



AGENDA
REGULAR MEETING OF
LA PUENTE CITY COUNCIL AND SUCCESSOR AGENCY
COUNCIL CHAMBERS
15900 EAST MAIN STREET, LA PUENTE
FEBRUARY 12, 2019
6:30 P.M. CLOSED SESSION
7:00 P.M. REGULAR SESSION

6:30 P.M. CLOSED SESSION AGENDA

CALL TO ORDER

ROLL CALL

COUNCIL/AGENCY MEMBERS: Munoz, Klinakis, Holloway, Lewis and Solis

ORAL COMMUNICATIONS

At this time, only item(s) on the Closed Session agenda may be discussed in Public Comments.

RECESS INTO CLOSED SESSION

CLOSED SESSION

1. THE CITY COUNCIL WILL RECESS TO CLOSED SESSION, CONFERENCE WITH LEGAL COUNSEL ANTICIPATED LITIGATION, Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2) (three cases)

RECONVENE TO OPEN SESSION

REPORT OUT OF CLOSED SESSION

7:00 P.M. REGULAR SESSION

CALL TO ORDER

ROLL CALL

COUNCIL/AGENCY MEMBERS: Munoz, Klinakis, Holloway, Lewis and Solis

PLEDGE OF ALLEGIANCE

PRESENTATIONS

Introduction of LEAD Students Attending the City Council Meeting

Certificate of Recognition to Mary Blemker for Staff Training

Presentation by Dr. Richard Shope Regarding the Wisdom of Water Conservation

ORAL COMMUNICATIONS

If you wish to address the City Council - Successor Agency on an item other than a closed session and public hearing matter, please complete the Request for Oral Presentation form and submit it to the City Clerk no later than prior to the conclusion of the first speaker's remarks. (Ordinance No. 06-843.)

BOARDS/COMMISSION/COMMITTEE REPORTS

Council Members provide a report on any Boards/Commission/Committee meetings, listed below, that they have attended or that have occurred.

<u>ORGANIZATION</u>	<u>DEL/ALT</u>	<u>MONTHLY MEETINGS</u>	<u>TIME</u>
California Contract Cities Association	Solis/Munoz	3 rd Wednesday	6:30 p.m.
Sanitation District 15 & 21	Munoz/Klinakis	4 th Wednesday	1:30 p.m.
League of California Cities L.A. Div.	Solis/Lewis	1 st Thursday	6:30 p.m.
City Selection Committee	Munoz/Lewis	When Necessary	6:30 p.m.
San Gabriel Valley COG	Holloway/Klinakis	3 rd Thursday	6:00 p.m.
Southern California JPIA	Klinakis/All Council	4 th Wednesday	6:30 p.m.
Foothill Transit Governing Board	Munoz/Lewis	3 times per year or as needed	7:30 a.m.
San Gabriel Valley Mosquito & Vector Control District	Holloway	2 nd Friday	7:00 a.m.

A. MINUTES OF PREVIOUS CITY COUNCIL AND SUCCESSOR AGENCY MEETINGS

A-1 READ AND APPROVE THE MINUTES OF THE CITY COUNCIL AND SUCCESSOR AGENCY MEETING OF JANUARY 22, 2019

Staff Recommendation: It is recommended that the City Council and Successor Agency waive the reading and approve the Minutes of the City Council and Successor Agency meeting of January 22, 2019.

B. PUBLIC HEARINGS BEFORE THE CITY COUNCIL – None

C. UNFINISHED BUSINESS OF THE CITY COUNCIL

C-1 CONSIDERATION OF THE RECOMMENDATION MADE BY THE LA PUENTE PARK MASTER PLAN YOUTH PROGRAM OVERSIGHT AD HOC COMMITTEE TO ADOPT THE LA PUENTE PARK MASTER PLAN

Staff Recommendation: It is recommended that the City Council approve the recommendation made by the La Puente Park Master Plan Youth Programming Ad Hoc Committee to adopt the La Puente Park Master Plan.

D. CITY COUNCIL AND SUCCESSOR AGENCY CONSENT CALENDAR

All matters listed under Consent Calendar are considered to be routine in nature and may be enacted by one motion approving the recommendation listed on the Agenda. One or more items may be removed from the Consent Calendar so that said item(s) may be discussed and considered individually by the City Council/Successor Agency, if a motion to remove the item(s) is approved by an affirmative vote of a majority of the members of the City Council/Successor Agency. Those specific item(s) will be considered as the first item under New Business.

D-1 CONSIDERATION OF RESOLUTIONS APPROVING WARRANT REGISTER NOS. 1464 AND 61

Staff Recommendation: It is recommended that the City Council and Successor Agency adopt Resolution No. 19-5465 approving Warrant Register No. 1464 and Resolution No. SA 19-91 approving Warrant Register No. 61.

D-2 CONSIDERATION OF A RESOLUTION APPROVING A REQUEST FOR A FEE WAIVER FOR THE LA PUENTE KIWANIS CLUB'S THIRD ANNUAL CAR SHOW IN THE AMOUNT OF \$2,023.92

Staff Recommendation: It is recommended that the City Council adopt Resolution No. 19-5466 approving a request for a fee waiver for the La Puente Kiwanis Club's fourth annual car show in the amount of \$2,023.92.

D-3 CONSIDERATION OF APPROVAL OF A LANDSCAPE MAINTENANCE AGREEMENT WITH LANDSCAPE WEST MANAGEMENT SERVICES, INC. FOR LANDSCAPING SERVICES IN AN AMOUNT NOT TO EXCEED \$331,169.00

Staff Recommendation: It is recommended that the City Council approve the Agreement with Landscape West Management Services, Inc. for landscaping services in an amount not to exceed \$331,169.00.

D-4 MID-YEAR FINANCIAL REVIEW AND CONSIDERATION OF RESOLUTIONS AMENDING THE FISCAL YEAR 2018/19 OPERATING AND CAPITAL BUDGETS

Staff Recommendation: It is recommended that the City Council: (1) receive and file the Mid-Year Financial Review for FY 2018/19; (2) adopt Resolution No. 19-5467, amending the adopted Operating Budget for Fiscal Year 2018/19 Operating Budget in the amount of \$58,710.00; and (3) adopt Resolution No. 19-5468 amending the adopted Capital Improvement Program Budget for Fiscal Year 2018/19 in the amount of \$70,000.00.

- D-5 CONSIDERATION OF A GRANT AGREEMENT WITH FOOTHILL TRANSIT IN THE AMOUNT OF \$40,000 FOR THE REPLACEMENT BUS SHELTER STRUCTURES IN THE CITY

Staff Recommendation: It is recommended that the City Council approve the Bus Stop Enhancements Agreement with Foothill Transit.

- D-6 CONSIDERATION OF APPROVAL OF A PURCHASE ORDER CONTRACT WITH PUENTE HILLS FORD FOR THE PURCHASE OF TWO NEW 2019 FORD F-150 XLT TRUCKS

Staff Recommendation: It is recommended that the City Council: (1) approve a purchase order contract in the amount of \$58,293.30 with Puente Hills Ford for the purchase of two new 2019 Ford F-150 XLTs; and (2) authorize the City Manager to execute, on behalf of the City, all documents necessary to effectuate this action.

- D-7 CONSIDERATION OF A PROFESSIONAL SERVICES AGREEMENT WITH RELIABLE BUILDING SERVICES, INC. FOR JANITORIAL SERVICES FOR CITY HALL, THE SENIOR CENTER AND COMMUNITY CENTER / YOUTH LEARNING ACTIVITY CENTER IN AN AMOUNT NOT TO EXCEED \$55,663.00 ANNUALLY

Staff Recommendation: It is recommended that the City Council approve the Maintenance Services Agreement with Reliable Building Services, Inc. for janitorial services in an amount not to exceed \$55,663.00.

E. NEW BUSINESS TO BE CONSIDERED BY THE CITY COUNCIL

- E-1 DISCUSSION AND DIRECTION REGARDING APPOINTMENT TO THE PLANNING COMMISSION DUE TO AN UNSCHEDULED VACANCY

Staff Recommendation: It is recommended that the City Council provide direction to Staff regarding the appointment of a Planning Commissioner due to an unscheduled vacancy.

- E-2 DISCUSSION AND DIRECTION REGARDING MOVING THE LOCATION OF THE LA PUENTE LIVE WEEKLY OPEN AIR MARKET AND CONSIDERATION OF EXTENDING A PROFESSIONAL SERVICES AGREEMENT TO SEMPER ANTICUS TO CONTINUE ITS OPERATION OF THE WEEKLY MARKET

Staff Recommendation: It is recommended that the City Council approve the relocation of the La Puente Live Weekly Open Air Market from Main Street to Central Avenue and Stimson Avenue and authorize the City Manager to provide direction to the City Attorney's office to draft an amendment to the Professional Services and License Agreement No. 15-1179 with Semper Anticus.

ADHOC COMMITTEE REPORTS

Council Members provide a report on any Ad Hoc Committee meetings that they have attended.

<u>NAME</u>	<u>MEMBERS</u>
1. Landscape & Lighting District	Munoz/Lewis
2. Code Enforcement	Klinakis/Lewis
3. La Puente Park Master Plan and Youth Program Oversight	Munoz/Lewis
4. Military Banner Recognition Program	Munoz/Solis
5. Grant Writing	Munoz/Solis
6. Traffic Sign Inventory and Revitalization	Klinakis/Lewis
7. Noise Ordinance	Holloway/Solis
8. Comprehensive Fee Schedule	Klinakis/Solis
9. Communications	Holloway/Lewis
10. Puente Pride	Holloway/Solis
11. Electronic Billboards	Klinakis/Holloway

AB 1234 REPORTS

ORAL COMMENTS FROM COUNCIL

ORAL COMMENTS FROM STAFF

ADJOURNMENT

AVAILABILITY

Any writings or documents provided to a majority of the City Council/Successor Agency regarding any item on this agenda will be made available for public inspection at the City Clerk Department at City Hall located at 15900 E. Main Street and the Reference Desk at the Library located at 15920 E. Central during normal business hours. In addition, such writings and documents will be posted on the City's website at <http://www.lapueente.org>.

AMERICANS WITH DISABILITIES

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in a City meeting or other services offered by the City, please contact the City Clerk's Office at (626) 855-1500. Notification at least 48 hours prior to the meeting or time when services are needed will assist City staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting or service.

MEETING TIMES

Meetings of the City Council shall be adjourned no later than 10:30 p.m., unless a motion to supersede the 10:30 time limit to consider some or all of the remaining items listed on the Agenda, or to consider items which have been added to the Agenda in accordance with the provisions of the Ralph M. Brown Act, Government Code Section 54950, et seq., is approved by a majority of the members of the City Council. (Ordinance No. 95-727.)

CERTIFICATION

I hereby certify under penalty of perjury, under the laws of the State of California that the foregoing agenda was posted in accordance with the applicable legal requirements.

Dated this 7th day of February, 2019.



Sheryl Garcia, City Clerk

MINUTES
LA PUENTE CITY COUNCIL AND SUCCESSOR AGENCY
SPECIAL AND REGULAR MEETINGS OF
JANUARY 22, 2019

Per *Robert's Rules of Order Newly Revised 11th Edition*, minutes are a record of the actions taken by the body. These minutes do not include a summary of the discussion but only reflect the action taken by the body. A complete audio recording of this meeting is available on the City's website www.lapueente.org.

Special and Regular Meetings of the City Council of the City of La Puente were held in the Council Chambers of City Hall, 15900 East Main Street, La Puente, California, on Tuesday, January 22, 2019, at 5:30 p.m.

5:30 P.M.
SPECIAL AND CLOSED SESSION

CALL TO ORDER

Mayor Munoz called the meeting to order at 5:32 p.m.

ROLL CALL

Members present: Munoz, Klinakis, Holloway, Lewis and Solis

Members absent: None.

Staff members present: City Manager Bob Lindsey, City Attorney James Casso, Director of Administrative Services Troy Butzlaff, Director of Development Services John Di Mario, City Clerk Sheryl Garcia, Director of Community Services Roxanne Lerma, and Management Assistant Cece Dunlap.

PLEDGE OF ALLEGIANCE

Council Member Solis led the Pledge of Allegiance.

ORAL COMMUNICATIONS – None.

SM-1 DISCUSSION, DIRECTION AND REPORT FROM THE LA PUENTE PARK MASTER PLAN AND YOUTH PROGRAM OVERSIGHT AD HOC COMMITTEE REGARDING THE LA PUENTE PARK MASTER PLAN

Mayor Munoz thanked her colleagues for attending the special meeting to discuss the final phases of the park master plan and noted that there are time sensitive grants that are pending the approval of the final plan. Mayor Munoz opened the forum for discussion and requested that this item be brought back to the City Council on February 12, 2018, for final approval and adoption. Council Member Lewis mentioned that the ad hoc

committee for the Park Master Plan met with EDSA Principal, Kona Gray, to update phasing based on community needs.

Discussion ensued regarding preliminary funding, skate park location and phasing, maintenance yard relocation, and ongoing discussions with the school district regarding sharing the maintenance yard. Further discussion ensued regarding project time frame goals, completing multiple phases at one time, and the handball court.

EDSA Principal, Kona Gray, was conferenced into the meeting via phone call. In response to an inquiry by Council Member Holloway, project consultant Gray stated that Phase 5 with pavilion and landscaping was estimated to be approximately \$1-3 million, while the skate park itself would be within the budgeted \$750,000.

Council Member Lewis noted that a plan needs to be in place in order to receive funding. Discussion ensued regarding final pavilion costs and graffiti resistant coatings, location and the maintenance yard.

Project consultant Gray noted that potential grants and funding from Los Angeles County are outlined in the Master Plan report, and there are nationwide foundations that can potentially provide money to the City. He stated that phasing needs to be identified and a project needs to be chosen before the City can receive funding.

In response to an inquiry by Mayor Munoz regarding the day-to-day oversight of the master park plan project, project consultant Gray recommended to the City Council that there be a dedicated person that can manage a project of this magnitude, assist with grant writing, and make sure everything is organized and executed in the agreed timeframe.

In response to an inquiry by Council Member Lewis regarding LA County Measure A, project consultant Gray spoke about approving the master plan and designing the first project before LA County releases funds to the City. Director of Administrative Services Butzlaff confirmed that the City needs to have a plan before the County allows the expenditure of funds, and spoke about the two different funds available and the eligibility requirements.

In response to an inquiry by Council Member Solis, project consultant Gray stated that the sidewalks will be designed wide enough for maintenance trucks and emergency vehicles.

Mayor Munoz recessed the special meeting at 6:38 p.m. and convened the 6:30 p.m. regular session.

6:30 P.M. AGENDA
CLOSED SESSION

CALL TO ORDER

Mayor Munoz called the meeting to order at 6:38 p.m.

ROLL CALL

Members present: Munoz, Klinakis, Holloway, Lewis and Solis

Members absent: None.

Staff members present: City Manager Bob Lindsey, City Attorney James Casso, Director of Administrative Services Troy Butzlaff, Director of Development Services John Di Mario, City Clerk Sheryl Garcia, Director of Community Services Roxanne Lerma, Finance Manager Troy Grunklee, Management Analyst Anissa Livas, Management Assistant Cece Dunlap, and City Engineer William Pagett.

ORAL COMMUNICATIONS – None.

RECESS INTO CLOSED SESSION

The City Council recessed into closed session at 6:38 p.m. to discuss items as posted on the special and regular meeting agendas.

Special meeting item:

1. THE CITY COUNCIL WILL RECESS TO CLOSED SESSION, CONFERENCE WITH LEGAL COUNSEL ANTICIPATED LITIGATION, Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2) (one case)

Regular meeting items:

1. THE CITY COUNCIL WILL RECESS TO CLOSED SESSION, CONFERENCE WITH LEGAL COUNSEL ANTICIPATED LITIGATION, Initiation of litigation pursuant to Government Code Section 54956.9(d)(4) (one case)
2. THE CITY COUNCIL WILL RECESS TO CLOSED SESSION, CONFERENCE WITH LEGAL COUNSEL ANTICIPATED LITIGATION, Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2) (two cases)

RECONVENE TO OPEN SESSION

The City Council reconvened to open session at 7:33 p.m.

REPORT OUT OF CLOSED SESSION

City Attorney Casso reported that as to the 5:30 p.m. special meeting closed session Item 1, direction was given to staff. No reportable action was taken and there was nothing further to report.

There being no further business before the City Council, Mayor Munoz adjourned the special meeting at 7:33 p.m.

City Attorney Casso reported that as to 6:30 p.m. regular meeting closed session Item 1, direction was given to the City Attorney's office and Staff. No reportable action was taken.

City Attorney Casso reported that as to Item 2, direction was given to the City Attorney and Staff. No reportable action was taken and there was nothing further to report.

7:00 P.M. AGENDA OPEN SESSION

CALL TO ORDER

Mayor Munoz called the meeting to order at 7:34 p.m.

ROLL CALL

Members present: Munoz, Klinakis, Holloway, Lewis, and Solis.

Members absent: None.

Staff members present: City Manager Bob Lindsey, City Attorney James Casso, Director of Administrative Services Troy Butzlaff, Director of Development Services John Di Mario, City Clerk Sheryl Garcia, Director of Community Services Roxanne Lerma, Finance Manager Troy Grunklee, Management Analyst Anissa Livas, Management Assistant Cece Dunlap, and City Engineer William Pagett.

PRESENTATIONS – None.

ORAL COMMUNICATIONS

Manuel Maldonado spoke regarding the rainy weather, potholes on California Avenue, and commended the SAO team for addressing community issues and for being bilingual.

BOARDS/COMMISSION/COMMITTEE REPORTS

Council Member Holloway provided handouts to the City Council from a recent San Gabriel Valley Council of Governments strategic planning workshop that he attended.

A. MINUTES OF PREVIOUS CITY COUNCIL AND SUCCESSOR AGENCY

A-1 READ AND APPROVE THE MINUTES OF THE CITY COUNCIL AND SUCCESSOR AGENCY MEETINGS OF JANUARY 8, 2019 AND JANUARY 10, 2019

A motion was made by Mayor Pro Tem Klinakis, seconded by Council Member Solis, to waive the reading and approve the minutes of the City Council and Successor Agency meetings of January 8 and January 10, 2019. The motion carried by the following roll call vote:

AYES: Munoz, Klinakis, Holloway, Lewis, Solis
NOES: None
ABSTAIN: None
ABSENT: None

B. PUBLIC HEARINGS BEFORE THE CITY COUNCIL

B-1 CONSIDERATION OF COMPREHENSIVE SCHEDULE OF FEES AND CHARGES ASSESSED BY THE CITY FOR SERVICES AND MUNICIPAL ACTIVITIES PROVIDED TO THE PUBLIC

Mayor Munoz stated additional work needs to take place with regard to the fee study which should be addressed at the ad hoc committee level.

Direction was given to re-notice the public hearing and bring this item back to the City Council at its February 26, 2019, meeting.

C. UNFINISHED BUSINESS OF THE CITY COUNCIL

C-1 CONSIDERATION OF COLOR SELECTION FOR CITY STREET NAME SIGNS

Mayor Munoz opened this item up for discussion regarding the color of City street name signs.

Discussion ensued regarding colors for the City street name signs, color of overhead intersection signs, costs of replacing all signs to brown, signs at shared intersections with Los Angeles County, logos on street name signs, and costs of replacing LED overhead street signs.

Council Member Lewis stated that the ad hoc committee did not discuss changing the overhead intersection signs, so there will be a need to rebid the project to determine the true cost of replacing all signs in the City.

Discussion further ensued regarding safety and aesthetic issues of color and reflectivity of the brown signs. Mayor Pro Tem Klinakis stated that the old street name signs could potentially be sold and used for scholarship funds.

Per the City Council's direction, brown was selected for the color of the City street name signs.

D. CITY COUNCIL CONSENT CALENDAR

Mayor Pro Tem Klinakis recused himself from item D-3 due to his involvement with the Youth Activities League.

Council Member Solis pulled items D-1, D-4, and D-5 for further discussion.

A motion was made by Council Member Holloway, seconded by Mayor Munoz, to approve Consent Calendar Items D-2, D-3, D-6 through D-8. The motion carried by the following roll call vote:

AYES: Munoz, Klinakis, Holloway, Lewis, Solis
NOES: None
ABSTAIN: None
ABSENT: None

D-1 CONSIDERATION OF A RESOLUTION APPROVING WARRANT REGISTER NO. 1463

This item was pulled by Council Member Solis for further discussion.

In response to an inquiry by Council Member Solis regarding the accuracy of Los Angeles County Animal Control Services billing, City Manager Lindsey stated that staff is working on auditing animal control services within the City.

A motion was made by Council Member Holloway, seconded by Council Member Solis, to adopt Resolution No. 19-5463 approving Warrant Register No. 1463. The motion carried by the following roll call vote:

AYES: Munoz, Klinakis, Holloway, Lewis, Solis
NOES: None
ABSTAIN: None
ABSENT: None

D-2 CONSIDERATION OF APPOINTMENT OF CITY MANAGER TO THE CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

Action taken: The City Council appointed City Manager Bob Lindsey to the Civic-Recreational-Industrial Authority Board.

D-3 CONSIDERATION OF A REQUEST FOR A FEE WAIVER FOR THE USE OF THE CITY'S GYMNASIUM AT THE LA PUENTE COMMUNITY CENTER BY THE LOS ANGELES COUNTY SHERIFF'S DEPARTMENT INDUSTRY STATION YOUTH ACTIVITIES LEAGUE (YAL) KEMPO PROGRAM

Mayor Pro Tem Klinakis recused himself from this item due to his involvement with the Youth Activities League.

Action Taken: The City Council adopted Resolution No. 19-5464 approving a request for a fee waiver for the Industry Sheriff's Station Youth Activities League to hold classes for the YAL Kempo program at the City's gymnasium at the La Puente Community Center in the amount of \$2,970.

D-4 CONSIDERATION OF APPROVAL OF A PURCHASE ORDER CONTRACT WITH NATIONAL AUTO FLEET GROUP FOR PURCHASE OF TWO NEW 2019 FORD F-150 XLT TRUCKS BY UTILIZING A COOPERATIVE PURCHASE CONTRACT THROUGH SOURCEWELL (FORMERLY NATIONAL JOINT POWERS ALLIANCE)

This item was pulled by Council Member Solis for further discussion.

In response to an inquiry by Council Member Solis, Director of Administrative Services Butzlaff stated that the staff report contemplates the purchase of two new trucks from the vehicle replacement fund.

Discussion ensued regarding the acquirement of competitive bids, giving local businesses the opportunity to bid and AQMD funds.

Direction was given to Staff to re-bid the vehicle purchase and provide the complete cost for the bid to City Council.

D-5 PRESENTATION OF OCTOBER, NOVEMBER AND DECEMBER 2018 REQUISITION SUMMARY REPORTS

This item was pulled by Council Member Solis for further discussion.

In response to an inquiry by Council Member Solis regarding an item on the report, Director of Development Services Di Mario stated that the item is for consultant services to amend the downtown specific plan.

A motion was made by Council Member Holloway, seconded by Council Member Solis, to receive and file the reports. The motion carried by the following roll call vote:

AYES:	Munoz, Klinakis, Holloway, Lewis, Solis
NOES:	None
ABSTAIN:	None
ABSENT:	None

D-6 PRESENTATION OF OCTOBER 2018 INVESTMENT REPORT

Action taken: The City Council received and filed this report.

D-7 PRESENTATION OF NOVEMBER 2018 INVESTMENT REPORT

Action taken: The City Council received and filed this report.

D-8 PRESENTATION OF DECEMBER 2018 INVESTMENT REPORT

Action taken: The City Council received and filed this report.

E. NEW BUSINESS TO BE CONSIDERED BY THE CITY COUNCIL

E-1 PRESENTATION REGARDING NEIGHBORHOOD QUADRANT ASSESSMENT

Code Enforcement Manager Mrakich presented a PowerPoint regarding a multi-departmental survey of the City to help identify quality of life and infrastructure issues including graffiti, street signs, shopping carts, property maintenance, street maintenance, tree maintenance, curb painting, and commercial properties.

Discussion ensued regarding tree trimming maintenance, residential property maintenance, and inventory of parking and fire hydrants repainting.

Discussion further ensued regarding Graffiti Tracker pricing, the differences between Go Request and Graffiti Tracker, and the benefits of graffiti tracking.

Mayor Munoz suggested prioritizing those areas in dire need of maintenance.

ADHOC COMMITTEE REPORTS

Landscape and Lighting District: Nothing to report.

Code Enforcement: Mayor Pro Tem Klinakis stated that he met with Code Enforcement Manager Mrakich to discuss code enforcement issues.

La Puente Park Master Plan and Youth Program Oversight: Council Member Lewis noted that the Park Master Plan is in the final stages and will be brought back to the City Council for consideration of final approval.

Military Banner Recognition Program: Nothing to report.

Grant Writing: Nothing to report.

Traffic Sign Inventory and Revitalization: Nothing to report.

Noise Ordinance: Nothing to report.

Comprehensive Fee Schedule: Nothing to report.

Communications: Nothing to report.

Puente Pride: Nothing to report.

Electronic Billboards: Mayor Pro Tem Klinakis and Council Member Holloway spoke about their visit to LAX to observe the area's billboards.

AB 1234 REPORTS - None

ORAL COMMENTS FROM COUNCIL

Mayor Pro Tem Klinakis spoke about his visit to St. John Vianney's Catholic Church Homeless Shelter, and handed out cards that listed bus pick up locations to the homeless shelter.

In response to an inquiry by Council Member Lewis regarding retrofits for the street lights, Director of Development Services Di Mario provided an update on the street light poles acquired through Southern California Edison.

ORAL COMMENTS FROM STAFF - None

ADJOURNMENT

There being no further business before the City Council, Mayor Munoz adjourned the regular meeting at 9:17 p.m. in memory of Concepcion Rivera and Orelia Mungia.

Approved this 12th day of February, 2019.

Sheryl Garcia
City Clerk

Valerie Munoz
Mayor/Chair



City of La Puente AGENDA REPORT

To: Mayor and City Council For meeting of: February 12, 2019

From: Bob Lindsey, City Manager

By: Roxanne E. Lerma, Director of Community Services

SUBJECT: CONSIDERATION OF THE RECOMMENDATION MADE BY THE LA PUENTE PARK MASTER PLAN YOUTH PROGRAM OVERSIGHT AD HOC COMMITTEE TO ADOPT THE LA PUENTE PARK MASTER PLAN

BACKGROUND

On April 6, 2017, the City of La Puente (“City”) released a Request for Proposal (“RFP”), for a Parks and Recreation Master Plan. The City developed a Park Master Plan for La Puente Park in 1999 which was then modified in 2002 and 2003. That plan was focused on one facility and did not consider the overall parks and recreation needs of the entire populace.

The purpose of this Parks Master Plan is to set appropriate standards for service, to document a comprehensive graphic record of the process, and provide a guiding document for the future that is reflective of the entire parks and recreation system in La Puente and based on the needs of the residents and visitors. To accomplish this the Parks Master Plan will include the following:

- Project Kick-Off, Existing Conditions Inventory and Analysis
- Review of Plans and Documents
- Public Engagement
- Development of Supply/Demand & Demographics/Trend Analysis
- Needs Assessment; Development of Vision, Design guidelines and
- Implementation Strategy
- Master Plan Development –The Final Plan

This item was first presented for the City Council’s consideration at its meeting of November 14, 2017. Staff received direction to bring the item back at the first City Council Meeting in January. January 9, 2018, is the first City Council Meeting in January.

At its meeting of January 9, 2018, the City Council approved a professional service agreement with EDSA, Inc, for the development of a parks master plan in the amount of \$100,500.00.

On January 22, 2019, the City Council held a Special Meeting regarding the La Puente Park Master plan and directed staff to bring the plan forward for adoption at the next meeting.

DISCUSSION

In order to develop the Parks Master Plan, EDSA, Inc. utilized various community outreach efforts in order to engage and solicit feedback from the community. These outreach efforts included the following:

- Three steering Committee Meetings
- Three Community Workshops
- Participation at a Weekly La Puente Live Open Air Market
- Participation at a Summer Concert in the Park
- Development and tracking of an online survey regarding parks and recreation in La Puente

In addition to community outreach, EDSA, Inc. worked extensively with the La Puente Park Master Plan Youth Programming Ad Hoc Committee and conducted one on one interviews with City Council Members.

From these efforts, EDSA, Inc. put together the La Puente Park Master Plan which also includes a Maintenance and Operations Manual and Design Guidelines. The La Puente Park Master Plan also has a phasing and financial component that will assist the City in applying for grants to help fund the parks improvements that are outlined in the La Puente Park Master Plan.

FISCAL IMPACT

The total cost estimate for the improvements outlined in the La Puente Park Master Plan is \$20.6 million.

RECOMMENDATION

It is recommended that the City Council approve the recommendation made by the La Puente Park Master Plan Youth Programming Ad Hoc Committee to adopt the La Puente Park Master Plan.

ATTACHMENTS

Attachment “A”: Amendment to Phasing and Cost Estimates

LA PUENTE CITY PARK PHASING PLAN

PLANO DE FASES DEL PARQUE DE LA PUENTE



LEGEND

- PHASE 1 - 91,078 SF
- PHASE 2 - 102,799 SF
- PHASE 3 - 177,883 SF
- PHASE 4 - 168,852 SF
- PHASE 5 - 49,839 SF
- PHASE 6 - 289,230 SF

COST ESTIMATE

COSTO ESTIMADO

Phase 1 - \$350,000 - \$0.5 million

- Basketball Courts Renovation
- Landscape
- Hardscape
- Lighting
- Furnishings

Phase 2 - \$0.5 million - \$2 million

- Baseball fields
- Football/Soccer field
- Cheer practice area
- Restroom renovations
- Landscape
- Hardscape
- Lighting
- Furnishings

Phase 3 - \$2 million - \$3.0 million

- Splash Pad
- Playground
- Workout Stations
- New Softball Field
- Softball Field Renovation
- Landscape
- Hardscape
- Lighting
- Furnishings

Phase 4 - \$0.5 million - \$1.5 million

- Stage
- Service Yard Relocation
- Amphitheater
- Large Pavilions
- Picnic Pavilions
- Landscape
- Hardscape
- Lighting
- Furnishings

Phase 5 - \$1.6 million - \$3.6 million

- Skate Park
- Fitness pavilion
- Landscape
- Hardscape
- Lighting
- Furnishings

Phase 6 - \$6.7 million - \$10 million

- Parking Garage
- Landscape
- Hardscape
- Lighting
- Furnishings

RESOLUTION NO. 19-5465

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF LA PUENTE ALLOWING CERTAIN CLAIMS AND
DEMANDS IN THE AMOUNT OF \$440,214.72 (WARRANT
REGISTER 1464)**

THE CITY COUNCIL OF THE CITY OF LA PUENTE DOES HEREBY RESOLVE,
DETERMINE AND ORDER AS FOLLOWS:

SECTION 1: That in accordance with Section 37202 of the Government Code, the Director of Administrative Services, or designated representative, hereby certifies, and the City Manager hereby approves the accuracy of the following demands and the availability of funds for payment thereof.

APPROVED

EXAMINED

Bob Lindsey, City Manager

Troy Butzlaff, ICMA-CM
Director of Administrative Services

SECTION 2: That the following claims and demands numbered 787 through 897 and Drafts numbered 00498 through 00516 and ACH number 113 through 114 have been audited as required by law and the same are hereby allowed in the amounts hereinafter set forth on the attached check registers.

