sign the Release shall not be permitted to play by PROVIDER.

6. Manager's Meeting: PROVIDER shall organize and supervise each pre-season manager's meeting. This meeting will include distribution of league rules.

7. Southern California Municipal Athletic Federation (SCMAF): PROVIDER shall complete all SCMAF team registration paperwork for those teams that choose to pay the prevailing registration fee, as required by SCMAF, and pay such registration fees to SCMAF within thirty (30) days of the first scheduled day of the season.

8. Player's Medical Benefit Fund: PROVIDER shall collect and deposit the optional PMBF fee for each team that pays it.

9. Method of Payment: PROVIDER shall pay to CITY its share of the GROSS RECEIPTS from team registration and in accordance with the following schedule (with each date specified being said date next following the start of the subject League):

Winter League-	on or before April 15
Spring League -	on or before July 15
Summer League-	on or before October 15

Fall League- on or before January 15

PROVIDER shall transmit with payment, a Gross Receipts Report for the season for which payment is submitted. CITY shall provide a form for this purpose, and the completed form shall include a statement of the GROSS RECEIPTS by source of sales, and such other information as CITY may require. The payment shall be addressed to:

City of Covina
Parks & Recreation Department
1250 North Hollenbeck Avenue
Covina, California 91722

C. SERVICES

1. Officiating Services: PROVIDER shall recruit, train, supervise and evaluate softball umpires. PROVIDER shall schedule and assign the approved number of SCMAF certified umpires to all games.
2. Scorekeeping Services: PROVIDER shall recruit, train, supervise and evaluate all scorekeepers. PROVIDER shall schedule and assign league scorekeepers to all games. PROVIDER shall provide computerized scoring of all league softball games and generate and provide to teams reports at the conclusion of each game. CITY shall provide one (1) 110-volt electrical outlet at each softball field.
3. Equipment: PROVIDER shall provide all essential game equipment, including, but not necessarily limited to: one (1) new and one (1) good used SCMAF approved softball for each game, certified home plate extensions on each field, and Hollywood Impact or similar City approved quality bases for each field.
4. Field Maintenance: PROVIDER shall perform maintenance services in accordance with Attachment A (pages 1-3) of the PROVIDER's written proposal titled "MLS Standard Softball Diamond Maintenance System" (Attachment 1). Each term and condition set forth in Attachment 1 shall apply and are incorporated in this Agreement by reference. In addition, PROVIDER shall perform maintenance services in accordance with field maintenance procedures and guidelines to be approved and adopted by CITY in the future. Such procedures and guidelines will apply to all contractual users of the fields. PROVIDER shall be responsible for all costs associated with the provision of its field maintenance responsibilities. The CITY shall have the right of inspection to ensure PROVIDER's compliance with the terms of this section as provided in X.D below. The CITY shall have the right to treat a violation of any of the terms of this section, including any and all requirements set forth by Attachment 1 or the CITY's procedures and guidelines, as a default of this Agreement pursuant to Section VII below.

5. Awards: PROVIDER shall provide individual awards for first and second place teams. Awards shall consist of shirts, sweatshirts or similar items as approved by City. Awards shall also be provided for statistical leaders in up to three (3) categories in each league at the end of each season.
6. First-Aid: PROVIDER shall make available basic first-aid supplies to league participants at all times during league play. Basic first-aid supplies shall include the following: band aids, alcohol pads, anti-bacterial ointment, cotton balls, sterile gloves, ace bandages, and cold compresses. Nothing in this Agreement shall be read to require PROVIDER to administer first aid; this section is limited to the provision of supplies.

V. SOFTBALL FIELD IMPROVEMENTS

- A. PROVIDER may make additional softball field improvements subject to prior written approval of CITY. In addition, CITY may, from time to time, make certain improvements, which it deems to be advantageous or necessary for the protection of public property. CITY shall be responsible for all costs associated with field improvements, provided the CITY gave prior written approval.

VI. LIABILITY AND INSURANCE

A. Hold Harmless:

1. CITY and its respective elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, "Indemnitees") shall have no liability to PROVIDER or any other person for, and PROVIDER shall indemnify, defend, protect and hold harmless Indemnitees from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorney's fees and disbursements (collectively "Claims"), which Indemnitees may suffer or incur or to which Indemnitees may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise to the extent occurring as a result of or allegedly caused by the negligent, willful or unlawful acts or omissions of PROVIDER, its agents, officers, directors or employees, committed in performing any of the services under this Agreement.
2. If any action or proceeding is brought against Indemnitees by reason of any of the matters against which PROVIDER has agreed to indemnify Indemnitees as provided above, PROVIDER, upon notice from CITY, shall defend Indemnitees at PROVIDER's expense by counsel acceptable to CITY, such acceptance not to be unreasonably withheld. Indemnitees need not have first paid for any of the matters to which Indemnitees are entitled to indemnification in order to be so indemnified. The provisions of this section shall survive the expiration or earlier termination of the Agreement.

3. The provisions of this section do not apply to Claims to the extent occurring as a result of the City's negligence or willful acts or omissions.

B. Public Liability and Property Damage: PROVIDER shall file with CITY two copies of a certificate of combined single limit public liability and property damage insurance in the amount of two million dollars (\$2,000,000.00) and which meets the following requirements:

1. Insurance is to be placed with an insurance carrier licensed to do business in the State of California, with an A.M. Best Rating of no less than A-: VII.
2. No "Deductible" clause larger than two hundred fifty dollars (\$250.00) per claim is permitted.
3. Provides coverage for "all operations of the insured pursuant to the Operating Services Agreement", and contains a description of the work performed by the insured.
4. All signatures must be handwritten on any policy, certificate or endorsement; rubber stamp signatures are not acceptable.
5. The City of Covina shall be provided an endorsement to PROVIDER's Liability Insurance, naming the City and the Charter Oak Unified School District as additional insured as respects to all operations of the insured with such coverage to be primary to "CITY's" coverage.
6. Said endorsement per Item "4" above shall contain a cancellation clause, reading in substance as the following notice:

"It is agreed that this policy shall not be canceled, nor the amounts of coverage provided herein reduced, without thirty (30) days prior notice of such cancellation or reduction to CITY."
7. No policy shall be acceptable unless first approved by the City Attorney. All policies, certificates and endorsements shall be sent in duplicate to the City Clerk's Office. The Agreement shall not be executed by CITY until said insurance is received and approved.

C. Worker's Compensation: PROVIDER shall at all times during the term of the Agreement subscribe to and comply with the Worker's Compensation Laws of the State of California and pay such premiums as may be required thereunder, and hold CITY harmless from any and all liability arising from or under such act. Prior to any operations being performed under this Agreement, and at such other times as may be requested, it shall furnish a copy of the official certificate of receipt, showing payments herein above referred to.

D. Safety: With respect to the services being furnished by PROVIDER under this

Agreement, PROVIDER shall correct safety deficiencies and violations of safety practices immediately and shall cooperate fully with CITY in the investigation of accidents occurring on the softball fields. In the event of injury to a participant, patron or customer, PROVIDER shall ensure that the injured person receives prompt and qualified medical attention, and as soon as possible thereafter, it shall submit an "accident report" on the City's form. With respect to the services being furnished by PROVIDER under this Agreement, PROVIDER shall immediately correct hazardous conditions, which have led, or in the opinion of CITY agents, could lead to injury.

VII. DEFAULT AND CANCELLATION

In the event PROVIDER defaults in the performance of any of the terms or conditions of the Agreement, or fails to conform to the rules and regulations or any of the directions or instructions that may be properly made by CITY in the exercise of its powers, or fails neglects, or refuses to pay the CITY's monies or any part thereof within thirty (30) days after the same shall become due, or becomes unable through personal incapacity to fulfill his obligations under the Agreement or defaults in the performance of any of the other terms or provisions therein required, CITY shall have the following options without further notice or authorization from PROVIDER, and its choice of any option shall in no way waive its rights to select any other option at any time:

- A. If the PROVIDER does not cure said default thirty (30) days after written notice of default (forthwith for a default involving sanitary safety conditions) or make reasonable progress to cure said default, CITY may terminate the Agreement, assume the operation, and exclude PROVIDER and/or
- B. CITY may retain any of PROVIDER's money on deposit in the "Covina Trust Account" and any of PROVIDER's property on the softball fields and apply same to the payment of any and all claims which may be due CITY, and/or
- C. CITY may recover at law any and all claims which may be due CITY; and/or
- D. CITY may perform such work as it deems necessary to cure said default and charge PROVIDER for the full cost of labor and materials expended, plus thirty percent (30%) of said cost for administrative overhead. CITY may exercise this option immediately in the event of a default involving cleanliness provisions or safety provisions of the Agreement. CITY may exercise this option within ten (10) days after giving PROVIDER written notice of a default involving maintenance provisions of this Agreement.
- E. In the event of abandonment or other inability of PROVIDER to conduct the services CITY shall have the right to take immediate possession of all operations.

The acceptance of all or part of a payment by CITY for any period after a default shall not be deemed a waiver of any of these options, nor a waiver of the default or any subsequent default of the same or any other terms, covenant and condition. Any waiver by CITY of a default on the part of the PROVIDER shall not be construed as, or constitute a waiver of, any subsequent default of the same or any

other term, covenant and condition.

In the event CITY defaults in the performance of any of the terms or conditions of the Agreement, and if a written notice of such default is issued to CITY by PROVIDER by registered mail, and if CITY does not cure said default within thirty (30) days of receipt of said notice as evidenced by return receipt of registered mail, then PROVIDER may immediately terminate the Agreement and recover at law any and all claims which may be due. However, if PROVIDER fails to notify CITY of its default within sixty (60) days after learning of its occurrence, then it has automatically waived any all of its rights occurring hereunder.

VIII. ASSIGNMENT, BANKRUPTCY

PROVIDER shall not transfer, assign or in any manner convey any of the rights or privileges therein granted without the written consent of CITY. Neither the Agreement nor the rights therein granted shall be assignable or transferable by any process or proceedings in any court, or by attachment, execution, proceedings in insolvency or bankruptcy either voluntary or involuntary, or receivership proceedings. In the event of insolvency or bankruptcy, either voluntary or involuntary, CITY, at its option, may terminate and cancel this Agreement, in which event all rights of PROVIDER herein shall cease immediately and possession of the softball fields shall be delivered to CITY.

IX. BUSINESS RECORDS

- A. PROVIDER shall be required to maintain a method of accounting of all receipts in connection with the performance of its services hereunder which shall correctly and accurately reflect the GROSS RECEIPTS received by PROVIDER relating to this Agreement. Such method of accounting shall be apart from and in addition to the submittal of a Gross Receipts Report as provided in Section IV.A.9 above. The method of accounting, including bank accounts established for operations under this Agreement, shall be separate from the accounting system used for any other business operation of PROVIDER. Such method shall include the keeping of the following documents:
1. Any accounting records that CITY in its sole discretion deems necessary for proper reporting of receipts.
 2. A log showing the number of teams registered in each league. This log is to be considered an accounting record.
- B. All such documents, books and accounting records shall be open for inspection and re-inspection at any reasonable time during the terms of the Agreement and for a reasonable period, not to exceed one year, thereafter. In addition, CITY may, from time to time, conduct an audit and re-audit of the books and business conducted by PROVIDER, and observe the operation of the business so that accuracy of the above records can be confirmed. If the Gross Receipts Report made by PROVIDER to CITY shall be found to be less than the amount of

GROSS RECEIPTS disclosed by such audit and observation, PROVIDER shall pay CITY within thirty (30) days after billing any additional amounts disclosed by such audit. If discrepancy exceeds two percent (2%) and no reasonable explanation is given for such discrepancy, PROVIDER shall also pay the cost of the audit, in which case PROVIDER shall pay such expense within thirty (30) days of receipt of an invoice to that effect. All information obtained in connection with CITY'S inspections of records or audits shall be received and maintained in confidence and shall not be disclosed to anyone not directly connected with the official business of CITY, to the extent permitted by law.

X. REGULATIONS, INSPECTION AND DIRECTIVES

- A. City Rules: PROVIDER and its employees shall at all times abide by all Rules and Regulations heretofore adopted or that may hereafter be adopted by CITY and cooperate fully with CITY employees in the performance of their duties.
- B. Laws and Ordinances: PROVIDER shall conduct its business in accordance with all the laws, ordinances, rules and regulations applicable to such business as set forth by the City, County, State and Federal government.
- C. Permissions: Any permission required by the Agreement shall be secured in writing by PROVIDER from CITY and any errors or omissions therefrom shall not relieve PROVIDER of its obligations to faithfully perform the conditions therein, and without regard to any other basis prohibited by law. PROVIDER shall immediately comply with any written request or order submitted to it by CITY.
- D. Right of Inspection: CITY, their authorized representatives, agents and employees shall have the right to enter upon the subject softball fields at any and all reasonable times for the purpose of inspection and observation of PROVIDER's operations. During these inspections, they shall have the right to utilize photographic devices and other instruments for recording conditions and events taking place upon the subject softball fields. Said inspections may be made by persons identified to PROVIDER as City employees, or may be made by independent contractors engaged by CITY.
- E. Standard of Performance: PROVIDER represents and warrants that it has the qualifications and experience necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. PROVIDER shall at all times faithfully, competently and to the best of its ability, experience and talent perform all services described herein. In meeting its obligations under this Agreement, PROVIDER shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of PROVIDER under this Agreement.
- F. Nondiscrimination: PROVIDER shall not discriminate, in any way, against any person on the basis of race, religious creed, color, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement and shall comply with the provisions

of the State Fair Employment Practices Act; the Federal Civil Rights Act of 1964, and all amendments; all administrative rules and regulations issued pursuant to such acts.

- G. Unauthorized Aliens: PROVIDER hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. Sections 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should PROVIDER so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, PROVIDER hereby agrees to and shall reimburse CITY for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by CITY in connection therewith.
- H. Severability: In case anyone or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and the remainder of the provisions of this Agreement shall continue in full force without impairment.
- I. Integration: This Agreement constitutes the entire Agreement of the parties concerning the subject matter hereof and all prior agreements or understandings, oral or written, are hereby merged herein. This Agreement shall not be amended in any way except by a writing expressly purporting to be such an amendment, signed and acknowledged by both parties hereto.
- J. In the event the PROVIDER or any employee, agent, or sub-contractor of the PROVIDER performing responsibilities under this agreement claims or is determined by a court of competent jurisdiction of the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the CITY, PROVIDER shall indemnify, defend, and hold-harmless CITY for the payment of any employee and/or employer contributions for PERS benefits on behalf of PROVIDER or its employees, agents or sub-contractors, as well as for the payment of any penalties and interest on such contributions, which otherwise be the responsibility of CITY.

XI. AGREEMENT IN TRIPLICATE:

This Agreement is executed in triplicate, each copy of which shall be deemed as an original.

IN WITNESS, CITY, has by the order of its City Council approved and adopted this agreement on the 5th day of February, 2013.

CITY OF COVINA

Date: _____

BY: _____
Kevin Stapleton, Mayor
City Manager

MAJOR LEAGUE SOFTBALL, INC.

DATE: _____

BY: _____
President

ATTEST:

Catherine LaCroix, Chief Deputy City Clerk

APPROVED AS TO FORM:

City Attorney

CITY OF COVINA
AGENDA ITEM COMMENTARY

MEETING DATE: February 5, 2013

ITEM NO.: CC 5

STAFF SOURCE: Amy Hall-McGrade, Parks & Recreation Director *AM*
Lisa Evans, Parks & Recreation Manager *LE*

ITEM TITLE: Renewal of Facility Use Agreements with AYSO-Region 602 and Covina Baseball Association.

STAFF RECOMMENDATION

Approve renewal of Facility Use Agreements with AYSO-Region 602 and Covina Baseball Association.

FISCAL IMPACT

The electrical charges for Hollenbeck Park Baseball field and snack bar facility total approximately \$5,000 annually (1010 3400 52120), and the League pays approximately \$1,000 light use fees (1010-PF11 43320).

BACKGROUND

The Parks & Recreation Department coordinates the facility needs for community youth sports organizations using City and Covina-Valley Unified School District properties. The City maintains formal Facility Use Agreements with AYSO-Region 602 and Covina Baseball Association, which must be renewed annually. The term of the proposed agreements is January 1, 2013 through December 31, 2013.

AYSO-Region 602 uses Royal Oak Middle School (Heyler Field) as its primary facility. Last season, approximately 1,553 youth (ages 5-19) were registered with the league. There are no changes to the Agreement.

Covina Baseball Association uses the baseball field at Hollenbeck Park as its primary facility. Last season, approximately 230 youth (ages 13-19) were registered with the league. There are changes to the agreement, which include:

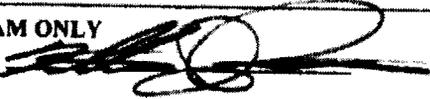
- a. Adherence to watering restrictions
- b. Maintenance of the irrigation controller provided by the City
- c. Light billing cycle changed from monthly to seasonally with verification of use based on Southern California Edison bills.

RELEVANCE TO THE STRATEGIC PLAN

None.

EXHIBITS

- A. AYSO-Region 602 Facility Use Agreement
- B. Covina Baseball Association Facility Use Agreement

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

**CITY OF COVINA
FACILITY USE AGREEMENT – A.Y.S.O.-REGION 602**

PARTIES:

This FACILITY USE AGREEMENT by and between the City of Covina, a municipal corporation, (hereinafter referred to as "City") and American Youth Soccer Organization - Region 602, a California nonprofit corporation, (hereinafter referred to "League") is made on February 5, 2013.

EFFECTIVE DATE:

This FACILITY USE AGREEMENT is entered into and shall be effective as of January 1, 2013 (the "effective date").

RECITALS:

1. League desires to use property that is under a Joint Use and Facilities Agreement with the City and Charter Oak Unified School District, known as Royal Oak Middle School (Heyler) lighted field, for the purpose of conducting a youth soccer program. (The Joint Use and Facilities Agreement between the City and the Charter Oak Unified School District is currently being renewed.) This Agreement shall automatically terminate upon termination of the agreement between the City and the Charter Oak Unified School District.

2. League shall have the right to conduct a youth soccer program at Heyler Field, with League activities having priority from August 1 through December 31, 2013.

AGREEMENT:

In consideration of the mutual promises set forth below, the parties agree as follows:

1. **PREMISES/RIGHTS OF USE:** The Premises include those improvements commonly known as "Heyler Field" located on the Royal Oak Middle School campus, adjacent to Badillo Street. League expressly acknowledges that its rights to use the Premises described herein are subject to any conditions or limitations contained in any Joint Use and Facilities Agreement, or any other agreement or understanding in effect between the City and Charter Oak Unified School District governing use of the Premises.

2. **TERM:** The term of this Agreement shall be one (1) year commencing on the "effective date." City/League shall have the right to terminate this Agreement prior to expiration of the term for any reason or no reason, upon written notice of such intent at least ninety (90) days prior to the date of such termination.

3. **UTILITIES:** City shall pay and be solely responsible for all utilities furnished to the Restroom/Snack Bar facility. League shall pay directly for all utilities for the practice field.

4. **MAINTENANCE:** League shall maintain the premises in a safe and sanitary condition and in good repair.

a. City shall have no obligation to make any repairs or undertake any maintenance. City, upon request may assist League with minor maintenance projects. Request must be submitted to the Parks & Recreation Department in advance, two (2) weeks when possible. The City will make every effort to accommodate the League's request and will notify League to confirm scheduling of work.

b. League shall perform, at no cost to City, all maintenance necessary to keep the soccer field lights operated by League up to the appropriate standard of repair, defined as being that standard maintained at similar city park facilities. If League does not respond to an emergency electrical repair problem, City will provide the appropriate maintenance and charge League accordingly.

c. City shall provide general routine building maintenance on the restroom/storage area to include painting of the exterior, maintenance of plumbing, roofing, and electrical when soccer is not in season. Any modifications to buildings or grounds or any construction or improvements undertaken by League, including, but not limited to, painting and refurbishment, must meet with prior written approval of City and shall be subject to all applicable laws and regulations.

(1) All requests must be made in writing to the City of Covina Parks & Recreation Department a minimum of sixty (60) days in advance.

d. League shall provide general routine building maintenance on the snack bar, restroom and their assigned storage area to include painting of the exterior, maintenance of plumbing, roofing, and electrical during soccer season. Any modifications to buildings or grounds or any construction or improvements undertaken by League, including, but not limited to, painting and refurbishment, must meet with prior written approval of City and shall be subject to all applicable laws and regulations.

(1) League is solely responsible for the snack bar portion of the building. League shall maintain the facility in a neat and tidy manner. Equipment, supplies, and materials shall be stored securely and not in open areas. At the conclusion of the season, all equipment shall be returned to storage within fourteen (14) days of the final game. This includes, but is not limited to vinyl tarps, trash cans, goals, canopies, and tables.

e. Irrigation, turf maintenance and light timers at the snack bar.

(1) League is responsible for irrigation around the snack bar.

(2) League is responsible for irrigation and light timers.

(3) City is responsible for turf maintenance around the snack bar.

f. League will be responsible for all restroom supplies during the soccer season.

g. City will be responsible for all restroom supplies during non-soccer season.

5. **PARKING:** League agrees that the primary parking location for the League's activities is designated as the main Royal Oak Intermediate School parking lot located on Glendora Avenue and that it provides adequate parking for the program participants.

a. League agrees that, as an organization, they will encourage and support League participant's cooperation with the "No Stopping at Anytime" signs posted on the north side of Badillo Street from Glendora Avenue towards Grand Avenue, so that League participants will not be parking on the north side of Badillo Street to participate in League activities.

6. **PESTICIDES:** League shall provide City, in writing, four (4) weeks in advance of all pesticide applications, the following:

- a. Plot plan detailing where the spraying will take place
- b. Date and time of pesticide application
- c. Complete Material Safety Data Sheet for the product being applied
- d. Amount of the pesticide being applied
- e. Method of application
- f. Name and qualifications of the person applying the pesticide, and if using a restricted chemical, verification of California State Applicators License.

7. **INFORMATION REQUIREMENTS:** League shall provide the City with the following information prior to the effective date of this Agreement:

- a. Complete list of current League board members, including first name, surname, and title.
- b. At least one current mailing address for League board or the chief member thereof.
- c. A list of at least five (5) persons and their phone numbers in priority order to be contacted in case of emergency or immediate concern.

Any change in information required in "a" through "c" directly above is to be reported in writing to City at least fifteen (15) days prior to the change.

8. **BACKGROUND CHECKS:** City recommends that the League process background checks for all League coaches, by way of fingerprint screening through the Department of Justice. League would be responsible for receiving screening results from the Department of Justice and maintaining the confidentiality of the information associated with said fingerprinting.

9. **ADDITIONAL FACILITIES:** The use of Charter Oak School District facilities is handled directly by the League other than the facilities governed under the "Joint Use Land Use Agreement Royal Oak Intermediate School," which increases the League's soccer lights and snack bar facility. City will coordinate use of Covina Valley Unified School District facilities and City facilities. On behalf of League, City will be responsible for all communication with the District. All questions and concerns regarding facilities, repairs, scheduling or use of District facilities are to be directed to the City. The School District/City has agreed to provide practice fields on a school-by-school or park-by-park basis with the following League responsibilities:

- a. Perform a safety inspection of all fields prior to use; clean up all broken glass or other debris which may make use of the field unsafe. If the unsafe condition remains, the field will not be used, and League shall notify the City in writing within twenty-four (24) hours of discovering an unsafe condition.
- b. Collect all litter on playing fields and dispose of it in the trash cans or bags (provided by League).
- c. Attend a preseason meeting arranged by City with the Principal of those schools where use by League has been approved.

d. All vehicles must be parked in designated parking areas; no vehicles are allowed on the playing fields, turf, black top, sidewalks or another area not designated for parking.

e. Require that a parent or responsible adult be available to take participants off-site to use restroom facilities as needed. League shall not allow participants to use hallways, alcoves, planters or trees as a replacement for taking participant to off-site restroom facility.

f. Should facilities be damaged or vandalized, and it is determined by City after reviewing the facts that League was responsible, reimbursement will be made by League.

10. **INSURANCE:** League shall obtain and maintain at all times during the Term of this Agreement Comprehensive General Liability Insurance protecting City in amounts not less than two million dollars (\$2,000,000) for personal injury to any one person, two million dollars (\$2,000,000) for injuries arising out of any one occurrence, and two million dollars (\$2,000,000) for property damage or a combined single limit of two million dollars (\$2,000,000). Such insurance shall name City of Covina and its officials, officers, employees, volunteers, invitees and agents, Charter Oak Unified School District and Covina-Valley Unified School District as additional insured parties. All insurance provided by League under this paragraph and all renewals shall be issued by such good, responsible and standard companies rated at least A: Class VII in the current edition of Best's Insurance Guide and authorized to do business in California.

a. League shall file and annually maintain, in the City Clerk's office, certificate(s) of insurance, which evidences compliance with the requirements in Paragraph 10 of this Agreement.

b. League shall maintain fire and extended coverage insurance upon the premises in accordance with its customary practices.

11. **INDEMNIFICATION:** League agrees to defend, indemnify, and hold harmless the City, its officers, officials, employees, volunteers, invitees and agents from and against any and all claims, demands, losses, defense costs, or liability of any kind or nature which City may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property arising out of League's negligent, wrongful or unlawful performance under the terms of this Agreement, excepting only liability arising out of the sole negligence of City.

a. League shall have each parent sign a hold harmless form as provided by the City of Covina Parks & Recreation Department.

12. **SIGNS:** League shall place no signs upon the exterior of the premises without City's prior written approval.

13. **ASSIGNMENT:** League shall not assign this Agreement or any interest therein or sublet the premises in whole or in part without City's prior written approval.

14. **LIENS:** League shall keep the premises free of all liens.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

CITY OF COVINA

DATE: _____

BY: _____
Kevin Stapleton, Mayor

ATTEST:

Catherine LaCroix, Chief Deputy City Clerk

DATE: _____

**AMERICAN YOUTH SOCCER
ORGANIZATION – REGION 602**

DATE: _____

BY: _____

Title

Approved as to form this 5th day of February 2013.

City Attorney

**CITY OF COVINA
FACILITY USE AGREEMENT – COVINA BASEBALL ASSOCIATION**

PARTIES:

This FACILITY USE AGREEMENT, by and between the CITY OF COVINA, a municipal corporation, hereinafter referred to as “City” and COVINA BASEBALL ASSOCIATION, a California nonprofit corporation, hereinafter referred to as “League” is made on February 5, 2013.

EFFECTIVE DATE:

This FACILITY USE AGREEMENT is entered into and shall be effective as of January 1, 2013 (the “effective date”).

RECITALS:

1. City owns certain facilities commonly known as the Hollenbeck Ballfield and Snack Bar (the “Premises”) located upon City property adjacent southerly to the Parks & Recreation Department Office in Hollenbeck Park located at 1250 North Hollenbeck Avenue, Covina, California.

2. League shall have the right to conduct a youth baseball program at Hollenbeck Park Ballfield and to operate the snack bar facilities for the period from January 1, 2013 through December 31, 2013.

AGREEMENT:

In consideration of the mutual promises set forth below, the parties agree as follows:

1. **PREMISES:** The Premises include those improvements commonly known as the “Hollenbeck Ballfield” located adjacent to and southerly of the Parks & Recreation Department Office, 1250 North Hollenbeck Avenue, Covina, California.

2. **TERM:** The term of this Agreement shall be one (1) year commencing from the “effective date.” City/League shall have the right to terminate this Agreement prior to expiration of the term for any reason or no reason, upon written notice of such intent at least ninety (90) days prior to the date of such termination.

3. **UTILITIES:** CITY shall pay and be solely responsible for all utilities furnished to the Premises.

4. **PAYMENT PROCESS:** The League must provide ALL game schedules prior to the start of each season. Use of sports lighting will be billed at the conclusion of each season of play by the City to the League at an hourly rate of fifteen dollars (\$15) based on the game schedules provided and as compared to the monthly billing statements from Southern California Edison. Previous season’s light charges are to be paid by League prior to the start of the season. The use schedule shall specify the number of light use hours for the season. Changes to the use schedule must be submitted to the City within twenty-four (24) hours of the change.

5. **MAINTENANCE:** League shall maintain the Premises in a safe and sanitary condition and in good repair.

a. City shall have no obligation to make any repairs or undertake any maintenance. City, upon request may assist the League with irrigation and field maintenance projects. Requests must be submitted to the Parks & Recreation Department in advance, two (2) weeks when possible. The City will make every effort to accommodate the League's request and will notify League to confirm scheduling of work.

b. League shall provide general routine building maintenance to include painting of the exterior, maintenance of infield, plumbing, roofing, infield irrigation, and electrical repairs. Any modifications to buildings or grounds or any construction or improvements undertaken by League, including, but not limited to, painting, repairs, replacements and grounds refurbishment, must meet with prior written approval of the City and shall be subject to all applicable laws and regulations.

(1) All requests must be made in writing to the Parks & Recreation Department a minimum of thirty (30) days in advance.

c. League shall maintain the facility in a neat and tidy manner. Equipment, supplies and materials shall be stored securely and not out in open areas. At the conclusion of the season all equipment shall be returned to storage within fourteen (14) days of the final game. This includes, but is not limited to vinyl tarps, trash cans, drags, canopies, and tables.

6. **PESTICIDES:** League shall provide City, in writing, four (4) weeks in advance of all pesticide applications, the following:

- a. Plot plan detailing where the spraying will take place
- b. Date and time of pesticide application
- c. Complete Material Safety Data Sheet for the product being applied
- d. Amount of the pesticide being applied
- e. Method of application
- f. Name and qualifications of the person applying the pesticide, and if using a restricted chemical, verification of California State Applicators License.

7. **WATERING REQUIREMENTS:** The City will be responsible for notifying the League, in writing, of any water usage restrictions or requirements.

a. The League will be responsible for adhering to these restrictions and/or requirements as informed by the City.

b. The League will be responsible for any costs incurred by the City due to imposed penalties if the League fails to adhere to the water usage restrictions and/or requirements.

c. The League needs to ensure that all volunteers who have access to the irrigation controller are trained properly to avoid water issues in the main section of the park.

8. **IRRIGATION CONTROLLER:** The City will be responsible for maintaining the irrigation controller including any necessary repairs. The League will be responsible for any damage or loss of the irrigation controller.

9. **INFORMATION REQUIREMENTS:** League shall provide the City with the following information prior to the effective date of this Agreement:

- a. Complete list of current League board members, including first name, surname, and title.
- b. At least one current mailing address for the League board or the chief member thereof.
- c. A list of at least five (5) persons and their phone numbers in priority order to be contacted in case of emergency or immediate concern.

8. **BACKGROUND CHECKS:** City recommends that the League process background checks for all League coaches, by way of fingerprint screening through the Department of Justice. League would be responsible for receiving screening results from the Department of Justice and maintaining the confidentiality of the information associated with said fingerprinting.

9. **ADDITIONAL FACILITIES:** City will coordinate use of Covina-Valley Unified School District facilities and City facilities. On behalf of League, City will be responsible for all communication with the District. All questions and concerns regarding facilities, repairs, scheduling or use of District facilities are to be directed to the City. The School District/City has agreed to provide practice fields on a school-by-school or park-by-park basis with the following League responsibilities:

- a. Perform a safety inspection of all fields prior to use; clean up all broken glass or other debris which may make use of the field unsafe. If the unsafe condition remains, the field will not be used, and League shall notify the City in writing within twenty-four (24) hours of discovering an unsafe condition.
- b. Collect all litter on playing fields and dispose of it in the trash cans or bags (provided by League).
- c. Attend a preseason meeting arranged by City with the Principal of those schools where use by League has been approved.
- d. All vehicles must be parked in designated parking areas; no vehicles are allowed on the playing fields, turf, black top, sidewalks or another area not designated for parking.
- e. Require that a parent or responsible adult be available to take participants off-site to use restroom facilities as needed. League shall not allow participants to use hallways, alcoves, planters or trees as a replacement for taking participant to off-site restroom facility.
- f. Should facilities be damaged or vandalized, and it is determined by City after reviewing the facts that League was responsible, reimbursement will be made by League.

10. **INSURANCE:** League shall obtain and maintain at all times during the Term of this Agreement Comprehensive General Liability Insurance protecting City in amounts not less

than two million dollars (\$2,000,000) for personal injury to any one person, two million dollars (\$2,000,000) for injuries arising out of any one occurrence, and two million dollars (\$2,000,000) for property damage or a combined single limit of two million dollars (\$2,000,000). Such insurance shall name City of Covina and its officials, officers, employees, volunteers, invitees and agents, Charter Oak Unified School District and Covina-Valley Unified School District as additional insured parties. All insurance provided by League under this paragraph and all renewals shall be issued by such good, responsible and standard companies rated at least A: Class VII in the current edition of Best's Insurance Guide and authorized to do business in California.

a. League shall file and annually maintain, in the City Clerk's office, certificate(s) of insurance, which evidences compliance with the requirements in Paragraph 10 of this Agreement.

b. League shall maintain fire and extended coverage insurance upon the premises in accordance with its customary practices.

11. **INDEMNIFICATION:** League agrees to defend, indemnify, and hold harmless the City, its officers, officials, employees, volunteers, invitees and agents from and against any and all claims, demands, losses, defense costs, or liability of any kind or nature which City may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property arising out of League's negligent, wrongful or unlawful performance under the terms of this Agreement, excepting only liability arising out of the sole negligence of City.

a. League shall have each parent sign a hold harmless form as provided by the City of Covina Parks & Recreation Department.

12. **SIGNS:** League shall place no signs upon the exterior of the premises without City's prior written approval.

13. **ASSIGNMENT:** League shall not assign this Agreement or any interest therein or sublet the premises in whole or in part without City's prior written approval.

14. **LIENS:** League shall keep the premises free of all liens.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

CITY OF COVINA

DATE: _____

BY: _____
Kevin Stapleton, Mayor

ATTEST:

Catherine LaCroix, Chief Deputy City Clerk

DATE: _____

COVINA BASEBALL ASSOCIATION

DATE: _____

BY: _____

Title

Approved as to form this 5th day of February, 2013.

City Attorney

CITY OF COVINA
AGENDA ITEM COMMENTARY

MEETING DATE: February 5, 2013

ITEM NO.: CC 6

STAFF SOURCE: Amy Hall-McGrade, Parks & Recreation Director *AH*
Lisa Evans, Parks & Recreation Manager *LE*

ITEM TITLE: Approval of Professional Services Agreement with Van Dam Engineering for the design of Cougar Park Project #M-1204 in the amount of \$169,851.

STAFF RECOMMEDATION:

Approval of Professional Services Agreement with Van Dam Engineering for the design of Cougar Park Project #M-1204 in the amount of \$169,851.

FISCAL IMPACT:

There is no General Fund impact. Expenditures for the design of Cougar Park project are budgeted in account 4600 3400 55200.

BACKGROUND:

The California State Parks Office of Grants and Local Services awarded the Parks & Recreation Department with \$2,125,750 grant for the development of Cougar Park. The park amenities will include Community Center, Children's playground, splash pad and water spray feature, community garden, historical mural, benches, picnic area, and parking lot.

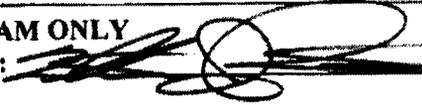
Van Dam Engineering will provide the following services for the design of Cougar Park to include complete design drawings based on the conceptual site plans provided: construction documents, specifications and estimate of probable construction cost, bid assistance and construction observations. These services are outlined in Exhibit "A" of the Professional Services Agreement. The project is estimated to be completed by September 30, 2014.

RELEVANCE TO THE STRATEGIC PLAN:

The development of Cougar Park will increase the Park System acreage and recreational opportunities for the community residents and meets with the Strategic goal of "Enhancing Safety and Quality of Life."

EXHIBITS:

A. Professional Services Agreement

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 5th day of February, 2013 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 Van Dam Engineering, sole proprietorship with its principal place of business at 1844 West 11th Street, Suite D Upland, California 91786-3586 (“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 Architectural and Engineering services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project

City desires to engage Consultant to render such services for the Cougar Park 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 Architectural and Engineering consulting services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules, and regulations.

3.1.2 Term. The term of this Agreement shall be from February 5, 2013 to September 30, 2014, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and

deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Responsibilities of Consultant.

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

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

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

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

3.2.5 City's Representative. The City hereby designates the Parks & Recreation Director, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the

City for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than the City's Representative or his or her designee.

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

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

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

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

3.2.10 Laws and Regulations; Employee/Labor Certifications. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all

Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

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

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

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

3.2.10.4 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake

self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

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

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

3.2.11 Insurance.

3.2.11.1 Time for Compliance. Consultant shall not commence 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*: \$1,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.

3.2.11.3 Professional Liability (Errors and Omissions). 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 \$2,000,000 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 at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed One hundred sixty nine thousand eight hundred and fifty one dollars (\$169,851) without written approval of the City Manager, or his or her designee. 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 the City Manager.

3.3.5 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and

“maintenance” projects. If the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant’s principal place of business and at the project site. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4 Termination of Agreement.

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

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

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

3.5 Ownership of Materials and Confidentiality.

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

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

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

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

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

Van Dam Engineering
1844 West 11th Street, Suite D
Upland, California 91786-3586
Attn: Jeffrey C. Van Dam

City:

City of Covina
125 E. College St.
Covina, CA 91723
Attn: Amy Hall-McGrade
Parks & Recreation Department

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

3.6.2 Indemnification.

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

3.6.2.2 Additional Indemnity Obligations. Consultant shall defend, with Counsel of City's choosing and at Consultant's own cost, expense and risk, any and all claims,

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

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

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

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

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

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

3.6.8 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and

subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

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

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

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

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

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

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

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

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

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

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

[SIGNATURES ON NEXT PAGE]

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF COVINA
AND VAN DAM ENGINEERING**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the 5th day of February, 2013.

CITY OF COVINA

By: _____
Daryl Parrish, City Manager

VAN DAM ENGINEERING
a Sole Proprietor

By: _____
Signature

Name (Print)

Title (Print)

Covina Business License #: _____ Expires: _____

Federal Tax I.D. #: _____

ATTEST:

Kay Manning, City Clerk, City of Covina

Approved as to form this 5th day of February, 2013.

City Attorney

BACKGROUND

The City of Covina owns the existing 1.06 acre site to be known as Cougar Park, located at Puente Street, Covina California. The site is currently undeveloped, relatively flat land which drains naturally by sheet flows and culvert. The site is accessed by a 28 foot wide by 465 foot long driveway from Puente Street.

Immediately to the North and East of the site are commercial properties beyond which lie a mix of uses including an adult school, a church, commercial properties and single family residential developments. Single family detached residential properties adjoin the South property line and to the West lies undeveloped land belonging to the School. see Exhibit "A"

In July 2011 the City of Covina applied for a grant under the State of California "Statewide Park Development and Community Revitalization Program of 2008" to develop the site as a Community Park. The Grant Application was approved in March 2012.

PROJECT UNDERSTANDING

It is our understanding that the site is to be developed as a Community Park that will be served with water, electricity, telephone service and connection to the main sewer. The park will include a Community Center and Restroom Building, Children's Splash ground Water feature, Children's playground with some ADA accessible equipment, a community garden and a picnic area, all as shown on the Conceptual Site Plans, Exhibits "B" and "C" as provided by the City.

It is also our understanding that the project consists of the consultants coordinating with City staff and the City selected Playground and Splash Ground Equipment providers, where by the consulting team will provide complete Design Drawings based on the conceptual site plans provided; Construction Documents, specifications and Estimate of probable Construction Cost; Bid Assistance and Construction Observations for the project

WORK PLAN/METHODOLOGY

The following is our proposed work plan/methodology based on our understanding of the project at this time.

Phase I. Design

1. Meet with city representatives to verify the project program and site conditions.
2. Survey the site and prepare, Boundary Calculations; Field Survey; Topographic Map, preliminary grading plan and utilities plan for the installation of the new sewer and water service a plan.
3. Take a test borings at selected locations and a Double Ring Infiltrometer test on site and prepare Reports of the findings together with design recommendations for drainage, paving and footings.
4. Coordinate with the Fire Department for Fire Department and Fire Prevention requirements.
5. Prepare site plan for demolition and new work based on the Conceptual Site plan.
6. Prepare Design Development plans and elevations of the Community center and Restroom Building based on the Conceptual Site Plan.
7. Prepare preliminary MEP concepts for the Building and Site.
8. Review practicality of incorporating Solar energy for electricity and hot water.
9. Prepare preliminary concepts for the Children's Play Area and Splash Ground Water feature.
10. Prepare preliminary landscape and irrigation designs.
11. Prepare preliminary estimate of construction costs.
12. Review design documents with City Project Manager and make any changes required.
13. Submit final design documents to City Planning Division for review, attend Planning Commission meeting, and make city requested changes if required.
14. Submit final design documents for City Planning Division approval.
15. City shall pay for all City fees and Building permits.
16. Attend City Council Meeting if required.