CERTIFIED, PURSUANT TO GOVERNMENT CODE, SECTION 37208, AS CONFORMING TO ADOPTED BUDGET, EXCEPT WARRANT NOS: NONE

Sheryl Garcia, City Clerk

PASSED, APPROVED AND ADOPTED this 12th day of February, 2019, by the following vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

Valerie Munoz, Mayor

ATTEST:

Sheryl Garcia, City Clerk



City of La Puente

Check Register Report

By Payment Number

Payment Dates 01/16/2019 - 02/01/2019

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
		AFLAC	AFLAC		0.00
	INV0002656	EMPLOYEE LIFE ASSURANCE		100-20399	83.15
	INV0002656	EMPLOYEE LIFE ASSURANCE		260-20399	12.29
	INV0002656-R	EMPLOYEE LIFE ASSURANCE		100-20399	-83.15
	INV0002656-R	EMPLOYEE LIFE ASSURANCE		260-20399	-12.29
	INV0002657	EMPLOYEE INSURANCE		100-20399	135.10
	INV0002657	EMPLOYEE INSURANCE		260-20399	33.85
	INV0002657-R	EMPLOYEE INSURANCE		100-20399	-135.10
	INV0002657-R	EMPLOYEE INSURANCE		260-20399	-33.85
	INV0002706	EMPLOYEE LIFE ASSURANCE		100-20399	75.98
	INV0002706	EMPLOYEE LIFE ASSURANCE		260-20399	19.46
	INV0002706-R	EMPLOYEE LIFE ASSURANCE		100-20399	-75.98
	INV0002706-R	EMPLOYEE LIFE ASSURANCE		260-20399	-19.46
	INV0002707	EMPLOYEE INSURANCE		100-20399	117.11
	INV0002707	EMPLOYEE INSURANCE		260-20399	51.84
	INV0002707-R	EMPLOYEE INSURANCE		100-20399	-117.11
	INV0002707-R	EMPLOYEE INSURANCE		260-20399	-51.84
	693147060	09/18 SC MAT RENTAL		100-4130-53012	175.81
	693147060-R	09/18 SC MAT RENTAL		100-4130-53012	-175.81
	INV0002763	09/18 PYMT-JUDO CLASS		100-4100-53111	697.06
	INV0002763-R	09/18 PYMT-JUDO CLASS		100-4100-53111	-697.06
	INV0002892	10/18 PYMT-JUDO CLASS		100-4100-53111	726.32
	INV0002892-R	10/18 PYMT-JUDO CLASS		100-4100-53111	-726.32
	INV0003079	11/18 PYMT - JUDO CLASS		100-4100-53111	650.02
	INV0003079-R	11/18 PYMT - JUDO CLASS		100-4100-53111	-650.02
	INV0002709	CHILD SUPPORT		100-20399	61.96
	INV0002709-R	CHILD SUPPORT		100-20399	-61.96
	INV0002716	Employee Contribution		100-20340	21.88
	INV0002716	Employee Contribution		200-20340	2.78
	INV0002716	Employee Contribution		203-20340	2.78
	INV0002716	Employee Contribution		205-20340	4.86
	INV0002716	Employee Contribution		215-20340	4.51
	INV0002716	Employee Contribution		285-20340	13.19
	INV0002716-R	Employee Contribution		100-20340	-21.88
	INV0002716-R	Employee Contribution		200-20340	-2.78
	INV0002716-R	Employee Contribution		203-20340	-2.78
	INV0002716-R	Employee Contribution		205-20340	-4.86
	INV0002716-R	Employee Contribution		215-20340	-4.51
	INV0002716-R	Employee Contribution		285-20340	-13.19
	INV0002717	Employee Contributions		100-20340	245.00
	INV0002717-R	Employee Contributions		100-20340	-245.00
	INV0002708	LIFE INSURANCE		100-20320	342.64
	INV0002708	LIFE INSURANCE		200-20320	26.14
	INV0002708	LIFE INSURANCE		203-20320	4.16
	INV0002708	LIFE INSURANCE		205-20320	4.71
	INV0002708	LIFE INSURANCE		210-20320	15.42
	INV0002708	LIFE INSURANCE		215-20320	4.60
	INV0002708	LIFE INSURANCE		260-20320	22.12
	INV0002708	LIFE INSURANCE		285-20320	28.21
	INV0002708-R	LIFE INSURANCE		100-20320	-342.64
	INV0002708-R	LIFE INSURANCE		200-20320	-26.14
	INV0002708-R	LIFE INSURANCE		203-20320	-4.16
	INV0002708-R	LIFE INSURANCE		205-20320	-4.71

Check Register Report

Payment Dates: 01/16/2019 - 02/01/2019

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
	INV0002708-R	LIFE INSURANCE		210-20320	-15.42
	INV0002708-R	LIFE INSURANCE		215-20320	-4.60
	INV0002708-R	LIFE INSURANCE		260-20320	-22.12
	INV0002708-R	LIFE INSURANCE		285-20320	-28.21
	INV0002714	LTD INSURANCE		100-20330	514.20
	INV0002714	LTD INSURANCE		200-20330	47.76
	INV0002714	LTD INSURANCE		203-20330	10.99
	INV0002714	LTD INSURANCE		205-20330	11.30
	INV0002714	LTD INSURANCE		210-20330	28.54
	INV0002714	LTD INSURANCE		215-20330	11.18
	INV0002714	LTD INSURANCE		260-20330	48.18
	INV0002714	LTD INSURANCE		285-20330	53.96
	INV0002714-R	LTD INSURANCE		100-20330	-514.20
	INV0002714-R	LTD INSURANCE		200-20330	-47.76
	INV0002714-R	LTD INSURANCE		203-20330	-10.99
	INV0002714-R	LTD INSURANCE		205-20330	-11.30
	INV0002714-R	LTD INSURANCE		210-20330	-28.54
	INV0002714-R	LTD INSURANCE		215-20330	-11.18
	INV0002714-R	LTD INSURANCE		260-20330	-48.18
	INV0002714-R	LTD INSURANCE		285-20330	-53.96
	INV0002722	STD INSURANCE		100-20330	439.52
	INV0002722	STD INSURANCE		200-20330	40.83
	INV0002722	STD INSURANCE		203-20330	9.39
	INV0002722	STD INSURANCE		205-20330	9.66
	INV0002722	STD INSURANCE		210-20330	24.42
	INV0002722	STD INSURANCE		215-20330	9.56
	INV0002722	STD INSURANCE		260-20330	41.18
	INV0002722	STD INSURANCE		285-20330	46.12
	INV0002722-R	STD INSURANCE		100-20330	-439.52
	INV0002722-R	STD INSURANCE		200-20330	-40.83
	INV0002722-R	STD INSURANCE		203-20330	-9.39
	INV0002722-R	STD INSURANCE		205-20330	-9.66
	INV0002722-R	STD INSURANCE		210-20330	-24.42
	INV0002722-R	STD INSURANCE		215-20330	-9.56
	INV0002722-R	STD INSURANCE		260-20330	-41.18
	INV0002722-R	STD INSURANCE		285-20330	-46.12
	INV0003128	EDUCATION REIM-BJORKLUND		100-1135-53151	1,541.25
	INV0003128-R	EDUCATION REIM-BJORKLUND		100-1135-53151	-1,541.25
	INV0002710	PR WITHOLDING ORDER		100-20399	222.64
	INV0002710-R	PR WITHOLDING ORDER		100-20399	-222.64
	INV0002711	PR WITHOLDING ORDER		100-20399	200.00
	INV0002711-R	PR WITHOLDING ORDER		100-20399	-200.00
	INV0002721	PARS RETIREMENT		100-20340	1,326.63
	INV0002721	PARS RETIREMENT		200-20340	46.17
	INV0002721	PARS RETIREMENT		260-20340	380.51
	INV0002721-R	PARS RETIREMENT		100-20340	-1,326.63
	INV0002721-R	PARS RETIREMENT		200-20340	-46.17
	INV0002721-R	PARS RETIREMENT		260-20340	-380.51
	INV0002712	EMPLOYEE LOAN REPYMT		100-20399	200.48
	INV0002712	EMPLOYEE LOAN REPYMT		200-20399	3.21
	INV0002712	EMPLOYEE LOAN REPYMT		210-20399	23.11
	INV0002712	EMPLOYEE LOAN REPYMT		260-20399	13.45
	INV0002712	EMPLOYEE LOAN REPYMT		285-20399	2.34
	INV0002712-R	EMPLOYEE LOAN REPYMT		100-20399	-200.48
	INV0002712-R	EMPLOYEE LOAN REPYMT		200-20399	-3.21
	INV0002712-R	EMPLOYEE LOAN REPYMT		210-20399	-23.11
	INV0002712-R	EMPLOYEE LOAN REPYMT		260-20399	-13.45
	INV0002712-R	EMPLOYEE LOAN REPYMT		285-20399	-2.34
	INV0002713	EMPLOYEE CONTRIBUTIONS		100-20399	1,325.54

Check Register Report

Payment Dates: 01/16/2019 - 02/01/2019

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
	INV0002713	EMPLOYEE CONTRIBUTIONS		200-20399	118.23
	INV0002713	EMPLOYEE CONTRIBUTIONS		203-20399	51.48
	INV0002713	EMPLOYEE CONTRIBUTIONS		205-20399	48.78
	INV0002713	EMPLOYEE CONTRIBUTIONS		210-20399	82.22
	INV0002713	EMPLOYEE CONTRIBUTIONS		215-20399	48.78
	INV0002713	EMPLOYEE CONTRIBUTIONS		260-20399	123.33
	INV0002713	EMPLOYEE CONTRIBUTIONS		285-20399	144.96
	INV0002713-R	EMPLOYEE CONTRIBUTIONS		100-20399	-1,325.54
	INV0002713-R	EMPLOYEE CONTRIBUTIONS		200-20399	-118.23
	INV0002713-R	EMPLOYEE CONTRIBUTIONS		203-20399	-51.48
	INV0002713-R	EMPLOYEE CONTRIBUTIONS		205-20399	-48.78
	INV0002713-R	EMPLOYEE CONTRIBUTIONS		210-20399	-82.22
	INV0002713-R	EMPLOYEE CONTRIBUTIONS		215-20399	-48.78
	INV0002713-R	EMPLOYEE CONTRIBUTIONS		260-20399	-123.33
	INV0002713-R	EMPLOYEE CONTRIBUTIONS		285-20399	-144.96
113	1/25/2019	SIEIND	SIEMENS INDUSTRY INC.		4,263.47
	5610136047	11/18 TS MTCE SVC		200-3120-53819	1,511.00
	5620018723	11/18 EMERG CALL OUTS		200-3120-53819	2,752.47
114	1/25/2019	TANKO	TANKO LIGHTING		118,171.51
	51617	LIGHT CONVERSION PROJ PYMT#4		285-5522-59300	118,171.51
787	1/16/2019	STADIS	CALIFORNIA STATE DISBURSEMENT UNIT		325.00
	INV0003151	PR WITHOLDING ORDER		100-20399	325.00
788	1/16/2019	SEIU	COPE FUND		10.00
	INV0003101	COPE FUND CONTRIBUTION		100-20380	4.14
	INV0003101	COPE FUND CONTRIBUTION		260-20380	0.86
	INV0003162	COPE FUND CONTRIBUTION		100-20380	3.06
	INV0003162	COPE FUND CONTRIBUTION		260-20380	1.94
789	1/16/2019	LACSDLEVY	LOS ANGELES COUNTY SHERIFF'S DEPARTMENT		50.50
	INV0003150	CHILD SUPPORT		100-20399	50.50
790	1/16/2019	NATRS	NATIONWIDE RETIREMENT		50.00
	INV0003155	Employee Contribution		100-20340	27.80
	INV0003155	Employee Contribution		200-20340	2.45
	INV0003155	Employee Contribution		203-20340	2.45
	INV0003155	Employee Contribution		205-20340	2.45
	INV0003155	Employee Contribution		210-20340	2.45
	INV0003155	Employee Contribution		215-20340	3.46
	INV0003155	Employee Contribution		260-20340	1.44
	INV0003155	Employee Contribution		285-20340	7.50
791	1/16/2019	SEIU	SEIU - LOCAL 721		556.94
	INV0003100	EMPLOYEE DUES		100-20380	207.81
	INV0003100	EMPLOYEE DUES		200-20380	17.28
	INV0003100	EMPLOYEE DUES		203-20380	1.67
	INV0003100	EMPLOYEE DUES		205-20380	1.67
	INV0003100	EMPLOYEE DUES		210-20380	10.26
	INV0003100	EMPLOYEE DUES		215-20380	1.67
	INV0003100	EMPLOYEE DUES		260-20380	5.81
	INV0003100	EMPLOYEE DUES		285-20380	4.38
	INV0003161	EMPLOYEE DUES		100-20380	202.05
	INV0003161	EMPLOYEE DUES		200-20380	36.00
	INV0003161	EMPLOYEE DUES		203-20380	3.85
	INV0003161	EMPLOYEE DUES		205-20380	3.85
	INV0003161	EMPLOYEE DUES		210-20380	26.14
	INV0003161	EMPLOYEE DUES		215-20380	3.85
	INV0003161	EMPLOYEE DUES		260-20380	13.73

Check Register Report

Payment Dates: 01/16/2019 - 02/01/2019

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
	INV0003161	EMPLOYEE DUES		285-20380	16.92
792	1/16/2019	FTB	STATE OF CALIFORNIA FRANCHISE TAX BOARD		200.00
	INV0003152	PR WITHOLDING ORDER		100-20399	200.00
793	1/16/2019	USBANK	U.S BANK PARS ACCT# 6746022400		1,833.38
	INV0003159	PARS RETIREMENT		100-20340	1,487.76
	INV0003159	PARS RETIREMENT		200-20340	13.46
	INV0003159	PARS RETIREMENT		260-20340	332.16
794	1/16/2019	ICMARC	VANTAGEPOINT TRANSFER AGENTS-457		1,749.50
	INV0003153	EMPLOYEE LOAN REPYMT		100-20399	101.43
	INV0003153	EMPLOYEE LOAN REPYMT		200-20399	1.46
	INV0003153	EMPLOYEE LOAN REPYMT		210-20399	23.16
	INV0003153	EMPLOYEE LOAN REPYMT		260-20399	13.45
	INV0003154	EMPLOYEE CONTRIBUTIONS		100-20399	1,082.09
	INV0003154	EMPLOYEE CONTRIBUTIONS		200-20399	68.54
	INV0003154	EMPLOYEE CONTRIBUTIONS		203-20399	50.14
	INV0003154	EMPLOYEE CONTRIBUTIONS		205-20399	50.14
	INV0003154	EMPLOYEE CONTRIBUTIONS		210-20399	88.87
	INV0003154	EMPLOYEE CONTRIBUTIONS		215-20399	50.14
	INV0003154	EMPLOYEE CONTRIBUTIONS		260-20399	70.52
	INV0003154	EMPLOYEE CONTRIBUTIONS		285-20399	149.56
795	1/18/2019	ARRSVCS	ARROW SERVICES INC		2,437.50
	505619	10/18 RENTAL-MOVIES@PARK		100-4140-53979	2,437.50
796	1/18/2019	ATT	AT&T		38.16
	000012433557	12/06-01/05 PHONE - CH 911 LINE		100-1150-53715	19.08
	000012433558	12/06-01/05 PHONE - MTCE 911 LINE		285-3330-53715	19.08
797	1/18/2019	CABUST	CALIFORNIA BUILDING STANDARDS		271.80
	INV0003166	10-12/18 BLDG REV FUND		100-48900	-30.20
	INV0003166	10-12/18 BLDG REV FUND		600-47441	302.00
798	1/18/2019	CBEEQU	CELL BUSINESS EQUIPMENT		433.04
	62075881	01/19 CH COPIER LEASE		100-1150-53911	433.04
799	1/18/2019	CHAMBERS	CHAMBERS GROUP		4,673.75
	32949	09-10/18 DEPOSIT - STAR THEATER EIR		600-20278	4,673.75
800	1/18/2019	CINTA	CINTAS CORPORATION #693		178.45
	693179056	01/19 SC MAT RENTAL		100-4130-53012	178.45
801	1/18/2019	CCAC	CITY CLERK'S ASSOC OF CA		130.00
	418	2019 - CCAC MEMBERSHIP RENEWAL-GARCIA		100-1120-53971	130.00
802	1/18/2019	DEPTC	DEPT OF CONSERVATION		792.10
	INV0003167	10-12/18 SMIP FEES		100-48900	-40.69
	INV0003167	10-12/18 SMIP FEES		600-47440	832.79
803	1/18/2019	DEPTJ	DEPT OF JUSTICE-BUREAU		32.00
	349679	12/18 FINGERPRINT SVC		100-1135-53406	32.00
804	1/18/2019	DSA	DIVISION OF THE STATE ARCHITECT		138.80
	INV0003180	SB1186-OCT-DEC 2018		100-42160	138.80
805	1/18/2019	EDISON	EDISON CO		10,848.46
	INV0003172	11/30-01/02 ELEC - CITY HALL		100-1150-53712	2,064.57
	INV0003173	11/30-01/02 ELEC - VARIOUS		200-3120-53713	5,093.85
	INV0003174	11/30-01/02 ELEC - PARK SERV		285-3330-53712	471.14
	INV0003175	11/30-01/02 ELEC - TRAFFIC CONTROL		200-3120-53713	1,193.42
	INV0003176	11/30-01/02 ELEC - SENIOR CTR		100-4130-53712	834.36
	INV0003177	11/30-01/02 ELEC - COMM CENTER		100-4100-53712	1,056.16

Check Register Report

Payment Dates: 01/16/2019 - 02/01/2019

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
	INV0003178	12/03-01/03 ELEC - 15250 TEMPLE AVE		200-3120-53713	56.41
	INV0003179	12/03-01/03 ELEC - 14951 NELSON AVE		200-3120-53713	78.55
806	1/18/2019 39983	FRANKL 12/18 CH A/C MTCE	FRANKLIN AIR CONDITIONING &	100-1150-53811	200.00 200.00
807	1/18/2019 INV0003182	VERIC 01/07-02/06 PHONE-SR CTR ALARM	FRONTIER COMMUNICATIONS	100-4130-53715	103.92 103.92
808	1/18/2019 108144	GRANIC 01-03/19 EFFICIENCY/ENCODING	GRANICUS INC.	275-1125-53111	2,850.00 2,850.00
809	1/18/2019 1176087 8920982	HMEDEP MTCE TOOL - SPRAYER ROPE LIGHTS - MAIN ST	HOME DEPOT CRC	100-3330-53012 200-3120-53012	448.08 108.41 339.67
810	1/18/2019 INV0003181 INV0003181	LIEBE CONF REG-BUTZLAFF CONF REG-LIVAS	LIEBERT CASSIDY WHITMORE	100-1135-53972 100-1135-53972	1,100.00 550.00 550.00
811	1/18/2019 19-3031	LACREGISTRAR CANDIDATE STATEMENT PRINTING	LOS ANGELES COUNTY REGISTRAR-RECORDER/COUNTY CLERK	100-1120-53115	1,919.97 1,919.97
812	1/18/2019 109031 109043 109048 109055 109084 109097 109122 109128 109138 109227 109235 109280 109385 109412	MERRIT CABLE TIES FOR DOWNTOWN TREES 50 LB CONCRETE FOR STREET SIGNS CH WET PATCHES WATER HOSE - LP PARK PAINT/OUTLET -- CC MTCE SUPPLIES YLAC ROOF SUPPLIES (3) OUTLETS (2) NOZZEL MTCE TOOL - SLEDGE MTCE TOOLS (1) GLOVES (10) CUT KEYS MTCE SUPPLIES	MERRITTS HARDWARE	200-3120-53815 200-3120-53821 100-1150-53813 100-3330-53012 100-4140-53979 100-3330-53012 100-4110-53813 100-4140-53979 100-3330-53814 100-3330-53012 100-2110-53012 100-3330-53012 100-1150-53813 200-3120-53016	524.85 32.74 30.62 12.24 43.79 23.33 78.80 77.68 20.79 15.31 43.79 75.50 14.22 13.32 42.72
813	1/18/2019 52209750	PRUDOV 01/11 CH MAT RENTAL	PRUDENTIAL OVERALL SUPPLY	100-1150-53813	89.14 89.14
814	1/18/2019 3050	ROBFLO FLOWERS FOR OUTGOING - MAYOR LEWIS	ROBINSON'S FLOWERS	100-1100-53976	54.75 54.75
815	1/18/2019 INV0003185	GARCSHE CC MTG SUPPLIES REIM-GARCIA	SHERYL GARCIA	100-1120-53011	106.16 106.16
816	1/18/2019 033507 034165	SMART CH - COMMUNITY MEETING WINTER 2019 TINY TOTS	SMART & FINAL	100-3300-53972 100-4110-53980	204.65 41.12 163.53
817	1/18/2019 10303592 010319	DANON 12/18 CH WATER SVC	SPARKLETTS	100-1150-53011	104.64 104.64
818	1/18/2019 180051144204	SOSUBW 12/07-01/07 WTR - N HACIENDA/MAPLEGROVE	SUBURBAN WATER SYSTEMS	200-3120-53714	106.31 106.31
819	1/18/2019 INV0003169 INV0003170 INV0003171 INV0003183	GASCO 12/05-01/07 GAS - PUBLIC WORKS 12/05-01/07 GAS - CITY HALL 12/05-01/07 GAS - PARK SERVICES 12/04-01/04 GAS-SR CENTER	THE GAS COMPANY	285-3330-53711 100-1150-53711 285-3330-53711 100-4130-53711	1,599.34 17.39 1,201.00 47.80 213.28

Check Register Report

Payment Dates: 01/16/2019 - 02/01/2019

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
	INV0003184	12/05-01/07 GAS-YLAC		100-4110-53711	119.87
820	1/18/2019 0029105010619	TIMEWA 12/15-02/14 SC CABLE SVC	TIME WARNER CABLE	100-4130-53715	128.80 128.80
821	1/18/2019 1676 1678 1718	TJSSER 10/18 CC/YLAC JANITORIAL SVC 10/18 SC JANITORIAL SVC 11/18 CC/YLAC CONSUMABLES	TJS SERVICES, INC.	285-3330-53813 100-4130-53813 285-3330-53813	2,657.35 1,438.09 655.70 563.56
822	1/18/2019 INV0003168	GRUTRO CSFMO CONF REIM - GRUNKLEE	TROY GRUNKLEE	100-1130-53972	585.43 585.43
823	1/18/2019 002-20292 003-28366	WILENG 12/18 BUILDING & SAFETY SVC 11/18 OPEN AIR MARKET - TRAFFIC	WILLDAN ENGINEERING	100-3310-53111 100-3100-53111	25,281.65 25,064.15 217.50
824	1/25/2019 45307 45319 45351	CALWST LIGHT REPAIR-BASKETBALL/HANDBALL COURTS HOLIDAY BANNER REMOVAL HOLIDAY BANNER REMOVAL	CALWEST LIGHTING SERVICES, INC.	285-3330-53822 100-3100-53111 100-3100-53111	1,483.25 703.25 585.00 195.00
825	1/25/2019 INV0003199	DUNCEC CC MTG REIM-DUNLAP	CECELIA DUNLAP	100-1100-53976	47.54 47.54
826	1/25/2019 693147060-C 8403970442	CINTA 09/18 SC MAT RENTAL SC FIRST AID SUPPLIES	CINTAS CORPORATION #693	100-4130-53012 100-4130-53012	284.22 175.81 108.41
827	1/25/2019 8403806612 8403806613	CINTA MTCE DEPT-FIRST AID SUPPLIES SC FIRST AID SUPPLIES	CINTAS CORPORATION #693	100-3100-53012 100-4130-53011	784.36 392.18 392.18
828	1/25/2019 3301-522056	CED FLUOR LAMP (30)	CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC	100-1150-53813	164.58 164.58
829	1/25/2019 45979	DAVBNG REPLACE 30" ROUND TUBE SPIRAL SLIDE	DAVE BANG ASSOCIATES INC	285-3330-53813	8,770.33 8,770.33
830	1/25/2019 003-8405 003-8405	E&LLND 12/18 CH PLANTING POINSETTIAS 12/18 CH LANDSCAPE SVC	E & L LANDSCAPE SERVICES	100-1150-53814 100-1150-53814	1,704.33 490.00 1,214.33
831	1/25/2019 39959	FRANKL A/C MTCE-IT ROOM	FRANKLIN AIR CONDITIONING &	100-1150-53813	200.00 200.00
832	1/25/2019 INV0003187	GWCUST RE ENGRAVE TROPHIES (3)	G & W CUSTOM AWARDS	100-4130-53012	21.95 21.95
833	1/25/2019 267395	GORM SC JANITORIAL SUPPLIES	GORM INC	100-4130-53012	303.66 303.66
834	1/25/2019 INV0003193 INV0003194 INV0003195	GUEJC 10/18 PYMT-JUDO CLASS 09/18 PYMT-JUDO CLASS 11/18 PYMT-JUDO CLASS	GUERREROS ATHLETIC FOUNDATION	100-4100-53111 100-4100-53111 100-4100-53111	2,073.40 726.32 697.06 650.02
835	1/25/2019 98549 98550 98588	JCLBAR STOP SIGNS (6) PAINT-STREET MARKINGS TRAFFIC CONES (25)	JCL TRAFFIC	200-3120-53821 200-3120-53821 200-3120-53821	1,581.26 412.92 757.99 410.35
836	1/25/2019 31739124	TYCOIN 01/19 CH ALARM PRO RATED SVC CHARGE	JOHNSON CONTROLS SECURITY SOLUTIONS	100-1150-53813	30.65 30.65

Check Register Report

Payment Dates: 01/16/2019 - 02/01/2019

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
837	1/25/2019	LAPUCA	LA PUENTE CAR WASH & QUICK LUBE, INC.		800.00
	1010	10-12/18 CITY VEH CAR WASH		555-3150-53812	800.00
838	1/25/2019	LACMTA	LAC METROPOLITAN TRANSPORTATION AUTHORITY		1,913.50
	103154	12/18 EZ MONTHLY PASS		210-3130-53915	1,813.50
	103184	12/18 METRO MONTHLY PASSES		210-3130-53915	100.00
839	1/25/2019	LOCKSP	LOCKS PLUS, INC		1,233.80
	33911	CH-BACK DOOR REPAIR		100-1150-53813	990.00
	33912	RE KEY COUNCIL OFFICE		100-1150-53813	243.80
840	1/25/2019	GARLUI	LUISA GARCIA		25.00
	INV0003190	REFUND BALLET CLASS-GARCIA		100-47260	25.00
841	1/25/2019	MKANE	MAUREEN KANE & ASSOCIATES INC		1,550.00
	INV0003189	03/12-15 TTC TRAINING-DUNLAP		100-1120-53972	1,550.00
842	1/25/2019	MERRIT	MERRITTS HARDWARE		684.30
	108544	PAINTING SUPPLIES		100-3330-53012	29.52
	108557	CC/YLAC-BRASS SPUD/WASHER		100-4100-53813	25.80
	108609	PRIMER-GRAFFITI		200-3120-53016	30.62
	108614	YLAC SUPP-BATTERIES/TAPE/HOOKS		100-4110-53012	59.24
	108624	BATTERIES/KEY PLASTIC HEAD		100-2110-53011	32.55
	108627	RAID-LP PARK		285-3330-53814	18.36
	108638	PLUG HOSE-GRAFFITI TRUCK		200-3120-53016	7.65
	108707	HANGING KIT/NAILS		100-3330-53012	10.49
	108763	GRAFFITI SUPPLIES		200-3120-53016	37.14
	108768	WASHERS/NUTS/BOLTS		100-3330-53012	62.60
	108836	GRAFFITI SUPPLIES		200-3120-53016	13.14
	108855	DETECTOR VOLTAGE		200-3120-53012	26.92
	108859	CABLE TIE/ELEC TAPE		200-3120-53012	34.53
	108872	MTCE SUPPLIES-LP PARK		285-3330-53813	34.96
	108874	TAPE/SPONGES		100-3330-53813	30.82
	108880	CABLE TIES/ROPE-DOWNTOWN LIGHTING		200-3120-53012	134.52
	108898	FAST CONCRETE-ST SIGNS		200-3120-53012	30.62
	108921	GRAFFITI SUPP-ROLLER FRAME		200-3120-53016	16.37
	108928	WALLPLATE		285-3330-53813	1.63
	108987	PUTTY KNIFE/ROOF CEMENT		100-3330-53012	46.82
843	1/25/2019	METLNK	METROLINK		1,211.00
	211993	01/19 METROLINK MONTHLY PASS		210-3130-53915	1,211.00
844	1/25/2019	REGION	REGIONAL TAP SERVICE CENTER		4,663.76
	6008335	12/18 FH TAP MONTHLY PASS		210-3130-53915	4,663.76
845	1/25/2019	RESOUR	RESOURCE BUILDING MATERIALS		236.44
	2549590	SAND FOR SANDBAGS		100-3330-53012	118.22
	2549910	SAND FOR SANDBAGS		100-3330-53012	118.22
846	1/25/2019	RICAME	RICOH USA, INC.		1,131.12
	31243723	02/19 BSMT COPIER LEASE		100-1150-53911	162.43
	31244378	02/19 SC COPIER LEASE		100-4130-53911	177.97
	31244688	02/19 CH COPIER LEASE		100-1150-53911	415.24
	31245272	02/19 CC COPIER LEASE		100-4100-53911	213.05
	31245490	02/19 YLAC COPIER LEASE		100-4110-53911	162.43
847	1/25/2019	BJOROX	ROXANNE BJORKLUND		1,541.25
	INV0003192	EDUCATION REIM-BJORKLUND		100-1135-53151	1,541.25
848	1/25/2019	SGVWC	S.G.V. WATER CO		112.61
	INV0003188	12/07-01/09 WTR-935 IRRIG		200-3120-53714	112.61

Check Register Report

Payment Dates: 01/16/2019 - 02/01/2019

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
849	1/25/2019 58L1801-IN	SOCVOC 12/18 BUS SHELTER MTCE	SOCIAL VOCATIONAL SERVICE, INC.	210-3130-53816	2,895.00 2,895.00
850	1/25/2019 LAPUENTE1218 LAPUENTE1218 LAPUENTE1218 LAPUENTE1218	SGTRA 12/18 DIAL A RIDE 12/18 LP LINK SVC 12/18 DIAL A RIDE FARE 12/18 LP LINK FARE	SOUTHLAND TRANSIT INC	210-3130-53916 210-3130-53917 210-46100 210-46105	42,573.45 8,720.23 36,898.22 -62.25 -2,982.75
851	1/25/2019 300 302 303 306	UNISUP LP PARK IRRIGATION SUPPLIES LANDSCAPING SUPPLIES LP PARK IRRIGATION SUPPLIES LAWNMOWER DEGREASER/CLEANER	UNISON SUPPLY	285-3330-53822 285-3330-53822 285-3330-53822 100-3330-53811	174.41 64.32 32.82 53.18 24.09
852	1/25/2019 INV0003196 INV0003196 INV0003196 INV0003197 INV0003198 INV0003198 INV0003198 INV0003198 INV0003198 INV0003198 INV0003198 INV0003198 INV0003198	CALCARD GIFT-COUNCIL RE ORG CALPELRA CONF-BUTZLAFF COFFEE & CREAMER SIM CARD FOR CAMERA UNIFORMS-MTCE DEPT SAMS MEMBERSHIP RENEWAL YLAC HOLIDAY SUPPLIES CAR RENTAL-HOLIDAY PARADE MEAL-HOLIDAY MTG POSTAGE-HOLIDAY PARADE LTRS RADIO RENTAL-HOLIDAY PARADE SUPPLIES-LEAD FAMILY 2018 SUPPLIES-TEEN VOICE HOLIDAY MTG	US Bank CalCard	100-1100-53976 100-1130-53972 100-1150-53011 100-3100-53012 100-3330-53015 100-4100-53971 100-4110-53012 100-4140-53979 100-4140-53979 100-4140-53979 100-4140-53979 100-4140-53993 600-20250	4,166.68 184.18 641.24 20.68 32.83 360.00 45.00 67.76 855.54 531.00 21.00 1,231.88 12.05 163.52
853	1/25/2019 0003498133	VINCEN 11/18 CNG FUEL-MTCE	VINCENT'S GENERAL SERVICES	555-3150-53014	376.97 376.97
854	1/25/2019 2019-628985-00	VISTA REPAIR-GRAFFITI SPRAYER	VISTA PAINT	200-3120-53016	70.00 70.00
855	1/25/2019 008801	WALMRT CC CLEANING SUPPLIES	WALMART COMMUNITY INC	100-4100-53011	85.00 85.00
856	1/25/2019 143935	WESCO 12/16-31/18 PARKWAY TREE MTCE	WEST COAST ARBORISTS INC	200-3120-53815	4,071.40 4,071.40
857	1/25/2019 003-28568	WILENG 12/18 ENGINEERING PERMITS	WILLDAN ENGINEERING	100-3110-53120	2,668.25 2,668.25
858	2/1/2019 INV0003148 INV0003148 INV0003149 INV0003149 INV0003210 INV0003210 INV0003211 INV0003211	AFLAC EMPLOYEE LIFE ASSURANCE EMPLOYEE LIFE ASSURANCE EMPLOYEE INSURANCE EMPLOYEE INSURANCE EMPLOYEE LIFE ASSURANCE EMPLOYEE LIFE ASSURANCE EMPLOYEE INSURANCE EMPLOYEE INSURANCE	AFLAC	100-20399 260-20399 100-20399 260-20399 100-20399 260-20399 100-20399 260-20399	528.78 82.73 12.71 133.74 35.21 80.44 15.00 127.52 41.43
859	2/1/2019 INV0003213	STADIS PR WITHOLDING ORDER	CALIFORNIA STATE DISBURSEMENT UNIT	100-20399	325.00 325.00
860	2/1/2019 INV0003220 INV0003220 INV0003220 INV0003220	NATRS Employee Contribution Employee Contribution Employee Contribution Employee Contribution	NATIONWIDE RETIREMENT	100-20340 200-20340 203-20340 205-20340	295.00 25.34 2.74 2.74 2.74

Check Register Report

Payment Dates: 01/16/2019 - 02/01/2019

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
	INV0003220	Employee Contribution		210-20340	2.74
	INV0003220	Employee Contribution		215-20340	3.89
	INV0003220	Employee Contribution		260-20340	1.44
	INV0003220	Employee Contribution		285-20340	8.37
	INV0003221	Employee Contributions		100-20340	245.00
861	2/1/2019	RELIAN	RELIANCE STANDARD LIFE INS.		1,809.96
	INV0003212	LIFE INSURANCE		100-20320	325.77
	INV0003212	LIFE INSURANCE		200-20320	12.54
	INV0003212	LIFE INSURANCE		203-20320	4.32
	INV0003212	LIFE INSURANCE		205-20320	4.32
	INV0003212	LIFE INSURANCE		210-20320	21.05
	INV0003212	LIFE INSURANCE		215-20320	4.67
	INV0003212	LIFE INSURANCE		260-20320	19.22
	INV0003212	LIFE INSURANCE		285-20320	26.11
	INV0003218	LTD INSURANCE		100-20330	548.66
	INV0003218	LTD INSURANCE		200-20330	25.24
	INV0003218	LTD INSURANCE		203-20330	13.02
	INV0003218	LTD INSURANCE		205-20330	13.02
	INV0003218	LTD INSURANCE		210-20330	38.72
	INV0003218	LTD INSURANCE		215-20330	13.95
	INV0003218	LTD INSURANCE		260-20330	36.92
	INV0003218	LTD INSURANCE		285-20330	60.95
	INV0003226	STD INSURANCE		100-20330	468.98
	INV0003226	STD INSURANCE		200-20330	21.58
	INV0003226	STD INSURANCE		203-20330	11.12
	INV0003226	STD INSURANCE		205-20330	11.12
	INV0003226	STD INSURANCE		210-20330	33.11
	INV0003226	STD INSURANCE		215-20330	11.91
	INV0003226	STD INSURANCE		260-20330	31.56
	INV0003226	STD INSURANCE		285-20330	52.10
862	2/1/2019	FTB	STATE OF CALIFORNIA FRANCHISE TAX BOARD		422.99
	INV0003214	PR WITHOLDING ORDER		100-20399	222.99
	INV0003215	PR WITHOLDING ORDER		100-20399	200.00
863	2/1/2019	USBANK	U.S BANK PARS ACCT# 6746022400		2,159.07
	INV0003225	PARS RETIREMENT		100-20340	1,513.60
	INV0003225	PARS RETIREMENT		200-20340	23.09
	INV0003225	PARS RETIREMENT		260-20340	530.04
	INV0003225	PARS RETIREMENT		285-20340	92.34
864	2/1/2019	ICMARC	VANTAGEPOINT TRANSFER AGENTS-457		1,729.50
	INV0003216	EMPLOYEE LOAN REPYMT		100-20399	96.67
	INV0003216	EMPLOYEE LOAN REPYMT		200-20399	1.46
	INV0003216	EMPLOYEE LOAN REPYMT		210-20399	25.85
	INV0003216	EMPLOYEE LOAN REPYMT		260-20399	15.52
	INV0003217	EMPLOYEE CONTRIBUTIONS		100-20399	1,057.59
	INV0003217	EMPLOYEE CONTRIBUTIONS		200-20399	51.55
	INV0003217	EMPLOYEE CONTRIBUTIONS		203-20399	53.66
	INV0003217	EMPLOYEE CONTRIBUTIONS		205-20399	53.66
	INV0003217	EMPLOYEE CONTRIBUTIONS		210-20399	96.49
	INV0003217	EMPLOYEE CONTRIBUTIONS		215-20399	53.66
	INV0003217	EMPLOYEE CONTRIBUTIONS		260-20399	79.45
	INV0003217	EMPLOYEE CONTRIBUTIONS		285-20399	143.94
865	1/31/2019	AMERLE	AMERICAN LEGAL		10.96
	0126333	MUNI CODE UPDATE		100-1120-53412	10.96
866	1/31/2019	ARMIJO	ARMIJO NEWSPAPERS		7,990.00
	1969	2019 CITY CALENDAR		100-4140-53111	7,990.00