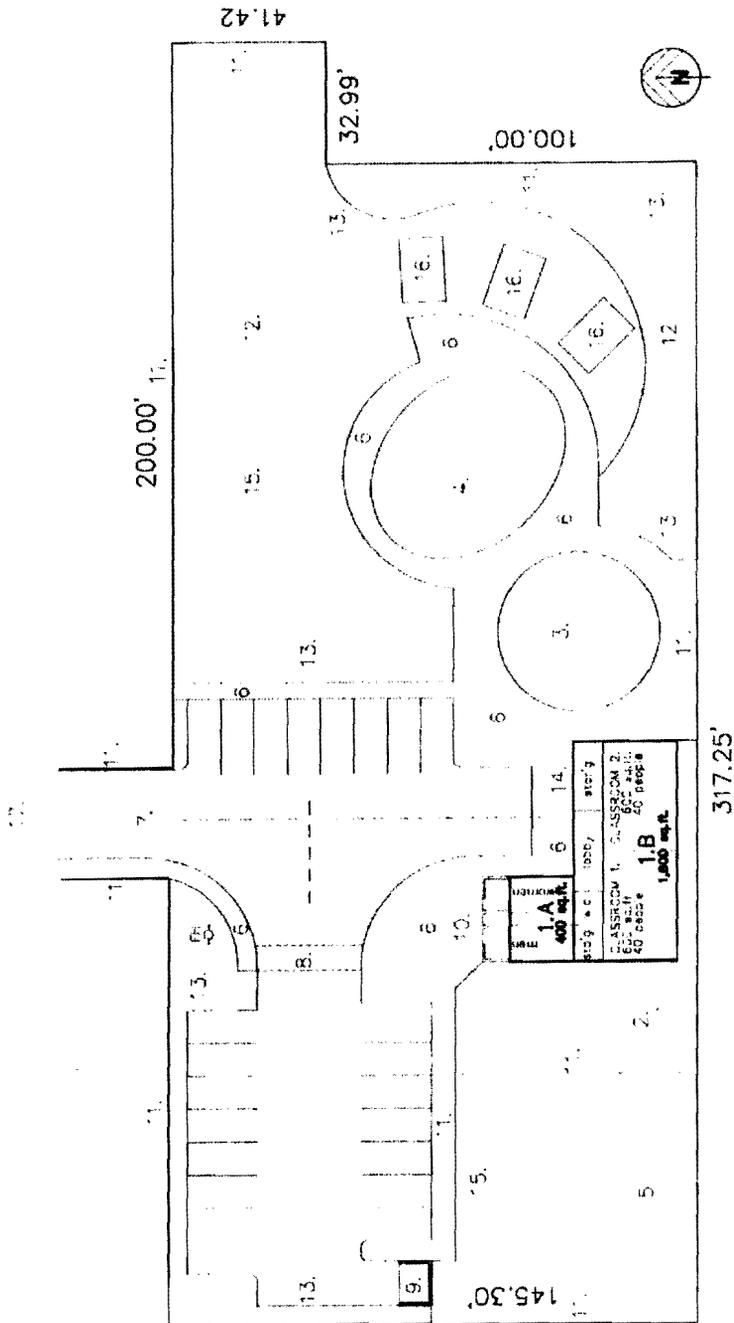
Phase 2. Construction Documents

1. Prepare 65% complete construction documents for all improvements and submit five (5) review sets to project manager for comment. Make all required corrections.
2. Drawings shall include:
 - A precise grading plan showing all pad elevations
 - Erosion control plan.
 - Storm water Documents.
 - Site utilities plan.
 - Hydrology study.
 - Site plan and site details including, community garden, paving, parking and trash enclosure.
 - Plans, sections, elevations, schedules and details for the Community Center and restroom Building.
 - Structural plans, details and calculations for the Building and site amenities as necessary including pads, walls and trash enclosure.
 - Plans, schedules and details for site and Building Mechanical, Electrical and Plumbing services.
 - Plan, schedules and details for the Children's Play Area and Equipment.
 - Plan, schedules and details for the Splash Ground Water feature.
 - Site Plans, schedules and details for Landscaping, site furniture and Irrigation.
3. Update estimate of probable construction cost.
4. Prepare 95% final plans, details, specifications, calculations and bid documents in sufficient detail to obtain competitive bids. Plans shall incorporate city standards and meet Federal, State, Local and ADA requirements.
5. Submit (5) blue line sets of plans, stamped and wet signed for final review and City plan check.
6. If required by the City, correct plans as necessary.
7. Resubmit two (2) blue line sets for re-check

Phase 3. Bid Assistance

1. Assist City during the preparation of bid documents and through the bidding process. Attend pre-bid job walk and respond to RFI from contractors and assist City with preparation of contract

2. **Phase 4. Construction Observation**
 1. **Plan, schedule and attend pre-construction meetings, prepare agenda and minutes.**
 2. **Provide weekly site visitations to observe construction/ renovation progress, quality and conformity with the plans. Provide recommendations for corrections of deficiencies as required.**
 3. **Review shop drawings, samples and other submittals. Shop drawings will be reviewed for general compliance with project construction drawings and project intent.**
 4. **Provide reasonable assistance to the City during construction to clarify the intent of the plans and specifications.**
 5. **Assist in determining and processing change orders except for changes in project scope.**
 6. **Participate in final project review at the completion of construction. Furnish final "punch list" to City Project Manager.**
 7. **Attend meetings with City Project Manager and prepare report on progress of project.**
 8. **Attend final walk through inspection.**
 9. **Provide set of as-built documents on paper and CD.**
 10. **City shall process "Notice of Completion" document on completion of the project.**



PLAN

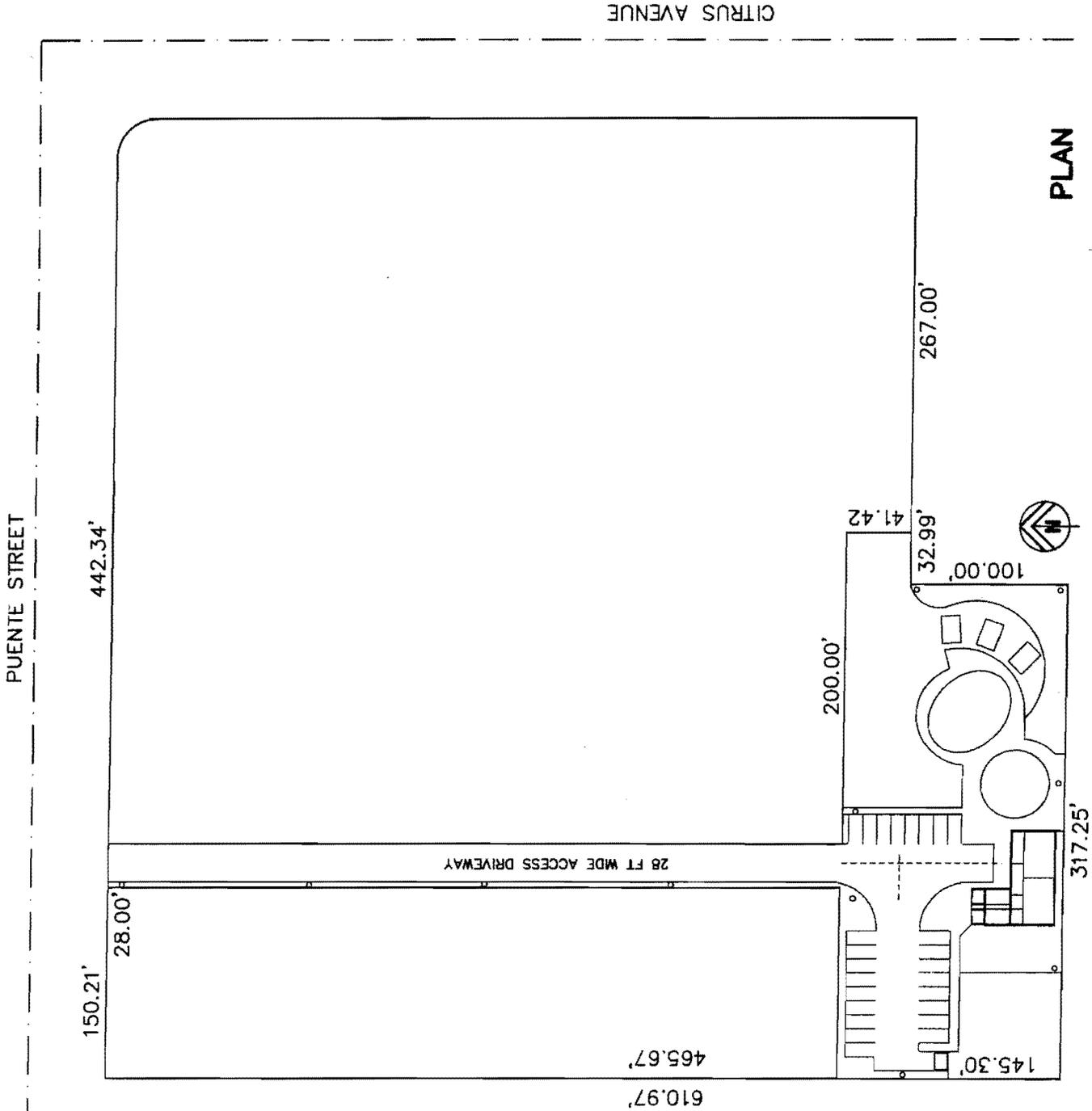
LEGEND

1. Construct Community Center with Lobby, Bathroom and 2 Classrooms for 80 people.
2. Construct enclosed outdoor space adjacent to Community Center.
3. Construct Children's Splash Ground water feature and water recovery storage.
4. Construct playground for ages 5-12 and include some ADA accessible components.
5. Provide space for small Community Garden.
6. Construct ADA accessible Walking Paths connecting activity areas.
7. Construct Vehicular Drive and ADA accessible side walk from Puente Street to the Park.
8. Construct pervious concrete Parking Area with turnaround to Fire Department standards.
9. Construct "rain enclosure".
10. Provide Sewer, Water, Electric and Telephone Utility Services and connections.
11. Construct perimeter Fencing and Walls on property lines.
12. Install landscaping to include shade trees and drought tolerant materials.
13. Install Lighting throughout the park.
14. Paint Mura on wall.
15. Install landscape irrigation System.
16. Construct Picnic Table pads and install Picnic tables.
17. Monument sign at street entry and general site signage.

PROPOSED CONCEPTUAL SITE LAYOUT PLAN for COUGAR PARK, COVINA, CA

JUNE 15, 2017

EXHIBIT "A"



PROPOSED CONCEPTUAL SITE PLAN for COUGAR PARK , COVINA, CALIFORNIA.
JUNE 15 2011

Fee Proposal For Cougar Park, Covina, Ca.

City Project No.

We hereby submit our fee for Topographical Survey, Civil Engineering, Geotechnical Studies, Structural Engineering, Architectural Services, MEP Engineering, together with Landscape and Irrigation Design Consulting services for the project in accordance with our proposal for these services as outlined in the "Work Plan/ Methodology" Section of this Proposal. dated March 8, 2011 submitted under separate cover.

Phase 1. Design \$ 57,200.00

"Not to Exceed Fee" for services and expenses related to "Work Plan/Methodology" item "Phase 1" *Design* including:

- Site visits and field review fees.
- Minimum of two meetings with Staff reviewing design conformance with City's requirements; one meeting with City Planning staff and one attendance at City Council meeting.

Phase 2. Construction Documents \$ 57,900.00

"Not to Exceed Fee" for services and expenses related to "Work Plan/Methodology" item "Phase 2" *Construction Documents* including:

- Minimum of two meetings with Staff to review 65% and 95% complete documents.
- Meeting with plan checker to review project plans.

Phase 3. Bid Assistance \$ 5,500.00

"Not to Exceed Fee" for services and expenses related to "Work Plan/ Methodology" item "Phase 3" *Bid Assistance* including:

- Attend the "Pre-bid conference and job walk" and in conjunction with Equipment Providers, give detailed presentation of construction plans.
- Answer design questions from contractors during "bidding process."
- Consultant assistance for issuance of contract Addenda if the contractor's inquiries require modifications or clarifications to the plans, contract documents, or specifications.

- Fee for incidental printing, reproducing etc., of consultants documents generated in this Phase will be included in the item listed and no separate fee will be considered.

Phase 4. Construction Observations \$ 26,400.00

"Not to Exceed Fee" for services and expenses related to "Work Plan/Methodology" item "Phase 4" Construction Observation:

CEQA Compliance \$ 7,411.00

A sum of \$ 7,411.00 was allowed in the Grant Application for CEQA compliance.

.....
 Total of Foregoing Items.....\$ 154,411.00

Contingency \$ 15,440.00

A 10% contingency is recommended to cover the possibility of addition costs which may include additional solar consulting services and specifications. These costs will only be utilized if authorized in writing by the City Project Manager prior to the service being provided.

TOTAL PROJECT COST shall not exceed \$ 169,851.00

The construction of the project will take approximately 160 consecutive working days and required weekly construction observations. Related administration will be provided.

Include in the fee for the Construction Phase will be:-

- Pre-construction meeting.
- Weekly site visitations to observe construction progress and quality of workmanship. Provide recommendations for correction of deficiencies, as required.
- Provide consultant review services during the construction for shop details or drawings that may be required.
- Assist in determining and processing payment demands and change orders.

- Participate in final project review at the completion of construction and prepare final "punch list".

Included

Included in the Total Project Costs are travel expenses, communication expenses, and reproduction of documents through the plan check process.

NOT included

Not included are reproduction of documents for bid or construction purposes; utility or agency fees, or fees for services of consultants other than those included in this proposal; the services or fees of the city selected Playground and Splash Ground Water feature Equipment providers; construction staking, pad certification, or other services not mentioned in this proposal.

Fees for additional consultants and/or additional services required for this project shall be charged at the consultant's standard hourly rate plus 10% for administration when pre-approved in writing by the City Project manager.

Invoices shall be submitted to the city on a monthly basis for work and expenses completed by the project team up to the date of the invoice. Invoices shall be due and payable up on receipt.

Consultants Hourly Rate Schedule

COMPANY NAME	CONSULTANT	HOURLY RATE
Jeffrey C. Van Dam	Jeffrey C. Van Dam	\$ 125.00
Land Development Design	Kevin Richer	\$ 100.00
	Design Draftsmen	\$ 85.00
Environs Inc.	Brett French	\$ 100.00
Michael Evans	Michael Evans	\$ 85.00
Design West Engineering	Steven Johnson	\$ 140.00
	Leo Maya	\$ 140.00

Authorization to Proceed

Van Dam Engineering is looking forward to the opportunity of continuing to work with the City of Covina on this special project.

Please signify your approval and acceptance of this Proposal for Cougar Park, including the Fee Proposal by signing in the space provided below under AUTHORIZATION TO PROCEED.

If you have any questions please do not hesitate to call Jeff Van Dam at 909 931 5070 or Michael Evans at 909 989 9691.

Sincerely



VAN DAM ENGINEERING

Date: 5/24/2012

Authorization to Proceed

Approved and Accepted for the City of Covina:

By:

Title:

Date:

CITY OF COVINA
AGENDA ITEM COMMENTARY

MEETING DATE: February 5, 2013

ITEM NO.:

CC 7

STAFF SOURCE: Amy Hall-McGrade, Parks & Recreation Director *AH*
Lisa Evans, Parks & Recreation Manager *LE*

ITEM TITLE: Adopt Resolution No. 13-7128 amending the City of Covina Parks & Recreation Department's fiscal year 2012-2013 operating budget.

STAFF RECOMMENDATION

Adopt Resolution No. 13-7128 amending the City of Covina Parks & Recreation Department's fiscal year 2012-2013 operating budget.

FISCAL IMPACT

There is no General Fund impact. All costs will be covered by program fees.

The account numbers requiring budget amendment are:

1010 RS11 43317	\$3,960
1010 RS11 50015	\$2,510
1010 RS11 51600	\$330
1010 RS11 53440	\$370
1010 RS11 53590	\$390
1010 RS11 54410	\$130
1010 RS11 54610	\$90

BACKGROUND

In November 2012, Recreation Services Division staff conducted a survey of Summer Day Camp families to determine if a need existed for a Spring Day Camp program. Many families indicated that it would be beneficial if the department offered the Day Camp program during the week that their child/children are on spring break. The Spring Day Camp program will take place April 1-5, 2013.

RELEVANCE TO THE STRATEGIC PLAN

The development of a Spring Day Camp program enhances the goal of "Enhancing Safety and Quality of Life" by providing a positive, structured, safe and affordable activity for school-age children.

EXHIBITS

A. Resolution No. 13-7128

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

RESOLUTION NO. 13-7128

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, AMENDING THE FISCAL YEAR 2012-2013 PARKS & RECREATION DEPARTMENT'S OPERATING BUDGET.

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

WHEREAS, the budget for the City of Covina for fiscal year commencing July 1, 2012 and ending June 30, 2013 was approved on June 19, 2012; and

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

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

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

SECTION 1. Amend the fiscal year 2012-2013 Parks & Recreation Department's operating budget as follows:

1010 RS11 43317	\$3,960
1010 RS11 50015	\$2,510
1010 RS11 51600	\$330
1010 RS11 53440	\$370
1010 RS11 53590	\$390
1010 RS11 54410	\$130
1010 RS11 54610	\$90

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

PASSED, APPROVED AND ADOPTED this 5th day of February 2013.

Mayor

ATTEST:

Deputy City Clerk

CITY OF COVINA
AGENDA ITEM COMMENTARY

MEETING DATE: February 5, 2013

ITEM NO.: CC 8

STAFF SOURCE: Kim Raney, Chief of Police 

ITEM TITLE: Resolution of the City Council of the City of Covina, County of Los Angeles, State of California, to accept grant funding from the State of California Department of Alcoholic Beverage Control.

STAFF RECOMMENDATION:

1. Adopt **Resolution No. 13-7129** to accept grant funding from the State of California Department of Alcoholic Beverage Control for Minor Decoy/Shoulder Tap training operations.
2. Adopt **Resolution No. 13-7130** which authorizes an increase to the Police Department 2012-2013 budget in the amount of \$9,500
3. Authorize the City Manager or his designee to execute the grant documents on behalf of the City of Covina.

FISCAL IMPACT:

There is no additional appropriation needed from the general fund; however, the adoption of this resolution will increase the Police Department's expenditure account 22301130 50030 ABC by \$9,500 and the revenue account 22301130 42190 ABC by \$9,500 which is the amount allocated for the City of Covina Police Department.

BACKGROUND:

On January 8, 2013, the Covina Police Department received notification that our grant funding request through the State of California Department of Alcoholic Beverage Control had been approved in the amount of \$9,500. This grant funding will allow the Covina Police Department to participate in the Department of Alcoholic Beverage Control's Minor Decoy/Shoulder Tap training operation. It is anticipated that the operation will begin in February and conclude by June 30, 2013.

RELEVANCE TO THE STRATEGIC PLAN:

None

EXHIBITS:

- A. Copy of confirmation letter dated January 8, 2013
- B. Resolution No. 13-7129
- C. Resolution No. 13-7130

REVIEW TEAM ONLY

City Attorney:



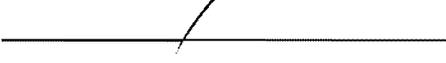
Finance Director:



City Manager:



Other:



DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL

3927 Lennane Drive, Suite 100
 Sacramento, CA 95834
 (916) 419-2500



January 8, 2013

Contents
 Noted
 K. Raney

Chief Kim Raney
 Covina Police Department
 444 North Citrus Avenue
 Covina, CA 91723-2065

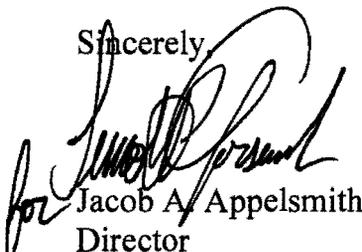
Re: Minor Decoy/Shoulder Tap Grant

Dear Chief Raney:

We are please to inform you your agency has been selected to receive funding to participate in the Department of Alcoholic Beverage Control's Minor Decoy/Shoulder Tap training mini grant. We anticipate operations to begin in February and conclude on June 30, 2013. Funding for this project comes from the Office of Traffic Safety through the National Highway Traffic Safety Administration.

In order to expedite the issuance of your contract please review and complete the enclosed Minor Decoy/Shoulder Tap Information Sheet. You can mail, fax or email this information to our Grant Coordinator, Diana Fouts-Guter at 3927 Lennane Drive, Suite 100, Sacramento, CA 95834, Fax: (916)419-2599, or email her at Diana.fouts-guter@abc.ca.gov. Once we receive the completed information sheet, your designated Operations Officer will be contacted by a Department Agent for training.

We appreciate your prompt response and look forward to working with your agency. If you have any questions feel free to call Patrick Deasy, District Administrator of our Grant Unit, at (916)419-2507.

Sincerely,

 Jacob A. Appelsmith
 Director

Cc: Sergeant Gregg Peterson

Enclosure

RESOLUTION NO. 13-7129

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
COVINA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA,
TO ACCEPT \$9,500 IN FUNDING RESULTING FROM A GRANT
AWARD BY THE STATE OF CALIFORNIA DEPARTMENT OF
ALCOHOLIC BEVERAGE CONTROL.**

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

WHEREAS, the City of Covina was notified of funding approval from the State of California Department of Alcoholic Beverage Control, in the amount of \$9,500 on January 8, 2013; and

WHEREAS, these funds will be for used for the Minor Decoy/Shoulder Tap Grant Program proposal submitted and approved by the Department of Alcoholic Beverage Control; and

WHEREAS, the acceptance of this award may be made by the City Manager or his designee and shall be by approval and Resolution of the City Council;

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

SECTION 1. The City Clerk shall certify to the adoption of this resolution.

PASSED, APPROVED AND ADOPTED this 5th DAY OF February, 2013.

Kevin Stapleton, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM;

Marco Martinez, City Attorney

RESOLUTION NO. 13-7130

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, TO INCREASE THE POLICE DEPARTMENT 2012-2013 BUDGET BY \$9,500 RESULTING FROM A GRANT AWARD BY OFFICE OF TRAFFIC SAFETY.

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

WHEREAS, the City of Covina was notified of funding approval from the State of California Department of Alcoholic Beverage Control in the amount of \$9,500 on January 8, 2013; and

WHEREAS, accepting this award will increase the Police Department's appropriation and revenue accounts by the same amount; and

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

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

SECTION 1. Amend the fiscal year 2012-2013 Police Department Budget as follows:

Appropriation account	2230-1130-50030	ABC	\$9,500
Revenue account	2230-1130-42190	ABC	\$9,500

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

PASSED, APPROVED AND ADOPTED this 5th DAY OF February, 2013.

Kevin Stapleton, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM;

CITY OF COVINA
AGENDA ITEM COMMENTARY

MEETING DATE: February 5, 2013

ITEM NO.: CC 9

STAFF SOURCE: Kalieh Honish, Interim Public Works Director *KH*
Alex González, Assistant Director of Public Works
Laura Lara, Assistant Civil Engineer

ITEM TITLE: Award Bid for Water Main Replacement at Hollenbeck Avenue and Front Street– Project No. W-1207

STAFF RECOMMENDATION:

That the City Council:

- a. Approve the construction drawings for the project; and
- b. Award the bid for Water Main Replacement at Hollenbeck Avenue and Front Street, Project No. W-1207, to Gentry Brothers, Incorporated as the lowest responsive and responsible bidder in the amount of \$360,973.25.

FISCAL IMPACT:

The project will be funded with City's 2010 Water Revenue Bonds which are budgeted within Account No. 6011-5060-55420. The remaining expenditures for the project are limited to the costs of in-house Engineering and Inspection costs, all of which are budgeted within the approved Fiscal Year 2012-13 Budget under Account No. 1010-2100-50010. Accordingly, awarding the bid for the project will have no negative fiscal impact.

BACKGROUND:

Project W-1207 consists of the replacement of main water lines, including the installation of upgraded fire hydrants and new service laterals on Hollenbeck Avenue between San Bernardino Road and Edna Place and Front Street east of Hollenbeck Avenue. Upon the completion of Project No. W-1207, the Hollenbeck Avenue roadway will be resurfaced as a separate project.

The project was duly noticed and advertised, and bids for the project were received in the City Clerk's office on December 6, 2012. As shown on the attached summary of bids, Gentry Brothers, Incorporated submitted the lowest responsive and responsible bid in the amount of \$360,973.25. The highest bid was \$745,930.00 by Tomovich & Associates. The Engineer's estimate for the project was \$380,000.00.

RELEVANCE TO THE STRATEGIC PLAN

While not directly responsive to any of the currently identified objectives of the Strategic Plan improvements of the City's water supply system to develop operational redundancy support the specific Strategic Plan's Goals of enhancing financial stability and becoming an environmentally sustainable community.

EXHIBITS:

- A. Bid Summary
- B. Project Plans on file with the Public Works Department

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

**BID SUMMARY - PROJECT W-1207
WATER MAIN REPLACEMENT AT HOLLENBECK AVENUE
STREET OVERLAY AT FRONT STREET
12/6/12**

A. SEWER MAIN REPLACEMENT AT VINCENT AVENUE 260' NORTH OF BADILLO STREET															
ITEM NO.	DESCRIPTION	Qty.	Unit	1) Gentry Bros	2) TE Roberts Inc	3) GRFCO Inc	4) Fraijo Bros	5) Vido Samarzich	6) MNR G.E.C	7) Bali Const	8) MG Enterprise	9) E & R Const	10) Atlas Underground	11) J. Salazar Construction	12) Tomovich & Assoc.
1	4" C-900 Pipe, Class 200	80	L.F.	3,200.00	7,360.00	10,000.00	6,000.00	4,800.00	8,000.00	2,680.00	12,000.00	3,840.00	5,440.00	2,400.00	17,900.00
2	6" C-900 Pipe, Class 200	100	L.F.	4,200.00	7,700.00	12,500.00	8,000.00	6,500.00	12,000.00	4,225.00	15,000.00	5,800.00	11,200.00	3,400.00	20,000.00
3	8" C-900 Pipe, Class 200	500	L.F.	25,000.00	26,500.00	50,000.00	37,600.00	35,000.00	34,000.00	25,125.00	40,000.00	32,500.00	50,500.00	18,900.00	87,500.00
4	12" C-900 Pipe, Class 200	1,200	L.F.	66,000.00	74,400.00	150,000.00	84,444.00	93,600.00	86,400.00	87,900.00	90,000.00	96,000.00	141,600.00	78,000.00	240,000.00
5	Hot tap existing 12" Water Main. Install 12"x 12" tapping sleeve w/std thrust block megalug thrust restraint or weld nozzle with wrap.	1	EA.	5,000.00	5,400.00	8,000.00	6,206.00	7,500.00	7,800.00	5,545.00	3,500.00	4,500.00	7,052.00	6,000.00	5,000.00
6	Single trench, 1", 1 1/2" or 2" Service per Detail "Water Line, complete per Detail "B". (Cost of trenching & backfilling included)	8	EA.	18,400.00	23,200.00	16,000.00	16,000.00	16,000.00	14,400.00	28,162.00	16,000.00	14,400.00	26,224.00	14,400.00	25,600.00
7	Install Clow 360-350 Fire Hydrant with 6" line & valve per Detail "A". (Cost of trenching & backfilling included)	4	EA.	22,000.00	27,200.00	16,000.00	32,000.00	34,000.00	22,000.00	25,650.00	30,000.00	28,800.00	39,796.00	28,000.00	24,800.00
8	Install 8" MJ x FL- 45 Degree Bend	2	EA.	900.00	1,400.00	1,000.00	2,500.00	550.00	800.00	824.00	2,000.00	770.00	1,270.00	1,000.00	800.00
9	Install 12" MJ x MJ - 45 Degree Bend	4	EA.	2,200.00	3,800.00	2,000.00	5,852.00	1,300.00	1,800.00	2,069.00	6,000.00	2,320.00	3,136.00	2,400.00	2,000.00
10	Install 8" x 6" MJx MJ Reducer	1	EA.	350.00	700.00	500.00	1,200.00	175.00	400.00	355.00	1,500.00	360.00	635.00	1,100.00	350.00
11	Install 8" MJ x 8" MJ x 4" FL Tee	1	EA.	600.00	350.00	500.00	1,303.00	350.00	480.00	355.00	1,500.00	380.00	608.00	1,300.00	450.00
12	Install 8" MJ x 8" MJ x 6" FL Tee	1	EA.	600.00	700.00	500.00	1,314.00	375.00	500.00	355.00	1,500.00	365.00	638.00	1,500.00	475.00
13	Install 12" MJ x 12" MJ x 4" FL Tee	1	EA.	700.00	1,000.00	500.00	1,553.00	500.00	600.00	571.00	1,500.00	680.00	880.00	1,500.00	550.00
14	Install 12" MJ x 12" MJ x 6" FL Tee	1	EA.	700.00	1,000.00	500.00	1,574.00	400.00	640.00	490.00	1,500.00	680.00	897.00	1,500.00	570.00
15	Install 12" FL x 12" FL x 6" FL Tee	1	EA.	700.00	1,000.00	500.00	1,640.00	500.00	720.00	810.00	1,500.00	700.00	897.00	1,500.00	570.00
16	Install 12" FL x 12" MJ x 8" FL Tee	1	EA.	1,200.00	1,500.00	500.00	2,006.00	1,200.00	770.00	1,030.00	1,500.00	1,250.00	1,461.00	1,800.00	900.00
17	Install 12" MJ x 12" MJ x 8" FL Tee	1	EA.	800.00	1,000.00	500.00	1,605.00	500.00	680.00	1,057.00	1,500.00	1,000.00	943.00	1,200.00	580.00
18	Install 12" FL x 12" FL x 8" FL x 8" FL Cross	1	EA.	1,200.00	1,300.00	1,000.00	2,104.00	1,200.00	900.00	1,575.00	1,500.00	1,000.00	1,926.00	1,600.00	1,050.00
19	Install 4" FL x MJ Gate Valve with Locking Gland	2	EA.	2,000.00	3,000.00	2,000.00	15,450.00	2,400.00	1,400.00	2,527.00	3,000.00	2,000.00	2,264.00	3,000.00	1,580.00
20	Install 8" FL x MJ Gate Valve with Locking Gland	2	EA.	3,600.00	4,600.00	4,000.00	4,756.00	4,000.00	3,400.00	3,370.00	4,000.00	3,500.00	3,458.00	3,600.00	3,600.00
21	Install 8" FL x FL Gate Valve with Locking Gland	1	EA.	1,700.00	2,300.00	2,000.00	2,324.00	1,500.00	1,900.00	1,866.00	2,500.00	1,800.00	1,003.00	1,800.00	1,800.00
22	Install 12" FL x MJ Gate Valve with Locking Gland	8	EA.	22,400.00	32,000.00	24,000.00	31,640.00	24,000.00	18,400.00	25,308.00	28,000.00	26,400.00	23,320.00	18,400.00	25,600.00
23	Cut, Plug & Cement End	4	EA.	800.00	3,400.00	2,000.00	4,000.00	400.00	4,800.00	4,966.00	6,000.00	2,000.00	9,200.00	6,000.00	2,000.00
24	Abandon, close exist. Valve & bury.	4	EA.	800.00	1,400.00	2,000.00	4,000.00	400.00	3,200.00	2,862.00	6,000.00	2,000.00	2,184.00	3,600.00	2,000.00
25	Typical Backfill T-Section Trench AC Paving 1" thicker than existing, Base & Bedding included, see Detail														
	Backfill & Repavement Section sheet 3/3.	1,880	L.F.	56,400.00	60,160.00	5,640.00	52,640.00	69,560.00	71,440.00	69,560.00	75,200.00	65,800.00	97,760.00	94,000.00	37,600.00
26	Install 12" Steel Pipe (Cement Coated)	40	L.F.	4,000.00	6,960.00	12,000.00	17,320.00	6,400.00	8,800.00	15,790.00	8,000.00	6,000.00	14,320.00	12,000.00	20,000.00

BID SUMMARY - PROJECT W-1207
 WATER MAIN REPLACEMENT AT HOLLENBECK AVENUE
 STREET OVERLAY AT FRONT STREET
 12/9/12

				1) Gentry Bros	2) YE Roberts Inc	3) GRFCO Inc	4) Frajo Bros	5) Vido Samarzich	6) MNR G.E.C	7) Bai Const	8) MG Enterprise	9) E & R Const	10) Atlas Underground	11) J. Salazar Construction	12) Tomovich & Assoc.
Front Street Condos															
27	4" Ductile Iron Pipe	300	L.F.	19,500.00	22,200.00	37,500.00	18,300.00	18,000.00	26,400.00	14,775.00	12,000.00	19,500.00	30,900.00	45,000.00	66,000.00
28	1" Copper Services	12	EA.	21,600.00	18,000.00	24,000.00	15,672.00	13,200.00	15,600.00	15,786.00	9,600.00	12,000.00	17,976.00	21,600.00	33,600.00
29	Remove and replace 4" PCC Pavement (Concrete Doweled)	5,700	S.F.	19,950.00	47,025.00	34,200.00	35,340.00	62,700.00	59,850.00	51,300.00	34,770.00	102,800.00	28,500.00	114,000.00	62,700.00
30	Install 4" "Wharf" Fire Hydrant, with 4" MJ x FL-90 Degree bend, and riser, length to be determined in field.	1	EA.	2,500.00	4,300.00	4,000.00	6,000.00	8,500.00	5,500.00	4,180.00	5,030.00	2,700.00	5,216.00	5,000.00	3,500.00
	Sub-Total (A)			309,000.00	390,655.00	423,640.00	420,343.00	415,510.00	413,380.00	400,868.00	422,100.00	441,625.00	531,204.00	494,600.00	688,775.00
B. Street Overlay at Front Street- East of Hollenbeck Avenue															
1	Coldmill existing Asphalt Concrete Pavement, 2" depth, edge to edge of gutter/curb to curb.	14,195	S.F.	4,968.25	8,517.00	5,678.00	6,245.80	12,065.75	11,214.05	21,292.50	14,195.00	14,195.00	28,390.00	85,170.00	14,195.00
2	2.00" ARHM Overlay	175	Tons	21,000.00	29,750.00	21,875.00	22,750.00	25,900.00	25,550.00	35,437.50	26,250.00	29,750.00	29,400.00	24,500.00	23,625.00
3	8" Full depth AC Repair, 4" AC & 4" Crushed Aggregate Base	200	S.F.	1,600.00	5,000.00	600.00	3,600.00	3,000.00	7,000.00	4,700.00	8,000.00	3,200.00	4,600.00	3,600.00	9,000.00
4	AC Leveling Course (if needed)	21	Tons	2,205.00	3,780.00	2,625.00	2,730.00	3,129.00	2,520.00	2,871.75	4,200.00	3,570.00	3,528.00	2,730.00	2,835.00
5	Adjust Sewer Manhole to New Grade (Double Adjust per APWA)	2	EA.	800.00	500.00	650.00	2,000.00	600.00	1,600.00	1,480.00	2,000.00	3,600.00	1,614.00	4,000.00	2,500.00
6	Striping & Markings per Plan	1	L.S.	21,400.00	5,000.00	2,000.00	2,100.00	5,000.00	6,000.00	4,515.00	5,000.00	4,000.00	6,800.00	5,000.00	5,000.00
	Sub-Total (B)			51,973.25	62,547.00	33,428.00	39,425.80	49,694.75	53,884.05	70,306.75	59,645.00	58,315.00	74,332.00	125,000.00	67,165.00
	Grand Total (A+B)			360,973.25	443,202.00	457,268.00	459,768.80	465,204.75	467,264.05	471,174.75	481,745.00	499,940.00	605,536.00	619,600.00	745,930.00

CITY OF COVINA
AGENDA ITEM COMMENTARY

CC 10

MEETING DATE: February 5, 2013

ITEM NO.:

STAFF SOURCE: Kalieh Honish, Interim Public Works Director
Alex González, Assistant Director of Public Works
Laura Lara, Assistant Civil Engineer

ask

ITEM TITLE: Approval and Acceptance of Road Deed for Alley Widening Purposes –
130 East Dexter Street

STAFF RECOMMENDATION

Approve and accept a road deed for alley widening purposes at 130 East Dexter Street.

FISCAL IMPACT

The recommended action is administrative in nature and entails no fiscal impact.

BACKGROUND

Ping Chen, has proposed to construct an addition to an existing house totaling 1,475 square feet on the property located at 130 East Dexter Street. Pursuant to provisions of Section 11.04.020 of Title 11 of the Covina Municipal Code, dedication of the southerly 3.50 feet of said property for alley widening is required in connection with the issuance of a building permit for the proposed development. The Road Deed to affect this dedication is attached.

RELEVANCE TO THE STRATEGIC PLAN

This item has no direct relevance to the Strategic Plan.

EXHIBITS

- A. Location Map
- B. Road Deed

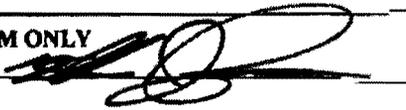
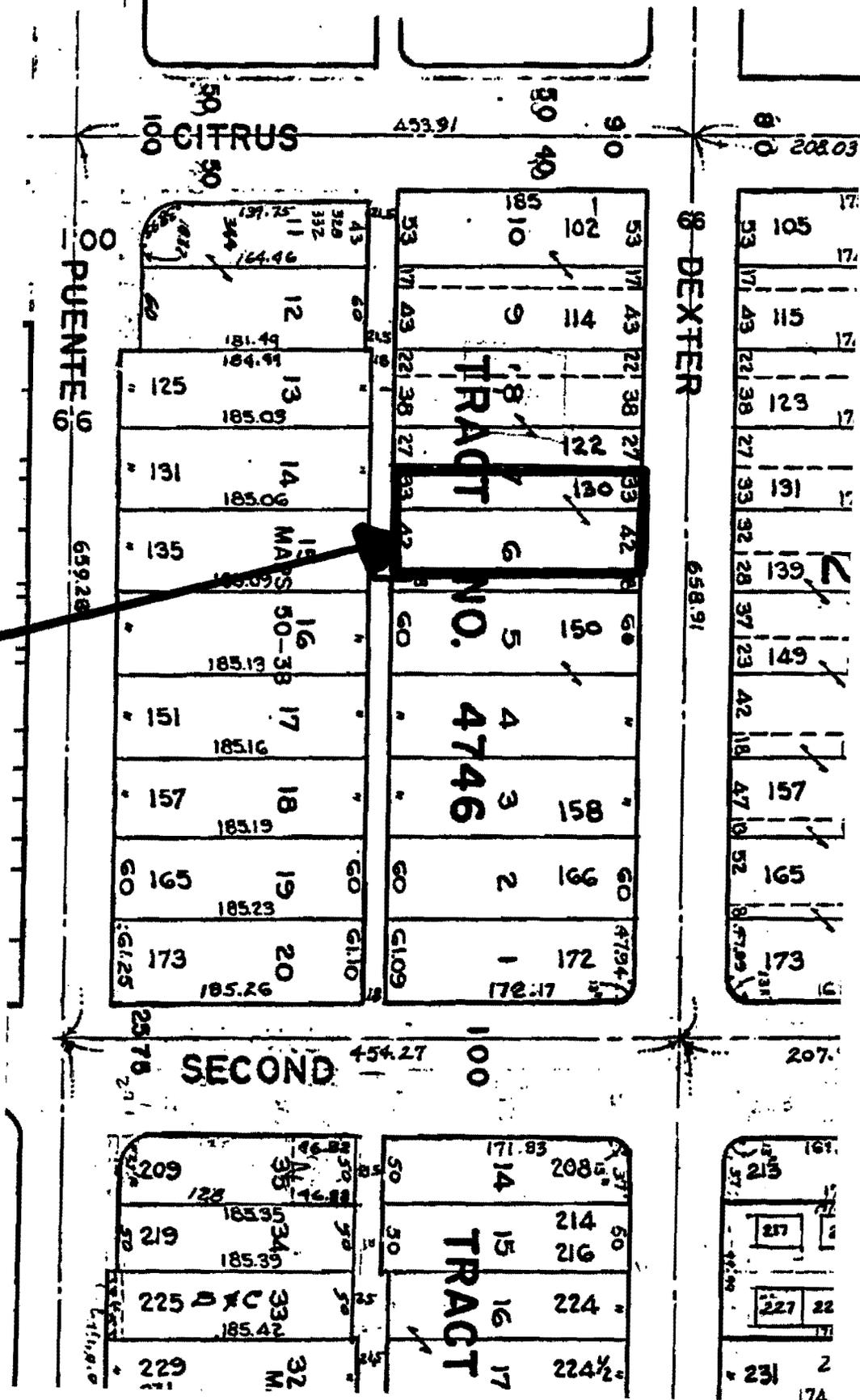
<p>REVIEW TEAM ONLY</p> <p>City Attorney: </p> <p>City Manager: </p>	<p>Finance Director: </p> <p>Other: _____</p>
---	--

Exhibit A

LOCATION MAP



JOB SITE



Recording Requested by:
City of Covina

When Recorded Mail to:

City Clerk
City of Covina
125 E. College Street
Covina, CA 91723-2199

COPY

Recording Fee: Exempt
(Government Code Section 6103)

Space above this line reserved for Recorder's Use

ROAD DEED

Documentary Transfer Tax: Exempt (Revenue & Taxation Code – Section 11922)

Assessor's Parcel Number: 8445-020-006

All
 Portion

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

PING CHEN

Hereby GRANTS to the CITY OF COVINA, a municipal corporation an easement for Street and Highway purposes and all other uses appurtenant thereto, in, over, along, and across the real property located in the City of Covina, County of Los Angeles, State of California described in "Exhibit A" and shown on "Exhibit B" which exhibits are made a part of this document.

See Plat Map attached hereto and by this reference made a part hereof.

ping chen
Ping Chen (Owner)

6/27/12
Date

CITY ACCEPTANCE STATEMENT

This is to certify that the interest in the real property conveyed by the within instrument to the City of Covina, California, a municipal corporation, is hereby accepted by order of the City Council on _____, and grantee consents to the recordation thereof by its duly authorized officer.

CITY OF COVINA

By: _____
City Clerk

Date

COPY

COPY

EXHIBIT A
LEGAL DESCRIPTION

COPY

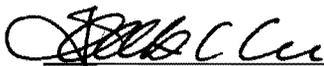
THE SOUTHERLY 3.50 FEET OF THAT PORTION OF LOTS 6 AND 7, BLOCK 1, TRACT NO. 4746, IN THE CITY OF COVINA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 50, PAGE 38, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THE EASTERLY 18 FEET OF SAID LOT 6,

ALSO EXCEPTING THE WESTERLY 27 FEET OF SAID LOT 7,

AS MORE PARTICULARLY SHOWN ON EXHIBIT "B" ATTACHED HERETO FOR REFERENCE ONLY.

THIS PLAT WAS PREPARED BY ME OR UNDER MY DIRECTION.



JACK C. LEE, PLS 8407



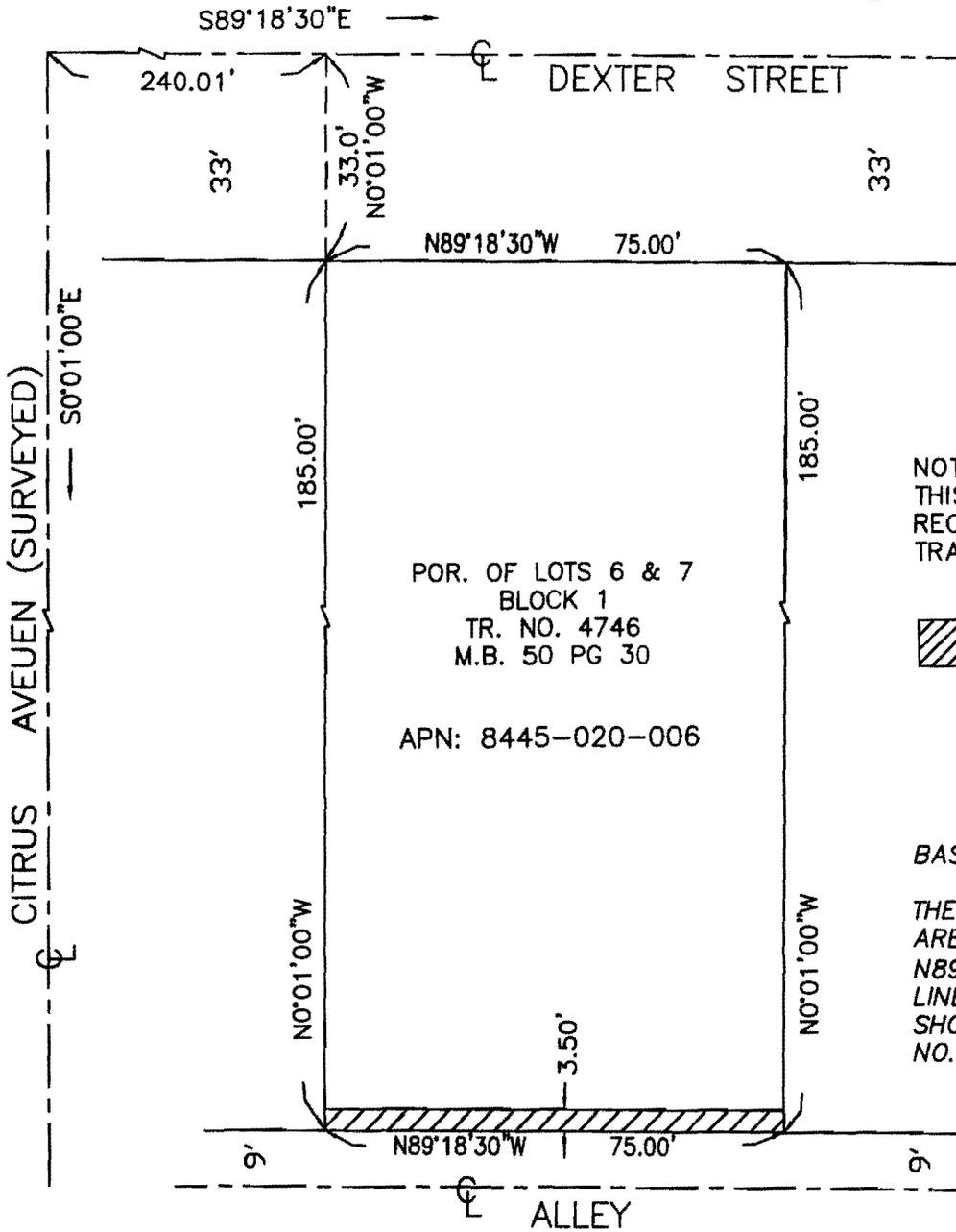
COPY

EXHIBIT B

COPY



SCALE: 1"=30'



NOTE:
THIS PLAT WAS PREPARED FROM
RECORD DATA PER MAP OF
TRACT NO. 4746, MB 50 PG 38.

 INDICATES AREA TO BE
GRANTED TO CITY OF
COVINA FOR STREET
AND HIGHWAY PURPOSES

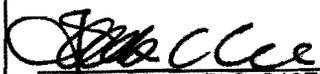
BASIS OF BEARINGS NOTES:

THE BEARINGS SHOWN HEREON
ARE BASED ON THE BEARING
N89°18'30"W OF THE CENTERLINE
LINE OF DEXTER STREET AS
SHOWN ON MAP OF THE TRACT
NO. 4746, MB 50, PG 38.

COPY



CAL LAND ENGINEERING, INC.
dba QUARTECH CONSULTANTS
578 E. LAMBERT ROAD
BREA, CA 92821
(714)671-1050 FAX (714)671-1090


Jack C. Lee, PLS 8407
June 18, 2012

130 E. DEXTER STREET
COVINA, CALIFORNIA 91723

CITY OF COVINA
AGENDA ITEM COMMENTARY

MEETING DATE: February 5, 2013

ITEM NO.: CC 11

STAFF SOURCE: Kim Raney, Chief of Police 

ITEM TITLE: Donation from the Master Wan Ko Yee International Cultural Institute

STAFF RECOMMENDATION:

Receive and file report.

FISCAL IMPACT:

None.

BACKGROUND:

In December of 2012, the Covina Police Department received a donation in the amount of \$10,000 from the Master Wan Ko Yee International Cultural Institute. This donation was presented to the Department at their Grand Opening Ceremony.

RELEVANCE TO THE STRATEGIC PLAN:

None.

EXHIBITS:

None.

REVIEW TEAM ONLY

City Attorney: 

Finance Director: 

City Manager: 

Other: _____

CITY OF COVINA
AGENDA ITEM COMMENTARY

CC 12

MEETING DATE: February 5, 2013

ITEM NO.:

STAFF SOURCE: Kalieh Honish, Interim Director of Public Works, *KH*
Alex Gonzalez, Assistant Director of Public Works

ITEM TITLE: Water Utility Billing and Automated Meter Reading Projects Quarterly Status Update

STAFF RECOMMENDATION

Receive and file the Water Utility Billing and Automated Meter Reading Projects Quarterly Status Update.

FISCAL IMPACT

This is an informational status report only and carries no fiscal impact.

BACKGROUND

At its regular meeting of January 18, 2011, the City Council directed staff to provide regular status updates on the on-going implementation of the Water Utility's new billing system and automated meter reading system. The following is key performance information for both projects for the second quarter of the current fiscal year:

Utility Billing System

	OCT	NOV	DEC
Total Call Center Calls Received	1,733	1,706	1,464
Abandoned Call Rate	1.4%	1.1%	1.6%
% Answered <60 seconds	71%	74%	77%
Average Wait Time	36 sec.	47 sec.	32 sec.
Total Payments	8,437	8,058	8,100
# of Payments by Credit Card	1,265	1,284	1,219
Total Number of Bills Mailed	8,601	8,584	8,586
% in 25-35 Day Read Window	100%	100%	100%

Global Water Resources is constantly striving to improve customer service. A survey function has been implemented through the toll free customer call center, giving customers an opportunity to provide feedback at the end of every call. All negative survey results, as well as any calls that are complaint in nature, will receive a follow-up call to ensure a satisfactory resolution. Of the surveys completed to date, the Covina customers are reporting more than 98% as highly satisfied.

Automated Meter Reading System

The project that involved installation of automated meters utility-wide, as well as implementation of related software and GIS of the water system is 100% complete and functioning properly.

RELEVANCE TO THE STRATEGIC PLAN

While not a listed objective of the current Strategic Plan, through its enhancement of customer service capabilities and expansion of electronic business functions in a cost-effective manner the proposed action addresses and supports three of the current Plan's goals, i.e. enhance customer service; enhance financial well-being; and foster innovation and efficiency.

EXHIBITS

None

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

CITY OF COVINA
AGENDA ITEM COMMENTARY

MEETING DATE: February 5, 2013

ITEM NO.: CC 13

STAFF SOURCE: Kalieh Honish, Interim Public Works Director 

ITEM TITLE: City Council to Approve City-County Cooperative Agreement for New Traffic Signal at Joint Jurisdiction on Cienega Street at Glendora Avenue with Los Angeles County

STAFF RECOMMENDATION:

Approve the City-County Cooperative Agreement for installation of a new traffic signal at joint jurisdiction on Cienega Street at Glendora Avenue within Los Angeles County.

GENERAL FUND IMPACT:

The project (T-0733) was funded with \$200,000 of General Fund, as part of Council Resolution #12-7113, in account 4010-2350-55340, which carried funds forward from a previous fiscal year.

BACKGROUND:

For many years the City and County have worked cooperatively to improve traffic flows, and to use a collaborative approach to traffic management in our joint jurisdictions. To that end, the County performed a traffic study at the above-referenced intersection and determined that it met the warrants for a traffic signal. The City completed the design work, and will coordinate the construction, as the majority owner of the intersection. However, as this intersection is a joint jurisdiction with the County, who is responsible for 22% of the intersection, the installation of this signal requires a City-County Cooperative Agreement (see attached Exhibit A) for the new signal.

RELEVANCE TO THE STRATEGIC PLAN:

While not directly responsive to any specific objective in the Strategic Plan, this new traffic signal will meet the following two goals: 1) foster innovation and efficiency; and 2) enhance the safety and quality of life in Covina.

EXHIBITS:

- A. Cover Letter and Cooperative Agreement from Los Angeles County

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



COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
<http://dpw.lacounty.gov>

GAIL FARBER, Director

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

January 23, 2013

IN REPLY PLEASE
REFER TO FILE: PD-6

Ms. Kalieh Honish
Director of Public Works
City of Covina
125 East College Street
Covina, CA 91723-2199

Dear Ms. Honish:

**CIENEGA AVENUE AT GLENDORA AVENUE
TRAFFIC SIGNAL INSTALLATION PROJECT
PROPOSED CITY OF COVINA-COUNTY OF LOS ANGELES
COOPERATIVE AGREEMENT**

Enclosed for your consideration are three originals of the proposed cooperative agreement for the project to install a traffic signal on Cienega Avenue at Glendora Avenue along with other appurtenant work. This project is jurisdictionally shared between the City of Covina and the County of Los Angeles.

The proposed cooperative agreement has been prepared based on discussions between Public Works' staff. It provides for the City to perform the preliminary engineering and administer the construction of the project with the City and the County to finance their respective jurisdictional shares of the total project cost.

Under the terms of the proposed cooperative agreement, the County is to finance its jurisdictional share of the total project cost currently estimated to be \$63,000, prior to the City advertising the project for construction bids and upon demand by the City. The County's actual share will be based upon a final accounting after completion of the project.

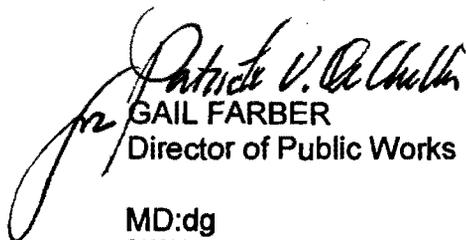
The California Environmental Quality Act requires public agency decision makers to document and consider environmental implications of their actions. Accordingly, and pursuant to Section 15301(c) of the California Environmental Quality Act guidelines, we have found that this project is categorically exempt from the provisions of the act. If you concur that this project is categorically exempt, please have your duly authorized City officials make such finding. However, if your Council is unable to make this environmental finding, Council action approving the enclosed agreement should be deferred until the appropriate environmental finding can be made.

Ms. Kalieh Honish
January 23, 2013
Page 2

If this proposed cooperative agreement is satisfactory, please present it to your duly authorized City officials for approval. Upon approval, please return the three originals of the agreement to us for further action. After final approval by the Board of Supervisors, we will return a fully executed City original to you.

If you have any questions or require additional information, please contact Mr. Mahdad Derakhshani, City Services Representative, at (626) 458-7136 or mderakas@dpw.lacounty.gov.

Very truly yours,


GAIL FARBER
Director of Public Works

MD:dg

C130041

P:\pdpub\City\Cities-Uninc Areas\San Gabriel Valley\COV\Cienega TS\Cienega Agmt trans City letter.doc

Enc.

cc: Supervisor Michael D. Antonovich (Edel Vizcarra)

AGREEMENT

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

WITNESSETH

WHEREAS, CITY and COUNTY propose to design and construct a new traffic signal at the intersection of Cienega Avenue and Glendora Avenue, which includes installation of new traffic signal poles, mast arms, vehicle heads, pedestrian heads, conduits, controller cabinets and service cabinets (which work is hereinafter referred to as TRAFFIC SIGNALS); installation of signing, striping, and pavement markings at the aforementioned intersection (which work is hereinafter referred to as SIGNING AND STRIPING); and construction of roadway improvements consisting of curb ramp reconstruction (which work is hereinafter referred to as ROADWAY IMPROVEMENTS); and

WHEREAS, TRAFFIC SIGNALS, SIGNING AND STRIPING, and ROADWAY IMPROVEMENTS together are referred to as PROJECT; and

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

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

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

WHEREAS, CITY is willing to finance 78 percent of COST OF TRAFFIC SIGNALS and COUNTY is willing to finance 22 percent of COST OF TRAFFIC SIGNALS; and

WHEREAS, CITY AND COUNTY are each willing to finance their respective jurisdictional shares of COST OF SIGNING AND STRIPING and of COST OF ROADWAY IMPROVEMENTS as described in paragraph 4) b. below; and

WHEREAS, COST OF PROJECT is currently estimated to be Two Hundred Eighty-eight Thousand and 00/100 Dollars (\$288,000.00) with CITY'S estimated share being Two Hundred Twenty-five Thousand and 00/100 Dollars (\$225,000.00) and COUNTY'S estimated share being Sixty-Three Thousand and 00/100 Dollars (\$63,000.00); and

WHEREAS, COUNTY is willing to pay sufficient funds to CITY to finance its jurisdictional share of the COST OF PROJECT; and

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

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

1) DEFINITIONS:

- a. JURISDICTION as referred to in this AGREEMENT shall be defined as the area within the geographical boundary of the CITY and the unincorporated areas of the COUNTY as applicable.
- b. PRELIMINARY ENGINEERING as referred to in this AGREEMENT shall consist of environmental findings and approvals/permits; design survey; soils report; traffic index and geometric investigation; preparation of plans, specifications, and cost-estimates; right-of-way engineering; utility engineering; and all other necessary work prior to advertising of PROJECT for construction bids.
- c. COST OF TRAFFIC SIGNALS as referred to in this AGREEMENT shall consist of all costs incurred in connection with the completion of the TRAFFIC SIGNALS including, without limitation, the COST OF PRELIMINARY ENGINEERING, COST OF CONSTRUCTION ADMINISTRATION, and all other work necessary to construct TRAFFIC SIGNALS in accordance with the approved plans and shall include any and all currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any or all of the aforementioned items.
- d. COST OF SIGNING AND STRIPING as referred to in this AGREEMENT shall consist of all costs incurred in connection with the completion of the SIGNING AND STRIPING including, without limitation, the COST OF PRELIMINARY ENGINEERING, COST OF CONSTRUCTION ADMINISTRATION, and all other work necessary to complete SIGNING AND STRIPING in accordance with approved plans and shall include any and all currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any and all of the aforementioned items.

- e. **COST OF ROADWAY IMPROVEMENTS** as referred to in this **AGREEMENT** shall consist of all costs incurred in connection with completion of the **ROADWAY IMPROVEMENTS** including, without limitation, the **COST OF PRELIMINARY ENGINEERING**, **COST OF CONSTRUCTION ADMINISTRATION**, and all other work necessary to construct **ROADWAY IMPROVEMENTS** in accordance with approved plans and shall include any and all currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any and all of the aforementioned items.
- f. **COST OF PRELIMINARY ENGINEERING** as referred to in this **AGREEMENT** shall consist of all costs incurred in connection with completion of preliminary engineering including, without limitation, the costs of environmental documentation; design survey, soils report, traffic index, and geometric investigation; preparation of plans, specifications, and cost-estimates; right-of-way certification; utility engineering; and all other necessary work prior to advertising of **PROJECT** for construction bids and shall include any and all currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any and all of the aforementioned items.
- g. **COST OF PROJECT** as referred to in this **AGREEMENT** shall mean the sum of **COST OF TRAFFIC SIGNALS**, **COST OF SIGNING AND STRIPING**, and **COST OF ROADWAY IMPROVEMENTS**.
- h. The **COST OF CONSTRUCTION CONTRACT** as referred to in this **AGREEMENT** shall consist of the total of all payments to the contractor(s) for **PROJECT** and payments to utility companies or contractor(s) for the relocation of facilities necessary for the construction of **PROJECT**.
- i. **CONSTRUCTION ADMINISTRATION** as referred to in this **AGREEMENT** shall consist of construction contract administration, construction inspection, materials testing, construction survey, traffic detour, construction engineering, utility relocation and coordination matters, changes and modifications of plans and specifications for **PROJECT** necessitated by unforeseen or unforeseeable field conditions encountered during construction of **PROJECT**, construction contingencies, and all other necessary work after advertising of **PROJECT** for construction bids to cause **PROJECT** to be constructed in accordance with said plans and specifications approved by **CITY** and **COUNTY**.
- j. **WHEREAS**, **COST OF TRAFFIC SIGNALS** combined with **COST OF SIGNING AND STRIPING** and **COST OF ROADWAY IMPROVEMENTS**

(as defined in paragraph 1) d., and 1) e. of this AGREEMENT is hereinafter referred to as COST OF PROJECT; and

2) CITY AGREES:

- a. To perform or cause to be performed the PRELIMINARY ENGINEERING, construction administration, right-of-way acquisition and clearance matters, and all other work necessary to complete PROJECT.
- b. To finance CITY'S share of COST OF PROJECT, consisting of 78 percent of COST OF TRAFFIC SIGNALS; the CITY'S jurisdictional share of COST OF SIGNING AND STRIPING; and the CITY'S jurisdictional share of COST OF ROADWAY IMPROVEMENTS, currently estimated to be a total of Two Hundred Twenty-five Thousand and 00/100 Dollars (\$225,000.00), the actual amounts of which are to be determined by a final accounting pursuant to paragraph 4) b. below.
- c. To obtain COUNTY'S approval of plans for PROJECT prior to advertising for construction bids and to obtain COUNTY'S approval for any material revisions to the plans and for any additional work that CITY proposes to complete in COUNTY JURISDICTION as part of PROJECT.
- d. To obtain permit application by accessing website <http://dpw.lacounty.gov/spats/Public/> and complete permit application for encroachment, excavation, and construction work, including a certificate of liability insurance and acknowledgement of best management practices and submitting complete package to the Permit Counter of the Department of Public Works located at 900 South Fremont Avenue, Alhambra, CA 91803 to construct those portions of PROJECT within COUNTY'S JURISDICTION.
- e. To solicit PROJECT for construction bids, award and administer the construction contract, perform CONSTRUCTION ADMINISTRATION, do all things necessary and proper to complete PROJECT, and act on behalf of COUNTY in all negotiations pertaining thereto.
- f. To furnish COUNTY, within one hundred twenty (120) calendar days after project completion a final accounting of the actual COST OF PROJECT, including an itemization of actual unit costs and actual quantities for PROJECT.
- g. To be financially responsible for disposal and/or mitigation measures, if necessary, should any hazardous materials, chemicals, or contaminants be encountered during construction of PROJECT within CITY'S JURISDICTION.

h. Upon completion of PROJECT, to maintain in good condition and at CITY'S expense, all ROAD IMPROVEMENTS and SIGNING AND STRIPING constructed as part of PROJECT within CITY'S JURISDICTION.

3) COUNTY AGREES:

- a. To finance COUNTY'S share of COST OF PROJECT, consisting of 22 percent of COST OF TRAFFIC SIGNALS; the COUNTY'S jurisdictional share of COST OF SIGNING AND STRIPING; and the COUNTY'S jurisdictional share of COST OF ROADWAY IMPROVEMENTS, currently estimated to be a total of Sixty-Three Thousand and 00/100 Dollars (\$63,000.00), the amounts of which are to be determined by a final accounting pursuant to paragraph 4) b., below.
- b. To deposit with CITY, upon the opening of construction bids and upon demand, sufficient funds, currently estimated to be Sixty-Three Thousand and 00/100 Dollars (\$63,000.00), to finance COUNTY'S estimated jurisdictional share of COST OF PROJECT (COUNTY'S PAYMENT). Said demand will consist of a billing invoice prepared by CITY and delivered to COUNTY.
- c. To appoint CITY as COUNTY'S attorney-in-fact for the purpose of representing COUNTY in all negotiations pertaining to the advertisement of PROJECT for construction bids, award, and administration of the construction contract and in all things necessary and proper to complete PROJECT.
- d. To grant to CITY any temporary right of way or license to use property that COUNTY owns or has an easement for that is necessary for construction of the PROJECT at no cost to CITY to the extent not already provided by law.
- e. Upon receipt of permit application with the required documents from CITY and approval of construction plans for the PROJECT to issue CITY a no-fee permit(s) authorizing CITY to construct those portions of PROJECT within COUNTY'S JURISDICTION.
- f. To cooperate with CITY in conducting negotiations with and, where appropriate, to issue notices to public utility organizations and owners of substructure and overhead facilities regarding the relocation, removal, operation, and maintenance of all surface and underground utilities and facilities, structures, and transportation services that interfere with the proposed construction. Where utilities have been installed in COUNTY

streets or on COUNTY property, COUNTY will provide the necessary right of way for the relocation of those utilities and facilities that interfere with the construction of PROJECT. COUNTY will take all necessary steps to grant, transfer, or assign all prior rights over to the utility companies and owners of substructure and overhead facilities to CITY when necessary to construct, complete, and maintain PROJECT or to appoint CITY as its attorney-in-fact to exercise such prior rights.

- g. Upon completion of PROJECT, to maintain in good condition and at COUNTY'S expense all ROADWAY IMPROVEMENTS and SIGNING AND STRIPING constructed as part of PROJECT within COUNTY'S JURISDICTION.

4) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. Upon completion of PROJECT, all TRAFFIC SIGNALS constructed as part of PROJECT within CITY will be maintained by COUNTY under the terms and conditions set forth in Traffic Signal Maintenance Agreement 40805 between the CITY and COUNTY.
- b. The final accounting of the actual total COST OF PROJECT shall allocate the COST OF SIGNING AND STRIPING and COST OF ROADWAY IMPROVEMENTS between CITY and COUNTY based on the location of the improvements and/or work done. Thus the cost of all work for SIGNING AND STRIPING and ROADWAY IMPROVEMENTS (including all engineering, administration, and all other costs incidental to the work or improvement) located within COUNTY'S JURISDICTION shall be borne by COUNTY. Such costs constitute COST OF SIGNING AND STRIPING and COST OF ROADWAY IMPROVEMENTS within COUNTY'S JURISDICTION. The cost of all work for SIGNING AND STRIPING and ROADWAY IMPROVEMENTS (including all engineering, administration, and all other costs incidental to the work or improvement) located within CITY'S JURISDICTION shall be borne by CITY. Such costs constitute COST OF SIGNING AND STRIPING and COST OF ROADWAY IMPROVEMENTS within CITY'S JURISDICTION.
- c. That if at final accounting COUNTY'S share of COST OF PROJECT exceeds COUNTY'S PAYMENT, as set forth in paragraph 3) b., above, COUNTY shall pay to CITY the additional amount upon demand. Said demand shall consist of a billing invoice prepared by CITY. Conversely, if the required COUNTY'S funds are less than said COUNTY'S PAYMENT, CITY shall refund the difference to COUNTY within sixty (60) days of the date CITY furnished COUNTY with the final accounting without further action by COUNTY.

- d. COUNTY shall review the final accounting invoice prepared by CITY as set forth in paragraph 4) b., above, and report in writing any discrepancies to CITY within (60) calendar days after the date of said invoice. CITY shall review all disputed charges and submit a written justification detailing the basis for those charges within sixty (60) calendar days of receipt of COUNTY'S written report. COUNTY shall then make payment of the previously disputed charges or submit justification for nonpayment within sixty (60) calendar days after the date of CITY'S written justification.
- e. During construction of PROJECT, CITY shall furnish an inspector or other representative to perform the functions of an inspector. COUNTY may also furnish, at no cost to CITY, an inspector or other representative to inspect construction of PROJECT. Said inspectors shall cooperate and consult with each other, but the orders of CITY inspector to the contractors or any other person in charge of construction shall prevail and be final.
- f. For the portion of PROJECT in COUNTY'S JURISDICTION, CITY hereby assigns all of its right, title, and interest to any unlapsed portion of a one-year warranty granted to the COUNTY by the construction contractor constructing PROJECT. COUNTY agrees to accept said assignment as its sole remedy against CITY in connection with defects relating to said PROJECT.
- g. This AGREEMENT may be amended or modified only by mutual written consent of CITY and COUNTY. Amendments and modification of a nonmaterial nature may be made by the mutual written consent of the parties' Directors of Public Works or their delegates.
- h. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY: Ms. Kalieh Honish
Director of Public Works
City of Covina
125 East College Street
Covina, CA 91723-2199

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

- g. Other than as provided below, neither COUNTY nor any officer or employee of COUNTY shall be responsible for any damage or liability

occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT.

- h. Neither COUNTY nor any officer or employee of COUNTY shall be responsible, directly or indirectly, for damage or liability arising from or attributable to the presence or alleged presence, transport, arrangement, or release of any hazardous materials, chemicals, or contaminants present at or stemming from the PROJECT within the CITY'S JURISDICTION or arising from acts or omissions on the part of the CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of the CITY under this AGREEMENT, including liability under the Comprehensive Environmental, Response, Compensation and Liability Act of 1980 (CERCLA) and under the California Health and Safety Code. It is understood and agreed pursuant to Government Code Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any such damage, liability or claim. In addition to being an agreement enforceable under the laws of the State of California, the foregoing indemnity is intended by the parties to be an agreement pursuant to 42 U.S.C. Section 9607(e), Section 107(e) of the amended CERCLA, and California Health and Safety Code Section 25364.
- i. Other than as provided below, neither CITY nor any officer or employee of CITY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code Section 895.4, COUNTY shall fully indemnify, defend, and hold CITY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT.
- j. Neither CITY nor any officer or employee of CITY shall be responsible, directly or indirectly, for damage or liability arising from or attributable to the presence or alleged presence, transport, arrangement, or release of

any hazardous materials, chemicals, or contaminants present at or stemming from the PROJECT that is not within the CITY'S JURISDICTION or arising from acts or omissions on the part of the COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of the COUNTY under this AGREEMENT, including liability under the CERCLA and under the California Health and Safety Code. It is understood and agreed pursuant to Government Code Section 895.4, COUNTY shall fully indemnify, defend, and hold CITY harmless from any such damage, liability or claim. In addition to being an agreement enforceable under the laws of the State of California, the foregoing indemnity is intended by the parties to be an agreement pursuant to 42 U.S.C. Section 9607(e), Section 107(e) of the amended CERCLA, and California Health and Safety Code Section 25364.

- k. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the parties hereto, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, will assume the full liability imposed upon it or any of its officers, agents, or employees by law for injury caused by any act or omission occurring in the performance of this AGREEMENT to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each of the parties indemnifies and holds harmless the other party for any liability, cost, or expense that may be imposed upon such other party solely by virtue of Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.
- l. The provisions of this AGREEMENT shall supersede and control over any provisions inconsistent herewith in the Assumption of Liability Agreement 32054 between CITY and COUNTY, adopted by the Board of Supervisors on November 14, 1977, and currently in effect.

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IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized by the CITY OF COVINA on _____, 2013, and by the COUNTY OF LOS ANGELES on _____, 2013.

COUNTY OF LOS ANGELES

ATTEST:

By _____
Chairman, Board of Supervisors

SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of the
County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

JOHN F. KRATTLI
County Counsel

By _____
Deputy

CITY OF COVINA

By _____
Mayor

ATTEST:

By _____
City Clerk

APPROVED AS TO FORM:

By _____
City Attorney

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

MEETING DATE: February 6, 2013

ITEM NO.: CC 14

STAFF SOURCE: John B. Fielding, Treasurer
Dilu DeAlwis, Finance Director 
Alan Sands, Accountant

ITEM TITLE: Quarterly Report of the Treasurer to the Successor Agency to the Covina
Redevelopment Agency for the Quarter Ended December 31st, 2012

STAFF RECOMMENDATION

Receive and file the Quarterly Report of the Treasurer for the Quarter Ended December 31st, 2012.

FISCAL IMPACT

None.

BACKGROUND

In accordance with State legislation, the Treasurer is required to submit annually a statement of investment policy to the Agency for adoption. The original policy was adopted at the meeting of June 19, 2012.

Section 4.0 of the policy requires a report by the Treasurer to the Agency and Executive Director containing detailed information on all securities, investments, and moneys of the Successor Agency to the Covina Redevelopment Agency. The report shall be submitted on a quarterly basis within 30 days following the end of the quarter. The report for the quarter ended December 31st, 2012 is being presented showing cash placement, containing a statement that investments are in compliance with adopted policy, and that there are sufficient surplus funds immediately available to meet the pooled expenditures of the Agency for the next six months.

The Successor Agency's cash position when compared to the same period in 2011 reflects a reduction of \$10.7 million. This is primarily due to payments of \$1.3 million to the Covina Valley Unified School District for the relocation of a building, \$2.5 million in payments for rehabilitation of 200 W. Rowland, \$3.5 million in debt service payments and \$3.4 million of Low/Mod housing funds disbursed to the county as "excess cash".

EXHIBITS

- A Quarterly Report of the Treasurer to the Successor Agency to the Covina Redevelopment Agency for the Quarter Ended December 31st, 2012.
- A-1 Cash and Investment Summary
- A-2 Bond Logistix Investment Portfolio Summary
- A-3 Diversified Securities Investment Portfolio Summary
- A-5 Investment Holdings by Sector
- A-6 City & CRA Cash & Investments Three Year Comparison

REVIEW TEAM ONLY

City Attorney: ~~_____~~ 

City Manager:  _____

Finance Director:  _____

Other: _____

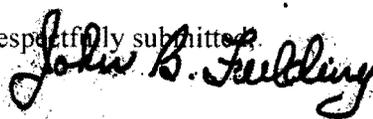
EXHIBIT A
SUCCESSOR AGENCY TO THE COVINA REDEVELOPMENT AGENCY
REPORT OF THE CITY TREASURER TO THE AGENCY

CASH BALANCE	9/30/2012	\$23,092,201.95
RECEIPTS	10/1/12-12/31/12	5,222,137.02
		<u>28,314,338.96</u>
DISBURSEMENTS	10/1/12-12/31/12	(11,903,579.95)
CASH BALANCE	12/31/2012	<u><u>\$16,410,759.02</u></u>

ANALYSIS OF CASH AND INVESTMENT BALANCE

BOND LOGISTIX INVESTMENT PORTFOLIO	EXHIBIT A-2	14,250,487.05
WELLS FARGO MONEY MARKET AND U.S. TREASURY BILLS	EXHIBIT A-2	572,614.17
DIVERSIFIED SECURITIES INVESTMENT PORTFOLIO	EXHIBIT A-3	0.00
FEDERATED CAPITAL RESERVE MONEY MARKET	EXHIBIT A-3	1,115,441.38
TOTAL INACTIVE PUBLIC DEPOSITS		<u>15,938,542.60</u>
CHECKING AND PETTY CASH BALANCES		472,216.42
CASH AND INVESTMENT BALANCE	12/31/2012	<u>\$16,410,759.02</u>
CASH HELD BY THIRD PARTY ADMINISTRATORS		<u>1,418,391.64</u>
TOTAL CASH & INVESTMENT BALANCE	12/31/2012	<u><u>\$17,829,150.66</u></u>

This report is in compliance with the Successor Agency to the Covina Redevelopment Agency (Agency) Statement of Investment Policy. There is sufficient investment liquidity to meet the pooled expenditures of the Agency for the next 6 months.

Respectfully submitted,


John B. Fielding
Treasurer

EXHIBIT A-1
SUCCESSOR AGENCY TO THE COVINA REDEVELOPMENT AGENCY
QUARTERLY TREASURER'S REPORT - DECEMBER 31, 2012

TYPE OF INVESTMENT	ISSUER	BOOK VALUE \$	ACQUISITION DATE	MATURITY DATE	MARKET VALUE \$
Successor Agency to the Covina Redevelopment Agency:					
SACRA Checking Account	Bank of the West	472,216.42	N/A	Demand	472,216.42
Bond Logistix Portfolio	Various	14,250,487.05	Various	Various	14,108,302.44
Wells Fargo Money Market and Treasury Bills	Various	572,614.17	N/A	Demand	572,614.17
Diversified Securities Investment Portfolio	Various	-	Various	Various	-
Federated Capital Reserve Money Market	Various	1,115,441.38	Various	Demand	1,115,441.38
Subtotal (A)		16,410,759.02			\$16,268,574.41
Cash Held Under 3rd Party Administrator:					
(1) 1997 Covina Redevelopment Agency ABAG 1997 Tax Allocation Revenue Bonds Series A	Wells Fargo Treasury Plus Money Market	135,145.15	N/A	Demand	135,145.15
(2) 1997 Revenue Bonds, Series B Fiscal Agent: BNY Western Trust Company	Wells Fargo Treasury Plus Money Market	499,455.38	N/A	Demand	499,455.38
(3) 2002A Revenue Bonds Fiscal Agent: BNY Western Trust Company	Wells Fargo Treasury Plus Money Market	783,790.11	N/A	Demand	783,790.11
(4) 2004 A Tax Allocation Revenue Bond Fiscal Agent: BNY Western Trust Company	Wells Fargo Treasury Plus Money Market	1.00	N/A	Demand	1.00
(5) 2004 B Tax Allocation Revenue Bond Fiscal Agent: BNY Western Trust Company	Wells Fargo Treasury Plus Money Market	0.00	N/A	Demand	0.00
Subtotal (B)		1,418,391.64			\$1,418,391.64
TOTAL (A+B)		\$17,829,150.66			\$17,686,966.05

Comment:

The investments are in compliance with the adopted policy of the Successor Agency to the Covina Redevelopment Agency.