Check Register Report

Payment Dates: 01/16/2019 - 02/01/2019

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
867	1/31/2019	ATT	AT&T		97.11
	000012480066	12/13-01/12 PHONE - CC FIRE ALARM		100-4100-53715	19.07
	000012480070	12/13-01/12 PHONE - CC FAX LINE		100-4100-53715	39.32
	000012480071	12/13-01/12 PHONE - LP PARK SNACK BAR		285-3330-53715	19.65
	000012480072	12/13-01/12 PHONE - YLAC FIRE ALARM		100-4110-53715	19.07
868	1/31/2019	CBE4AM	CBE OFFICE SOLUTIONS		63.00
	IN2102958	CC TONER		100-4100-53911	63.00
869	1/31/2019	CINTA	CINTAS CORPORATION #693		529.86
	5012919308	CC FIRST AID RESTOCK		100-1150-53011	82.88
	8403843692	09/18 MTCE - FIRST AID		100-1150-53011	51.25
	8403882764	SC - AED		100-1150-53011	108.41
	8403882765	CC - AED		100-1150-53011	108.41
	8403932475	11/18 MTCE - FIRST AID SUPPLIES		100-1150-53011	178.91
870	1/31/2019	CSMFO	CSMFO		220.00
	INV0003237	2019 CSMFO DUES - GRUNKLEE		100-1130-53971	110.00
	INV0003238	2019 CSMFO RENEWAL - BUTZLAFF		100-1130-53971	110.00
871	1/31/2019	DATFLW	DATA FLOW		246.24
	30702	1099/W2 FORMS		100-1130-53011	246.24
872	1/31/2019	DEKRA	DEKRA-LITE		124.71
	ARINV007781	MILITARY BANNER - ORTIZ		100-48140	124.71
873	1/31/2019	DFM	DFM ASSOCIATES		56.84
	INV0003239	2019 ELECTION CODE BOOK		100-1120-53011	56.84
874	1/31/2019	EDISON	EDISON CO		441.63
	INV0003204	12/18-01/17 ELEC - 14746 TEMPLE		200-3120-53713	37.38
	INV0003205	12/18-01/17 ELECT - 16159 TEMPLE		200-3120-53713	25.17
	INV0003206	12/06-01/22 ELECT - 13798 TEMPLE AVE		200-3120-53713	82.58
	INV0003207	12/06-01/07 ELEC - VARIOUS		200-3120-53713	296.50
875	1/31/2019	FEDEXP	FEDERAL EXPRESS CORP		69.42
	6-441-23070	SHIPPING - CA DEPT OF TAX & FEE ADM		100-1120-53211	29.64
	6-441-23070	SHIPPING - TYLER TECHNOLOGY		100-1150-53211	39.78
876	1/31/2019	VERIC	FRONTIER COMMUNICATIONS		51.76
	INV0003209	01/16-02/15 PHONE - CH MAIN		100-1150-53715	51.76
877	1/31/2019	HDLCC	HDL COREN & CONE		2,640.00
	0026290-IN	01-03/19 PROP TAX SVC		100-1130-53111	2,640.00
878	1/31/2019	HMEDEP	HOME DEPOT CRC		244.98
	4024743	PLYWOOD FOR CH		100-1150-53012	66.96
	5171331	MTCE TOOLS - PUSH BROOM/SQUEEGEE		100-3330-53012	101.70
	5171332	CH LIGHT BULBS (10)		100-1150-53813	76.32
879	1/31/2019	GONSALV	JOE A. GONSALVES & SON		2,500.00
	157165	02/19 LEGISLATIVE SVC		100-1100-53111	2,500.00
880	1/31/2019	TYCOIN	JOHNSON CONTROLS SECURITY SOLUTIONS		1,347.23
	31864898	02-04/19 CC ALARM MTCE		285-3330-53813	1,347.23
881	1/31/2019	LACRD	LA CO DEPT PUBLIC WORKS		2,584.23
	RE-PW-19010703061	12/18 IW LA PUENTE		100-3110-53121	2,520.07
	RE-PW-19010703158	12/18 TRAFFIC MARKINGS @ PUENTE/SAUDE		200-3120-53821	64.16
882	1/31/2019	E&LLND	E & L LANDSCAPE SERVICES		7,199.46
	003-8447	01/19 ISLAND/MEDIAN LANDSCAPE		200-3120-53814	3,432.60
	003-8448	01/19 CH LANDSCAPE MTCE		100-1150-53814	1,334.33
	003-8449	01/19 SC LANDSCAPE MTCE		100-4130-53814	111.93

Check Register Report

Payment Dates: 01/16/2019 - 02/01/2019

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
	003-8450	01/19 LP NATURE CENTER LANDSCAPE		285-3330-53814	575.60
	003-8451	SPRAYING CITY STREETS-OLD VALLEY/VALLEY		200-3120-53814	945.00
	003-8452	IRRIGATION REPAIRS - CENTRAL/VALLEY		200-3120-53814	250.00
	003-8454	TREE PLANTING CENTER MEDIAN		200-3120-53814	550.00
883	1/31/2019 6007596	REGION 09/18 FH TAP MONTHLY PASS	REGIONAL TAP SERVICE CENTER	210-3130-53915	7,249.78 7,249.78
884	1/31/2019 INV0003236	FLORIC BAND-WINTER DANCE	RICK FLORES	100-4140-53979	275.00 275.00
885	1/31/2019 INV0003200 INV0003201 INV0003202	SGVWC 12/13-01/14 WTR - 715 IRRIG PUENTE 12/12-01/12 WTR - 545 IRRIG PUENTE 12/12-01/12 WTR - 13760 IRRIG TEMPLE	S.G.V. WATER CO	200-3120-53714 200-3120-53714 200-3120-53714	590.99 179.83 179.94 231.22
886	1/31/2019 047807	SMART SNACKS FOR THE HOMELESS COUNT 2019	SMART & FINAL	100-3320-53011	10.06 10.06
887	1/31/2019 110909 110913	STANLE 01/19 LP SNACK BAR PEST CONTROL 01/19 ABBEY ST PEST CONTROL	STANLEY PEST CONTROL, INC.	285-3330-53822 200-3120-53814	165.00 80.00 85.00
888	1/31/2019 2211633401 2211746801 2212338511 2212355131 2223060461 2223875551	STAPLE AVERY SEALS (5) WALL CALENDARS, DESK PAD & STAPLES WHITE BOARDS, FEBREZE AIR FRESHENER, BINDERS GEL MOUSE PAD COFFEE CREAMER, FILE JACKET, STAPLES FILE FOLDERS, WALL CALENDAR, MOUSE PAD	STAPLES CREDIT PLAN	100-1120-53011 100-1150-53011 100-3100-53012 100-3100-53012 100-1150-53011 100-3330-53011	564.97 31.70 192.72 169.64 10.50 99.13 61.28
889	1/31/2019 INV0003234	INZSTE SCHOLARSHIP REIM - INZUNZA	STEPHANIE FABIOLA INZUNZA	100-4140-53992	256.38 256.38
890	1/31/2019 180021557940 180021558811 180031379845 180031379857 180031380035 180041255568 180041255572 180080722810	SOSUBW 12/19-01/18 WTR - AMAR/AILERON 12/21-01/22 WTR - 15250 TEMPLE 12/21-01/22 WTR - HACIENDA/NELSON 12/21-01/22 WTR - 14746 TEMPLE 12/21-01/22 WTR - N HACIENDA/TEMPLE 12/19-01/18 WTR - AMAR/HACIENDA 12/19-01/18 WTR - ELLIOTT 12/21-01/22 WTR - 16159 TEMPLE	SUBURBAN WATER SYSTEMS	200-3120-53714 200-3120-53714 200-3120-53714 200-3120-53714 200-3120-53714 200-3120-53714 200-3120-53714 200-3120-53714	946.38 106.31 147.59 33.22 65.47 103.37 122.16 144.43 223.83
891	1/31/2019 29926	SUPREME NAME BADGE - HOLLOWAY	SUPREME TROPHIES & GIFTS	100-1100-53976	20.62 20.62
892	1/31/2019 382447337 382447433 382458232 382458232	TERMI 01/11 CC PEST CONTROL 01/11 YLAC PEST CONTROL 01/19 YLAC PEST CONTROL 01/19 CC PEST CONTROL	TERMINIX PROCESSING CENTER	285-3330-53813 285-3330-53813 285-3330-53813 285-3330-53813	186.00 45.00 48.00 48.00 45.00
893	1/31/2019 INV0003208	TIMEWA 02/19 CH CABLE/INTERNET SVC	TIME WARNER CABLE	100-1150-53715	646.21 646.21
894	1/31/2019 INV0003203	TMOBILE 12/18 CE - WIRELESS SVC	T-MOBILE	100-2110-53715	314.83 314.83
895	1/31/2019 3457475-CA	USHEA 01/19 PRE EXAM - METOYER	U S HEALTHWORKS MEDICAL	100-1135-53406	106.50 106.50

Check Register Report

Payment Dates: 01/16/2019 - 02/01/2019

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
896	1/31/2019	BANKUS	U.S. BANK EQUIPMENT FINANCE		325.07
	375645736	01/09-02/09 PRINTER MTCE		550-6100-53911	325.07
897	1/31/2019	VERIZO	VERIZON WIRELESS		507.82
	9822473942	12/19-01/18 WIRELESS SVC		100-1150-53715	39.09
	9822473942	12/19-01/18 WIRELESS SVC		100-2100-53715	414.89
	9822473942	12/19-01/18 WIRELESS SVC		100-2110-53715	53.84
DFT0000498	1/16/2019	PERSYS-RETIRE	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM		8,707.53
	INV0003156	EMPLOYER CONTRIBUTION		100-20360	6,401.73
	INV0003156	EMPLOYER CONTRIBUTION		200-20360	531.47
	INV0003156	EMPLOYER CONTRIBUTION		203-20360	119.63
	INV0003156	EMPLOYER CONTRIBUTION		205-20360	119.63
	INV0003156	EMPLOYER CONTRIBUTION		210-20360	408.55
	INV0003156	EMPLOYER CONTRIBUTION		215-20360	126.46
	INV0003156	EMPLOYER CONTRIBUTION		260-20360	388.59
	INV0003156	EMPLOYER CONTRIBUTION		285-20360	611.47
DFT0000499	1/16/2019	PERSYS-RETIRE	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM		5,216.79
	INV0003157	PERS- NEW EMPLY CONTRB		100-20399	3,689.57
	INV0003157	PERS- NEW EMPLY CONTRB		200-20399	329.16
	INV0003157	PERS- NEW EMPLY CONTRB		203-20399	92.00
	INV0003157	PERS- NEW EMPLY CONTRB		205-20399	92.00
	INV0003157	PERS- NEW EMPLY CONTRB		210-20399	263.09
	INV0003157	PERS- NEW EMPLY CONTRB		215-20399	98.33
	INV0003157	PERS- NEW EMPLY CONTRB		260-20399	251.74
	INV0003157	PERS- NEW EMPLY CONTRB		285-20399	400.90
DFT0000500	1/16/2019	PERSYS-RETIRE	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM		1,145.96
	INV0003158	EMPLOYEE PORTION		100-20360	969.85
	INV0003158	EMPLOYEE PORTION		200-20360	46.39
	INV0003158	EMPLOYEE PORTION		203-20360	4.04
	INV0003158	EMPLOYEE PORTION		205-20360	4.04
	INV0003158	EMPLOYEE PORTION		210-20360	30.44
	INV0003158	EMPLOYEE PORTION		215-20360	4.04
	INV0003158	EMPLOYEE PORTION		260-20360	23.22
	INV0003158	EMPLOYEE PORTION		285-20360	63.94
DFT0000501	1/16/2019	PERSYS-RETIRE	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM		28.00
	INV0003160	SURVIVORS LIFE INSURANCE		100-20350	21.73
	INV0003160	SURVIVORS LIFE INSURANCE		200-20350	1.60
	INV0003160	SURVIVORS LIFE INSURANCE		203-20350	0.27
	INV0003160	SURVIVORS LIFE INSURANCE		205-20350	0.27
	INV0003160	SURVIVORS LIFE INSURANCE		210-20350	1.24
	INV0003160	SURVIVORS LIFE INSURANCE		215-20350	0.29
	INV0003160	SURVIVORS LIFE INSURANCE		260-20350	1.12
	INV0003160	SURVIVORS LIFE INSURANCE		285-20350	1.48
DFT0000502	1/16/2019	EMPLOY	EMPLOYMENT DEVELOPMENT DEPT		3,449.05
	INV0003163	STATE INCOME TAX		100-20310	2,568.75
	INV0003163	STATE INCOME TAX		200-20310	189.50
	INV0003163	STATE INCOME TAX		203-20310	58.14
	INV0003163	STATE INCOME TAX		205-20310	58.14
	INV0003163	STATE INCOME TAX		210-20310	127.78
	INV0003163	STATE INCOME TAX		215-20310	62.29
	INV0003163	STATE INCOME TAX		260-20310	104.54
	INV0003163	STATE INCOME TAX		285-20310	279.91
DFT0000503	1/16/2019	IRSPR	IRS PAYROLL TAX DEPOSIT		9,550.51
	INV0003164	FEDERAL WITHHOLDING		100-20300	7,148.86
	INV0003164	FEDERAL WITHHOLDING		200-20300	515.81
	INV0003164	FEDERAL WITHHOLDING		203-20300	141.64

Check Register Report

Payment Dates: 01/16/2019 - 02/01/2019

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
	INV0003164	FEDERAL WITHHOLDING		205-20300	141.64
	INV0003164	FEDERAL WITHHOLDING		210-20300	335.35
	INV0003164	FEDERAL WITHHOLDING		215-20300	152.01
	INV0003164	FEDERAL WITHHOLDING		260-20300	476.60
	INV0003164	FEDERAL WITHHOLDING		285-20300	638.60
DFT0000504	1/16/2019	IRSPR	IRS PAYROLL TAX DEPOSIT		3,204.24
	INV0003165	MEDICARE TAX		100-20300	2,413.86
	INV0003165	MEDICARE TAX		200-20300	147.62
	INV0003165	MEDICARE TAX		203-20300	38.12
	INV0003165	MEDICARE TAX		205-20300	38.12
	INV0003165	MEDICARE TAX		210-20300	112.00
	INV0003165	MEDICARE TAX		215-20300	40.74
	INV0003165	MEDICARE TAX		260-20300	232.72
	INV0003165	MEDICARE TAX		285-20300	181.06
DFT0000508	2/1/2019	CPERS-HEALTH	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM		35,642.04
	INV0003219	HEALTH INSURANCE		100-20399	27,140.21
	INV0003219	HEALTH INSURANCE		200-20399	958.54
	INV0003219	HEALTH INSURANCE		203-20399	444.27
	INV0003219	HEALTH INSURANCE		205-20399	444.27
	INV0003219	HEALTH INSURANCE		210-20399	2,048.94
	INV0003219	HEALTH INSURANCE		215-20399	481.99
	INV0003219	HEALTH INSURANCE		260-20399	2,153.03
	INV0003219	HEALTH INSURANCE		285-20399	1,970.79
DFT0000509	2/1/2019	PERSYS-RETIRE	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM		8,622.86
	INV0003222	EMPLOYER CONTRIBUTION		100-20360	6,420.81
	INV0003222	EMPLOYER CONTRIBUTION		200-20360	252.96
	INV0003222	EMPLOYER CONTRIBUTION		203-20360	130.01
	INV0003222	EMPLOYER CONTRIBUTION		205-20360	130.01
	INV0003222	EMPLOYER CONTRIBUTION		210-20360	452.24
	INV0003222	EMPLOYER CONTRIBUTION		215-20360	137.82
	INV0003222	EMPLOYER CONTRIBUTION		260-20360	443.42
	INV0003222	EMPLOYER CONTRIBUTION		285-20360	655.59
DFT0000510	2/1/2019	PERSYS-RETIRE	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM		5,169.71
	INV0003223	PERS- NEW EMPLOY CONTRB		100-20399	3,662.01
	INV0003223	PERS- NEW EMPLOY CONTRB		200-20399	181.28
	INV0003223	PERS- NEW EMPLOY CONTRB		203-20399	100.64
	INV0003223	PERS- NEW EMPLOY CONTRB		205-20399	100.64
	INV0003223	PERS- NEW EMPLOY CONTRB		210-20399	293.41
	INV0003223	PERS- NEW EMPLOY CONTRB		215-20399	107.88
	INV0003223	PERS- NEW EMPLOY CONTRB		260-20399	287.16
	INV0003223	PERS- NEW EMPLOY CONTRB		285-20399	436.69
DFT0000511	2/1/2019	PERSYS-RETIRE	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM		1,139.23
	INV0003224	EMPLOYEE PORTION		100-20360	980.38
	INV0003224	EMPLOYEE PORTION		200-20360	22.55
	INV0003224	EMPLOYEE PORTION		203-20360	4.24
	INV0003224	EMPLOYEE PORTION		205-20360	4.24
	INV0003224	EMPLOYEE PORTION		210-20360	32.52
	INV0003224	EMPLOYEE PORTION		215-20360	4.24
	INV0003224	EMPLOYEE PORTION		260-20360	26.51
	INV0003224	EMPLOYEE PORTION		285-20360	64.55
DFT0000512	2/1/2019	PERSYS-RETIRE	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM		27.00
	INV0003227	SURVIVORS LIFE INSURANCE		100-20350	21.04
	INV0003227	SURVIVORS LIFE INSURANCE		200-20350	0.79
	INV0003227	SURVIVORS LIFE INSURANCE		203-20350	0.28
	INV0003227	SURVIVORS LIFE INSURANCE		205-20350	0.28

Check Register Report

Payment Dates: 01/16/2019 - 02/01/2019

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
	INV0003227	SURVIVORS LIFE INSURANCE		210-20350	1.37
	INV0003227	SURVIVORS LIFE INSURANCE		215-20350	0.31
	INV0003227	SURVIVORS LIFE INSURANCE		260-20350	1.28
	INV0003227	SURVIVORS LIFE INSURANCE		285-20350	1.65
DFT0000513	2/1/2019	EMPLOY	EMPLOYMENT DEVELOPMENT DEPT		3,806.67
	INV0003230	STATE INCOME TAX		100-20310	2,885.05
	INV0003230	STATE INCOME TAX		200-20310	127.09
	INV0003230	STATE INCOME TAX		203-20310	64.24
	INV0003230	STATE INCOME TAX		205-20310	64.24
	INV0003230	STATE INCOME TAX		210-20310	136.93
	INV0003230	STATE INCOME TAX		215-20310	68.99
	INV0003230	STATE INCOME TAX		260-20310	128.51
	INV0003230	STATE INCOME TAX		285-20310	331.62
DFT0000514	2/1/2019	IRSPR	IRS PAYROLL TAX DEPOSIT		10,676.32
	INV0003231	FEDERAL WITHHOLDING		100-20300	8,072.43
	INV0003231	FEDERAL WITHHOLDING		200-20300	337.19
	INV0003231	FEDERAL WITHHOLDING		203-20300	154.42
	INV0003231	FEDERAL WITHHOLDING		205-20300	154.42
	INV0003231	FEDERAL WITHHOLDING		210-20300	344.69
	INV0003231	FEDERAL WITHHOLDING		215-20300	166.27
	INV0003231	FEDERAL WITHHOLDING		260-20300	631.60
	INV0003231	FEDERAL WITHHOLDING		285-20300	815.30
DFT0000515	2/1/2019	IRSPR	IRS PAYROLL TAX DEPOSIT		3,558.86
	INV0003232	MEDICARE TAX		100-20300	2,649.98
	INV0003232	MEDICARE TAX		200-20300	95.12
	INV0003232	MEDICARE TAX		203-20300	41.92
	INV0003232	MEDICARE TAX		205-20300	41.92
	INV0003232	MEDICARE TAX		210-20300	124.78
	INV0003232	MEDICARE TAX		215-20300	44.92
	INV0003232	MEDICARE TAX		260-20300	323.88
	INV0003232	MEDICARE TAX		285-20300	236.34
DFT0000516	2/1/2019	CPERS-HEALTH	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM		19,533.74
	INV0003233	02/19 Retirees Health Insurance		100-1135-51314	19,406.30
	INV0003233	02/19 CalPers Admin Fee		100-1135-51314	127.44
Grand Total:					440,214.72

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL FUND	184,259.47
200 - GAS TAX FUND	28,724.76
203 - MEASURE M FUND	1,536.83
205 - MEASURE R FUND	1,536.83
210 - PROP A FUND	65,588.66
215 - PROP C FUND	1,643.78
260 - CDBG PROGRAM FUND	6,732.33
275 - PEG ACCESS FUND	2,850.00
285 - LIGHTING & LANDSCAPE MAINTENANCE	139,867.96
550 - EQUIPMENT REPLACEMENT FUND	325.07
555 - VEHICLE MAINTENANCE & REPLACEMENT FUND	1,176.97
600 - SPECIAL DEPOSIT FUND	5,972.06
Grand Total:	440,214.72

Account Summary

Account Number	Account Name	Payment Amount
100-1100-53111	Contract Services - Private	2,500.00
100-1100-53976	Special Departmental	307.09
100-1120-53011	Operating Supplies	194.70
100-1120-53115	Contract Services - Election	1,919.97
100-1120-53211	Postage & Mailing Services	29.64
100-1120-53412	Municipal Code Publishing	10.96
100-1120-53971	Dues & Memberships	130.00
100-1120-53972	Conferences & Meetings	1,550.00
100-1130-53011	Operating Supplies	246.24
100-1130-53111	Contract Services - Private	2,640.00
100-1130-53971	Dues & Memberships	220.00
100-1130-53972	Conferences & Meetings	1,226.67
100-1135-51314	Health Insurance	19,533.74
100-1135-53151	Education & Training	1,541.25
100-1135-53406	Recruitment Expenses	138.50
100-1135-53972	Conferences & Meetings	1,100.00
100-1150-53011	Operating Supplies	947.03
100-1150-53012	Small Tools & Equipment	66.96
100-1150-53211	Postage & Mailing Services	39.78
100-1150-53711	Utility - Gas	1,201.00
100-1150-53712	Utility - Electricity	2,064.57
100-1150-53715	Utility - Communications	756.14
100-1150-53811	Equipment Maintenance	200.00
100-1150-53813	Facility Maintenance	1,820.05
100-1150-53814	Landscape Maintenance	3,038.66
100-1150-53911	Equipment Lease/Rental	1,010.71
100-20300	FIT Payable	20,285.13
100-20310	SIT Payable	5,453.80
100-20320	Life Ins Payable	325.77
100-20330	LTD Payable	1,017.64
100-20340	PARS	3,299.50
100-20350	Group Insurance	42.77
100-20360	PERS	14,772.77
100-20380	Union Dues	417.06
100-20399	Other Payroll Deductions	38,577.49
100-2100-53715	Utility - Communications	414.89
100-2110-53011	Operating Supplies	32.55
100-2110-53012	Small Tools & Equipment	75.50
100-2110-53715	Utility - Communications	368.67
100-3100-53012	Small Tools & Equipment	605.15
100-3100-53111	Contract Services - Private	997.50

Account Summary

Account Number	Account Name	Payment Amount
100-3110-53120	Engineering Permits	2,668.25
100-3110-53121	Industrial Waste Inspecti...	2,520.07
100-3300-53972	Conferences & Meetings	41.12
100-3310-53111	Contr Svc - Private - B&S F...	25,064.15
100-3320-53011	Operating Supplies	10.06
100-3330-53011	Operating Supplies	61.28
100-3330-53012	Small Tools & Equipment	776.58
100-3330-53015	Uniform/Boot Reimburse...	360.00
100-3330-53811	Equipment Maintenance	24.09
100-3330-53813	Facility Maintenance	30.82
100-3330-53814	Landscape Maintenance	15.31
100-4100-53011	Operating Supplies	85.00
100-4100-53111	Contract Services - Private	2,073.40
100-4100-53712	Utility - Electricity	1,056.16
100-4100-53715	Utility - Communications	58.39
100-4100-53813	Facility Maintenance	25.80
100-4100-53911	Equipment Lease/Rental	276.05
100-4100-53971	Dues & Memberships	45.00
100-4110-53012	Small Tools & Equipment	127.00
100-4110-53711	Utility - Gas	119.87
100-4110-53715	Utility - Communications	19.07
100-4110-53813	Facility Maintenance	77.68
100-4110-53911	Equipment Lease/Rental	162.43
100-4110-53980	Sports Activities	163.53
100-4130-53011	Operating Supplies	392.18
100-4130-53012	Small Tools & Equipment	788.28
100-4130-53711	Utility - Gas	213.28
100-4130-53712	Utility - Electricity	834.36
100-4130-53715	Utility - Communications	232.72
100-4130-53813	Facility Maintenance	655.70
100-4130-53814	Landscape Maintenance	111.93
100-4130-53911	Equipment Lease/Rental	177.97
100-4140-53111	Contract Services - Private	7,990.00
100-4140-53979	Special Events	5,396.04
100-4140-53992	Scholarships	256.38
100-4140-53993	Youth Activities Program	12.05
100-42160	SB 1186 (CASP Fee)	138.80
100-47260	Recreation Programs	25.00
100-48140	Military Banner Donation	124.71
100-48900	Miscellaneous	-70.89
200-20300	FIT Payable	1,095.74
200-20310	SIT Payable	316.59
200-20320	Life Ins Payable	12.54
200-20330	LTD Payable	46.82
200-20340	PARS	41.74
200-20350	Group Insurance	2.39
200-20360	PERS	853.37
200-20380	Union Dues	53.28
200-20399	Other Payroll Deductions	1,591.99
200-3120-53012	Small Tools & Equipment	566.26
200-3120-53016	Graffiti Removal Supplies	217.64
200-3120-53713	Utility - Hwy Lights	6,863.86
200-3120-53714	Utility - Water	1,756.29
200-3120-53814	Landscape Maintenance	5,262.60
200-3120-53815	Parkway Tree Maintenan...	4,104.14
200-3120-53819	Signal Maintenance	4,263.47
200-3120-53821	Traffic Markings/Signs	1,676.04
203-20300	FIT Payable	376.10

Account Summary

Account Number	Account Name	Payment Amount
203-20310	SIT Payable	122.38
203-20320	Life Ins Payable	4.32
203-20330	LTD Payable	24.14
203-20340	PARS	5.19
203-20350	Group Insurance	0.55
203-20360	PERS	257.92
203-20380	Union Dues	5.52
203-20399	Other Payroll Deductions	740.71
205-20300	FIT Payable	376.10
205-20310	SIT Payable	122.38
205-20320	Life Ins Payable	4.32
205-20330	LTD Payable	24.14
205-20340	PARS	5.19
205-20350	Group Insurance	0.55
205-20360	PERS	257.92
205-20380	Union Dues	5.52
205-20399	Other Payroll Deductions	740.71
210-20300	FIT Payable	916.82
210-20310	SIT Payable	264.71
210-20320	Life Ins Payable	21.05
210-20330	LTD Payable	71.83
210-20340	PARS	5.19
210-20350	Group Insurance	2.61
210-20360	PERS	923.75
210-20380	Union Dues	36.40
210-20399	Other Payroll Deductions	2,839.81
210-3130-53816	Bus Shelter Maintenance	2,895.00
210-3130-53915	Public Transit Subsidy	15,038.04
210-3130-53916	Dial-A-Ride Services	8,720.23
210-3130-53917	Fixed Route Shuttle	36,898.22
210-46100	Dial-A-Ride Fares	-62.25
210-46105	Shuttle Fares	-2,982.75
215-20300	FIT Payable	403.94
215-20310	SIT Payable	131.28
215-20320	Life Ins Payable	4.67
215-20330	LTD Payable	25.86
215-20340	PARS	7.35
215-20350	Group Insurance	0.60
215-20360	PERS	272.56
215-20380	Union Dues	5.52
215-20399	Other Payroll Deductions	792.00
260-20300	FIT Payable	1,664.80
260-20310	SIT Payable	233.05
260-20320	Life Ins Payable	19.22
260-20330	LTD Payable	68.48
260-20340	PARS	865.08
260-20350	Group Insurance	2.40
260-20360	PERS	881.74
260-20380	Union Dues	22.34
260-20399	Other Payroll Deductions	2,975.22
275-1125-53111	Contract Services - Private	2,850.00
285-20300	FIT Payable	1,871.30
285-20310	SIT Payable	611.53
285-20320	Life Ins Payable	26.11
285-20330	LTD Payable	113.05
285-20340	PARS	108.21
285-20350	Group Insurance	3.13
285-20360	PERS	1,395.55

Account Summary

Account Number	Account Name	Payment Amount
285-20380	Union Dues	21.30
285-20399	Other Payroll Deductions	3,101.88
285-3330-53711	Utility - Gas	65.19
285-3330-53712	Utility - Electricity	471.14
285-3330-53715	Utility - Communications	38.73
285-3330-53813	Facility Maintenance	12,341.80
285-3330-53814	Landscape Maintenance	593.96
285-3330-53822	Park Maintenance & Repa...	933.57
285-5522-59300	Construction Costs	118,171.51
550-6100-53911	Equipment Lease/Rental	325.07
555-3150-53014	Fuel	376.97
555-3150-53812	Vehicle Maintenance	800.00
600-20250	Deposit - Teen Voice Prog...	163.52
600-20278	Deposit - Star Theater - EIR	4,673.75
600-47440	Strong Motion Inst. Fee	832.79
600-47441	SB1473 (Green Fee)	302.00
	Grand Total:	440,214.72

Project Account Summary

Project Account Key	Payment Amount
None	432,735.19
41219E	1,919.97
51119E	275.00
62019E	2,683.54
62119E	2,437.50
68419E	163.52
	Grand Total:
	440,214.72

RESOLUTION NO. SA 19-91

**A RESOLUTION OF THE SUCCESSOR AGENCY TO THE
LA PUENTE COMMUNITY DEVELOPMENT
COMMISSION ALLOWING CERTAIN CLAIMS AND
DEMANDS IN THE AMOUNT OF \$107,819.44 (WARRANT
REGISTER 61)**

THE CITY COUNCIL ACTING AS THE SUCCESSOR AGENCY TO THE LAN
PUENTE COMMUNITY DEVELOPMENT COMMISSION DOES HEREBY RESOLVE,
DETERMINE AND ORDER AS FOLLOWS:

SECTION 1: That in accordance with Section 37202 of the Government Code, the
Director of Administrative Services, or designated representative, hereby certifies, and the City
Manager hereby approves the accuracy of the following demands and the availability of funds
for payment thereof.

APPROVED

EXAMINED

Bob Lindsey, City Manager

Troy Butzlaff, ICMA-CM
Director of Administrative Services

SECTION 2: That the following claims and demands numbered 105 through 106 and
Draft 00506 have been audited as required by law and the same are hereby allowed in the
amounts hereinafter set forth on the attached Check Registers.

CERTIFIED, PURSUANT TO GOVERNMENT CODE, SECTION 37208, AS CONFORMING TO ADOPTED
BUDGET, EXCEPT WARRANT NOS: NONE

Sheryl Garcia, City Clerk

PASSED, APPROVED AND ADOPTED this 12th day of February, 2019, by the
following vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

Valerie Munoz, Mayor

ATTEST:

Sheryl Garcia, City Clerk



City of La Puente

Check Register Report

By Payment Number

Payment Dates 01/04/2019 - 02/01/2019

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
105	1/4/2019 1801.1 011	KOSMONT 11/18 PROFESIONAL SVC-ROPS	KOSMONT COMPANIES	610-5100-53111	79.30 79.30
106	1/7/2019 18-014SA	LAPUENTE ADMIN COST ROPS 18-19 JUL-DEC	CITY OF LA PUENTE	610-9990-54999	35,213.00 35,213.00
DFT0000506	1/25/2019 INV0003191	THEBAN 01/19 CDC TABS SERIES 2014	THE BANK OF NEW YORK	610-5100-53990	72,527.14 72,527.14
Grand Total:					107,819.44

Report Summary**Fund Summary**

Fund	Payment Amount
610 - SUCCESSOR AGENCY FUND	107,819.44
Grand Total:	107,819.44

Account Summary

Account Number	Account Name	Payment Amount
610-5100-53111	Contract Services - Private	79.30
610-5100-53990	Debt Service Payments	72,527.14
610-9990-54999	Transfers to Other Funds	35,213.00
	Grand Total:	107,819.44

Project Account Summary

Project Account Key	Payment Amount
None	107,819.44
Grand Total:	107,819.44



City of La Puente AGENDA REPORT

To: Mayor and City Council

For meeting of: February 12, 2019

From: Bob Lindsey, City Manager

By: Roxanne E. Lerma, Director of Community Services

SUBJECT: CONSIDERATION OF A RESOLUTION APPROVING A REQUEST FOR A FEE WAIVER FOR THE LA PUENTE KIWANIS CLUB'S FOURTH ANNUAL CAR SHOW IN THE AMOUNT OF \$2,023.92

BACKGROUND

The City has received a request from the La Puente Kiwanis Club ("Kiwanis") to hold its fourth annual Downtown Car Show event ("Car Show") on Saturday, April 27, 2019 from 10:00 a.m. to 3:00 p.m. Set-up for the Car Show is anticipated to begin on Saturday, April 27, 2019 at 5:00 a.m. and take-down will immediately follow the closing of the Car Show at 3:00 p.m. on Saturday. The Car Show will take place along the following streets:

Glendora Avenue between Main Street and Nelson Avenue
Sotro Street between Glendora Avenue and Stafford Street
Workman Street between Glendora Avenue and First Street

The Car Show is a fundraising event that aims to raise funds for the programs that benefit the La Puente Community. These programs include the Hello Haircuts program that provides free haircuts to school aged children, the literacy program, the Veterans Home Repair program, the scholarship program and their Christmas program that will bring gifts to children receiving care in hospital pediatric units.

DISCUSSION

The Kiwanis has requested the use of City Streets and a fee waiver for its Car Show. The specifics of the request are outlined as follows:

- Use of City streets for the Car Show, including, Glendora Avenue between Main Street and Nelson Avenue; Workman Street between Glendora Avenue and Workman Street.
- Equipment- The use of four (4) Maintenance Vehicles to be parked at Stafford Street and Sotro Street, Glendora Avenue and Nelson Avenue, First Street and Workman Street, and Glendora Avenue and Main Street.

- Rental Equipment- Additional equipment may need to be rented in order to execute the street closure plan. Staff is estimating that the cost associated with this is approximately \$1,500.00.

Security: The City will make arrangements with the Industry Sheriff's station to provide two (2) deputies from 6:00 a.m. to 4:00 p.m. for a total of 20 hours (10 hours each) for the Car Show. The Sheriff's Department will adjust the deputies' schedules accordingly.

Staffing: City Staff will be needed to accommodate the Kiwanis' requests for assistance. The staffing recommendation is two (2) Part Time Maintenance Staff dedicated to the Car Show from 5:00 a.m. to 5:00 p.m., subtracting a one (1) hour lunch for each, on Saturday, April 27th, for a total of twenty four (24) hours (12 hours each). Maintenance Staff will set-up the street closures, take down the street closures and assist the Kiwanis throughout the day as needed. The staff cost for this assignment is \$523.92.

Guidelines: To receive approval for the event, the Community Services Department recommends that the Kiwanis complete the following items listed below:

1. Sign the *Agreement for the Use of Equipment Loan* the use of four (4) maintenance vehicles to be parked at Stafford Street and Sotro Street; Glendora Avenue and Nelson Avenue; First Street and Workman Street; and Glendora Avenue and Main Street.
2. Provide a site plan that illustrates the arrangement of the vehicles and entertainment area.
3. Obtain clearance and file for a Special Events permit through the Fire Department.
4. Enter into a Street Use Agreement with the City, which will include a general release, hold harmless, and indemnity provisions, as well as recovery of attorney's fees, for the City's protection.
5. Have the Kiwanis and all participants, volunteers, teams etc. execute general releases/hold harmless forms releasing the City of any liability that may arise during the event. This form should also include an indemnity provision.

Insurance: The California Joint Powers Insurance Agency is requiring the Kiwanis to provide commercial general liability insurance in the amount of \$1 million.

A breakdown of the fees associated with the event is set forth in the Fiscal Impact section of this report.

The Kiwanis' Car Show will be a valuable community event, and the fee waiver serves a public purpose in that it allows the Kiwanis Club to raise funds for programs that will benefit the La Puente community. Moreover, the event will bring residents and non-residents alike to the City's Downtown areas, and will serve as a positive and meaningful activity for the community.

Given the public purpose associated with the event, Staff has prepared a resolution to waive the fees associated with the Car Show.

FISCAL IMPACT

The following is a list of estimated expenses for the Car Show:

Maintenance Staff	\$ 523.92
Equipment Rental	<u>\$ 1,500.00</u>
Preliminary Total	\$ 2,023.92

The fee associated with the use of this fee waiver request is \$2,023.92

RECOMMENDATION

It is recommended that the City Council adopt Resolution No. 19-5466 approving a request for a fee waiver for the La Puente Kiwanis Club's fourth annual car show in the amount of \$2,023.92.