Exhibit A-2
CITY OF COVINA
Bond Logistix
Investment Portfolio as of
December 2012

Date	Qty	Price	Market Value	Cost Value	Total	Yield	Maturity	Issuer
08/21/09	19,140	104.754000	2,004,991.56	2,048,745.60	2,048,745.60	3.0000	9/22/2014	Fed Farm Credit Bank
04/15/11	17,500	100.377000	1,756,597.50	1,734,646.00	1,756,352.50	1.3750	5/28/2014	Fed Home Loan Bank
10/31/08	13,500	102.121000	1,378,633.50	1,421,402.35	1,421,402.35	1.3750	10/31/2013	US Treasury
02/28/09	11,000	101.926000	1,121,186.00	1,134,890.62	1,134,890.62	1.8750	2/28/2014	US Treasury
06/30/09	15,000	103.570000	1,553,550.00	1,591,171.88	1,591,171.88	2.6250	6/30/2014	US Treasury
07/31/09	15,000	103.762000	1,556,430.00	1,590,117.19	1,590,117.19	2.6250	7/31/2014	US Treasury
09/30/09	16,500	103.711000	1,711,231.50	1,751,964.84	1,751,964.84	2.3750	9/30/2014	US Treasury
01/31/10	15,700	104.094000	1,634,275.80	1,646,108.20	1,646,108.20	1.3750	1/31/2015	US Treasury
02/28/10	16,000	104.500000	1,672,000.00	1,693,000.00	1,693,000.00	2.3750	2/28/2015	US Treasury
03/31/10	16,000	104.969000	1,679,504.00	1,697,125.00	1,697,125.00	2.5000	3/31/2015	US Treasury
07/31/10	15,000	103.656000	1,554,840.00	1,557,011.72	1,557,011.72	1.7500	7/31/2015	US Treasury
08/15/10	15,500	100.375000	1,555,812.50	1,558,173.83	1,558,173.83	0.7500	8/15/2013	US Treasury
08/31/10	17,000	102.430000	1,741,310.00	1,743,628.91	1,743,628.91	1.2500	8/31/2015	US Treasury
09/15/10	15,000	100.418000	1,506,270.00	1,495,781.25	1,495,781.25	0.7500	9/15/2013	US Treasury
03/15/11	11,750	101.242000	1,189,593.50	1,193,267.58	1,193,267.58	1.2500	3/15/2014	US Treasury
04/15/11	11,750	101.320000	1,190,510.00	1,194,277.34	1,194,277.34	1.2500	4/15/2014	US Treasury
12/15/11	15,000	100.000000	1,500,000.00	1,497,949.22	1,497,949.22	0.7500	12/15/2014	US Treasury
			\$ 26,306,735.86	\$ 26,549,261.53	\$ 26,570,968.03			

Wells Fargo Money Market \$ 1,067,676.69

Total Value of Portfolio **\$ 27,638,644.72** **(0.00)**

Sold/Matured Investment

02/21/12	21,000	100.407000	2,108,547.00	2,108,442.00	2,108,442.00	0.5000	4/17/2015	Fed Home Loan Mortgage
				(2,106,258.00)				
04/19/12	22,000	100.349000	2,207,678.00	2,200,616.00	2,200,616.00	0.5000	5/27/2015	Fed National Mortgage
				(2,206,600.00)				
08/31/09	16,000	103.684000	1,658,944.00	1,684,500.00	1,684,500.00	2.3750	8/31/2014	US Treasury
				\$ (1,658,687.50)				
Total			\$ -	\$ 22,012.50	\$ -			

Interest Summary

Interest Collected in	12/31/2012	28,652.60
Transfer out to SACRA		(3,400,000.00)

Cost Breakdown

Investment:

SACRA portion	\$ 14,250,487.05	53.63%
City portion	<u>12,320,480.98</u>	<u>46.37%</u>
	<u>\$ 26,570,968.03</u>	

Money Market:

SACRA portion	\$ 572,614.17	53.63%
City portion	<u>\$ 495,062.52</u>	<u>46.37%</u>
	<u>\$ 1,067,676.69</u>	

Interest Collected in

City 41.29%	11,830.37
SACRA 58.71%	<u>16,822.23</u>
Total	28,652.60

Gain (Loss) on sale of investment	<u>(22,012.50)</u>
City 41.29%	(9,088.74)
SACRA 58.71%	<u>(12,923.76)</u>
Total	(22,012.50)

City 40%

10100000-10881	11,830.37	-
10100000-47200	-	11,830.37
10100000-10881	-	9,088.74
10100000-47200	9,088.74	-

SACRA 60%

S5110000-10881	16,822.23	-
S5114400-47200	-	16,822.23
S5110000-10881	-	12,923.76
S5114400-47200	12,923.76	-

Exhibit A-3
CITY OF COVINA
Diversified Securities
Investment Portfolio as of
December 2012

Date	Qty	Price	Market Value	Cost Value	Total	Yield	Maturity	Issuer
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	Total	\$	-	\$	-	\$	-
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Federated Capital Reserve Money Market							\$ 2,230,882.75
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	Total Value of Portfolio						\$ 2,230,882.75
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Sold/Matured Investment

	Total	\$	-
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Interest Summary

Interest Collected in	12/31/12			38.40
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Fee Summary

Fees Collected in	12/31/12			-
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Cost Breakdown

Investment:

SACRA portion				\$ -
City portion				-
				\$ -

Money Market:

SACRA portion				\$ 1,115,441.38
City portion				\$ 1,115,441.38
				\$ 2,230,882.75

Interest Collected in

City 50%				19.20
SACRA 50%				19.20
				19.20

Exhibit A-3
CITY OF COVINA
Diversified Securities
Investment Portfolio as of
December 2012

	Total	38.40	
Fee Summary	City 50%	-	
	SACRA 50%	-	
	Total	-	
	Gain (Loss) on sale of investment	-	
	City 50%	-	
	SACRA 50%	-	
	Total	-	

City 50%

	interest		
	1010-0000-00-10882	19.20	
	1010-0000-00-47200		19.20
	gain/loss sale		
	1010-0000-00-10882	-	
	1010-0000-00-47200		-
	management fees		
	1010-0500-00-51110	-	
	1010-0000-00-10882		-

SACRA 50%

	interest		
	S511-0000-00-10882	19.20	
	S511-4400-00-47200		19.20
	gain/loss sale		
	S511-0000-00-10882	-	
	S511-4400-00-47200		-
	management fees		
	S511-0000-00-10882	-	
	S511-4400-00-47200		-

Exhibit A-4
CITY OF COVINA
Smith Barney
Investment Portfolio as of
December 2012

Date	Qty	Price	Market Value	Cost Value	Total	Yield	Maturity	Issuer
8/13/2010	200	101.018000	20,203.60	21,717.20	21,717.20	4.5000	4/1/2013	Bank New York Inc Medium Term
7/16/2012	1,000	100.043000	100,043.00	100,610.00	100,610.00	1.3750	1/15/2013	US Treasury
9/17/2012	700	100.043000	70,030.10	70,287.35	70,287.35	1.3750	1/15/2013	US Treasury
8/29/2011	1,700	100.375000	170,637.50	171,826.74	171,826.74	0.7500	8/15/2013	US Treasury
9/28/2012	700	100.418000	70,292.60	70,380.10	70,380.10	0.7500	9/15/2013	US Treasury
11/30/2011	500	100.277000	50,138.50	50,228.68	50,228.68	0.5000	11/15/2013	US Treasury
7/16/2012	1,000	100.277000	100,277.00	100,379.00	100,379.00	0.5000	7/16/2012	US Treasury
11/15/2012	1,400	100.063000	140,088.20	140,049.00	140,049.00	0.2500	1/31/2014	US Treasury
12/29/2011	2,000	100.777000	201,554.00	202,000.60	202,000.60	0.7500	6/15/2014	US Treasury
3/30/2012	700	100.023000	70,016.10	69,715.86	69,715.86	0.2500	9/15/2014	US Treasury
4/16/2012	350	100.023000	35,008.05	34,923.55	34,923.55	0.2500	9/15/2012	US Treasury
5/31/2012	900	100.000000	90,000.00	89,831.56	89,831.56	0.2500	12/15/2014	US Treasury
8/30/2012	900	99.969000	89,972.10	89,922.60	89,922.60	0.2500	12/15/2014	US Treasury
6/28/2012	500	100.203000	50,101.50	49,986.50	49,986.50	0.3750	3/18/2012	US Treasury
8/30/2012	500	100.203000	50,101.50	50,086.00	50,086.00	0.3750	3/18/2012	US Treasury
9/1/2011	1,000	100.208000	100,208.00	101,138.90	101,138.90	1.0000	3/27/2013	Fed Home Loan Mortgage Corp
5/27/2011	800	100.548000	80,438.40	81,874.40	81,874.40	1.7500	5/7/2013	Federal National Mortgage Assoc
12/13/2011	900	100.576000	90,518.40	90,603.09	90,603.09	0.7500	12/18/2013	Federal National Mortgage Assoc
11/30/2012	800	100.908000	80,726.40	80,704.88	80,704.88	0.7500		Fed Home Loan Mortgage Corp
11/30/2012	900	100.409000	90,368.10	90,310.77	90,310.77	0.7500		Fed Home Loan Mortgage Corp

17,250

Total **\$ 1,750,723.05** \$ 1,756,576.78 \$ 1,756,576.78

Federated Capital Reserve Money Market

\$ 16,475.85

Total Value of Portfolio \$ 1,773,052.63

check

prior mo bal 1,773,031.46
 transactions 21.17
 Curr mo bal 1,773,052.63
 Diff -

Sold/Matured Investment

Total **\$ -** \$ -

Interest Summary

Interest Collected in	Dec-12		1,200.00	
Accrued Interest paid i	Dec-12	(-)	(70.83)	
Accrued Interest receiv	Dec-12			1,129.17

Fee Summary

Fees Paid in	Dec-12		1,108.00	
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Cost Breakdown

Investment:

City portion			\$ 1,756,576.78	
--------------	--	--	-----------------	--

Money Market:

City portion			\$ 16,475.85	1,773,052.63
--------------	--	--	--------------	--------------

Interest Collected in				
City			1,129.17	

Fee Summary				
City			1,108.00	

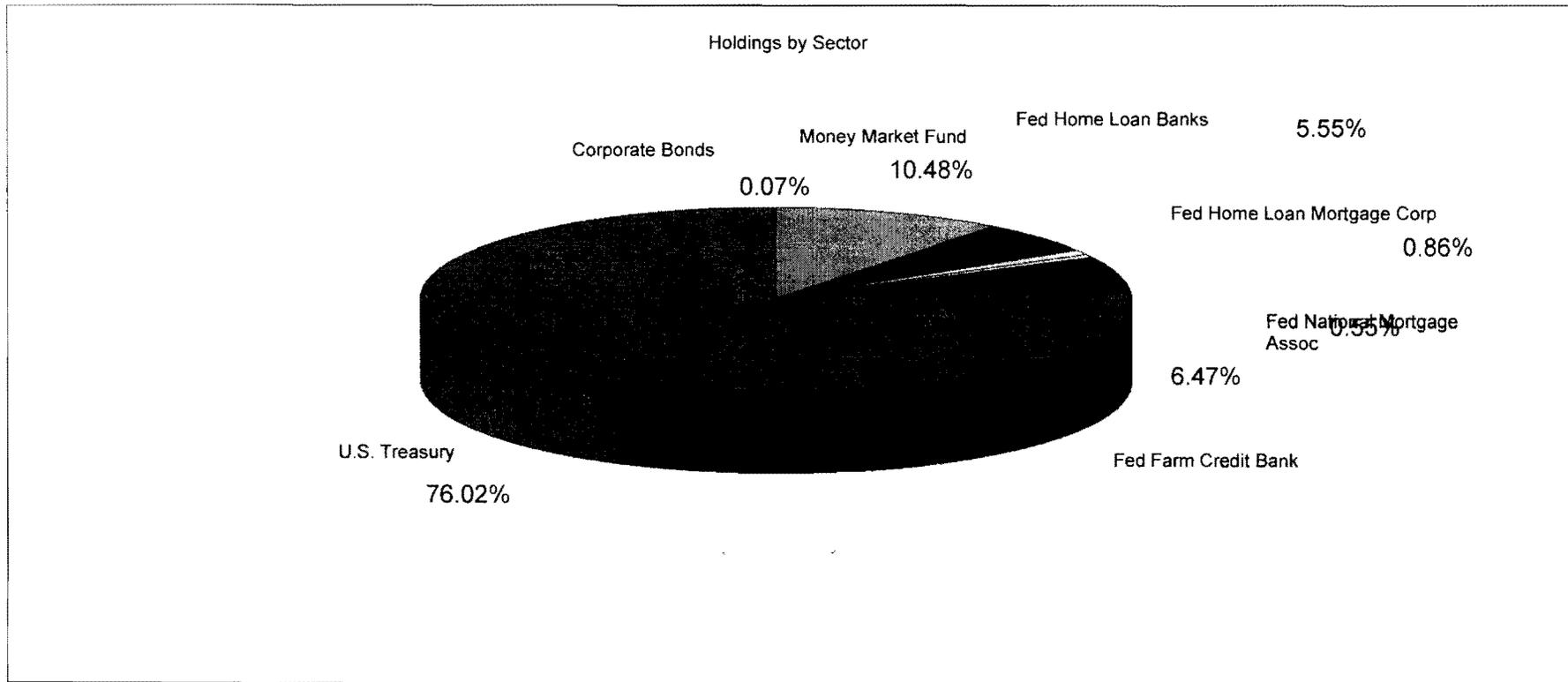
Gain (Loss) on sale of investment				
City			-	2,237.17

CITY

interest				
10100000-10883	1,129.17		-	
10100000-47200	-		1,129.17	
gain/loss sale				
10100000-10883	-		-	
10100000-47200	-		-	
management fees				
10100500-51110	1,108.00			
10100000-10883			1,108.00	

**EXHIBIT A-5
INVESTMENT HOLDINGS BY SECTOR**

	Bond Logistix* Investment	Diversified Securities	Smith ** Barney	Total Investment	Percentage
Money Market Fund	1,067,677	2,230,883	16,476	3,315,035	10.48%
Fed Home Loan Banks	1,756,353	0	0	1,756,353	5.55%
Fed Home Loan Mortgage Corp	0	0	272,155	272,155	0.86%
Fed National Mortgage Association	0	0	172,477	172,477	0.55%
Fed Farm Credit Bank	2,048,746	0	0	2,048,746	6.47%
U.S. Treasury	22,765,870	0	1,290,228	24,056,097	76.02%
Corporate Bonds	0	0	21,717	21,717	0.07%
Total	27,638,645	2,230,883	1,773,053	31,642,580	100.00%



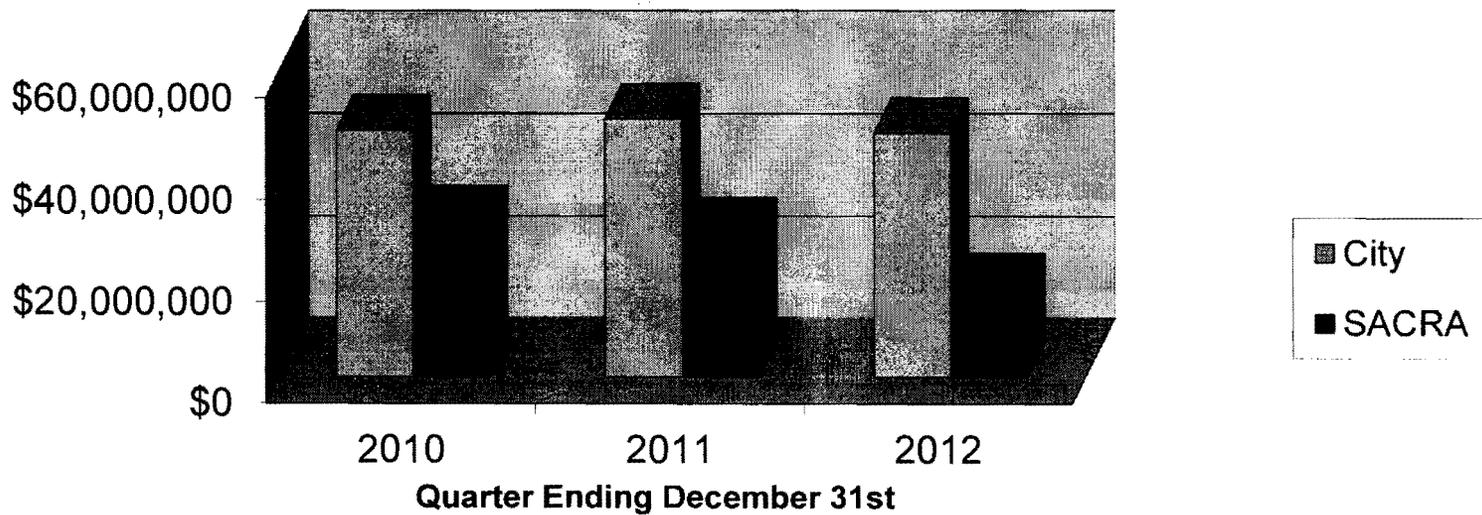
* Bond Logistix average S&P rating: AAA. Average coupon rate: 3.05%

** Smith Barney average S&P rating: AA+. Average coupon rate: 1.51%

City of Covina / SACRA - Total Investments Year-Over-Year Comparison

Quarter Ending	City	SACRA
12/31/2010	\$48,622,044.40	\$30,935,164.19
12/31/2011	50,834,136.97	28,565,894.01
12/31/2012	48,040,459.44	17,829,150.66 *

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



* Significant expenditures during CY2012 include 1.3 mil CVUSD Industrial Arts Building, 3.4 mil dissolution of Low-Mod housing, 3.5 mil Bond payments, 2.5 mil 200 W. Rowland Project

CITY OF COVINA
AGENDA ITEM COMMENTARY

MEETING DATE: February 6, 2013

ITEM NO.: CC 15

STAFF SOURCE: John B. Fielding, Treasurer
Dilu De Alwis, Finance Director
Alan Sands, Accountant

ITEM TITLE: Quarterly Report of the Treasurer to the City Council for the Quarter Ended December 31st, 2012

STAFF RECOMMENDATION

Receive and file the Quarterly Report of the Treasurer for the Quarter Ended December 31st, 2012.

FISCAL IMPACT

None.

BACKGROUND

In accordance with State legislation, the Treasurer is required to submit annually a statement of investment policy to the City Council for adoption. The original policy was adopted at the meeting of June 19, 2012.

Section 4.0 of the policy requires a report by the Treasurer to the City Council and City Manager containing detailed information on all securities, investments, and moneys of the City. The report shall be submitted on a quarterly basis within 30 days following the end of the quarter. The report for the quarter ended December 31st, 2012 is being presented showing cash placement, containing a statement that investments are in compliance with adopted policy, and that there are sufficient surplus funds immediately available to meet the pooled expenditures of the City for the next six months.

RELEVENCE TO STRATEGIC PLAN

Not Applicable.

EXHIBITS

- A Quarterly Report of the Treasurer to the City Council for the Quarter Ended December 31st, 2012
- A-1 Cash and Investment Summary
- A-2 Bond Logistix Investment Portfolio Summary
- A-3 Diversified Securities Investment Portfolio Summary
- A-4 Smith Barney Investment Portfolio Summary
- A-5 Investment Holdings by Sector
- A-6 City & CRA Cash & Investments Three Year Comparison

REVIEW TEAM ONLY

City Attorney: ~~_____~~ 

Finance Director:  _____

City Manager:  _____

Other: _____

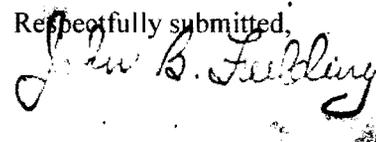
EXHIBIT A
REPORT OF THE CITY TREASURER TO THE CITY COUNCIL

CASH BALANCE	9/30/2012	\$25,047,728.49
RECEIPTS	10/1/12-12/31/12	16,728,353.67
		41,776,082.17
DISBURSEMENTS	10/1/12-12/31/12	(20,951,432.18)
CASH BALANCE	12/31/2012	<u>\$20,824,649.99</u>

ANALYSIS OF CASH AND INVESTMENT BALANCE

LAIF		STATE FUND	759,130.97
BOND LOGISTIX INVESTMENT PORTFOLIO		EXHIBIT A-2	12,320,480.98
WELLS FARGO MONEY MARKET AND U.S. TREASURY BILLS		EXHIBIT A-2	495,062.52
DIVERSIFIED SECURITIES INVESTMENT PORTFOLIO \$	1,119,556.60	EXHIBIT A-3	0.00
FEDERATED CAPITAL RESERVE MONEY MARKET		EXHIBIT A-3	1,115,441.38
SMITH BARNEY INVESTMENT PORTFOLIO		EXHIBIT A-4	1,756,576.78
SMITH BARNEY MONEY MARKET		EXHIBIT A-4	16,475.85
TOTAL INACTIVE PUBLIC DEPOSITS			16,463,168.47
CHECKING AND PETTY CASH BALANCES			4,361,481.52
CASH AND INVESTMENT BALANCE	12/31/2012		<u>\$20,824,649.99</u>
CASH HELD BY THIRD PARTY ADMINISTRATORS			27,215,809.45
TOTAL CASH AND INVESTMENT BALANCE	12/31/2012		<u>\$48,040,459.44</u>

This report is in compliance with the City of Covina (City) Statement of Investment Policy.
There is sufficient investment liquidity to meet the pooled expenditures of the City for
the next 6 months.

Respectfully submitted,


John B. Fielding
Treasurer

EXHIBIT A-1
CITY OF COVINA
QUARTERLY TREASURER'S REPORT - DECEMBER 31, 2012

TYPE OF INVESTMENT	ISSUER	BOOK VALUE \$	ACQUISITION DATE	MATURITY DATE	MARKET VALUE \$
City of Covina:					
Petty Cash	N/A	8,360.49	N/A	N/A	8,360.49
General - Checking Account	Bank of the West	4,002,907.67	N/A	Demand	4,002,907.67
Public Agency Saving - Parking Fines	Bank of the West	1,040.15	N/A	Demand	1,040.15
Utility Billing Account	Wells Fargo	154,332.79	N/A	Demand	154,332.79
Workers' Compensation - Checking Account	Bank of the West	15,000.00	N/A	Demand	15,000.00
Payroll - Checking Account	Bank of the West	35,000.00	N/A	Demand	35,000.00
Community Resources - Checking Account	Bank of the West	5,000.00	N/A	Demand	5,000.00
Federal Treasury Narcotics - Checking	Bank of the West	14,623.75	N/A	Demand	14,623.75
Federal Justice Dept Admin - Checking	Bank of the West	111,940.67	N/A	Demand	111,940.67
AFLAC Flexible Spending Account	Bank of the West	13,276.00	N/A	Demand	13,276.00
Bond Logistix Investment Portfolio	Various	12,320,480.98	Various	Various	12,655,046.73
Wells Fargo Money Market and U.S. Treasury Bills	Various	495,062.52	N/A	Demand	495,062.52
Diversified Securities Investment Portfolio	Various	-	Various	Various	-
Federated Capital Reserve Money Market	Various	1,115,441.38	Various	Demand	1,115,441.38
Smith Barney Investment Portfolio	Various	1,756,576.78	Various	Various	1,756,927.00
Smith Barney Money Market	Various	16,475.85	Various	Demand	16,475.85
Local Agency Investment Fund	State of California	759,130.97	N/A	Demand	759,130.97
Subtotal (A)		\$20,824,649.99			\$21,159,565.97
Cash Held Under 3rd Party Administrator:					
2010 Covina Water Revenue Bond Fiscal Agent: U.S. Bank	U.S. Bank	12,796,375.07	N/A	Demand	\$12,796,375.07
2009 Covina Wastewater Bonds Fiscal Agent: BNY Western Trust Company		14,147,077.06	N/A	Demand	14,147,077.06
2004 MTA Prop C Sales Tax Revenue Bond Fiscal Agent: U.S. Bank Reserve	U.S. Bank	243,186.82	N/A	Demand	\$243,186.82
2004 MTA Prop C Sales Tax Revenue Bond Fiscal Agent: U.S. Bank	U.S. Bank	29,170.50	N/A	Demand	\$29,170.50
Subtotal (B)		\$27,215,809.45			\$27,215,809.45
TOTAL (A+B)		\$48,040,459.44			\$48,375,375.42

Comment:

The investments are in compliance with the adopted policy of the City of Covina.

Exhibit A-2
CITY OF COVINA
Bond Logistix
Investment Portfolio as of
December 2012

Date	Qty	Price	Market Value	Cost Value	Total	Yield	Maturity	Issuer
08/21/09	19,140	104.754000	2,004,991.56	2,048,745.60	2,048,745.60	3.0000	9/22/2014	Fed Farm Credit Bank
04/15/11	17,500	100.377000	1,756,597.50	1,734,646.00	1,756,352.50	1.3750	5/28/2014	Fed Home Loan Bank
10/31/08	13,500	102.121000	1,378,633.50	1,421,402.35	1,421,402.35	1.3750	10/31/2013	US Treasury
02/28/09	11,000	101.926000	1,121,186.00	1,134,890.62	1,134,890.62	1.8750	2/28/2014	US Treasury
06/30/09	15,000	103.570000	1,553,550.00	1,591,171.88	1,591,171.88	2.6250	6/30/2014	US Treasury
07/31/09	15,000	103.762000	1,556,430.00	1,590,117.19	1,590,117.19	2.6250	7/31/2014	US Treasury
09/30/09	16,500	103.711000	1,711,231.50	1,751,964.84	1,751,964.84	2.3750	9/30/2014	US Treasury
01/31/10	15,700	104.094000	1,634,275.80	1,646,108.20	1,646,108.20	1.3750	1/31/2015	US Treasury
02/28/10	16,000	104.500000	1,672,000.00	1,693,000.00	1,693,000.00	2.3750	2/28/2015	US Treasury
03/31/10	16,000	104.969000	1,679,504.00	1,697,125.00	1,697,125.00	2.5000	3/31/2015	US Treasury
07/31/10	15,000	103.656000	1,554,840.00	1,557,011.72	1,557,011.72	1.7500	7/31/2015	US Treasury
08/15/10	15,500	100.375000	1,555,812.50	1,558,173.83	1,558,173.83	0.7500	8/15/2013	US Treasury
08/31/10	17,000	102.430000	1,741,310.00	1,743,628.91	1,743,628.91	1.2500	8/31/2015	US Treasury
09/15/10	15,000	100.418000	1,506,270.00	1,495,781.25	1,495,781.25	0.7500	9/15/2013	US Treasury
03/15/11	11,750	101.242000	1,189,593.50	1,193,267.58	1,193,267.58	1.2500	3/15/2014	US Treasury
04/15/11	11,750	101.320000	1,190,510.00	1,194,277.34	1,194,277.34	1.2500	4/15/2014	US Treasury
12/15/11	15,000	100.000000	1,500,000.00	1,497,949.22	1,497,949.22	0.7500	12/15/2014	US Treasury
			\$ 26,306,735.86	\$ 26,549,261.53	\$ 26,570,968.03			

Wells Fargo Money Market

\$ 1,067,676.69

Total Value of Portfolio **\$ 27,638,644.72**

(0.00)

Sold/Matured Investment

02/21/12	21,000	100.407000	2,108,547.00	2,108,442.00	2,108,442.00	0.5000	4/17/2015	Fed Home Loan Mortgage
				(2,106,258.00)				
04/19/12	22,000	100.349000	2,207,678.00	2,200,616.00	2,200,616.00	0.5000	5/27/2015	Fed National Mortgage
				(2,206,600.00)				
08/31/09	16,000	103.684000	1,658,944.00	1,684,500.00	1,684,500.00	2.3750	8/31/2014	US Treasury
				\$ (1,658,687.50)				
Total			\$ -	\$ 22,012.50	\$ -			

Interest Summary

Interest Collected in	12/31/2012	28,652.60
Transfer out to SACRA		(3,400,000.00)

Cost Breakdown

Investment:

SACRA portion	\$ 14,250,487.05	53.63%
City portion	12,320,480.98	46.37%
	<u>\$ 26,570,968.03</u>	

Money Market:

SACRA portion	\$ 572,614.17	53.63%
City portion	\$ 495,062.52	46.37%
	<u>\$ 1,067,676.69</u>	

Interest Collected in

City 41.29%	11,830.37
SACRA 58.71%	16,822.23
Total	<u>28,652.60</u>

Gain (Loss) on sale of investment	<u>(22,012.50)</u>
City 41.29%	(9,088.74)
SACRA 58.71%	(12,923.76)
Total	<u>(22,012.50)</u>

City 40%

10100000-10881	11,830.37	-
10100000-47200	-	11,830.37
10100000-10881	-	9,088.74
10100000-47200	9,088.74	-

SACRA 60%

S5110000-10881	16,822.23	-
S5114400-47200	-	16,822.23
S5110000-10881	-	12,923.76
S5114400-47200	12,923.76	-

Exhibit A-3
CITY OF COVINA
Diversified Securities
Investment Portfolio as of
December 2012

<u>Date</u>	<u>Qty</u>	<u>Price</u>	<u>Market Value</u>	<u>Cost Value</u>	<u>Total</u>	<u>Yield</u>	<u>Maturity</u>	<u>Issuer</u>
		Total	\$ -	\$ -	\$ -			
Federated Capital Reserve Money Market					\$ 2,230,882.75			
Total Value of Portfolio					\$ 2,230,882.75			-

Sold/Matured Investment

Total	\$ -
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Interest Summary

Interest Collected in	12/31/12	38.40
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Fee Summary

Fees Collected in	12/31/12	-
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Cost Breakdown

Investment:

SACRA portion	\$ -
City portion	-
	<u>\$ -</u>

Money Market:

SACRA portion	\$ 1,115,441.38
City portion	\$ 1,115,441.38
	<u>\$ 2,230,882.75</u>

Interest Collected in

City 50%	19.20
SACRA 50%	<u>19.20</u>

Exhibit A-3
CITY OF COVINA
Diversified Securities
Investment Portfolio as of
December 2012

	Total	38.40	
Fee Summary	City 50%	-	
	SACRA 50%	-	
	Total	-	
	Gain (Loss) on sale of investment	-	
	City 50%	-	
	SACRA 50%	-	
	Total	-	

City 50%

	interest		
	1010-0000-00-10882	19.20	
	1010-0000-00-47200		19.20
	gain/loss sale		
	1010-0000-00-10882	-	
	1010-0000-00-47200		-
	management fees		
	1010-0500-00-51110	-	
	1010-0000-00-10882		-

SACRA 50%

	interest		
	S511-0000-00-10882	19.20	
	S511-4400-00-47200		19.20
	gain/loss sale		
	S511-0000-00-10882	-	
	S511-4400-00-47200		-
	management fees		
	S511-0000-00-10882	-	
	S511-4400-00-47200		-

Exhibit A-4
CITY OF COVINA
Smith Barney
Investment Portfolio as of
December 2012

Date	Qty	Price	Market Value	Cost Value	Total	Yield	Maturity	Issuer
8/13/2010	200	101.018000	20,203.60	21,717.20	21,717.20	4.5000	4/1/2013	Bank New York Inc Medium Term
7/16/2012	1,000	100.043000	100,043.00	100,610.00	100,610.00	1.3750	1/15/2013	US Treasury
9/17/2012	700	100.043000	70,030.10	70,287.35	70,287.35	1.3750	1/15/2013	US Treasury
8/29/2011	1,700	100.375000	170,637.50	171,826.74	171,826.74	0.7500	8/15/2013	US Treasury
9/28/2012	700	100.418000	70,292.60	70,380.10	70,380.10	0.7500	9/15/2013	US Treasury
11/30/2011	500	100.277000	50,138.50	50,228.68	50,228.68	0.5000	11/15/2013	US Treasury
7/16/2012	1,000	100.277000	100,277.00	100,379.00	100,379.00	0.5000	7/16/2012	US Treasury
11/15/2012	1,400	100.063000	140,088.20	140,049.00	140,049.00	0.2500	1/31/2014	US Treasury
12/29/2011	2,000	100.777000	201,554.00	202,000.60	202,000.60	0.7500	6/15/2014	US Treasury
3/30/2012	700	100.023000	70,016.10	69,715.86	69,715.86	0.2500	9/15/2014	US Treasury
4/16/2012	350	100.023000	35,008.05	34,923.55	34,923.55	0.2500	9/15/2012	US Treasury
5/31/2012	900	100.000000	90,000.00	89,831.56	89,831.56	0.2500	12/15/2014	US Treasury
8/30/2012	900	99.969000	89,972.10	89,922.60	89,922.60	0.2500	12/15/2014	US Treasury
6/28/2012	500	100.203000	50,101.50	49,986.50	49,986.50	0.3750	3/18/2012	US Treasury
8/30/2012	500	100.203000	50,101.50	50,086.00	50,086.00	0.3750	3/18/2012	US Treasury
9/1/2011	1,000	100.208000	100,208.00	101,138.90	101,138.90	1.0000	3/27/2013	Fed Home Loan Mortgage Corp
5/27/2011	800	100.548000	80,438.40	81,874.40	81,874.40	1.7500	5/7/2013	Federal National Mortgage Assoc
12/13/2011	900	100.576000	90,518.40	90,603.09	90,603.09	0.7500	12/18/2013	Federal National Mortgage Assoc
11/30/2012	800	100.908000	80,726.40	80,704.88	80,704.88	0.7500		Fed Home Loan Mortgage Corp
11/30/2012	900	100.409000	90,368.10	90,310.77	90,310.77	0.7500		Fed Home Loan Mortgage Corp

17,250

Total **\$ 1,750,723.05** \$ 1,756,576.78 \$ 1,756,576.78

Federated Capital Reserve Money Market \$ 16,475.85

Total Value of Portfolio \$ 1,773,052.63

check
prior mo bal 1,773,031.46
transactions 21.17
Curr mo bal 1,773,052.63
Diff -

Sold/Matured Investment

Total \$ - \$ -

Interest Summary

Interest Collected in	Dec-12		1,200.00	
Accrued Interest paid	Dec-12	(-)	(70.83)	
Accrued Interest received	Dec-12			1,129.17

Fee Summary

Fees Paid in	Dec-12		1,108.00	
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Cost Breakdown

Investment:

City portion			\$ 1,756,576.78	
--------------	--	--	-----------------	--

Money Market:

City portion			\$ 16,475.85	1,773,052.63
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Interest Collected in				
City			1,129.17	
Fee Summary				
City			1,108.00	

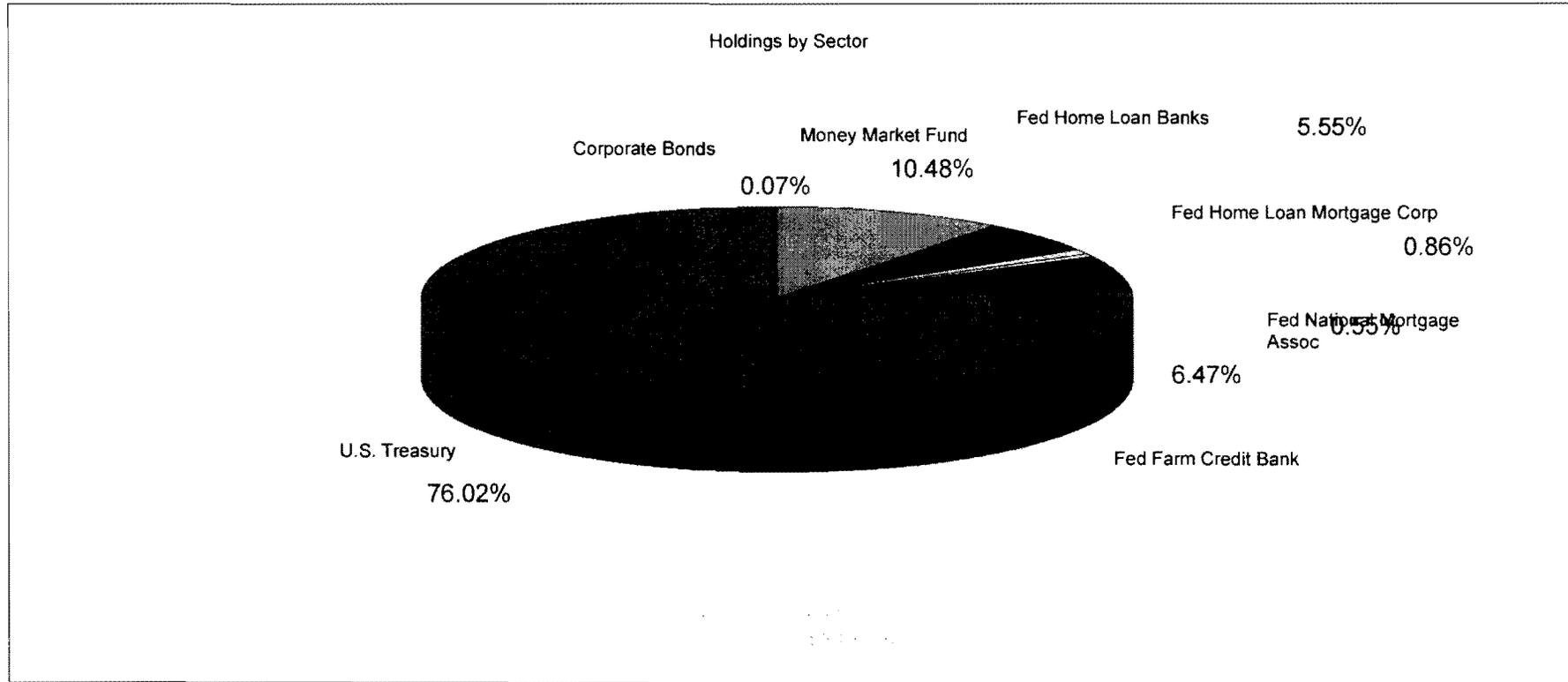
Gain (Loss) on sale of investment				
City			-	2,237.17

CITY

interest				
10100000-10883	1,129.17		-	
10100000-47200	-		1,129.17	
gain/loss sale				
10100000-10883	-		-	
10100000-47200	-		-	
management fees				
10100500-51110	1,108.00			
10100000-10883			1,108.00	

**EXHIBIT A-5
INVESTMENT HOLDINGS BY SECTOR**

	Bond Logistix* Investment	Diversified Securities	Smith ** Barney	Total Investment	Percentage
Money Market Fund	1,067,677	2,230,883	16,476	3,315,035	10.48%
Fed Home Loan Banks	1,756,353	0	0	1,756,353	5.55%
Fed Home Loan Mortgage Corp	0	0	272,155	272,155	0.86%
Fed National Mortgage Association	0	0	172,477	172,477	0.55%
Fed Farm Credit Bank	2,048,746	0	0	2,048,746	6.47%
U.S. Treasury	22,765,870	0	1,290,228	24,056,097	76.02%
Corporate Bonds	0	0	21,717	21,717	0.07%
Total	27,638,645	2,230,883	1,773,053	31,642,580	100.00%



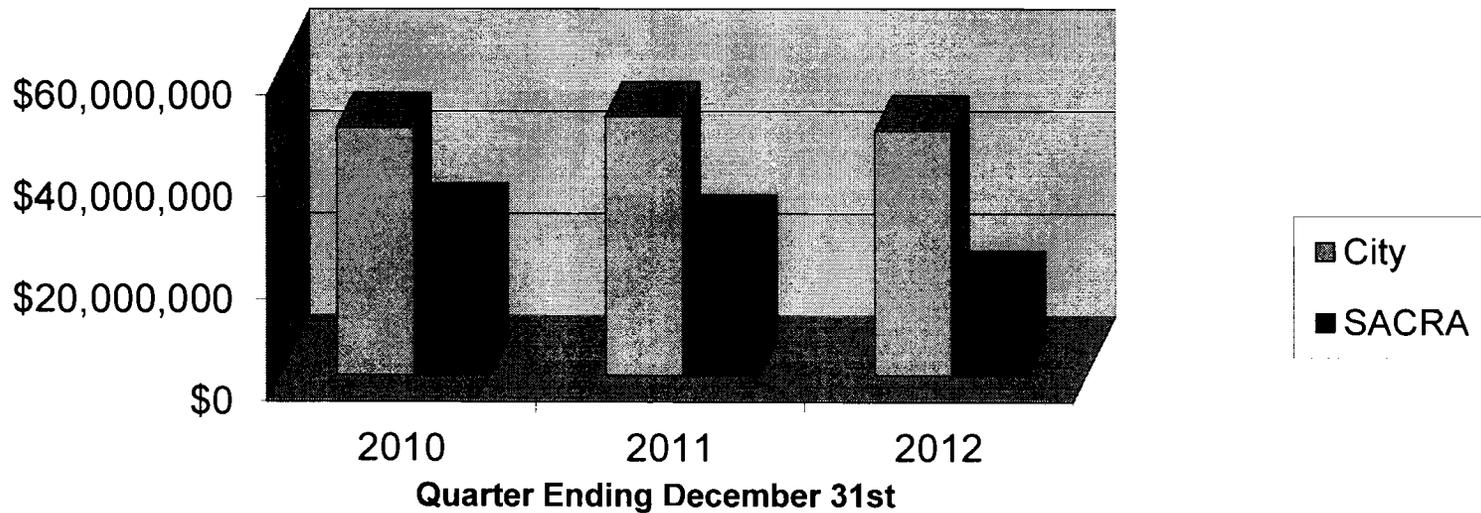
* Bond Logistix average S&P rating: AAA. Average coupon rate: 3.05%

** Smith Barney average S&P rating: AA+. Average coupon rate: 1.51%

City of Covina / SACRA - Total Investments Year-Over-Year Comparison

Quarter Ending	City	SACRA
12/31/2010	\$48,622,044.40	\$30,935,164.19
12/31/2011	50,834,136.97	28,565,894.01
12/31/2012	48,040,459.44	17,829,150.66 *

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



* Significant expenditures during CY2012 include 1.3 mil CVUSD Industrial Arts Building, 3.4 mil dissolution of Low-Mod housing, 3.5 mil Bond payments, 2.5 mil 200 W. Rowland Project

CITY OF COVINA
AGENDA ITEM COMMENTARY

MEETING DATE: February 5, 2013

ITEM NO.: CC 16

STAFF SOURCE: Kim J. Raney, Chief of Police 

ITEM TITLE: Resolution of the City Council of the City of Covina, County of Los Angeles, State of California, amending the Fiscal year 2012-2013 Police Department Budget to reflect an appropriation to perform landscape improvements to the police station and proposed police memorial.

STAFF RECOMMENDATION:

Adopt Resolution No. 13-7126 which appropriates \$20,000 for landscape improvements to the police station and proposed police memorial.

GENERAL FUND IMPACT:

There is no impact to the general fund; however, the adoption of this resolution will appropriate \$20,000 of undesignated funds from the Justice Narcotic Seizure Fund (2222)

BACKGROUND:

The Covina Police Department would like to reinvest in landscaping, irrigation, drainage and weather-proofing improvements to the main entrance of the police station in conjunction with the adjacent construction of the Police Memorial. The current landscaping needs replacement due to overgrowth and its general unattractive appearance. Proper drainage and weather-proofing also are needed due to regular seepage of water run-off into the building causing maintenance problems. As a whole, these improvements will not only make the police station structurally safer but also enhance the visual appeal of the Police Memorial.

The Police Department budget does need to be adjusted to reflect the appropriation from the Justice Narcotic Seizure Fund.

RELEVANCE TO THE STRATEGIC PLAN:

None

EXHIBITS:

A. Resolution No. 13-7126

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

RESOLUTION NO. 13-7126

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, AMENDING THE FISCAL YEAR 2012-2013 POLICE DEPARTMENT BUDGET TO REFLECT AN APPROPRIATION TO PERFORM LANDSCAPE IMPROVEMENTS TO THE POLICE STATION AND PROPOSED POLICE MEMORIAL.

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

WHEREAS, the budget for the City of Covina for fiscal year commencing July 1, 2012 and ending June 30, 2013 was approved on June 19, 2012; and

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

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

WHEREAS, the Covina Police Department wishes to perform landscape improvements to the police station and proposed police memorial.

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

SECTION 1. Amend the fiscal year 2012-2013 Police Department Budget as follows:

Appropriation Account

2220-1000-59110 \$20,000 (Justice Narcotics Seizure Fund)

1010-1000-55100 \$20,000

Revenue Accounts

1010-1000-49120 - \$20,000

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

PASSED, APPROVED AND ADOPTED this 5TH DAY OF February, 2013.

Kevin Stapleton, Mayor

CITY OF COVINA
AGENDA ITEM COMMENTARY

MEETING DATE: February 5, 2013

ITEM NO.: CC 17

STAFF SOURCE: Marco A. Martinez, City Attorney
Anthony Arroyo, Director of Human Resources *RAA*

ITEM TITLE: Amended & Restated Employment Agreement for City Manager Services with Daryl Parrish to Extend the Term of the Agreement, Implement Additional Reductions in Benefits and Share in Administrative Savings and Adopt **Resolution No. 13-7131** to amend the Fiscal Year 2012-2013 Budget in the City Manager's Department.

STAFF RECOMMENDATION:

That the City Council approve an Amended & Restated Employment Agreement for City Manager Services with Daryl Parrish to June 30, 2014 and adopt **Resolution No. 13-7131** to amend the fiscal year 2012-2013 budget in the City Manager's Department.

FISCAL IMPACT:

The City will have to pay-out \$21,552 in accrued sick/vacation time and a lump-sum payment of \$13,620. However, the City expects to save over \$65,000 over the next 10 years.

Although the value of the accrued sick/vacation time is a City liability, these funds are not budgeted. The resolution will increase the budget in accounts 1010-0300-50040 and 1010-0300-50050. This increase will be offset by budgetary savings of approximately \$15,000 comprising of PARS administrative fees and benefit costs as a result of the termination of the PARS contract.

BACKGROUND:

In May of 2009, the City Council approved an Employment Agreement ("Agreement") for City Manager Daryl Parrish. That Agreement was amended most recently in November of 2012 in order to implement certain benefit reductions and extend the term of the Agreement to June 30th of 2013. It was understood at that time, that the City Manager and City would continue to negotiate certain changes to his retirement benefits to reduce the City's long-term pension liability.

ANALYSIS

The City Manager was hired in May of 2009. Since that time, he has received no increases in total compensation. Instead, he has agreed to certain benefit reductions, including paying the full member contribution to the Public Employee Retirement System (PERS), reducing his severance package and health insurance plan coverage. He has also worked with the City to implement additional reductions in his retirement plan to reduce the City's long-term pension liability.

Currently, the City Manager is provided a retirement package that includes participation in PERS at a 2.5% at 55 benefit level. This is the same amount provided to all City employees. In addition, the City Manager receives an enhanced supplemental retirement plan through the Public Agency Retirement System (PARS). That plan provides an additional .2% benefit (for a total of 2.7% at 55). The supplemental PARS plan was implemented to provide the City Manager with the same retirement plan he received at his former city. The supplemental PARS plan is currently fully funded and has cost the City approximately \$33,000. In addition, the City is required to pay PARS \$425 per month in administration fees and the cost of actuarial studies performed every 2 years (approximately \$3,000 to \$5,000 per actuarial). The administrative fees typically increase by 3% each year. These administrative fees would have to be paid for the life of the pension.

In order to reduce the City's pension liability and provide certainty in budgeting, the City Manager and City have negotiated the following changes to his employment agreement to terminate the supplemental PARS plan. These changes are designed to provide the City Manager with a lump sum benefit that he can use to buy additional service time in PERS or purchase his own private retirement plan. The package would include the following:

1. City and City Manager would agree to terminate the supplemental PARS plan.
2. The City Manager would receive his accrued retirement amount from the PARS plan - approximately \$33,000.
3. The City Manager would be allowed to cash-out approximately 100 hours of accrued vacation time and 200 hours of accrued sick time with a total value of \$21,552.
4. Since the City will be saving the PARS administrative and actuarial fees, the City Manager would share in this savings by being provided a one-time, \$13,620 lump sum payment.
5. The City Manager would use these funds to purchase his own retirement plan or investigate the purchase of additional PERS service time.
6. The City Manager's employment agreement would be extended to June 30, 2014.

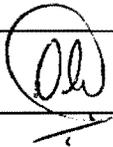
The proposed changes would benefit the City by terminating the supplemental PARS plan and its unknown future liability. The changes will also terminate the City's obligation to pay \$425+ per month in administrative fees and several thousand dollars in actuarial fees over what would have been the life of the City Manager's pension. Finally, the changes reduce the City's vacation and sick time accrual liabilities (future) and assures that the City Manager remains under contract until June 30, 2014.

RELEVANCE TO THE STRATEGIC PLAN

None.

EXHIBITS

- A. Redline Version of Amended & Restated Employment Agreement

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

RESOLUTION NO. 13-7131

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF COVINA, CALIFORNIA, AMENDING THE
FISCAL YEAR 2012-2013 GENERAL FUND
BUDGET**

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

WHEREAS, the budget for the City of Covina for fiscal year commencing July 1, 2012 and ending June 30, 2013 was approved on June 19, 2012; and

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

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

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

SECTION 1. Amend the fiscal year 2012-2013 General Fund Budget in the City Manager’s Department as follows;

- Increase Appropriations in Account Number 1010-0300-50040 \$17,586
- Increase Appropriations in Account Number 1010-0300-50050 \$17,586
- Decrease Appropriations in Account Number 1010-0300-50150 \$15,000

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

PASSED, APPROVED AND ADOPTED this 5TH DAY OF FEBRUARY.

Kevin Stapleton, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM;

Marco Martinez, City Attorney

**AMENDED & RESTATED EMPLOYMENT AGREEMENT
FOR
CITY MANAGER SERVICES**

THIS AMENDED & RESTATED EMPLOYMENT AGREEMENT FOR CITY MANAGER SERVICES is made and entered into this 5th day of February 2013, by and between the City of Covina, a California general law municipal corporation of the State of California, hereinafter referred to as "City" and Daryl Parrish hereinafter referred to as "Manager."

WITNESSETH

WHEREAS, the City desires to continue to employ the services of Daryl Parrish as City Manager of the City of Covina as provided by the Covina Municipal Code ("CMC") and State law; and

WHEREAS, it is the desire of the City Council of the City of Covina to extend the term of Manager's employment agreement and provide for certain amended benefits; and

WHEREAS, Manager desires to continue employment as the City Manager of the City of Covina and to accept the provisions of this Amended & Restated Employment Agreement.

WHEREAS, Manager desires to terminate his membership in the supplemental PARS plan for enhanced retirement benefits and, in lieu thereof, receive certain one-time payments from the City that may be utilized by Manager to purchase alternative supplemental retirement benefits.

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WHEREAS, City will benefit from Manager's termination from the PARS plan and making certain one-time payments to Manager in that City will terminate future PARS liabilities and costs, as well as reduce accrued vacation and sick leave time liabilities to Manager.

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NOW, THEREFORE, in consideration of the respective and mutual covenants hereinafter contained and made, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and agreed, and subject to all the terms and conditions hereof, City and Manager agree as follows:

Section 1: Appointment and Duties

A. The City Council of the City of Covina hereby appoints Daryl Parrish as City Manager of the City of Covina to perform those functions and duties specified in the Covina Municipal Code, and the Government Code of the State of California, and to perform such other legally permissible and proper duties and functions as the City Council shall from time to time assign during the time specified in this Agreement.

Section 2: Compensation

A. Salary

(1) Base Salary: The City shall pay Manager the annual base salary of Two Hundred Thirteen Thousand Four Hundred and Sixty Five Dollars (\$213,465.00) in installments paid at the same time and in the same manner as other executive employees of the City.

(2) Educational Incentive: The Base Salary shall be increased by the educational incentive (2.0%) in accordance with the 2008 Executive Compensation Rules.

B. Transportation. Manager shall have the exclusive use at all times during his employment with the City of an automobile provided by the City for City related business use and to commute between home and City Hall. Said automobile shall be a fully equipped sedan capable of seating at least five (5) adults, and shall display exempt license plates. The City shall be responsible for providing public liability, property damage, and comprehensive insurance in coverage amounts as determined by the City. The costs of such insurance premiums shall be borne by the City. The City shall be responsible for paying for the operation, repair, and maintenance of said automobile. The City understands that Manager will remain on-call at all times, and the vehicle may be used for incidental personal as well as official business. Manager further agrees to keep the vehicle clean and in respectable condition.

C. Leave Time.

(1) Sick Leave. Manager shall accrue and use Sick Leave on the same terms and conditions as executive personnel in accordance with the 2008 Executive Compensation Rules, as may be from time to time amended by the City Council.

(2) Administrative Leave. Manager shall accrue seventy-five (75) hours per year during the term of this Agreement. Manager shall not be entitled to cash out or carry over to any subsequent year any accrued, but unused, Administrative Leave at the end of each year.

(3) Vacation Leave. Manager shall accrue twenty (20) days of Vacation Leave (total 160 hours) during each year of the term of this Agreement up to the maximum of two times (2x) the annual earning allowance. Manager shall be compensated for unused and accrued Vacation Leave in excess of the maximum allowed in accordance with the 2008 Executive Compensation Rules, as may be from time to time amended by the City Council.

(4) Holiday Leave. Manager shall be entitled Holiday and Floating Holiday Leave in accordance with the 2008 Executive Compensation Rules, as may be from time to time amended by the City Council.

D. Miscellaneous Benefits.

(1) Manager shall be entitled to the same annual physical, long-term disability benefits, insurance benefits including, but not limited to, life, health, vision, and dental coverages, as provided other executive personnel (Department Heads) within the City's employ

in effect as of the date of this Agreement and as they may be changed from time to time by the City Council.

Notwithstanding any provision to the contrary in this Agreement, City shall provide Manager a term life insurance policy up to \$100,000.00 limit and shall contribute \$990.00 per month toward the optional benefits plan available through the City.

E. Retirement Benefits.

(1) Manager shall receive a 2.5% @ 55 benefit with the California Public Employees' Retirement System ("CalPERS") ~~as well as an enhancement through a supplemental plan adopted through PARS ("Enhanced Benefit") which will provide in combination with CalPERS a total benefit of 2.7% @ 55. In addition to paying the employer contribution required under CalPERS and PARS with respect to the Enhanced Benefit, the City shall also pay the employee contribution required by PARS with respect to the Enhanced Benefit only.~~ Manager shall pay the full CalPERS member contribution.

(2) Manager is deemed to be an "eligible retiree" as of the effective date of this Agreement as provided in Section 3, below. Upon retirement from the City of Covina directly into CalPERS, Manager shall be eligible to receive Supplemental Retiree Benefits, currently in the amount of \$472 per month, in the same manner as provided to other executive personnel in accordance with the 2008 Executive Compensation Rules as may from time to time be amended by the City Council. However, this provision shall not be effective if:

- a. This provision is prohibited by law and/or by the City's then medical insurers underwriting practice; or
- b. Manager becomes employed with another public agency or private entity subsequent to his employment with the City, but prior to retirement into CalPERS.

(3) City shall pay Manager Two Hundred Fifty Dollars (\$250.00) per month up to a maximum of \$3,000.00 per year towards Manager's deferred compensation plan (457 plan).

F. Special Provisions Re: PARS Membership Termination and One-Time Payment.

(1) Manager agrees to terminate his membership in the supplemental PARS plan for enhanced retirement benefits which, as of the effective date of this Agreement, is calculated to have an accrued benefit value of Thirty Two Thousand Eight Hundred Sixty Eight Dollars (\$32,868.00) ("PARS Amount").

(2) By Manager's termination in the supplemental PARS plan, the City will realize certain savings by avoiding future PARS plan administration costs for what would have been the life of Manager's pension. City agrees to share a portion of these savings by paying Manager a one-time lump sum of Thirteen Thousand Six Hundred Twenty Dollars (\$13,620.00) ("PARS Savings Share").

(3) Notwithstanding any provision of subsections (C)(1) or (C)(3) of this Agreement, or any provision of the 2008 Executive Compensation Rules to the contrary, Manager shall be entitled to immediately cash-out up to (i) one hundred (100) hours of accrued vacation leave and

two hundred (200) hours of accrued sick leave, at those rates in accordance with the 2008 Executive Compensation Rules, as may be from time to time amended by the City Council ("Leave Amount").

(4) City agrees to pay Manager the PARS Amount, PARS Savings Share and Leave Amount as a combined lump-sum payment within thirty (30) days following the effective date of this Agreement.

(5) Manager shall apply the combined total payment of the PARS Amount, PARS Savings Share and Leave Amount toward the purchase of (i) additional time/service credit toward his PERS retirement benefits or (ii) a private retirement plan (e.g.: IRA).

FG. City covenants to take such action as may be reasonably necessary to include all benefits to Manager hereunder during any fiscal year of City in its annual budget for such year and to make the necessary annual appropriations for all such benefits.

Section 3: Term; Notice of Termination; and Severance

A. Term and Extension. This Agreement shall be effective from ~~November 30~~February 5, 2013~~2~~, through ~~June 30, 2013~~July 1, 2014, unless extended or terminated as provided herein.

B. Notice of Termination. Manager serves at the pleasure of the City Council and City Council reserves the right to terminate Manager and this Agreement upon the vote of a majority of the entire City Council in attendance at any lawfully called meeting. In any event, City shall provide Manager with thirty-(30) days notice of its decision to terminate this Agreement in accordance with , and as provided by the provisions of the Ralph M. Brown Act, California Government Code Section 54950 et seq., and in accordance with CMC Sections 2.08.080 and 2.08.090. Notwithstanding the provisions of CMC Sections 2.08.080 and 2.08.090, the Manager shall not be removed from office during or within a period of 90 days next succeeding any general municipal election held in the City, at which election a member of the city council is elected. After the expiration of such 90-day period, the provisions of CMC Sections 2.08.080 and 2.08.090 as to the removal of the city manager shall apply and be effective. Due to the important nature of Manager's duties to the City, if Manager terminates this Agreement, Manager must provide the City Council with thirty (30) days written notice prior to the date he ceases to perform his duties and responsibilities under this Agreement and the provisions of the City's Municipal Code.

C. Severance. In the event Manager is terminated other than for cause or disability by a majority vote of the entire City Council in attendance at any lawfully called meeting, City shall provide Manager with severance pay equal to six (6) months of the then current base salary. Manager and his dependents shall also receive continuing health insurance plan coverage for a six (6) month period from the effective date of termination. Pursuant to California Government Code section 53261, the continuing eligibility of Manager and his dependents for such health insurance plan coverage shall terminate should Manager obtain other employment. Manager shall be compensated for any unused leave, holidays, and other benefits then accrued as provided in this Agreement.

D. Termination for Cause. In the event Manager is terminated because of his conviction of any illegal act involving a felony, personal gain, or moral turpitude, City shall have no obligation

to pay the severance as set forth in subsection 3.C. above. In the event that Manager is under investigation for any of the foregoing reasons, the City may withhold part or all of such severance pay until it is determined if charges will be filed, and if charges are filed, until final judgment is rendered.

E. Termination as Including Salary Reduction. If at any time during the term of this Agreement, City reduces the salary or other financial benefits of Manager in an average (mean) percentage greater than that of other executive managers within City's employ, or in the event City refuses, following written notice, to comply with any provision benefiting Manager herein, or Manager resigns following a request that he resign made by a majority of the entire City Council in attendance at a lawfully called meeting, then Manager shall be deemed to be "terminated" as of the date of such reduction, refusal, or request within the meaning and context of Section 3.C herein.

F. Termination Based on Disability. In the event Manager is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity, or health reasons for a period of three consecutive months beyond any provided sick leave, the City may terminate this Agreement. Upon termination of the Agreement for the reasons stated in this paragraph, Manager's salary then in effect shall continue until six months have elapsed from the date of the incident or onset of illness giving rise to the disability or incapacity. The amount of salary shall be reduced by an amount equal to any disability insurance proceeds then being received by Manager.

Section 4: General Expenses

A. City agrees to budget reasonable sums for and to pay for professional dues and subscriptions of Manager necessary for continuation and full participation in national, regional, state, and local associations, and organizations necessary and desirable for Manager's continued professional participation, growth, and advancement, and for the good of City.

B. City agrees to budget reasonable sums for and, consistent with the City's reimbursement policy adopted pursuant to Assembly Bill 1234, as it may be amended from time to time, to pay for travel and subsistence expenses of Manager for professional and official travel, meetings, and occasions to adequately continue the professional development of Manager and to pursue necessary official functions for City, including but not limited to the ICMA Annual Conference, League of California Cities, and such other national, regional, state, and local governmental groups and committees in which Manager serves as a member.

C. City agrees to budget reasonable sums for and, consistent with the City's reimbursement policy adopted pursuant to Assembly Bill 1234, as it may be amended from time to time, to pay for travel and subsistence expenses of Manager for short courses, institutes, and seminars that are necessary for Manager's professional development and for the good of City.

D. City recognizes that certain expenses of a non-personal but job related nature may be incurred by Manager, and agrees to reimburse or to pay reasonable general expenses consistent with the City's reimbursement policy adopted pursuant to Assembly Bill 1234, as it may be amended from time to time. The Finance Director is authorized to disburse such moneys upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits.

E. City acknowledges the value of having Manager participate and be directly involved in local civic clubs or organizations. Accordingly, City shall pay for the reasonable membership fees and/or dues to enable Manager to become an active member in local civic clubs or organizations.

Section 5: Housing Assistance

A. In order to facilitate Manager's duties and encourage Manager's participation in community events, City shall provide manager with a monthly rental subsidy for the purpose of paying the actual rent of property within the boundaries of the City of Covina. Manager shall live in the rental unit for a majority of the time he is in Covina. The rental subsidy shall be the actual monthly rental amount up to \$1,000 per month.

Section 6: Indemnification

A. City agrees to defend, hold harmless, and indemnify Manager against any tort, professional liability claims or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Manager's duties. City, at its discretion, is not required to indemnify Manager for any illegal acts committed by Manager.

Section 7: Performance Review

A. City Council agrees to provide, prepare, and participate in reviews of Manager's performance. The objective of such review shall be to maintain an optimal working relationship and a mutual understanding and agreement on duties, responsibilities, and priorities between Manager and the City Council. At least annually at a City Council meeting in May of any calendar year, the City Council shall conduct such review.

Section 8: Bonding Requirements

A. City shall bear full cost of the fidelity bond required of the Manager under the Covina Municipal Code or State law.

Section 9: Other Terms and Conditions

A. This Agreement shall be binding upon and shall inure to the benefit of the respective heirs, executors, administrators, successors, and assigns of the parties provided, however, Manager may not assign Manager's obligations hereunder.

B. No provision of this Agreement may be modified, waived, or discharged unless such waiver, modification, or discharge is agreed to in writing by City and Manager. No waiver by either party at any time or the breach of, or lack of compliance with, any conditions or provisions of this Agreement shall be deemed a waiver of other provisions or conditions hereof.

C. The text herein shall constitute the entire agreement between the parties and shall supersede any and all previous agreements and understandings of the parties except as otherwise provided in this Agreement.

Section 10: Severability

A. If any provision, or portions thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable and shall remain in full force and effect.

Section 11: Notices

A. Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

City of Covina
125 East College Street
Covina, California 91723
Attention: Mayor

Daryl Parrish

[Redacted signature block]

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- B. Notices also may be personally served in the same manner as is applicable to civil judicial practice.
- C. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission by the United States Postal Service.
- D. Either party hereto may change its respective address of record by providing written notice thereof in accordance with this Section.

[Signature Page to Immediately Follow]

IN WITNESS WHEREOF, the parties have executed this Agreement the date and year first above written.

MANAGER

Daryl Parrish

CITY OF COVINA

Kevin Stapleton
Mayor

ATTEST:

Kay Manning
City Clerk

APPROVED AS TO FORM:

Marco A. Martinez
City Attorney

CITY OF COVINA
AGENDA ITEM COMMENTARY

MEETING DATE: February 5, 2013

ITEM NO.: CC 18

STAFF SOURCE: Kim J. Raney, Chief of Police KR

ITEM TITLE: Food Services Agreement between County of Los Angeles and the City of Covina.

STAFF RECOMMENDATION:

Approve the Food Services Agreement between the County of Los Angeles and the City of Covina for prisoner meals.

FISCAL IMPACT:

The Police Department currently budgets for this expenditure, 10101150 54410. It is projected that there will be an annual savings under this new agreement of \$2,500 annually.

BACKGROUND:

The Police Department Jail duties include providing prisoners with meals on a regular basis for the duration of their stay in the Covina Jail facility. These meals are periodically evaluated by The Los Angeles County Health Department to ensure that they meet the nutritional and caloric requirements established by the Food and Nutrition Board of the National Research Council, Institute of Medicine of the National Academies, the California Daily Food Guide and the Dietary Guidelines for Americans, in accordance with the California Code of Regulations Title 15.

Currently the Department uses a private vendor to supply prisoner meals and after some research and comparison, staff is requesting to begin using the County of Los Angeles Sheriff's Department for food services for those incarcerated in our jail. After conducting a diligent inquiry, the Covina Police Department believes that the Los Angeles Sheriff's Department Food Services Unit (FSU) is the best option to provide prisoner meals. Because it falls under the same umbrella agency, the County of Los Angeles, the prisoner meals it provides will always be in compliance with Los Angeles County Health Department nutritional requirements. After investigating other third party vendors, there is not the same certainty that these nutritional requirements will be routinely met. Therefore, after soliciting a number of sources, the Police Department determined that competition through formal bidding would be inadequate.

This agreement would be valid until June 30, 2013.

RELEVANCE TO THE STRATEGIC PLAN:

None.

EXHIBITS:

A. Copy of agreement between the City of Covina and the County of Los Angeles

REVIEW TEAM ONLY	
City Attorney: <u><i>[Signature]</i></u>	Finance Director: <u><i>[Signature]</i></u>
City Manager: <u><i>R. Anthony Argueta</i></u>	Other: _____

**FOOD SERVICES AGREEMENT
BETWEEN COUNTY OF LOS ANGELES
AND THE CITY OF COVINA**

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FOOD SERVICES AGREEMENT

This Agreement, dated _____, 2013, is made by and between by the County of Los Angeles, hereinafter referred to as "COUNTY," and the City of Covina, hereinafter referred to as "CITY," for the purpose of providing food services to CITY jail facility.

RECITALS

WHEREAS, CITY is desirous of contracting with COUNTY, through its Los Angeles County Sheriff's Department, hereinafter referred to as "LASD," for food services to be provided to prisoners of the CITY jail facility; and

WHEREAS, COUNTY and LASD are agreeable to rendering such services on the terms and conditions hereinafter set forth; and

WHEREAS, such agreements are authorized and provided for by the provisions of Section 56-1/2 and 56-3/4 of the Charter of the County of Los Angeles and Article 1, Chapter 1, Part 2, Division 1, Title 5 of the Government Code of the State of California.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties mutually agree as follows:

1.0 SCOPE OF SERVICES

- 1.1 COUNTY, through LASD, agrees to provide CITY with pre-packaged prepared meals for use in the CITY jail facility.
- 1.2 Meals provided by COUNTY will meet the nutritional and caloric requirements established by the Food and Nutrition Board of the National Research Council, Institute of Medicine of the National Academies, the California Daily Food Guide, and the Dietary Guidelines for Americans, in accordance with the California Code of Regulations Title 15, at the time of meal delivery to the CITY jail facility.

- 1.3 Food preparation and the quality of the provided meals shall comply with the standards set forth in the Health and Safety Code, Division 104, Part 7, Chapter 4, Articles 1-8, at the time of delivery to the CITY jail facility.
- 1.4 LASD shall deliver the prepared meals to CITY as set forth in Attachment "A". For any changes in the number of meals requested and/or the delivery days and times set forth on Attachment "A", CITY shall submit a request to COUNTY in writing not less than twenty-one (21) days prior to the date of the requested change in the food service. The written requests shall set forth the effective date of the requested change and the specific change to number of meals and/or delivery date and/or delivery time. The written request shall also be signed by a representative of CITY, who is duly authorized to enter into such agreement. The written requests shall be submitted to COUNTY as follows:

Los Angeles County Sheriff's Department
Attn: Food Services Unit
450 Bauchet Street, Room E815
Los Angeles, California 90012

Upon approval by COUNTY of the requested change, Attachment "A" will be amended pursuant to Section 8.0 of this Agreement to reflect such change.

- 1.5 LASD shall be responsible for the transportation of the prepared meals to the CITY jail facility. LASD shall deliver the meals as set forth in Attachment "A" to a pre-designated, mutually agreed upon food storage location. Thereafter, it is the responsibility of CITY to serve the meals and provide any necessary clean-up.
- 1.6 LASD shall provide CITY with a monthly menu not less than one (1) week prior to the beginning of the following month. Menus are subject to change due to the availability from the vendors; therefore, LASD reserves the right to make such changes as necessary.

2.0 ADMINISTRATION OF COUNTY PERSONNEL

- 2.1 The rendition of the services performed by COUNTY, through LASD, the standards of performance, the discipline of officers and civilian employees, and other matters incident to the performance of such services and the control of personnel so employed shall remain with COUNTY and the Sheriff of Los Angeles County. COUNTY shall pay all wages, salaries, worker's compensation, and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them.
- 2.2 With regards to Section 2.1, COUNTY, in an unresolved dispute, shall have final and conclusive determination as between the parties hereto.

3.0 INDEMNIFICATION AND INSURANCE

- 3.1 CITY shall indemnify, defend, and hold harmless the COUNTY, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including reasonable attorney and expert witness fees), arising from or connected with the CITY's acts and/or omissions arising from and/or relating to this Agreement.
- 3.2 COUNTY shall indemnify, defend, and hold harmless the CITY, its elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including reasonable attorney and expert witness fees), arising from or connected with the COUNTY's acts and/or omissions arising from and/or relating to this Agreement.
- 3.3 COUNTY shall provide to CITY a certificate of self- insurance certifying that it is

self-insured for general liability, automobile liability, and workers' compensation liability.

4.0 BILLING RATES

- 4.1 For and in consideration of the rendition of the food services to be performed by COUNTY under this Agreement, CITY shall pay COUNTY for said services according to the rates set forth in the Food Services - City Contract Rates, attached hereto as Attachment "B".
- 4.2 Fees charged for the meals shall be based on the recovery of ingredient costs, mileage costs, labor costs, and other relevant costs prevailing at the time of the execution of this Agreement.
- 4.3 In the event that the costs for providing the services, as determined by the County's Auditor-Controller, change or the performance requirements under this Agreement change during the Initial Term or during any extension(s) thereto, then COUNTY shall have the right to adjust the rates and costs set forth in Attachment "B", Food Services - City Contract Rates . COUNTY shall notify CITY of any rate or cost modifications, and an Amendment to this Agreement shall be executed pursuant to Section 8.0 of this Agreement.

5.0 PAYMENT PROCEDURES

- 5.1 COUNTY, through LASD, shall render to said CITY within ten (10) days after the close of each calendar month a summarized invoice which covers all services performed during said month, and said CITY shall pay COUNTY therefore within forty-five (45) days after date of said invoice.
- 5.2 If such payment is not delivered to the COUNTY office which is described on said invoice within forty-five (45) days after the date of the invoice, COUNTY is

entitled to recover interest thereon.

- 5.3 Said interest shall be at the rate of ten percent (10%) per annum or any portion thereof calculated from the last day of the month in which the services were performed.

6.0 TERM OF AGREEMENT

- 6.1 The term of this Agreement shall commence upon execution by the Sheriff and shall terminate June 30, 2013, unless sooner terminated or extended in whole or in part as provided for herein.

7.0 RIGHT OF TERMINATION

- 7.1 Either party may terminate this Agreement with or without cause by giving not less than sixty (60) days advance written notice to the other party.
- 7.2 In the event of the termination, each party shall fully discharge all obligations owed to the other party accruing prior to the date of termination, and each party shall be released from all obligations which would otherwise accrue subsequent to the date of termination.
- 7.3 Notwithstanding the foregoing, COUNTY may cancel the provision of service at any time, in the event of exigent circumstances, if the Sheriff concludes that there are insufficient personnel to provide the agreed upon services and still perform other Sheriff's duties as required by law. In the event of such a circumstance, COUNTY will provide at least a ten (10) day notice of its inability unless circumstances preclude them, as a practical matter, from giving at least a ten (10) day notice, in which event the COUNTY shall provide such notice of less than ten (10) days as is feasible and practical under the circumstances.

8.0 AMENDMENTS

All changes, modifications, or amendments to this Agreement must be in the form of a written Amendment duly executed by authorized personnel of COUNTY and CITY.

9.0 ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

A party shall not assign its rights and/or subcontract, or otherwise delegate, its duties under this Agreement, either in whole or in part, without the prior written consent of the other party, and any attempted assignment or delegation without such consent shall be null and void.

10.0 AUTHORIZATION WARRANTY

CITY represents and warrants that the person executing this Agreement for CITY is an authorized agent who has actual authority to bind the CITY to each and every term, condition herein.

11.0 INDEPENDENT CONTRACTOR STATUS

This Agreement is between COUNTY and CITY and is not intended, and shall not be construed to create the relationship of employee, agent, servant, partnership, joint venture, or association, as between COUNTY and CITY. The employees and agents of one party shall not be construed to be employees and agents of the other party.

12.0 GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The parties agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agree and consent that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

13.0 NOTICES

Unless otherwise specified herein, all notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid, addressed to the parties at the following addresses and to the attention of the person named. Addresses and persons to be notified may be changed by either party by giving ten (10) calendar days prior written notice thereof to the other party.

Notices to COUNTY shall be addressed as follows:

Los Angeles County Sheriff's Department
Food Services Unit
Attn: Unit Commander
450 Bauchet Street, Room E815
Los Angeles, California 90012
Tel No. 213-893-5099
Fax. No. 213-680-1335

Notices to CITY shall be addressed as follows:

City of Covina
Attn: Chief Kim Raney
444 N. Citrus Avenue
Covina, CA 91723
Tel. No. 626-331-3391
Fax No. 626-384-5659

14.0 VALIDITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

15.0 WAIVER

No waiver by the parties of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the parties to enforce at any

time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof.

16.0 ENTIRE AGREEMENT

This Agreement, and any Attachments thereto, constitute the complete and exclusive statement of understanding between the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating the subject matter hereof. No change to this Agreement shall be valid unless prepared pursuant to Section 8.0, Amendments, of this Agreement and signed by both parties.

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FOOD SERVICES AGREEMENT

IN WITNESS WHEREOF, the Los Angeles County Board of Supervisors has caused this Agreement to be subscribed on its behalf by the Sheriff of the County of Los Angeles, and CITY has caused this Agreement to be subscribed on its behalf by its duly authorized representative.

Los Angeles County Sheriff's Department

By _____
Leroy D. Baca, Sheriff

Date _____

APPROVED AS TO FORM:

John F. Krattli
Office of the County Counsel

Deputy County Counsel

CITY OF COVINA

By _____
Kim Raney, Chief

Date _____

APPROVED AS TO FORM:

By _____
City Attorney

ATTACHMENT A

**CITY OF COVINA
FOOD SERVICES ORDER**

EFFECTIVE DATE:

DELIVERY DAYS:

DELIVERY HOURS: BETWEEN _____ HOURS AND _____ HOURS

NUMBER OF MEALS:

(ex.: 120 PER DELIVERY DAY (40 BREAKFAST, 40 LUNCH, AND 40 DINNER))

CITY OF COVINA REPRESENTATIVE

DATE

LASD FOOD SERVICES REPRESENTATIVE

DATE

ATTACHMENT B

COUNTY OF LOS ANGELES

SHERIFF'S DEPARTMENT

"A tradition of Service"
Since 1850

FOOD SERVICES - CITY CONTRACT RATES

RATES for FOOD SERVICES
FISCAL YEAR 2012-2013



PER MEAL	\$2.25
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CITY OF COVINA
AGENDA ITEM COMMENTARY

MEETING DATE: February 5, 2013

ITEM NO.: CB 1

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

ITEM TITLE: Consideration of Ordinance No. 12-2015 Adopting Revised Administrative Citation Regulations by Repealing Chapter 1.26 (“Community Improvement and Administrative Citations”) and Adopting a New Chapter 1.26 (“Administrative Citations”) in Title 1 (“General Provisions”) of the Covina Municipal Code

STAFF RECOMMENDATION

That City Council hold second reading and approve adoption of **Ordinance No. 12-2015**, repealing Chapter 1.26 (“Community Improvement and Administrative Citations”) and adopting a new Chapter 1.26 (“Administrative Citations”) in Title 1 (“General Provisions”) of the Covina Municipal Code.

FISCAL IMPACT

All code enforcement citation fine revenues are directed to the Community Improvement Fund (2188-4200) because property compliance, not revenue generation, is the purpose of code enforcement operations. Citation fine revenues may only be used to fund code enforcement operations that result in improvements to the community, such as the cost of property abatements and community cleanups, as well as the costs of achieving code enforcement compliance that cannot be recovered by the City. Therefore, the revision of Chapter 1.26 is intended to have no effect on the City’s General Fund.

BACKGROUND

As noted in the October 2, 2012 special meeting of the Covina City Council related to field operations for Code Enforcement and Police, there has been a substantial increase (+352% from 2006 to 2011) in property inspections related to code enforcement cases. This caseload increase, which accompanied the 2008 economic downturn and the foreclosure crises, led to a streamlining of operations to focus on the most egregious violations while attempting to simplify the processing of minor infractions. Protecting the health, welfare and safety of the general public under the current provisions of the Municipal Code was shown to be problematic when dealing with absentee land owners and foreclosed properties with existing staff resources under increased caseloads, so the City Prosecutor was enlisted to review Chapters 1.26, 1.28, 8.40 and 17.59.

The proposed ordinance has been developed to address the concerns of staff, clarify enforcement, and improve processes for properties that are in violation.

As drafted, the proposed revision of Chapter 1.26 would address the following issues:

- New definitions have been added for improved clarity and legal strength;
- Regulations for service of citations have been streamlined;
- Fines are no longer set forth in Chapter 1.26, with the exception of fines for violations that would otherwise have been infractions and are capped by the California Government Code. Fines are now to be established under a separate City Council resolution which will be presented to the Covina City Council on February 19, 2013;
- Late penalty and interest charges are imposed, along with re-inspection fees;
- Although procedures are set forth for the denial of a City approval, entitlement, license or permit resulting from the failure to pay an administrative fine, the specific circumstances under which the City would issue such a denial are intentionally NOT codified. It is recommended that the City create a policy/guideline so that the City can make appropriate decisions on a case-by-case basis, and
- The failure to pay a fine is only a misdemeanor, if willful (see Section 1.26.120). This is intended to comply with recent judicial decisions.

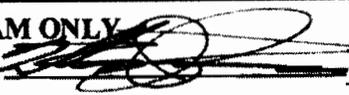
An overview of the changes to Chapters 1.26, 1.28 and 8.40 were previously presented to the City Council at a public workshop on October 2, 2012 by the Police and Public Works Departments, as a potential tool for City Officials, especially for Code Enforcement field operations, to maintain community safety standards. Since that time, the City Attorney's Office and the City Prosecutor have reviewed the changes to all three Chapters and added certain provisions to ensure the ordinance's compliance with recent case law.

RELEVANCE TO THE STRATEGIC PLAN

On October 25, 2012 the City held a Strategic Planning session which directed staff to return to Council with revisions to the Municipal Code in order to enhance Code Enforcement efforts, under the goal of improving safety and quality of life in Covina.

EXHIBITS

A. Ordinance No. 12-2015

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

ORDINANCE NO. 12-2015

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINA
ADOPTING REVISED ADMINISTRATIVE CITATION REGULATIONS BY REPEALING
CHAPTER 1.26 ("COMMUNITY IMPROVEMENT AND ADMINISTRATIVE
CITATIONS") AND ADOPTING A NEW CHAPTER 1.26 ("ADMINISTRATIVE
CITATIONS") IN TITLE 1 ("GENERAL PROVISIONS")
OF THE COVINA MUNICIPAL CODE**

WHEREAS, pursuant to California Government Code Section 53069.4, on March 16, 2004, the City Council of the City of Covina adopted Ordinance No. 04-1900 (enacted as Chapter 1.26 of Title 1 of the Covina Municipal Code) that established a process for imposing administrative fines and/or penalties for violations of the Covina Municipal Code by means of an administrative citation; and,

WHEREAS, the City Council of Covina desires to revise provisions of Chapter 1.26, including but not limited to administrative procedures relating to the imposition, enforcement, collection of administrative fines, and the administrative review of administrative citations.

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

SECTION 1: Chapter 1.26 ("Community Improvement and Administrative Citations") of Title 1 ("General Provisions") of the Covina Municipal Code is hereby repealed and deleted in its entirety.

SECTION 2: A new Chapter 1.26 ("Administrative Citations") is hereby added to Title 1 ("General Provisions") of the Covina Municipal Code to read as follows:

**"CHAPTER 1.26
ADMINISTRATIVE CITATIONS**

Sections:

- 1.26.010 Findings.
- 1.26.020 Applicability.
- 1.26.030 Definitions.
- 1.26.040 Scope.
- 1.26.050 Issuance of Administrative Citation; Contents Thereof.
- 1.26.060 Service of Citation.
- 1.26.070 Imposition of Administrative Fines, Late Penalty and Interest Charges, as well as Re-Inspection Fees; Payment and Collection Thereof.
- 1.26.080 Denial of City Approvals, Entitlements, Licenses and Permits for Delinquent Administrative Citation Fines, Late Penalty and Interest Charges, as well as for Unpaid Re-Inspection Fees.

- 1.26.090 Right to an Administrative Hearing; Waiver of Advance Deposit of Fine.
- 1.26.100 Administrative Hearing – Procedures.
- 1.26.110 Hearing Officer Decision; Right of Appeal Therefrom.
- 1.26.120 Penalties.
- 1.26.130 Severability.

Section 1.26.010 Findings.

The City Council of the City of Covina finds and declares as follows:

A. Enforcement of the Covina Municipal Code and adopted ordinances throughout the City is an important public service. A program for enforcement of local codes is vital to protect public health, safety, and welfare. The establishment of a comprehensive and effective code enforcement program that is able to utilize both administrative and judicial remedies against violations of the City's laws is best equipped to protect public health, safety, and welfare.

B. Government Code Section 53069.4 authorizes local jurisdictions to enact legislation making a violation of any local ordinance subject to an administrative fine or penalty. The State Legislature has also enacted other provisions of California law that allow local governments to impose administrative fines and/or penalties for violations of specified provisions of State law. The City Council intends, pursuant to this statute, to establish an administrative citation program that:

1. Imposes a non-judicial administrative fine and/or penalty for offenses of the Covina Municipal Code (including, but not limited to, any other code adopted therein) and other state laws as authorized by statute;

2. Encourages prompt abatement or correction of prohibited conditions, uses or activities in the City; and,

3. Creates deterrence against future violations of the City's laws.

C. The administrative citation remedy is not intended to replace any other remedy allowed by the Covina Municipal Code or State law. It is intended to provide an alternative and/or additional means by which the City's laws may be enforced.

Section 1.26.020 Applicability.

A. Use of this Chapter shall be at the sole discretion of the City and is one remedy that the City has to address violations of the Covina Municipal Code or other applicable provisions of State law. By adopting this Chapter, the City does not intend to limit its discretion or ability to utilize any administrative, civil, criminal, or other remedy available at law or equity, or any combination thereof, to address violations of the City's laws.

B. This Chapter makes a violation of any provision, restriction, or requirement of this Code or any Code adopted by reference herein, any ordinance of the City, any rule or regulation promulgated pursuant thereto, or any condition of any permit, license, or other entitlement issued pursuant to this Code subject to an administrative fine.

C. This Chapter establishes the administrative procedures for the imposition, enforcement, collection, and administrative review of administrative fines and/or penalties pursuant to Government Code Section 53069.4.

D. An administrative fine in an amount adopted by resolution of the City Council shall be imposed by means of an administrative citation issued by an Enforcement Officer, and shall be paid directly to the City of Covina. Payment of a fine shall not excuse a failure to correct a violation, nor shall it bar concurrent or further enforcement actions by the City.

E. The City Manager, or a designee thereof, may dismiss a citation at any time if a determination is made that it was issued in error, in which event any deposit of a fine shall be refunded. Notice of such action shall be given to the Citee in writing.

F. The City Manager, or a designee thereof, is authorized to promulgate procedural rules and regulations governing the provisions in this Chapter.

Section 1.26.030 Definitions.

As used in this Chapter, the following words are defined as follows:

A. "Administrative fine", "fine", "penalty" and/or "administrative penalty" shall mean the monetary sanction established by resolution of the City Council that is imposed upon a Responsible Person by means of a Citation.

B. "Citation" shall mean an administrative citation that is issued to a Responsible Person pursuant to this Chapter.

C. "Citee" shall mean a Responsible Person to whom a citation is issued.

D. "City" shall mean the City of Covina, California.

E. "City Manager" shall mean the chief administrative official of the City as appointed by the City Council.

F. "Code" shall include: (i) the entire Covina Municipal Code and any other Code, rule, or regulation incorporated therein by adoption or reference, (ii) any uncodified ordinance adopted by the City Council of Covina, (iii) any rule or regulation promulgated pursuant to the provisions of the Covina Municipal Code, (iv) any condition

of any permit, license, or other entitlement issued pursuant to this Code, and (v) other State laws as authorized by statute.

G. "Enforcement officer" and "Officer" shall mean any City employee with obligations to enforce the Covina Municipal Code. Enforcement Officers shall include personnel of the Public Works Department and Covina police officers. The City Manager may designate additional employees of other City departments to act as Officers for purposes of implementing and enforcing the provisions of this Chapter.