ATTACHMENTS

Attachment "A": Resolution No. 19-5466

RESOLUTION NO. 19-5466

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF LA PUENTE, CALIFORNIA, APPROVING A REQUEST
FOR A FEE WAIVER FOR THE KIWANIS CLUB OF LA
PUENTE CALIFORNIA CAR SHOW**

WHEREAS, the Kiwanis Club of La Puente (hereinafter, “Kiwanis Club”) requested that the City Council waive fees associated with the Kiwanis Club’s car show (hereinafter, “Car Show”) to be held on Saturday, April 27, 2019; and

WHEREAS, the total fees associated with the Show are Two Thousand Twenty Three Dollars and 92/100 (\$2,023.92); and

WHEREAS, the total amount the Kiwanis Club is requesting the City Council to waive is Two Thousand Twenty Three Dollars and 92/100 (\$2,023.92); and

WHEREAS, while the City is proposing to waive certain fees associated with the Car Show, the Kiwanis Club is still required to comply with all other provisions of the City’s Municipal Code; and

WHEREAS, the fee waiver serves a public purpose in that it allows the Kiwanis Club to raise funds for programs that benefit the La Puente community, including Hello Haircuts, which provides free haircuts to school aged children; the Veterans Home Repair program; the scholarship program; and a Christmas program that provides gifts to hospitalized children. Moreover, the event brings many residents to the City, and serves as a positive and meaningful activity for the community.

**NOW, THEREFORE, THE CITY COUNCIL FOR THE CITY OF LA PUENTE
DOES HEREBY RESOLVE AS FOLLOWS:**

SECTION 1. The above recitals are true and correct and are incorporated herein by reference.

SECTION 2. The fee waiver serves a public purpose in that it allows the Kiwanis Club to raise funds for programs that benefit the La Puente community, including Hello Haircuts, which provides free haircuts to school aged children; the Veterans Home Repair program; the scholarship program; and a Christmas program that provides gifts to hospitalized children. Moreover, the event brings many residents to the City, and serves as a positive and meaningful activity for the community.

SECTION 3. The City Council hereby approves the fee waiver for fees associated with the Car Show in the amount of Two Thousand Twenty Three Dollars and 92/100 (\$2,023.92).

SECTION 4. The Kiwanis Club shall abide by the City’s Municipal Code in order to hold the Car Show, and shall provide the City with all information required by City staff, including, but not limited to, the following:

1. Sign the *Agreement for the Use of Equipment Loan* for the use of four (4) maintenance vehicles to be parked at Stafford Street and Sotro Street; Glendora Avenue and Nelson Avenue; First Street and Workman Street; and Glendora Avenue and Main Street.
2. Provide a site plan that illustrates the arrangement of the vehicles, booths, entertainment area and port-a-potties.
3. Obtain a Special Events permit from the Fire Department.
4. Provide proof of insurance with the City named as additional insured.
5. Enter into a Street Use Agreement with the City, which will include general release, hold harmless, and indemnity provisions, as well as recovery of attorney's fees, for the City's protection.
6. The Kiwanis Club and all participants, volunteers, teams etc., shall execute general releases/hold harmless forms releasing the City of any liability that may arise during the event. This form shall also include an indemnity provision.

SECTION 5. The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

SECTION 6. That the City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

PASSED, APPROVED AND ADOPTED this 12th day of February, 2019, by the following vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:

Valerie Munoz, Mayor

ATTEST:

Sheryl Garcia, City Clerk



City of La Puente AGENDA REPORT

To: Mayor and City Council For meeting of: February 12, 2019

From: Bob Lindsey, City Manager

By: John Di Mario, Director of Development Services

SUBJECT: CONSIDERATION OF APPROVAL OF A LANDSCAPE MAINTENANCE AGREEMENT WITH LANDSCAPE WEST MANAGEMENT SERVICES, INC. FOR LANDSCAPING SERVICES IN AN AMOUNT NOT TO EXCEED \$331,169.00

BACKGROUND

At the meeting of January 12, 2016, the City Council approved a landscape maintenance agreement (“Agreement”) with E&L Landscape Services (“E&L”) to provide City-wide landscape maintenance for all City facilities, parks, medians and panels, and other public rights-of-way. E & L was awarded the contract following a Request for Proposals process which resulted in responses received from five companies. E & L was the lowest bidder for this project. Provided below is a summary of the bids received and their respective costs:

Company	Cost
E&L Landscape Services	\$121,130.50
Mariposa Landscape, Inc.	\$137,172.00
Landscape West Management Services, Inc.	\$149,996.00
Triumph Landscaping, Inc.	\$168,324.00
L. Barrios & Associates, Inc.	\$195,101.85

Although the term of the Agreement commenced on January 1, 2016, E&L agreed to postpone the new pricing schedule until the next fiscal year commencing on July 1, 2016. The term of the Agreement was for three years with two additional one-year term extensions.

Following approval of the Agreement, the City completed landscaping and irrigation improvements along the south side of Temple Avenue from Puente Street to Ardilla Avenue. At the meeting of October 24, 2017, the City Council approved an amendment to the Agreement to increase the total monthly contract cost by \$275.00 to maintain the new landscaping, plus an overall cost increase of 4% effective January 1, 2018 to offset rising labor and operational costs. The monthly cost for E&L to maintain City Hall, the Community Center and La Puente Park, the Senior Center, Puente Creek Nature Center, center medians and side panels and all “parklete” turf areas was \$8,494 or \$101,928 annually. The original proposal submitted by E&L also included the trimming of the oleanders along Valley Boulevard twice a year for a cost of \$15,980.

DISCUSSION

On November 26, 2018, the City released a Request for Proposals (“RFP”) seeking professional landscape maintenance services from qualified firms. The scope of work of the RFP was revised to remove the Community Center and La Puente Park and the small landscaping area adjacent to the downtown public parking lot next to Casa Jimenez restaurant. City crews have begun maintaining the park/Community Center as of January 1, 2019. A total of four proposals were received in response to the RFP as summarized below. E&L Landscape did not respond to the RFP as the owner of the company is retiring.

Company	Cost
L. Barrios & Associates, Inc.	\$128,556.33
Landscape West Management Services, Inc.	\$133,428.82
Mariposa Landscape, Inc.	\$147,444.00
Orozco Landscape & Tree Company	\$174,864.00

Interviews were conducted by the Development Services Director, Maintenance Superintendent, and Maintenance Assistant Alvarado with Landscape West Management Services, Inc. (“LWMS”) and L. Barrios & Associates, Inc. (“L. Barrios”). During the interviews City Staff shared that additional site locations, namely the Puente Creek Nature Center and the oleanders along Valley Boulevard may be removed from the scope of work to be maintained directly by City personnel or contracted out separately at the City's discretion for the oleander trimming. Both firms responded that they were open to that consideration, and both firms stated that their respective proposal amounts would decrease by the amount shown for those line items. With removing the contract maintenance of the Puente Creek Nature Center and the periodic trimming of the oleanders along Valley Boulevard the proposed cost for Landscape West and L. Barrios is provided below:

Company	Cost
Landscape West Management	\$94,925.20
L. Barrios & Associates, Inc.	\$102,613.00

Following the interviews, Staff determined that Landscape West would better meet the needs of the City in providing contract landscape maintenance services. Landscape West currently is providing similar services to the cities of Mission Viejo and Anaheim as well as the County of Orange for Ralph B. Clark and Carbon Canyon Regional Parks.

Landscape West currently has 50 full time employees and has been in business over five years. Their Vice President, Barry Konier, was previously the President and owner of Landscape West which provided landscape maintenance services to public agencies throughout California from 1978 until 1998 when the company was sold. Mr. Konier began his career as a Park Administrator with the City of Lakewood, was an Assistant Director of Parks and Recreation with the city of West Covina in the 1970's and worked as the Director of Parks and Recreation with the City of Whittier prior to starting Landscape West. In 2013 Mr. Konier started LWMS with his daughter to provide landscape maintenance services to both public and private clients. Their offices are currently located in the city of Anaheim.

Proposed Agreement

The attached Maintenance Services Agreement ("Agreement") is for a term ending June 30, 2022, with two (2) additional one-year options at the City's discretion. The annual cost for the first year of the Agreement is \$94,925.20 with consideration of a consumer price index adjustment capped at 3% annually beginning in the 13th month of the Agreement. The Agreement also allows for Landscape West to utilize the City's maintenance yard for the purpose of overnight storing of the contractor's work truck and trailer along with related landscaping tools and equipment. The City is not responsible for any loss, damage, or theft of the contractor's equipment, or other personal property at the maintenance yard, and in no event shall the City be obligated to furnish any City vehicle or City tools and equipment to the LWMS for carrying out the Agreement. The Agreement also allows for the City to remove City Hall and the Senior Center from the list of area locations/sites to be maintained by LWMS. Should the City decide to maintain these locations directly with City staff the annual contract amount would decrease to \$83,900.74 as reflected in Exhibit B - 2.0 attached to the Agreement.

FISCAL IMPACT

Funding for landscape maintenance in the current budget is spread over the following funds: Gas Tax, Lighting and Landscape Maintenance and General. Of the \$126,000 that is budgeted across these funds, \$20,900 is budgeted in the General Fund for City Hall and the Senior Center. Funding is available in the current Fiscal Year 2018-19 budget for the recommended contract with LWMS for the remaining four and a half months of the fiscal year. As part of the budget development process for Fiscal Year 2019-20 Staff will look at moving the landscape maintenance costs for City Hall and the Senior Center from the General Fund to the Lighting and Landscape Maintenance Fund, as well as evaluating the option of having these facilities maintained directly by City Staff.

RECOMMENDATION

It is recommended that the City Council approve the Agreement with Landscape West Management Services, Inc. for landscaping services in an amount not to exceed \$331,169.00.

ATTACHMENTS

Attachment "A": Maintenance Services Agreement with Landscape West Management Services

**CITY OF LA PUENTE
MAINTENANCE SERVICES AGREEMENT**

This MAINTENANCE SERVICES AGREEMENT (“Agreement”) is made and effective as of February 12, 2019 (“Effective Date”), between the City of La Puente, a municipal corporation (“City”) and Landscape West Management Services, Inc., a California Corporation (“Contractor”). The City and Contractor are hereinafter collectively referred to as the “Parties”.

RECITALS

WHEREAS, City desires to engage Contractor to perform the services described herein, and Contractor desires to perform such services in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, City and Contractor agree as follows:

1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until the tasks described herein are completed, but in no event later than June 30, 2022, unless sooner terminated pursuant to the provisions of this Agreement. The Agreement may be extended for two (2) additional one-year terms upon approval by the City.

2. SERVICES

(a) Contractor shall perform the tasks (“Services”) described and set forth in Exhibit A (“Scope of Services”) and by area location as set forth in Exhibit B attached hereto and incorporated herein as though set forth in full. Tasks other than those specifically described in the Scope of Services and Exhibit B shall not be performed without prior written approval of the City. In the event of conflict or inconsistency between the terms of this Agreement and Exhibit A, the terms of this Agreement shall prevail.

(b) City shall have the right to request, in writing, changes to the Services and area locations as set forth in Exhibit B. The City may request removal of City Hall and the Senior Center from Exhibit B, upon 30 days written notice to Contractor to remove City Hall and the Senior Center.

(c) Contractor shall perform all Services in a manner reasonably satisfactory to the City and in a first-class manner in conformance with the standards of quality normally observed by an entity providing landscape maintenance services to a municipal agency.

(d) Contractor shall comply with all applicable federal, state, and local laws, regulations and ordinances in the performance of this Agreement, including but not limited to, the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*). During the term of this Agreement, Contractor

shall not perform any work for another person or entity for whom Contractor was not working on the Effective Date if both (i) such work would require Contractor to abstain from a decision under this Agreement pursuant to a conflict of interest statute or law; and (ii) City has not consented in writing to Contractor's performance of such work. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.* Contractor hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Contractor was an employee, agent, appointee, or official of the City in the previous twelve (12) months, Contractor warrants that it did not participate in any manner in the forming of this Agreement. Contractor understands that, if this Agreement is made in violation of Government Code §1090 *et. seq.*, the entire Agreement is void and Contractor will not be entitled to any compensation for Services performed pursuant to this Agreement, and Contractor will be required to reimburse the City for any sums paid to the Contractor. Contractor understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

(e) Contractor represents that it has, or will secure at its own expense, all licensed personnel required to perform the Services. All Services shall be performed by Contractor or under its supervision, and all personnel engaged in the Services shall be qualified and licensed to perform such services.

3. MANAGEMENT

City's Development Services Director shall represent the City in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Contractor, but shall have no authority to modify the Services or the compensation due to Contractor, except for services as requested by the City on a time and materials basis per written cost proposal from the Contractor.

4. PAYMENT

(a) The City agrees to pay Contractor monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B ("Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed Three Hundred Thirty-One Thousand One Hundred Sixty Nine Dollars (\$331,169.00) for the total Term of the Agreement unless additional payment is approved as provided for in this Agreement. Should the City remove City Hall and the Senior Center pursuant to Section 2 (b) above, payments to Contractor shall be based on Exhibit B 2.0 attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks.

(b) Contractor shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City. Contractor shall be compensated for any additional services in the amounts and in the manner as agreed to by City

and Contractor at the time City's written authorization is given to Contractor for the performance of said services.

(c) Contractor shall submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. All invoices shall include the exact location and areas of maintenance and the work performed. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Contractor's fees it shall give written notice to Contractor within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within 45 days of receipt of an invoice therefore.

(d) Commencing the 13th month, and upon expiration of each 12 months thereafter ("Commencement Date"), the pricing shown in the rate matrix as set for in the Rate Schedule, shall be adjusted according to any increase in the U.S. Consumer Price Index of the Bureau of Labor Statistics of the Department of Labor for all Urban Customers ("CPI") for Los Angeles-Riverside-Orange County, CA area, based on the following formula: pricing will be multiplied by the most current CPI preceding the first calendar month during which the adjustment is to take effect, and divided by the most recent CPI preceding the Commencement Date (not to exceed 3.0% annually). The hourly rates as shown in the Rate Schedule shall not be subject to an increase during the term of the Agreement. In no event shall any adjusted pricing be less than the pricing for the month immediately preceding the adjustment. If the CPI is no longer published, then the adjustment to pricing shall be based on an alternate index that most closely reflects the CPI.

5. LABOR CODE AND PREVAILING WAGES

(a) Contractor represents and warrants that it 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, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor 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 Contractor's principal place of business and any location where the Services are performed. Contractor shall indemnify, defend and hold harmless, the City, its elected officials, officers, employees and agents, from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, Contractor's or by any individual or agency for which Contractor is legally

liable, including but not limited to officers, agents, employees or subcontractors of Contractor, failure or alleged failure to comply with Prevailing Wage Laws.

(b) In accordance with the requirements of Labor Code Section 1776, Contractor shall keep accurate payroll records which are either on forms provided by the Division of Labor Standards Enforcement or which contain the same information required by such forms. Contractor shall make all such records available for inspection at all reasonable hours.

(c) To the extent applicable, Contractor shall comply with the provisions of Section 1777.5 of the Labor Code with respect to the employment of properly registered apprentices upon public works.

(d) Contractor shall comply with the legal days work and overtime requirements of Sections 1813 and 1815 of the Labor Code.

(e) If the Services are being performed as part of an applicable Public works or Maintenance project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Agreement and require the same of any subcontractors, as applicable. This Services set forth in this Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements.

6. FACILITIES

City shall provide to Contractor use of the maintenance yard at La Puente Park for the purpose of overnight storing of Contractor's work truck and trailer along with related landscaping tools and equipment (collectively the "Equipment") for Contractor's use while performing the Services for the City during the term of the agreement. In no event shall City be obligated to furnish any City vehicle or City tools and equipment for conducting the Services. The City is not responsible for any loss, damage, or theft of Contractor's Equipment, or other personal property at the maintenance yard. City is not responsible to provide any secured storage for the Equipment, or to secure the maintenance yard. Upon termination of this Agreement, Contractor shall repair any damage done to the maintenance yard by Contractor or its duly authorized representatives. Contractor shall not interfere with the operation of City's business activities, if any, being conducted at the maintenance yard.

Contractor shall not store any "hazardous substances" at the maintenance yard. The term "hazardous substances" shall include hazardous, toxic or radioactive substances, as defined in California Health and Safety Code Section 25316, as amended from time to time, or the same or a related defined term in any successor or companion statutes, and crude oil or byproducts of crude oil, and those chemicals and substances identified pursuant to Health and Safety Code Section 25249.8, as it may be amended from time to time.

Contractor shall indemnify and defend the City and any and all of its employees, officials and agents against any and all losses, liabilities, claims and/or costs (including reasonable attorneys' fees and costs) to the extent arising from the Contractor's breach of any warranty or agreement contained in this Section.

7. SUSPENSION OR TERMINATION OF AGREEMENT

(a) The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Contractor at least ten (10) days prior written notice. Upon receipt of said notice, the Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, the City shall pay to Contractor the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Contractor shall submit an invoice to the City pursuant to Section 4 of this Agreement.

8. OWNERSHIP OF DOCUMENTS

(a) Contractor shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. Contractor shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to the representatives of City or its designees at reasonable times to review such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts or copies therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Contractor. With respect to computer files, Contractor shall make available to the City, at the Contractor's office, and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. Contractor hereby grants to City all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by Contractor in the course of providing the services under this Agreement.

All reports, documents, or other written material developed by Contractor in the performance of the Services pursuant to this Agreement, shall be and remain the property of the City.

9. INDEMNIFICATION

(a) Indemnity for professional liability

When the law establishes a professional standard of care for Contractor's Services, to the fullest extent permitted by law, Contractor shall indemnify, protect, defend and hold harmless the City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs caused in whole or in part by any negligent or wrongful act, error or omission of Contractor, its officers, agents, employees or Subcontractors (or any agency or individual that Contractor shall bear the legal liability thereof) in the performance of professional services under this Agreement.

(b) Indemnity for other than professional liability

Other than in the performance of professional services and to the full extent permitted by law, Contractor shall indemnify, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Contractor or by any individual or agency for which Contractor is legally liable, including but not limited to officers, agents, employees or subcontractors of Contractor. Said indemnity shall include Contractor's use of the City's maintenance yard at La Puente Park, as set forth in Section 6.

(c) Duty to Defend

In the event the City, its officers, employees, agents and/or volunteers are made a party to any action, claim, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this Agreement, and upon demand by City, Contractor shall have an immediate duty to defend the City at Contractor's cost or at City's option, to reimburse the City for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters.

Payment by City is not a condition precedent to enforcement of this indemnity. In the event of any dispute between Contractor and City, as to whether liability arises from the sole negligence of the City or its officers, employees, or agents, Contractor will be obligated to pay for City's defense until such time as a final judgment has been entered adjudicating the City as solely negligent. Contractor will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

10. INSURANCE

Contractor shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit C attached hereto and incorporated herein by reference.

11. INDEPENDENT CONTRACTOR

(a) Contractor is and shall at all times remain as to the City a wholly independent consultant and/or independent contractor. The personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents, except as set forth in this Agreement. Contractor shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Contractor shall not incur or have the power to incur any debt, obligation, or liability whatever against the City, or bind the City in any manner.

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

12. LEGAL RESPONSIBILITIES

The Contractor shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Contractor shall at all times observe and comply with all such laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Contractor to comply with this Section.

13. UNDUE INFLUENCE

Contractor declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City has or will receive compensation, directly or indirectly, from Contractor, or from any officer, employee or agent of Contractor, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

14. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Contractor in performance of this Agreement shall be considered confidential and shall not be released by Contractor without City's prior written authorization. Contractor, its officers, employees, agents, or subcontractors, shall not without written authorization from the City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City, unless otherwise required by law or court order.

(b) Contractor shall promptly notify City should Contractor, its officers, employees, agents, or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this Agreement and the work performed there under or with respect to any project or property located within the City, unless Contractor is prohibited by law from informing the City of such Discovery, court order or subpoena. City retains the right, but has no obligation, to represent Contractor and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless City is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Contractor in such proceeding, Contractor agrees to cooperate fully with the City and to provide the opportunity to review any response to discovery requests provided by Contractor. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

16. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

If to City:

Bob Lindsey, City Manager
City of La Puente
15900 E. Main Street
La Puente, CA 91744
Email: blindsey@lapuente.org
Tel: (626) 855-1501

With a copy to:

James M. Casso, City Attorney
Casso & Sparks
13200 Crossroads Parkway North, Suite 345
City of Industry, CA 91746
Tel: (626) 269-2980

If to Contractor:

Barry Konier, Vice President
Landscape West Management Service, Inc.
1234 N. Blue Gum Street
Anaheim, CA 92806
Email: Barrykonier@aol.com
Tel: (714) 860-4702

17. ASSIGNMENT

The Contractor shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City.

Before retaining or contracting with any subcontractor for any services under this Agreement, Contractor shall provide City with the identity of the proposed subcontractor, a copy of the proposed written contract between Contractor and such subcontractor which shall include and indemnity provision similar to the one provided herein and identifying City as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed subcontractor carries insurance at least equal to that required by this Agreement or obtain a written waiver from the City for such insurance.

Notwithstanding Contractor's use of any subcontractor, Contractor shall be responsible to the City for the performance of its subcontractor as it would be if Contractor had performed the Services itself. Nothing in this Agreement shall be deemed or construed to create a contractual relationship between the City and any subcontractor employed by Contractor. Contractor shall be solely responsible for payments to any subcontractors. Contractor shall indemnify, defend and hold harmless the Indemnified Parties for any claims arising from, or related to, the services performed by a subcontractor under this Agreement.

18. GOVERNING LAW/ATTORNEYS' FEES

The City and Contractor understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court in Los Angeles County, California. If any action at law or suit in equity is brought to enforce or interpret the provisions of this Agreement, or arising out of or relating to the Services provided by Contractor under this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and all related costs, including costs of expert witnesses and consultants, as well as costs on appeal, in addition to any other relief to which it may be entitled.

19. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the Parties relating to the obligations of the Parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written and pertaining to the subject of this Agreement or with respect to the terms and conditions of this Agreement, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

20. SEVERABILITY

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

21. COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

22. CAPTIONS

The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and shall have no significance in the interpretation of this Agreement.

23. WAIVER

The waiver by City or Contractor of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Contractor unless in writing.

24. REMEDIES

Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies.

Signature blocks on next page

25. AUTHORITY TO EXECUTE THIS AGREEMENT

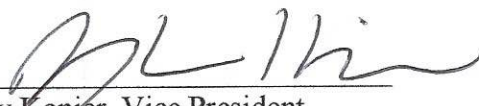
The person or persons executing this Agreement on behalf of Contractor represents and warrants that he/she has the authority to execute this Agreement on behalf of the Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

"CITY"
City of La Puente

"CONTRACTOR"
**Landscape West Management
Services, Inc.**

By: _____
Valerie Munoz, Mayor

By: _____
Barry Konier, Vice President

By: _____
Sheryl Garcia, City Clerk

By: _____
James M. Casso, City Attorney

Attachments:	Exhibit A	Scope of Services
	Exhibit B	Rate Schedules
	Exhibit C	Insurance Requirements

EXHIBIT A
SCOPE OF SERVICES

1. GENERAL DESCRIPTION

1.1 Work to be Done

Contractor shall perform the following: furnishing all labor, supervision, methods of processes, implements, tools, machinery, safety equipment, traffic control, materials and proper licensing required to provide labor, material and equipment to perform as landscape maintenance services throughout the City. Typical maintenance work shall include, but not be limited to the tasks listed below in those areas designated in the Agreement and to leave the grounds in a neat condition. The scope of the landscape maintenance work may vary according to need. The Agreement covers regular landscape maintenance services; improvement projects shall be bid out separately.

The Contractor shall furnish and maintain records designating exact locations and areas of repairs and maintenance. Such reports shall be signed by the Contractor and the City's Maintenance Superintendent, ("City Representative") in charge of overseeing the work.

1.2 Time of Completion

Upon notification by the City representative, the Contractor shall proceed immediately with the work per the agreed upon schedule. Work shall commence and be diligently prosecuted without interruption until completed.

1.3 Progress of Work

Work shall proceed in an orderly manner and be diligently prosecuted to completion. Wherever possible, any repair work shall be completely finished prior to workmen proceeding to the next location. Any exceptions shall be approved by the City Representative.

1.4 Alterations

The City reserves the right to increase or decrease the quantity of any item or portion of the work or to omit portions of the work as may be deemed necessary or advisable by the City. The City Representative may make such alterations or deviations, additions to, or omissions from these specifications, as may be determined during the progress of the work to be necessary and advisable for the proper completion thereof. Such alterations or deviations, additions or omissions shall in no way affect or make void the Agreement. Upon written order of the City representative, Contractor shall proceed with the work as increased, decreased or altered.

If during the course of work the Contractor experiences a conflict with the plans/scope of work, the Contractor shall notify the City representative before proceeding with said work.

1.5 Acceptance of Work Done

The City Representative will make inspections and determine that the work has been completed in all respects in accordance with these specifications.

1.7 Work Orders

The City Representative will place all requests for extra services not specifically listed in the Scope of Services or Exhibits B 1.0 or B 2.0, directly to the Contractor by written Work Order or via telephone call or electronic mail. The City Representative reserves the right to request from the Contractor a written cost estimate before authorizing the work. The Contractor shall respond with a cost estimate within 48 hours, excluding weekends and holidays.

1.9 Response Process

After initial contact and after "Authorization to Proceed" is given by the City Representative, the Contractor shall respond accordingly.

The Contractor shall provide all necessary transportation to and from work sites. Transportation shall be fully insured by the Contractor.

Only upon request and authorization by the City Representative shall the Contractor perform after hours work which is outside of the regular hours of 6:00 a.m. to 4:00 p.m. Monday through Friday.

Contractor will notify the City Representative upon completion of work. Notification shall be within twenty-four (24) hours of completion of the assigned task.

Failure to comply with response times shall be considered as non-compliance.

2. METHOD OF WORK

Contractor shall perform all services required within these specifications. All services shall be performed in the highest professional manner, and in accordance with all applicable, current industry standards, regulations codes and statutes. Unless the means or methods of performing a task are specified elsewhere in this contract, Contractor shall employ methods that are generally accepted and used by the industry.

All work shall be performed per the Standard Specifications for Public Works Construction (Green Book), Latest Edition, as may be applicable. All work shall comply with the applicable licensing, and/or all local or city ordinances, whatever may apply.

The Contractor shall be responsible and shall take necessary precautions to prevent public trespass into areas of work, during and following construction, until the time that the work is approved and authorized by the City Representative.

Rubbish, green waste and construction debris may be disposed at the City's maintenance yard at La Puente Park. After removal operations have been completed, the grounds shall be left in a neat and presentable condition, to the satisfactory of the City's Representative.

The Contractor shall verify the location of all utilities prior to construction, repair or maintenance, and shall be held liable for all damages incurred due to its operations.

2.1 NPDES Regulations

The Contractor shall comply with all city regulations regarding national pollution discharge elimination system "NPDES" requirements and the City's best management practices (BMPs). Contractor shall not discharge anything to the storm drain system. Contractor will contain any materials that may potentially reach a city storm drain. Contractor will conduct annual training regarding stormwater regulations and the appropriate BMPs for all employees working at City facilities. Contractor shall provide to the City annually, by July 1, with certification of the required training on stormwater regulations and the BMPs, and acknowledgement of adherence to these standards while performing work at the City.

During operations, the Contractor shall provide street sweeping as necessary to meet the requirements of the City's NPDES program.

2.2 Protection of Existing Utilities

The Contractor shall take all due precautionary measures to protect all of the existing utilities. When necessary, the contractor shall have all utilities located by contacting the responsible agency at least 48 hours prior to commencing any work. The Contractor's attention is directed to the one-call utility notification service provided by underground service alert (USA). USA member utilities will provide the contractor with the locations of their substructures when given at least 48 hours' notice. Such requests should be requested through USA (1-800-422-4133).

2.3 Integrated Pest Management Regulations

The Contractor shall comply with all County and State regulations governing Integrated Pest Management.

3. REPORTS AND SCHEDULES

The Contractor shall submit reports and schedules as requested. Failure to submit reports and schedules in a timely manner may result in a delay of monthly payments. Such reports must be detailed and thorough, and may include, but not be limited to, the following:

- a) Suggestions for improving problem areas.

- b) Reports of work planned.
- c) Cost information to perform extra work for upgrading specific areas.
- d) Weekly Maintenance Schedule(s):
Contractor shall provide a weekly maintenance schedule to the City.
Notification of change in scheduled work must be received by the City at least 72 hours prior to the scheduled time for the work.
- e) Annual Fertilizer Report
- f) Herbicide/Pesticide Use Report

4. DETAILED SPECIFICATIONS

The following are conditions and specifications covering general landscaping throughout the City, including all Parklets, Parkways and Medians, Open Space and Facilities. This Agreement is performance based and not limited to a certain amount of visits.

4.1 Irrigation

- a) The Contractor shall maintain the complete irrigation system in an operational condition.
- b) All systems to be operationally checked a minimum of once per month.
- c) It is the responsibility of the Contractor to conserve water and assure that all applicable watering rules and regulations are followed.
- d) Irrigation to all plants shall be made by the use of the permanent irrigation systems. Manually water as needed to supplement the permanent system. Failure of the irrigation system to provide full and proper coverage shall not relieve the Contractor of the responsibility to provide appropriate irrigation. It is the Contractor's responsibility to make sure that the irrigation system is maintained and operates properly.
- e) The Contractor is responsible for the complete operation and maintenance of the irrigation systems. The Contractor shall examine the irrigation system for damage or malfunction monthly and shall report damage or malfunction to the City Representative in writing. If the Contractor fails to report the broken or malfunctioning irrigation system components within one week of the breakage or malfunction, the Contractor shall be responsible for all damages resulting from the broken irrigation system component.
- f) Alert City staff as to adjustments needed for watering times.
- g) Do not allow over-watering of plant material.
- h) Do not allow run-off from any irrigation.
- i) Do not allow overspray onto sidewalks, streets or structures.
- j) The Contractor shall replace or repair, at the Contractor's expense, any irrigation components damaged by their activities or neglect as well as the cost for any water loss during this time, unless due to excluded damage (i.e. normal wear and tear, vandalism). Repairs shall be made as soon as possible. If the damage was due to excluded damage, the irrigation repairs will be paid for as additional work. The Contractor shall make notification of needed repairs as soon as possible. Regardless of the cause of damage, the Contractor shall take immediate action to prevent further damage by shutting off the damaged part of the irrigation system and commencing with hand watering as needed. As soon as possible after receiving written authorization to proceed, the Contractor shall make repairs. The following items are considered to be minor repairs:

- damaged or clogged sprinkler nozzles, adjustment of sprinkler patterns or arcs, adjustment of sprinkler position (i.e.; raise, lower, or straighten sprinkler head). These minor repair items shall be corrected by Contractor at Contractor's expense.
- k) Any replacement of irrigation system components shall be made with materials of the same manufacturer and model as the original equipment.
 - l) Substitutions of materials other than original equipment will be approved only when the original equipment has been discontinued and is no longer available for purchase at any location. The substituted equipment must be completely compatible with the original and must be approved in advance by the City Representative.
 - m) All repairs to the system shall be identical to the original installation, unless approved otherwise in advance by the City Representative. If a change to the installation will result in lower future maintenance costs, less frequent breakage, or an increase in public safety, request authorization to make the change from the City Representative.
 - n) The Contractor shall check the entire irrigation system monthly for items such as dry spots and missing or malfunctioning irrigation components. Check for leaking valves, water running across walks, water standing in puddles, or any other condition which hampers the correct operation of the system, use of the area, or the public safety. The Contractor shall carefully observe plant materials for signs of stress, indicating a lack of water. Plants that die due to irrigation failure will be considered to have died due to the Landscape Maintenance Contractor's negligence and shall be replaced at the Contractor's expense.
 - o) Repair and adjust all sprinkler heads to maintain proper coverage.
 - p) Damage not resulting from Contractor's negligence but as an act of vandalism will be reported promptly to the City, together with an estimate of costs for correction of the condition. Payment will be based on actual costs of labor, wholesale cost of materials, plus a percentage of materials.
 - q) Repairs to the irrigation system shall be completed within 24 hours of notification by the City Representative.
 - r) Special watering requirements, i.e. fertilization programs, renovation, etc., shall be monitored by the Contractor daily. Any needed variances will be discussed with the City Representative.
 - s) Contractor shall be proficient and capable in maintaining the existing irrigation system, including controllers and all components.

4.2. Herbicide/Pesticide Application

- a) All work involving the use of chemicals shall be in compliance with all Federal, State and County laws. The Contractor shall have an employee who has a State of California Agricultural Pest Control. Business License or Maintenance Gardener Business Certificate and who is registered with the Los Angeles County Agricultural Commissioner.
- b) Contractor will make every effort to promote Integrated Pest Management practices in the use of chemicals, management of weeds and pests in the contract area. Contact the City Representative with any major problems of weed or pest infestations.
- c) Pest Control Advisor site recommendations for each chemical or combination of chemicals for each site must be turned in to the City Representative twenty-one (21)

calendar days after any contract is awarded (including contract renewals) and at no additional cost to City. Should an unforeseen chemical application be necessary, a Pest Control Advisor's recommendation shall be submitted to the City Representative (14) days prior to its use.

- d) Broadleaf weeds in all turf shall be controlled as necessary by recommendation of a Pest Control Advisor.
- e) Apply pre-emergent herbicides to turf or planters as an option, per recommendation of a Pest Control Advisor.
- f) All chemical applications shall be done with extreme care to avoid any hazard to any person or pet or damage to property in the area. All spraying shall be done when air currents are still to limit drift to six (6) inches.
- g) At the end of each month the Contractor shall submit copies of the County's chemical use reports to the City Representative's office.
- h) Failure to submit this form will result in delay of payment. In June, an annual tabulation of all chemicals and fertilizer applied shall be submitted to the City.
- i) An annual report shall be filled out and submitted to the City in June of each fiscal year.
- j) Records of all operations stating dates, times, methods of application, chemical formulations, applicator's names, and weather conditions shall be made and retained in an active file for a minimum of two (2) years by the Contractor. These records must be available for review upon request from the City Representative, County, State or Federal Officers.
- k) All chemicals requiring a special permit for use must be registered with the County Agricultural Commissioner's office and a permit obtained with a copy to the City. A Pest Control Advisor's recommendation must be on file with the City Representative prior to use of special permit chemicals.

4.3. Fertilization

- a) Contractor shall provide City with a monthly log documenting all areas where fertilizer has been applied. Log shall show date, location, time, brand name, chemical analysis, rate of application and total quantity of fertilizer applied.
- b) Fertilizer recommendations are to be based on soil test analysis and/or leaf tissue analysis taken at the appropriate time supplied at Contractor's expense.
- c) All sidewalks, roads, curbs, and patios will be swept clean of granular fertilizer after applications to minimize staining.
- d) Turf grass- Bluegrass and Fescue shall be fertilized every 90 days, at the rate of one pound of actual nitrogen per 1000 SF. A 16-6-8 formula with trace elements is recommended, or a formula specified by the City Representative.
- e) Bermuda - Fertilizer of an Ammonia Nitrate 15-0-0 formula shall be applied once during the months of March and December.
- f) Trees - when recommended by the City Representative, applications of an iron chelate fertilizer shall be used as and where necessary to maintain healthy, vigorous growth and good foliage color. Apply a "Palm Special" type fertilizer to all palm trees on an annual basis in April.

- g) Shrubs- when recommended by the City Representative, with the rate of each application to be one pound of actual nitrogen per 1,000 SF, using a 15-15-15 formula material, or a formula specified by the City Representative.
- h) Ground cover- when recommended by the City Representative, should be fertilized once a year with the rate of each application to be one pound of actual nitrogen per 1000 SF, using 15-15-15 formula material, or a formula specified by the City Representative.
- i) Note: All fertilizer shall be as noted, or a formula specified by the City Representative, at Contractor's expense.