H. "Hearing officer" shall include a private person, or a public official, or duly constituted reviewing authority or commission that the City Manager designates or appoints to consider all timely requests for an administrative hearing upon issuance of a citation.

I. "Owner" shall mean and include any person having legal title to, or who leases, rents, occupies or has charge, control or possession of, or responsibility for, any real property in the City, including all persons shown as owners on the last equalized assessment roll of the Los Angeles County Assessor's Office. Owners include persons with powers of attorney, executors of estates, trustees, or who are court appointed administrators, conservators, guardians or receivers. An owner of personal property shall be any person who has legal title, charge, control, responsibility for, or possession of such property.

J. "Person" shall mean and includes any individual, partnership of any kind, a corporation of any kind, limited liability company, association, joint venture or other organization or entity, however formed, as well as fiduciaries, trustees, heirs, executors, administrators, or assigns, or any combination of such persons. "Person" also includes any public entity or agency that acts as an owner in the City.

K. "Property" or "Premises" shall mean any real property, or improvements thereon, or portions thereof, as the case may be. "Property" includes any parkway or unimproved public easement abutting such real property. "Property" shall also include all forms of personal property or animals, where applicable.

L. "Responsible Person" shall mean any person, whether as an owner or an agent, manager, or representative of an owner, or otherwise, that allows, causes, creates, maintains, suffers, or permits a violation of the Code to exist or continue, by any act or the omission of any act or duty.

M. "Violation" shall mean an act or omission of any act, or use or condition that constitutes an offense of the Code, as well as a breach or violation of any condition of a permit, approval, entitlement or license issued pursuant to the Code. A "transient" violation is one that is brief or spontaneous in its commission, or that is not typically confined to a fixed location. A "Non-transient" violation is continuing in nature and generally present at one location.

Section 1.26.040 Scope.

This Chapter provides for imposition of an administrative fine pursuant to a Citation for any violation of the Code, as well as for a breach or violation of any condition of a permit, approval, entitlement or license issued pursuant to the Code. This remedy may be utilized in place of, or in addition to, any other remedy allowed by the Code or state law. The City Manager, or designees thereof, shall have sole discretion to utilize any remedy or remedies as authorized by law.

Section 1.26.050 Issuance of Administrative Citation; Contents Thereof.

A. Whenever an Officer determines that a violation has occurred, the Officer may issue a Citation on a City-approved form imposing an administrative fine or fines to the Responsible Person(s) in accordance with the provisions of this Chapter.

B. When the violation pertains to building, plumbing, electrical or other similar structural or zoning issues that creates an immediate danger to health or safety, a citation may be issued forthwith. In the absence of an immediate danger, a citation for a violation pertaining to building, plumbing, electrical, or other similar structural or zoning issues shall not be issued pursuant to this Chapter unless the Responsible Person has first been provided with a reasonable period, as determined by the Officer, in which to complete the abatement or compliance actions.

C. An Officer may issue a Citation for a violation not committed in the Officer's presence if the Officer has determined, through investigation, that the Citee did commit, or is otherwise responsible for, the violation.

D. Each day, or any portion thereof, that a prohibited condition, use or activity under the Code is committed, continued or permitted, shall constitute a separate violation for which an administrative fine may be imposed. A single Citation may charge multiple violations of the Code, however, each violation is subject to a separate and distinct administrative fine.

- E. Each Citation shall contain the following information:
1. Name and mailing address of the Responsible Person.
 2. The address or description of the location of the violation.
 3. The date and approximate time of the commission of the violation(s), or detection thereof by an Officer.
 4. The relevant provision(s) or section(s) of the Code alleged to have been violated;
 5. A description of the violation(s);

6. Amount of the fine for each violation, the amount of any re-inspection fee, as well as the procedure and place to pay the fine(s) and/or re-inspection fees, and any late penalty and/or interest charge(s), if not timely paid;

7. When appropriate, the action(s) required to correct the violation(s), and, if applicable, any deadlines or time limitations for commencing and completing such action(s);

8. A description of the administrative citation review process and the manner by which a hearing on a Citation may be obtained (including the form to be used, where it may be procured from, and the period in which a request must be made in order to be timely);

9. The name and signature of the Officer, and the signature of the Citee, if he or she is physically present and will sign the Citation at the time of its issuance. The refusal of a Citee to sign a citation shall not affect its validity or any related subsequent proceeding, nor shall signing a Citation constitute an admission that a person has committed a violation of the Code;

10. A statement that the failure to timely tender the fine(s) and other charges/ fees imposed pursuant to this Chapter may result in: (i) a civil action against Citee; (ii) the recordation of a lien or special assessment against the Citee's real property; and, (iii) the denial of any City approval, license, entitlement or permit to Citee until all delinquent monies are paid to the City; and,

11. Any other information deemed necessary by the City Manager.

Section 1.26.060 Service of Citation.

A. A Citation may be served either by personal delivery to the Citee or by first class mail through the United States Postal Service. The date of personal service shall constitute the issuance date of a Citation.

B. If served by first class mail, the Citation shall be sealed in an envelope with postage prepaid and addressed to the Citee at his or her last-known business or residence address as same appears in public records of the City, the Los Angeles County Tax Assessor's Office, and/or the Secretary of State. The date a Citation is deposited with the United States Postal Service shall: (i) constitute its issuance date, and (ii) the date that service by first class mail shall be deemed to have been completed.

C. If an agent, manager or representative of a Responsible Person is personally served with a citation, a copy thereof shall also be served by first class mail to the Responsible Person at his or her last-known business or residence address as same appears in public records of the City, the Los Angeles County Tax Assessor's

Office, and/or the Secretary of State. In such instances, the date a copy of the Citation is deposited with the U.S. Postal Service shall constitute the issuance date of a Citation.

D. If service cannot be accomplished personally or by mail for Citations involving a real property-related violation of the Code, the officer shall post the Citation on the real property where the violation is alleged to have occurred. The date of posting shall constitute the issuance date of a Citation.

E. Any notice or order given pursuant to any provision of this Chapter shall be served in the manner provided for in this section, unless otherwise stated.

F. Failure of a Citee to receive a Citation or notice shall not invalidate any fine, late penalty charge, action or proceeding that is imposed or brought pursuant to this Chapter, if service was given in a manner stated in this section.

Section 1.26.070 Imposition of Administrative Fines, Late Penalty and Interest Charges, as well as Re-Inspection Fees; Payment and Collection Thereof.

A. The amounts of the fines imposed pursuant to this Chapter shall be set forth in a schedule of fines established by resolution of the City Council. The City Council may, by resolution, also impose escalating fines in amounts it deems appropriate for repeat offenses of the same ordinance. The amounts of fines may be modified from time to time by a resolution of the City Council.

B. If a violation is otherwise classified as an infraction under the Code, the administrative fine shall not exceed \$100.00 for a first offense, \$200.00 for a second offense of the same Code provision within a twelve month period of time, and \$500.00 for a third or subsequent offense of the same Code provision within a twelve month period of time, as set forth in subdivision (b) of Section 25132 and subdivision (b) of Section 36900 of the California Government Code. The amounts of such fines may be modified from time to time by a resolution of the City Council provided they do not exceed the limits allowed by state law.

C. In addition to any fine imposed pursuant to this Chapter, a re-inspection fee shall be assessed against any Responsible Person in an amount established by resolution of the City Council if the Responsible Person does not timely and completely correct or abate a violation (with all requisite approvals, permits, entitlements, licenses, and/or inspections) after having received notification from the City to correct or abate same.

D. The due date for the City's receipt of an administrative fine and any applicable re-inspection fee shall be twenty (20) calendar days from the issuance date of a citation. Thereafter, a late penalty charge shall be due and owing for the unpaid fine, as well as interest, as imposed by this Chapter.

E. Failure to pay an administrative fine by the due date shall result in the assessment of a late penalty charge. The late penalty charge shall be equal to one hundred percent (100%) of the total fine owed (excluding any re-inspection fee).

F. Failure to pay an administrative fine within sixty (60) days after the issuance of an uncontested administrative citation or, if contested, within sixty (60) days after an order to pay pursuant to a decision by a hearing officer or judicial officer confirming the fine, shall also result in the imposition of an interest charge at a rate established by resolution of the City Council. Interest shall not accrue on a late penalty charge or re-inspection fee. The rate of interest may be modified from time to time by resolution of the City Council.

G. Administrative fines, re-inspection fees, late penalty charges, and any interest due shall be paid to the City at such location or address as stated in the citation, or as may otherwise be designated by the City Manager.

H. Payment of an administrative fine shall not excuse or discharge a Citee from the duty to immediately abate a violation of the Code, nor from any other responsibility or legal consequences for a continuation or repeated occurrence(s) of a violation of the Code.

I. Abatement of a violation shall not excuse the obligation of a Citee to pay an administrative fine or any other charges, fees, or costs imposed as a result of the issuance of a citation.

J. Unpaid administrative fines and other charges, fees, or costs imposed in accordance with this Chapter shall constitute a debt that may be collected in any manner allowed by law, including, but not limited to: (i) the filing of a civil action in the Los Angeles Superior Court; and/or, (ii) the recordation of a lien with the Los Angeles County Recorder's Office against Citee-owned property that was the subject of the Citation in the manner set forth in Section 1.28.040 of the Code; and/or, (iii) by means of a special assessment against Citee-owned property that was the subject of the Citation in the manner set forth in Section 1.28.050 of the Code; and/or, (iv) by means of collecting the debt using the California Franchise Tax Board "Inter-Agency Offset Program" (pursuant to Section 12419.10 of the California Government Code); and/or, (v) by denying the issuance or renewal in the manner set forth in Section 1.26.080 of this Chapter, of any City approval, entitlement, license or permit to any Citee who has failed to tender all unpaid administrative fines, late penalty charges, interest charges, or re-inspection fees. The City shall be entitled to recover its attorney fees and costs arising from an action to collect an administrative fine and other charges, fees, or costs imposed in accordance with this Chapter, if it is the prevailing party and provided it made the election to seek attorney fees at the commencement of the action. A Citee shall be entitled to recover his or her attorney fees if the City made the election to seek attorney fees at the outset of the action and the Citee prevails thereon. The City Manager, or a designee thereof, may promulgate policies and procedures for the City's election to use one or more of the foregoing collection remedies.

Section 1.26.080 Right to an Administrative hearing; Waiver of Advance Deposit of Fine.

A. Any Citee may contest the violation(s), or that he or she is a Responsible Person, by filing a request for an administrative hearing on a City-approved form with the Office of the City Clerk – Covina City Hall, 125 E. College Street, Covina, CA 91723 and paying an appeal fee in an amount set by Council resolution within ten (10) calendar days after the issuance date of a citation. If the Office of the City Clerk does not receive the request and/or payment of the appeal fee in the required period, the Citee shall have waived the right to a hearing and the citation shall be deemed final.

B. A request for a hearing shall contain the following:

1. The citation number.
2. The name, address, telephone and any facsimile numbers, of each person contesting the citation.
3. A statement of the reason(s) why a citation is being contested.
4. The date and signature of the Citee(s).

C. [Reserved]

D. Requests for a hearing shall be accompanied by an advance deposit of the entire amount of the fine stated in the Citation. Failure to deposit a fine within the required period, or the tender of a non-negotiable check in the required period, shall render a request for an administrative hearing incomplete and untimely, in which case the Citee shall have waived the right to a hearing and the Citation shall be deemed final. Fines that are deposited with the City shall not accrue interest. Fines deposited shall be returned to the person tendering the fines in the event a Citation is overturned.

E. A Citee who is financially unable to deposit the administrative fine with his or her request for a hearing may complete a City-approved application form for an advance deposit hardship waiver (hereinafter, "Hardship Waiver"). This form and all required accompanying records shall be tendered, along with a request for a hearing, to the Office of the City Clerk – Covina City Hall, 125 E. College Street, Covina, CA 91723 within ten (10) calendar days from the issuance date of a Citation.

F. To be considered for a Hardship Waiver, the application form must be complete, signed, and must be accompanied by documents that enable the City to reasonably determine the Citee's present inability to deposit the fine. Documents suitable for consideration, may include, without limitation, accurate, complete and legible copies of state and federal income tax returns and all schedules for the preceding tax year; financial statements, loan applications, bank account records, income and expense records for twelve months preceding submittal of the waiver form,

as well as other documentation demonstrating the Citee's financial hardship. The City may, at its sole discretion, request additional documents in order to determine a Citee's financial ability to tender an advance deposit of the fine. Failure to submit sufficient evidence of a Citee's financial inability to tender an advance deposit of the fine shall result in a denial of the Hardship Waiver. The City may, at a time chosen in its sole discretion and after a Citation is final or confirmed, destroy or discard the documents submitted by a Citee for a Hardship Waiver without prior notice to the Citee.

G. Failure to submit a completed, signed Hardship Waiver form, along with sufficient records that support a claim of financial hardship, shall render the request for hearing incomplete and untimely. In this event, the Citee shall have waived the right to a hearing and the Citation shall be deemed final.

H. The City shall issue a written decision regarding the application for a Hardship Waiver. If the Hardship Waiver is denied, the written decision shall specify the reasons for not issuing the Hardship Waiver. This decision is final and non-appealable. The decision shall be served upon the person requesting the Hardship Waiver by first class mail.

1. Approval of a Hardship Waiver shall result in the City setting a hearing pursuant to Section 1.26.090 A. of this Chapter.

2. If the City determines that the Citee is not entitled to a Hardship Waiver, he or she shall tender the full amount of the administrative fine to the Office of the City Clerk within ten (10) calendar days of the date the decision is deposited with the U.S. Postal Service. In the event the City Clerk does not receive the full amount of the fine in the required period (i) the request for a hearing is rendered incomplete and untimely, (ii) the Citee shall have waived the right to a hearing and the Citation shall be deemed final, and (iii) a late penalty charge shall be imposed upon the administrative fine.

I. A timely request for a hearing shall not excuse a Citee from the duty to immediately abate a violation of the Code, nor from any other responsibility or legal consequences for a continuation or repeated occurrence(s) of a violation of the Code.

Section 1.26.090 Administrative Hearing – Procedures.

A. An administrative appeal hearing shall be scheduled and conducted within sixty (60) calendar days after the date a timely and complete request is received by the Office of the City Clerk. A Citee who files a request for an administrative hearing to contest a citation (hereafter “Appellant”) shall be notified in writing by first class mail of the date, time, and location of the hearing at least ten (10) calendar days prior to the date of the hearing. The failure of an Appellant to receive a properly addressed notice shall not invalidate the Citation or any hearing or City action or proceeding conducted pursuant to this Chapter.

B. At the place and time set forth in the notification of administrative hearing, the hearing officer shall hear and consider the testimony of the issuing officer, the Appellant(s), and/or their witnesses, as well as any documentary evidence presented by these persons concerning the violation(s) alleged in the Citation.

C. Administrative hearings are informal, and formal rules of evidence and discovery do not apply. The City bears the burden of proof to establish a violation and responsibility therefore by a preponderance of evidence. The issuance of an administrative citation shall constitute prima-facie evidence of the violation. The appellant(s), and Officer, if present, shall have an opportunity to present evidence and witnesses and to cross-examine witnesses. An Appellant and the Officer issuing the Citation may represent himself/herself/themselves or be represented by anyone of his/her/their choice. An Appellant may bring an interpreter to the hearing at the appellant’s sole expense. The City may, at its discretion, record the hearing by stenographer or court reporter, audio recording, or video recording. The hearing officer may question any person who presents evidence or who testifies at any hearing.

D. An Appellant may appear at the hearing in person or by written declaration executed under penalty of perjury. Said declaration and any documents in support thereof shall be tendered to and received by the Office of the City Clerk at least three (3) City business days prior to the hearing. If an appellant elects to appear at the hearing by written declaration, the Enforcement Officer who issued the Citation shall not be required to attend or participate at the hearing. If the appellant fails to attend the scheduled hearing, or to otherwise submit a written declaration in a timely manner, the hearing officer shall cancel the hearing and send a notice thereof to the appellant(s) by first class mail to the address (es) stated on the appeal form. A cancellation of a hearing due to non-appearance of the appellant shall constitute the appellant’s waiver of the right to appeal. In such instances, the Citation (and corresponding fine and other applicable fees) shall be deemed final.

E. Hearings may be continued once at the request of an Appellant or the Officer who issued the citation. The hearing officer may also continue the hearing for cause.

Section 1.26.100 Hearing Officer Decision; Right of Appeal Therefrom.

A. After considering all of the testimony and evidence submitted at the hearing, the hearing officer shall issue a written decision to uphold or overturn the Citation and shall state the reasons therefore. The City shall preserve all exhibits and evidence submitted at the hearing until all appeals have been exhausted. If the Citation is upheld and the violation has not been fully corrected as of the date of the hearing, the hearing officer shall order correction thereof in the decision and provide a deadline to complete said action(s). The decision of the hearing officer shall be final. If the Citation is upheld and the appellant did not deposit the fine at the time the appellant requested an administrative appeal hearing, the hearing officer shall also order the payment of the fine (and other applicable fees and costs) within twenty (20) calendar days of the decision.

B. The appellant(s) shall be served by first class mail with a copy of the hearing officer's written decision. The date the decision is deposited with the U.S. Postal Service shall constitute the date of its service. The failure of an appellant to receive a properly addressed decision shall not invalidate or any hearing, City action or proceeding conducted pursuant to this Chapter.

C. Decisions of the hearing officer are, in accordance with Government Code Section 53069.4(b), appealable to the superior court within twenty (20) days after the date of their service. Each decision shall contain a statement advising the appellant(s) of this appeal right and the procedures and court-filing fee for its exercise. An appellant shall serve a copy of the court filed Notice of Appeal on the Office of the City Clerk – Covina City Hall, 125 E. College Street, Covina, CA 91723 by personal service or first class mail within five (5) calendar days after filing the original thereof.

D. If a hearing officer's decision is not appealed in a timely manner, the decision shall be deemed confirmed.

E. The superior court is the sole reviewing authority and an appeal from a hearing officer's decision is not appealable to the City Council. If a Responsible Person prevails on appeal, the City shall reimburse his or her filing fee, as well as the fine deposit in accordance with the court judgment. These monies shall be mailed to the Responsible Person within forty-five (45) calendar days after the City's receipt of a notice of judgment or ruling from the superior court clerk.

Section 1.26.110 Denial of City Approvals, Entitlements, Licenses and Permits for Delinquent Administrative Citation Fines, Late Penalty and Interest Charges, as well as for Unpaid Re-Inspection Fees.

A. Cause to Deny Approvals, Entitlements, Licenses and Permits. The City may deny any City approval, entitlement, license, permit, or renewal thereof, due to the Citee's non-payment of all fines, late penalties and interest charges, as well as re-

inspection fees (hereafter, collectively, the "Debt") that are due in connection with an uncontested Citation, or with a final or confirmed Citation.

1. The City's election not to exercise this remedy and to alternatively issue an approval, entitlement, license, permit, or renewal thereof, does not constitute a satisfaction, discharge, or waiver of the Debt. The issuance of any approval, entitlement, license or permit does not bar the City from denying the issuance of a different City approval, entitlement, license, permit, or renewal thereof, nor the election to use any other remedy to collect the Debt.

B. Notice Denying an Approval Due to an Unpaid Debt. The Department charged with receiving an application for a City approval, license, permit or entitlement, or renewal thereof, may, within five business days after receiving an application, issue a written Notice of Denial to the Citee and to the applicant therefor (hereafter in this section, collectively, the "Citee"), stating that the application is denied for failure to pay the Debt (a summary accounting for which shall be included therein). The notice shall also contain information concerning the right to appeal the denial and the time period and manner in which to do so.

C. Service of Notice. The notice issued under this section shall be served by first class mail to the Citee. The date of its placement in a United States Postal Container shall be the date of service. Failure of the Citee to receive a properly addressed notice shall not invalidate any action under this section.

D. Appeal. Notwithstanding any other provisions of the Code, a Citee seeking to appeal a denial pursuant to this section (hereafter the "Appellant") may not challenge or contest the underlying basis for the issuance of the citation or citations that gave rise to the Debt. For any other reasons to appeal a denial pursuant to this Section, Appellant shall file a written notice of appeal with the Office of the City Clerk – Covina City Hall, 125 E. College Street, Covina, CA 91723 within ten (10) calendar days of the date of service of the Notice that contains the following information:

1. The full name, address and telephone number for each person filing the appeal.
2. The grounds for the appeal, including, if applicable, a completed or pending bankruptcy action whereby the Debt has been discharged, or is subject to discharge.
3. A copy of the Notice of Denial that was issued pursuant to this section.

Payment of a fee is not required for an appeal under this section. If the Office of the City Clerk does not receive a Notice of Appeal in the required period, the Appellant shall be deemed to have waived the right to appeal the denial. The appeal procedure in this section shall supersede all other appeal procedures in the Code.

The procedure outlined in this section shall be the only method of challenging a denial of a City approval, license, permit or entitlement, or renewal thereof, that was based solely on the City's contention that the Citee has an outstanding Debt.

E. Notice of Appeal Hearing. Upon receipt of a timely Notice of Appeal, the Office of the City Clerk shall issue a Notice of Hearing before the hearing officer, via first class mail to the appellant at the address shown in the application. An appeal hearing shall be set within sixty (60) calendar days of receipt of the Notice of Appeal.

1. The date the Notice of Hearing is deposited in a United States Postal Container shall constitute the date of service.

2. The notice shall include the date, time, and location of the hearing, which must be no sooner than ten (10) calendar days after the date of service of the Notice of Hearing.

3. The failure of an appellant to receive a properly addressed Notice of Hearing shall not invalidate any action under this section.

F. Administrative Appeal Hearing – Procedure.

1. At the place and time set forth in the Notice of Hearing, the hearing officer shall hear and consider the testimony of the appellant(s) and/or their witnesses, and of the representative, if present, of the Department that issued the denial of the application, as well as any documentary evidence presented by these persons concerning the denial of the application.

2. This administrative hearing is informal, and formal rules of evidence and discovery do not apply. The appellant bears the burden of proving he/she/it is not the Citee that owes the Debt, or that the entire Debt has been paid to the City, or that the Debt has been discharged in a bankruptcy action, or is subject to discharge in a pending bankruptcy action. The appellant(s), and Department representative, if present, shall have an opportunity to present evidence and witnesses and to cross-examine witnesses. An appellant may bring an interpreter to the hearing at the appellant's sole expense. The hearing officer may question any person who presents evidence or who testifies at any hearing.

3. Failure of the appellant, or a representative thereof, to attend the hearing, shall result in the hearing officer canceling the hearing and sending a notice thereof to the Appellant by first class mail to the address stated in the appeal form. A cancellation of a hearing due to non-appearance of the appellant shall constitute the appellant's waiver of the right to appeal. In such instances, the denial of the application shall be deemed final, without right of appeal to the City Council.

4. Hearings may be continued once at the request of the Appellant or the Department who issued the denial of application. The hearing officer may also continue the hearing for cause.

G. Decision of Hearing Officer; Notice Thereof.

1. The hearing officer shall consider the evidence and testimony in reaching a decision, but shall not consider testimony or evidence that constitutes a challenge to the underlying basis for the issuance of a Citation or Citations that gave rise to the Debt in rendering a decision.

2. The hearing officer shall affirm the denial of application if he or she determines the appellant is the Citee with regard to the unpaid Citation(s), and the entire Debt has not been paid to the City.

3. The hearing officer shall overrule the denial of application if he or she determines: (i) the appellant is not the Citee with regard to the unpaid Citation(s); or, (ii) the entire Debt has been paid to the City; or, (iii) the Debt has been discharged, or is subject to discharge in a pending bankruptcy action, as established with satisfactory evidence of the Appellant at the appeal hearing.

4. The Appellant shall be served by first class mail with a copy of the hearing officer's written decision.

5. The decision shall be deemed final, without right of appeal to the City Council.

A decision by a hearing officer to grant an appeal (i.e., to overturn the denial of a City approval, entitlement, license, permit, or renewal thereof) on any basis other than the Debt having been paid or otherwise discharged by a bankruptcy does not constitute a satisfaction, discharge, or waiver of the Debt, nor does such a decision bar the City from denying the issuance of a different City approval, entitlement, license, permit, or renewal thereof, nor the election to use any other remedy to collect the Debt.

H. Effect on Existing Approvals, Entitlements, Licenses and Permits Pending Appeal. When the holder of a City approval, entitlement, license, or permit is notified in accordance with Section 1.26.110 B. that such approval, entitlement, license or permit will not be renewed unless a Debt is paid, the approval, entitlement, license or permit shall remain in effect during the pendency of the appeal process described in Section Sections 1.26.110 F. and G. When an approval, entitlement, license or permit is found to be eligible for renewal, through the appeal process, it shall remain in effect until the renewal is issued. When an approval, entitlement, license or permit is found to be ineligible for renewal, through the appeal process, it shall expire at such time as the holder has exhausted or failed to exhaust the appeal procedures described in this Section.

Section 1.26.120 Penalties.

Failure of a Citee to comply with a corrective action within the time stated in any uncontested citation, or with regard to a correction order in any hearing officer decision that is deemed confirmed and not appealed to the superior court, or with regard to a correction order appealed to and upheld by the superior court, shall constitute a misdemeanor. A Citee's willful non-payment of administrative fines, late penalty charges, interest charges or re-inspection fees shall constitute a misdemeanor."

SECTION 3: If any section, subsection, paragraph, sentence, clause or phrase of this ordinance is declared by a court of competent jurisdiction to be unconstitutional or otherwise invalid, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council declares that it would have adopted this ordinance, and each section, subsection, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more sections, subsections, phrases, or portions be declared invalid or unconstitutional.

SECTION 4: The City Clerk, or her duly appointed deputy, shall attest 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.

SECTION 5: This ordinance shall take effect thirty (30) days after its adoption.

SECTION 6: 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.

SIGNED AND APPROVED this _____ day of _____, 2013.

KEVIN STAPLETON, MAYOR

ATTEST:

City Clerk

CITY OF COVINA
AGENDA ITEM COMMENTARY

MEETING DATE: February 5, 2013

ITEM NO.: CB 2

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

ITEM TITLE: Consider Ordinance No. 12-2016 Adopting Revised and New Regulations for Chapter 1.28 (“Enforcement”) of Title 1 (“General Provisions”) of the Covina Municipal Code

STAFF RECOMMENDATION

That City Council hold second reading and approve adoption of **Ordinance No. 12-2016**, adopting revised and new regulations for Chapter 1.28 (“Enforcement”) of Title 1 (“General Provisions”) of the Covina Municipal Code.

FISCAL IMPACT

All code enforcement citation fine revenues are directed to the Community Improvement Fund (2188-4200) because property compliance, not revenue generation, is the purpose of code enforcement operations. Citation fine revenues may only be used to fund code enforcement operations that result in improvements to the community, such as the cost of property abatements and community cleanups, as well as the costs of achieving code enforcement compliance that cannot be recovered by the City. Therefore, the revision of Chapter 1.26 is intended to have no effect on the City’s General Fund.

BACKGROUND

As noted in the October 2, 2012 special meeting of the Covina City Council related to field operations for Code Enforcement and Police, there has been a substantial increase (+352% from 2006 to 2011) in property inspections related to code enforcement cases. This caseload increase, which accompanied the 2008 economic downturn and the foreclosure crises, led to a streamlining of operations to focus on the most egregious violations while attempting to simplify the processing of minor infractions. Protecting the health, welfare and safety of the general public under the current provisions of the Municipal Code was shown to be problematic when dealing with absentee land owners and foreclosed properties with existing staff resources under increased caseloads, so the City Prosecutor was enlisted to review Chapters 1.26, 1.28, 8.40 and 17.59. The proposed ordinance has been developed to address the concerns of staff, clarify enforcement, and improve processes for properties that are in violation.

As drafted, the proposed revision of Chapter 1.28 would address the following issues:

- This ordinance proposes to maintain much of what is currently in the Municipal Code for Chapter 1.28 with minimal changes to improve clarity and efficiency, as well as to provide staff procedures and guidance to properly complete liens and special assessments;
- Section 1.28.030 has been revised to reflect the most recent rendition of an attorney fee clause that is consistent with judicial decisions;
- Sections 1.28.040 and 1.28.050 are new, and are to be teamed with in-house staff training to ensure that lien and assessment procedures are legal and appropriate. State statutes vary in the required period before imposing a lien or assessment, therefore the longest period (45 days) is proposed for all liens and special assessments. This way, the need for City staff to determine the appropriate time period for each separate instance where the City wishes to record a lien or special assessment is eliminated;
- Sections 1.28.040 and 1.28.050 will control how the City records a lien or special assessment for unpaid administrative fines, late penalty charges and interest, as well as for unpaid re-inspection fees (see Chapter 1.26, Section 1.26.070(J));
- Note that “nuisance abatement liens” and “nuisance abatement special assessments” will have their own (very similar) procedures in the new Public Nuisance Ordinance (Chapter 8.40) and will also be teamed with in-house staff training, and
- Liens and assessments may also be used to collect unpaid code enforcement fees pursuant to Section 1.28.020 (F).

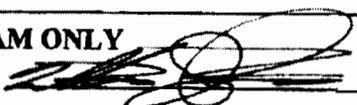
An overview of the changes to Chapters 1.26, 1.28 and 8.40 were previously presented to the City Council at a public workshop on October 2, 2012 by the Police and Public Works Departments, as a potential tool for City Officials, especially for Code Enforcement field operations, to maintain community safety standards. Since that time, the City Attorney’s Office and the City Prosecutor have reviewed the changes to all three Chapters and added certain provisions to ensure the ordinance’s compliance with recent case law.

RELEVANCE TO THE STRATEGIC PLAN

On October 25, 2012 the City held a Strategic Planning session which directed staff to return to Council with revisions to the Municipal Code in order to enhance Code Enforcement efforts, under the goal of improving safety and quality of life in Covina.

EXHIBITS

A. Ordinance No. 12-2016

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

ORDINANCE NO. 12-2016

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINA ADOPTING REVISED AND NEW REGULATIONS FOR CHAPTER 1.28 ("ENFORCEMENT") OF TITLE 1 ("GENERAL PROVISIONS") OF THE COVINA MUNICIPAL CODE

WHEREAS, the City Council of Covina desires to revise existing regulations in this chapter in order to remain consistent with applicable state statutes and judicial decisions, and to add new regulations pertaining to uniform lien procedures and uniform assessment procedures.

WHEREAS, California Health and Safety Code Section 17951(a) authorizes the City to prescribe fees to defray its costs of enforcement of State Housing Law regulations that relate to apartment houses, hotels, motels, and dwellings, and buildings and structures accessory thereto, as well as with regard to the premises they are located on.

WHEREAS, California Government Code Section 54988(a)(1) authorizes the City to collect fees, costs or charges for all types of structures and premises with regard to: (i) correction of violations of the Code that would also be violations of California Civil Code section 1941.1 (with regard to untenable dwellings); (ii) enforcement of zoning ordinances adopted pursuant to Chapter 4 (commencing with Section 65800) of Division 1 of Title 7 of the Government Code or any other constitutional or statutory authority (iii) inspections and abatement of violations of Article 1 (commencing with Section 13100) of Chapter 1 of Part 2 of Division 12 of the Health and Safety Code and regulations or ordinances adopted pursuant to that article; (iv) inspections and abatement of violations of the State Housing Law and regulations or ordinances adopted pursuant to that part; (v) inspections and abatement of violations of the California Building Standards Code (Title 24 of the California Code of Regulations); and (vi) inspections and abatement related to local ordinances and regulations that implement any of the foregoing.

WHEREAS, several State statutes, including, but not limited to California Government Code Sections 38773.1, 38773.2, 38773.5, 38773.6, and 54988, either explicitly or impliedly authorize local jurisdictions to enact procedures by ordinance to collect fees, costs, and penalties either by means of a lien or a special assessment.

WHEREAS, the City Council of Covina desires to establish procedures to collect fees, costs or charges that are authorized by state statutes or as otherwise allowed pursuant to the City's police powers.

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

SECTION 1: Section 1.28.020 (“Recovery of code enforcement fees on residential properties”) of Chapter 1.28 (“Enforcement”) of Title 1 (“General Provisions”) of the Covina Municipal Code is hereby amended to read as follows:

"1.28.020 Recovery of code enforcement fees on residential properties.

The City Council finds and declares as follows:

A. Pursuant to California Government Code Section 54988 and California Health and Safety Code Section 17951 (and any successor statutes thereto), the Covina Building Code, and any other applicable local, State, or Federal law, as well as by the City’s police powers as authorized by the California Constitution, responsible persons, who cause, allow, permit, suffer, or maintain a violation in, or upon, residential properties any real property located within the City, shall be charged fees (hereafter “code enforcement fees”) by the City to defray its costs of code enforcement actions. Such fees shall not exceed the amount reasonably required to achieve this objective and are chargeable whether the city’s code enforcement actions occur in the absence of formal administrative or judicial proceedings, as well as prior to, during, or subsequent to, the initiation of such proceedings.

1. As used herein, “responsible person” means and includes any person that causes, creates, allows, permits, suffers, or maintains a public nuisance to exist or continue within the City, by any act or the omission of any act or duty, including, but not limited to, any person having legal title to, or who leases, rents, occupies or has charge, control or possession of, any real property in the city, including all persons shown as owners on the last equalized assessment roll of the Los Angeles County assessor’s office. A responsible person shall also include, but shall not be limited to, employees, principals, joint venturers, officers, agents, and/or other persons acting in concert with, or at the direction of, and/or with the knowledge and/or consent of the owner and/or occupant of the lot, building or structure on, or in which, a public nuisance or violation exists or existed, as well as any persons with powers of attorney, executors of estates, trustees, or who are court-appointed administrators, conservators, guardians or receivers. “Responsible person” with regard to personal property shall be any person who has legal title, charge, control, or possession of such property. The actions or inactions of a responsible person’s agent, employee, representative or contractor may be attributed to that responsible person.

2. ~~As used herein, “residential properties” mean and include all structures and premises that are regulated by the California State Housing Law (California Health and Safety Code, Division 13, Part 1.5, Section 17910 et seq.) and any future amendments thereto, as well as all dwellings, residences and premises upon which they are located that are regulated by CMC Title 17, Zoning, and other provisions of the Covina Municipal Code. “Public nuisance” or “nuisance” means anything which is, or likely to become, injurious or detrimental to health, safety or welfare, or is offensive to the senses, or an obstruction to the free use of property, so as to interfere with the comfortable enjoyment of life or property, or that unlawfully obstructs the free passage or use, in the customary manner, of any sidewalk, public park, square, street or~~

highway. Any condition, use, or activity that violates or is otherwise contrary to any provision of this Code or any approval, license, permit, or other entitlement issued pursuant to or in accordance with this Code, or that violates or is contrary to any applicable County, State, or Federal law or regulation shall also constitute a public nuisance.

3. As used herein, "violation" means and includes any prohibited activity, condition, or use on land or in connection with a building or a structure that is caused, allowed to exist, or maintained (whether due to an affirmative act, inaction, or omission) by a responsible person in disregard of, or nonconformity with, any other provision, regulation, prohibition, or requirement of the Covina Municipal Code, or any applicable county, state, or federal laws or regulations. Any such violation shall also constitute an unlawful public nuisance for each and every day or part thereof, during which it is allowed, committed, continued, maintained or permitted by a responsible person.

4. As used herein, "code enforcement fees" shall mean fees imposed by the city to defray its costs of code enforcement actions, pursuant to California Government Code Section 54988 and California Health and Safety Code Section 17951 (and any successor statutes thereto), the Covina Building Code, and any other applicable local, State, or Federal law, as well as by the City's police powers as authorized by the California Constitution, including, but not limited to, the time and other resources of public officials and city consultants expended by them in identifying, inspecting, investigating, seeking or causing the abatement of a violation at a real residential property. Examples of code enforcement actions include, but are not limited to, site inspections, drafting reports, taking photographs, procuring other evidence, engaging in meetings with other officials of the city or other agencies, engaging in conferences and communications with responsible persons, their agents or representatives, concerning a violation, as well as with attorneys for the city at any time, and appearances before judicial officers or reviewing authorities during the commencement or pendency of a judicial or administrative hearing. The time and resources that public officials and city consultants further expend to confirm that a residential real property remains free of a violation while a responsible person is on probation to a court or when a matter concerning a property remains pending before a reviewing authority in an administrative action, shall also constitute code enforcement actions.

B. The amount(s) or rate(s) of code enforcement fees for city personnel time and other resources that are used for code enforcement actions shall be established, and may thereafter be amended, by resolution of the city council.

C. The city manager, or a designee thereof, is authorized to adopt regulations for the uniform imposition of code enforcement fees, and for related administrative actions pertaining to such fees.

D. The fees imposed pursuant to this section shall be in addition to any other fines, fees, interest or charges that responsible persons may owe in accordance with

any other provision of the Covina Municipal Code, or which are imposed pursuant to county, state or federal laws or regulations.

E. Code enforcement fees shall be recoverable in conjunction with any civil, administrative or criminal action to abate, cause the abatement or cessation of, or otherwise remove a violation as defined in this section.

1. In every instance where an owner or other responsible person is required to obtain a permit, approval, license or entitlement under any provision of the Covina Municipal Code in connection with the abatement of a violation, the city may condition the issuance of said permit, approval, license or entitlement on the prior payment of all code enforcement fees.

F. Unpaid code enforcement fees shall constitute a debt that is collectible in any manner allowed by law, including, but not limited to: (i) the filing of a civil action in the Los Angeles Superior Court; and/or, (ii) the recordation of a lien with the Los Angeles County Recorder's Office provided the responsible person has a legal interest in the property on which the violation was located; and/or, (iii) by means of a special assessment provided the responsible person has a legal interest in the property on which the violation was located; and/or, (iv) by means of collecting the debt using the California Franchise Tax Board "Inter-Agency Offset Program" (pursuant to Section 12419.10 of the California Government Code); and/or, (v) by denying the issuance or renewal, pursuant to Section 1.26.110 of the Code, of any City approval license, entitlement, permit to any responsible person who has failed to pay code enforcement fees that are imposed pursuant to this section. The remedies may be concurrently used to collect unpaid code enforcement fees."

SECTION 2: Section 1.28.030 ("Recovery of attorney's fees") of Chapter 1.28 ("Enforcement") of Title 1 ("General Provisions") of the Covina Municipal Code is hereby amended to read as follows:

"1.28.030 Recovery of attorney's fees.

A. A prevailing party in any ~~administrative, civil or equitable~~ judicial action, administrative proceeding, or special proceeding to abate, or cause the abatement of a violation of this code or any public nuisance, or in any appeal or other judicial action arising therefrom, ~~may~~ shall be entitled to recover reasonable attorney's fees. Attorney's fees are not recoverable by any person as a prevailing party unless the city manager, or a designee thereof, or an attorney for, and on behalf of, the city, elects in writing to seek recovery of the city's attorney's fees at the initiation of that individual action or proceeding. Failure to make such an election precludes any entitlement to, or award of, attorney's fees in favor of any person or the city.

~~2. The city is the prevailing party when an administrative or judicial determination is made or affirmed by which a person is found to be responsible for one or more activities, conditions or uses that constitute a violation or a public nuisance. A~~

~~person is the prevailing party only when a final administrative or judicial determination completely absolves that person of responsibility for all activities, conditions or uses that were alleged, in that action or proceeding, to constitute a violation or a public nuisance. An administrative or judicial determination that results in mixed findings of both responsibility and nonresponsibility on the part of a person for activities, conditions or uses that were alleged in that action or proceeding to constitute a violation or public nuisance, shall nevertheless result in the city being the prevailing party.~~

B. Provided that the city has made an election to seek attorney's fees, an award of attorney's fees to a person shall not exceed the amount of reasonable attorney's fees incurred by the city in that action or proceeding.

C. Unpaid attorney's fees shall constitute a debt that is collectible in any manner allowed by law."

SECTION 3: A new Section 1.28.040 ("Uniform lien procedures") of Chapter 1.28 ("Enforcement") of Title 1 ("General Provisions") of the Covina Municipal Code is hereby added to read as follows:

"1.28.040 Uniform lien procedures.

A. Unless a different procedure is authorized elsewhere in this Code, where the Code authorizes the City to record a lien for any unpaid fee, cost, charge, or other monies, the following procedures shall apply:

1. A lien may be recorded upon real property that is the subject of enforcement activity if the fine, fee, cost, charge, or other monies resulting from said enforcement activity is not paid within forty-five (45) calendar days of written notice thereof.

a) Said notice must have advised the owner(s) of the subject property in plain language of the City's intent to record a lien if the fine, fee, cost, charge, or other monies was not paid within forty-five (45) calendar days, the amount of the proposed lien, a description of the basis for the amount(s) comprising the lien, and an opportunity to appear before the City Council (or designee thereof) and to be heard regarding the amount of the proposed lien.

b) Where the City Council designates another hearing body should the property owner(s) exercise his/her/their right to be heard, the hearing body shall make a written recommendation to the City Council that shall include factual findings based on evidence introduced at the hearing. The City Council may adopt the recommendation without further notice of hearing, or may set the matter for a de novo hearing before the City Council. Notice in writing of the de novo hearing shall be provided to the property owner(s) at least ten (10) calendar days in advance of the scheduled hearing.

2. The lien shall be recorded in the Los Angeles County Recorder's Office and from the date of recording shall have the force, effect, and priority of a judgment lien.

3. A lien authorized by this section shall specify the amount of the lien for the City, the name of the City department or division on whose behalf the lien is imposed, the date upon which the lien was created, the street address, legal description and assessor's parcel number of the parcel on which the lien is imposed, and the name and address of the recorded owner of the parcel.

4. In the event that the lien is discharged, released, or satisfied, either through payment or foreclosure, notice of the discharge containing the information specified in Subsection (3) shall be recorded by the City. A lien and the release of the lien shall be indexed in the grantor-grantee index.

5. A lien may be foreclosed by an action brought by the City for a money judgment.

6. The City may recover from the property owner any costs incurred regarding the processing and recording of the lien, providing notice to the property owner as part of its foreclosure action to enforce the lien, and of pursuing a foreclosure action to enforce the lien."

SECTION 4: A new Section 1.28.050 ("Uniform special assessment procedures") of Chapter 1.28 ("Enforcement") of Title 1 ("General Provisions") of the Covina Municipal Code is hereby added to read as follows:

"1.28.050 Uniform special assessment procedures.

A. Unless a different procedure is authorized elsewhere in this Code, where the Code authorizes the City to impose a special assessment for any unpaid fee, cost, charge, or other monies, the following procedures shall apply:

1. A special assessment may be imposed upon real property that is the subject of enforcement activity if the fine, fee, cost, charge, or other monies resulting from said enforcement activity is not paid within forty-five (45) calendar days of written notice thereof.

a) Said notice must have advised the owner(s) of the subject property in plain language of the City's intent to impose a special assessment if the fine, fee, cost, charge, or other monies was not paid within forty-five (45) calendar days, the amount of the proposed assessment, a description of the basis for the amount(s) comprising the assessment, and an opportunity to appear before the City Council (or designee thereof) and to be heard regarding the amount of the proposed assessment.

b) Where the City Council designates another hearing body should the property owner(s) exercise his/her/their right to be heard, the hearing body shall make a written recommendation to the City Council that shall include factual findings based on evidence introduced at the hearing. The City Council may adopt the recommendation without further notice of hearing, or may set the matter for a de novo hearing before the City Council. Notice in writing of the de novo hearing shall be provided to the property owner(s) at least ten (10) calendar days in advance of the scheduled hearing.

2. The special assessment may be collected at the same time and in the same manner as property taxes are collected. All laws applicable to the levy, collection, and enforcement of ad valorem taxes shall be applicable to the special assessment, except that if any real property to which the assessment would attach has been transferred or conveyed to a bona fide purchaser for value, or if a lien of a bonafide encumbrancer for value has been created and attaches thereon, prior to the date on which the first installment of taxes would become delinquent, then the assessment that would otherwise be imposed by this section shall not attach to the real property and instead shall be transferred to the unsecured roll for collection.

3. A Notice of Special Assessment shall be sent to the owner(s) of the subject real property by certified mail at the time the assessment is imposed which shall contain the following recitals:

The property may be sold after three years by the tax collector for unpaid delinquent assessments. The tax collector's power of sale shall not be affected by the failure of the property owner to receive notice. The assessment may be collected at the same time and in the same manner as ordinary municipal taxes are collected, and shall be subject to the same penalties and the same procedure and sale in case of delinquency as provided for ordinary municipal taxes. All laws applicable to the levy, collection and enforcement of municipal taxes shall be applicable to the special assessment.

4. The City Attorney or City Prosecutor shall establish the Notice of Special Assessment form for use, or consideration by, the tax collector for the City in collecting a special assessment.

5. The Notice of Special Assessment shall also be entitled to recordation with the Los Angeles County Recorder's Office.

6. It shall be the duty of the City Manager (or designee thereof) to add the amounts of the assessment, or assessments, to the next regular bills for taxes levied against the respective real property in accordance with the policies and procedures established by the Los Angeles County Department of Auditor-Controller.

7. The amount of a Special Assessment shall also constitute a personal obligation of the owners the subject property."

SECTION 5: The City Clerk, or her duly appointed deputy, shall attest 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.

SECTION 6: If any section, subsection, paragraph, sentence, clause or phrase of this ordinance is declared by a court of competent jurisdiction to be unconstitutional or otherwise invalid, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council declares that it would have adopted this ordinance, and each section, subsection, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more sections, subsections, phrases, or portions be declared invalid or unconstitutional.

SECTION 7: This ordinance shall take effect thirty (30) days after its adoption.

SECTION 8: 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.

SIGNED AND APPROVED this _____ day of _____, 2013.

KEVIN STAPLETON, MAYOR

ATTEST:

City Clerk

CITY OF COVINA

AGENDA ITEM COMMENTARY

MEETING DATE: February 5, 2013

ITEM NO.: CB 3

STAFF SOURCE: Kalieh Honish, Interim Director of Public Works *KH*
Chief Kim Raney, Covina Police Department
Captain David Povero, Covina Police Department
Alex Gonzalez, Assistant Director of Public Works

ITEM TITLE: Consider Ordinance No. 12-2017 Modifying and Enhancing Regulations Relating to Public Nuisances by Repealing Chapter 8.40 (“Abatement of Real Property Nuisances”) and Adopting a New Chapter 8.40 (“Public Nuisances”) in Title 8 (“Health and Safety”) of the Covina Municipal Code

STAFF RECOMMENDATION

That City Council hold second reading of and approve adoption of **Ordinance No. 12-2017**, modifying and enhancing regulations relating to public nuisances by repealing Chapter 8.40 (“Abatement of Real Property Nuisances”) and adopting a new Chapter 8.40 (“Public Nuisances”) in Title 8 (“Health and Safety”) of the Covina Municipal Code.

FISCAL IMPACT

All code enforcement citation fine revenues are directed to the Community Improvement Fund (2188-4200) because property compliance, not revenue generation, is the purpose of code enforcement operations. Citation fine revenues may only be used to fund code enforcement operations that result in improvements to the community, such as the cost of property abatements and community cleanups, as well as the costs of achieving code enforcement compliance that cannot be recovered by the City. Therefore, the revision of Chapter 1.26 is intended to have no effect on the City’s General Fund.

BACKGROUND

As noted in the October 2, 2012 special meeting of the Covina City Council related to field operations for Code Enforcement and Police, there has been a substantial increase (+352% from 2006 to 2011) in property inspections related to code enforcement cases. This caseload increase, which accompanied the 2008 economic downturn and the foreclosure crises, led to a streamlining of operations to focus on the most egregious violations while attempting to simplify the processing of minor infractions. Protecting the health, welfare and safety of the general public under the current provisions of the Municipal Code was shown to be problematic when dealing with absentee land owners and foreclosed properties with existing staff resources under increased caseloads, so the City Prosecutor was enlisted to review Chapters 1.26, 1.28, 8.40 and 17.59. The proposed ordinance has been developed to address the concerns of staff, clarify enforcement, and improve processes for properties that are in violation.

As drafted, the proposed revision of Chapter 8.40 would address the following issues:

- This ordinance proposes to consolidate all nuisance regulations in Chapter 8.40, with the proposed repeal of Chapter 17.59. Because it would amend the Zoning Code, the repeal of Chapter 17.59 was presented to and recommended for approval by the Planning Commission on January 22, 2013;
- The new Chapter 8.40 is very comprehensive and incorporates current best practices. It is intended to promote the effective use of the administrative citation remedy, abatement of nuisances by City personnel using administrative remedies, the criminal remedy, and the civil/injunctive remedy – while still ensuring due process to any responsible party;
- Some provisions (e.g. Section 8.40.030E) are intentionally broad to give the City the ability to address many different problem properties, as in the case of dance halls, nightclubs, arcades and bars, to name a few;
- This new chapter does not retain satellite dishes, as the City’s ability to regulate them is limited by Federal regulations;
- The new Chapter 8.40 provides the authorization and process for ordering a building or structure to be vacated. However, the decision to vacate a structure is limited to being made by the Building Official, Fire Chief, or Health Official. Although there are other statutory authorities for such action, it is reasonable to have such regulations contained within this Chapter to consolidate proceedings. The authority to vacate a structure under this chapter will be concurrent with other statutory authority, and
- The recovery of code enforcement fees and attorney’s fees are not included in Chapter 8.40, as such provisions have been included in Chapter 1.28.

An overview of the changes to Chapters 1.26, 1.28 and 8.40 were previously presented to the City Council at a public workshop on October 2, 2012 by the Police and Public Works Departments, as a potential tool for City Officials, especially for Code Enforcement field operations, to maintain community safety standards. Since that time, the City Attorney’s Office and the City Prosecutor have reviewed the changes to all three Chapters and added certain provisions to ensure the ordinance’s compliance with recent case law.

RELEVANCE TO THE STRATEGIC PLAN

On October 25, 2012 the City held a Strategic Planning session which directed staff to return to Council with revisions to the Municipal Code in order to enhance Code Enforcement efforts, under the goal of improving safety and quality of life in Covina.

EXHIBITS

A. Ordinance No. 12-2017

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

**CITY OF COVINA
ORDINANCE NO. 12-2017**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINA
MODIFYING AND ENHANCING REGULATIONS RELATING TO PUBLIC
NUISANCES BY REPEALING CHAPTER 8.40 (“ABATEMENT OF REAL PROPERTY
NUISANCES”) AND ADOPTING A NEW CHAPTER 8.40 (“PUBLIC NUISANCES”) IN
TITLE 8 (“HEALTH AND SAFETY”) OF THE COVINA MUNICIPAL CODE**

WHEREAS, Section VII of Article XI of the California Constitution provides that a City may make and enforce within its limits all local, police, sanitary, and other ordinances and regulations not in conflict with general laws; and,

WHEREAS, California Government Code section 38771 provides that legislative bodies of Cities may declare what constitutes a nuisance; and,

WHEREAS, California Government Code section 38772 et seq. further provides that legislative bodies of Cities may also provide for the summary abatement of any nuisance at the expense of the persons creating, causing, committing, or maintaining the nuisance, and by ordinance may make the expense of abatement of nuisances a lien against the property on which the nuisance is maintained and a personal obligation against the property owner; and,

WHEREAS, the City Council finds that nuisance conditions are offensive and/or annoying to the senses, detrimental to property values and community appearance, an obstruction or interference with the comfortable enjoyment of adjacent properties or premises (both public and private), and/or are hazardous or injurious to the health, safety, and/or welfare of the general public; and,

WHEREAS, it is the City Council’s desire to develop and utilize regulations that will promote the sound maintenance of real property and enhance the appearance, habitability, occupancy, use, and safety of all structures and premises in the City; and,

WHEREAS, the City Council wishes to revise the administrative procedures for the City’s use, upon its election, to correct or abate nuisance conditions on real properties throughout the City, while still protecting the responsible parties’ right to due process under the law.

WHEREAS, the City currently has procedures for the identification, investigation, and abatement of “real property nuisances” within the City’s “Health & Safety” and “Zoning” titles of the Municipal Code, and the City Council wishes to consolidate such regulations.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COVINA HEREBY ORDAINS AS FOLLOWS:

SECTION 1: Chapter 8.40 ("Abatement of Real Property Nuisances") of Title 8 ("Health and Safety") of the Covina Municipal Code is hereby repealed and deleted in its entirety; however, that such repeal shall not affect or excuse any violation of said Chapter that occurred prior to the effective date of this Ordinance, nor shall such repeal impede, deter, impact, or negate any administrative, civil, or criminal enforcement of any violation of said Chapter that occurred prior to the effective date of this Ordinance.

SECTION 2: A new Chapter 8.40 ("Public Nuisances") is hereby added to Title 8 ("Health and Safety") of the Covina Municipal Code to read as follows:

**"Chapter 8.40
PUBLIC NUISANCES**

Sections:

- 8.40.010 Findings, Purpose, and Intent.
- 8.40.020 Definitions.
- 8.40.030 Prohibited Public Nuisance Conditions.
- 8.40.040 Penalty.
- 8.40.050 Abatement of Public Nuisances.
- 8.40.060 Continuing Obligation of Responsible Persons to Abatement a Public Nuisance.
- 8.40.070 Notice of Public Nuisance and Intention to Abate with City Personnel.
- 8.40.080 Additional Requirements for Demolition of Buildings or Structures.
- 8.40.090 Notice and Order to Vacate Buildings or Structures.
- 8.40.100 Sample Notice of Abatement.
- 8.40.110 Service of Notice.
- 8.04.120 Right of Appeal from a Notice of Abatement.
- 8.04.130 Consequence of an Untimely Appeal.
- 8.40.140 Abatement by Responsible Person Prior to Hearing.
- 8.40.150 Review by Hearing Officer.
- 8.40.160 Decision of Hearing Officer; Order of Abatement.
- 8.40.170 Abatement of Nuisance by Responsible Persons Prior to City Abatement Actions.
- 8.40.180 Emergency Action to Abate an Imminent Hazard.
- 8.40.190 Combination of Notices.
- 8.40.200 Establishment of Costs of Abatement.
- 8.40.210 Collection of Abatement Costs by Special Assessment.
- 8.40.220 Collection of Costs of Abatement by Nuisance Abatement Lien.
- 8.40.230 Treble the Costs of Abatement.
- 8.40.240 Violations and Penalties.
- 8.40.250 Recordation of Substandard Notice.
- 8.40.260 Applicability of Other Laws.
- 8.40.270 Severability.

Part 1 – Nuisances Enumerated

8.40.010 Findings, Purpose, and Intent.

A. Findings. The City Council finds and declares as follows:

1. Section VII of Article XI of the California Constitution provides that a city may make and enforce within its limits all local, police, sanitary and other ordinances and regulations not in conflict with general laws.

2. California Government Code section 38771 provides that legislative bodies of cities may declare what constitutes a nuisance.

3. California Government Code section 38772 et seq. further provides that legislative bodies of cities may also provide for the summary abatement of any nuisance at the expense of the persons creating, causing, committing, or maintaining it, and by ordinance may make the expense of abatement of nuisances a lien against the property on which the nuisance is maintained and a personal obligation against the property owner.

4. Nuisance conditions are offensive or annoying to the senses, detrimental to property values and community appearance, an obstruction or interference with the comfortable enjoyment of adjacent properties or premises (both public and private), and/or are hazardous or injurious to the health, safety, or welfare of the general public.

B. Purpose and Intent.

The purpose and intent of this Chapter are as follows:

1. To define as public nuisances and violations those conditions and uses of land that are offensive or annoying to the senses, detrimental to property values and community appearance, an obstruction or interference with the comfortable enjoyment of adjacent properties or premises (both public and private), and/or are hazardous or injurious to the health, safety, or welfare of the general public.

2. To develop regulations that will promote the sound maintenance of property and enhance of conditions of appearance, habitability, occupancy, use and safety of all structures and premises in the City.

3. To establish administrative procedures for the City's use, upon its election, to, correct or abate violations of this Chapter on real property throughout the City.

4. This Chapter is not intended to be applied, construed or given effect in a manner that imposes upon the City, or upon any officer or employee thereof, any duty towards persons or property within the City or outside of the City that creates a basis for civil liability for damages, except as otherwise imposed by law.

8.40.020 Definitions.

As used in Chapter, the following definitions shall apply. For purposes of this Chapter, these definitions shall supersede any other definitions of the same terms elsewhere in this Code.

A. "Abandoned structure" shall mean real property, or any building or structure thereon, that is vacant and is maintained in an uninhabitable condition or a condition of disrepair or deterioration as evidenced by the existence of public nuisances therein, or that is vacant and under a current notice of default and/or notice of trustee's sale, pending tax assessor's lien sale, or that is vacant and has been the subject of a foreclosure sale where title was retained by the beneficiary of a deed of trust involved in the foreclosure. Factors that may also be considered in a determination of an abandoned structure include, without limitation: present operability and functional utility; the presence of non-functional, broken or missing doors or windows, such that entry therein by unauthorized persons is not deterred; the existence of real property tax delinquencies for the land upon which the structure is located; age and degree of obsolescence of the structure, and the cost of rehabilitation or repair versus its market value.

B. "Abandoned personal property" shall mean and refers to any item, object, thing, material or substance that, by its condition of damage, deterioration, disrepair, nonuse, obsolescence or location on public real property or on private real property, causes a reasonable person to conclude that the owner has permanently relinquished all right, title, claim and possession thereto, or that the object, thing, material or substance cannot be used for its intended or designed purpose. Abandoned personal property may include junk and vehicles.

C. "Abatement costs" shall mean all costs, fees, and expenses, incidental or otherwise, incurred by the City in investigating and abating a public nuisance.

D. "Attractive nuisance" shall mean any condition, device, equipment, instrument, item or machine that is unsafe, unprotected and may prove detrimental to minors whether in a structure or in outdoor areas of developed or undeveloped real property. This includes, without limitation, any abandoned or open and accessible wells, shafts, basements or excavations; any abandoned refrigerators and abandoned or inoperable motor vehicles; any structurally unsound fences or structures; or, any lumber, trash, fences, debris or vegetation which may prove hazardous or dangerous to inquisitive minors. An attractive nuisance shall also include pools, standing water or excavations containing water, that are unfenced or otherwise lack an adequate barrier thereby creating a risk of drowning, or which are hazardous or unsafe due to the

existence of any condition rendering such water to be clouded, unclear or injurious to health due to, without limitation, any of the following: bacterial growth, infectious or toxic agents, algae, insect remains, animal remains, rubbish, refuse, debris, or waste of any kind.

E. "Building" shall mean any structure designed, used, or maintained for the shelter or enclosure of persons, animals, chattels, equipment, or property of any kind, and shall also include structures wherein things may be grown, made, produced, kept, handled, stored, or disposed of, and all appendages, accessories, apparatus, appliances, and equipment installed as a part thereof.

F. "City" shall mean the City of Covina.

G. "City Manager" shall mean the City Manager or designee thereof.

H. "City Personnel" shall mean any City employee, representative, agent, contractor, or service provider designated by the City Manager to abate a public nuisance.

I. "Code", "Codes", and "Covina City Municipal Code" shall mean the Covina Municipal Code and any code, law, or regulation incorporated therein by reference, including the Covina Comprehensive Zoning Ordinance (Title 17), and any adopted and uncodified ordinances.

J. "Code enforcement officer" and "Officer" shall mean any City employee with obligations to enforce the Covina Municipal Code. Enforcement Officers shall include the personnel of the Public Works Department and Covina police officers. The City Manager may designate additional employees of other City departments to act as Officers for purposes of implementing the provisions of this Chapter.

K. "Commercial vehicle" shall mean any vehicle of a type required to be registered under the State of California Vehicle Code used or maintained for the transportation of persons for hire, compensation or profit, or designed, used, or maintained primarily for the transportation of property or for other commercial purposes. Passenger vehicles that are not used for the transportation of persons for hire, compensation, or profit, trailers, recreational vehicles, and vanpool vehicles are not commercial vehicles.

L. "Compliance period" shall mean the period of time and/or required schedule set forth in a Notice of Abatement and/or an Order of Abatement within which all nuisance abatement actions referenced in such Notice of Abatement and/or Order of Abatement must be completed.

M. "Controlled substances" shall mean any substance that is declared by State or Federal law to be a controlled substance.

N. "Fire Hazard" shall include, but shall not be limited to, any device, equipment, waste, vegetation, condition, thing, or act which is in such a condition that it increases or could cause an increase of the hazard or menace of fire to a greater degree than that customarily recognized as normal by persons in the public service regularly engaged in preventing, suppressing, or extinguishing fire or that otherwise provides a ready fuel to augment the spread and intensity of fire or explosion arising from any cause; or any device, equipment, waste, vegetation, condition, thing, or act which could obstruct, delay, hinder, or interfere with, or may become the cause of obstruction, delay, or hindrance of, the operations of the Fire Department or other emergency service personnel or the egress of the occupants in the event of fire.

O. "Graffiti" shall mean any unauthorized inscription, word, figure, mark, or design that is written, marked, etched, scratched, drawn, or painted on or otherwise glued, posted, or affixed to or on any real or personal property (including, but not limited to, buildings, structures, and vehicles), regardless of the nature of the material to the extent that the same was not authorized in advance by the owner thereof.

P. "Hazardous materials" shall mean any material or substance of any kind that is declared by any Federal, State, or local law, ordinance, or regulation to be composed of hazardous material.

Q. "Hearing officer" shall mean the city employee or representative appointed by the City Manager, or a designee thereof, to hear all timely appeals from a Notice of Abatement.

R. "Incidental expenses" shall include, but shall not be limited to, the actual expenses and costs of the City, such as preparation of notices, specifications, contracts, inspection of work, costs of printing and mailings required hereunder, costs of any filing and/or recordation with the County Recorder's Office or other governmental agency, and the costs of administration and legal services.

S. "Inoperable vehicle" shall mean and include, without limitation, any vehicle that is incapable of being lawfully driven on a street and/or highway. Factors that may be used to determine this condition include, without limitation, vehicles that have a "planned non-operational" status with the California Department of Motor Vehicles, vehicles lacking a current and valid registration, a working engine, transmission, wheels, inflated tires, doors, windshield or any other part or equipment necessary for its legal and safe operation on a highway or any other public right-of-way.

T. "Junk" shall mean and include, but is not limited to, any cast-off, damaged, discarded, junked, obsolete, salvaged, scrapped, unusable, worn-out or wrecked appliance, device, equipment, furniture, fixture, furnishing, object, material, substance, tire, or thing of any kind or composition. Junk may include abandoned personal property, as well as any form of debris, refuse, rubbish, trash or waste.

Factors that may be considered in a determination that personal property is junk include, without limitation, its:

1. Condition of damage, deterioration, disrepair or nonuse.
2. Approximate age and degree of obsolescence.
3. Location.
4. Present operability, functional utility and status of registration or licensing, where applicable.
5. Cost of rehabilitation or repair versus its market value.

U. "Junkyard" means real property of any zoning classification on which junk is kept, maintained, placed or stored to such a degree that it constitutes a principal use or condition on said premises. The existence of a junkyard is not a nuisance when it is an expressly permitted use in the applicable zone and it is in full compliance with all provisions of Title 17 in the Covina Municipal Code, and all other applicable provisions of the Covina Municipal Code, as well as all future amendments and additions thereto.

V. "Notice of Abatement" shall mean a Notice of Public Nuisance and Intention to Abate with City Personnel", as described in Section 8.40.070 of this Chapter.

W. "Order of Abatement" shall mean an order issued by a Hearing Officer following an appeal of a Notice of Abatement.

X. "Owner" shall mean and include any person having legal title to, or who leases, rents, occupies or has charge, control or possession of, any real property in the City, including all persons shown as owners on the last equalized assessment roll of the Los Angeles County Assessor's Office. Owners include persons with powers of attorney, executors of estates, trustees, or who are court-appointed administrators, conservators, guardians or receivers. An owner of personal property shall be any person who has legal title, charge, control, or possession of such property.

Y. "Person" shall mean and include any individual, partnership of any kind, corporation, limited liability company, association, joint venture or other organization, however formed, as well as trustees, heirs, executors, administrators, or assigns, or any combination of such persons. "Person" also includes any public entity or agency that acts as an owner in the City.

Z. "Personal property" means property that is not real property, and includes, without limitation, any appliance, furniture, article, device, equipment, item, material, product, substance or vehicle.

AA. "Police Chief" shall mean the highest-ranking officer of the Police Department or his/her designee.

BB. "Police Department" shall mean the Covina Police Department.

CC. "Public nuisance" means anything which is, or likely to become, injurious or detrimental to health, safety or welfare, or is offensive to the senses, or an obstruction to the free use of property, so as to interfere with the comfortable enjoyment of life or property, or unlawfully obstructs the free passage or use, in the customary manner, of any sidewalk, public park, square, street or highway. All conditions hereafter enumerated in this Chapter, or that otherwise violate or are contrary to any provision of the Covina Municipal Code, are public nuisances by definition and declaration, and said enumerated conditions shall not, in any manner, be construed to be exclusive or exhaustive. A public nuisance shall also exist when a person fails to comply with any condition of a City approval, entitlement, license or permit or when an activity on, or use of, real property violates, or is contrary to, any provision or requirement of the Covina Municipal Code.

DD. "Real Property" or "premises" means any real property owned by any person and/or any building, structure, or other improvement thereon, or portions thereof. "Real Property" or "premises" includes any adjacent sidewalk, parkway, street, alley, or other unimproved public easement, whether or not owned by the City of Covina.

EE. "Responsible person" means any person, whether as an owner as defined in this Chapter, or otherwise, that allows, causes, creates, maintains, suffers, or permits a public nuisance, or any violation of the Covina Municipal Code or County or State law, or regulation thereof, to exist or continue, by any act or the omission of any act or duty. A responsible person shall also include employees, principals, joint venturers, officers, agents, and/or other persons acting in concert with, or at the direction of, and/or with the knowledge and/or consent of the owner and/or occupant of the lot, building or structure on, or in which, a public nuisance or violation exists or existed. The actions or inactions of a responsible person's agent, employee, representative or contractor may be attributed to that responsible person.

FF. "Structure" means that which is built or constructed, an edifice, wall, fence, or building of any kind, or any piece of work artificially built up or composed of parts joined together in some definite manner. For purposes of this Chapter, this definition shall supersede any other definition of this term in the Covina City Municipal Code.

GG. "Vacant" shall mean real property or any building or structure thereon that is not legally occupied. Factors that may be used, either alone or in combination, to determine whether real property, or building or structures thereon, is vacant include, but

shall not be limited to, overgrown and/or dead vegetation; accumulation of newspapers, circulars, flyers, and/or mail; past due utility notices and/or disconnected utilities; accumulation of trash, junk, and/or other debris; the absence of window coverings such as curtains, blinds, and/or shutters; the absence of furnishings and/or personal items consistent with residential and/or commercial furnishings consistent with the permitted uses within the zone of the real property; statements by neighbors, passersby, delivery agents, government employees that the property is vacant.

HH. "Vehicle" means any device, by which any person or property may be propelled, moved, or drawn upon a highway or other public right of way, and includes all vehicles as defined by the California Vehicle Code and all future amendments thereto. "Vehicle" does not include devices (i) that are propelled exclusively by human power such as bicycles and wheelchairs, or (ii) those that are used exclusively upon stationary rails or tracks.

II. "Violation" shall mean and include a public nuisance as described in this Chapter, or any condition, activity, or use that is caused, allowed to exist, or maintained (whether due to an affirmative act, inaction, or omission) by a responsible person in violation of any other provision, regulation, or requirement of this Code, or any applicable County, State, or Federal laws or regulations.

JJ. "Weeds" shall include, but shall not be limited to, any of the following:

1. Any plant, brush, growth, or other vegetation that bear seeds of a downy or wingy nature;
2. Any plant, brush, growth, or other vegetation that attains such large growth as to become, when dry, a fire hazard;
3. Any plant, brush, growth, or other vegetation that is noxious or dangerous;
4. Poison oak and poison ivy when the conditions of growth are such as to constitute a threat to the public health; or,
5. Dry grass, rubble, brush, or other flammable plant, growth, or other vegetation that endangers the public safety by creating or tending to create a fire hazard.

8.40.030

Prohibited Public Nuisance Conditions.

The City Council finds and declares that, notwithstanding any other provision of the Covina Municipal Code, it is a public nuisance and unlawful for any person to allow, cause, create, maintain, or suffer, or permit others to cause, create, or maintain the following:

A. Any real property or premises in the City in such a manner that any one or more of the following conditions are found to exist thereon:

1. Land, the topography, geology or configuration of which whether in natural state or as a result of the grading operations, excavation or fill, causes erosion, subsidence, or surface water drainage problems of such magnitude as to be injurious or potentially injurious to the public health, safety and welfare, or to adjacent properties.

2. Buildings or other structures, or portions thereof, that are partially constructed or destroyed or allowed to remain in a state of partial construction or destruction for an unreasonable period of time. As used herein, an "unreasonable" period shall mean any portion of time exceeding the period given to a responsible person by the City for the complete abatement of this nuisance condition with all required City approvals, permits and inspections. Factors that may be used by the City to establish a reasonable period for the complete abatement of this nuisance include, but are not limited to, the following:

(a) The degree of partial construction or destruction and the cause therefor.

(b) Whether or not this condition constitutes an attractive nuisance or if it otherwise poses or promotes a health or safety hazard to occupants of the premises, or to others.

(c) The degree of visibility, if any, of this condition from public or adjoining private real property.

(d) The scope and type of work that is needed to abate this nuisance.

(e) The promptness with which a responsible person has applied for and obtained all required City approvals and permits in order to lawfully commence the nuisance abatement actions.

(f) Whether or not a responsible person has complied with other required technical code requirements, including requesting and passing required inspections in a timely manner, while completing nuisance abatement actions.

(g) Whether or not a responsible person has applied for extensions to a technical code permit or renewed an expired permit, as well as the number of extensions and renewals that a responsible person has previously sought or obtained from the City.

(h) Whether or not a responsible person has made substantial progress, as determined by the City, in performing nuisance abatement actions under a technical code permit that has expired, or is about to expire.

(i) Whether delays in completing nuisance abatement actions under a technical code permit have occurred, and the reason(s) for such delays.

3. Real property, or any building or structure thereon, that is abandoned or vacant (irrespective of whether said structure is secured against unauthorized entry) for a period of more than six (6) months.

4. Exterior portions of buildings or structures (including, but not limited to, roofs, balconies, decks, fences, stairs, stairways, walls, signs and fixtures), as well as walkways, pedestrian ways, driveways, parking areas, and any detached or freestanding structure, that have become defective, unsightly or no longer viable, or are maintained in a condition of dilapidation, deterioration or disrepair to such an extent as to result in, or tend to result in, a diminution in property values, or where such condition creates a hazard to persons using said building, structure, or way, or where such condition interferes with the peaceful use, possession and/or enjoyment of adjacent properties, or where such condition otherwise violates, or is contrary to, the Code, or other applicable law.

5. Failure to provide and maintain adequate weather protection to structures or buildings, in such a manner that results in or tends to result in the existence of cracked, peeling, warped, rotted, or severely damaged paint, stucco or other exterior covering.

6. Broken, defective, damaged, dilapidated, or missing windows, doors, or vents in a building or structure, and/or broken, defective, damaged, dilapidated, or missing screens for windows, doors, or crawl spaces in a building or structure.

7. Windows or doors that remain boarded up or sealed after ten (10) calendar days written City notice to a responsible person requesting the removal of

these coverings and the installation of fully functional or operable windows or doors. City actions to board up or seal windows or doors in order to deter unauthorized entry into structures shall not relieve responsible persons from installing fully functional or operational windows or doors.

8. Obstructions of any kind, cause or form that interfere with required light or ventilation for a building or structure, or that interfere with, hinder, delay, or impede ingress therein and/or egress therefrom.

9. Abandoned personal property that is visible from public or private property.

10. Any form of an attractive nuisance.

11. Interior portions of buildings or structures (including, but not limited to attics, ceilings, walls, floors, basements, mezzanines, and common areas) that have become defective, unsightly, or are maintained in a condition of dilapidation, deterioration or disrepair to such an extent as to result in, or tend to result in, a diminution in property values, or where such condition interferes with the peaceful use, possession and/or enjoyment of properties in the vicinity, or where such condition otherwise violates, or is contrary to, the Code or other applicable law.

12. Items of junk, trash, debris, or other personal property that are kept, placed, or stored inside of a structure or on exterior portions of real property that constitute a fire or safety hazard or a violation of any provision of the Code; or items of junk, trash, debris, or other personal property that are visible from public or private real property, or that are otherwise out of conformity with neighboring community standards to such an extent as to result in, or tend to result in, a diminution in property values. Notwithstanding the foregoing, the existence of a junkyard is not a nuisance when such use and the premises on which such use occurs are in full compliance with all provisions of the Covina Comprehensive Zoning Ordinance (including all approvals and permits required thereby), and all other applicable provisions of the Code and any future amendments and additions thereto, as well as applicable County, State, and/or Federal laws and regulations.

13. The keeping or disposing of, or the scattering or accumulating of flammable, combustible or other materials including, but not limited to, composting, firewood, lumber, junk, trash, debris, packing boxes, pallets, plant cuttings, tree trimmings or wood chips, discarded items, or other personal property on exterior portions of real property, or within any building or structure thereon, when such items or accumulations:

(a) Render premises unsanitary or substandard as defined by the Covina Housing Code, the State Housing Law, the Covina Building Code, or other applicable local, State, or Federal law, rule, or regulation;

(b) Violate the Covina Health Code, the Los Angeles County Health Code, or other any other Health Code adopted by and/or applicable in the City of Covina;

(c) Cause, create, or tend to contribute to, a fire or safety hazard;

(d) Harbor, promote, or tend to contribute to, the presence of rats, vermin and/or insects;

(e) Cause, create, or tend to contribute to, an offensive odor; or,

(f) Cause the premises to be out of conformity with neighboring community standards to such an extent as to result in, or tend to result in, a diminution of property values. Provided, however, that this use of land or condition shall not constitute a nuisance when expressly permitted under the applicable zone classification and the premises are in full compliance with all provisions in Title 17, and all other applicable provisions of the Code and any future amendments and additions thereto, as well as applicable County, State, and/or Federal laws and regulations.

14. Unsanitary, polluted or unhealthful pools, ponds, standing water or excavations containing water that constitutes an attractive nuisance or that is otherwise likely to harbor mosquitoes, insects or other vectors. The likelihood of insect harborage is evidenced by any of the following conditions: water which is unclear, murky, clouded or green; water containing bacterial growth, algae, insect larvae, insect remains, or animal remains; or, bodies of water which are abandoned, neglected, unfiltered or otherwise improperly maintained.

15. The hanging, drying, or airing of clothing or household fabrics on fences, trees, or shrubberies, or the existence of clotheslines, in front yard areas of any real property, or in any yard area that is visible from a public right-of-way.

16. Canopies, tents, tarps, or other similar membrane structures located in the front yard of any real property or in any yard area that is visible from a public right-of-way, unless otherwise authorized pursuant to a permit or other entitlement from the City;

17. Overgrown vegetation including, but not limited to, any one of the following:

(a) Vegetation likely to harbor, or promote the presence of, rats, vermin and/or insects.

(b) Vegetation causing detriment to neighboring properties, or that is out of conformity with neighboring community standards to such an extent as to result in, or contribute to, a diminution of property values, including, but not limited to:

(1) Lawns with grass in excess of six inches (6") in height.

(2) Hedges, trees, lawns, plants, or other vegetation that are not maintained in a neat, orderly, and healthy manner as a result of lack of adequate mowing, grooming, trimming, pruning, fertilizing, watering, and/or replacement.

(c) Vegetation that creates, or tends to create, the existence of a fire hazard.

(d) Vegetation that overhangs or grows onto or into any public property, including, but not limited to, any public alley, highway, land, sidewalk, street or other right-of-way, so as to cause an obstruction to any person or vehicle using such public property.

(e) Tree branches or other vegetation within three feet (3') of the rooftop of a structure so as to facilitate rodent or animal access thereto.

18. Dead, decayed, diseased or hazardous trees, weeds, ground cover, and other vegetation, or the absence of healthful vegetation, that causes, contributes to, or tends to cause or contribute to, any one of the following conditions or consequences:

(a) An attractive nuisance;

(b) A fire hazard;

(c) The creation or promotion of dust or soil erosion;

(d) A diminution in property values; or,

(e) A detriment to public health, safety or welfare.

19. Lack of landscaping or other ground cover in any yard area as otherwise required by Title 17 or other provisions of the Code.

20. Waste containers, yard waste containers, and recycling containers that are kept, placed or stored in driveways or parking areas, or in front or side yards, such that said containers are visible from public streets, except when located in places of collection at times permitted and in full compliance with this Code.

21. The use, parking, or storing of any recreational vehicle as temporary or permanent living space.

22. Vehicles, trailers, campers, boats, recreational vehicles, and/or other mobile equipment placed, parked or stored in violation of any provision of the Code, including Title 17.

23. Vehicles, trailers, campers, boats, recreational vehicles, and/or other mobile equipment placed, parked, or stored on any unpaved surface within the front yard setback of any real property.

24. Parking spaces required by the Code, including Title 17, that are not maintained in such a manner that said spaces are continuously free, accessible, and available for vehicle parking without the movement of real or personal property.

25. Abandoned, dismantled, inoperable or wrecked boats, campers, motorcycles, trailers, vehicles, or parts thereof, unless kept, placed, parked, or stored inside of a completely enclosed, lawfully constructed building or structure.

26. Commercial vehicles or equipment placed, parked, or stored on any private real property that is located within a residential zone of the City or any other private real property used for residential purposes, except when the commercial vehicle is parked in connection with, and in the aid of, the performance of a service to or on the private real property where it is parked until such service is completed.

27. Vehicles, construction equipment, or other machinery exceeding the permissible gross vehicle weight for the streets or public property upon which they are located. A nuisance also exists under this provision when a vehicle, construction equipment, or other machinery is stopped, kept, placed, parked, or stored on private real property and when such vehicle, equipment, or machinery exceeds the permissible gross vehicle weight for the streets or public property that were utilized in its placement on said private real property unless pursuant to a valid permit issued by the City.

28. Any equipment, machinery, or vehicle of any type or description that is designed, used, or maintained for construction-type activities that is kept, parked, placed, or stored on public or private real property except when such item is being used during excavation, construction, or demolition operations at the site where said equipment, machinery, or vehicle is located pursuant to an active permit issued by the City or as otherwise authorized by law.

29. Maintenance of signs, or sign structures, on real property relating to uses no longer lawfully conducted or products no longer lawfully sold thereon, or signs

and their structures that are in disrepair or which are otherwise in violation of, or contrary to, the Code, including Title 17.

30. Specialty structures that have been constructed for a specific single use only, and which are unfeasible to convert to other uses, and which are abandoned, partially destroyed or are permitted to remain in a state of partial destruction or disrepair. Such specialty structures include, but are not limited to, the following: tanks for gas or liquid(s), lateral support structures and bulk-heads, utility high-voltage towers and poles, utility high-rise support structures, electronic transmitting antennas and towers, structures which support or house mechanical and utility equipment and are located above the roof lines of existing buildings, high rise freestanding chimneys and smoke stacks, and recreational structures such as tennis courts and cabanas.

31. Any personal property or structure that obstructs or encroaches on any public property, including, but not limited to, any public alley, highway, land, sidewalk, street or other right-of-way, unless a valid encroachment permit has been issued authorizing said encroachment or obstruction.

32. Causing, maintaining or permitting graffiti or other defacement of real or personal property to be present or to remain on a building, structure or vehicle, or portion thereof, that is visible from a public right-of-way or from private real property.

33. Storage of hazardous or toxic materials or substances, as so classified by any local, State or Federal laws or regulations, on real property in such a manner as to be injurious, or potentially injurious or hazardous, to the public health, safety or welfare, or to adjacent properties, or that otherwise violates local, State or Federal laws or regulations.

34. Any discharge of any substance or material other than storm water which enters, or could possibly enter, the City's storm sewer system in violation of the Covina Municipal Code.

35. Maintenance of any tarp or similar covering on or over any graded surface or hillside, except in the following circumstances:

(a) A state of emergency has been declared by local, County, State, or Federal officials directly impacting the area to be covered; and/or,

(b) Covering with a tarp performed pursuant to an active building or grading permit.

36. Maintenance of any tarp or similar covering on or over any roof of any structure, except during periods of active rainfall, or when specifically permitted under an active roofing or building permit.

37. Maintenance of any tarp or similar covering attached to, affixed to, or located on a fence for purposes of screening or for providing shade;

38. The keeping or suffering of any animal, reptile, or insect in a manner that poses a threat, disturbance, or menace to persons or property, or in such a manner or quantity that otherwise violates any provision of the Code.

39. Any noise that is made, generated, produced, or continued in such a manner that it unreasonably disturbs the peace and quiet of any neighborhood of which causes any discomfort or annoyance to any reasonable person of normal sensitivities, or that otherwise violates any provision of the Covina Municipal Code. Factors which shall be considered in determining whether the noise is a nuisance shall include, but not be limited to the following:

- (a) The volume of the noise;
- (b) The intensity of the noise;
- (c) Whether the nature of the noise is usual or unusual;
- (d) Whether the origin of the noise is natural or unnatural;
- (e) The volume and intensity of the background noise, if any;
- (f) The proximity of the noise to residential sleeping facilities;
- (g) The nature of the zoning of the area from which the noise emanates;
- (h) The density of inhabitation of the area from which the noise emanates;
- (i) The time of day or night the noise occurs;
- (j) The duration of the noise;
- (k) Whether the noise is recurrent, intermittent, or constant;
- (l) Whether the noise is produced by commercial or noncommercial activity; and,

- (m) Whether the noise is a consequence or expected result of an otherwise lawful use.