4.4. Pruning (Trees Up To 15')

- a) Tree pruning shall be performed with the intent of developing structurally sound trees with safety as the ultimate goal. Prune for symmetrical appearance typical of the species and proper safety clearance and access.
- b) All pruning shall be done using the International Society of Arboriculture (ISA) pruning standards, ANSI A300 Standards, ANSI Z133 Safety Standards and maintain compliance with the Migratory Bird Treaty Act (MTBA). Excessive pruning, stubbing back, or topping will not be permitted unless specifically approved by the City Representative.
- c) All tree limbs must not be less than (8) feet in height along all walkways or public use areas and (14) feet clearance for branches overhanging beyond curb line into the paved section of roadways to maintain safe vehicular and pedestrian visibility, clearance and access to prevent or eliminate hazardous situations, unless otherwise specified by the City Representative.
- d) All plant material shall be trimmed to prevent encroachment onto private property.
- e) Prune plant materials so that all traffic control signs are clearly visible to approaching drivers.
- f) Remove all dead, diseased and insect infested branches, and limbs.
- g) Report severe damage or hanging limbs that are above fifteen feet (15') to the City Representative immediately. Limbs that have fallen or are otherwise lying on or contiguous to City maintained property shall be picked up by Contractor as soon as discovered or notified.
- h) Excessive pruning, stubbing back, or topping will not be permitted. All pruning cuts shall be made beyond, but close to, the branch collar ring. Trees shall be cleanly cut with no tearing of the bark. Shearing or "lollipopping" shall not be permitted unless specifically approved by the City Representative.
- i) Contractor is required to evaluate trees two (2) times per year for removal of stakes and for pruning. A pruning schedule shall be submitted to the City Representative by October 15th of each year.
- j) All trimmings and debris shall be removed and appropriately disposed of on the same day generated.
- k) The Contractor shall provide replacement trees, at Contractor's expense, if trees are damaged or if the pruning and safety standards are not met.
- l) Stakes and ties will be placed as recommended by the City Representative. Remove as soon as no longer needed. All costs will be at contractor's expense.
- m) All guys and ties shall be checked frequently to avoid girdling.
- n) Trees over 15 feet tall are maintained by separate contract.

- o) Remove all sucker growth from base of tree and other locations in which it may appear.

4.5. Planting

- a) Extra planting, if necessary, will be by specifications supplied by City staff.
- b) Dig the planting hole as deep as the root ball and twice as wide as or wider than the root ball. Be certain that the plant is not buried below the original soil level.
- c) Contractor is responsible for any extra watering (by hand or otherwise) that is needed to keep plant material alive.
- d) All new plant material and irrigation installations shall be guaranteed for a period of one calendar year, except due to "Acts of God," i.e., damage or death of plant material due to wind or storm events, or vandalism, theft, or other willful acts over which the maintenance contractor has no control. Existing plants shall be replaced by Contractor if it is determined by the City Representative that they died due to Contractor's negligence.

4.6. Weeding

- a) Grounds and turf shall be kept weed free or at a management level as determined by the City Representative.
- b) Contractor shall be responsible for eradicating weeds growing in cracks, expansion joints, and areas contiguous to the City landscape by way of mechanical and/or chemical means.

4.7. Turf Grass

All turf areas are to be mowed weekly and all borders neatly edged on the same day to maintain the height specified below. Trim around sprinkler heads as needed to provide maximum irrigation coverage. All walkways, hardscape areas, etc. shall be cleaned immediately afterwards.

- a) Mowing:
 - i. Schedule of mowing is determined by the type of turf being serviced and adjusted to coincide with seasonal growth rates to maintain a consistent, healthy appearance. Scheduled cuts missed due to inclement weather will be made up as soon as possible.
 - ii. Mower blades will be kept sharp at all times to prevent tearing of the leaf blade.
 - iii. Various mowing patterns will be employed to insure the even distribution of clippings and to prevent ruts in the turf caused by mowers.
 - iv. Speed of mowing shall be such that all turf is well mowed and not skipped, scalped or otherwise uneven in appearance.
 - v. Grass clippings will be left on the lawn to restore nutrients, unless excess clippings create an unsightly appearance. Rows or mounds of clippings shall not be left on the turf surface.
 - vi. Turf will be cut to a desirable height with no more than 1/3 of the leaf blade removed during each mowing to enhance health and vigor.
- b) Edging:
 - i. All turf edges including, but not limited to, sidewalks, patios, drives, curbs, shrub beds, flowerbeds, ground cover beds shall be edged to a neat and uniform line each time turf is mowed.

- ii. Mud, dirt and debris will be removed and not allowed to build up at the hard surface interface.
- c) Debris Removal
 - i. Prior to mowing, each area will be patrolled for trash and other debris to reduce the risk of object propulsion and scattering, excluding areas concentrated with trash (e.g., dumpster zones, dock areas, and construction sites).
 - ii. At no time shall any debris be blown into any roadway. Clippings and debris shall be blown into piles along the curb and removed. All safety precautions shall be maintained at all times while working in the roadways.
 - iii. Removal of all landscape debris generated on the property during landscape maintenance is the sole responsibility of Contractor, at no additional expense to the City.
- d) Mow to the following heights:
 - i. Bermuda – $\frac{3}{4}$ " to $1\frac{3}{4}$ "
 - ii. Fescue/Bluegrass- $1\frac{3}{4}$ " to $2\frac{1}{4}$ "
 - iii. Sports Turf- $\frac{3}{4}$ " to $1\frac{3}{4}$ "
- e) Reel Mowers shall be used exclusively on all Bermuda turf.
- f) Equipment Maintenance – Contractor shall provide routine blade sharpening and routine washing of mowers prior to cutting to help prevent the spread of undesirable seed mixes and damage to the turf blade.
- g) Aerate twice per year during the months of August and March. Aerate all turf by removing a minimum core (or slice) depth of 3" with an aerator machine at not more than 6" spacing and shall be done three (3) days before fertilizer application.
- h) All cores shall be removed from the turf and disposed of off-site or thoroughly pulverized within twenty-four (24) hours after aerating.
- i) Dethatch once a year during the month of September. This shall be accomplished by using a "flail type" dethatching machine
- j) Fertilize per specifications above.
- k) Turf areas at City Hall will be scheduled for over-seeding during the month of October, or as directed by the City Representative. Top-dress all seed placed on bare areas. Coordinate fertilization with over seeding operation. Keep the soil moist, but not soaked, until the grass is well established. Seeds shall be a "Perennial Rye" or a type designated by the City Representative. All costs will be per the payment schedule.

4.8. Shrub and Ground Cover

- a) Prune all shrubs to maintain a reasonable size in a manner of a soft natural desirable appearance. No heading back or box shape hedging shall be allowed unless otherwise specified by the City Representative.
- b) Thin out and remove dead wood from all shrubs annually, or as specified by the City Representative.
- c) Trim and/or edge to maintain all walkways, curbs, roadways, trails, etc., to clearly define interface from turf and ground covers.
- d) Trim and/or edge borders to clearly define interface from turf and ground covers biweekly.

- e) Ground covers shall be maintained to prevent any climbing or invading of trees, shrubs, walls, hardscape items, utilities, etc.
- f) Fertilize per specifications above.

4.9. Rose Care

- a) All Rose bed areas shall be mulched over with not less than 1" of weed free mulch twice yearly as specified by the City Representative.
- b) Roses to be properly pruned to allow maximum blooms.
- c) Apply an all-in-one rose feed and protect fertilizer in the spring and fall.

4.10. Hard Surface Areas

- a) These areas shall include sidewalks, tennis courts, common seating areas, basketball courts, bicycle trails, AC walkways, pathways, etc.
- b) All areas shall be inspected weekly and maintained in a neat, clean and safe condition at all times.
- c) All areas shall be cleaned weekly to remove all deposits of silt, sand, glass and any other foreign debris.
- d) Cracks and crevices shall be kept free of weeds at all times.
- e) Special emphasis shall be placed on chemical edging along bicycle trails and AC walkways to prevent damage to asphalt by vegetation. All such damage allowed to occur shall be repaired at the Contractor's expense.
- f) Paths and trails are to have unobstructed accessibility (i.e. free from low and protruding limbs, guy wires, etc.).
- g) Pathways and trails are to be neatly edged.

4.11. Miscellaneous Operations

- a) All walkways or other public access areas within shall be swept or cleaned weekly, or more if necessary (as approved by the City Representative), to remove any glass or other debris.
- b) All sidewalk areas abutting maintained areas shall be cleaned when dirtied by Contractor's operations, and at other times as required by the City Representative.
- c) All leaves, paper, and debris shall be removed from landscaped areas and disposed of offsite weekly, or as specified by the City Representative.
- d) Trash and recycling containers provided by the City shall be emptied weekly, or more if necessary and washed after emptying (when necessary) as determined by the City Representative. Contractor shall provide plastic liners for all trash cans at Contractor's expense.
- e) All concrete bench drains and other surface drains, to include the portion under a sidewalk, shall be kept free of vegetation, debris and algae to allow unrestricted water flow.
- f) Sump drains for drinking fountains shall be inspected monthly and cleaned/cleared as necessary.
- g) All other drainage facilities shall be cleaned of all vegetation and debris.

- h) All grates shall be tested for security and refastened as necessary. Missing or damaged grates shall be reported to the City Representative.
- i) All barbecue grills shall be emptied of all ashes during the beginning of the regular work week.
- j) Clean all park benches, picnic tables, and play equipment weekly. Sanitation and frequency may vary with use and as specified by the City Representative.

4.12. Erosion Control

- a) Proper erosion control measures shall be implemented to protect against erosion of pathways, berms, and slopes.
- b) No runoff shall be allowed to run into the watershed.

4.13. Graffiti

- a) Any graffiti or vandalism that is placed on any surface within the work area shall be reported immediately to the City Representative.

4.14. Lighting

- a) The Contractor shall remove all fallen branches from any light fixtures, including poles and bollards.
- b) Report any daylight burners or broken lights immediately to the City Representative.

4.15. Storm Services

- a) Contractor shall be responsible for the checking of landscape maintenance areas and for the removal and disposal of broken branches, fallen trees, drainage systems and erosion control during inclement weather.
- b) In the event of inclement weather, if at any time the landscaped areas become flooded and there is standing water, it will be the Contractor's responsibility to remove water immediately.

4.16. General

- a) All operations will be conducted to provide maximum safety for the public.
- b) Where the work may create potential or known hazards on streets or roads and to persons traversing them, Contractor shall obtain at his own expense and place whatever signs, lights, barricades, cones or other safety devices are necessary to prevent accidents, injuries or damages, consistent with the Manual on Uniform Traffic Control Devices (M.U.T.C.D.), subject to approval by the City Representative, and with all other applicable ordinances and statutes.
- c) When working, personnel shall wear safety reflective vests at all times.
- d) Contractor's vehicles shall be properly identified with their name, logo and telephone number.

- e) Contractor's personnel shall report problem areas, such as dry spots in turf and gophers, as noticed during regular operations, to their Supervisor, who will inform the City Representative immediately.
- f) Notification of all "specialty type" maintenance operations shall be given to the City Representative 48 hours prior to each of these operations by the Contractor. "Specialty Type" maintenance operations are defined as fertilization, turf aerification, turf dethatching, and annual type bedding plant replacements.
- g) Contractor is required as part of this Agreement to furnish all materials necessary to accomplish maintenance in accordance with the foregoing specifications. Contractor is further required to stock high usage items for repair of irrigation systems. Contractor will be reimbursed the wholesale cost of such materials and parts upon presentation of properly itemized invoices. Any other types of materials required to be furnished will be considered as extra work.
- h) Contractor shall not block trails with equipment or materials during or after his maintenance operations.
- i) Remove from maintained grounds, as necessary, any and all animal feces or materials detrimental to human health.
- j) Work performed under this contract shall conform to the current NPDES permit and City Storm Water Ordinances.
- k) Contractor will clean sidewalks, roadways, pathways and any other areas littered by his operations, prior to leaving the subject location. In all service areas, leaves, paper, weeds, or other debris will be removed a minimum of once per week as determined by the City Representative and disposed properly.
- l) Contractor shall be required to maintain an office within 50 miles of City of La Puente and provide a telephone service during normal working hours. Contractor shall provide an email address available for correspondence between the City and the Contractor which shall be monitored and responded to by the Contractor on a daily basis if necessary. The Site Supervisor shall always be available to the City via cell phone. Contractor is further required to provide City with an emergency number for contact outside the normal working hours.
- m) Contractor shall be required to provide uniforms for all field personnel that provide the public with the employees name and the company name.
- n) Contractor shall submit a monthly work schedule identifying the crews and where they are working on a daily basis. Inspections may be made the day after service to verify compliance with specifications. Notices of deficiency shall be made and 48 hours shall be given to correct problems or deductions may be taken.
- o) Restrooms are maintained by others.
- p) City will not provide storage of any materials. Bulk materials, such as soil and chips, are to be delivered and installed within 24 hours.
- q) Any spills or accidents are to be immediately dealt with properly and safely.
- r) The entire Central Avenue and Valley Boulevard Tri-angle area requires daily inspection and service for trash pickup and debris and keeping the area clean due to the high visibility.

EXHIBIT B
RATE SCHEDULES 1.0 AND 2.0

	EXHIBIT B 1.0 - RATE SCHEDULE													
		Shaded cells indicate areas where the service is not required.												
	<u>Location</u>	Irrigation Maintenance	Herbicide/ Pesticide Application	Turf Fertilization	Turf Mowing	Turf Edging	Turf Weeding Abatement	Tree Pruning	Shrub/ Groundcover Maint	Shrub/ Groundcover Fertilization	Hard Surfaces	Rose Care	City Hall Overseeing	Annual Grand Total
	<u>Frequency</u>	cost per month	cost each time	cost each time	cost each time	cost each time	cost per month	cost each time	cost per week	cost each time	cost per week	cost per month	cost each time	
	Times per Year	12	12	4	48	48	12	2	26	4	48	12	1	
1	Abbey Street Slope	\$ 25.40	\$ 77.25					\$139.40	\$ 203.40					\$ 6,799.00
2	Amar Road Medians	\$ 25.58	\$ 99.33	\$ 17.00	\$ 10.00	\$ 1.75	\$ 3.25	\$179.58	\$ 195.00	\$ 42.65				\$ 7,769.68
3	Central/Valley Blvd. Tri-Angle	\$ 42.64	\$ 85.25	\$ 85.28	\$160.32	\$20.85	\$ 8.70	\$595.85	\$ 8.75	\$ 8.50				\$ 12,129.56
4	City Hall	\$ 131.00	\$ 20.00	\$ 104.20	\$345.00	\$42.00	\$ 25.58	\$301.05	\$ 77.05	\$ 17.35	\$ 8.70	\$ 8.68	\$660.00	\$ 24,968.32
5	Elliot Place Tri-Angle	\$ 24.96	\$ 12.50	\$ 24.00	\$ 29.17	\$ 4.50	\$ 6.65	\$288.11	\$ 2.75	\$ 5.25	\$ 2.50			\$ 3,030.20
6	Hacienda/Glendora Tri-Angle	\$ 8.32	\$ 11.25	\$ 19.97	\$ 9.38	\$ 3.00	\$ 1.65	\$141.30	\$ 1.65	\$ 1.66	\$ 0.85			\$ 1,301.70
7	Hacienda Blvd. Medians	\$ 74.88	\$ 14.50	\$ 99.85	\$205.00	\$22.90	\$ 2.35	\$937.50	\$ 4.00	\$ 41.60	\$ 8.32			\$ 14,984.12
8	Nelson/Glendora Tri-Angle	\$ 8.25	\$ 12.50	\$ 25.11	\$ 8.25	\$ 1.75	\$ 3.25				\$ 7.39			\$ 1,223.16
9	Nelson/Hacienda Tri-Angle	\$ 8.25	\$ 12.50	\$ 17.09	\$ 10.00	\$ 1.75	\$ 3.25		\$ 2.75	\$ 16.51	\$ 6.87			\$ 1,387.66
10	Puente Ave Medians	\$ 75.00	\$ 17.00	\$ 105.00	\$240.00	\$24.00	\$ 20.00	\$1,036.2	\$ 2.50	\$ 1.25	\$ 7.50			\$ 16,938.50
11	Senior Center	\$ 25.00	\$ 16.65					\$25.00	\$ 50.00	\$ 7.00		\$12.00		\$ 2,021.80
12	Temple Ave. Panels	\$ 33.25	\$ 12.00					\$19.25	\$ 65.00	\$ 25.00				\$ 2,371.50
										ANNUAL GRAND TOTAL				\$ 94,925.20
	(To Include Labor at Prevailing Wages Plus all													
	Overhear - Does not include Holiday & O.T.)													
	Landscape Maintenance Laborer	\$38.00												
	Irrigation Specialist	\$50.00												
	Certified Pest Control Applicator	\$50.00												
	Foreman	\$45.00												
	Supervisor	\$55.00												
	Certified Tree Worker	\$50.00												
	Barry Konier (Consulting Fees)	\$200.00												

	EXHIBIT B 2.0 - RATE SCHEDULE													
		Shaded cells indicate areas where the service is not required.												
	<u>Location</u>	Irrigation Maintenance	Herbicide/ Pesticide Application	Turf Fertilization	Turf Mowing	Turf Edging	Turf Weeding Abatement	Tree Pruning	Shrub/ Groundcover Maint	Shrub/ Groundcover Fertilization	Hard Surfaces	Rose Care	City Hall Overseeing	Annual Grand Total
	<u>Frequency</u>	cost per month	cost each time	cost each time	cost each time	cost each time	cost per month	cost each time	cost per week	cost each time	cost per week	cost per month	cost each time	
	Times per Year	12	12	4	48	48	12	2	26	4	48	12	1	
1	Abbey Street Slope	\$ 25.40	\$ 89.55					\$139.40	\$ 325.55					\$ 10,122.50
2	Amar Road Medians	\$ 25.58	\$ 105.55	\$ 22.55	\$ 14.00	\$ 1.75	\$ 8.55	\$179.58	\$ 245.55	\$ 55.00				\$ 9,485.82
3	Central/Valley Blvd. Tri-Angle	\$ 42.64	\$ 90.55	\$ 175.00	\$225.55	\$38.55	\$ 24.55	\$595.85	\$ 15.55	\$ 12.50				\$ 16,915.68
4	Elliot Place Tri-Angle	\$ 24.96	\$ 14.55	\$ 42.55	\$ 33.00	\$ 4.50	\$ 9.55	\$288.11	\$ 7.75	\$ 8.55	\$ 3.55			\$ 3,541.24
5	Hacienda/Glendora Tri-Angle	\$ 8.32	\$ 14.75	\$ 25.75	\$ 10.00	\$ 3.00	\$ 5.55	\$141.30	\$ 7.50	\$ 5.55	\$ 1.55			\$ 1,644.64
6	Hacienda Blvd. Medians	\$ 74.88	\$ 19.55	\$ 135.55	\$225.55	\$22.90	\$ 8.55	\$937.50	\$ 7.55	\$ 41.60	\$10.55			\$ 16,447.66
7	Nelson/Glendora Tri-Angle	\$ 8.25	\$ 18.75	\$ 38.55	\$ 24.55	\$ 1.75	\$ 9.00				\$ 8.55			\$ 2,259.00
8	Nelson/Hacienda Tri-Angle	\$ 8.25	\$ 19.55	\$ 34.75	\$ 20.00	\$ 1.75	\$ 7.75		\$ 7.00	\$ 18.55	\$ 9.55			\$ 2,324.20
9	Puente Ave Medians	\$ 75.00	\$ 19.00	\$ 205.55	\$255.35	\$24.00	\$ 25.00	\$1,036.2	\$ 12.75	\$ 5.55	\$ 8.55			\$ 18,495.60
10	Temple Ave. Panels	\$ 33.25	\$ 12.00					\$28.55	\$ 75.55	\$ 25.00				\$ 2,664.40
										ANNUAL GRAND TOTAL				\$ 83,900.74
	(To Include Labor at Prevailing Wages Plus all													
	Overhear - Does not include Holiday & O.T.)													
	Landscape Maintenance Laborer	\$38.00												
	Irrigation Specialist	\$50.00												
	Certified Pest Control Applicator	\$50.00												
	Foreman	\$45.00												
	Supervisor	\$55.00												
	Certified Tree Worker	\$50.00												
	Barry Konier (Consulting Fees)	\$200.00												

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting Contractor's indemnification of City, and prior to commencement of the Services, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to the City.

General liability insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000.00 per occurrence, \$2,000,000.00 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000.00 combined single limit for each accident.

Professional liability (errors & omissions) insurance. Contractor shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Contractor agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Agreement.

Workers' compensation insurance. Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000.00).

Contractor shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees and volunteers.

Proof of insurance. Contractor shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsement must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this contract. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Contractor, his agents, representatives, employees or subcontractors.

Primary/noncontributing. Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

City's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Contractor, or City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, City may cancel this Agreement.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

Enforcement of contract provisions (non estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Contractor of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Notice of cancellation. Contractor agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess liability policies.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass Through Clause. Contractor agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Section. Contractor agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

City's right to revise specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City and Contractor may renegotiate Contractor's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City.

Timely notice of claims. Contractor shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.



City of La Puente

AGENDA REPORT

To: Mayor and City Council

For meeting of: February 12, 2019

From: Bob Lindsey, City Manager

By: Troy Butzlaff, ICMA-CM, Director of Administrative Services
Troy Grunklee, CPA, Finance Manager

SUBJECT: MID-YEAR FINANCIAL REVIEW AND CONSIDERATION OF RESOLUTIONS
AMENDING THE FISCAL YEAR 2018/19 OPERATING AND CAPITAL BUDGETS

BACKGROUND

This report provides an overview of the City's current financial performance, including an overview of the year prior as reported by the FY 2017/18 Comprehensive Annual Financial Report (CAFR) and a Mid-Year Review for FY 2018/19 through December 31, 2018. This financial summary identifies mid-year revenue and expenditure trends for all City funds and a preliminary forecast for FY 2019/20 year-end fund balance.

DISCUSSION

FY 2017/18 COMPREHENSIVE ANNUAL FINANCIAL REPORT

On January 8, 2019, the City Council previously accepted the Comprehensive Annual Financial Report (CAFR) for the fiscal year ending June 30, 2017. The City ended FY 2017/18 with \$7,997,394 million in unassigned reserves in its General Fund, which equated to nearly 63.2% of annual operating expenditures. The CAFR indicated that tax revenues from sources such as property and real estate transfer tax, sales tax, and transient occupancy tax, as well as an increase in development activity in the City, provided continued growth in the City's revenue sources.

FY 2018/19 GENERAL FUND REVENUE AND EXPENDITURE ESTIMATES

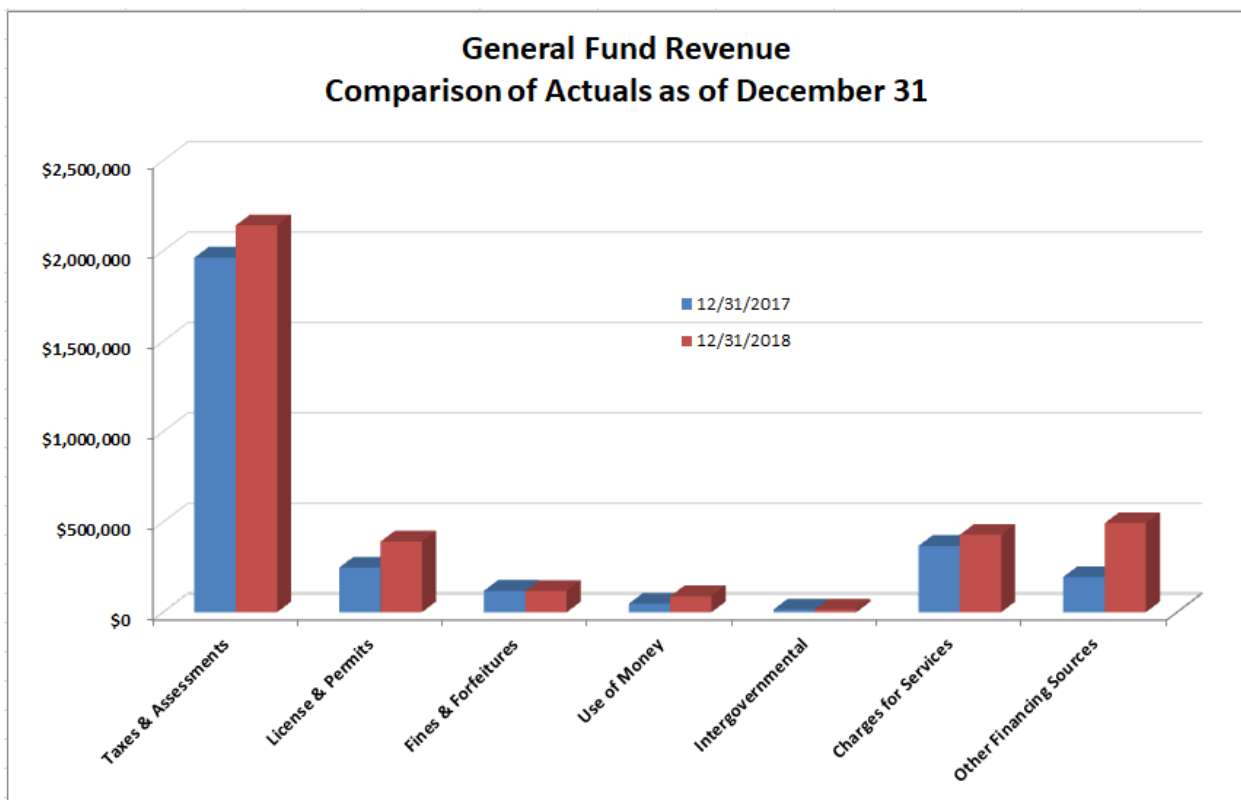
Revenues

A review of General Government revenues at December 31, 2018, shows that Property Taxes, the single highest revenue source for the City, are at \$541,235 or 8.83% of budget, compared to \$513,931 or 8.94% received as of December 31, 2018. On January 21, 2019 the City received \$2,711,357 in property tax revenues of which \$2,476,489.02 or 91.33% is designated for General Fund use. Included in this payment was the Property Tax In-Lieu of VLF of \$2,334,817 or 50.70% of the budgeted amount. Property Taxes are expected to come in slightly below budget by \$97,690 based on current estimates.

Sales tax receipts are at \$1,271,140, or 39.54% of budget, compared to \$1,129,742, or 35.76%, received at this time last year. Total sales taxes are expected to reach budget estimates by year-end. If the current trend stands, sales tax revenues are projected to end the year \$39,918 over estimated projections. Additionally, Measure LP goes in effect on April 1, 2019 and is expected to bring in revenue for the last quarter of the fiscal year. Since these revenues will not be received until after the end of the fiscal year, staff did not include them in the revenue projections.

License and Permits and Charges for Services related to development activity are performing well above expectations, and based on current trends will likely exceed budget projections for the fiscal year. Other License and Permits and Charges for Services are tracking as expected and are anticipated to come in slightly above projections. It is expected that Licenses and Permits and Charges for Services will exceed original budget projections by \$97,339 and \$139,041, respectively by the end of the fiscal year.

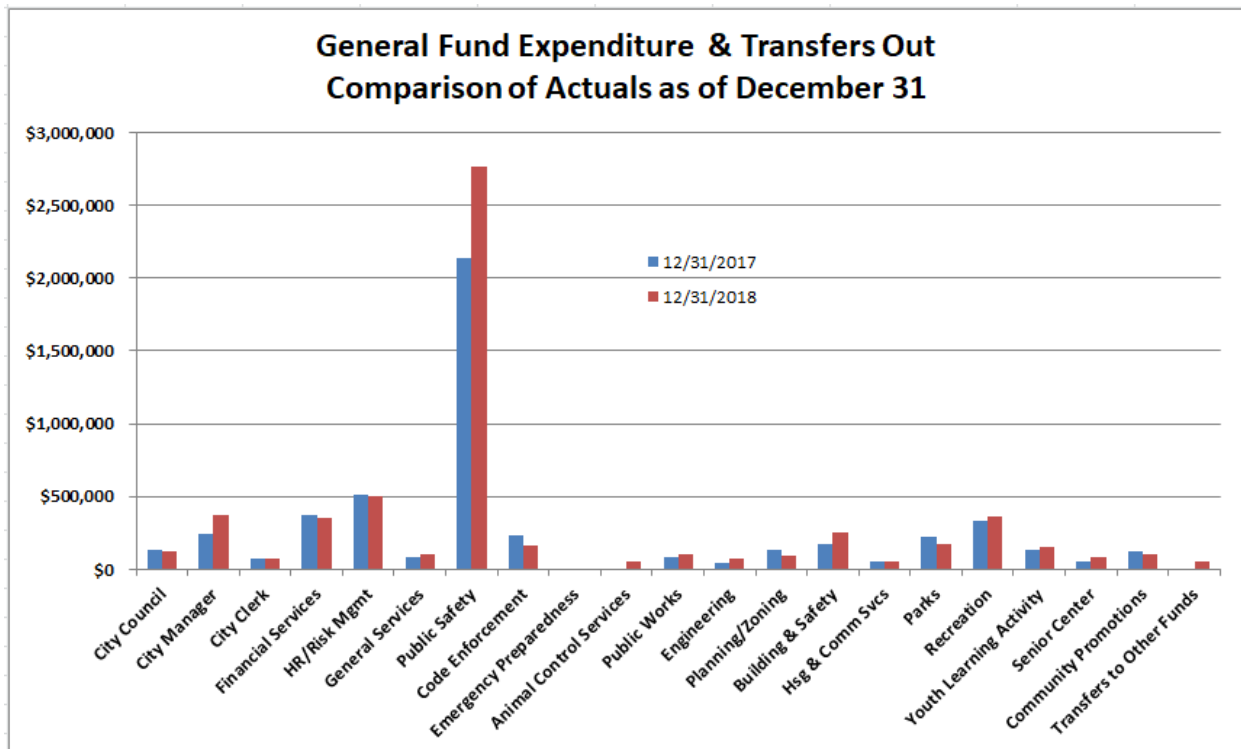
Other financing sources, more specifically the Successor Agency Reimbursement is expected to come in \$64,674 below budget. This is due to the California Department of Finance (DOF) denying the administrative allowance that was requested by staff which in turn was reduced to an amount that was more in line with DOFs expectation.



Overall, revenues at mid-year are at \$3.6 million or 28.38% of budget, compared to \$2.9 million or 24.46% of actual December 2017 receipts. Based on revenues received year-to-date, staff anticipates meeting budget projections by Fiscal Year end. A detailed breakdown of revenues received through December 31, 2018 is attached.

Expenditures

The City has expended \$6,038,384 from the General Fund for operating expenses through December 31, 2018. This level of expenditure represents 46.66 percent of total appropriations for the entire fiscal year. The following table compares expenditure levels for all funds at the end of December for both 2017 and 2018.



Actual expenditures are projected to be \$131,684 more than was originally budgeted due primarily to the following: an increase in staffing costs in the City Manager department; unexpected costs to repair the City Hall A/C unit; and an increase in the building and safety and engineering costs due to more permits being issued. Additionally, City staff has yet to receive an invoice from the County related to the November 2018 election. This invoice is expected to be significantly higher than what was budgeted based on correspondence received from the County. Lastly, public safety expenditures are higher than the approved budget due to a conversion of a smart growth officer from FY 17/18 to an SAO officer for FY 18/19 at a cost of an additional \$109,034 and the addition of \$50,000 related to special deployment activities throughout the City. A detailed breakdown of expenditures by department as of December 31, 2018 is attached.

FY 2018/19 GENERAL FUND YEAR-END FUND BALANCE PROJECTION

The following table summarizes the FY 2018/19 year-end fund balance projection, considering anticipated revenue and expenditure trends discussed above. It is anticipated that the FY 2018/19 General Fund will end the year with a net deficit of \$38,600, primarily driven by higher staffing costs, public safety costs, unexpected City Hall repair costs, and higher than expected election costs.

GENERAL FUND	FY 2018-19 Adopted Budget	FY 2018-19 Projections	Variance
Operating Revenue	12,578,100	12,652,141	74,041
Operating Expenditures	(12,940,900)	(13,072,584)	(131,684)
Transfers In	362,800	381,843	19,043
Estimated Surplus/(Deficit)	\$ -	\$ (38,600)	(38,600)

Overall, the City is anticipated to end the year with an estimated unassigned fund balance of \$2,747,585, which is equivalent to 21% of annual operating expenditures.

FUND BALANCE

The City began the fiscal year with a fund balance of \$19,372,042. This combined with a projected budget deficit of \$38,600 at year's end will result a projected fund balance of \$19,333,442 as of June 30, 2019.

GENERAL FUND	FY 2018-19 Adopted Budget	FY 2018-19 Projections
Fund Balance @ 06/30/18	\$ 19,372,042	\$ 19,372,042
Surplus/(Deficit) @ 06/30/18	-	(38,600)
Estimated Fund Balance @ 06/30/18	\$ 19,372,042	\$ 19,333,442
Less Unspendable Amounts		
Amounts Related to SA Loans		(11,350,632)
Estimated Unassigned Fund Balance @ 06/30/19		\$ 7,982,810
Less Reserve Policy Items		
25% Budgeted Expenditures		(3,235,225)
Emergency Reserve		(1,000,000)
Economic Uncertainty Reserve		(1,000,000)
Estimated Ending Unassigned Fund Balance @ 06/30/19		\$ 2,747,585

The City's reserve policy provides that the City shall maintain an undesignated, unappropriated reserve amount equal to at least 25% of budgeted expenditures as approved by the City Council for the current fiscal year which is approximately \$3,235,225 in undesignated reserves. In addition, the reserve policy provides that the City shall maintain a \$1 million emergency reserve and a \$1 million reserve for economic uncertainty. With the estimated unassigned fund balance of \$2,747,585, the City will have a total undesignated reserve fund balance of \$7,982,810 or 61.07% of operating expenditures.

Assuming the projected budget amounts come in as expected, staff recommends that the City fully fund the budgeted Annual Required Contribution (ARC) towards its Other Post-Employment Benefits (OPEB) liability. As of June 30, 2018, the City's total OPEB liability was \$3,781,675. The City's estimated ARC in the current fiscal year is \$375,600.

LIGHTING AND LANDSCAPE MAINTENANCE DISTRICT

A review of fund revenues at December 31, 2018, shows that Property Taxes for the District are at \$308,781 or 38.8% of budget and are expected to come in as budgeted.

The City has expended \$376,772 from the Fund for personnel and operating expenses through December 31, 2018. This level of expenditure represents 42.29% of total appropriations for the entire fiscal year. Estimates for utilities such as electricity and water have come in less than the expected budgeted amounts for the same time period and the City should see additional savings for electricity now that all of the street lights have been converted to LED.

5-YEAR FUND BALANCE PROJECTION

In the FY 18/19 budget was a 5-year fund balance projection. This projection assumed that revenues would increase by 2% annually and expenditures would increase by 4%. Based on this projection, for FY 19/20 expenditures will exceed revenues requiring a transfer of \$258,818 from unassigned fund balance at the end of the year and \$533,165 in FY 20/21. With a recession predicted in the next couple years, it is critical that the City begin taking steps to reduce expenditures to avoid having to take even greater amounts from unassigned fund balance to cover operations.

FISCAL IMPACT

As of December 31, 2018, staff has identified three items where a budget adjustment is needed:

1. \$46,875 – Costs related to staffing changes in the City Manager department
2. \$50,000 – Increase in LASD special deployment services
3. \$109,035 – Increase in LASD contract services

The total amount of all items is \$205,910. In the City Council approved FY 18/19 budget was a contingency amount of \$147,200. The amount not covered by the contingency amount is \$58,710; this amount will be deducted from the unassigned fund balance.

Additionally, Development Services staff would like to re-designate \$70,000 from Measure M funds that were originally budgeted for the Local Street Improvement project and designate it for design costs for the Crosswalk Enhancement project. The construction for this project will be paid using HSIP grant funds from the Department of Transportation.

RECOMMENDATION

It is recommended that the City Council: (1) receive and file the Mid-Year Financial Review for FY 2018/19; (2) adopt Resolution No. 19-5467, amending the adopted Operating Budget for Fiscal Year 2018/19 Operating Budget in the amount of \$58,710.00; and (3) adopt Resolution No. 19-5468 amending the adopted Capital Improvement Program Budget for Fiscal Year 2018/19 in the amount of \$70,000.00.

ATTACHMENTS

Attachment "A":	FY 18/19 General Fund Revenues and Expenditures for Six Month Period Ended December 31, 2018
Attachment "B":	Resolution No. 19-5467 amending Operating Budget
Attachment "C":	Resolution No. 19-5468 amending Capital Improvement Program Budget

CITY OF LA PUENTE
Operating Expenditures - General Fund
Mid-Year Financial Review for the Seven Months Ended December 31, 2018
(50.00% of year)

	FY 2017-2018					FY 2018-2019					
	Amended Budget	Actual Year-End Totals	Under(Over) Budgeted Expenditures	Actual Totals for 6-Months Ended 12/31/18	Actual 6-Month Totals as % of Amended Budget	Amended Budget	Projected Year-End Expenditures	Increase (Decrease) from Amended Budget	Actual Totals for 6-Months Ended 12/31/18	Actual 6-Month Totals as % of Amended Budget	Increase (Decrease) from Prior Year 6-Month Totals
<i>City Council</i>	\$ 249,950	\$ 249,864	\$ 86	\$ 134,401	53.77%	\$ 261,750	\$ 251,120	\$ (10,630)	\$ 125,560	47.97%	-6.58%
<i>City Manager</i>	610,500	514,128	96,372	248,806	40.75%	583,600	630,475	46,875	369,015	63.23%	48.31%
<i>City Clerk</i>	164,800	154,708	10,092	73,524	44.61%	261,400	231,612	(29,788)	70,806	27.09%	-3.70%
<i>Financial Services</i>	777,500	733,053	44,447	373,737	48.07%	662,100	595,890	(66,210)	358,831	54.20%	-3.99%
<i>Human Resources/Risk Management</i>	876,400	985,075	(108,675)	516,859	58.98%	1,078,450	1,004,610	(73,840)	502,305	46.58%	-2.82%
<i>General Services</i>	200,000	195,668	4,332	84,660	42.33%	338,100	211,756	(126,344)	105,878	31.32%	25.06%
<i>Public Safety Services</i>	6,318,700	6,360,627	(41,927)	2,141,248	33.89%	6,732,400	6,792,317	59,917	2,762,641	41.04%	29.02%
<i>Code Enforcement Services</i>	502,900	650,119	(147,219)	236,339	47.00%	333,600	329,722	(3,878)	164,861	49.42%	-30.24%
<i>Emergency Preparedness</i>	12,000	20,399	(8,399)	-	0.00%	2,000	2,000	-	-	0.00%	#DIV/0!
<i>Animal Control Services</i>	-	-	0	-	#DIV/0!	198,000	160,636	(37,364)	55,318	27.94%	#DIV/0!
<i>Public Works Services</i>	158,900	147,795	11,105	80,443	50.62%	148,300	123,810	(24,490)	100,836	67.99%	25.35%
<i>Engineering Services</i>	93,100	123,867	(30,767)	42,784	45.95%	91,300	145,098	53,798	72,549	79.46%	69.57%
<i>Planning/Zoning Services</i>	223,450	240,324	(16,874)	133,288	59.65%	194,400	195,006	606	97,503	50.16%	-26.85%
<i>Building & Safety Services</i>	271,300	511,323	(240,023)	173,658	64.01%	251,200	514,664	263,464	257,332	102.44%	48.18%
<i>Housing & Community Services</i>	88,900	86,751	2,149	51,313	57.72%	100,600	104,000	3,400	52,000	51.69%	1.34%
<i>Parks</i>	442,400	461,822	(19,422)	222,417	50.28%	320,600	358,986	38,386	179,493	55.99%	-19.30%
<i>Recreation Services</i>	631,800	635,131	(3,331)	335,374	53.08%	682,200	736,980	54,780	368,490	54.01%	9.87%
<i>Youth Learning Activity Services</i>	283,800	255,805	27,995	137,419	48.42%	315,100	305,276	(9,824)	152,638	48.44%	11.07%
<i>Senior Services</i>	148,200	143,272	4,928	54,892	37.04%	188,300	168,630	(19,670)	84,315	44.78%	53.60%
<i>Community Promotions</i>	210,000	173,097	36,903	123,671	58.89%	197,500	209,996	12,496	104,998	53.16%	-15.10%
<i>Transfers to Other Funds</i>	-	54,676	(54,676)	-	0.00%	-	-	-	53,015	0.00%	#DIV/0!
Total General Fund Expenditures	\$ 12,264,600	\$ 12,697,504	\$ (432,904)	\$ 5,164,833	42.11%	\$ 12,940,900	\$ 13,072,584	\$131,684	\$ 6,038,384	46.66%	16.91%

CITY OF LA PUENTE
Revenues - General Fund
Mid-Year Financial Review for the Six Months Ended December 31, 2018
(50.00% of year)

	FY 2017-2018					FY 2018-2019					
	Amended Budget	Actual Year-End Totals	Over (Under) Budgeted Revenue	Actual Totals for 6-Months Ended 12/31/17	Actual 6-Month Totals as % of Amended Budget	Amended Budget	Projected Year-End Revenues	Increase (Decrease) from Amended Budget	Actual Totals for 6-Months Ended 12/31/18	Actual 6-Month Totals as % of Amended Budget	Increase (Decrease) from Prior Year 6-Month Totals
Taxes & Assessments											
<i>Sales and Use Tax</i>	\$ 3,159,000	\$ 3,150,107	(8,893)	\$ 1,129,742	35.76%	\$ 3,215,000	\$ 3,253,918	\$ 38,918	\$ 1,271,140	39.54%	12.52%
<i>Franchise Fees</i>	990,600	1,078,364	87,764	173,337	17.50%	991,500	991,500	0	187,255	18.89%	8.03%
<i>Property Tax</i>	5,747,600	5,932,188	184,588	513,931	8.94%	6,129,400	6,031,710	(97,690)	541,235	8.83%	5.31%
<i>Transient Occupancy Tax</i>	230,000	238,611	8,611	64,374	27.99%	245,000	232,800	(12,200)	65,741	26.83%	2.12%
<i>Others</i>	145,000	178,784	33,784	80,311	55.39%	170,000	170,000	0	75,121	44.19%	-6.46%
	10,272,200	10,578,054	305,854	1,961,695	19.10%	10,750,900	10,679,928	(70,972)	2,140,492	19.91%	9.11%
License & Permits											
<i>Industrial Waste Permits</i>	20,000	26,176	6,176	6,610	33.05%	19,500	16,054	(3,446)	11,467	58.81%	73.48%
<i>Building & Safety Permits</i>	301,500	556,788	255,288	170,039	56.40%	379,200	504,705	125,505	336,470	88.73%	97.88%
<i>Animal License Fees</i>	75,000	250,504	175,504	52,579	70.11%	110,000	83,112	(26,888)	17,678	16.07%	-66.38%
<i>Others</i>	30,800	42,463	11,663	17,815	57.84%	35,200	37,368	2,168	24,912	70.77%	39.84%
	427,300	875,931	448,631	247,043	57.81%	543,900	641,239	97,339	390,527	71.80%	58.08%
Fines & Forfeitures											
<i>Parking Citations</i>	245,000	230,019	(14,981)	80,611	32.90%	220,000	198,450	(21,550)	84,225	38.28%	4.48%
<i>Others</i>	90,000	104,793	14,793	38,240	42.49%	90,000	82,070	(7,930)	33,735	37.48%	-11.78%
	335,000	334,812	(188)	118,851	35.48%	310,000	280,520	(29,480)	117,960	38.05%	-0.75%
Use of Money											
<i>Interest on Investments</i>	75,000	121,436	46,436	46,660	62.21%	85,000	87,638	2,638	88,425	104.03%	89.51%
Intergovernmental											
<i>Grants</i>	26,500	29,554	3,054	15,232	57.48%	30,500	29,850	(650)	15,175	49.75%	-0.37%
<i>Others</i>	30,400	30,810	410	1	0.00%	32,200	28,000	(4,200)	-	0.00%	-100.00%
	56,900	60,364	3,464	15,233	26.77%	62,700	57,850	(4,850)	15,175	24.20%	-0.38%
Charges for Services											
<i>Building Plan Check Fees</i>	148,500	291,425	142,925	151,220	101.83%	150,000	200,262	50,262	133,508	89.01%	-11.71%
<i>Public Works Inspection Fees</i>	98,000	147,993	49,993	58,969	60.17%	96,200	162,663	66,463	108,442	112.73%	83.90%
<i>Vehicle Impound Fees</i>	25,000	39,648	14,648	15,960	63.84%	36,000	35,368	(632)	11,928	33.13%	-25.26%
<i>Recreation Programs</i>	136,000	150,096	14,096	48,904	35.96%	136,000	152,350	16,350	87,057	64.01%	78.02%
<i>Passport Program</i>	18,000	36,321	18,321	14,715	81.75%	27,500	28,956	1,456	14,478	52.65%	-1.61%
<i>Telecommunications Lease/Rental</i>	35,400	36,690	1,290	18,973	53.60%	35,400	35,434	34	17,717	50.05%	-6.62%
<i>Others</i>	73,900	128,790	54,890	57,983	78.46%	104,200	109,308	5,108	54,654	52.45%	-5.74%
	534,800	830,963	296,163	366,724	68.57%	585,300	724,341	139,041	427,784	73.09%	16.65%
Other Financing Sources											
<i>Successor Agency Reimbursement</i>	136,400	116,040	(20,360)	0	0.00%	135,100	70,426	(64,674)	0	0.00%	#DIV/0!
<i>Donations</i>	54,000	3,175	(50,825)	2,850	0.00%	5,000	5,000	0	0	0.00%	-100.00%
<i>Transfers in from Other Funds</i>	362,800	403,850	41,050	106,786	0.00%	362,800	381,843	19,043	118,843	32.76%	100.00%
<i>Others</i>	10,200	(224,114)	(234,314)	85,166	0.00%	100,200	105,200	5,000	373,625	372.88%	338.70%
	563,400	298,951	(264,449)	194,802	34.58%	603,100	562,469	(40,631)	492,468	81.66%	152.80%
Total General Fund Revenues	\$ 12,264,600	\$ 13,100,511	\$ 835,911	\$ 2,951,008	24.06%	\$ 12,940,900	\$ 13,033,984	\$ 93,084	\$ 3,672,831	28.38%	24.46%

RESOLUTION NO. 19-5467

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF LA PUENTE, CALIFORNIA, AMENDING THE
ADOPTED OPERATING BUDGET FOR FISCAL YEAR
2018/19**

WHEREAS, on June 26, 2018, the City Council approved and adopted the Fiscal Year (“FY”) 2018-19 operating budget; and

WHEREAS, the City of La Puente has experienced various adjustments to changing conditions since the budget was adopted and needs to amend the budget to reflect these adjustments.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LA PUENTE
HEREBY FINDS, DETERMINES AND RESOLVES AS FOLLOWS:**

SECTION 1. The above recitals are true and correct and are incorporated herein by reference.

SECTION 2. The City of La Puente’s Operating Budget for Fiscal Year 2018-2019 is hereby amended to include an additional \$58,710 for costs related to staffing changes in the City Manager department and an increase in Los Angeles Sheriff Department special deployment and contract services:

FROM:	General Fund Unassigned Balance (100-30100)		
TO:	AMOUNT	ACCOUNT	DESCRIPTION
	<u>\$58,710</u>	100-1150-53974	Contingency
	<u><u>\$58,710</u></u>		

SECTION 3. The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or its applicability to other persons or circumstances.

SECTION 4. That the City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

PASSED, APPROVED AND ADOPTED this 12th day of February, 2019, by the following vote:

AYES:	COUNCILMEMBERS:
NOES:	COUNCILMEMBERS:
ABSENT:	COUNCILMEMBERS:
ABSTAIN:	COUNCILMEMBERS:

Valerie Munoz, Mayor

ATTEST:

Sheryl Garcia, City Clerk

RESOLUTION NO. 19-5468

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LA PUENTE, CALIFORNIA, AMENDING THE ADOPTED
CAPITAL IMPROVEMENT PROGRAM BUDGET FOR
FISCAL YEAR 2018/19**

WHEREAS, on June 26, 2018, the City Council approved and adopted the Fiscal Year (“FY”) 2018-19 capital budget; and

WHEREAS, the City of La Puente has experienced various adjustments to changing conditions since the budget was adopted and needs to amend the budget to reflect these adjustments.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LA PUENTE
HEREBY FINDS, DETERMINES AND RESOLVES AS FOLLOWS:**

SECTION 1. The above recitals are true and correct and are incorporated herein by reference.

SECTION 2. The City of La Puente’s Capital Budget for Fiscal Year 2018-2019 is hereby amended to include an additional \$70,000 for capital costs related to design costs for the Crosswalk Enhancement project:

FROM:	Measure M Fund Local Street Improvement Project (203-5510-59300)		
TO:	AMOUNT	ACCOUNT	DESCRIPTION
	\$70,000	203-5586-59210	Design Engineering (Crosswalk Enhancements)
	<u>\$70,000</u>		

SECTION 3. The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or its applicability to other persons or circumstances.

SECTION 4. That the City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

PASSED, APPROVED AND ADOPTED this 12th day of February, 2019, by the following vote:

AYES:	COUNCILMEMBERS:
NOES:	COUNCILMEMBERS:
ABSENT:	COUNCILMEMBERS:
ABSTAIN:	COUNCILMEMBERS:

Valerie Munoz, Mayor

ATTEST:

Sheryl Garcia, City Clerk



City of La Puente AGENDA REPORT

To: Mayor and City Council

For meeting of: February 12, 2019

From: Bob Lindsey, City Manager

By: John Di Mario, Development Services Director
Gisel Rubio, Rehabilitation Grant Specialist

SUBJECT: CONSIDERATION OF A GRANT AGREEMENT WITH FOOTHILL TRANSIT IN THE AMOUNT OF \$40,000 FOR THE REPLACEMENT OF BUS SHELTER STRUCTURES IN THE CITY

BACKGROUND

In 2015, the City was successful in obtaining a \$35,000 Grant from Foothill Transit which resulted in the removal and replacement of existing bus shelters with new modern, solar illuminated, shelter structures at 11 locations in the City and bus benches at two stops along westbound Valley Blvd on the north side. The project utilized the \$35,000 grant along with \$221,067 of the City's Proposition A Funds.

DISCUSSION

At this time, Staff is bringing forth the Grant Agreement for Council consideration to secure the \$40,000.00 the City has been allocated through Foothill Transit. As part of the application process, the City identified the following two shelter locations along Foothill Transit's route that would be replaced:

- Hacienda Boulevard and Glendora Avenue – Southeast Corner
- Hacienda Boulevard and Maplegrove Street – Southwest Corner

As part of the budget process for Fiscal Year 2019-20, Staff will evaluate the condition of the remaining older bus shelters in the City to determine if they would be candidates for replacement and come back to the City Council with a recommendation on the scope of the project, funding sources, and the specific shelter locations recommended for replacement.

Attached to this report as Attachment "A" is the Agreement for Bus Stop Enhancements ("BSE") between Foothill Transit and the City of La Puente. The BSE agreement provides for the reimbursement of \$40,000 from the Bus Stop Enhancement Program ("BSEP") to the City for all supplies, equipment, installation, and labor required for the completion of the enhancements.

The replacement of deteriorated bus shelters is in keeping with the City's strategic plan goals of enhancing City facilities and infrastructure and improving the image and perception of the City.

The BSE agreement gives the City to June 30, 2020 to complete the project for the bus shelters funded by the grant. One requirement of the BSEP funding is for the City to approve and execute the BSE agreement prior to March 1, 2019 and prior to submitting any invoices for reimbursement of costs under the grant.

FISCAL IMPACT

This project will be budgeted for the Fiscal Year 2019-20 Capital Improvement budget. As previously discussed, Staff will return to the City Council with recommendations on the number of shelters to be replaced and funding considerations.

RECOMMENDATION

It is recommended that the City Council approve the Bus Stop Enhancements Agreement with Foothill Transit.

ATTACHMENTS

Attachment “A”: Bus Stop Enhancement Agreement



Foothill Transit Going Good Places

Agreement For Bus Stop Enhancements Between Foothill Transit and the City of La Puente

This Agreement is made and entered into as of date executed by Foothill Transit, by and between **Foothill Transit**, a joint powers agency organized under the laws of the State of California with its principal place of business at 100 South Vincent Avenue, Suite 200, West Covina, California 91790 (“Foothill Transit”) and the **City of La Puente** (“City”), a California municipal corporation, with its principal place of business at 15900 Main Street, La Puente, California 91744. Foothill Transit and the City are sometimes individually referred to as a “Party” and collectively as “Parties.”

RECITALS

Whereas, Foothill Transit is the primary bus service provider for the Pomona and eastern San Gabriel Valleys; and

Whereas, Foothill Transit has developed the Bus Stop Enhancement Program in order to aid cities within the service area of Foothill Transit with funding for bus stop enhancements; and

Whereas, the City is located in the service area of Foothill Transit, and has filed an application with Foothill Transit for grant funding from the Bus Stop Enhancement Program (“Application”).

NOW THEREFORE, and in consideration of the mutual covenants and conditions contained herein, the Parties agree as follows:

1. This Agreement shall commence as of the date it is executed by Foothill Transit.
2. City agrees to provide Foothill Transit with record design and construction drawings (“Record Drawings”) of the City’s proposed bus stop enhancements referred to in the Application (“Enhancements”) approved by the appropriate City agency no later than December 31, 2019 for Foothill Transit’s approval. A copy of the City’s Application is attached hereto as Exhibit A, and incorporated herein by reference. If the Record Drawings are not provided by this date, and Foothill Transit has not approved an extension of this Agreement in advance,

in writing, this Agreement shall terminate and be of no further force or effect.

3. The City agrees to complete the Enhancements to the bus stops set forth in its Application, in accordance with the Record Drawings, by June 30, 2020 (the "Completion Date"). For purposes of this Agreement, "complete" means that the bus stops set forth in the Application have been updated with the Enhancements set forth in the Record Drawings and are available for use as bus stops. The City may request an extension of up to 90 days to complete the Enhancements. The City shall make its request for an extension in writing and deliver such request no later than ten (10) days prior to the Completion Date. If Foothill Transit approves of the extension, the date noted in the approval shall replace the original Completion Date. Any extension will be approved only for time and shall not include additional reimbursement(s) for costs incurred due to the extension.
4. Foothill Transit has the sole and reasonable discretion to determine whether the Enhancements have been completed. If the City has not completed the Enhancements by the Completion Date, Foothill Transit may terminate this Agreement. A termination pursuant to this paragraph shall mean that the Agreement is of no further force and effect, and Foothill Transit will not reimburse the City for any funds expended by the City to complete the Enhancements.
5. Foothill Transit will notify the City in writing of its determination regarding completion of the Enhancements following the earlier of Foothill Transit's receipt of the City's invoice pursuant to paragraph 10 below or the date set forth in paragraph 3 above.
6. Foothill Transit agrees to reimburse the City for funds actually expended by City for the Enhancements in an amount not to exceed Forty Thousand Dollars (\$40,000.00) ("Grant Amount"). The reimbursement will be limited solely to the Enhancements shown on the approved Record Drawings. Said Grant Amount shall be used by the City to furnish all supplies, equipment, installation, and labor required to complete the Enhancements. The City is solely responsible for all costs relating to the Enhancements that exceed the Grant Amount.
7. The City shall submit monthly status reports to Foothill Transit concerning the construction of the Enhancements. Said reports shall be submitted no later than the fifth business day of each month following the month in which the work on the Enhancements is furnished, until completion of the Enhancements.

8. The City shall design and construct the Enhancements in accordance with all applicable standards, codes, and regulations.
9. The City shall ensure that all bus stops constructed under the Bus Stop Enhancement Program meet the applicable Accessibility Guidelines for Transportation Facilities set out as Appendix A to 49 C.F.R. Part 37.
10. The City shall submit to Foothill Transit its invoice requesting reimbursement, together with a detailed itemization of costs incurred for which reimbursement is sought, within thirty (30) days of the completion of the Enhancements in accordance with the Record Drawings. Foothill Transit shall reimburse the City for all costs associated with the construction of the Enhancements, not to exceed the Grant Amount, within sixty (60) days of the City's invoice. In the event Foothill Transit disputes any costs set forth in the City's invoice, Foothill Transit shall notify the City within fifteen (15) days of the receipt of said invoice.
11. Following completion of the Enhancements, the City shall maintain the Enhancements in good condition, including the physical integrity and appearance of the shelter and bus stop modules, and provide repairs as needed at the sole expense of the City.
12. Neither Foothill Transit, nor any of its Members, officials, officers, volunteers, agents, and staff (hereinafter referred to as "Indemnitees") shall be liable for any loss, injury or damage occurring by reason of any acts or omissions by the City, its officers, employees, or agents under or in connection with this Agreement. Pursuant to Government Code Section 895.4, the City agrees to indemnify and hold harmless Indemnitees from and against any and all liability or expense, including any claim of liability, and any and all losses or costs (including reasonable legal expenses and costs of expert witnesses and consultants) arising from any actions or failures to act by the City pursuant to or in furtherance of this Agreement.
13. The City further agrees to indemnify, and hold harmless Indemnitees from and against any and all liability or expense, including any claim of liability, and any and all losses or costs (including reasonable legal expenses and costs of expert witnesses and consultants) that may be imposed upon Foothill Transit solely by virtue of the provisions of Section 895.2 of the California Government Code.

14. Civil Rights Requirements

A. **Nondiscrimination** - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, Grantee agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age or disability. In addition, Grantee agrees to comply with applicable Federal implementing regulations and other implementing requirements that the Federal Transit Administration (“FTA”) may issue.

B. Equal Employment Opportunity

(1) *Race, Color, Religion, Sex, Sexual Orientation, Gender Identity, and National Origin.* In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Grantee agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and Executive Order 13672, “Further Amendments to Executive Order 11478, Equal Employment Opportunity in the Federal Government, and Executive Order 11246, Equal Employment Opportunity,” 42 USC § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the work. The Grantee agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, national origin, or age. The Grantee agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(2) *Age.* In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the City agrees to refrain from discrimination against present and prospective employees for reason of age.

(3) *Disabilities.* In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the City agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to

Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities.

15. Audit and Inspection of Records

A. General

The City shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement in accordance with generally accepted accounting practices. All such records shall be clearly identifiable. The City agrees that Foothill Transit or any of its duly authorized representatives, shall, for the purpose of audit and examination, be permitted to inspect all work, materials, payrolls and other data and records, and to audit the books, records, and accounts relating to the performance of the Agreement. Further, the City agrees to maintain all required records for at least three (3) years after Foothill Transit has made final payment.

B. Audit Adjustments

Appropriate financial adjustments may be made by Foothill Transit based upon any inconsistency, irregularity, discrepancy, or unsubstantiated billing revealed as a result of an audit. Financial adjustments reflecting an overcharge to Foothill Transit may be charged against City’s future invoices. Foothill Transit shall audit the City’s invoices following Foothill Transit’s receipt of each invoice.

16. Notices

Any correspondence, notices, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Foothill Transit’s regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the Parties may, from time to time, designate in writing).

City: La Puente
Bob Lindsey
City Manager
Address: 15900 E. Main Street
La Puente, CA 91744
Telephone: (626) 855-1500

With a copy to:
James M. Casso, City Attorney
Casso & Sparks, LLP
13200 Crossroads Parkway North, Suite 345
City of Industry, CA 91746
Telephone: (626) 269-2980

Foothill Transit:

Foothill Transit

Address: 100 S. Vincent Ave., Suite 200

West Covina, CA 91790

Telephone: (626) 931-7225

Fax: (626) 931-7325

The Parties hereby agree to notify each other in writing, of any a change in the contact person(s), mailing addresses and/or facsimile numbers.

17. GENERAL PROVISIONS

A. The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and shall have no significance in the interpretation of this Agreement.

B. The waiver by Foothill Transit or City, of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by Foothill Transit or City unless in writing.

C. Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any Party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such Party of any of all of such other rights, powers or remedies.

D. If any action at law or suit in equity is brought to enforce or interpret the provisions of this Agreement, the venue for any litigation shall be Los Angeles County, California or in the United States District Court for Central District of California.

E. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

F. This Agreement shall be governed and construed in accordance with the laws of the State of California without regard to principles of conflicts of laws.

G. This instrument contains the entire Agreement between Foothill Transit and City with respect to the transactions contemplated herein. No other prior oral or written agreement(s) are binding upon the Parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by Foothill Transit and the City.

H. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

I. Each person executing this Agreement hereby represents and warrants (i) their authority to do so, and (ii) that such authority has been duly and validly conferred.

In witness thereof, the Parties hereto have caused this Agreement to be executed as of the date written below.

Foothill Transit

City of La Puente

By: _____
Doran J. Barnes
Executive Director

By: _____
Valerie Munoz
Mayor

Dated: _____

Dated: _____

ATTEST:

By: _____
Kathleen E. Kraft
Special Counsel

By: _____
Sheryl Garcia
City Clerk

Approved as to Form:

By: _____
James M. Casso
City Attorney



City of La Puente

15900 E. Main Street La Puente, CA 91744-4719 Telephone (626) 855-1500 Fax (626) 961-4626 www.lapuente.org

September 24, 2018

Foothill Transit Bus Stop Enhancement Program
Mr. Henry Lopez, Transit Planner
100 S. Vincent Avenue, Suite 200
West Covina, CA 91790

Re: 2018 Foothill Transit Bus Stop Enhancement Grant Request

Dear Mr. Lopez,

The City of La Puente is respectfully requesting funding in the amount of \$40,000 from Foothill Transit for the replacement of two (2) bus stop shelters in the City of La Puente. Attached please find the City of La Puente's Bus Stop Enhancement Program proposal for the bus stops listed below:

1. **Hacienda Boulevard and Glendora Avenue / Southeast corner:** Complete replacement of shelter.
2. **Hacienda Boulevard and Maplegrove Avenue / Southwest Corner:** Complete replacement of shelter.

The City of La Puente currently contracts with a private vendor to maintain and clean each shelter and the immediate surrounding area once a week. Each trash can is emptied once a week.

Thank you for your consideration of this proposal.

Sincerely,

John Di Mario
Development Services Director

Enclosures: Grant Application
Bus Stop Photos
Foothill Transit Map

c: David Carmany, City Manager
Troy Butzlaff, Director of Administrative Services

EXHIBIT A

City of La Puente
Foothill Transit (BSEP)

GRANT APPLICATION

2018 Foothill Transit Bus Stop Enhancement Program

City of La Puente Grant Request

b. Current Bus Stop Aspects

Bus Stop Locations:

1. Hacienda Boulevard and Glendora Avenue / Southwest corner:

Longitude: -117.951101

Latitude: 34.03306

Current Bus Stop Condition: Existing shelter is deteriorating from the elements. The structure is rusty and also fading. The roof has cracks that allow water to seep through and leak on residents waiting for the bus. The shelter has been re-painted multiple times due to vandalism. There are no issues with ADA accessibility, proximity to crosswalk, or sidewalk width.

Current Services: Foothill Stop only.

Neighborhood Characteristics: La Puente is primarily a hub for transportation to the surrounding neighborhood centers/trip generators including: Cal Poly Pomona, Mt. San Antonio College, Rio Hondo College, Citrus College, El Monte Station, The Plaza at West Covina, Puente Hills Mall, Santa Fe Dam Recreation Area, Workman & Temple Family Homestead Museum, San Gabriel River Trail, Hacienda La Puente Adult Education School, Bassett Adult School, Queen of the Valley Hospital, and Inter Community Hospital.

Estimated Costs: Removal/Disposal of Existing Shelter: Furnish and install new bus shelter and attached bench \$20,000.

Plans, Specifications and Photos: See Photo/Image A.

Description of Improvements: Complete Replacement of Shelter.

Bus Stop Modules: Shelter, overhang, and bench.

Current Ridership - Average weekday boarding's/alightings: 135

2. Hacienda Boulevard and Maplegrove Avenue Southwest corner:

Longitude: -117.949157

Latitude: 34.045568

Current Bus Stop Condition: Existing shelter is deteriorating from the elements. The structure is rusty and fading. The roof has cracks that allow water to seep through and leak on residents waiting for the bus. The shelter has been re-painted multiple times due to vandalism. There are no issues with ADA accessibility, proximity to crosswalk, or sidewalk width.

Current Services: Foothill Stop and La Puente Link Stop.

Neighborhood Characteristics: La Puente is primarily a hub for transportation to the surrounding neighborhood centers/trip generators including: Cal Poly Pomona, Mt. San Antonio College, Rio Hondo College, Citrus College, El Monte Station, The Plaza at West Covina, Puente Hills Mall, Santa Fe Dam Recreation Area, Workman & Temple Family Homestead Museum, San Gabriel River Trail, Hacienda La Puente Adult Education School, Bassett Adult School, Queen of the Valley Hospital, and Inter Community Hospital.

Estimated Costs: Removal/Disposal of Existing Shelter: Furnish and install new bus shelter and attached bench \$20,000.

Plans, Specifications and Photos: See Photo/Image B.

Description of Improvements: Complete replacement of shelter.

Project Timeline: For two (2) bus shelters, the removal of the existing shelters, site work, installation of new shelters, and other appurtenant work will take approximately twenty-one (21) days. Please note that procurement and fabrication of the bus shelters will take approximately 120 days.

- The removal of existing bus shelters - two (2) days
- Site work - five (5) days
- Installation of the bus shelters - ten (10) days; and
- The process of pressure washing and installing plaques two (2) days each for each shelter total of four (4) days.

Bus Stop Modules: Shelter, overhang, and bench.

Current Ridership - Average weekday boardings/alightings: 130

BUS STOP PHOTOS



Image A

Hacienda Blvd and Glendora Ave S/W

Complete replacement of shelter.

Service of Ridership: Foothill Stop only.



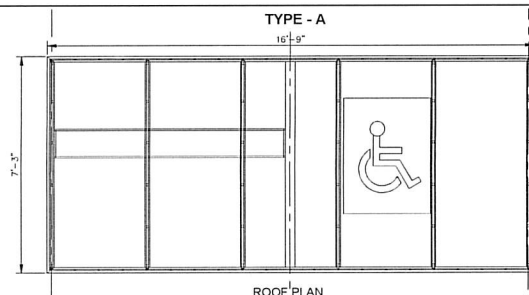
Image B

Hacienda Blvd and Maplegrove Ave S/W

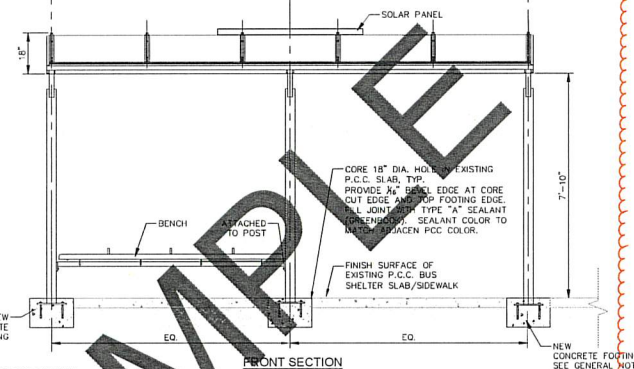
Complete replacement of shelter.

Service of Ridership: Foothill Stop and La Puente Link Stop.

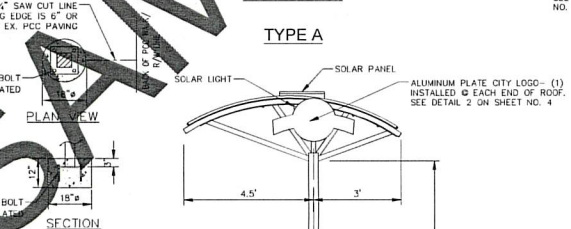
SAMPLES OF PLANS & SPECIFICATIONS



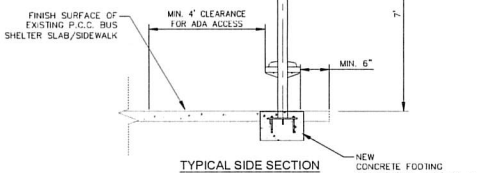
ROOF PLAN



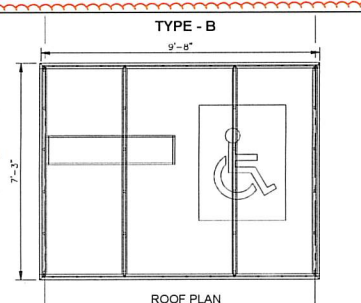
FRONT SECTION



TYPE A

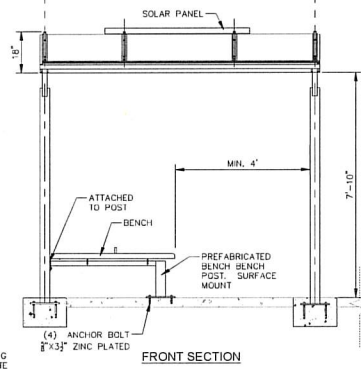


TYPICAL SIDE SECTION



TYPE - B

ROOF PLAN



FRONT SECTION

TYPE B

INSTALLATION NOTES - CONTRACTOR'S RESPONSIBILITIES:

- CONTRACTOR SHALL COORDINATE WITH TOLAR MANUFACTURING COMPANY, INC. TO OBTAIN SHOP DRAWINGS OF PREFABRICATED BUS SHELTER, BUS BENCH, TRASH RECEPTACLE AND SOLAR LIGHT ASSEMBLY FOR CITY REVIEW SUBMITTAL, SHIPPING AND DELIVERY SCHEDULING, INCLUDING ALL NECESSARY EQUIPMENT NEEDED FOR LIFTING AND/OR HAULING, ANCHORING TEMPLATE AND TECHNICAL ASSISTANCE FOR INSTALLATION OF SHELTER.
- CONTRACTOR SHALL FURNISH SHOP DRAWINGS OF A COMPLETE BUS SHELTER ASSEMBLY AND SOLAR LIGHT ASSEMBLY INCLUDING STRUCTURAL FOOTING, ANCHORING DESIGN & CALCULATIONS FROM A CALIFORNIA REGISTERED CIVIL ENGINEER, IF REQUIRED. SUBMIT DRAWINGS AND CALCULATIONS TO THE ENGINEER FOR REVIEW & APPROVAL PRIOR TO CONSTRUCTION.
- IF REQUIRE TO SUBMIT FOOTING DESIGN & CALCULATIONS, THE CONTRACTOR SHALL CONSTRUCT FOOTING AND INSTALL ANCHORING BOLT ASSEMBLIES AS RECOMMENDED BY THE STRUCTURAL ENGINEER.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ANY CITY PERMIT APPLICATION AND FEE, IF REQUIRED, FOR THE INSTALLATION OF SHELTER.
- CONTRACTOR SHALL VERIFY EXACT COLOR OF BUS SHELTER ASSEMBLY AND BENCH WITH THE CITY PRIOR TO ORDERING.
- CONTRACTOR SHALL:
 - FURNISH ALL NEEDED GALVANIZED STEEL HARDWARE THAT WAS NOT PROVIDED BY THE BUS SHELTER MANUFACTURER FOR THE COMPLETION OF THE INSTALLATION OF BUS SHELTER AND RELATED SITE FURNISHING.
 - COORDINATE WITH MANUFACTURER AND THE CITY FOR DELIVERING, UNLOADING AND INSTALLING OF BUS SHELTER ASSEMBLY, ALL APPURTENANCES AND SITE FURNISHING.
 - ALL INSTALLATION AND SITE FURNISHING ANCHORING SHALL FOLLOW MANUFACTURER'S SPECIFICATIONS/INSTRUCTIONS.

GENERAL NOTES:

- VERIFY EXACT LOCATION OF BUS SHELTER WITH ENGINEER PRIOR TO INSTALLATION.
- DETAILS SHOWN ARE TO ILLUSTRATE THE INTENDED DESIGN ONLY. THE CONTRACTOR SHALL SUBMIT COMPLETE SHOP DRAWINGS AND SUBMITTALS INCLUDING PLACEMENT LOCATION ON SIDEWALK IN PLAN VIEW TO ENGINEER FOR APPROVAL PRIOR TO ORDERING.
- CONTRACTOR SHALL VERIFY ALL EXISTING UTILITY STRUCTURES WITHIN AND SURROUNDING THE PROPOSED BUS SHELTER LOCATIONS AS SHOWN ON PLANS WITH ENGINEER PRIOR TO INSTALLATION.
- CONCRETE FOR SHELTER FOOTING AT LOCATION WHERE EXISTING CONCRETE BUS SHELTER SLAB DESIGNATED TO BE REMAIN SHALL BE CLASS 5600-C-3250 WITH 4" MAX. SLUMP. CONCRETE INTEGRAL COLOR SHALL MATCH ADJACENT WEATHERED PCC SUCH AS #677 (TAUPE) BY DAVIS COLORS. DAVIS COLORS: www.daviscolors.com
- CONCRETE COLOR FOR SHELTER FOOTING SHALL MATCH ADJACENT WEATHERED CONCRETE SLAB AT THE LOCATION WHERE NEW CONCRETE BUS SHELTER SLAB DESIGNATED TO BE CONSTRUCTED.

BUS SHELTER AND SITE FURNISHING SPECIFICATIONS:

PURSUANT TO SECTION 10129(B) OF THE PUBLIC CONTRACT CODE, THE CITY HEREBY FINDS THAT THE BUS SHELTER SPECIFIED IS AVAILABLE FROM ONLY ONE SOURCE, TOLAR MANUFACTURING COMPANY, INC.

PREFABRICATED BUS SHELTER, BUS BENCH ASSEMBLY AND INSTALLATION HARDWARE SHALL BE FABRICATED BY TOLAR MANUFACTURING COMPANY, INC. CONTACT PATRICK MERRICK 951.547.8209 pmerrick@tolarmfg.com FOR TECHNICAL ASSISTANCE AND SALES INFORMATION.

SIGNATURE VOYAGER SERIES

- 17'X7' AND 10'X7' NON AD CUSTOM DOME
- BELOW GRADE MOUNTING
- OPEN, BAY AND POST QUANTITY PER PLAN
- COLOR: CITY SELECT

BENCH

- EURO BENCH WITH NO BACK AND (3) ANTI-VAGRANT BARS. SIZE AND INSTALLATION PER PLAN.

SOLAR LIGHT ASSEMBLY

- URBAN SOLAR - RMS60F PV SHELTER SERIES BATTERY: (2) 18 AMP-HOUR, 12 VOLT CELLS MIN. 5 DAYS OPERATION AUTONOMY LUMINAIRES: HIGH POWER WHITE LEDS EMC: ENERGY CONTROL MODULE SOLAR LIGHT ASSEMBLY AVAILABLE THROUGH TOLAR MANUFACTURING COMPANY, INC.

1

BUS SHELTER

NO SCALE



PLANS PREPARED BY:
WILLDAN Engineering
 13191 GROSSROADS PARKWAY NORTH, SUITE 405
 INDUSTRIO, CA 91745-3457
 (562) 908-6230
 UNDER THE SUPERVISION OF:
 JOHN HIDALGO R.L.A. 3551 3/25/16 DATE

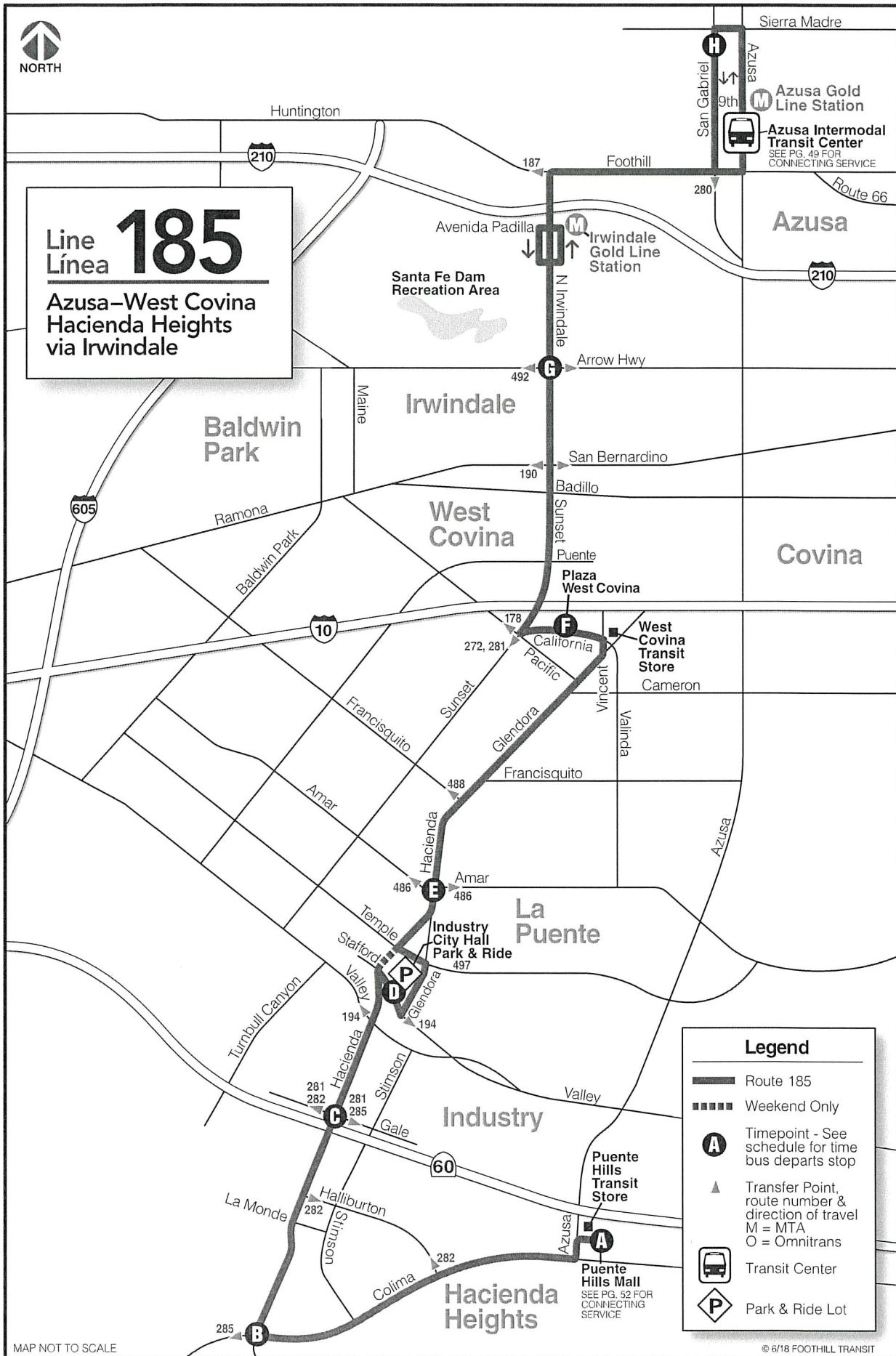
BENCH MARK:
 NO. _____ ELEV. _____
 DATE ADJ. _____ QUAD. _____
 NONE

REVISIONS		
NO.	DESCRIPTION	DATE

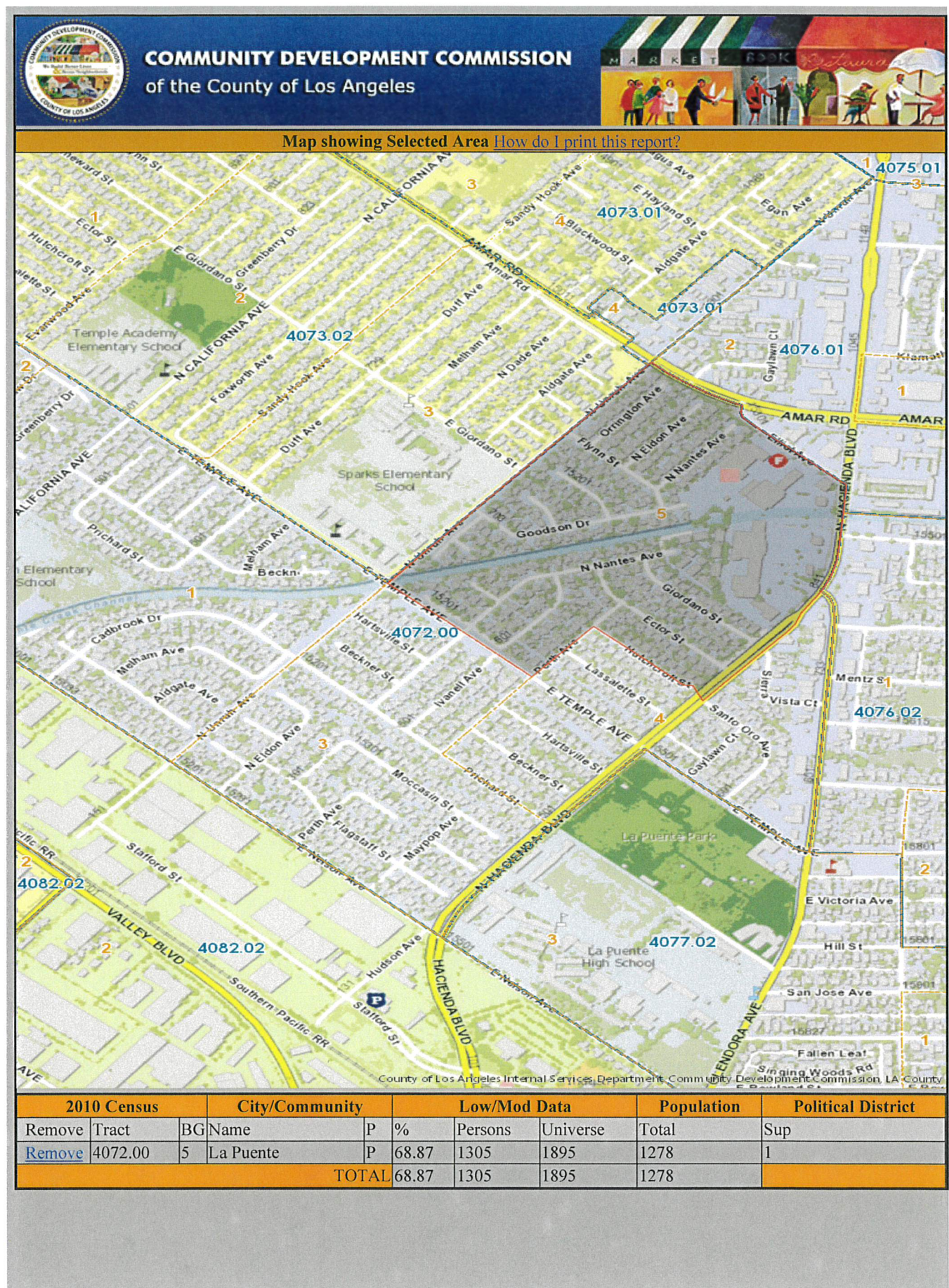
CITY OF LA PUENTE
 DEPARTMENT OF PUBLIC WORKS
 BUS SHELTER INSTALLATION
 AT VARIOUS LOCATIONS
BUS SHELTER DETAILS

Drawing Number
 Sheet 3 of 4

FOOTHILL TRANSIT MAP



CENSUS TRACT MAP





City of La Puente AGENDA REPORT

To: Mayor and City Council

For meeting of: February 12, 2019

From: Bob Lindsey, City Manager

By: Troy Butzlaff, ICMA-CM, Director of Administrative Services

SUBJECT: CONSIDERATION OF APPROVAL OF A PURCHASE ORDER CONTRACT WITH
PUENTE HILLS FORD FOR THE PURCHASE OF TWO NEW 2019 FORD F-150
XLT TRUCKS

BACKGROUND

As part of the City's vehicle replacement program, staff has identified a 2010 Chevrolet Silverado 1500 assigned to Public Works that has reached its useful life of service. This vehicle is scheduled to be replaced in the current fiscal year. In addition, staff has determined that the City's Code Enforcement Division needs a light-duty, full-sized truck to perform routine and necessary tasks. This truck would be a new addition to the City's fleet. Although Staff had obtained pricing for the trucks from the National Auto Fleet Group under a national purchasing contract award through Sourcewell a public agency service cooperative, the City Council directed staff to solicit pricing from local Ford dealers as well. Per Council direction, Staff issued a Request for Bids to three local Ford dealers to solicit pricing for the trucks. The proposed action approves the purchase of two new Ford F-150 XLT Trucks from Puente Hills Ford as the lowest responsive bidder.

DISCUSSION

The City has adopted a Vehicle Maintenance and Replacement Policy which sets forth procedures for providing dependable and safe transportation and equipment at the lowest possible cost to the City. Under this policy, vehicles are generally replaced once they reach the end of their useful life which is 10 years and 125,000 miles.

The Fiscal Year 2018-19 Budget includes an appropriation in the Vehicle Replacement Fund to replace a 2010 Chevrolet Silverado 1500 currently used by Public Works that has reached the end of its useful life. Staff has also determined that the City's Code Enforcement Division has an operational need for a light-duty, full-sized truck to perform necessary and routine tasks. Since there is no light-duty, full-sized truck currently assigned to Code Enforcement, staff is recommending that a second F-150 XLT Truck be purchased.

Staff prepared a Request for Bids (see Attachment A) to solicit pricing from three local Ford dealers. The City received pricing from two of the three dealers. Staff had previously obtained a price quote from the National Auto Fleet Group (NAFG) utilizing a cooperative purchase contract through Sourcewell (formerly National Joint Powers Alliance). The quote from the NAFG has been included in the list of bidders only for reference.

BIDDER	TOTAL PRICE
Ed Butts Ford	\$62,373.59
Puente Hills Ford	\$58,293.30
West Covina Ford	No Bid
<i>NAFG</i>	<i>\$63,064.22</i>

Based on the quotes received, Puente Hills Ford is the lowest, responsive bidder. Delivery of the trucks is anticipated to take 49 days from date of award.

FISCAL IMPACT

The total purchase price for the two vehicles, including tax, delivery, license and tire fees, is \$58,293.30 (Attachment B). In addition to the purchase price of the vehicles, Staff believes an additional \$3,500 to \$4,000 will be needed to properly outfit each vehicle with safety lights and decals. This work will be done by a third party outfitter once the trucks have been received.

There is sufficient funding in the Vehicle Replacement Fund to acquire and outfit the vehicles.

RECOMMENDATION

It is recommended that the City Council: (1) approve a purchase order contract in the amount of \$58,293.30 with Puente Hills Ford for the purchase of two new 2019 Ford F-150 XLTs; and (2) authorize the City Manager to execute, on behalf of the City, all documents necessary to effectuate this action.

ATTACHMENTS

Attachment "A": Request for Bid
Attachment "B": Bid Sheet – Puente Hills Ford



Administrative Services Department

Phone: (626) 855-1500 Fax: (626) 961-4626

Email: AdminSvs@lapuente.org

**REQUEST FOR BID #19-001
2017 Ford F150 XLT Medium Duty Truck (QTY 2)**

Closing Date: February 6, 2019, 4:00 P.M.

RFB Number:	#19-001
Due Date:	February 6, 2019
Time:	4:00 P.M.
Project:	2019 Ford F150 XLT Truck – QTY 2

The prospective supplier shall submit a completed bid sheet (Form A) and bidder signature declaration (Form B), to be received no later than 4:00 P.M., Wednesday, February 6, 2019. Both forms must be received by email to AdminSvcs@lapuente.org. Forms may also be mailed to:

City of La Puente
Administrative Services Department
Attn: Troy Butzlaff, Director of Administrative Services
15900 E. Main Street
La Puente, CA 91744



**CITY OF LA PUENTE
SPECIFICATIONS REQUEST
FOR BID #19-001**

Qty 2: 2019 Ford F-150 XLT 2WD Regular Cab 6.5' Box 122" WB

Vehicle Configuration Options

ENGINE	
Code	Description
99B	ENGINE: 3.3L V6 PDFI, -inc: auto start-stop technology and flex-fuel capability (STD)
TRANSMISSION	
Code	Description
446	TRANSMISSION: ELECTRONIC 6-SPEED AUTOMATIC, -inc: selectable drive modes: normal/tow-haul/sport (STD)
TIRES	
Code	Description
___	TIRES: P245/70R17 BSW A/S, (STD)
PRIMARY PAINT	
Code	Description
YZ	OXFORD WHITE
PAINT SCHEME	
Code	Description
___	MONOTONE PAINT APPLICATION
SEAT TYPE	
Code	Description
MC	MEDIUM LIGHT CAMEL, CLOTH 40/20/40 FRONT SEAT, -inc: 4-way adjustable driver/passenger headrests
AXLE RATIO	
Code	Description
X19	3.55 AXLE RATIO, (STD)
ADDITIONAL EQUIPMENT	
Code	Description
422	CALIFORNIA EMISSIONS SYSTEM, -inc: Required code for California Emissions States registration, Optional code for Cross Border State dealers (Arizona, District of Columbia, Idaho, New Hampshire, Nevada, Ohio, Virginia and West Virginia)
93N	DEALER ORDER FOR CALIFORNIA STATES REGISTRATION, -inc: Federal Emissions state dealers ordering a California Emissions system (422) are also required

	to use order code 93N to attest that the vehicle is to be registered in a California Emissions state, Note: It is a violation of federal law for a Federal Emissions state dealer to sell a vehicle w/a California Emissions system for registration in a Federal Emissions state, unless the vehicle also meets EPA standards (i.e, 50-state emissions)	
53B	CLASS IV TRAILER HITCH RECEIVER, -inc: towing capability up to TBD on 3.3L V6 PFDI engine (99B) and 2.7L EcoBoost engine (99P) or up to TBD on 3.5L EcoBoost engine (994), 3.5L EcoBoost High Output engine (99G) and 5.0L V8 engine (995), smart trailer tow connector and 4-pin/7-pin wiring harness	
54R	POWER GLASS HEATED SIDEVIEW MIRRORS, -inc: manual folding, turn signal and black skull caps, Auto-Dimming Rearview Mirror	
63T	TAILGATE STEP W/TAILGATE LIFT ASSIST	
16G	BLACK VINYL FLOORING	
76R	REVERSE SENSING SYSTEM	
OPTION PACKAGE		
Code	Description	
300A	EQUIPMENT GROUP 300A BASE	



FORM A
BID SHEET
BID NUMBER #19-001

ITEM	QTY	DESCRIPTION	UNIT PRICE	EXTENSION
001	2	2019 Ford F150 XLT Medium Duty Truck		

Subtotal _____

Tax (10%) _____

Tire Fee _____

Freight _____

Total _____

Warranty: (Be Specific)

Promised Delivery _____ working days after award.

Terms Offered _____.

Upon acceptance of this bid the undersigned hereby agrees to furnish and deliver the items as described in the accompanying specifications at the prices stated.

Bidder: _____

Address: _____

By: _____ Title: _____ Date: _____
(Signature)

Printed Name: _____

Telephone: _____ Fax: _____ Email: _____

Exceptions or Clarifications:



FORM B
REQUEST FOR BID
BIDDER SIGNATURE DECLARATION

The undersigned hereby offers and agrees to furnish the goods and services in compliance with all the service level requirements, instructions, specifications, and any amendments contained in this RFB document and any written exceptions in the offer accepted by the City.

This bid is genuine, and not sham or collusive, nor made in the interest or on behalf of any person not herein named; the bidder has not directly or indirectly induced or solicited any other bidder to put in a sham proposal, or any other person, firm or corporation to refrain from submitting a bid; and the bidder has not in any manner sought by collusion to secure for themselves an advantage over any other bidder.

Each bid must be signed on behalf of the bidder by an officer authorized to bind the bidder to the bid. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and I agree to the terms and conditions in this proposal.

Company Name

Signature of Authorized Person

Address

Printed Name

City State Zip Code

Title

Date

The bidder hereby acknowledges receipt of and agrees this submittal is based on the RFB and the following addenda. Failure to indicate receipt of addenda may result in the bidder being rejected as non-responsive.

ADDENDUM # _____ DATED _____ ADDENDUM # _____ DATED _____

ADDENDUM # _____ DATED _____ ADDENDUM # _____ DATED _____

(If additional addenda are issued, attach a complete listing of these addenda when submitting this bid.)

No Bid

In order to help us improve our internal processes and become a better customer, if you are not submitting a Bid, please state the reason(s) why and return this page to the City.



**CITY OF LA PUENTE
REQUEST FOR PROPOSAL #19-001
GENERAL INFORMATION**

The City of La Puente has outlined the requirements herein in as much detail as is currently known. Please provide any exceptions, additional information, or suggestions that will aid in the City's selection process (attachments are acceptable).

The City reserves the right to negotiate terms and specifications/scope of work with the highest ranked competitively priced and qualified proposal. If an agreement cannot be negotiated the City reserves the right to negotiate with any other finalist.

Any evidence of agreement or collusion among Bidders acting illegally to restrain freedom of competition by agreement to propose a fixed price, or otherwise, will render the proposal of such Proposers void.

Bidder shall identify those services (if any) that will be outsourced to a subconsultant or sub-proposer. The prime Proposer will be responsible for verifying the qualifications and validity of all licenses or permits for any outsourced work to subconsultants. The prime Consultant is also responsible for paying its employees and any subconsultants the prime Consultant hires.

This RFB does not obligate the City to accept or contract for any expressed or implied services.

The City reserves the right to request any Bidder submitting a proposal to clarify its proposal or to supply additional material deemed necessary to assist in the selection process.

All submitted proposals and information included therein or attached thereto shall become public record upon contract award.

The City reserves the right to cancel this solicitation at any time.

The City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.

Questions and comments regarding this solicitation must be submitted in writing, either by mail, delivery, facsimile, or email address to:

Mail: City of La Puente
Administrative Services
15900 E. Main Street
La Puente, CA 91744

Delivery: City of La Puente
City Hall
15900 E. Main Street
La Puente, CA 91744

FAX: (626) 961-4626

EMAIL: AdminSvc@lapuente.org

Any questions relating to this Request for Bid must be received at least five (5) City business days prior to closing date, any questions received after this deadline will not be addressed.

The questioner's company name, address, phone and fax number, and contact person must be included with the questions or comments. All answers, if any, made by the City will be sent in writing to all known proposal holders and posted to the City's website.

Proposers, their representatives, agents or anyone else acting on their behalf are specifically directed NOT to contact any City employee, Commission member, Committee member, Council member, or any other agency employee or associate for any propose related to this entire RFB process other than as directed above. Contact with anyone other than as directed above may be cause for rejection of proposal.



General Bid Conditions

1. All price and notations must be typewritten or written in ink. Erasures are NOT PERMITTED. Mistakes may be crossed out and corrections made adjacent, and must be initialed in ink by person signing quotation.
2. Please bid HEREON your lowest price, best delivery date, cash discount terms, and F.O.B. point for items listed. No charges for transportation, containers, packing, etc, or for any other purpose will be allowed unless so specified in your bid. Bid on each item separately and extend net unit prices.
3. State brand, or make on each item. If quoting an article exactly as specified, the words or equal must be stricken out by the vendor. If quoting on other than the make, model or brand specified, the manufacturers name and the catalog number must be given, or descriptive cutsheet and information attached to the quotation.
4. Any contract awarded as a result of the bid will be subject to the City's usual purchase order instructions, agreements and conditions.
5. All bids/forms must be signed with the firms name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
6. Any and all costs incurred responding to bids/proposals conducting demonstrations or any other related activities, shall be borne by bidder/proposer and the City shall not be liable for any of these costs.
7. Bidder/proposer is liable for all errors or omissions incurred by bidder/proposer in bid/proposal. Bidder/proposer will not be allowed to alter bid/proposal documents after the due date for submission. The City reserves the right to make corrections due to errors identified in bid/proposal by the City or the bidder/proposer. This type of change will be date and time stamped and attached to bid/proposal. All changes must be coordinated in writing with, authorized by and made by the Director of Administrative Services or designated representative.
8. The City reserves the right, as the interest of the City requires, to reject any or all bids/forms, to waive any minor informality in bids/forms received to reject any unapproved alternate bid(s)/forms, and reserves the right to reject the bid/proposal of any bidder/proposer who has previously failed to perform competently in any prior business relationship with the city. The rejection of any or all bids/forms shall not render the City liable for costs or damages.
9. Late bids/forms will not be accepted and shall be returned to the bidder/proposer unopened. Bidder/proposer may withdraw bid/form in writing at any time prior to the specific due date and time. Faxed withdrawals will be accepted. A written request signed by an authorized representative of the bidder/proposer must be submitted to Administrative Services Department. After withdrawing a previously submitted bid/proposal, the bidder/proposer may submit another bid/proposal at any time up to the specified due date and time.
10. The City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.
11. Samples of items, when required, must be furnished free of expense to the City of La Puente; and if not destroyed by tests, will upon request be returned at the vender's expense.
12. The vendors shall hold the City of La Puente, its officers agents, servants and employees, harmless from liability or any nature or kind or account of use of any copyright, or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used under his bid/proposal.
13. Response to this bid will constitute acceptance of all terms and conditions stated within this Request for Bid.



FORM A
BID SHEET
BID NUMBER #19-001

ITEM	QTY	DESCRIPTION	UNIT PRICE	EXTENSION
001	2	2019 Ford F150 XLT Medium Duty Truck	26,489	52,978

Subtotal 52,978

Tax (10%) 5,297.80

Tire Fee 17.50

Freight 0

Total 58,293.30

Warranty: (Be Specific)

3 years, 36,000 Miles Bumper to Bumper, Five years, 60,000 miles Powertrain

Promised Delivery 49 working days after award.

Terms Offered 15 Days.

Upon acceptance of this bid the undersigned hereby agrees to furnish and deliver the items as described in the accompanying specifications at the prices stated.

Bidder: Puente Hills Ford

Address: 17340 E. Gale Ave. City of Industry, CA. 91748

By: Bill D'Amore Title: Fleet Manager Date: 2/5/19
(Signature)

Printed Name: Bill D'Amore

Telephone: (714) 396-7653 Fax: (626) 965-8999 Email: bdamore@puentehillsford.com

Exceptions or Clarifications:

Allow 7-10 weeks after award for delivery.



FORM B
REQUEST FOR BID
BIDDER SIGNATURE DECLARATION

The undersigned hereby offers and agrees to furnish the goods and services in compliance with all the service level requirements, instructions, specifications, and any amendments contained in this RFB document and any written exceptions in the offer accepted by the City.

This bid is genuine, and not sham or collusive, nor made in the interest or on behalf of any person not herein named; the bidder has not directly or indirectly induced or solicited any other bidder to put in a sham proposal, or any other person, firm or corporation to refrain from submitting a bid; and the bidder has not in any manner sought by collusion to secure for themselves an advantage over any other bidder.

Each bid must be signed on behalf of the bidder by an officer authorized to bind the bidder to the bid. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and I agree to the terms and conditions in this proposal.

Puente Hills Ford
Company Name


Signature of Authorized Person

17340 E. Gale Ave.
Address

Bill D'Amore
Printed Name

City of Industry, CA. 91748
City State Zip Code

Fleet Manager
Title

2/5/19
Date

The bidder hereby acknowledges receipt of and agrees this submittal is based on the RFB and the following addenda. Failure to indicate receipt of addenda may result in the bidder being rejected as non-responsive.

ADDENDUM # _____ DATED _____ ADDENDUM # _____ DATED _____

ADDENDUM # _____ DATED _____ ADDENDUM # _____ DATED _____
(If additional addenda are issued, attach a complete listing of these addenda when submitting this bid.)

No Bid

In order to help us improve our internal processes and become a better customer, if you are not submitting a Bid, please state the reason(s) why and return this page to the City.



City of La Puente AGENDA REPORT

To: Mayor and City Council For meeting of: February 12, 2019

From: Bob Lindsey, City Manager

By: John Di Mario, Development Services Director
Gisel Rubio, Rehabilitation Grant Specialist

SUBJECT: CONSIDERATION OF A PROFESSIONAL SERVICES AGREEMENT WITH RELIABLE BUILDING SERVICES, INC. FOR JANITORIAL SERVICES FOR CITY HALL, THE SENIOR CENTER AND COMMUNITY CENTER / YOUTH LEARNING ACTIVITY CENTER IN AN AMOUNT NOT TO EXCEED \$55,663.00 ANNUALLY

BACKGROUND/DISCUSSION

At the meeting of October 23, 2018, the City Council approved a Maintenance Services Agreement with TJS Services, Inc. ("TJS") to provide janitorial services for City Hall, the Senior Center and the Community Center/Youth Learning Activity Center. Staff recommended TJS be awarded the contract following a formal Request for Proposals ("RFP") process that resulted in responses from seven (7) firms as listed below.

<u>Company Name</u>	<u>Annual Cost</u>
1. TJS Services, Inc.	\$49,800.00
2. Reliable Building Services, Inc.	\$51,540.00
3. Wurm's Janitorial Services	\$71,591.28
4. Ultimate Maintenance Services	\$74,400.00
5. United Maintenance System	\$84,360.00
6. A.B.M. Building Value	\$93,398.04
7. Santa Fe Building Maintenance	\$97,116.72

The Agreement was for a period of three (3) years commencing on November 1, 2018, with a monthly rate of \$4,150.00 or \$49,800.00 annually.

On or about January 28, 2019, the City received word that the Australian-owned company was immediately ceasing its U.S. operations. Staff contacted the other companies which responded to the RFP informing them of the City's need to enter in a new agreement for janitorial services and provided each company the opportunity to submit a current revised proposal. The City received responses from four of the above listed firms as summarized below.

<u>Company Name</u>	<u>Revised Annual Cost</u>
1. Reliable Building Services, Inc.	\$55,663.00
2. Ultimate Maintenance Services	\$62,700.00
3. Wurm’s Janitorial Services	\$73,769.40
4. United Maintenance System	\$77,400.00
5. Santa Fe Building Maintenance	\$97,116.72

Staff met with Reliable Building Services, Inc. (“Reliable”) which is based in Diamond Bar. Through the meeting with the owner and President, Staff felt confident that Reliable would be well suited to meet the City’s janitorial needs. Reliable has been in the janitorial business for over 20 years. Reliable responded to the City’s request with a revised proposal of \$55,663 per year, an increase of 8% or \$343.00 per month from their original proposal.

It should be noted that as part of the RFP process in August 2018, Reliable did not submit certain forms that were required as part of their proposal submittal and were not given further consideration. Reliable has since submitted all forms required of the RFP.

The proposed term for the Maintenance Services Agreement (“Agreement”) with Reliable (Attachment A) is slightly longer than three (3) years, ending on June 30, 2022, with a fixed monthly rate of \$4,639.00.

FISCAL IMPACT

The City was paying \$4,150.00 per month for janitorial services with TJS. The proposed Agreement with Reliable increases the cost by \$489.00 per month or \$2,200.50 for the remaining four and a half months of the Fiscal Year. This increase can be absorbed within the respective operational Department budgets for these services for the current Fiscal Year. The annual cost of the Agreement will be budgeted for as part of the Fiscal Year 2019-20 budget preparation process.

RECOMMENDATION

It is recommended that the City Council approve the Maintenance Services Agreement with Reliable Building Services, Inc. for janitorial services in an amount not to exceed \$55,663.00 annually.

ATTACHMENTS

Attachment “A”: Maintenance Services Agreement

CITY OF LA PUENTE
MAINTENANCE SERVICES AGREEMENT

This MAINTENANCE SERVICES AGREEMENT (“Agreement”), is made and effective as of the 12th day of February, 2019 (“Effective Date”), between the City of La Puente, a municipal corporation (“City”) and Reliable Building Services, Inc. a California Corporation, (“Contractor”). The City and Contractor are hereinafter collectively referred to as the “Parties”.

RECITALS

WHEREAS, City desires to engage Contractor to perform the services described herein, and Contractor desires to perform such services in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, City and Contractor agree as follows:

1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until the tasks described herein are completed, but in no event later than June 30, 2022, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

(a) Contractor shall perform the tasks (“Services”) described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full (“Scope of Services”). Tasks other than those specifically described in the Scope of Services shall not be performed without prior written approval of the City. In the event of conflict or inconsistency between the terms of this Agreement and Exhibit A, the terms of this Agreement shall prevail.

(b) City shall have the right to request, in writing, changes to the Services. Any such changes mutually agreed upon by the Parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.

(c) Contractor shall perform all Services in a manner reasonably satisfactory to the City and in a first-class manner in conformance with the standards of quality normally observed by an entity providing janitorial services, serving a municipal agency.

(d) Contractor shall comply with all applicable federal, state, and local laws, regulations and ordinances in the performance of this Agreement, including but not limited to, the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*). During the term of this Agreement, Contractor shall not perform any work for another person or entity for whom Contractor was not working on the Effective Date if both (i) such work would require Contractor to abstain from a decision under this Agreement pursuant to a conflict of interest statute or law; and (ii) City has not consented in writing to Contractor’s performance of such work. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.* Contractor hereby warrants that it is not now, nor has it been in the previous twelve

(12) months, an employee, agent, appointee, or official of the City. If Contractor was an employee, agent, appointee, or official of the City in the previous twelve (12) months, Contractor warrants that it did not participate in any manner in the forming of this Agreement. Contractor understands that, if this Agreement is made in violation of Government Code §1090 *et. seq.*, the entire Agreement is void and Contractor will not be entitled to any compensation for Services performed pursuant to this Agreement, and Contractor will be required to reimburse the City for any sums paid to the Contractor. Contractor understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

(e) Contractor represents that it has, or will secure at its own expense, all licensed personnel required to perform the Services. All Services shall be performed by Contractor or under its supervision, and all personnel engaged in the Services shall be qualified and licensed to perform such services.

3. MANAGEMENT

City's Development Services Director shall represent the City in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Contractor, but shall have no authority to modify the Services or the compensation due to Contractor, except for services as requested by the City on a time and materials basis per written cost proposal from the Contractor.

4. PAYMENT

(a) The City agrees to pay Contractor monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B ("Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed One Hundred Eighty Seven Thousand Eight Hundred Seventy Nine Dollars (\$187,879.00) for the services in Exhibit "A" during the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

(b) Contractor shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City. Contractor shall be compensated for any additional services in the amounts and in the manner as agreed to by City and Contractor at the time City's written authorization is given to Contractor for the performance of said services.

(c) Contractor shall submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Contractor's fees it shall give written notice to Contractor within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within 45 days of receipt of an invoice therefore.

5. LABOR CODE AND PREVAILING WAGES

(a) Contractor represents and warrants that it 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, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor 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 Contractor’s principal place of business and any location where the Services are performed. Contractor shall indemnify, defend and hold harmless, the City, its elected officials, officers, employees and agents, from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, Contractor’s or by any individual or agency for which Contractor is legally liable, including but not limited to officers, agents, employees or subcontractors of Contractor, failure or alleged failure to comply with Prevailing Wage Laws.

(b) In accordance with the requirements of Labor Code Section 1776, Contractor shall keep accurate payroll records which are either on forms provided by the Division of Labor Standards Enforcement or which contain the same information required by such forms. Contractor shall make all such records available for inspection at all reasonable hours.

(c) To the extent applicable, Contractor shall comply with the provisions of Section 1777.5 of the Labor Code with respect to the employment of properly registered apprentices upon public works.

(d) Contractor shall comply with the legal days work and overtime requirements of Sections 1813 and 1815 of the Labor Code.

(e) If the Services are being performed as part of an applicable Public works or Maintenance project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Agreement and require the same of any subcontractors, as applicable. This Services set forth in this Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor’s sole responsibility to comply with all applicable registration and labor compliance requirements.

6. SUSPENSION OR TERMINATION OF AGREEMENT

(a) The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Contractor at least ten (10) days prior written notice. Upon receipt of said notice, the Contractor shall immediately cease all work under this

Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, the City shall pay to Contractor the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Contractor shall submit an invoice to the City pursuant to Section 4 of this Agreement.

(c) The Contractor may terminate this Agreement, or any portion hereof, by serving upon the City at least 45 days prior written notice. Notwithstanding the provisions in Section 4, above, in the event the Contractor terminates this Agreement without providing 45 days written notice, it is hereby acknowledged that the City will suffer damages and the Contractor hereby agrees that the City shall retain one month's payment as the City's damages.

7. OWNERSHIP OF DOCUMENTS

(a) Contractor shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. Contractor shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to the representatives of City or its designees at reasonable times to review such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts or copies therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Contractor. With respect to computer files, Contractor shall make available to the City, at the Contractor's office, and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. Contractor hereby grants to City all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by Contractor in the course of providing the services under this Agreement. All reports, documents, or other written material developed by Contractor in the performance of the Services pursuant to this Agreement, shall be and remain the property of the City.

8. INDEMNIFICATION

(a) Indemnity for professional liability

When the law establishes a professional standard of care for Contractor's Services, to the fullest extent permitted by law, Contractor shall indemnify, protect, defend and hold harmless the City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any

and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs caused in whole or in part by any negligent or wrongful act, error or omission of Contractor, its officers, agents, employees or Subcontractors (or any agency or individual that Contractor shall bear the legal liability thereof) in the performance of professional services under this Agreement.

(b) Indemnity for other than professional liability

Other than in the performance of professional services and to the full extent permitted by law, Contractor shall indemnify, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Contractor or by any individual or agency for which Contractor is legally liable, including but not limited to officers, agents, employees or subcontractors of Contractor.

(c) Duty to Defend

In the event the City, its officers, employees, agents and/or volunteers are made a party to any action, claim, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this Agreement, and upon demand by City, Contractor shall have an immediate duty to defend the City at Contractor's cost or at City's option, to reimburse the City for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters.

Payment by City is not a condition precedent to enforcement of this indemnity. In the event of any dispute between Contractor and City, as to whether liability arises from the sole negligence of the City or its officers, employees, or agents, Contractor will be obligated to pay for City's defense until such time as a final judgment has been entered adjudicating the City as solely negligent. Contractor will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

9. INSURANCE

Contractor shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit C attached hereto and incorporated herein by reference.

10. INDEPENDENT CONTRACTOR

(a) Contractor is and shall at all times remain as to the City a wholly independent consultant and/or independent contractor. The personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents, except as set forth in this Agreement. Contractor shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Contractor shall not incur or have the power to incur any debt, obligation, or liability whatever against the City, or bind the City in any manner.

(b) No employee benefits shall be available to Contractor in connection with the performance of this Agreement. Except for the fees paid to Contractor as provided in the Agreement, City shall not

pay salaries, wages, or other compensation to Contractor for performing services hereunder for City. City shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing services hereunder.

11. LEGAL RESPONSIBILITIES

The Contractor shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Contractor shall at all times observe and comply with all such laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Contractor to comply with this Section.

12. UNDUE INFLUENCE

Contractor declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City has or will receive compensation, directly or indirectly, from Contractor, or from any officer, employee or agent of Contractor, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

13. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

14. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Contractor in performance of this Agreement shall be considered confidential and shall not be released by Contractor without City's prior written authorization. Contractor, its officers, employees, agents, or subcontractors, shall not without written authorization from the City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City, unless otherwise required by law or court order.

(b) Contractor shall promptly notify City should Contractor, its officers, employees, agents, or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this Agreement and the work performed there under or with respect to any project or property located within the City, unless Contractor t is

prohibited by law from informing the City of such Discovery, court order or subpoena. City retains the right, but has no obligation, to represent Contractor and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless City is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Contractor in such proceeding, Contractor agrees to cooperate fully with the City and to provide the opportunity to review any response to discovery requests provided by Contractor. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

15. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

If to City:

Bob Lindsey, City Manager
City of La Puente
15900 E. Main Street
La Puente, CA 91744
Email: blindsey@lapuente.org
Tel: (626) 855-1501
Fax: (626) 961-4626

With a copy to:

James M. Casso, City Attorney
Casso & Sparks
13200 Crossroads Parkway North, Suite 345
City of Industry, CA 91746
Tel: (626) 269-2980

If to Contractor:

Ross Hurley, President
Reliable Building Services, Inc.
23441 Golden Springs Drive, Suite 210
Diamond Bar, CA 91765
Email: rosco.bosco@yahoo.com
Tel: (909) 628-5127
Fax: (909) 590-7891

16. ASSIGNMENT

The Contractor shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City.

Before retaining or contracting with any subcontractor for any services under this Agreement, Contractor shall provide City with the identity of the proposed subcontractor, a copy of the proposed written contract between Contractor and such subcontractor which shall include an indemnity provision similar to the one provided herein and identifying City as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed subcontractor carries insurance at least equal to that required by this Agreement or obtain a written waiver from the City for such insurance.

Notwithstanding Contractor's use of any subcontractor, Contractor shall be responsible to the City for the performance of its subcontractor as it would be if Contractor had performed the Services itself. Nothing in this Agreement shall be deemed or construed to create a contractual relationship between the City and any subcontractor employed by Contractor. Contractor shall be solely responsible for payments to any subcontractors. Contractor shall indemnify, defend and hold harmless the Indemnified Parties for any claims arising from, or related to, the services performed by a subcontractor under this Agreement.

17. GOVERNING LAW/ATTORNEYS' FEES

The City and Contractor understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court in Los Angeles County, California. If any action at law or suit in equity is brought to enforce or interpret the provisions of this Agreement, or arising out of or relating to the Services provided by Contractor under this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and all related costs, including costs of expert witnesses and consultants, as well as costs on appeal, in addition to any other relief to which it may be entitled.

18. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the Parties relating to the obligations of the Parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written and pertaining to the subject of this Agreement or with respect to the terms and conditions of this Agreement, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

19. SEVERABILITY

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

20. COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be

deemed an original, but all of which taken together shall constitute one and the same instrument.

21. CAPTIONS

The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and shall have no significance in the interpretation of this Agreement.

22. WAIVER

The waiver by City or Contractor of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Contractor unless in writing.

23. REMEDIES

Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies.

Signature block on next page

24. AUTHORITY TO EXECUTE THIS AGREEMENT

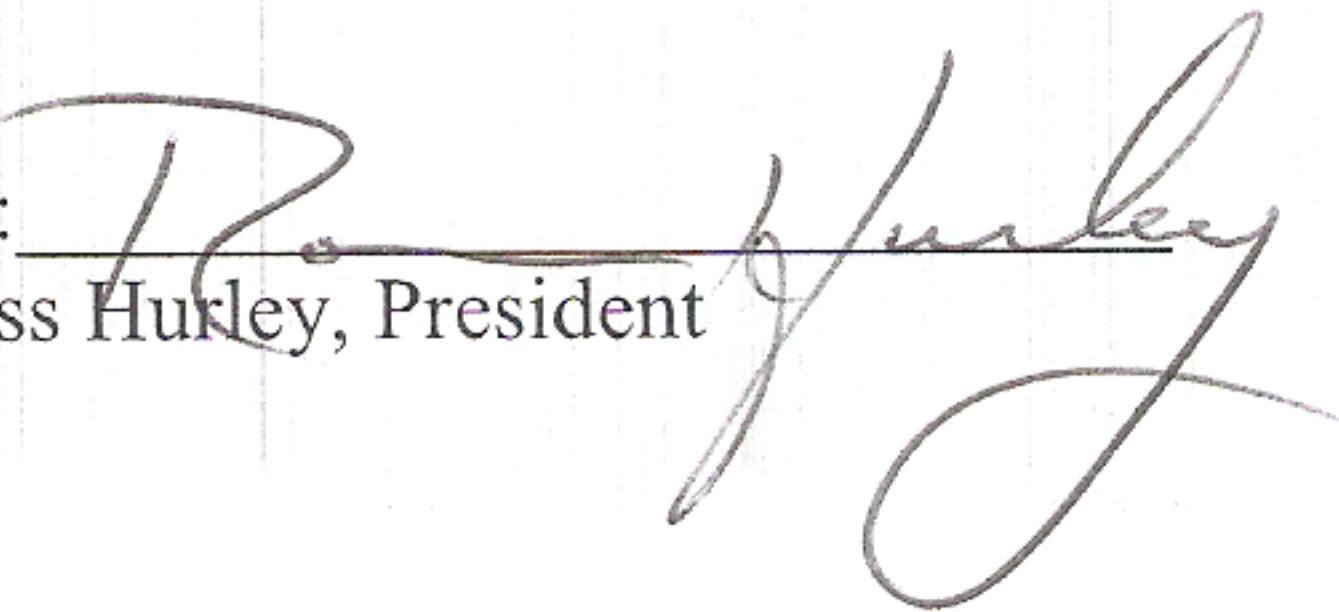
The person or persons executing this Agreement on behalf of Contractor represents and warrants that he/she has the authority to execute this Agreement on behalf of the Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

“CITY”
City of La Puente

By: _____
Valerie Munoz, Mayor

“CONTRACTOR”
Reliable Building Services, Inc.

By:  _____
Ross Hurley, President

Attest:

By: _____
Sheryl Garcia, City Clerk

Approved as to form:

By: _____
James M. Casso, City Attorney

Attachments:	Exhibit A	Scope of Services
	Exhibit B	Rate Schedule
	Exhibit C	Insurance Requirements

EXHIBIT A

SCOPE OF SERVICES

FACILITIES

I. CITY HALL – DAILY CLEANING:

General Office Areas:

- a) Disinfect and thoroughly clean all desks, tables, chairs, filing cabinets, hand rails, telephones, pen sets, bookcases and other office equipment. *Do not remove papers left on desks or tables.*
- b) Clean, polish and sanitize all drinking fountains.
- c) Damp wipe and disinfect any glass top desk and all counter tops and facings.
- d) Check and spot clean all walls, switch plates, doors, glass doors, door frames, partitions and woodwork. Remove fingerprints from all painted surfaces near light switches, entrance doors, etc.
- e) Thoroughly vacuum and spot clean all carpeted areas wall to wall.
- f) Sweep and/or dust mop all floors using dust control sweeping mops.
- g) Empty all wastebaskets (recycle and trash containers). All trash shall be placed inside trash dumpsters. The area around all dumpsters shall be kept clean of all materials, paper, litter, etc. Dumpsters shall be closed after use. Recycle container areas shall be kept clean and free of trash. Recycling materials shall not be placed in trash dumpsters. *All recyclables belong to the City.*

Conference Rooms, Meeting Areas and Council Chambers:

- a) Vacuum carpet.
- b) Mop all tiled or hard floor surfaces to remove stains and spillage marks.
- c) Dust off equipment and furniture (televisions', desks, etc.) and wax any wood or wood laminate surfaces including storage cabinets.
- d) Empty and reline trash and recycling cans.
- e) Clean and polish sinks and counters.

Entrance/Lobbies/Common Areas/Stairwells/Hallways:

- a) Vacuum and spot clean carpet in high-traffic areas.
- b) Wipe and polish all metal surfaces within hand reach.
- c) Empty and clean trash receptacles.
- d) Dust pictures and clean glass as necessary.
- e) Vacuum or brush all lobby furniture.
- f) Clean directory glass and spot clean lobby glass.
- g) Clean thresholds.
- h) Spot clean handrail glass, handrails, doors and walls.
- i) Dust mop and damp mop all hard surface floors.
- j) Damp mop tile using neutral cleaner only.

Break Rooms/Lunchrooms/Kitchen Areas:

- a) Dust mop and/or sweep all hard surface flooring to remove loose debris.
- b) Damp mop all hard surface flooring to remove soil and spills.
- c) Vacuum all high traffic carpeted areas, inspect and spot clean as needed.

- d) Wipe down all counters and tables with a disinfectant.
- e) Clean, disinfect and polish sinks and back splash areas.
- f) Wipe down exterior of appliances and/or vending machines.
- g) Clean interior and exterior of microwave ovens.
- h) Dust all accessible horizontal surfaces/ Restock paper supplies as needed.
- i) Remove all trash to collection point and replace liners as needed.

Store Rooms/Janitors' Closet:

- a) Remove trash from area.
- b) Maintain an orderly arrangement of all janitorial supplies and paper products in the storage rooms and janitorial closets, including labeling of all cleaning products.
- c) Maintain an orderly arrangement of all equipment stored in these areas such as mops, buckets, brooms, vacuum cleaners, scrubbers, etc.
- d) Clean and disinfect service sinks.

Restrooms:

- a) Dust and clean walls. Wash tiled walls and partitions.
- b) Sweep floors including behind doors, under toilet stools and furniture.
- c) High dust walls, light fixtures and ventilation grilles.
- d) Wash all floors with germicidal disinfectant and remove all spots and stains.
- e) Wash and polish all mirrors and bright work.
- f) Wash and wipe dry all plumbing fixtures.
- g) Wash and disinfect all toilet seats, both sides.
- h) Scour, wash and disinfect all basins, bowls and urinals.
- i) Empty paper towel trash receptacles and dispose in building trash receptacle. Replace trash liners.
- j) Fill soap dispensers and paper towel dispensers as needed.
- k) Fill toilet tissue, seat covers and sanitary napkin dispensers as needed.
- l) Empty and clean sanitary napkin disposal receptacles.
- m) Clean and wash receptacles and dispensers.
- n) Remove fingerprints and spots from walls.
- o) Remove all unauthorized marks and writing from walls, partitions, etc.
- p) Report all maintenance problems to building manager (dripping faucets, broken fixture handles, graffiti, etc.)

II. COMMUNITY CENTER – DAILY CLEANING:

General Office Areas:

- a) Disinfect and thoroughly clean all desks, tables, chairs, filing cabinets, hand rails, telephones, pen sets, bookcases and other office equipment. *Do not remove papers left on desks or tables.*
- b) Clean, polish and sanitize all drinking fountains.
- c) Damp wipe and disinfect any glass top desk and all counter tops and facings.
- d) Check and spot clean all walls, switch plates, doors, glass doors, door frames, partitions and woodwork. Remove fingerprints from all painted surfaces near light switches, entrance doors, etc.
- e) Thoroughly vacuum and spot clean all carpeted areas wall to wall.
- f) Sweep and/or dust mop all floors using dust control sweeping mops.
- g) Empty all wastebaskets (recycle and trash containers). All trash shall be placed inside trash dumpsters. The area around all dumpsters shall be kept clean of all materials, paper, litter, etc. Dumpsters shall be closed after use. Recycle container areas shall be kept clean and free of trash. Recycling materials shall not be placed in trash dumpsters. *All recyclables belong to the City.*

Break Rooms/Lunchrooms/Kitchen Areas:

- a) Dust mop and/or sweep all hard surface flooring to remove loose debris.
- b) Damp mop all hard surface flooring to remove soil and spills.
- c) Vacuum all high traffic carpeted areas, inspect and spot clean as needed.
- d) Wipe down all counters and tables with a disinfectant.
- e) Clean, disinfect and polish sinks and back splash areas.
- f) Wipe down exterior of appliances and/or vending machines.
- g) Clean interior and exterior of microwave ovens.
- h) Dust all accessible horizontal surfaces/ Restock paper supplies as needed.
- i) Remove all trash to collection point and replace liners as needed.

Courtyard

- a) Empty and reline trash bins.
- b) Sweep patio area.

Rowland Room and Workman Room

- a) Dust all vents, light fixtures and ledges.
- b) Sweep and mop floors
- c) Wipe down counter tops and any assembled tables.
- d) Disinfect door handles, faucet and sink.
- e) Empty and reline all trash and recycle bins.
- f) Clean glass doors, panel and windows.

Dance Room

- a) Sweep and dry mop floor.
- b) Dust light fixtures.
- c) Wipe down and disinfect dance bar.
- d) Disinfect door handle.
- e) Empty and reline trash and recycle bins.
- f) Clean glass doors and mirrored wall panels.

Tiny Tot Room

- a) Dust toy bins, bookshelves and cabinets.
- b) Wipe down all counter tops, desks, tables and chairs
- c) Disinfect all tables and child desks and child chairs.
- d) Sweep and mop floor.
- e) Vacuum rug.
- f) Empty and reline trash and recycle bins.
- g) Disinfect all handles and door release bars.
- h) Sweep and mop Tiny Tot bathroom floor.
- i) Clean and disinfect toilet bowl and seat in Tiny Tot restroom.
- j) Clean and disinfect sink and faucet, faucet handles in Tiny Tot restroom.
- k) Empty and reline trash bins in Tiny Tot restroom.

Store Rooms/Janitors' Closet:

- a) Remove trash from area.
- b) Maintain an orderly arrangement of all janitorial supplies and paper products in the storage rooms and janitorial closets, including labeling of all cleaning products.
- c) Maintain an orderly arrangement of all equipment stored in these areas such as mops, buckets, brooms, vacuum cleaners, scrubbers, etc.
- d) Clean and disinfect service sinks.

Restrooms:

- a) Dust and clean walls. Wash tiled walls and partitions.
- b) Sweep floors including behind doors, under toilet stools and furniture.
- c) High dust walls, light fixtures and ventilation grilles.
- d) Wash all floors with germicidal disinfectant and remove all spots and stains.
- e) Wash and polish all mirrors and bright work.
- f) Wash and wipe dry all plumbing fixtures.
- g) Wash and disinfect all toilet seats, both sides.
- h) Scour, wash and disinfect all basins, bowls and urinals.
- i) Empty paper towel trash receptacles and dispose in building trash receptacle. Replace trash liners.
- j) Fill soap dispensers and paper towel dispensers as needed.
- k) Fill toilet tissue, seat covers and sanitary napkin dispensers as needed.
- l) Empty and clean sanitary napkin disposal receptacles.
- m) Clean and wash receptacles and dispensers.
- n) Remove fingerprints and spots from walls.
- o) Remove all unauthorized marks and writing from walls, partitions, etc.
- p) Report all maintenance problems to building manager (dripping faucets, broken fixture handles, graffiti, etc.)

III. YOUTH LEARNING AND ACTIVITY CENTER – DAILY CLEANING:

General Office Areas:

- a) Disinfect and thoroughly clean all desks, tables, chairs, filing cabinets, hand rails, telephones, pen sets, bookcases and other office equipment. *Do not remove papers left on desks or tables.*
- b) Clean, polish and sanitize all drinking fountains.
- c) Damp wipe and disinfect any glass top desk and all counter tops and facings.
- d) Check and spot clean all walls, switch plates, doors, glass doors, door frames, partitions and woodwork. Remove fingerprints from all painted surfaces near light switches, entrance doors, etc.
- e) Thoroughly vacuum and spot clean all carpeted areas wall to wall.
- f) Sweep and/or dust mop all floors using dust control sweeping mops.
- g) Empty all wastebaskets (recycle and trash containers). All trash shall be placed inside trash dumpsters. The area around all dumpsters shall be kept clean of all materials, paper, litter, etc. Dumpsters shall be closed after use. Recycle container areas shall be kept clean and free of trash. Recycling materials shall not be placed in trash dumpsters. *All recyclables belong to the City.*

Break Rooms/Lunchrooms/Kitchen Areas:

- a) Dust mop and/or sweep all hard surface flooring to remove loose debris.
- b) Damp mop all hard surface flooring to remove soil and spills.
- c) Vacuum all high traffic carpeted areas, inspect and spot clean as needed.
- d) Wipe down all counters and tables with a disinfectant.
- e) Clean, disinfect and polish sinks and back splash areas.
- f) Wipe down exterior of appliances and/or vending machines.
- g) Clean interior and exterior of microwave ovens.
- h) Dust all accessible horizontal surfaces/ Restock paper supplies as needed.
- i) Remove all trash to collection point and replace liners as needed.
- j) Refill soap and towel dispenser.
- k) Scrub sink.

Game Room

- a) Dust edge of pool table, game tables and video game console.
- b) Dust light fixture and door frame.
- c) Sweep and mop
- d) Empty and reline trash bins.
- e) Clean glass door and windows.
- f) Wipe down and disinfect door handles.

Computer Room

- a) Dust computer monitors, light fixtures, door frames, keyboards and tables.
- b) Wipe down tables.
- c) Clean and disinfect door handles.
- d) Sweep and mop floor,
- e) Empty and reline trash and recycle bins.

Arts and Crafts Room / Library

- a) Dust shelves, computers, tables, light fixtures, door frame and television,
- b) Wipe down tables,
- c) Sweep and mop the floor.
- d) Clean and disinfect door handles.
- e) Empty and reline trash and recycle bins.

Cable Room / Cable Room Office

- a) Dust counter, light fixtures, vents, door frames, window sills.
- b) Sweep and mop floors.
- c) Clean counters.
- d) Clean and disinfect all door handles and cabinet handles.
- e) Empty and reline trash and recycle bins.
- f) Clean all windows.

Multipurpose Room

- a) Dust counter, light fixtures, vents, door frames, window sills.
- b) Sweep and mop floors.
- c) Clean counters.
- d) Clean and disinfect all door handles and cabinet handles.
- e) Empty and reline trash and recycle bins.
- f) Clean all windows.
- g) Clean and disinfect all faucets, faucet handles, sinks and soap dispensers.
- h) Clean all glass doors.
- i) Refill soap and paper towel dispensers.

Store Rooms/Janitors' Closet:

- a) Remove trash from area.
- b) Maintain an orderly arrangement of all janitorial supplies and paper products in the storage rooms and janitorial closets, including labeling of all cleaning products.
- c) Maintain an orderly arrangement of all equipment stored in these areas such as mops, buckets, brooms, vacuum cleaners, scrubbers, etc.
- d) Clean and disinfect service sinks.

Restrooms:

- a) Dust and clean walls. Wash tiled walls and partitions.
- b) Sweep floors including behind doors, under toilet stools and furniture.

- c) High dust walls, light fixtures and ventilation grilles.
- d) Wash all floors with germicidal disinfectant and remove all spots and stains.
- e) Wash and polish all mirrors and bright work.
- f) Wash and wipe dry all plumbing fixtures.
- g) Wash and disinfect all toilet seats, both sides.
- h) Scour, wash and disinfect all basins, bowls and urinals.
- i) Empty paper towel trash receptacles and dispose in building trash receptacle. Replace trash liners.
- j) Fill soap dispensers and paper towel dispensers as needed.
- k) Fill toilet tissue, seat covers and sanitary napkin dispensers as needed.
- l) Empty and clean sanitary napkin disposal receptacles.
- m) Clean and wash receptacles and dispensers.
- n) Remove fingerprints and spots from walls.
- o) Remove all unauthorized marks and writing from walls, partitions, etc.
- p) Report all maintenance problems to building manager (dripping faucets, broken fixture handles, graffiti, etc.)

IV. SENIOR CENTER – DAILY CLEANING:

General Office Areas:

- a) Disinfect and thoroughly clean all desks, tables, chairs, filing cabinets, hand rails, telephones, pen sets, bookcases and other office equipment. *Do not remove papers left on desks or tables.*
- b) Clean, polish and sanitize all drinking fountains.
- c) Damp wipe and disinfect any glass top desk and all counter tops and facings.
- d) Check and spot clean all walls, switch plates, doors, glass doors, door frames, partitions and woodwork. Remove fingerprints from all painted surfaces near light switches, entrance doors, etc.
- e) Thoroughly vacuum and spot clean all carpeted areas wall to wall.
- f) Sweep and/or dust mop all floors using dust control sweeping mops.
- g) Empty all wastebaskets (recycle and trash containers). All trash shall be placed inside trash dumpsters. The area around all dumpsters shall be kept clean of all materials, paper, litter, etc. Dumpsters shall be closed after use. Recycle container areas shall be kept clean and free of trash. Recycling materials shall not be placed in trash dumpsters. *All recyclables belong to the City.*

Break Rooms/Lunchrooms/Kitchen Areas:

- a) Dust mop and/or sweep all hard surface flooring to remove loose debris.
- b) Damp mop all hard surface flooring to remove soil and spills.
- c) Vacuum all high traffic carpeted areas, inspect and spot clean as needed.
- d) Wipe down all counters and tables with a disinfectant.
- e) Clean, disinfect and polish sinks and back splash areas.
- f) Wipe down exterior of appliances and/or vending machines.
- g) Clean interior and exterior of microwave ovens.
- h) Dust all accessible horizontal surfaces/ Restock paper supplies as needed.
- i) Remove all trash to collection point and replace liners as needed.
- j) Refill soap and towel dispenser.
- k) Scrub sink.

Computer Room

- a) Dust computer monitors, light fixtures, door frames, keyboards and tables.
- b) Wipe down tables.
- c) Clean and disinfect door handles.

- d) Sweep and mop floor,
- e) Empty and reline trash and recycle bins.

Arts and Crafts Room

- a) Dust Counter, computers, tables, light fixtures, door frame and television,
- b) Wipe down tables,
- c) Sweep and mop the floor.
- d) Clean and disinfect door handles.
- e) Empty and reline trash and recycle bins.

Library

- a) Dust shelves, computers, tables, light fixtures, door frame and television,
- b) Wipe down tables,
- c) Vacuum the floor.
- d) Clean and disinfect door handles.
- e) Empty and reline trash bins.
- f) Vacuum sofa cushion.

Exercise Room

- a) Vacuum the floor.
- b) Dust light fixtures.
- c) Wipe down and disinfect dance bar.
- d) Disinfect door handle.
- e) Empty and reline trash and recycle bins.
- f) Clean glass doors and mirrored wall panels.

Conference Room

- a) Dust frames.
- b) Wipe down table.
- c) Disinfect door handles.
- d) Vacuum floor.
- e) Empty and reline trash and recycle bins.

Store Rooms/Janitors' Closet:

- a) Remove trash from area.
- b) Maintain an orderly arrangement of all janitorial supplies and paper products in the storage rooms and janitorial closets, including labeling of all cleaning products.
- c) Maintain an orderly arrangement of all equipment stored in these areas such as mops, buckets, brooms, vacuum cleaners, scrubbers, etc.
- d) Clean and disinfect service sinks.

Restrooms:

- a) Dust and clean walls. Wash tiled walls and partitions.
- b) Sweep floors including behind doors, under toilet stools and furniture.
- c) High dust walls, light fixtures and ventilation grilles.
- d) Wash all floors with germicidal disinfectant and remove all spots and stains.
- e) Wash and polish all mirrors and bright work.
- f) Wash and wipe dry all plumbing fixtures.
- g) Wash and disinfect all toilet seats, both sides.
- h) Scour, wash and disinfect all basins, bowls and urinals.
- i) Empty paper towel trash receptacles and dispose in building trash receptacle. Replace trash liners.

- j) Fill soap dispensers and paper towel dispensers as needed.
- k) Fill toilet tissue, seat covers and sanitary napkin dispensers as needed.
- l) Empty and clean sanitary napkin disposal receptacles.
- m) Clean and wash receptacles and dispensers.
- n) Remove fingerprints and spots from walls.
- o) Remove all unauthorized marks and writing from walls, partitions, etc.
- p) Report all maintenance problems to building manager (dripping faucets, broken fixture handles, graffiti, etc.)

PERIODIC CLEANING OF ALL FACILITIES:

Weekly:

- a) Dust all windowsills, ledges, and baseboards.
- b) Sweep City Hall downstairs utility hallways.
- c) Clean and mop City Hall elevator and Community Center handicap elevator. Remove dust and trash that collects in the grove of the elevator door.

Bi-Weekly:

- a) Vacuum or brush all upholstered furniture.
- b) High dust lighting and ventilating ducts.
- c) Clean inside facing windows and vertical blinds.
- d) Sweep stage flooring area in the gym at the Community Center.
- e) Spot clean walls, doors, and partitions of the coffee room/employee break room.

Quarterly:

- a) Thoroughly clean the passenger elevators entire interior stainless steel surfaces of all doors and frames and outside painted and chrome surfaces of all doors and frames.
- b) Machine scrub and apply non-skid polish to all floors.
- c) Oil/polish woodwork.

I. COMMUNITY CENTER

Monthly:

Lobby/Front Counter

- a) Shampoo carpets and floor mats (First Friday of every month).
- b) Spot clean carpets and floor mats (as needed).
- c) Refill hand sanitizer dispenser (as needed).

Tiny Tot Room

- a) Shampoo rug (first Friday of every month).
- b) Refill soap, paper towels, toilet paper and seat in Tiny Tot restroom (as needed).
- c) Deep clean the entire room and restroom.

II. YOUTH LEARNING AND ACTIVITY CENTER

Quarterly:

Kitchen

- a) Deep clean the entire kitchen.

III. SENIOR CENTER

Monthly:

Lobby/Front Counter

- a) Shampoo floor mats (First Friday of every month).
- b) Spot clean floor mats (as needed).
- c) Refill hand sanitizer dispenser (as needed).

Quarterly:

Kitchen

- a) Deep clean the entire kitchen.

Three Times Annually:

- a) Shampoo carpet throughout **ALL** facilities including Employee Lounge areas during the month of July, November, and March – within a seven (7) day period.
- b) Wax floors and remove any scuff marks at **ALL** City facilities during the month of July, November, and March – within a seven (7) day period.
- c) Clean and wash **ALL** exterior and interior facing window glass and frames at City Hall, Senior Center, Community Center and Youth Learning Activity Center

EXHIBIT B
RATE SCHEDULE

A. LA PUENTE CITY HALL

Monthly Cost: \$ 1,566.00

B. LA PUENTE SENIOR CENTER

Monthly Cost: \$ 1,053.00

C. COMMUNITY CENTER/YOUTH LEARNING ACTIVITY CENTER

Monthly Cost: \$ 2,020.00

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting Contractor's indemnification of City, and prior to commencement of the Services, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to Agency.

General liability insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000.00 per occurrence, \$2,000,000.00 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000.00 combined single limit for each accident.

Professional liability (errors & omissions) insurance. Contractor shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Contractor agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

Workers' compensation insurance. Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000.00).

Contractor shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees and volunteers.

Proof of insurance. Contractor shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsement must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this contract. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Contractor, his agents, representatives, employees or subcontractors.

Primary/noncontributing. Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that

such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

City's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Contractor, or City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, City may cancel this Agreement.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

Enforcement of contract provisions (non estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Contractor of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Notice of cancellation. Contractor agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess liability policies.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is

made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass Through Clause. Contractor agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Section. Contractor agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

City's right to revise specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City and Contractor may renegotiate Contractor's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City.

Timely notice of claims. Contractor shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.



City of La Puente AGENDA REPORT

To: Mayor and City Council

For meeting of: February 12, 2019

From: Bob Lindsey, City Manager

SUBJECT: DISCUSSION AND DIRECTION REGARDING APPOINTMENT TO THE
PLANNING COMMISSION DUE TO AN UNSCHEDULED VACANCY

BACKGROUND/DISCUSSION

A vacancy on the Planning Commission has been created by the election of Charlie Klinakis to the City Council. The term of the vacant seat expires on June 11, 2019.

Pursuant to the processes set forth in Resolution No. 15-5196, a Notice of Unscheduled Vacancy was posted at City Hall, the County Library, the Senior Center and the Community Center on December 21, 2018, and was advertised on the City's website. The deadline for receiving applications was January 31, 2019.

A total of five (5) applications were received from the following individuals. All applicants meet the qualifications for the position available.

Adrian Barrios
Allen Maes
Marty Paz
Ronald Solano
Abraham Tellez

At this time, Staff seeks direction from the City Council regarding the appointment of a Planning Commissioner due to an unscheduled vacancy.

FISCAL IMPACT

None.

RECOMMENDATION

It is recommended that the City Council provide direction to Staff regarding the appointment of a Planning Commissioner due to an unscheduled vacancy.



City of La Puente AGENDA REPORT

To: Mayor and City Council

For meeting of: February 12, 2019

From: Bob Lindsey, City Manager

By: Roxanne E. Lerma, Director of Community Services

SUBJECT: DISCUSSION AND DIRECTION REGARDING RELOCATING THE LA PUENTE LIVE WEEKLY OPEN AIR MARKET AND CONSIDERATION OF EXTENDING THE PROFESSIONAL SERVICES AGREEMENT TO SEMPER ANTICUS TO CONTINUE TO OPERATE THE WEEKLY MARKET

BACKGROUND

On September 16, 2014, the City of La Puente (“City”) issued a Request for Proposals (“RFP”) for the operation and management of a certified farmers’ market in the interest of providing fresh food alternatives for the community and providing farmers the opportunity to sell their products locally. Additionally, the City wanted to use the market as an avenue to support local businesses and artisans by providing them with an opportunity to sell their goods and to showcase their businesses. Further, the City desires to use the market to attract people to the downtown area, and to encourage economic activity downtown. It is the City’s goal to create a festive community event and social gathering place through the creation of a weekly market.

At its meeting of March 25, 2015, the City Council approved a Professional Services and License Agreement with Semper Anticus (“Contractor”) for the operation and management of a weekly open air market. The Agreement expired on March 24, 2016.

At its meeting of October 27, 2015, the City Council approved Resolution No. 15-5245 waiving the business license fee of \$127 for the market vendors.

At its meeting of March 1, 2016, the City Council approved Amendment No. 1 to Agreement 15-1179 with the Contractor to continue the operation and management of a weekly open air market. This Agreement is set to terminate on March 24, 2019.

On June 7, 2018, the City Council approved Resolution No. 18-5422, rescinding Resolution No. 15-5245. Resolution No. 18-5422 requires La Puente Live market vendors to pay the business license fee set forth in the City’s Code.

DISCUSSION

Through this staff report, staff is providing notice to the City Council that the Agreement is set to expire on March 25, 2019. In addition, staff is seeking direction regarding moving the location of the weekly open air market. Staff is recommending relocating the weekly open air market from Main Street between Glendora Avenue and 2nd Street to Central Avenue between Stimson Avenue and Main Street, extending North onto Stimson Avenue until the drive way of Los Angeles County's Building and Safety Department that is located on Stimson.

By relocating the Market to Central Avenue and Stimson Avenue, the City can reduce the staffing levels to two part-time staff members; one part-time Community Services Leader and one part-time Maintenance Worker the cost of both will be paid for by the Contractor. In addition, the Contractor has agreed to pay for the cost of electricity, provide porta-potties, and has agreed to close the streets. Lastly, the relocation of the Market will leave Main Street open for customer parking for patrons of the downtown businesses.

La Puente Live prides itself in being a community oriented event. Currently the market has 75 vendors that participate on a weekly basis, half of which are La Puente based businesses. Further, by moving the Market to Central Avenue and Stimson Avenue the Market has the potential to grow to include 150 vendors.

RECOMMENDATION

It is recommended that the City Council approve the relocation of the La Puente Live Open Air Market from Main Street to Central Avenue and Stimson Avenue and authorize the City Manager to provide direction to the City Attorney's office to draft an amendment to the Professional Services and License Agreement No. 15-1179 with Semper Anticus.

ATTACHMENTS

None.