40. Maintenance of premises so out of harmony or conformity with the maintenance standards of properties in the vicinity as to cause, or that tends to cause, substantial diminution of the enjoyment, use, or property values of such properties in the vicinity.

41. Any condition recognized in local or State law or in equity as constituting a public nuisance, or any condition existing on real property that constitutes, or tends to constitute, blight, or that is a health or safety hazard to the community or neighboring properties.

B. Any “unsafe building”, “unsafe structure”, “substandard building”, or “substandard property” as defined by any provision or provisions in Title 14 of the Code.

C. Any building or structure, or portion thereof, or the premises on which the same is located, in which there exists any of the conditions listed in Section 17920.3 of the California Health & Safety Code, and any future amendments thereto.

D. Any building or structure used by any person to engage in acts which are prohibited pursuant to the laws of the United States or the State of California, the provisions of the Covina Municipal Code, including, but not limited to the following acts:

- 1. Unlawful possession, use, and/or sale of controlled substances;
- and/or,
- 2. Prostitution; and/or
 - 3. Unlawful gambling.

E. Any real property, or any building or structure thereon, that is used by persons to cause, allow, contribute to, permit, or suffer any of the following acts:

- 1. Disturbances of the peace;
- 2. Excessive and/or loud noise disturbances;
- 3. Consumption of alcohol in public and/or public intoxication;
- 4. Urination in public;
- 5. Harassment of passersby;

6. Theft, assault, battery, or vandalism;
7. Storage or sale of stolen goods;
8. Excessive littering;
9. Illegal parking or traffic violations;
10. Curfew violations;
11. School attendance violations;
12. Lewd and/or lascivious conduct; and/or
13. Excessive responses by the Police Department or other law enforcement personnel.

F. Any condition, use, or activity that constitutes a public nuisance as defined by Sections 3479 or 3480 of the California Civil Code, and any future amendments thereto.

G. Any building, structure, or use of real property that violates or fails to comply with (i) any applicable approval, permit, license, or entitlement or condition relating thereto, (ii) any ordinance of the City, including, but not limited to any provision of this Code, or (iii) any applicable County, State, or Federal law or regulation.

8.40.040 Penalty.

A. Notwithstanding any other provision of the Covina Municipal Code to the contrary, any person who causes, permits, suffers, or maintains a public nuisance, or any person who violates any provision of this Chapter, or who fails to comply with any obligation or requirement of this Chapter, is guilty of a misdemeanor offense punishable in accordance with Section 1.16.010 A. in Chapter 1.16 of Title 1 of this Code. A criminal prosecution and/or civil litigation may be initiated without the commencement of the "Nuisance Abatement" procedures outlined in Part 2 of this Chapter.

B. Each person shall be guilty of a separate offense for each and every day, or part thereof, during which a violation of this Chapter, or of any law or regulation referenced herein, is allowed, committed, continued, maintained or permitted by such person, and shall be punishable accordingly.

Part 2 – Administrative Procedures for Abatement of Nuisances

8.40.050 Abatement of Public Nuisances.

All conditions or uses that constitute a public nuisance as defined in Part 1 of this Chapter, or that are contrary to, or in violation of, any other provision or requirement of the Code, or of any applicable County or State law, or regulation thereof, which shall also constitute a public nuisance, shall be abated by repair, rehabilitation, demolition, removal or termination. The procedures for abatement in this part shall not be exclusive and shall not, in any manner, limit or restrict the City from pursuing any other remedies available at law, whether civil, equitable or criminal, or from enforcing City codes and adopted ordinances, or from abating or causing abatement of public nuisances, in any other manner provided by law.

8.40.060 Continuing Obligation of Responsible Persons to Abate a Public Nuisance.

A. No person shall allow, cause, create, permit, suffer or maintain a public nuisance to exist on their premises. If public nuisances do arise or occur, responsible persons shall promptly abate them by repair, rehabilitation, demolition, repair, removal or termination with all required City approvals, permits and inspections, when applicable.

B. The City may exercise its administrative, civil/injunctive and criminal remedies, or any one or combination of these remedies, to compel responsible persons to abate a public nuisance when, in its judgment, such persons have not completed nuisance abatement actions in a timely or proper manner, or when responsible persons have failed to prevent an occurrence or recurrence of a public nuisance.

8.40.070 Notice of Public Nuisance and Intention to Abate with City Personnel.

A. Whenever a code enforcement officer or other public official determines that City Personnel may need to abate a public nuisance, he or she shall serve a written "Notice of Public Nuisance and Intention to Abate with City Personnel" (hereafter in this section and in subsequent sections of this Chapter, the "Notice of Abatement") on the responsible person(s) that contains the following provisions:

1. The address of the real property on which the nuisance condition(s) exist(s).
2. A description of the nuisance condition(s).

3. A reference to the law describing or prohibiting the nuisance condition(s).
4. A brief description of the required corrective action(s); and,
5. A compliance period in which to complete the nuisance abatement actions (with all required City approvals, permits and inspections, when applicable).
6. The period and manner in which a responsible person may contest the Notice of Abatement as set forth in Section 8.40.120 of this Chapter. No such right shall exist when the City is not seeking to establish the right to abate a public nuisance with City Personnel.
7. A statement that the City may record a Declaration of Substandard Property with the Los Angeles County Recorder's Office against the premises if the public nuisance is not fully abated or corrected (with all required approvals, permits and inspections), as determined by the City, within the compliance period specified in the Notice of Abatement, provided that a timely appeal therefrom has not been made.

B. The procedure in Subsection A shall not apply to public nuisances constituting an imminent hazard. In such instances, the provisions in Section 8.40.180 ("Emergency Action to Abate an Imminent Hazard") shall be followed.

C. The City's election to issue a Notice of Abatement pursuant to this section shall not excuse responsible persons from their continuing obligation to abate a public nuisance in accordance with all applicable laws, regulations and legal requirements. Furthermore, the issuance of a Notice of Abatement shall not obligate the City to abate a public nuisance.

8.40.080 Additional Requirements for Demolition of Buildings or Structures.

A. The City shall provide responsible persons with a reasonable period to elect between options of repair, rehabilitation, or demolition, as well as a reasonable period of time to complete any of these options, before City Personnel abate a public nuisance by demolishing a building or structure pursuant to Part 2 of this Chapter.

B. The City shall serve a Notice of Abatement on all secured lienholders of record with the Los Angeles County Recorder's Office by first class mail in the event abatement actions include demolition of a building or structure.

C. Notwithstanding the provisions of Section 8.04.130 of this Chapter, entry onto any real property to abate a public nuisance by demolition of a building or structure, excepting in cases involving an imminent hazard, shall be pursuant to a warrant issued by a court of competent jurisdiction.

D. The provisions of this Section shall not apply if demolition is required to address an imminent hazard. In such situation, the provisions of Section 8.40.180 ("Emergency Action to Abate an Imminent Hazard") shall apply.

8.40.090 Notice and Order to Vacate Buildings or Structures.

A. If the Building Official, Fire Chief, and/or Health Official (or designees thereof) determine that a public nuisance exists at real property (or any buildings or structures thereon) to such an extent that said property (or any building or structure thereon) is immediately dangerous to the life, limb, property, or safety of the occupants of the property or the general public, the building or structure shall be ordered to be vacated.

B. If any building or structure is ordered vacated pursuant to Section 8.04.090, the Notice of Abatement issued pursuant to Section 8.04.070, in addition to the information required pursuant to Section 8.04.070, shall include:

1. A determination that the Building Official, Fire Chief, and/or Health Official (or designees thereof) has determined that the property (and/or any building or structure thereon) constitutes an immediate danger to the life, limb, property, or safety of the occupants of the property or the general public;

2. A reference to the specific building(s) and/or structure(s), or portions thereof, which is/are being ordered vacated;

3. The date and/or time when the Order to Vacate (and/or To Not Enter) becomes effective; and,

4. Language that substantially states that "No person shall remain in or enter any building or structure that has been ordered vacated until authorized to do

so by the Building Official, Fire Chief, and/or Health Official. No person shall remove, alter, or deface this Notice after it has been posted at the property referenced herein until all required repairs, demolition, or removal have been completed in accordance with this Notice and until such time as the removal of this Notice has been authorized by the Building Official, Fire Chief, and/or Health Official. Any person violating this Order to Vacate shall be guilty of a misdemeanor.”

8.40.100 Sample Notice of Abatement.

A. The Notice of Abatement shall be written in a form that is substantially consistent with the following:

**Notice of Public Nuisance(s) and Intention to Abate with City Personnel
("Notice of Abatement")**

[Date]

_____ **[Responsible Person(s)]**
_____ **[Mailing Address]**
_____ **[City, State and Zip Code]**

Re: Real Property at _____, Covina, CA
L.A. County A.P.N.: _____
Legal description [Optional]: _____

Notice is hereby given that the following public nuisance conditions or activities exist on the premises described above:

(1) [Describe condition or activities] _____ in violation of Covina Municipal Code **[as well as County and State laws, if applicable]** Section(s) _____.

(a) **Required Corrective Action(s):** _____
_____ (with all required permits, approvals and inspections).

(b) **Required Completion Date:** _____
[Repeat (1 a-b) for each additional public nuisance to be included in this notice]

The foregoing public nuisance conditions are subject to abatement by repair, rehabilitation, demolition, removal or termination.

Please Take Further Notice that you may appeal this Notice of Abatement by filing an appeal on a City approved form with the Office of the City Clerk – Covina City

Hall, 125 E. College Street, Covina, CA 91723 within ten (10) calendar days of service of this notice. No fee shall be due for the filing of an appeal. Failure of the City Clerk to receive a timely appeal constitutes a waiver of your right to any further administrative appeal and renders the Notice of Abatement final and binding. A written request for an appeal shall contain the following information, as well as any other information deemed necessary for the processing of the appeal by the City Manager or designee:

1. Name, address, and telephone number of each responsible party who is appealing the Notice of Abatement (hereinafter, "appellant"), as well as relationship of appellant to the public nuisance described in the Notice of Abatement.
2. Address and description of real property upon which the City intends to enter and abate a public nuisance.
3. Date of Notice of Abatement being appealed.
4. Specific action or decision being appealed.
5. Grounds for appeal in sufficient detail to enable the Hearing Officer to understand the nature of the controversy.
6. The signature of at least one appellant.

Following appeal, in the case of a final decision by the City, judicial review of this decision is subject to the provisions and time limits set forth in California Code of Civil Procedure sections 1094.6 et seq.

Please Take Further Notice that, if the public nuisance violations are not abated within the time specified in this Notice and a timely appeal is not made, such nuisance may be abated by City employees, representatives or contract agents (hereafter "City Personnel"), in the manner stated in this Notice of Abatement. On such occasions, all costs of the abatement, including, but not limited to, those defined in Section 8.40.020 C. of this Chapter, shall be assessed against the responsible person(s) and/or the subject property, as a lien, or as a special assessment, or as otherwise allowed by law.

Please Take Further Notice that the City may record a Declaration of Substandard Property with the Los Angeles County Recorder's Office against the premises if the public nuisance is not fully abated or corrected (with all required approvals, permits and inspections), as determined by the City, in the manner and time set forth in this Notice of Abatement and provided that a timely appeal therefrom has not been made.

Please Take Further Notice that, in the event of abatement by City Personnel, all buildings, structures, and/or personal property constituting a public nuisance may be

removed from the subject premises or from public property and destroyed or disposed of, without regard to its actual or salvage value.

Dated: This _____ day of _____, 20__.

Public Official ***[Name and Title]***

[End of Form]

.....

A Notice of Abatement shall be deemed in substantial compliance with this subsection regardless of form if all substantive information is contained in such Notice of Abatement.

8.40.110 Service of Notice.

A. Except as otherwise expressly required by a provision of this Chapter, any notice required by this Chapter may be served by personal delivery to any responsible person or by first class mail. The date of service shall be the date it is personally delivered or placed in a U.S. Postal Service receptacle. Failure of any responsible person to receive a properly addressed Notice of Abatement by mail shall not invalidate any action or proceeding pursuant to this Chapter.

1. Any Notice of Abatement that includes an Order to Vacate shall, in addition to being served upon a responsible party in accordance with Section 8.40.110 (A), shall also be posted at or upon each exit of the building or structure being ordered vacated.

B. Except as otherwise expressly required by a provision of this Chapter, any notice issued to an owner of real property shall be sent to the mailing address on the last equalized assessment roll of the Los Angeles County Assessor's Office. Failure of any owner to receive a properly addressed notice by mail shall not invalidate any action or proceeding pursuant to this Chapter.

8.40.120 Right of Appeal from a Notice of Abatement.

A. A responsible person may contest a Notice of Abatement by filing a written request for an appeal with the Office of the City Clerk – Covina City Hall, 125 E. College Street, Covina, CA 91723 and paying an appeal fee in an amount set by Council resolution within ten (10) calendar days after service of the Notice of Abatement.

1. The filing of a request for an appeal shall not stay an order to vacate any building or structure issued in accordance with the provisions of this Chapter by the Building Official and/or Fire Chief, and/or Health Official.

B. A written request for an appeal shall contain the following information:

1. Name, address, and telephone number of each responsible party who is appealing the Notice of Abatement (hereinafter, "appellant").

2. Address and description of real property upon which the City intends to enter and abate a public nuisance.

3. Date of Notice of Abatement being appealed.

4. Specific action or decision being appealed.

5. Grounds for appeal in sufficient detail to enable the Hearing Officer to understand the nature of the controversy.

6. The signature of at least one appellant.

C. Failure of the City Clerk to receive a timely appeal and payment of the appeal fee constitutes a waiver of the right to contest a Notice of Abatement. In this event, the Notice of Abatement is final and binding.

D. The provisions of this section only apply to instances where the City has elected to establish the right, but not the obligation, to abate public nuisances with City Personnel. In no event does this Chapter limit the right of City officials to issue alternative written or oral notices of code violations to responsible persons or to cause the abatement of public nuisances in a different manner, including without limitation, by court orders arising from the City's exercise of its criminal or civil remedies. In such instances, a responsible person shall receive a right to hearing and other due process rights through the court process.

8.40.130 Consequence of an Untimely Appeal.

A. If a timely appeal and/or payment of the appeal fee is not received by the City Clerk, the right to appeal is waived and the Notice of Abatement is final and

binding. In such instances, the City may, without any administrative hearing, cause the abatement with City personnel of any or all of the nuisance conditions or activities stated in the Notice of Abatement. Entry onto private real property that is both improved and occupied shall, excepting instances of an imminent hazard, be pursuant to a warrant from a court of competent jurisdiction. The City shall follow the procedures stated in this Chapter for recovery of all abatement costs, fees and expenses (incidental or otherwise).

B. Nothing contained in this Chapter shall obligate the City to undertake abatement actions pursuant to a Notice of Abatement, whether or not there is a timely appeal.

8.40.140 Abatement by Responsible Person Prior to Hearing.

A. Any responsible person shall have the right to abate a nuisance in accordance with the Notice of Abatement at his or her own expense, provided all corrective actions are completed with all required City permits, approvals and inspections, prior to the date the matter is set for a hearing.

B. A hearing shall be cancelled if all nuisance conditions or activities are, as determined by the City, fully and lawfully abated prior thereto.

8.40.150 Review by Hearing Officer.

A. Any responsible person who contests a Notice of Abatement shall, subject to filing a timely appeal, obtain review thereof before a hearing officer. The administrative appeal shall be scheduled no later than sixty (60) calendar days, and no sooner than ten (10) calendar days, after receipt of a timely filed request for appeal. The appellants listed on the written request for an appeal shall be notified in writing of the date, time, and location of the hearing at least ten (10) calendar days prior to the date of the hearing.

B. Any request by an appellant to continue a hearing must be submitted to the City Clerk in writing no later than two (2) business days before the date scheduled for the hearing. The hearing officer may continue a hearing for good cause or on his/her own motion; however, in no event may the hearing be continued for more than thirty (30) calendar days without stipulation by all parties.

C. At the place and time set forth in the notification of appeal hearing, the hearing officer shall hear and consider the testimony of the appealing person(s), the issuing officer, and/or their witnesses, as well as any documentary evidence presented by these persons concerning the alleged public nuisance(s).

D. Appeal hearings are informal, and formal rules of evidence and discovery do not apply. The City bears the burden of proof to establish a nuisance exists by a preponderance of evidence. The issuance of a Notice of Abatement shall constitute prima facie evidence of the violation. The appellant, and the enforcement officer issuing the Notice, if present, as well as all other responsible persons, shall have the opportunity to present evidence and to present and cross-examine witnesses. The appellant and the enforcement officer issuing the Notice of Abatement, or other responsible persons, may represent himself/herself/themselves or be represented by anyone of his/her/their choice. The appellant, or other interested persons, may bring an interpreter to the hearing at his/her/their sole expense. The City may, at its discretion, record the hearing by stenographer or court reporter, audio recording, or video recording. The hearing officer may question any person who presents evidence or who testifies at any hearing.

E. The appellant, or other interested persons, may appear at the hearing in person or by written declaration executed under penalty of perjury. Said declaration and any documents in support thereof shall be tendered to and received by the Office of the City Clerk at least three (3) City business days prior to the hearing. If all appellants and interested persons elect to appear at the hearing by written declaration, the enforcement officer who issued the Notice of Abatement shall not be required to attend or participate at the hearing.

F. If the appellant fails, or other responsible persons fail, to appear, or to otherwise submit a written declaration or any admissible evidence demonstrating the non-existence of the alleged nuisance(s), the hearing officer shall cancel the hearing and send a notice thereof to the responsible person(s) by first class mail to the address (es) stated on the appeal form. A cancellation of a hearing due to non-appearance of the appellant shall constitute the appellant's waiver of the right to appeal. In such instances, the Notice of Abatement is final and binding.

8.40.160 Decision of Hearing Officer; Order of Abatement.

A. Not later than fifteen (15) calendar days following conclusion of the hearing, the hearing officer shall determine if any nuisance condition exists at the subject property. If the hearing officer determines that each nuisance condition described in the Notice of Abatement is non-existent, the Notice of Abatement shall be deemed cancelled. If the hearing officer determines that one or more of the nuisance conditions described in the Notice of Abatement exists, he/she shall issue a written Order of Abatement which shall contain the following:

1. A finding and description of each nuisance condition existing at the subject property.

2. The name of each person responsible for a nuisance condition or conditions at the subject property, as well as the name of any person who is not responsible therefor.

3. The required corrective action and a compliance period for each unabated nuisance condition.

4. Any other finding, determination or requirement that is relevant or related to the subject matter of the appeal.

5. The following statement: "The decision of the Hearing Officer is final, conclusive and binding. Judicial review of this decision is subject to the provisions and time limits set forth in California Code of Civil Procedure Sections 1094.6 et seq."

B. Notwithstanding any provision of the Code to the contrary, the decision of the hearing officer is final and conclusive.

C. A copy of the decision shall be served by first class mail on each responsible person to whom the Notice of Abatement was issued. If the owner is not an appellant, a copy of the Order of Abatement shall also be served on the owner by first class mail to the address shown on the last equalized assessment roll. Failure of a person to receive a properly addressed decision shall not invalidate any action or proceeding by the City pursuant to this Chapter.

8.40.170 Abatement of Nuisance by Responsible Persons Prior to City Abatement Actions.

A. Any responsible person shall have the right to fully abate a nuisance in accordance with the Hearing Officer's decision prior to the date of entry of City Personnel upon the subject real property, provided that all corrective actions are completed with all required City permits, approvals and inspections, prior to said entry date. In such instances, all administrative proceedings shall be cancelled, with the exception of the City's right to seek recovery of its incurred incidental expenses, Code Enforcement Fees, and Attorney's Fees as provided by and pursuant to the provisions of Chapter 1.28 of this Code.

B. Once the City enters a subject real property to abate a public nuisance, it shall have the right to complete this action.

C. It is unlawful and a misdemeanor for any person to obstruct, impede, or interfere with City Personnel in the performance of any act that is carried out to abate a public nuisance.

D. All buildings, structures, and/or personal property that are removed by City Personnel from premises in the abatement of a nuisance shall be lawfully disposed of or destroyed without regard to its actual or salvage value, if any.

8.40.180 Emergency Action to Abate an Imminent Hazard.

A. Notwithstanding any provision of the Covina Municipal Code to the contrary, the Police Chief, the Fire Chief, or the Building Official, or any of their designees, may cause a public nuisance to be summarily abated if it is determined that the nuisance creates an imminent hazard to a person or persons, or to other real or personal property.

B. Prior to abating nuisance that creates an imminent hazard, the City Manager shall attempt to notify a responsible person by telephone or in writing of the imminent hazard and request its abatement by said person; provided however, that the City Manager may dispense with any attempt at prior notification of a responsible person if, in the sole discretion of the City Manager, the nature or severity of the hazard does not reasonably allow for such prior notification. If notice has been so given, but, in the sole discretion of the City Manager, the responsible person(s) fail(s) to take immediate and meaningful steps to abate the imminent hazard, the City may abate the nuisance with City Personnel without further notice, and charge the costs and fees thereof to the responsible person(s).

C. Within ten (10) business days following emergency action of City Personnel to abate an imminent hazard, the City shall serve any responsible person with a Notice of Emergency Abatement by City Personnel of an Imminent Hazard by first class mail. Notice to a property owner shall be mailed to the mailing address set forth in the last equalized assessment roll of the Los Angeles County Assessor's Office. Failure of any responsible person to receive a properly addressed Notice of Emergency Abatement by City Personnel of an Imminent Hazard by mail shall not invalidate any action or proceeding pursuant to this Chapter.

D. A Notice of Emergency Abatement by City Personnel of an Imminent Hazard shall contain the following provisions:

1. The name of all known responsible persons who are being served with the Notice of Emergency Abatement by City Personnel of an Imminent Hazard and the address of the real property on which the imminent hazard was present.

2. A brief description of the condition(s) and reasons why it constituted an imminent hazard.

3. A brief description of the law prohibiting or pertaining to the imminent hazard.

4. A brief description of the actions City Personnel took to abate the imminent hazard.

E. Omission of any of the foregoing provisions in a Notice of Emergency Abatement by City Personnel of an Imminent Hazard, whether in whole or in part, or the failure of a responsible person to receive said Notice, or the failure of the City to issue said Notice in a timely fashion, shall not render it defective or render any proceeding or action pursuant to this Chapter invalid.

F. Emergency abatement of an imminent hazard by City Personnel shall not preclude the City from recording a Declaration of Substandard Property in accordance with the provisions of Section 8.40.250 of this Chapter, if conditions thereafter remain at the premises that constitute a violation of law or a public nuisance.

G. The City shall be entitled to recover its fees and costs (incidental or otherwise) for the abatement of an imminent hazard. In such instances, the City shall follow the procedures set forth in this Chapter.

8.40.190 Combination of Notices.

The notices that are authorized by this Chapter may be combined in the discretion of the City.

8.40.200 Establishment of Costs of Abatement.

A. The City shall keep an accounting of the Abatement Costs.

B. The City shall serve a Statement of Abatement Costs on the responsible persons within ninety (90) calendar days after the City's completion of nuisance abatement actions. Service of this statement may be made in the manner provided for in Section 8.40.110 of this Chapter.

C. Unless a timely contest of the Statement of Abatement Costs is filed, a responsible person shall tender the Abatement Costs in U.S. currency to the City within thirty (30) calendar days after the date of service of the Statement of Abatement Costs.

D. A responsible person has the right to contest a Statement of Abatement Costs by filing a written request for contest with the Office of the City Clerk – Covina City Hall, 125 E. College Street, Covina, CA 91723 within ten (10) calendar days after service of the Statement of Abatement Costs.

1. A written request for contest shall contain the following information:

(a) Name, address, telephone number, and signature of each responsible person who is contesting the Statement of Abatement Costs.

(b) Address and description of the real property upon which the City abated a public nuisance.

(c) Date of the Statement of Abatement Costs being appealed.

(d) Description of the specific Abatement Cost(s) being contested, and a statement of the grounds for contest in sufficient detail to enable the City Council to understand the nature of the controversy.

2. No fee shall be due for the filing of a request for contest of the Statement of Abatement Costs.

E. Failure of the City Clerk to receive a timely appeal request for contest constitutes a waiver of the right to contest a Statement of Abatement Costs. In this event, the Statement of Abatement Costs is final and binding, and the City may proceed to collect its Abatement Costs as contained in a final Statement of Abatement Costs in any manner allowed by law.

F. If a timely request for contest is received by the City Clerk, a hearing shall be set before the hearing officer no later than sixty (60) calendar days, and no sooner than ten (10) calendar days, after receipt of the request for contest. A notice of the date, time and location of the hearing shall be served on all responsible persons who contested the Statement of Abatement Costs by first class mail to the address(es) stated on the request form at least ten (10) calendar days prior to the hearing. Failure of a person requesting a contest to receive a properly addressed notice shall not invalidate any action or proceeding by the City pursuant to this Chapter.

G. Any request by an appellant to continue a hearing must be submitted to the City Clerk in writing no later than five (5) business days before the date scheduled for the hearing. The hearing officer may continue a hearing for good cause or on his or her own motion; however, in no event may the hearing be continued for more sixty (60) calendar days without stipulation by all parties.

H. At the time and place fixed for receiving and considering the request to contest the Statement of Abatement Costs, the City Manager shall hear and pass upon the evidence submitted by City Personnel, together with any objections or protests raised by responsible persons liable for said costs. Testimony and evidence shall be limited to issues related to the abatement costs, and no person shall be permitted to present evidence or testimony challenging the existence of a public nuisance or the manner of abatement as described in the Notice of Abatement. Thereupon, the City

Manager may make such revision, correction or modification to the statement as he or she may deem just, after which the statement, as it is submitted, or as revised, corrected or modified, shall be confirmed. The hearing may be continued from time to time.

I. Notwithstanding any provisions of the Code to the contrary, the decision of the City Manager is final and binding.

J. The City Clerk shall cause a Confirmed Statement of Abatement Costs to be served upon all persons who contested the original statement by first class mail to the address(es) stated on the request form. The City Clerk shall cause a Confirmed Statement of Abatement Costs to be served on the owner of the property on which City Personnel abated a public nuisance by first class mail to the address shown on the last equalized assessment roll (irrespective of whether the owner contested the Statement of Abatement Costs). This document shall also contain the following statement: "The determination of the City Manager is final and binding. Judicial review of the this decision is subject to the provisions and time limits set forth in California Code of Civil Procedure Sections 1094.6 et seq."

K. Failure of a person to receive a properly addressed confirmed statement shall not invalidate any action or proceeding by the City pursuant to this Chapter.

L. A responsible person shall tender the Abatement Costs in U.S. Currency to the City within thirty (30) calendar days after the date of service of the Confirmed Statement of Abatement Costs. The City may thereafter proceed to collect its Abatement Costs as contained in the confirmed Statement of Abatement Costs in any manner allowed by law.

8.40.210 Collection of Abatement Costs by Special Assessment.

A. The City may cause a special assessment to be made upon real property upon which a public nuisance was abated pursuant to California Government Code, Section 38773.5, and future amendments thereto, in the event a Statement of Abatement Costs or a confirmed Statement of Abatement Costs is not paid in a timely manner.

B. A Notice of Special Assessment shall be sent to the owner(s) of the subject real property by certified mail at the time the assessment is the imposed which shall contain the following recitals:

The property may be sold after three years by the tax collector for unpaid delinquent assessments. The tax collector's power of sale shall not be affected by the failure of the property owner to receive

notice. The assessment may be collected at the same time and in the same manner as ordinary municipal taxes are collected, and shall be subject to the same penalties and the same procedure and sale in case of delinquency as provided for ordinary municipal taxes. All laws applicable to the levy, collection and enforcement of municipal taxes shall be applicable to the special assessment. However, if any real property to which the cost of abatement relates has been transferred or conveyed to a bona fide purchaser for value, or if a lien of a bona fide encumbrancer for value has been created and attaches thereon, prior to the date on which the first installment of the taxes would become delinquent, then the cost of abatement shall not result in a lien against the real property but instead shall be transferred to the unsecured roll for collection.

C. The City Attorney or City Prosecutor shall establish the Notice of Special Assessment form for use, or consideration by, the Tax Collector in collecting a special assessment.

D. The Notice of Special Assessment shall be entitled to recordation with the Los Angeles County Recorder's Office.

E. The amount of a Special Assessment shall also constitute a personal obligation of the property owners of land upon which the nuisance was abated.

8.40.220 Collection of Costs of Abatement by Nuisance Abatement Lien.

A. As an alternative to the procedure contained in Section 8.04.210 of this Chapter, the City may cause a nuisance abatement lien to be recorded upon real property upon which a public nuisance was abated pursuant to California Government Code, Section 38773.1, and future amendments thereto, in the event a Statement of Abatement Costs or a confirmed Statement of Abatement Costs is not paid in a timely manner.

B. A lien shall not be recorded prior to serving the owner of record of the parcel of land on which the public nuisance is maintained, with a notice. This document shall be served in the same manner as a summons in a civil action in accordance with Article 3 (commencing with Section 415.10) of Chapter 4 of Title 5 of Part 2 of the Code of Civil Procedure. If the owner of record, after diligent search cannot be found, the notice may be served by posting a copy thereof in a conspicuous place upon the property for a period of 10 days and publication thereof in a newspaper of general circulation published in Los Angeles County pursuant to Section 6062 of the California Government Code.

C. The nuisance abatement lien shall be recorded in the Los Angeles County Recorder's office in the County in which the parcel of land is located and from the date

of recording shall have the force, effect, and priority of a judgment lien.

D. A nuisance abatement lien authorized by this section shall specify the amount of the lien for the City of Covina, the name of the City department or division on whose behalf the lien is imposed, the date of the abatement actions, the street address, legal description and assessor's parcel number of the parcel on which the lien is imposed, and the name and address of the recorded owner of the parcel.

E. In the event that the lien is discharged, released, or satisfied, either through payment or foreclosure, notice of the discharge containing the information specified in Subsection (D) shall be recorded by the City. A nuisance abatement lien and the release of the lien shall be indexed in the grantor-grantee index.

F. A nuisance abatement lien may be foreclosed by an action brought by the City for a money judgment.

G. The City may recover from the property owner any costs incurred regarding the processing and recording of the lien and providing notice to the property owner as part of its foreclosure action to enforce the lien.

H. The amount of a Nuisance Abatement Lien shall also constitute a personal obligation of the property owners of land upon which the nuisance was abated.

8.40.230 Treble the Costs of Abatement.

Pursuant to California Government Code section 38773.7 (or any subsequent amendment thereto), upon entry of a second or subsequent civil or criminal judgment within a two (2) year period finding that an owner of property is responsible for a public nuisance except for public nuisance conditions abated pursuant to California Health & Safety Code Section 17980 ("State Housing Law"), the court may order that person to pay treble the costs of the abatement.

8.40.240 Violations and Penalties.

A. Any person who remains in or enters any building or structure that has been ordered to be vacated pursuant to the provisions of this Chapter is guilty of a misdemeanor offense punishable in accordance with Chapter 1.16 of Title 1 of this Code.

B. Any responsible person who fails to comply with an Order of Abatement by completing each of the requisite corrective actions in the manner and time set forth in the Order of Abatement is guilty of a misdemeanor offense punishable in accordance with Chapter 1.16 of Title 1 of this Code.

C. Any person who obstructs, impedes, or interferes with any representative of the City engaged in vacating, repairing, rehabilitating, or demolishing and removing any property pursuant to the provisions of this Chapter is guilty of a misdemeanor offense punishable in accordance with Chapter 1.16 of Title 1 of this Code.

D. Any person who defaces, alters, or removes any notice or order posted as required in this Chapter is guilty of a misdemeanor offense punishable in accordance with Chapter 1.16 of Title 1 of this Code.

E. Each person shall be guilty of a separate offense for each and every day, or part thereof, during which a violation of this Chapter, or of any law or regulation referenced herein, is allowed, committed, continued, maintained or permitted by such person, and shall be punishable accordingly.

Part 3 – Recordation of Substandard Notice

8.40.250 Recordation of Substandard Notice.

A. Notwithstanding any provision of the Covina Municipal Code to the contrary, if the City determines that any property, building or structure, or any part thereof, is in violation of any provision of the Covina Municipal Code and said violation has not been fully abated or corrected, as determined by the City, in the manner and time provided in any written notice to a responsible person, then the City, in its sole discretion, may record a Declaration of Substandard Property with the Los Angeles County Recorder's Office against said premises. As used herein, "fully abated or corrected" includes the procurement of all required City approvals, permits, licenses and the passage of all City required inspections.

B. A Declaration of Substandard Property shall not be recorded unless the City has first issued a written notice (in any form) to the owner of real property (i) identifying and requiring correction of a public nuisance condition; and, (ii) disclosing that a Declaration of Substandard Property may be recorded against the real property if the public nuisance condition(s) is/are not fully abated or corrected in the manner and time delineated in said notice, as determined by the City.

1. If the notice required pursuant to Section 8.40.250 B. was comprised of a Notice of Abatement as defined in this Chapter or of an administrative citation issued pursuant to Chapter 1.26 of Title 1 of this Code, a Declaration of Substandard Property shall not be recorded unless the Notice of Abatement and/or administrative citation is deemed a final and binding City decision.

C. The form that constitutes a Declaration of Substandard Property shall be approved by the City Attorney or the City Prosecutor.

D. The City shall record a Notice of Rescission of Declaration of Substandard Property with the Los Angeles County Recorder's Office within ten (10) business days of its determination that a violation or a public nuisance has been fully abated or corrected.

E. The City shall cause copies of recorded Declarations of Substandard Property and Notices of Rescission of Declaration of Substandard Property to be served on all persons having an ownership interest in the subject real property as shown in the last equalized assessment roll of the Los Angeles County Assessor's Office. Service thereof shall be by first class mail. Failure of any person to receive such notices shall not invalidate any action or proceeding pursuant to this Chapter.

8.40.260 Applicability of Other Laws.

A. This Chapter does not exclusively regulate the conditions and use of property within the City. This Chapter shall supplement other provisions of this Code and other statutes, ordinances or regulations now existing or subsequently enacted by the City, the State or any other entity or agency having jurisdiction.

B. The procedures for abatement set forth in this Chapter are not exclusive and are in addition to any other provisions set forth in this Code or by State law for the abatement of public nuisances."

SECTION 3: If any section, subsection, paragraph, sentence, clause or phrase of this Chapter is declared by a court of competent jurisdiction to be unconstitutional or otherwise invalid, such decision shall not affect the validity of the remaining portions of this Chapter. The City Council declares that it would have adopted this Chapter, and each section, subsection, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more sections, subsections, phrases, or portions be declared invalid or unconstitutional.

SECTION 4. This Ordinance shall take effect thirty (30) days after its adoption.

SECTION 5: The City Clerk, or her duly appointed deputy, shall attest 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.

SECTION 6: 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.

SIGNED AND APPROVED this _____ day of _____, 2013.

KEVIN STAPLETON, MAYOR

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

I HEREBY CERTIFY that the above and foregoing ordinance was duly passed and adopted by the Covina City Council at its regular meeting held on the _____ day of _____, 2013, by the following vote, to wit:

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

City Clerk

CITY OF COVINA
AGENDA ITEM COMMENTARY

MEETING DATE: February 2, 2013

ITEM NO.: NB 1

STAFF SOURCE: Kalieh Honish, Interim Director of Public Works *AK*
Chief Kim Raney, Covina Police Department
Captain David Povero, Covina Police Department
Alex Gonzalez, Assistant Director of Public Works

ITEM TITLE: Consider Ordinance No. 13-2018 Repealing Chapter 17.59 (“Maintenance of Real Property”) of Title 17 (“Zoning”) of the Covina Municipal Code

STAFF RECOMMENDATION

1. Introduce and waive further reading of **Ordinance No. 13-2018**, repealing Chapter 17.59 (“Maintenance of Real Property”) of Title 17 (“Zoning”) of the Covina Municipal Code; and
2. Schedule second reading and consideration of adoption of Ordinance No. 13-2018 for the regular City Council meeting of February 19, 2013.

FISCAL IMPACT

The provisions of Chapter 17.59 become duplicative and are no longer necessary with the passage of an updated Chapter 8.40. Therefore, the repeal of Chapter 17.59 is intended to have no effect on the City’s General Fund.

BACKGROUND

As noted in the October 2, 2012 special meeting of the Covina City Council related to field operations for Code Enforcement and Police, there has been a substantial increase (+352% from 2006 to 2011) in property inspections related to code enforcement cases. This caseload increase, which accompanied the 2008 economic downturn and the foreclosure crises, led to a streamlining of operations to focus on the most egregious violations while attempting to simplify the processing of minor infractions. Protecting the health, welfare and safety of the general public under the current provisions of the Municipal Code was shown to be problematic when dealing with absentee land owners and foreclosed properties with existing staff resources under increased caseloads, so the City Prosecutor was enlisted to review Chapters 1.26, 1.28, 8.40 and 17.59. As part of their work, the City Prosecutor, City Attorney, and staff partnered to consolidate the property maintenance regulations in Chapter 17.59 into the new and enhanced Chapter 8.40 related to abatement of nuisances. The City Council is considering approval of Ordinance 12-2017 on February 5, 2013, repealing the old Chapter 8.40 and adopting the new Chapter 8.40 of the Covina Municipal Code.

With two exceptions, the new Chapter 8.40 fully incorporates the provisions of Chapter 17.59 and, therefore, there will no longer be a need to maintain Chapter 17.59 in the Code. Further, the two exceptions no longer need to be maintained in Chapter 17.59 for the following reasons:

- Chapter 17.59's satellite dish regulations need not be maintained, as the City's ability to regulate them is seriously limited by Federal regulations.
- Chapter 17.59's provisions banning the parking of recreational vehicles in front or side yard setbacks need not be maintained at present, as they will be incorporated into the future zoning code update under another chapter.

On January 22, 2013 the City of Covina Planning Commission approved Resolution No. 2013-001 PC, which recommends that the Covina City Council approve Ordinance 13-2018 which repeals Chapter 17.59.

An overview of the changes to Chapters 1.26, 1.28 and 8.40 were previously presented to the City Council at a public workshop on October 2, 2012 by the Police and Public Works Departments, as a potential tool for City Officials, especially for Code Enforcement field operations, to maintain community safety standards. Since that time, the City Attorney's Office and the City Prosecutor have reviewed the changes to all three Chapters and added certain provisions to ensure the ordinance's compliance with recent case law. This item is now introduced as directed by the Covina City Council at the public workshop of October 2, 2012, as well as the Strategic Planning session of October 25, 2012.

RELEVANCE TO THE STRATEGIC PLAN

On October 25, 2012 the City held a Strategic Planning session which directed staff to return to Council with revisions to the Municipal Code in order to enhance Code Enforcement efforts, under the goal of improving safety and quality of life in Covina.

EXHIBITS

A. Ordinance No. 13-2018

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

ORDINANCE NO. 13-2018

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COVINA
REPEALING CHAPTER 17.59 ("MAINTENANCE OF REAL PROPERTY") OF
TITLE 17 ("ZONING") OF THE COVINA MUNICIPAL CODE**

WHEREAS, the City currently has procedures for the identification, investigation and abatement of "real property nuisances" within the City's "Health and Safety" and "Zoning" titles of the Municipal Code, and the City Council wishes to consolidate such regulations by deleting the current Chapter 17.59 ("Maintenance of Real Property") and creating a new, unified Chapter 8.40 ("Public Nuisances").

WHEREAS, the City Council of Covina desires to revise provisions of Chapter 1.26, including but not limited to administrative procedures relating to the imposition, enforcement, collection of administrative fines, and the administrative review of administrative citations.

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

SECTION 1: Chapter 17.59 ("Maintenance of Real Property") of Title 17 ("Zoning") of the Covina Municipal Code is hereby repealed and deleted in its entirety; however, that such repeal shall not affect or excuse any violation of said Chapter that occurred prior to the effective date of this Ordinance, nor shall such repeal impede, deter, impact, or negate any administrative, civil, or criminal enforcement of any violation of said Chapter that occurred prior to the effective date of this Ordinance.

SECTION 2: The City Clerk, or her duly appointed deputy, shall attest to the adoption of this Ordinance, and shall cause this Ordinance to be posted in the manner required by law.

ORDINANCE NO. 13-2018 HAD ITS FIRST READING ON FEBRUARY 5, 2013, ITS SECOND READING ON FEBRUARY 19, 2013, AND WAS DULY PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COVINA AT ITS REGULAR MEETING OF _____, 2013.

SIGNED AND APPROVED this _____ day of _____, 2013.

KEVIN STAPLETON, MAYOR

ATTEST: