



AGENDA
REGULAR MEETING OF
LA PUENTE CITY COUNCIL AND SUCCESSOR AGENCY
COUNCIL CHAMBERS
15900 EAST MAIN STREET, LA PUENTE
MARCH 26, 2019
6:30 P.M. CLOSED SESSION
7:00 P.M. REGULAR SESSION

6:30 P.M. CLOSED SESSION

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 PURSUANT TO GOVERNMENT CODE SECTION 54956.8, CONFERENCE WITH REAL PROPERTY NEGOTIATORS:

Property: City owned right-of-way at Old Valley Blvd. and Common St., La Puente
City owned right-of-way at northeast corner of Hacienda Blvd. and Glendora Ave., La Puente
City owned right-of-way at southeast corner of Old Valley Blvd. and Valley Blvd., La Puente
City Negotiators: Bob Lindsey, City Manager and James M. Casso, City Attorney
Negotiating Party: Mark Kudler, Bulletin Displays, LLC
Under Negotiation: Price and Terms of Payment

2. THE CITY COUNCIL WILL RECESS TO CLOSED SESSION PURSUANT TO GOVERNMENT CODE SECTION 54957.6, CONFERENCE WITH LABOR NEGOTIATORS:

Agency Designated Representatives: Bob Lindsey, City Manager and James M. Casso, City Attorney
Employee Organization: SEIU

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

Presentation of Certificates of Recognition to the La Puente High School Boy's Soccer Team

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 MARCH 12, 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 March 12, 2019.

B. PUBLIC HEARINGS BEFORE THE CITY COUNCIL – None

C. UNFINISHED BUSINESS OF THE CITY COUNCIL

C-1 PRESENTATION AND CONSIDERATION OF A RESOLUTION ADOPTING ADMINISTRATIVE POLICY #60, COMPLIMENT AND COMPLAINT REPORTING PROCEDURES

Staff Recommendation: It is recommended that the City Council adopt Resolution No. 19-5473 adopting a new Administrative Policy #60 establishing the City's Compliment and Complaint Reporting Procedure.

C-2 CONSIDERATION OF A RESOLUTION AMENDING THE COMPREHENSIVE PERSONNEL POLICIES TO INCORPORATE AN AMENDED NEPOTISM AND FRATERNIZATION POLICY

Staff Recommendation: It is recommended that the City Council adopt Resolution No. 19-5475 amending the Comprehensive Personnel policies to incorporate an amended Nepotism and Fraternization policy.

C-3 CONSIDERATION OF SELECTION OF "HERITAGE" STYLE CITY STREET NAME SIGNS

Staff Recommendation: It is recommended that the City Council provide direction to Staff regarding the preferred sign style and pole color to proceed with for this project.

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 A RESOLUTION APPROVING WARRANT REGISTER NO. 1467

Staff Recommendation: It is recommended that the City Council and Successor Agency adopt Resolution No. 19-5476 approving Warrant Register No. 1467.

D-2 PRESENTATION OF FEBRUARY 2019 REQUISITION SUMMARY REPORT

Staff Recommendation: It is recommended that the City Council receive and file this report.

D-3 PRESENTATION OF FEBRUARY 2019 INVESTMENT REPORT

Staff Recommendation: It is recommended that the City Council receive and file this report.

D-4 SECOND READING OF ORDINANCE OF THE CITY OF LA PUENTE, CALIFORNIA REPEALING CHAPTER 5.42 (PEDDLERS) OF TITLE 5 (BUSINESS REGULATIONS AND LICENSES) OF THE LA PUENTE MUNICIPAL CODE AND ADOPTING A NEW CHAPTER 5.42 (MOBILE VENDING) OF TITLE 5 (BUSINESS REGULATIONS LICENSES) OF THE LA PUENTE MUNICIPAL CODE CREATING A MOBILE VENDING PROGRAM, ADDING SECTION 3.68.051 OF TITLE 3 PUBLIC SAFETY AND MORALS OF THE LA PUENTE MUNICIPAL CODE, AND MAKING A DETERMINATION OF EXEMPTION UNDER CEQA

Staff Recommendation: It is recommended that the City Council adopt Ordinance No. 19-959, Repealing Chapter 5.42 (Peddlers) of Title 5 (Business Regulations and Licenses) and Adopting a New Chapter 5.42 (Mobile Vending) of Title 5 (Business Regulations Licenses) Creating a Mobile Vending Program, Adding Section 3.68.051 of Title 3 Public Safety and Morals.

- D-5 CONSIDERATION OF AN AMENDMENT TO THE PARK USE AGREEMENT WITH LA PUENTE SOFTBALL INC., JR. ALL AMERICAN FOOTBALL OF LA PUENTE, INC. AND GUERREROS ATHLETIC FOUNDATION, INC. FOR THE YOUTH COALITION CARNIVAL CHANGING THE DATE OF THE EVENT

Staff Recommendation: It is recommended that the City Council: (1) approve Amendment No. 1 to the City of La Puente Park Use Agreement for the Youth Coalition Carnival; and (2) authorize the City Manager to execute the amendment on behalf of the City.

- D-6 CONSIDERATION OF AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH SIEMENS MOBILITY INC. FOR TRAFFIC SIGNAL MAINTENANCE SERVICES EXTENDING THE TERM OF THE AGREEMENT FOR AN ADDITIONAL YEAR IN AN AMOUNT NOT TO EXCEED \$19,516.44

Staff Recommendation: It is recommended that the City Council: (1) approve Amendment No. 2 with Siemens Mobility, Inc.; and (2) authorize the City Manager to execute the amendment on behalf of the City.

- D-7 CONSIDERATION OF AN AGREEMENT BETWEEN PYRO SPECTACULAR INC. AND THE CITY OF LA PUENTE FOR A PYROTECHNIC DISPLAY FOR THE CITY'S FORTUNATO JIMENEZ INDEPENDENCE DAY CELEBRATION IN THE AMOUNT OF \$19,500

Staff Recommendation: It is recommended that the City Council: (1) adopt Resolution No. 19-5477 adopting findings to dispense with the competitive bidding process; (2) approve the Agreement with Pyro Spectaculars, Inc. in the amount of \$19,500; and (3) authorize the City Manager to execute the Agreement on behalf of the City.

E. NEW BUSINESS TO BE CONSIDERED BY THE CITY COUNCIL – None

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.lapunte.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.

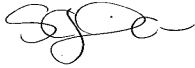
MEETING TIMES

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 21st day of March, 2019.



Sheryl Garcia, City Clerk

MINUTES
LA PUENTE CITY COUNCIL AND SUCCESSOR AGENCY
REGULAR MEETING OF
MARCH 12, 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.

A Closed Session and Regular Meeting of the City Council of the City of La Puente was held in the Council Chambers of City Hall, 15900 East Main Street, La Puente, California, on Tuesday, March 12, 2019, at 7:00 p.m.

7:00 P.M. AGENDA
OPEN SESSION

CALL TO ORDER

Mayor Munoz called the meeting to order at 7:02 p.m.

ROLL CALL

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

Members absent: None.

Staff members present: City Manager Bob Lindsey, City Attorney Jamie Casso, 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 and City Engineer William Pagett.

PLEDGE OF ALLEGIANCE

Morgan Navarro, Sunset Elementary School student, led the Pledge of Allegiance.

PRESENTATIONS

Ximena Brown, Workman Elementary School student, spoke about attending Youth in Government Day that took place at City Hall. She noted this event allowed students to look at how City government works and explained the several topics discussed such as the City's property tax breakdown. She further noted that it's never too early to understand how government works; and supports the Project LEAD youth committee.

Daniela Molina, Sunset Elementary School student, spoke about her school competing and winning a silver medal at the Science Olympia that took place at Occidental College. She thanked her teachers for preparing the students for the many events during the competition. She noted her school won third place in the district-wide talent show and mentioned the "Showstoppers" dancers. She further noted the basketball team is 5-1; and she is excited for the mock City

Council meeting taking place on March 13, 2019, to discuss installing speed humps and learning how City Council meetings are ran.

Mayor Munoz, on behalf of the City Council, presented Certificates of Recognition to Makayla Alfonso and Matthew Alfonso for their recent Taekwondo victories.

ORAL COMMUNICATIONS – None

BOARDS/COMMISSION/COMMITTEE REPORTS – None

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 FEBRUARY 26, 2019

A motion was made by Council Member Holloway, seconded by Council Member Solis, to waive the reading and approve the minutes of the City Council and Successor Agency meetings of February 26, 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 A RESOLUTION APPROVING A COMPREHENSIVE SCHEDULE OF FEES AND CHARGES ASSESSED BY THE CITY FOR SERVICES AND MUNICIPAL ACTIVITIES PROVIDED TO THE PUBLIC

Finance Manager Grunklee provided a staff report regarding the comprehensive schedule of fees and charges.

Discussion ensued regarding adjusting fees annually, incorporating fee changes during budget time, and animal control fees.

Mayor Pro Tem Klinakis provided direction to Staff to eliminate the animal control fees for disabled veterans.

Mayor Munoz opened the public hearing. There being no members of the public wishing to speak, Mayor Munoz closed the public hearing.

A motion was made by Mayor Pro Tem Klinakis, seconded by Council Member Solis, to adopt Resolution No. 19-5469, approving a Comprehensive Schedule of Fees and Charges for various services provided to the public. The motion carried by the following roll call vote:

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

C. UNFINISHED BUSINESS OF THE CITY COUNCIL

C-1 CONSIDERATION OF SELECTION OF “HERITAGE” STYLE CITY STREET NAME SIGNS

City Manager Lindsey provided three options for a heritage style City street sign.

Discussion ensued regarding the style of sign, cost estimate of installation, replacement of poles and pole color.

The City Council directed Staff to install a mock up with the La Puente logo heritage style sign and provide a cost analysis on various sign options.

Council Member Lewis requested that the ad hoc committee meet to discuss pole options and provide a report at the next City Council meeting.

D. CITY COUNCIL AND SUCCESSOR AGENCY CONSENT CALENDAR

A motion was made by Council Member Holloway, seconded by Council Member Solis, to approve Consent Calendar Items D-1 through D-5. The motion carried by the following roll call vote:

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

D-1 CONSIDERATION OF A RESOLUTION APPROVING WARRANT REGISTER NOS. 1466 AND 62

Action taken: The City Council and Successor Agency adopted Resolution No. 19-5474 approving Warrant Register No. 1466 and Resolution No. SA 19-92 approving Warrant Register No. 62.

D-2 PRESENTATION OF THE CITY OF LA PUENTE’S STRATEGIC PLAN SIX-MONTH OBJECTIVES

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

- D-3 CONSIDERATION OF AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH HDL COREN & CONE FOR PROPERTY TAX MANAGEMENT SERVICES EXTENDING THE TERM OF THE AGREEMENT FOR AN ADDITIONAL YEAR

Action taken: The City Council approved Amendment No. 2 with HdL Coren and Cone for property tax management services.

- D-4 CONSIDERATION OF AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AND LICENSE AGREEMENT WITH SEMPER ANTICUS FOR THE OPERATION AND MANAGEMENT OF A WEEKLY OPEN AIR MARKET EXTENDING THE TERM FOR AN ADDITIONAL FOUR YEARS AND REVISING THE SCOPE OF SERVICES

Action taken: The City Council: (1) approved Amendment No. 2 to the Professional Services and License Agreement with Semper Anticus; and (2) authorized the City Manager to execute the Amendment on behalf of the City.

- D-5 CONSIDERATION OF AUTHORIZATION TO SOLICIT BIDS FOR THE AMAR ROAD AND ELLIOTT AVENUE RIGHT-OF-WAY IMPROVEMENTS

Action taken: The City Council: (1) approved the plans and specifications for construction of the Amar Road and Elliot Avenue Parkway Landscape Improvement Project and; (2) authorized staff to solicit for bids.

- E. NEW BUSINESS TO BE CONSIDERED BY THE CITY COUNCIL

- E-1 DISCUSSION AND DIRECTION REGARDING THE CREATION OF A PROJECT L.E.A.D. YOUTH ADVISORY BOARD

Director of Community Services Lerma provided a staff report on the creation of a Project LEAD Youth Advisory Board. She explained that the Youth Advisory Board would advise the City Council of the effects of policies, priorities and programs concerning the youth in La Puente and would assist in the development and promotion of activities and advocating for youth participation in community programs and events.

The City Council directed Staff to provide additional research and bring back recommendations on implementation.

E-2 DISCUSSION AND DIRECTION REGARDING RESOLUTION 16-5283, AMENDING THE COMPREHENSIVE PERSONNEL POLICIES TO INCORPORATE AN AMENDED NEPOTISM AND FRATERNIZATION POLICY

Finance Manager Grunklee provided a staff report regarding the conflict between the City's Comprehensive Personnel Policy and Nepotism and Fraternization Policy.

The City Council directed Staff to retain the first sentence and omit the bottom language of Section 4.10 of the City's Comprehensive Personnel Policy to coincide with the current Nepotism and Fraternization Policy with the respect to the definition of relative and bring the revised documents back for City Council approval.

E-3 INTRODUCTION AND CONSIDERATION OF AN ORDINANCE OF THE CITY OF LA PUENTE, CALIFORNIA REPEALING CHAPTER 5.42 (PEDDLERS) OF TITLE 5 (BUSINESS REGULATIONS AND LICENSES) OF THE LA PUENTE MUNICIPAL CODE AND ADOPTING A NEW CHAPTER 5.42 (MOBILE VENDING) OF TITLE 5 (BUSINESS REGULATIONS LICENSES) OF THE LA PUENTE MUNICIPAL CODE CREATING A MOBILE VENDING PROGRAM, ADDING SECTION 3.68.051 OF TITLE 3 PUBLIC SAFETY AND MORALS OF THE LA PUENTE MUNICIPAL CODE, AND MAKING A DETERMINATION OF EXEMPTION UNDER CEQA

Finance Manager Grunklee provided a staff report regarding the recently adopted Senate Bill 946 which prohibits cities from regulating sidewalk vendors, subject to certain conditions.

Discussion ensued regarding noise in residential areas, location regulations, required permits and monitoring, and code enforcement not having the ability to enforce due to not having an approved policy in place.

City Attorney Casso noted that Staff would need to come back to the City Council to set the mobile vending permit fee amount.

Mayor Munoz directed Staff to re-evaluate the park concession stand to have cost control and to secure the youth programs that need the sales of the concession stands to be viable. She suggested that the La Puente Park ad hoc committee look into options.

A motion was made by Mayor Pro Tem Klinakis, seconded by Council Member Lewis, to waive reading and read by title only Ordinance No. 19-959. The motion carried by the following roll call vote:

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

City Attorney Casso read the title into the record.

A motion was made by Mayor Pro Tem Klinakis, seconded by Council Member Holloway, to introduce Ordinance No. 19-959, an Ordinance of the City Council of the City of La Puente Repealing Chapter 5.42 (Peddlers) of Title 5 (Business Regulations and Licenses) and Adopting a New Chapter 5.42 (Mobile Vending) of Title 5 (Business Regulations Licenses) Creating a Mobile Vending Program, Adding Section 3.68.051 of Title 3 Public Safety and Morals. The motion carried by the following roll call vote:

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

RECESS INTO CLOSED SESSION

The City Council recessed into closed session at 8:48 p.m. to discuss items as posted on the agenda.

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)
2. THE CITY COUNCIL WILL RECESS TO CLOSED SESSION PURSUANT TO GOVERNMENT CODE SECTION 54956.8, CONFERENCE WITH REAL PROPERTY NEGOTIATORS:
Property: City owned right-of-way at Old Valley Blvd. and Common St., La Puente
City owned right-of-way at northeast corner of Hacienda Blvd. and Glendora Ave., La Puente
City owned right-of-way at southeast corner of Old Valley Blvd. and Valley Blvd., La Puente
City Negotiators: Bob Lindsey, City Manager and James M. Casso, City Attorney
Negotiating Party: Mark Kudler, Bulletin Displays, LLC
Under Negotiation: Price and Terms of Payment

RECONVENE TO OPEN SESSION

The City Council reconvened to open session at 9:38 p.m.

REPORT OUT OF CLOSED SESSION

City Attorney Casso reported that as to Item 1 on the Closed Session meeting agenda, direction was given to the City Attorney, no final action was taken and there was nothing further to report.

City Attorney Casso reported that as to Item 2 on the Closed Session meeting agenda, direction was given to the City's negotiators, no final action was taken and there was nothing further to report.

AD HOC COMMITTEE REPORTS

Landscape and Lighting District: Nothing to report.

Code Enforcement: Nothing to report.

La Puente Park Master Plan and Youth Program Oversight: Mayor Munoz noted that the ad hoc committee would meet on March 13, 2019, at 3:30 p.m.

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: Nothing to report.

AB 1234 REPORTS – None.

ORAL COMMENTS FROM COUNCIL – None.

ORAL COMMENTS FROM STAFF – None.

There being no further business before the City Council, Mayor Munoz adjourned the meeting at 9:39 p.m. in memory of John Cortina and Erica Rodriguez.

Approved this 26th day of March, 2019.

Sheryl Garcia
City Clerk

Valerie Munoz
Mayor/Chair



City of La Puente AGENDA REPORT

To: Mayor and City Council

For meeting of: March 26, 2019

From: Bob Lindsey, City Manager

By: Anissa Livas, Management Analyst

SUBJECT: PRESENTATION AND CONSIDERATION OF A RESOLUTION ADOPTING ADMINISTRATIVE POLICY #60, COMPLIMENT AND COMPLAINT REPORTING PROCEDURES

BACKGROUND

On April 24, 2018, the City of La Puente adopted Administrative Policy 56, *Customer Service Philosophy and Standards*, in an effort to ensure all city staff are held to the highest standards of customer service practices. Since then, the City has taken steps to be proactive with the new policy by providing customer service training to city staff on a regular basis and ensuring all new employees, regardless of level or status, review and sign the policy to understand the City's expectations when it comes to providing elite levels of customer service.

DISCUSSION

The City's current customer policy, although addressing the responsibility of all employees to uphold best practice customer service standards, does not incorporate a reporting procedure for addressing customer complaints and/or receiving compliments for an employee's job well done. Administrative Policy 60, *Compliment and Complaint Reporting Procedure*, applies to compliments, comments and complaints received from customers regarding the City of La Puente's operations or service delivery by employees, contractors and volunteers.

If approved by the City Council, staff will begin enacting upon the Procedure attached by providing the public with access to formal complaint and compliment forms. The Human Resources Division will accept completed forms, log them for record keeping purposes and forward them to the appropriate supervisor for the service area in which the complaint or compliment is being made. The policy also establishes a timeline for responding to complaints, so that customer complaints are addressed on time.

FISCAL IMPACT

None.

RECOMMENDATION

It is recommended that the City Council adopt Resolution No. 19-5473 adopting a new Administrative Policy #60 establishing the City's *Compliment and Complaint Reporting Procedure*.

ATTACHMENTS

Attachment "A": Resolution No. 19-5473

RESOLUTION NO. 19-5473

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF LA PUENTE, CALIFORNIA, ADOPTING A NEW
ADMINISTRATIVE POLICY 60, RELATED TO
COMPLIMENT AND COMPLAINT REPORTING
PROCEDURES**

WHEREAS, customer service is an important part of any successful business including the City of La Puente; and

WHEREAS, the City is committed to providing an effective customer compliment, comment and complaints management process that reflects the needs, expectations and rights of its customers; and

WHEREAS, the City did not previously have a procedure for the proper reporting and recording of compliments and complaints to effectively address concerns and give recognition to those who provided exceptional services; and

WHEREAS, City Staff has drafted a new Administrative Policy that provides a mechanism for the public to express their compliment or complaint for a City program, service, facility, employee, contractor or volunteer; and

WHEREAS, adoption of the new policy ensures that all City of La Puente personnel, at every level, are accountable to the highest levels of customer service and excellence and are given recognition when providing exceptional customer service.

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 Council does hereby approve and adopt a new Administrative Policy 60, Compliment and Compliant Reporting Procedures, which is attached hereto as Exhibit A.

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 their 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 26th day of March, 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
ADMINISTRATIVE POLICY**

POLICY #: 060	SUBJECT: COMPLIMENTS AND COMPLAINT REPORTING PROCEDURE
ISSUED: March 26, 2019	
EFFECTIVE: March 26, 2019	
CANCELLATION DATE:	

POLICY:

The City of La Puente (“City”) is committed to providing an effective customer compliment, comment and complaints management process that reflects the needs, expectations and rights of its customers. Our aim is to provide customers with the best possible service, however, we recognize that from time to time things may go better or worse than expected, or there may be aspects of City services that customers wish to provide feedback on.

This Procedure applies to compliments, comments and complaints received from customers regarding City of La Puente’s operations or service delivery by employees, contractors and volunteers. Examples of complaints that could be made under this Procedure are as follows;

- A failure to do something agreed to do;
- A failure to observe policy or procedures;
- An error made by an employee, contractor, or volunteer of the City;
- Unfair or discourteous actions or statements made by an employee, contractor, or volunteer of the City;
- Access, or lack thereof, to services;
- Timeliness of service; and,
- Quality of service.

This Procedure also provides a mechanism for the public to express their approval for a City program, service, facility, employee, contractor or volunteer.

PROCEDURE:

1. Wherever possible, the City will attempt to address concerns from members of the public through discussions in an informal manner. If the member of the public is not satisfied, the following process allows the member to file a formal complaint that will be addressed by the Director of the relevant service delivery area.
2. When informal discussions do not lead to a satisfactory resolution, a member of the public may file a formal complaint on the form designated as “Exhibit 1” attached to this Procedure.

3. A member of the public may also use the form designated as “Exhibit 2” attached to this Procedure to compliment an individual employee, contractor or volunteer of the City. Forms for all complaints and commendations will be made available at the entrance counters of City Hall, Senior Center and Community Services Center and online for download.
4. Formal compliments and complaints may be submitted via email at lapuentehr@lapuente.org, by mail or in person to the Human Resources Division.
5. When the Human Resources Division receives a compliment, the division will log the compliment for record keeping purposes and immediately forward the compliment to the Director or Manager who will pass it along to the employee(s), contractor or volunteer associated with compliment. The Director or Manager is also encouraged to prepare and include a commendation supporting the compliment. If the compliment is regarding a City employee, the employee should personally sign and date a copy of the compliment and commendation to be included in his/her personnel file for inclusion on his/her performance evaluation.
6. When the Human Resources Division receives a complaint, the division will log the complaint for record keeping purposes and immediately forward the complaint to the Director responsible for the service area in which the complaint is being made, with a copy to the City Manager. Complaints being made about a Director will be forwarded to the City Manager. Complaints about the City Manager will be forwarded to the City Council.
7. Upon receiving a complaint from the Human Resources Division, the City Manager, Director or appropriate Manager has three (3) business days, excluding holidays, to contact the complainant to advise of receipt of the complaint.
8. Within ten (10) business days, excluding holidays, of receiving the complaint, the City Manager, Director or Manager must notify the complainant of the expected duration of the investigation, if deemed necessary, including an approximate timeline for when the complaint will be formally responded to. The timeline may not be longer than thirty (30) calendar days, except for extraordinary circumstances.
9. When the City Manager, Director, or Manager has completed their investigation, they must provide a written response to the complainant, copying both the Human Resources Division and the City Manager. The written response will include a finding if the allegation(s) were sustained, unsubstantiated, or unfounded. A summary of the actions taken to correct the issue in the complaint, or reasons why no action is being taken may be included; however, details of any personnel actions taken against an employee (if any) shall be deemed confidential and shall not be publically disclosed, including but not limited to any disciplinary actions taken or counseling memorandum issued. All responses must be on City letterhead and emailed to the complainant whenever possible.

FRIVOLOUS, VEXATIOUS AND ANONYMOUS COMPLAINTS:

Anonymous, frivolous or vexatious complaints, or if the complaint is initiated with the intent to embarrass or harass an employee, will not be considered. This determination can be made by the City Manager.

PROCEDURE FOR DISSATISFIED COMPLAINANT:

If the complainant believes that the investigation was not thoroughly investigated and believes that issue was not resolved, he or she may contact the City Manager who may answer questions regarding the investigation.

PLEASE PRINT IN BLACK OR BLUE INK

CITY OF LA PUENTE
Complaint Form
HUMAN RESOURCES DIVISION

[illegible]

PLEASE PRINT IN BLACK OR BLUE INK

Complaint Form (CONTINUED)

(Please attach additional pages if necessary)

WITNESSES/OTHERS INVOLVED

Last Name: _____ First Name: _____ Middle Initial: _____
Address: _____ City: _____ State: _____ Zip: _____
Home Phone: _____ Work Phone: _____ Involvement: _____

Last Name: _____ First Name: _____ Middle Initial: _____
Address: _____ City: _____ State: _____ Zip: _____
Home Phone: _____ Work Phone: _____ Involvement: _____

Last Name: _____ First Name: _____ Middle Initial: _____
Address: _____ City: _____ State: _____ Zip: _____
Home Phone: _____ Work Phone: _____ Involvement: _____

SIGNATURE

I certify that the forgoing information is true to the best of my knowledge.

Name (Print) Date

Signature Date

May be submitted by hand, email at lapuentehr@lapuente.org or by mail to:

City of La Puente
Human Resources Division
15900 E. Main St.
La Puente, CA 91744

PLEASE PRINT IN BLACK OR BLUE INK

CITY OF LA PUENTE
Compliment Form
HUMAN RESOURCES DIVISION



INFORMATION ABOUT YOU

Last Name: _____ First Name: _____ Middle Initial: _____
 Address: _____ City: _____ State: _____ Zip: _____
 Home Phone: _____ Work Phone: _____ Cell Phone: _____
 Email: _____

INFORMATION ABOUT SERVICE

Location of Service: _____
 Date of Service: _____ Time of Service: _____ am/pm (circle one)
 Name of Department Employee(s) Involved and or Physical Description: _____

STATEMENT/DESCRIPTION OF SERVICE

Please state why this employee should be commended:

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

(continue on next page)

PLEASE PRINT IN BLACK OR BLUE INK

Compliment form (CONTINUED)

(Please attach additional pages if necessary)

WITNESSES/OTHERS INVOLVED

Last Name: _____ First Name: _____ Middle Initial: _____
Address: _____ City: _____ State: _____ Zip: _____
Home Phone: _____ Work Phone: _____ Involvement: _____

Last Name: _____ First Name: _____ Middle Initial: _____
Address: _____ City: _____ State: _____ Zip: _____
Home Phone: _____ Work Phone: _____ Involvement: _____

Last Name: _____ First Name: _____ Middle Initial: _____
Address: _____ City: _____ State: _____ Zip: _____
Home Phone: _____ Work Phone: _____ Involvement: _____

SIGNATURE

I certify that the forgoing information is true to the best of my knowledge.

Name (Print) Date

Name (Signature) Date



Find us on yelp at La Puente City Hall. We welcome your feedback!

May be submitted by hand, email at lapuentehr@lapuente.org or by mail to:

City of La Puente
Human Resources Division
15900 E. Main St.
La Puente, CA 91744



City of La Puente AGENDA REPORT

To: Mayor and City Council

For meeting of: March 26, 2019

From: Bob Lindsey, City Manager

By: Anissa Livas, Management Analyst

SUBJECT: CONSIDERATION OF A RESOLUTION AMENDING THE COMPREHENSIVE PERSONNEL POLICIES TO INCORPORATE AN AMENDED NEPOTISM AND FRATERNIZATION POLICY

BACKGROUND

On February 14, 2006, the City Council amended the Comprehensive Personnel Policy to incorporate a Nepotism and Fraternization Policy.

On July 1, 2007 the Comprehensive Personnel Policy was revised. This included section 4.10 "Employment of Relatives" which also referenced the 2006 Nepotism and Fraternization Policy that was included in the Employees Personnel Manual.

On June 14, 2016, the City Council adopted Resolution No. 16-5283 amending the 2006 Nepotism and Fraternization Policy. Section 2 of the Resolution included a statement that "The City Council hereby repeals any previous Nepotism and Fraternization Policies" but did not make any reference to section 4.10 of the Comprehensive Personnel Policy.

During the March 12th meeting, the City Council directed staff to ensure that the amended Nepotism Policy prohibits the hiring of relatives of appointed officials but allows the hiring of relatives of full-time employees, so long as they do not work within the same department.

DISCUSSION

The 2016 Nepotism Policy specifically defines a "relative" as meaning a spouse, domestic partner, child, step-child, parent, step-parent, grandparent, grandchild, brother, sister, step-brother, step-sister, aunt, uncle, niece, nephew, parent-in-law, brother-in-law, sister-in-law, legal guardian and/or significant other significant other as defined in the policy, and/or any other individual related by blood or marriage and that an "employee" is defined as any person who receives a City payroll check for services, full or part-time, rendered to the City of La Puente. This definition of "relative", particularly the reference to "...any other individual related by blood or marriage..." is difficult to decipher due to its ambiguity.

Furthermore, the 2016 policy states that relatives of employees cannot be employed in the same department of such a relative at any time by the City, with the exception of those whom were hired prior to the policy's implementation on June 14, 2016.

Section 4.10 “Employment of Relatives” of the Comprehensive Personnel Policy states that members of the immediate family or elected or appointed officials shall not be appointed to full or part time City employment during the time the elected or appointed officials are in office. It also states that immediate family members of full-time employees shall not be appointed to any position, full or part-time, in the City workforce. Immediate family member is defined as spouse, spousal equivalent, parents, children, siblings, grandparents, grandchildren or other dependents living in the home as well as immediate family of the spouse or spousal equivalent.

In order to address the conflict between section 4.10 of the Comprehensive Personnel Policy and the 2016 Nepotism and Fraternization Policy, Staff recommends the following: (1) strike the following statement from 4.10 of the Comprehensive Personnel Policy, “Immediate family members of full-time employees shall not be appointed to any position, full or part-time, in the City work force. For purposes of this policy, immediate family member is defined as spouse, spousal equivalent, parents, children, siblings, grandparents, grandchildren or other dependents living in the home as well as the immediate family of the spouse or spousal equivalent.”, (2) strike the following statement from the 2016 Nepotism and Fraternization Policy “For purposes of this policy, “relative” means spouse, domestic partner, child, step-child, parent, step-parent, grandparent, grandchild, brother, sister, step-brother, step-sister, aunt, uncle, niece, nephew, parent-in-law, brother-in-law, brother-in-law, sister-in-law, legal guardian and/or significant other as defined herein and in the fraternization policy, and/or any other individual related by blood or marriage living in the same household as the City employee.”, (3) replace both policies with the following statement to ensure consistency, “For purposes of this policy, a “relative” is an immediate family member of a city officer or employee. Immediate family members are those by blood or marriage within the third degree. This includes parents, children, grandchildren, grandparents, uncles/aunts, nieces/nephews, first cousins, great grandparents, and great grandchildren, as well as the spouses or domestic partners of each.”

FISCAL IMPACT

None.

RECOMMENDATION

It is recommended that the City Council adopt Resolution 19-5475 amending the Comprehensive Personnel Policies to incorporate an amended Nepotism and Fraternization policy.

ATTACHMENTS

Attachment “A”: Revised Section 4.10 of the Comprehensive Personnel Policy
Attachment “B”: Resolution No. 19-5475

conducted. Final offers of employment or promotion may be delayed until the City has completed this investigation process.

4.9 Emergency Appointments: Certain employees designated by the City Manager may make emergency appointments in order to meet the immediate requirements of an emergency such as an extraordinary fire, flood or earthquake which threatens public life or property. All emergency appointments shall be reported to the City Manager as soon as possible. The personnel rules affecting appointments and employment do not apply when such emergency conditions occur.

4.10 Employment of Relatives: To avoid conflicts of interests, members of the immediate family of elected or appointed officials shall not be appointed to fulltime or part-time City employment during the time the elected or appointed officials are in office. For purposes of this policy, a “relative” is an immediate family member of a city officer or employee. Immediate family members are those by blood or marriage within the third degree. This includes parents, children, grandchildren, grandparents, uncles/aunts, nieces/nephews, first cousins, great grandparents, and great grandchildren, as well as the spouses or domestic partners of each. A separate Nepotism and Fraternization Policy has been established and is included in the Employees Personnel Manual.

4.11 Pre-Employment Physical Examinations: Candidates who have received an offer of employment may be required to undergo a physical examination prior to reporting to work. A medical doctor who is selected by and paid for by the City shall perform the examination.

5 INTRODUCTORY PERIOD

5.1 Purpose: For an employee assigned to a position other than temporary or seasonal, an introductory period regarded as a part of the testing process to closely observe the work performance, progress, and adjustment of the new employee, is required. During this period, benefits for newly hired employees apply only to the extent outlined, in these rules, for introductory employees. Promoted regular employees retain the level of benefits that they were eligible for before the promotion.

RESOLUTION NO. 19-5475

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF LA PUENTE, CALIFORNIA, AMENDING THE
COMPREHENSIVE PERSONNEL POLICIES TO
INCORPORATE AN AMENDED NEPOTISM AND
FRATERNIZATION POLICY**

WHEREAS, on February 14, 2006, the City Council amended the Comprehensive Personnel Policy to incorporate a Nepotism and Fraternization Policy; and

WHEREAS, on June 14, 2016, the City Council further amended the Comprehensive Personnel Policy relating to Nepotism and Fraternization to address changes in terminology.

WHEREAS, the City Council wishes to make an additional amendment to the Nepotism and Fraternization policy to address existing conflicting policies regarding the employment of relatives.

**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 Council hereby repeals any previous Nepotism and Fraternization Policies, including but not limited to Section 4.10 of the Comprehensive Personnel Manual, Employment of Relatives.

SECTION 3. The City Council hereby approves and adopts the City of La Puente Nepotism and Fraternization Policy, attached hereto as Exhibit A, and incorporated herein by reference.

SECTION 4. 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 5. 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 26th day of March, 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 California



NEPOTISM AND FRATERNIZATION POLICY

Adopted: February 14, 2006

Amended: June 14, 2016

Amended: March 26, 2019

CITY OF LA PUENTE NEPOTISM AND FRATERNIZATION POLICY

1.0 Purpose

The purpose of this policy is to establish the nepotism and fraternization policy for the City of La Puente. This policy is intended to avoid conflicts of interest between work-related and personal/family obligations; reduce favoritism or even the appearance of favoritism; prevent personal/family conflicts from affecting the workplace; and decrease the likelihood of sexual harassment and/or gender discrimination in the workplace.

2.0 Definitions

The following definitions apply to each section of this Policy.

- A. A "romantic and/or sexual relationship" exists when two City employees become personally involved with each other to the point that there is dating, exchange of personal affection, sexual or physical intimacy and/or cohabitation.
- B. The term "dating" includes but is not limited to one or more social meetings under circumstances that may lead to exchange of personal affection, and sexual or physical intimacy.
- C. "A social meeting" occurs when co-employees gather for purposes not related to work for the City.
- D. "Cohabitation" applies to those employees who live together, share room and board or sire children, without being married to one another.
- E. A "significant other" means a relationship between an employee of the City and another individual as defined herein in (a), (b), (c) and/or (d) and elsewhere in the policy.
- F. Department(s) is defined as:

- Administration
 - City Manager's Office
 - Administrative Services
 - City Clerk
 - Information Technology
 - Accounting and Finance
- Development Services Department
 - Planning Division
 - Park Maintenance
 - Building and Safety Division

Engineering Division
Code Enforcement
Community Services
Recreation Division
Youth Learning Activity Center
Senior Center

3.0 Policy/Procedure

Fraternization

A. Romantic Relationships Between Supervisors and Subordinate Employees Are Prohibited.

Public trust, safety and City morale require that employees avoid the appearance of a conflict between their professional responsibilities and any involvement that they may have in a romantic or sexual relationship with other City employees. In order to promote efficient operation of the City and to avoid misunderstandings, complaints of favoritism, other problems of supervision, security, morale, and possible claims of sexual harassment and/or gender based discrimination, romantic and/or sexual relations between supervisors and subordinate employees are prohibited.

B. Romantic Relationships Between Co-Employees In The Same Department Are Prohibited

Public trust, safety and City morale require that employees avoid relations, which may negatively impact the efficient operation of the City. In order to promote efficient operation of the City and to avoid formation of cliques and factions, claims of sexual harassment and gender based discrimination, and the blurring of professional and personal responsibilities and relationships in the workplace, romantic and/or sexual relationships between co-employees in the same Department are prohibited.

C. Enforcement

The City reserves the right to investigate situations in the workplace to determine whether a romantic and/or sexual relationship exists and therefore presents a possible violation of this Policy. If the City determines that a proscribed relationship (as defined by this policy) exists, remedial and/or disciplinary measures, including but not limited to a transfer, reassignment, or dismissal, shall be utilized to mitigate issues that arise relevant to the enforcement of this policy.

1. The City retains the right to refuse to place employees engaged in relationships prohibited by this policy in the same department where it has the potential for creating adverse impact on supervision, safety, security or morale or involves potential conflicts

of interest.

2. In order to implement such policies, and where the above circumstances exist and mandate that employees shall not work in a prohibited relationship, the City will attempt to transfer one party to the proscribed relationship to a similar classified position in another City Department, should such a position exist, be available, and should the employee possess the skills and qualifications necessary to perform the essential duties of the position. Although the wishes of the involved parties as to which individual will be transferred will be given consideration by the City, the controlling factor in determining who is to be transferred shall be the positive operation and efficiency of the City. If any such transfer results in a reduction in salary or compensation, applicable and legally required due process procedures shall be applied.

3. In lieu of a transfer from one department to another, or in situations where no similar counterpart classification exists to which an employee in a proscribed relationship can be transferred, that employee may continue to be employed within the same City department subject to approval by the Department Director and the City Manager or his/her designee. However, any such continuing employment is predicated upon both subject employees not reporting to the same immediate supervisor; not being supervised by each other; not working the same shift at the same work site; or, otherwise becoming involved in a work environment having the potential for adverse impact on supervision, safety, security or morale.

4. If continuing employment of employees in a relationship prohibited by this Policy cannot be accommodated consistent with the City's interest in promotion of safety, security, morale and efficiency, then the City retains sole discretion to separate one of the parties from City employ. Absent resignation by one affected employee, the less senior, in terms of overall City service, of the involved employees shall be subject to separation. In the event of separation, applicable and governing due process procedures shall be applied.

The provisions of this fraternization policy are not applicable to individuals employed by the City on or before the date of adoption of this policy in their current state of marriage or non-marriage. As such, a change in marital status/cohabitation, etc. of any current employee, will result in the applicability of this policy. Furthermore, those employees are subject to any and all employment-related actions by the City, that are permissible pursuant to existing City policies and procedures to address conduct that is negatively impacting the work environment.

Nepotism

It is an express finding of the City that the situation specified in this Section, the employment of relatives as that term is defined herein, is contrary to appropriate City goals of safety and efficiency. The purpose of this section is to define those specific circumstances and to delineate the manner in which such employment issues will be addressed.

For purposes of this policy, a “relative” is an immediate family member of a city officer or employee. Immediate family members are those by blood or marriage within the third degree. This includes parents, children, grandchildren, grandparents, uncles/aunts, nieces/nephews, first cousins, great grandparents, and great grandchildren, as well as the spouses or domestic partners of each.

An employee is defined as any person who receives a City payroll check for services, full or part time, rendered to the City of La Puente.

Relatives of employees shall not be employed in the same department of such a relative at any time by the City as further proscribed below.

As of the effective date of this Policy, City employees who are related as defined herein shall not be affected in their current job status except when the City Manager or his/her designee determines that the circumstances of that employment raises an undue hardship upon the other employees within the particular work unit and that such employment is detrimental to the supervision, safety, security and/or morale of the particular work unit.

It is found by the City that a business purpose exists and dictates that a prohibition on employment of relatives within City departments is essential to safety and efficiency when such employment result in any of the following:

- A supervisor-subordinate relationship;
- The employees having job duties, which authorize performance of shared duties on the same or related work assignment;
- Both employees being under the jurisdiction of the same immediate supervisor; or
- An adverse impact on supervision, safety, security and/or morale.

Effect of Post-Employment Marriage or Creation of Other “Relative” Status of City Employees

In determining rules and regulations governing the employment of City employees who become related, as defined herein, after commencement of City employ, the City is guided by the principles enunciated in the California Fair Employment and Housing Act (FEHA) which prohibits discrimination on the grounds of marital status. However, FEHA and its Regulations defining the same do authorize restrictions being placed upon married City employees (or upon people deemed related as a result of marriage [i.e., in-laws]) where for business reasons of supervision, safety, security or morale, the employer may refuse to place one spouse or other relative under the direct supervision of another spouse or other relative and refuse to place both spouses or other relatives in the same department, division or facility if the work involves potential conflicts of interest or other hazards greater for married couples or other relatives than for other persons. (Cal. Code Reg., tit. 2, Section 7292.5; Government Code Section 12940(a)(3)).

Recognizing the principles stated above, the City determines that "marital status" is defined as an individual's state of marriage, non-marriage, divorce or dissolution, separation, widowhood, annulment, or other marital state for purpose of this policy. Further, a "spouse" is defined as a partner in marriage.

The City retains the right to refuse to place one spouse or other relative under the direct supervision of the other spouse where there is a potential for creating adverse impact on supervision, safety, security or morale.

The City retains the right to refuse to place both spouses or other relatives in the same department where doing so has the potential for creating adverse impact on supervision, safety, security or morale or involves potential conflicts of interest.

In order to implement such policies, and where the above circumstances exist and mandate that two spouses or other relatives shall not work in a prohibited relationship, the City will attempt to do any of the following: Attempt to redefine the job responsibilities of the related employees within the Department to minimize the conflict, if the redefinition of job status is not feasible, will attempt to transfer one spouse or other relative to a similar classified position in another City department. Although the wishes of the involved parties as to which spouse or other relative is to be transferred will be given consideration by the City, the controlling factor in determining who is to be transferred shall be the positive operation and efficiency of the City. If any such transfer results in a reduction in salary or compensation, the transfer shall not be considered disciplinary in nature and shall not be the subject of any form of administrative appeal.

In lieu of a transfer from one department to another, or in situations where no similar counterpart classification exists to which a spouse or other relative can be transferred, the City may request the voluntary resignation of one of the employees and if one of the employees does not voluntarily resign, the employee with the least employment experience/service with the City of La Puente may be discharged by the City Manager. Married or other related employees may continue to be employed within the same City department subject to approval by the Department Director and the City Manager or his/her designee. However, any such continuing employment is predicated upon both spouses, or other similarly situated relative as defined in this Policy not reporting to the same immediate supervisor, not being supervised by each other, not working the same shift at the same work site; or, otherwise becoming involved at a work environment having the potential for adverse impact on supervision, safety, security or morale.

It is the duty of all involved employees that are in a situation prohibited under this policy to immediately notify their supervisor either in person or through the chain of command that a situation exists wherein the involved employee may be in violation of this policy. The City reserves the right to reasonably investigate the situation and determine whether or not the employee has violated this policy.

4.0 Responsibility Assignments

<i>Department Directors/Division Managers/Supervisors:</i>	<i>Responsible to ensure that appropriate hiring practices are upheld in their respective Department/Division</i>
<i>Department Directors/Division Managers/Supervisors:</i>	<i>Responsible to inform the appropriate management services staff member of any potential breach of this policy.</i>
<i>Human Resources/Administrative Services Director:</i>	<i>Responsible for coordinating the resolution of any concerns of nepotism/fraternization.</i>
<i>City Manager:</i>	<i>Responsible for implementing the policy and adjudication of instances of potential breach of this policy.</i>

CITY OF LA PUENTE EMPLOYEE
ACKNOWLEDGMENT OF NEPOTISM AND
FRATERNIZATION POLICY

I hereby acknowledge receiving and reading a copy of the Nepotism and Fraternization Policy.

Violations of this policy will be dealt with in the same manner as violations of other City policies and may result in disciplinary review. In such a review, a full range of disciplinary recourse is available, including dismissal from employment and legal action.

I understand that violation of this Council Policy may result in disciplinary action, up to and including dismissal.

Name: _____
(Printed or typed)

Signature: _____

Date: _____



City of La Puente

AGENDA REPORT

To: Mayor and City Council

For meeting of: March 26, 2019

From: Bob Lindsey, City Manager

By: John Di Mario, Development Services Director

SUBJECT: CONSIDERATION OF SELECTION OF “HERITAGE” STYLE CITY STREET NAME SIGNS

BACKGROUND

Pursuant to direction given by the City Council at the November 30, 2018, meeting, Staff developed sign color options for City street name signs as part of the Citywide Street Name Sign Replacement Project. At the January 22, 2019, City Council meeting, Staff presented color options and the City Council selected brown for the color of the City street name signs.

At the meeting of March 12th the City Council was presented with additional sign options which included several “heritage” style signs reflective of the City’s history. The heritage style signs incorporate a differently shaped sign with a rise or hump placed above the standard shaped sign that the City Council has previously reviewed. The City Council gave further direction by selecting the heritage style sign that places the City’s logo at the top while also keeping the City logo on the left side of the standard size sign for the other street name that would share the same pole or post.

DISCUSSION

Working with a sign manufacturer, Staff has put 11 signs into production that are anticipated to be completed just prior to the City Council meeting and will be installed at intersections bordering City Hall. In addition, the sign posts will be painted presenting options for brown (two options), green, and tan for the City Council to also identify their pole color preference.

FISCAL IMPACT

The anticipated cost to fabricate approximately 900 City street names signs in the standard rectangular shape is approximately \$80,000. To include the heritage style sign throughout the City (approximately 450 signs) the anticipated total cost for all 900 signs would be approximately \$95,000.

RECOMMENDATION

It is recommended that the City Council provide direction to Staff regarding the preferred sign style and pole color to proceed with for this project.

RESOLUTION NO. 19-5476

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF LA PUENTE ALLOWING CERTAIN CLAIMS AND
DEMANDS IN THE AMOUNT OF \$703,074.77 (WARRANT
REGISTER 1467)**

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 Grunklee
Acting Director of Administrative Services

SECTION 2: That the following claims and demands numbered 1035 through 1120 and Drafts numbered 00540 through 00546 and ACH number 119 through 120 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 26th day of March, 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 03/04/2019 - 03/15/2019

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
119	3/8/2019 561055971 5620020738	SIEIND 01/19 TS MTCE SVC 01/19 EMERG CALL OUTS	SIEMENS INDUSTRY INC.	200-3120-53819 200-3120-53819	3,223.54 1,511.00 1,712.54
120	3/8/2019 61011	TANKO LIGHT CONVERSION PROJ PYMT#5	TANKO LIGHTING	285-5522-59300	11,526.22 11,526.22
1035	3/8/2019 INV0003371	MENDABE REFUND-DUPLICATE PYMT PC #LP010002448	ABEL MENDEZ	100-43110	48.00 48.00
1036	3/8/2019 9085564575	AIRGAS METAL TOE PROTECTOR-MTCE DEPT	AIRGAS USA LLC	100-3330-53012	63.51 63.51
1037	3/8/2019 IP74-Y3M1-7MMM	AMABUS COUNCIL PIC FRAMES	AMAZON CAPITAL SERVICES INC	100-1100-53011	64.24 64.24
1038	3/8/2019 000012621613 000012621613	ATT 01/13-02/12 PHONE-CC FAX LINES 01/13-02/12 PHONE-YLAC FAX LINES	AT&T	100-4100-53715 100-4110-53715	39.32 19.66 19.66
1039	3/8/2019 45447	CALWST LP PARK FIELD LIGHTS	CALWEST LIGHTING SERVICES, INC.	285-3330-53822	350.00 350.00
1040	3/8/2019 RFV6110 RFV6110	CDW WINDOWS 10 SOFTWARE MONITORS (2)	CDW GOVERNMENT INC	550-6100-53017 550-6100-53018	564.04 267.36 296.68
1041	3/8/2019 69390482	CELLBS 03/11-04/10 FACILITY COPIER LEASE	CELL BUSINESS SYSTEMS	100-1150-53911	1,289.71 1,289.71
1042	3/8/2019 55430477	CHEVRN 01/19 FUEL-GRAFFITI TRUCK	CHEVRON/TEXACO	555-3150-53014	29.07 29.07
1043	3/8/2019 5013056884	CINTA 02/19 MTCE DEP-REPLENISH AED	CINTAS CORPORATION #693	100-1150-53011	16.24 16.24
1044	3/8/2019 ARINV007917	DEKRA MILITARY BANNER-GOYEN	DEKRA-LITE	100-48140	126.39 126.39
1045	3/8/2019 E 1618247 SB	DEPTIND CH ELEVATOR INSPECTION	DEPT OF INDUSTRIAL RELATIONS	100-1150-53811	225.00 225.00
1046	3/8/2019 11909	DISPEN ASPHALT COLD PATCH	DISPENSING TECHNOLOGY	200-3120-53817	1,123.42 1,123.42
1047	3/8/2019 003-8459	E&LLND LANDSCAPE EQUIP-36" USED PUSH MOWER	E & L LANDSCAPE SERVICES	100-3330-53012	300.00 300.00
1048	3/8/2019 INV0003357 INV0003358 INV0003359 INV0003360 INV0003363	EDISON 01/22-02/21 ELEC-13798 TEMPLE 01/07-02/06 ELEC-CITY HALL 01/17-02/19 ELEC-14746 TMEPLE 01/17-02/19 ELEC-16159 TEMPLE 01/28-02/27 ELEC-14416 AMAR	EDISON CO	200-3120-53713 100-1150-53712 200-3120-53713 200-3120-53713 200-3120-53713	463.90 74.37 282.75 40.73 27.70 38.35
1049	3/8/2019 INV0003361	FLOESP 01-02/19 PYMT-BALLET	ESPERANZA FLORES	100-4100-53111	1,481.76 1,481.76

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Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
1050	3/8/2019 INV0003356	VERIC 02/16-03/15 PHONE-CH MAIN NO	FRONTIER COMMUNICATIONS	100-1150-53715	51.76 51.76
1051	3/8/2019 10470300	GARDA 03/19 ARMORED TRANS SVC	GARDAWORLD	100-1130-53111	278.11 278.11
1052	3/8/2019 269376 269641 269881	GORM LP PARK JANITORIAL SUPPLIES TRASH LINERS CC-YLAC JANITORIAL SUPPLIES	GORM INC	100-3330-53012 100-3330-53012 285-3330-53813	1,639.23 980.77 142.57 515.89
1053	3/8/2019 INV0003354	GUEJC 02/19 PYMT-JUDO CLASS	GUERREROS ATHLETIC FOUNDATION	100-4100-53111	431.20 431.20
1054	3/8/2019 11836	HACLWN MTCE PRESSURE WASHER	HACIENDA LAWNMOWER SHOP	100-3330-53012	96.78 96.78
1055	3/8/2019 531341	HACOUT MTCE DEPT-UNIFORMS	HACIENDA OUTLET	100-3330-53015	130.25 130.25
1056	3/8/2019 173022 7022012 INV0003377	HMEDEP SPRAY BOTTLES/LIGHT BULBS CH CLEANING SUPPLIES SUPPLIES-MTCE	HOME DEPOT CRC	100-3330-53012 100-1150-53011 100-3330-53012	230.78 37.90 185.85 7.03
1057	3/8/2019 INV0003370	MADJOH BOOT REIM-MADRID	JOHN MADRID	100-3330-53015	43.53 43.53
1058	3/8/2019 RE-PW-19021103583 RE-PW-19021103910	LACRD 01/19 IW LA PUENE 01/19 TS MAINT DDG	LA CO DEPT PUBLIC WORKS	100-3110-53121 200-3120-53819	6,234.40 1,601.66 4,632.74
1059	3/8/2019 192207CY 192207CY	LACSHF 12/18 LAW ENF SVC 12/18 LIABILITY	LA CO SHERIFF'S DEPT	100-2100-53110 100-2100-53186	544,217.39 496,706.89 47,510.50
1060	3/8/2019 INV0003364 INV0003365 INV0003366 INV0003367 INV0003368 INV0003369 INV0003376 INV0003376	LPVCWD 12/17-02/15 WTR-VALLEY-CENTRAL 12/17-02/18 WTR-GLENDORA-APRK 12/17-02/18 WTR-NELSON 12/17-02/15 WTR-OLD VALLEY 12/17-02/18 WTR-ABBAY-CENTRAL 12/17-02/15 WTR-MAIN & LEVERETTE 12/17-02/15 WTR-COMM CTR 12/17-02/15 WTR-YLAC	LA PUENTE VALLEY CO WATER	200-3120-53714 200-3120-53714 200-3120-53714 200-3120-53714 200-3120-53714 200-3120-53714 100-4100-53714 100-4110-53714	1,356.36 169.91 220.29 57.57 156.17 156.17 39.64 278.31 278.30
1061	3/8/2019 8381 8381 8381	LANWEST 02/19 CH LANDSCAPE SVC 02/19 SR CENTER LANDSCAPE SVC 02/19 MEDIANS LANDSCAPE SVC	LANDSCAPE WEST MANAGEMENT SERVICES INC	100-1150-53814 100-4130-53814 200-3120-53814	4,746.26 1,248.42 101.09 3,396.75
1062	3/8/2019 INV0003353	ODELIN 02/19 PYMT-KNITTING CLASS	LINDA ODEGAARD	100-4100-53111	315.84 315.84
1063	3/8/2019 24471 33371 33952	LOCKSP KEYS/MASTER PAD LOCK CH FRONT DOOR REPAIR KEYS-JANITORIAL SVCS	LOCKS PLUS, INC	100-3330-53012 100-1150-53813 100-1150-53012	474.50 26.72 200.00 247.78
1064	3/8/2019 INV0003373	MTRUELE REFUND-OVERPAYMENT BL#19832	M TRUDEAU ELECTRIC INC	100-48900	93.00 93.00
1065	3/8/2019 INV0003352	MARTMA MUSIC SVC-ST PATRICKS DAY DANCE	MARTY MARTINEZ	100-4130-53979	450.00 450.00

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Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
1066	3/8/2019 3607-475930	OREILLY MTCE TRUCK-TAIL LIGHT BULBS	O'REILLY AUTO PARTS	555-3150-53812	121.07 121.07
1067	3/8/2019 INV0003355	GOMPED 02/19 PYMT-TAEKWANDO CLASS	PEDRO GOMEZ JR	100-4100-53111	220.08 220.08
1068	3/8/2019 INV0003374 INV0003374 INV0003374 INV0003374 INV0003374 INV0003374 INV0003374 INV0003374 INV0003374 INV0003374	LAPUPC EMPLOYMENT LIVESCAN-MADRID COUNCIL MTG SUPPLIES-GARCIA COUNCIL MTG SUPPLIES-DUNLAP COUNCIL MTG SUPPLIES-DUNLAP SANDING DISK-CARRILLO HOMELESS MTG SUPPLIES-RUBIO MILEAGE/PARKING REIM-DIMARIO HOMELESS MTG CONF/PARKING-RUBIO PAINT SPRAY TIP-CARRILLO IT SUPPLIES	PETTY CASH	100-1135-53406 100-1150-53011 100-1150-53011 100-1150-53011 100-3100-53012 100-3320-53011 100-3320-53972 100-3320-53972 100-3330-53012 550-6100-53018	257.80 23.00 15.48 32.46 6.81 22.94 16.95 26.72 36.81 48.18 28.45
1069	3/8/2019 INV-413472	REGINV BACKGROUND INVESTIGATION	REGENCY INVESTIGATIONS	100-1135-53406	637.50 637.50
1070	3/8/2019 2562774 2562774 2562856	RESOUR RUBBER BOOTS SAND FOR SANDBAGS SAND FOR SANDBAGS	RESOURCE BUILDING MATERIALS	100-3330-53012 100-3330-53012 100-3330-53012	199.21 21.89 88.66 88.66
1071	3/8/2019 0011238537	SGVT AD-PH STAR THEATER MTG	SAN GABRIEL VLY NEWSPAPER	600-20262	550.00 550.00
1072	3/8/2019 INV0003375	PCSMET REFUND-BANNER PERMIT	SEAN LEE	100-42130	55.73 55.73
1073	3/8/2019 INV0003372	SOCABU REFUND-OVERPAYMENT BL#19904	SO CAL BUILDING SERVICES INC	100-48900	95.50 95.50
1074	3/8/2019 119828 119832	STANLE 02/19 LP SNACK BAR PEST CONTROL 02/19 ABBEY ST PEST CONTROL	STANLEY PEST CONTROL, INC.	285-3330-53822 200-3120-53814	165.00 80.00 85.00
1075	3/8/2019 W20240	STOTZE LAWNMOWER MTCE	STOTZ EQUIPMENT	555-3150-53812	1,200.27 1,200.27
1076	3/8/2019 180021575750 180021575774 180031391765 180080730100 181002225064 181002225067 181002225109 18100225112	SOSUBW 01/19-02/19 WTR-ELLIOTT 01/19-02/19 WTR-AMAR/AILERON 01/19-02/19 WTR-AMAR/HACIENDA 01/23-02/21 WTR-16159 TEMPLE 01/19-02/19 WTR-HACIENDA/TEMPLE 01/19-02/19 WTR-HACIENDA/NELSON 01/19-02/19 WTR-14746 TEMPLE 01/19-02/19 WTR-15250 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	729.38 106.31 106.31 84.03 197.44 106.31 33.22 62.54 33.22
1077	3/8/2019 PI0925242	TARGET HERBICIDES AND SUPPLIES	TARGET SUPPLIES	285-3330-53822	406.13 406.13
1078	3/8/2019 383220527 383220624	TERMI 02/08 CH PEST CONTROL 02/08 CH PEST CONTROL	TERMINIX PROCESSING CENTER	100-1150-53813 100-1150-53813	153.00 80.00 73.00
1079	3/8/2019 0029063022119	TIMEWA 03/19 CH CABLE/INTERNET SVC	TIME WARNER CABLE	100-1150-53715	649.54 649.54

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1080	3/8/2019 INV0003362	TMOBILE 01/19 CE-WIRELESS SVC	T-MOBILE	100-2110-53715	314.83 314.83
1081	3/8/2019 21601	TOPNOT 03/19 IT SVC	TOP NOTCH NETWORKING, LLC	550-6100-53111	4,000.00 4,000.00
1082	3/8/2019 3476346-CA	USHEA 02/18 PRE EXAM-BUCKWELL	U S HEALTHWORKS MEDICAL	100-1135-53406	106.50 106.50
1083	3/8/2019 325 326 335	UNISUP IRRIGATION SUPPLIES SAFETY GEAR-HARD HAT ASPHALT RAKE	UNISON SUPPLY	285-3330-53822 100-3330-53012 100-3330-53012	800.98 608.29 54.74 137.95
1084	3/8/2019 9824423911 9824423911 9824423911	VERIZO 01/19-02/18 WIRELESS SVC 01/19-02/18 WIRELESS SVC 01/19-02/18 WIRELESS SVC	VERIZON WIRELESS	100-1150-53715 100-2100-53715 100-2110-53715	507.82 39.09 414.89 53.84
1085	3/8/2019 0003521110	VINCEN 01/19 CNG FUEL MTCE	VINCENT'S GENERAL SERVICES	555-3150-53014	356.55 356.55
1086	3/8/2019 2019-688758-00	VISTA GRAFFITI REMOVAL SUPPLIES	VISTA PAINT	200-3120-53016	456.53 456.53
1087	3/8/2019 72103303 72103303 72116439 72116439	CALMAT ENVIRONMENTAL FEE ASPHALT-ST REPAIRS ENVIRONMENTAL FEE ASPHALT-ST REPAIRS	Vulcan Materials Company	200-3120-53817 200-3120-53817 200-3120-53817 200-3120-53817	253.96 5.48 83.13 5.48 159.87
1088	3/8/2019 004115	WALMRT OFFICE SUPPLIES	WALMART COMMUNITY INC	100-4100-53012	180.60 180.60
1089	3/8/2019 144954	WESCO 01/16-31 PARKWAY TREE MTCE`	WEST COAST ARBORISTS INC	200-3120-53815	5,036.20 5,036.20
1090	3/8/2019 003-28580	WILENG 12/18 NPDES SRVC	WILLDAN ENGINEERING	100-3100-53111	1,176.25 1,176.25
1091	3/15/2019 INV0003385	STADIS PR WITHOLDING ORDER	CALIFORNIA STATE DISBURSEMENT UNIT	100-20399	325.00 325.00
1092	3/15/2019 INV0003340 INV0003340 INV0003396 INV0003396	SEIU COPE FUND CONTRIBUTION COPE FUND CONTRIBUTION COPE FUND CONTRIBUTION COPE FUND CONTRIBUTION	COPE FUND	100-20380 260-20380 100-20380 260-20380	10.00 3.27 1.73 3.35 1.65
1093	3/15/2019 INV0003384	LACSDLEVY CHILD SUPPORT	LOS ANGELES COUNTY SHERIFF'S DEPARTMENT	100-20399	87.38 87.38
1094	3/15/2019 INV0003389 INV0003389 INV0003389 INV0003389 INV0003389	NATRS Employee Contribution Employee Contribution Employee Contribution Employee Contribution Employee Contribution	NATIONWIDE RETIREMENT	100-20340 200-20340 210-20340 260-20340 285-20340	100.00 88.47 2.10 2.10 1.04 6.29
1095	3/15/2019 INV0003339 INV0003339 INV0003339 INV0003339	SEIU EMPLOYEE DUES EMPLOYEE DUES EMPLOYEE DUES EMPLOYEE DUES	SEIU - LOCAL 721	100-20380 200-20380 203-20380 205-20380	656.28 243.86 17.73 3.48 3.48

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	INV0003339	EMPLOYEE DUES		210-20380	20.39
	INV0003339	EMPLOYEE DUES		215-20380	3.48
	INV0003339	EMPLOYEE DUES		260-20380	12.32
	INV0003339	EMPLOYEE DUES		285-20380	23.40
	INV0003395	EMPLOYEE DUES		100-20380	252.65
	INV0003395	EMPLOYEE DUES		200-20380	18.10
	INV0003395	EMPLOYEE DUES		210-20380	21.67
	INV0003395	EMPLOYEE DUES		260-20380	10.74
	INV0003395	EMPLOYEE DUES		285-20380	24.98
1096	3/15/2019	FTB	STATE OF CALIFORNIA FRANCHISE TAX BOARD		200.00
	INV0003386	PR WITHHOLDING ORDER		100-20399	200.00
1097	3/15/2019	USBANK	U.S BANK PARS ACCT# 6746022400		2,248.73
	INV0003393	PARS RETIREMENT		100-20340	1,709.32
	INV0003393	PARS RETIREMENT		200-20340	12.83
	INV0003393	PARS RETIREMENT		260-20340	526.58
1098	3/15/2019	ICMARC	VANTAGEPOINT TRANSFER AGENTS-457		1,796.10
	INV0003387	EMPLOYEE LOAN REPYMT		100-20399	140.28
	INV0003387	EMPLOYEE LOAN REPYMT		200-20399	5.68
	INV0003387	EMPLOYEE LOAN REPYMT		210-20399	24.62
	INV0003387	EMPLOYEE LOAN REPYMT		260-20399	15.52
	INV0003388	EMPLOYEE CONTRIBUTIONS		100-20399	1,284.45
	INV0003388	EMPLOYEE CONTRIBUTIONS		200-20399	74.58
	INV0003388	EMPLOYEE CONTRIBUTIONS		210-20399	44.20
	INV0003388	EMPLOYEE CONTRIBUTIONS		260-20399	67.53
	INV0003388	EMPLOYEE CONTRIBUTIONS		285-20399	139.24
1099	3/15/2019	AREAD	AREA D - CIVIL DEFENSE/DISASTER MANAGEMENT		2,022.75
	3/042019	FY 18/19 MEMBERSHIP-AREA D		100-2120-53971	2,022.75
1100	3/15/2019	ATT	AT&T		700.73
	000012675795	01/28-02/27 PHONE-CC FIRE ALARM BK		100-4100-53715	19.07
	000012675796	01/28-02/27 PHONE-PRIMARY RATE		100-1150-53715	186.63
	000012675797	01/28-02/27 PHONE-SR CENTER 911 LN		100-4130-53715	57.27
	000012675798	01/28-02/27 PHONE-MTCE YARD ALARM		285-3330-53715	19.07
	000012675799	01/28-02/27 PHONE-CH FAX LN		100-1150-53715	97.47
	000012675800	01/28-02/27 PHONE-CITY HALL		100-1150-53715	283.08
	000012715347	02/06-03/05 PHONE-CH 911 LN		100-1150-53715	19.07
	000012715348	02/06-03/05 PHONE-MTCE YARD 911 LN		285-3330-53715	19.07
1101	3/15/2019	BAKER	BAKER COMMODITIES INC		125.00
	30499043	02/19 YLAC-GREASE RECYCLE		285-3330-53813	125.00
1102	3/15/2019	CHAMBERS	CHAMBERS GROUP		3,636.75
	33142	01/19 STAR THEATER EIR		600-20278	3,636.75
1103	3/15/2019	CINTA	CINTAS CORPORATION #693		307.35
	693195026	03/19 SR MAT RENTAL		100-4130-53012	198.94
	9045193830	03/19 SR CTR AEL LEASE		100-1150-53011	108.41
1104	3/15/2019	DAROLI	DAPEER, ROSENBLIT & LITVAK, LLP		528.70
	15385	12/18 LEGAL SVC-CODE ENF		100-2110-53114	122.50
	15489	01/19 LEGAL SVC-CODE ENF		100-2110-53114	406.20
1105	3/15/2019	DEPTJ	DEPT OF JUSTICE-BUREAU		32.00
	361432	02/19 FINGERPRINT SVC		100-1135-53406	32.00
1106	3/15/2019	DSRM	DSRM CABLE CONSTRUCTION INC		8,246.89
	18527	EMERGENCY SINK HOLE REPAIR - UNRUH/FLYNN		200-3120-53817	8,246.89

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Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
1107	3/15/2019 C80783	BUTTS VEH MTCE-CROWN VIC	ED BUTTS FORD	555-3150-53812	890.65 890.65
1108	3/15/2019 011760184	GALLS CODE ENF-UNIFORMS	GALLS	100-2110-53015	736.19 736.19
1109	3/15/2019 269880	GORM CH JANITORIAL SUPPLIES	GORM INC	100-1150-53011	732.56 732.56
1110	3/15/2019 0286254 0287127	INDTI TIRE REPAIR (1) TIRE (1)	INDUSTRY TIRE SERVICE	555-3150-53812 555-3150-53812	139.48 18.00 121.48
1111	3/15/2019 692780 693922 694275	JIFFYL VEH MTCE-PRIUS VEH MTCE-CROWN VIC VEH MTCE-CROWN VIC	JIFFY LUBE #1518	555-3150-53812 555-3150-53812 555-3150-53812	538.84 88.99 52.77 397.08
1112	3/15/2019 INV0003379 INV0003379 INV0003380 INV0003380	LACANL 12/18 ANIMAL HOUSING 12/18 ANIMAL LICENSE FEE 01/19 ANIMAL HOUSING 01/19 ANIMAL LICENSE FEE	LA CO ANIMAL CARE AND CONTROL	100-2130-53112 100-42140 100-2130-53112 100-42140	13,860.59 14,403.36 -6,185.00 14,877.73 -9,235.50
1113	3/15/2019 192667CY 192669CY	LACSHF 07/06-30 IDT - SMART GROWTH 10/01-18 IDT - SMART GROWTH	LA CO SHERIFF'S DEPT	100-2100-53110 100-2100-53110	25,942.48 15,175.40 10,767.08
1114	3/15/2019 INV0003381	LATME RENEWAL SC DAILY NEWSPAPER	LOS ANGELES TIMES	100-4130-53961	210.53 210.53
1115	3/15/2019 N7608834	MAILFI 01/01-03/31 POSTAGE MACHINE RENTAL	MAILFINANCE	100-1150-53911	434.29 434.29
1116	3/15/2019 176034	PFPETTI MINUTE BOOK PAPER	P.F. PETTIBONE & CO.	100-1120-53405	365.85 365.85
1117	3/15/2019 180021583863	SOSUBW 02/07-03/06 WTR-HACIENDA/MAPLEGROVE	SUBURBAN WATER SYSTEMS	200-3120-53714	106.31 106.31
1118	3/15/2019 0029105030619	TIMEWA 02/15-04/14 SC CABLE SVC	TIME WARNER CABLE	100-4130-53715	146.97 146.97
1119	3/15/2019 025-251544	INCODE SIGNATURE MTCE	TYLER TECHNOLOGIES, INC.	550-6100-53017	138.00 138.00
1120	3/15/2019 INV0003400 INV0003400 INV0003400 INV0003400 INV0003400 INV0003400 INV0003400 INV0003400 INV0003400 INV0003400 INV0003400	CALCARD CLOSED SESSION MTG - FOOD FLOWERS FOR FUNERAL SERVICE GFOA CONFERENCE 2019 CEQA WORKSHOP HOLIDAY PARADE LIGHTS AND GENERATORS XEROX COLOR PAPER YOUTH IN GOVERNMENT DAY - LUNCH YOUTH IN GOVERNMENT DAY LUNCH YOUTH IN GOVERNMENT DAY EVENT PDF SOFTWARE LICENSE 3 YEAR DOMAIN RENEWAL	US Bank CalCard	100-1100-53976 100-1110-53976 100-1130-53972 100-3330-53972 100-4100-53012 100-4100-53012 100-4140-53993 100-4140-53993 100-4140-53993 550-6100-53017 550-6100-53017	3,880.40 129.13 103.74 420.00 225.00 2,109.35 155.45 342.51 6.99 15.33 206.95 165.95
DFT0000540	3/15/2019 INV0003390 INV0003390 INV0003390 INV0003390	PERSYS-RETIRE EMPLOYER CONTRIBUTION EMPLOYER CONTRIBUTION EMPLOYER CONTRIBUTION EMPLOYER CONTRIBUTION	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM	100-20360 200-20360 210-20360 260-20360	9,009.57 7,300.18 363.77 299.86 363.95

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Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
	INV0003390	EMPLOYER CONTRIBUTION		285-20360	681.81
DFT0000541	3/15/2019	PERSYS-RETIRE	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM		5,409.81
	INV0003391	PERS- NEW EMPLY CONTRB		100-20399	4,310.68
	INV0003391	PERS- NEW EMPLY CONTRB		200-20399	233.76
	INV0003391	PERS- NEW EMPLY CONTRB		210-20399	184.21
	INV0003391	PERS- NEW EMPLY CONTRB		260-20399	242.26
	INV0003391	PERS- NEW EMPLY CONTRB		285-20399	438.90
DFT0000542	3/15/2019	PERSYS-RETIRE	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM		1,164.57
	INV0003392	EMPLOYEE PORTION		100-20360	1,015.18
	INV0003392	EMPLOYEE PORTION		200-20360	33.51
	INV0003392	EMPLOYEE PORTION		210-20360	25.76
	INV0003392	EMPLOYEE PORTION		260-20360	20.36
	INV0003392	EMPLOYEE PORTION		285-20360	69.76
DFT0000543	3/15/2019	PERSYS-RETIRE	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM		29.00
	INV0003394	SURVIVORS LIFE INSURANCE		100-20350	24.18
	INV0003394	SURVIVORS LIFE INSURANCE		200-20350	1.01
	INV0003394	SURVIVORS LIFE INSURANCE		210-20350	1.00
	INV0003394	SURVIVORS LIFE INSURANCE		260-20350	1.06
	INV0003394	SURVIVORS LIFE INSURANCE		285-20350	1.75
DFT0000544	3/15/2019	EMPLOY	EMPLOYMENT DEVELOPMENT DEPT		3,832.83
	INV0003397	STATE INCOME TAX		100-20310	3,108.76
	INV0003397	STATE INCOME TAX		200-20310	157.91
	INV0003397	STATE INCOME TAX		210-20310	81.94
	INV0003397	STATE INCOME TAX		260-20310	166.31
	INV0003397	STATE INCOME TAX		285-20310	317.91
DFT0000545	3/15/2019	IRSPR	IRS PAYROLL TAX DEPOSIT		10,694.87
	INV0003398	FEDERAL WITHHOLDING		100-20300	8,627.87
	INV0003398	FEDERAL WITHHOLDING		200-20300	411.32
	INV0003398	FEDERAL WITHHOLDING		210-20300	228.99
	INV0003398	FEDERAL WITHHOLDING		260-20300	693.96
	INV0003398	FEDERAL WITHHOLDING		285-20300	732.73
DFT0000546	3/15/2019	IRSPR	IRS PAYROLL TAX DEPOSIT		3,433.14
	INV0003399	MEDICARE TAX		100-20300	2,732.36
	INV0003399	MEDICARE TAX		200-20300	112.38
	INV0003399	MEDICARE TAX		210-20300	79.40
	INV0003399	MEDICARE TAX		260-20300	305.24
	INV0003399	MEDICARE TAX		285-20300	203.76
Grand Total:					703,074.77

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL FUND	641,047.37
200 - GAS TAX FUND	29,716.30
203 - MEASURE M FUND	3.48
205 - MEASURE R FUND	3.48
210 - PROP A FUND	1,014.14
215 - PROP C FUND	3.48
260 - CDBG PROGRAM FUND	2,430.25
285 - LIGHTING & LANDSCAPE MAINTENANCE	16,290.20
550 - EQUIPMENT REPLACEMENT FUND	5,103.39
555 - VEHICLE MAINTENANCE & REPLACEMENT FUND	3,275.93
600 - SPECIAL DEPOSIT FUND	4,186.75
Grand Total:	703,074.77

Account Summary

Account Number	Account Name	Payment Amount
100-1100-53011	Operating Supplies	64.24
100-1100-53976	Special Departmental	129.13
100-1110-53976	Special Departmental	103.74
100-1120-53405	Records Management	365.85
100-1130-53111	Contract Services - Private	278.11
100-1130-53972	Conferences & Meetings	420.00
100-1135-53406	Recruitment Expenses	799.00
100-1150-53011	Operating Supplies	1,097.81
100-1150-53012	Small Tools & Equipment	247.78
100-1150-53712	Utility - Electricity	282.75
100-1150-53715	Utility - Communications	1,326.64
100-1150-53811	Equipment Maintenance	225.00
100-1150-53813	Facility Maintenance	353.00
100-1150-53814	Landscape Maintenance	1,248.42
100-1150-53911	Equipment Lease/Rental	1,724.00
100-20300	FIT Payable	11,360.23
100-20310	SIT Payable	3,108.76
100-20340	PARS	1,797.79
100-20350	Group Insurance	24.18
100-20360	PERS	8,315.36
100-20380	Union Dues	503.13
100-20399	Other Payroll Deductions	6,347.79
100-2100-53110	Contract Services - LA Sher..	522,649.37
100-2100-53186	Liability Trust Fund	47,510.50
100-2100-53715	Utility - Communications	414.89
100-2110-53015	Uniform/Boot Reimburse...	736.19
100-2110-53114	Legal Services	528.70
100-2110-53715	Utility - Communications	368.67
100-2120-53971	Dues & Memberships	2,022.75
100-2130-53112	Contract Services - Public	29,281.09
100-3100-53012	Small Tools & Equipment	22.94
100-3100-53111	Contract Services - Private	1,176.25
100-3110-53121	Industrial Waste Inspecti...	1,601.66
100-3320-53011	Operating Supplies	16.95
100-3320-53972	Conferences & Meetings	63.53
100-3330-53012	Small Tools & Equipment	2,095.36
100-3330-53015	Uniform/Boot Reimburse...	173.78
100-3330-53972	Conferences & Meetings	225.00
100-4100-53012	Small Tools & Equipment	2,445.40
100-4100-53111	Contract Services - Private	2,448.88
100-4100-53714	Utility - Water	278.31
100-4100-53715	Utility - Communications	38.73

Account Summary

Account Number	Account Name	Payment Amount
100-4110-53714	Utility - Water	278.30
100-4110-53715	Utility - Communications	19.66
100-4130-53012	Small Tools & Equipment	198.94
100-4130-53715	Utility - Communications	204.24
100-4130-53814	Landscape Maintenance	101.09
100-4130-53961	Subscriptions & Publicati...	210.53
100-4130-53979	Special Events	450.00
100-4140-53993	Youth Activities Program	364.83
100-42130	Special Permits	55.73
100-42140	Animal License Fees	-15,420.50
100-43110	Parking Citations	48.00
100-48140	Military Banner Donation	126.39
100-48900	Miscellaneous	188.50
200-20300	FIT Payable	523.70
200-20310	SIT Payable	157.91
200-20340	PARS	14.93
200-20350	Group Insurance	1.01
200-20360	PERS	397.28
200-20380	Union Dues	35.83
200-20399	Other Payroll Deductions	314.02
200-3120-53016	Graffiti Removal Supplies	456.53
200-3120-53713	Utility - Hwy Lights	181.15
200-3120-53714	Utility - Water	1,635.44
200-3120-53814	Landscape Maintenance	3,481.75
200-3120-53815	Parkway Tree Maintenanc...	5,036.20
200-3120-53817	Street/Sidewalk Mainten...	9,624.27
200-3120-53819	Signal Maintenance	7,856.28
203-20380	Union Dues	3.48
205-20380	Union Dues	3.48
210-20300	FIT Payable	308.39
210-20310	SIT Payable	81.94
210-20340	PARS	2.10
210-20350	Group Insurance	1.00
210-20360	PERS	325.62
210-20380	Union Dues	42.06
210-20399	Other Payroll Deductions	253.03
215-20380	Union Dues	3.48
260-20300	FIT Payable	999.20
260-20310	SIT Payable	166.31
260-20340	PARS	527.62
260-20350	Group Insurance	1.06
260-20360	PERS	384.31
260-20380	Union Dues	26.44
260-20399	Other Payroll Deductions	325.31
285-20300	FIT Payable	936.49
285-20310	SIT Payable	317.91
285-20340	PARS	6.29
285-20350	Group Insurance	1.75
285-20360	PERS	751.57
285-20380	Union Dues	48.38
285-20399	Other Payroll Deductions	578.14
285-3330-53715	Utility - Communications	38.14
285-3330-53813	Facility Maintenance	640.89
285-3330-53822	Park Maintenance & Repa...	1,444.42
285-5522-59300	Construction Costs	11,526.22
550-6100-53017	Software & Licensing	778.26
550-6100-53018	Computer Hardware & Su...	325.13
550-6100-53111	Contract Services - Private	4,000.00

Account Summary

Account Number	Account Name	Payment Amount
555-3150-53014	Fuel	385.62
555-3150-53812	Vehicle Maintenance	2,890.31
600-20262	Deposit - Star Theater - Tr...	550.00
600-20278	Deposit - Star Theater - EIR	3,636.75
	Grand Total:	703,074.77

Project Account Summary

Project Account Key	Payment Amount
None	702,624.77
50919E	450.00
	Grand Total:
	703,074.77



City of La Puente AGENDA REPORT

To: Mayor and City Council For meeting of: March 26, 2019

Via: Bob Lindsey, City Manager

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

SUBJECT: PRESENTATION OF FEBRUARY 2019 REQUISITION SUMMARY REPORT

BACKGROUND

On April 24, 2018, the City Council adopted several ordinances and accompanying resolutions amending the City's purchasing procedures to streamline and make the procurement process more efficient. One of the amendments to the purchasing procedures was a provision setting a \$5,000 spending limit for Department Heads and a separate provision increasing the City Manager's spending limit to \$20,000 for professional services, supplies and equipment. In order to document purchases approved by the City Manager and/or Department Heads the City Council directed that a monthly report be prepared and filed with the City Council. This action is to receive and file the requisition summary report for February 2019.

DISCUSSION

City staff initiated 7 requisitions during the month totaling \$86,371.19. See Attachment "A" to this report.

RECOMMENDATION

It is recommended that the City Council receive and file this report.

ATTACHMENTS

Attachment "A": Requisition Summary Report for February 2019

City of La Puente
Requisition Summary Report
For the period of 02/01/19 to 02/28/19

Requisition Number	Date Requested	Date Approved	Status	Department
REQ000262	2/4/2019	2/4/2019	Approved	Recreation Services

Vendor: ESPERANZA FLORES
Description: INSTRUCTOR PAYMENT - BALLET FOLKLORICO

Total Obligation \$ 2,808.11
Total Paid \$ 2,885.81

Submitted By: Adriana Dominguez
Approved By: Community Services Director
Funding Source: General Fund (100)

Requisition Number	Date Requested	Date Approved	Status	Department
REQ000265	2/12/2019	2/12/2019	Approved	Development Services

Vendor: WILLDAN ENGINEERING
Description: NPDES/COMPLIANCE PLAN STATEWIDE TRASH PROVISIONS

Total Obligation \$ 13,020.00
Total Paid \$ -

Submitted By: Norma Ramirez
Approved By: City Manager
Funding Source: General Fund (100)

Requisition Number	Date Requested	Date Approved	Status	Department
REQ000268	2/13/2019	2/13/2019	Approved	Vehicle Replacement

Vendor: PUENTE HILLS FORD
Description: PURCHASE OF TWO (2) FORD F150 XLT TRUCKS

Total Obligation \$ 58,293.30
Total Paid \$ -

Submitted By: Troy Butzlaff
Approved By: City Council
Funding Source: Vehicle Replacement Fund (555)

Requisition Number	Date Requested	Date Approved	Status	Department
REQ000271	2/19/2019	2/19/2019	Approved	Recreation Services

Vendor: CINDALL GREEN
Description: INSTRUCTOR PAYMENT FOR WINTER SESSION DANCE CLASSES

Total Obligation \$ 3,000.00
Total Paid \$ 1,417.64

Submitted By: Adriana Dominguez
Approved By: Community Services Director
Funding Source: General Fund (100)

Requisition Number	Date Requested	Date Approved	Status	Department
REQ000273	2/19/2019	2/19/2019	Approved	Recreation Services

Vendor: ABC PUBLICATION RELATIONS
Description: SPRING SPOTLIGHT 2019

Total Obligation	\$	6,635.00
Total Paid	\$	6,635.00

Submitted By: Adriana Dominguez
Approved By: City Manager
Funding Source: General Fund (100) & Prop A Fund (210)

Requisition Number	Date Requested	Date Approved	Status	Department
REQ000275	2/21/2019	2/25/2019	Approved	Development Services

Vendor: DAKOTA BACKFLOW CO
Description: BACKFLOW REPAIR AT RIGHT LOCATIONS THROUGHOUT CITY
116 FIRST ST, 15841 MAIN ST, & 120 S SECOND ST
Total Obligation \$ 1,599.00
Total Paid \$ 1,599.00

Submitted By: Norma Ramirez
Approved By: Development Services Director
Funding Source: Gas Tax Fund (200) & LLMD Fund (285)

Requisition Number	Date Requested	Date Approved	Status	Department
REQ000279	2/28/2019	2/28/2019	Approved	Development Services

Vendor: TOLAR
Description: REPLACEMENT BENCH FOR BUS SHELTER

Total Obligation	\$	1,015.78
Total Paid	\$	-

Submitted By: Norma Ramirez
Approved By: Development Services Director
Funding Source: Prop A Fund (210)



City of La Puente **AGENDA REPORT**

To: Mayor and City Council

For meeting of: March 26, 2019

From: Bob Lindsey, City Manager

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

SUBJECT: PRESENTATION OF FEBRUARY 2019 INVESTMENT REPORT

BACKGROUND

This report presents the City's investment portfolio for the month ending February 28, 2019. It has been prepared to comply with regulations contained in California Government Code Section 53600 and the Statement of Investment Policy approved by City Council on June 04, 2018.

The investment objectives of the City of La Puente are first, to provide safety of principal to ensure the preservation of capital in the overall portfolio, second, to provide sufficient liquidity to meet all operating requirements, and third, to earn a commensurate rate of return consistent with the constraints imposed by the safety and liquidity objectives.

The City follows the practice of pooling cash and investments for all funds under its direct control. Interest earned on pooled cash and investments is allocated to the various funds based on the respective fund's average quarterly cash balance. It is common for governments to pool the cash and investments of various funds to improve investment performance. By pooling funds, cities are able to benefit from economies of scale, diversification, liquidity and ease of administration.

DISCUSSION

The investment report of the City as of February 28, 2019 is attached for your review.

The investment activity for February 2019 is summarized in the table below:

Action	Instrument	Settlement Date	Interest Rate	Maturity Date	Face Value
Buy	Corporate Bond – JP Morgan Chase	02/12/19	2.25%	01/23/20	\$250,000
Call	Government Obligations– Federal Home Loan Bank	02/28/19	2.90%	08/27/21	\$250,000
Call	Government Obligations– Federal Home Loan Bank	02/28/19	2.00%	02/28/23	\$250,000
Buy	CD – Keesler Federal Credit Union	02/28/19	3.05%	08/30/21	\$249,000
Buy	Corporate Bond – Toyota Motor Credit Corp	02/28/19	2.25%	10/18/23	\$250,000

FISCAL IMPACT

Idle cash invested in CD’s or government securities in general have higher yields than LAIF. This maximizes returns without assuming substantial additional risk.

SUMMARY

In summary, the City has conservatively placed its investment portfolio in LAIF, Federal Agency Securities and Certificates of Deposit for FY 2018-2019. The portfolio is in compliance with the Statement of Investment Policy and the City has the ability to meet its expenditure requirements for the next six months.

RECOMMENDATION

It is recommended that the City Council receive and file this report.

ATTACHMENTS

Attachment “A”: Investment Report
Attachment “B”: Certificates of Deposit
Attachment “C”: Corporate Bonds
Attachment “D”: Municipal Bonds
Attachment “E”: Charts

CITY OF LA PUENTE

ATTACHMENT A

Cash and Investment Report
February 28, 2019

Investment Type	Issuer	Purchase Date	Maturity Date	Interest Rate	Face Value	Book Value	Market Value	Source of Market Valuation
Local Agency Investment Fund	State of California			2.400%	\$ 6,164,559	\$ 6,164,559	\$ 6,158,710	LAIF
Government Obligations								
U.S. Agency Security	FFCB	07/14/16	07/14/21	1.480%	250,000	250,000	243,785	First Empire
U.S. Agency Security	FFCB	07/16/18	10/16/20	2.625%	250,000	250,000	250,208	Vining Sparks
U.S. Agency Security	FFCB	01/16/19	01/26/21	3.000%	250,000	253,437	251,960	Multi-Bank
U.S. Agency Security	FHLB	08/21/15	12/19/19	1.385%	250,000	248,500	247,725	First Empire
U.S. Agency Security	FHLB	04/26/16	10/26/20	1.550%	250,000	250,000	245,768	First Empire
U.S. Agency Security	FHLB	02/26/16	02/26/21	1.690%	30,000	30,000	29,504	First Empire
U.S. Agency Security	FHLB	04/13/16	04/13/21	1.480%	250,000	249,125	244,635	First Empire
U.S. Agency Security	FHLB	09/30/16	09/30/21	1.625%	250,000	250,000	244,195	First Empire
U.S. Agency Security	FHLB	08/23/18	08/23/23	3.250%	250,000	250,000	250,205	Multi-Bank
U.S. Agency Security	FHLB	10/24/18	02/14/20	2.150%	250,000	248,967	249,008	Vining Sparks
U.S. Agency Security	FHLB	01/23/19	02/11/20	2.125%	250,000	251,244	249,020	Vining Sparks
U.S. Agency Security	FHLB-SU	10/28/16	10/28/21	1.000%	250,000	249,750	246,265	First Empire
U.S. Agency Security	FHLMC	07/27/16	07/27/21	1.450%	250,000	249,750	243,548	First Empire
U.S. Agency Security	FHLMC	08/12/16	08/12/21	1.125%	250,000	246,250	241,918	First Empire
U.S. Agency Security	FHLMC	08/31/18	06/29/22	1.500%	225,000	224,344	225,097	First Empire
U.S. Agency Security	FHLMC	09/17/18	09/17/21	2.550%	250,000	250,000	250,330	Mutual Securities
U.S. Agency Security	FHLMC	09/27/18	09/27/22	3.000%	250,000	250,000	250,475	First Empire
U.S. Agency Security	FHLMC	10/05/18	10/02/19	1.250%	250,000	246,622	248,153	Vining Sparks
U.S. Agency Security	FHLMC	10/31/18	09/28/23	3.000%	250,000	250,563	250,025	First Empire
U.S. Agency Security	FHLMC	11/16/18	08/23/19	1.300%	250,000	248,287	248,555	First Empire
U.S. Agency Security	FHLMC-SU	10/29/15	10/29/20	1.125%	250,000	250,000	247,645	First Empire
U.S. Agency Security	FNMA	02/04/15	10/30/19	1.375%	250,000	248,667	248,073	First Empire
U.S. Agency Security	FNMA	05/25/16	05/25/21	1.500%	250,000	249,625	243,383	First Empire
U.S. Agency Security	FNMA	06/16/16	06/16/21	1.500%	250,000	248,750	243,148	First Empire
U.S. Agency Security	FNMA	07/27/16	07/27/21	1.250%	500,000	499,250	481,305	First Empire
U.S. Agency Security	FNMA	10/07/16	10/07/21	1.500%	250,000	249,950	241,493	First Empire
U.S. Agency Security	FNMA-SU	02/26/16	02/26/21	1.500%	250,000	250,000	249,983	First Empire
U.S. Agency Security	FNMA	12/10/18	10/20/22	2.000%	250,000	248,847	248,753	First Empire
U.S. Agency Security	FNMA	12/10/18	12/27/19	1.400%	250,000	248,287	247,495	Vining Sparks
Total Government Securities					7,255,000	7,240,215	7,161,651	
Municipal Bonds***				various	250,000	248,761	249,645	First Empire
Negotiable Certificates of Deposit ***				various	6,184,000	6,184,000	6,086,609	First Empire
Corporate Bonds***				various	1,500,000	1,474,480	1,468,445	First Empire
Total Investments					\$ 21,353,559	\$ 21,312,014	\$ 21,125,059	
Deposits						480,374	*	
Miscellaneous Cash						2,200	**	
Total Cash and Deposits						482,574		
Total Investments, Cash and Deposits						\$ 21,794,588		

I certify that this investment portfolio is in conformity with the Investment Policy of the City of La Puente as stated in Resolution No. 15-5219 dated June 23, 2015. The Investment Program provides sufficient liquidity to meet the next six months' estimated expenditures.

* Deposits represent the equity in the checking & payroll accounts.

** Miscellaneous cash represents a total of all petty cash accounts.

*** Detailed list of Negotiable Certificates of Deposit/Corporate Bonds attached

Troy L. Butzlaff, ICMA-CM
Dir. Of Administrative Services

Troy O. Grunklee, CPA
Finance Manager

CITY OF LA PUENTE

Negotiable Certificates of Deposit
Cash and Investment Report
February 28, 2019

Issuer	Purchase Date	Maturity Date	Interest Rate	Face Value	Book Value	Market Value	Source of Market Valuation
Ally Bank	10/26/17	10/26/20	2.00%	248,000	248,000	245,448	First Empire
BMW Bank	2/26/16	2/26/21	1.70%	248,000	248,000	244,402	First Empire
Pinnacle Bank	9/22/17	3/22/21	1.95%	245,000	245,000	241,276	First Empire
Bank Hapoalim	4/6/16	4/6/21	1.60%	248,000	248,000	242,383	First Empire
Synchrony Bank	4/15/16	4/15/21	1.50%	248,000	248,000	242,995	First Empire
Webbank Salt Lake	5/30/18	5/28/21	3.00%	246,000	246,000	246,401	First Empire
Wells Fargo Bank	6/17/16	6/17/21	1.75%	248,000	248,000	241,698	First Empire
Mercantil Commerce Bank	6/24/16	6/24/21	1.65%	248,000	248,000	241,641	First Empire
Keesler Federal Credit Union	2/28/19	8/30/21	3.05%	249,000	249,000	250,651	First Empire
JP Morgan Chase Bank NA	11/30/16	11/30/21	2.10%	248,000	248,000	243,325	First Empire
Discover Bank	12/14/16	12/14/21	2.10%	248,000	248,000	243,238	First Empire
State Bank of India, NY	1/26/17	1/26/22	2.35%	248,000	248,000	244,650	First Empire
BanESCO USA	3/21/18	3/21/22	2.50%	248,000	248,000	240,665	First Empire
Sallie Mae Bank	3/22/17	3/22/22	2.35%	247,000	247,000	243,337	First Empire
Medallion Bank	4/4/17	4/4/22	2.25%	248,000	248,000	243,494	First Empire
American Express Centurion Bank	4/5/17	4/5/22	2.45%	247,000	247,000	242,826	First Empire
Goldman Sachs Bank	4/12/17	4/12/22	2.40%	247,000	247,000	241,549	First Empire
Capital One Bank USA NA	4/19/17	4/19/22	2.40%	247,000	247,000	243,530	First Empire
EverBank	4/28/17	4/28/22	2.15%	248,000	248,000	242,601	First Empire
American Express Bank FSB	5/3/17	5/3/22	2.35%	247,000	247,000	241,840	First Empire
Capital One Bank NA McLean VA	5/10/17	5/10/22	2.30%	247,000	247,000	242,655	First Empire
Comenity Bank	5/31/17	5/31/22	2.35%	248,000	248,000	243,863	First Empire
First Bank of Highland	6/21/17	6/21/22	2.10%	247,000	247,000	240,823	First Empire
HSBC Bank USA	4/17/18	4/17/23	3.00%	246,000	246,000	245,907	First Empire
Toyota Financial Savings Bank	7/23/18	7/24/23	3.40%	245,000	245,000	245,412	Multi-Bank
Total for Negotiable Certificates of Deposit				<u>\$ 6,184,000</u>	<u>\$ 6,184,000</u>	<u>\$ 6,086,609</u>	

CITY OF LA PUENTE

Corporate Bonds
Cash and Investment Report
February 28, 2019

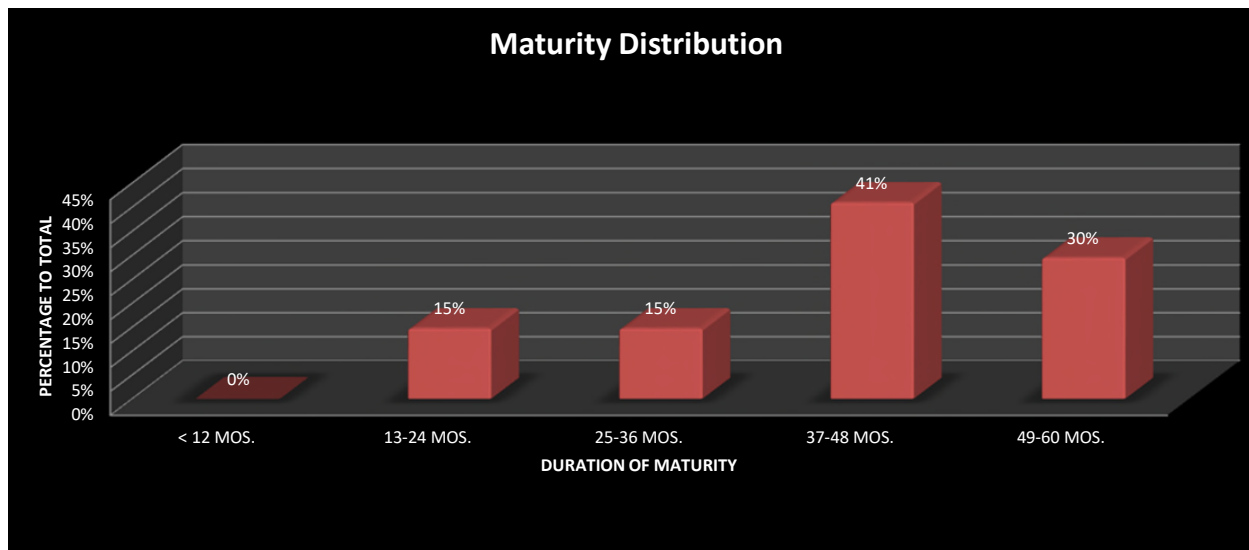
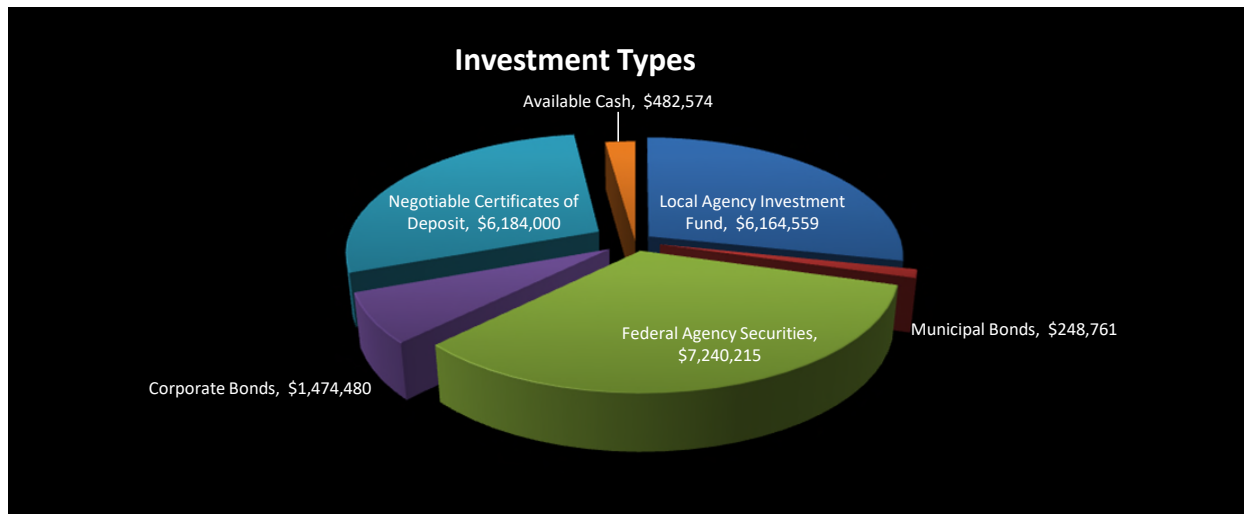
Issuer	Purchase Date	Maturity Date	Interest Rate	Face Value	Book Value	Market Value	Source of Market Valuation
Apple Inc	10/27/17	2/9/22	2.15%	250,000	244,875	245,968	First Empire
JP Morgan Chase	2/12/19	1/23/20	2.25%	250,000	249,042	248,673	Vining Sparks
Toyota Motor Credit	2/28/19	10/18/23	2.25%	250,000	243,956	241,030	First Empire
Proctor and Gamble	1/9/18	11/3/21	1.70%	250,000	250,000	243,968	First Empire
Toyota Motor Credit	2/2/18	3/12/20	2.15%	250,000	249,375	248,395	First Empire
Bank of New York Mellon	8/16/18	8/16/23	2.20%	<u>250,000</u>	<u>237,232</u>	<u>240,413</u>	Vining Sparks
Total for Negotiable Corporate Bonds				<u>\$ 1,500,000</u>	<u>\$ 1,474,480</u>	<u>\$ 1,468,445</u>	

CITY OF LA PUENTE

Municipal Bonds
Cash and Investment Report
February 28, 2019

Issuer	Purchase Date	Maturity Date	Interest Rate	Face Value	Book Value	Market Value	Source of Market Valuation
Los Angeles Airport Revenue Bonds	7/16/18	5/15/23	2.79%	<u>250,000</u>	<u>248,761</u>	<u>249,645</u>	First Empire
Total for Municipal Bonds				<u>\$ 250,000</u>	<u>\$ 248,761</u>	<u>\$ 249,645</u>	

Cash and Investment Report Charts
February 28, 2019





City of La Puente AGENDA REPORT

To: Mayor and City Council

For meeting of: March 26, 2019

From: Bob Lindsey, City Manager

By: Troy Grunklee, CPA, Finance Manager

SUBJECT: SECOND READING OF ORDINANCE OF THE CITY OF LA PUENTE, CALIFORNIA REPEALING CHAPTER 5.42 (PEDDLERS) OF TITLE 5 (BUSINESS REGULATIONS AND LICENSES) OF THE LA PUENTE MUNICIPAL CODE AND ADOPTING A NEW CHAPTER 5.42 (MOBILE VENDING) OF TITLE 5 (BUSINESS REGULATIONS LICENSES) OF THE LA PUENTE MUNICIPAL CODE CREATING A MOBILE VENDING PROGRAM, ADDING SECTION 3.68.051 OF TITLE 3 PUBLIC SAFETY AND MORALS OF THE LA PUENTE MUNICIPAL CODE, AND MAKING A DETERMINATION OF EXEMPTION UNDER CEQA

BACKGROUND

At the City Council meeting of March 12, 2019, the City Council conducted a public hearing and introduced Ordinance No. 19-959 making amendments and additions to Section 5 of the City's Municipal Code to address various definitions, regulations or permitting requirements for sidewalk vendors and Section 3 of the Municipal Code to provide that mobile vendors may operate in City parks, in compliance with the provisions of Senate Bill 946 ("SB 946").

Under the provisions of SB 946, which went into effect on January 1, 2019, the City is generally prohibited from enacting any regulations relating to sidewalk vendors except those relate to objective health, safety, and welfare concerns. Cities that have ordinances that are inconsistent with the provisions of SB 946 must either forego enforcement of their ordinances, or revise their ordinances to comply with the provisions of the bill.

SB 946 provides for the following:

1. The city cannot require a sidewalk vendor to operate only within certain parts of the public right-of-way unless the restriction is directly related to objective health, safety, or welfare concerns.
2. The City cannot prohibit vendors from selling food or merchandise in a City park, unless the City has a signed concession agreement in place that exclusively permits the sale of food and/or merchandise from that concessionaire.
3. The City cannot prohibit vendors from only operating in designated neighborhoods or areas unless the restriction is directly related to objective health, safety, or welfare concerns.
4. The City may prohibit stationary sidewalk vendors from areas that are zoned exclusively residential. However, the City cannot prohibit mobile vendors in residential zones.

5. The City cannot limit the total number of sidewalk vendors unless the restriction is directly related to objective health, safety, or welfare concerns.
6. The City may prohibit vendors in areas within the immediate vicinity of a permitted certified farmers' market or swap meet.
7. The City may prohibit or restrict vendors within the immediate vicinity of an area designated for a temporary special permit (i.e.-a special events permit).
8. The City may impose the following:
 - a. Hours of operation, but the hours of operation cannot be more restrictive than hours of operation imposed on business or uses on the same street where the vendor is operating.
 - b. Requirements pertaining to sanitary conditions.
 - c. Requirements necessary to ensure ADA compliance.
 - d. Business license requirements, however the City must accept identification numbers, individual tax identification numbers, or a municipal identification number in lieu of social security numbers, and the numbers provided by the applicant cannot be made available for public inspection.
 - e. Require the vendor to possess a State Seller's Permit.
 - f. Require additional licenses from other state or local agencies as required by law (i.e.-licenses from the County Health Department).

The provisions of SB 946 make it clear that an "objective health, safety, or welfare concern" does not include perceived community animus or economic competition.

SB 946 has also established penalties for violations of a sidewalk vending ordinance. Fines for violating a sidewalk vending ordinance can only be administrative in nature (they cannot be punishable as infractions or misdemeanors). The fine for the first violation cannot exceed \$100.00, the second (within one year) cannot exceed \$200.00, the third (and subsequent violations in one year) cannot exceed \$500.00. For the fourth and subsequent violations, the City may rescind the sidewalk vendor's permit to operate.

In the event that the City requires a license to operate and an individual fails to maintain the license, the City may impose a fine not exceeding \$250.00 for the first violation, \$500.00 for the second violation (within one year), and \$1000.00 for each violation thereafter (within one year).

When assessing any of the aforementioned administrative fines, the City is required to take into consideration the individual's ability to pay the fine. The individual may request an ability to pay determination, and if the individual is receiving public benefits (i.e.-SSI, cash assistance, SNAP, In-Home Supportive Services, Medical, has an income that is 125 percent or less of the poverty guidelines, or meets any of the provisions set forth in Government Code Section 68632), the City must accept 20 percent of the fine as full satisfaction of the fine imposed.

DISCUSSION

Within the limitations established by state law, La Puente's ordinance focuses on three areas of regulation and establishes:

1. Requirements for permitting and licensing
2. Regulations for operating as sidewalk vendor
3. Penalties for violations

Under state law, sidewalk vendors can sell food and/or products on their person, from a mobile cart or they can set up a stationary stand on a City sidewalk or in a City park. Stationary stands must be removed every day.

Licensing Requirements

In order to receive a La Puente business license and permit, sidewalk vendors must provide the following:

- The legal name and current mailing address and telephone number of the applicant;
- If the sidewalk vendor is an agent of an individual, company, partnership, or corporation, the name and business address of the principal;
- A description of the type of food or merchandise offered for sale;
- A description of the area(s) the applicant intends to operate;
- Whether the applicant intends to operate as a stationary sidewalk vendor and/or a roaming sidewalk vendor;
- A California seller's permit number pursuant to Section 6067 of the Revenue and Taxation Code;
- Certification by the applicant that the information contained in the application is true to his or her knowledge and belief;
- If a vendor of food or food products, certification of completion of a food handler course and proof of all required approvals from the Los Angeles County Department of Public Health;
- Proof of liability insurance; and
- Any other reasonable information regarding the time, place, and manner of the proposed vending.

Operational Requirements

Mobile vendors shall comply with the following

- No mobile vendor shall vend in the following locations:
 - Within fifteen (15) feet of any street intersection;
 - Within ten (10) feet of any fire hydrant, fire call box, or other emergency facility;
 - Within ten (10) feet of any driveway or driveway apron;
 - Upon or within any roadway, median strip, or dividing section;
 - Upon or within any parkway or landscaped areas lacking paved pathways for travel
 - Within 500 feet of a permitted certified farmers' market, a swap meet, or an area designated for use by a temporary special permit. This prohibition shall

- be limited to the operating hours of the farmers' market or swap meet, or the limited duration of the temporary special permit;
- Within 500 feet of a public or private school site during school hours, and not within one hour before or one hour after school drop off and pick up operations;
- In any City parking lot;
- On private property without the consent of the property owner.
- No mobile vendor shall sell in a manner that blocks or obstructs the free movement of pedestrians or vehicles. Mobile vendors must at all times provide a clearance of not less than three (3) feet on all sidewalks or pedestrian areas so as to enable persons to freely pass while walking, running, biking, or using mobility assistance devices;
- Mobile vending is only permitted between the hours of 8:00 a.m. and 10:00 p.m., daily, except as follows:
- In residential areas, mobile vending shall only be permitted between the hours of 7:00 a.m. and 7:00 p.m. on weekdays and between the hours of 9:00 a.m. and 6:00 p.m. on weekends and holidays.
- In nonresidential areas, the limit on hours of operation shall not be more restrictive than the hours of operation of other businesses or uses on the same street.
- In park areas, mobile vending shall be permitted only during hours open to the public.
- No mobile vendor shall use amplified sound, but may use bells or other devices described in the application and approved by the City Manager or his/her designee;
- Mobile vending may only occur when the vehicle is legally parked in a roadway. Mobile vendors shall comply with the California Vehicle Code, Title 10 (Vehicles and Traffic) and with all posted parking, stopping, and standing restrictions at all times;
- No part of the vehicle, furniture, or other equipment related to the vending operation may encroach onto the public sidewalk.
- Mobile vending vehicle shall park in a manner which ensures that customers shall be able to order and pick-up food safely without stepping into a parking space, into a street, or into landscaping;
- Mobile vendors shall not sell at any park where the City has signed an agreement for concessions that exclusively permits the sale of food or merchandise by a concessionaire.
- Mobile vendors shall provide a trash receptacle for customers and ensure proper disposal of customer trash. Prior to leaving any vending location, the mobile vendor shall pick up, remove, and dispose of all trash generated by the vending operations or the mobile vendor's customers within a fifteen (15) foot radius of the vending location.
- Mobile vendors of food or food products shall possess and display in plain view on the vending cart a valid Public Health Permit from the Los Angeles County Department of Public Health.

- Mobile vendors shall possess at all times while selling, a valid mobile vendor permit issued pursuant to this chapter, as well as any other permit or license required by the City and any other appropriate governmental agency.
- Mobile vendors shall possess at all times while selling, current liability insurance.
- Mobile vendors shall comply with all applicable state and local laws, including without limitation state food preparation, handling, and labeling requirements; fire codes and regulations; noise standards; and the Americans with Disabilities Act of 1990 and other disability access standards (both state and federal).
- Mobile vending vehicles shall not be chained, fastened, or affixed at any time to any building or structure, including, but not limited to lampposts, parking meters, traffic signals, fire hydrants, benches, bus shelters, trash cans, street signs, trees, or other objects within the public right-of-way. No mobile vending vehicle shall become a permanent fixture on any site or be considered an improvement to real property.

Penalties for violations

The City may issue an administrative fine for vending without a permit or violations of operational requirements.

FISCAL IMPACT

Adoption of this ordinance will result in the City receiving additional revenue from sidewalk vending business license and permit fees, however it is unknown if there will be added costs for code enforcement. The existing fee schedule will cover the cost to process and issue the business license but the permit fee will be dependent upon the fee established by the City Council for the sidewalk vendors.

RECOMMENDATION

It is recommended that the City Council adopt Ordinance No. 19-959, Repealing Chapter 5.42 (Peddlers) of Title 5 (Business Regulations and Licenses) and Adopting a New Chapter 5.42 (Mobile Vending) of Title 5 (Business Regulations Licenses) Creating a Mobile Vending Program, Adding Section 3.68.051 of Title 3 Public Safety and Morals.

ATTACHMENTS

Attachment A: Ordinance No. 19-959

ORDINANCE NO. 19-959

AN ORDINANCE OF THE CITY OF LA PUENTE, CALIFORNIA, REPEALING CHAPTER 5.42 (PEDDLERS) OF TITLE 5 (BUSINESS REGULATIONS AND LICENSES) OF THE LA PUENTE MUNICIPAL CODE, AND ADOPTING A NEW CHAPTER 5.42 (MOBILE VENDING) OF TITLE 5 (BUSINESS REGULATIONS AND LICENSES) OF THE LA PUENTE MUNICIPAL CODE CREATING A MOBILE VENDING PROGRAM, ADDING SECTION 3.68.051 OF TITLE 3 PUBLIC SAFETY AND MORALS OF THE LA PUENTE MUNICIPAL CODE AND MAKING A DETERMINATION OF EXEMPTION UNDER CEQA

WHEREAS, the Legislature delegates to local governments the authority to regulate any type of vending as well as the time, place and manner of vending from vehicles on streets within their jurisdiction; and

WHEREAS, in accordance with this authority, the City Council of the City of La Puente (“City Council”) has adopted provisions of the La Puente Municipal Code to mitigate the negative impacts generated by unregulated peddling; and

WHEREAS, the La Puente Municipal Code defines a “peddler” any person, traveling by foot, motorized vehicle, non-motorized vehicle, or any other type of conveyance from place-to-place, house-to-house, or from street-to-street, carrying, conveying or transporting goods, wares, merchandise, or food and concurrently offering or exposing the same for sale; and

WHEREAS, Senate Bill (“SB”) 946, which was signed into law on September 17, 2018, and became effective January 1, 2019, limits the authority of cities and counties to regulate sidewalk vendors, except in accordance with California Government Code Sections 51038 and 51039; and

WHEREAS, SB 946 defines a “Sidewalk vendor” as a person who sells food or merchandise from a pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other non-motorized conveyance, or from one’s person, upon a public sidewalk or other pedestrian path; and

WHEREAS, as a result, SB 946 restricts the City’s ability to regulate peddlers and solicitors on public sidewalks and other pedestrian paths in the City of La Puente; and

WHEREAS, the City Council finds that restrictions on mobile vending are needed to accommodate vendors and their equipment, while also safe-guarding the flow of pedestrian movement on sidewalks and in the public right-of-way, and ensuring no interference with the performance of police, firefighter, and emergency medical personnel services; and

WHEREAS, the City Council finds that the regulation of mobile vendors engaged in the sale of food and food products will help to ensure that mobile vendors obtain all necessary permits and comply with applicable sanitation, food preparation, and food handling laws, and thereby will protect the public health and safety against health problems such as food contamination, poor hygienic practices, and the threat of food poisoning; and

WHEREAS, the City Council finds that regulations related to the collection and disposal of trash or other debris generated by mobile vending are necessary to ensure that such trash or debris is not left, thrown, discarded, or deposited on City streets, sidewalks, pathways, gutters, or storm drains, or upon public or private lots, so that the same might be or become a pollutant; and

WHEREAS, the City Council finds that restrictions on mobile vending in public parks are necessary to ensure the public's use and enjoyment of natural resources and recreational opportunities, and to prevent an undue concentration of commercial activity that would unreasonably interfere with the scenic and natural character of these parks; and

WHEREAS, the City Council finds that restrictions on mobile vending in residential areas are necessary to ensure that such areas are protected from excessive noise and traffic impacts while allowing economic opportunities for mobile vendors; and

WHEREAS, the City Council adopts this Ordinance under the authority provided in SB 946, and finds that the time, place, and manner regulations and requirements provided herein are directly related to the City's purpose of protecting of the health, safety, and welfare of its residents, businesses and visitors; and

WHEREAS, all legal prerequisites to the adoption of this Ordinance have occurred.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LA PUENTE DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. Findings.

The City Council finds that the above Recitals are true and correct, and are incorporated herein by reference.

Section 2. La Puente Municipal Code Amendment.

Chapter 5.42 (Peddlers) of Title 5 (Business Regulations and Licenses) of the La Puente Municipal Code is hereby repealed in its entirety, and replaced with Chapter 5.42 (Mobile Vending) of Title 5 (Business Regulations and Licenses) of the La Puente Municipal Code, and shall read in its entirety as follows:

“Chapter 5.42 Mobile Vending

5.42.010 Purpose. This chapter establishes requirements for the vending of food and goods in the public right-of-way and on private property to prevent traffic, safety, and health hazards.

The primary purpose of the public streets, sidewalks, parking lots, and other public ways is for use by vehicular and pedestrian traffic. Regulating mobile vending will protect the public health and safety and ensure safe pedestrian and vehicular traffic. Unregulated vending in the public right of way, from pushcarts, vehicles including food trucks, stands, or by persons contributes to traffic congestion and impedes the orderly movement of pedestrians and vehicles. And the unregulated use of congested streets and sidewalks with a high concentration of vehicular, pedestrian and commercial activity by vendors make the streets and walkways unsafe for

motorists, cyclists, pedestrians, and vendors.

5.42.020 Definitions. The following words and phrases, whenever used in this chapter, shall mean as follows:

“FARMERS’ MARKET” means a location operated in accordance with Chapter 10.5 of Division 17 of the Food and Agricultural Code and any regulations adopted pursuant to that chapter.

“CITY MANAGER” means the City Manager of the City of La Puente or his/her designee.

“MOBILE VENDOR” means any person in charge of or operating any mobile vending vehicle, either as agent, employee, or otherwise under the direction of the owner.

“MOBILE VENDING VEHICLE” or “MOBILE VENDING CART” means any vehicle, wagon or pushcart from which goods, wares, merchandise, fruits, vegetables or foodstuffs are sold, displayed, solicited or offered for sale or bartered or exchanged, or any lunch wagon, including food trucks, or eating cart or vehicle upon a public street, sidewalk, parkway, pedestrian path, or other public right-of-way within the city.

“PERSON” means one or more individuals, groups, businesses, business trusts, companies, corporations, joint ventures, joint stock companies, partnership, entities, associations, clubs, or organizations composed of two or more individuals (or the manager, lessee, agent, servant, officer, or employee of any of them), whether engaged in business, nonprofit, or any other activity.

“PUBLIC SIDEWALK” or “PUBLIC STREET” means all of those areas dedicated as public thoroughfares, including, but not limited to, roadways, parkways, medians, alleys, sidewalks and public ways.

“ROAMING SIDEWALK VENDOR” means a sidewalk vendor who moves from place to place and stops only to complete a transaction.

“SIDEWALK VENDOR” means a person who sells food or merchandise from a pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other non-motorized conveyance, or from one’s person, upon a public sidewalk, parkway, pedestrian path or other right-of-way available to pedestrians.

“STATIONARY SIDEWALK VENDOR” means a sidewalk vendor who sells from a fixed location.

“SWAP MEET” means a location operated in accordance with Article 6 of Chapter 9 of Division 8 of the Business and Professions Code, and any regulations adopted pursuant to that article.

“TEMPORARY SPECIAL PERMIT” means a permit issued by the City for the temporary use of, or encroachment on, the sidewalk or any other public area, including, but not limited to, an encroachment permit, special event permit, or temporary event permit, for purposes including, but not limited to, city or privately sponsored filming, parades, or outdoor concerts.

“SELL” or **“SELLING”** means to sell, offer for sale, display for sale, or solicit offers to purchase, food, food products, beverages, goods, or merchandise.

5.42.030 Permit Required. No person, either for themselves or any other person, shall engage in, conduct or carry on the business of mobile vending without a permit and a valid business license issued pursuant to this Chapter. If any of the provisions of Chapter 5.08 of this title conflict with the provisions of this chapter, the provisions of this chapter shall prevail as to all matters and questions arising out of the subject matter of this chapter. A permit issued pursuant to this Chapter may specify where and when mobile vending is permitted.

5.42.040 Permit Application. To apply for a mobile vending permit, a person must file an application with the City, accompanied by a nonrefundable processing fee in an amount established by resolution of the City Council. The application shall be in a form prescribed by the City and shall contain, at a minimum, the following:

- A. The legal name and current address and telephone number of the applicant;
- B. If the applicant is an agent of an individual, company, partnership, corporation, or other entity, the name and business address of the principal;
- C. A description of the food or merchandise offered for sale;
- D. A description of the area(s) the applicant intends to operate;
- E. Whether the applicant intends to operate as a stationary sidewalk vendor and/or a roaming sidewalk vendor;
- F. A California seller’s permit number pursuant to Section 6067 of the Revenue and Taxation Code;
- G. Certification by the applicant that the information contained in the application is true to his or her knowledge and belief;
- H. If a vendor of food or food products, certification of completion of a food handler course and proof of all required approvals from the Los Angeles County Department of Public Health;
- I. Proof of liability insurance; and
- J. Any other reasonable information regarding the time, place, and manner of the proposed vending.

5.42.050 Criteria for Approval or Denial of Permit. The City Manager, or his or her designee, shall approve the issuance of a permit unless he or she determines that:

- A. Information contained in the application, or supplemental information requested from the applicant, is false in any material detail;
- B. The applicant has failed to provide a complete application, after having been notified of the requirement to produce additional information or documents; or
- C. The applicant has failed to demonstrate an ability to conform to the operating standards set forth in section 5.42.090.
- D. The applicant has failed to pay any previous administrative fines, complete any community service, and/or complete any other alternative disposition associated with a previous violation of this chapter.

If the permit is denied, written notice of such denial and the reasons therefor shall be provided to the applicant.

5.42.060 Permit Expiration and Renewal. A mobile vending permit shall be valid for twelve (12) months from the date of issuance, and shall expire and become null and void on the anniversary of its issuance. A person may apply for a permit renewal on a form provided by the City prior to the expiration of his or her active mobile vending permit.

5.42.070 Permit Rescission. The City Manager may rescind a permit issued to a sidewalk vendor for a fourth violation or subsequent violation of this Chapter. A mobile vendor whose permit is rescinded may apply for a new mobile vending permit upon the expiration of the term of the rescinded permit.

5.42.080 Appeals. Any person aggrieved by the decision of the City Manager to issue, deny issuance, or rescind a mobile vending permit may appeal the decision to the City Council. The appeal shall be filed with the City Clerk within fourteen (14) days following the date of the City Manager's decision.

5.42.090 Permits Nontransferable. No permit granted pursuant to this chapter shall be transferable.

5.42.100 Operating Requirements. Mobile vendors shall comply with the following:

- A. No mobile vendor shall vend in the following locations:
 - 1. Within fifteen (15) feet of any street intersection;
 - 2. Within ten (10) feet of any fire hydrant, fire call box, or other emergency facility;
 - 3. Within ten (10) feet of any driveway or driveway apron;
 - 4. Upon or within any roadway, median strip, or dividing section;

5. Upon or within any parkway or landscaped areas lacking paved pathways for travel;
 6. Within 500 feet of a permitted certified farmers' market, a swap meet, or an area designated for use by a temporary special permit. This prohibition shall be limited to the operating hours of the farmers' market or swap meet, or the limited duration of the temporary special permit;
 7. Within 500 feet of a public or private school site during school hours, and not within one hour before or one hour after school drop off and pick up operations;
 8. In any City parking lot;
 9. On private property without the consent of the property owner.
- B. No mobile vendor shall sell in a manner that blocks or obstructs the free movement of pedestrians or vehicles. Mobile vendors must at all times provide a clearance of not less than three (3) feet on all sidewalks or pedestrian areas so as to enable persons to freely pass while walking, running, biking, or using mobility assistance devices;
- C. Mobile vending is only permitted between the hours of 8:00 a.m. and 10:00 p.m., daily, except as follows:
1. In residential areas, mobile vending shall only be permitted between the hours of 7:00 a.m. and 7:00 p.m. on weekdays and between the hours of 9:00 a.m. and 6:00 p.m. on weekends and holidays.
 2. In nonresidential areas, the limit on hours of operation shall not be more restrictive than the hours of operation of other businesses or uses on the same street.
 3. In park areas, mobile vending shall be permitted only during hours open to the public.
- D. No mobile vendor shall use amplified sound, but may use bells or other devices described in the application and approved by the City Manager or his/her designee;
- E. Mobile vending may only occur when the vehicle is legally parked in a roadway. Mobile vendors shall comply with the California Vehicle Code, Title 10 (Vehicles and Traffic) and with all posted parking, stopping, and standing restrictions at all times;
- F. No part of the vehicle, furniture, or other equipment related to the vending operation may encroach onto the public sidewalk.

- G. Mobile vending vehicle shall park in a manner which ensures that customers shall be able to order and pick-up food safely without stepping into a parking space, into a street, or into landscaping;
- H. Mobile vendors shall not sell at any park where the City has signed an agreement for concessions that exclusively permits the sale of food or merchandise by a concessionaire.
- I. Mobile vendors shall provide a trash receptacle for customers and ensure proper disposal of customer trash. Prior to leaving any vending location, the mobile vendor shall pick up, remove, and dispose of all trash generated by the vending operations or the mobile vendor's customers within a fifteen (15) foot radius of the vending location.
- J. Mobile vendors of food or food products shall possess and display in plain view on the vending cart a valid Public Health Permit from the Los Angeles County Department of Public Health.
- K. Mobile vendors shall possess at all times while selling, a valid mobile vendor permit issued pursuant to this chapter, as well as any other permit or license required by the City and any other appropriate governmental agency.
- L. Mobile vendors shall possess at all times while selling, current liability insurance.
- M. Mobile vendors shall comply with all applicable state and local laws, including without limitation state food preparation, handling, and labeling requirements; fire codes and regulations; noise standards; and the Americans with Disabilities Act of 1990 and other disability access standards (both state and federal).
- N. Mobile vending vehicles shall not be chained, fastened, or affixed at any time to any building or structure, including, but not limited to lampposts, parking meters, traffic signals, fire hydrants, benches, bus shelters, trash cans, street signs, trees, or other objects within the public right-of-way. No mobile vending vehicle shall become a permanent fixture on any site or be considered an improvement to real property.

5.42.110 Administrative Citations.

- A. A violation of this chapter by a mobile vendor who has a valid mobile vending permit from the City is punishable only by an administrative citation pursuant to Chapter 1.12 in amounts not to exceed the following:
 - 1. One hundred dollars (\$100) for a first violation;
 - 2. Two hundred dollars (\$200) for a second violation within one year of the first violation; and /or
 - 3. Five hundred dollars (\$500) for each additional violation within one year of the

first violation.

- B. A person engaged in mobile vending without a valid City mobile vending permit is punishable by an administrative citation pursuant to Chapter 1.12 in amounts not to exceed the following, in lieu of the amounts set forth in paragraph A:
1. Two hundred fifty dollars (\$250) for a first violation;
 2. Five hundred dollars (\$500) for a second violation within one year of the first violation; and/or
 3. One thousand dollars (\$1,000) for each additional violation within one year of the first violation; and
 4. Upon proof of a valid mobile vending permit issued by the City, the administrative citations set forth in this paragraph shall be reduced to amounts set forth in paragraph A.
- C. A violation of this chapter shall not be punishable as an infraction or misdemeanor. No person alleged to have violated the provisions herein shall be subject to arrest except when otherwise permitted by law.
- D. Failure to pay an administrative citation issued pursuant to this section shall not be punishable as an infraction or misdemeanor. Additional fines, fees, assessments, or any other financial conditions beyond those authorized herein shall not be assessed.
- E. When assessing administrative citations pursuant to this section, the hearing officer shall take into consideration the person's ability to pay the fine. The City shall provide the person with notice of his or her right to request an ability-to-pay determination and shall make available instructions or other materials for requesting an ability-to-pay determination. The person may request an ability-to-pay determination at adjudication or while the judgment remains unpaid, including when a case is delinquent or has been referred to a comprehensive collection program.
- F. If the person meets the criteria described in subdivision (a) or (b) of Government Code Section 68632, the City shall accept, in full satisfaction, twenty (20) percent of an administrative citation imposed pursuant to this chapter.
- G. The hearing officer may allow a person to complete community service in lieu of paying the total administrative citation, may waive the administrative citation, or may offer an alternative disposition."

Section 2. Chapter 3.68 (Public Parks) of Title 3 (Public Safety and Morals) of the La Puente Municipal Code is hereby amended to a new Section 3.68.051 to provide that mobile vendors may operate in City Parks in accordance with Chapter 5.42 and which shall read as follows:

“Section 3.68.051 Commercial and other related activities:

No person shall practice, carry on, or conduct any trade, occupation, business or profession in the public parks and facilities owned and/or operated by the City of la Puente, except upon application to and as may be permitted by the City as set forth in Chapter 5.42.

Section 3. CEQA Findings.

- A. This ordinance is not a project within the meaning of Section 15378 of the CEQA Guidelines because it has no potential for resulting in a physical change in the environment, directly or indirectly.
- B. This ordinance is not a project within the meaning of Section 15306 (Information Collection) because it does not have the potential to create a physical environmental effect.
- C. This ordinance is not subject to CEQA under the general rule set forth in Section 15061(b)(3) of the CEQA Guidelines that CEQA only applies to projects which have the potential for causing a significant effect on the environment. For the reasons set forth in subparagraphs A-B above, it can be seen with certainty that there is no possibility that this ordinance will have a significant effect on the environment.

Section 4. Clerical Errors.

The City Council directs the City Clerk to correct any clerical errors found in this Ordinance including, but not limited to, typographical errors, irregular numbering and incorrect section references.

Section 5. Severability.

Should any section, subsection, clause, or provision of this Ordinance for any reason be held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this Ordinance; it being hereby expressly declared that this Ordinance, and each section, subsection, sentence, clause, and phrase hereof would have been prepared, proposed, approved, and ratified irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid, unenforceable, or unconstitutional.

Section 6. Effective Date.

In accordance with California Government Code section 36937, this Ordinance shall take effect and be in force thirty (30) days from passage and adoption.

Section 7. Publication.

The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause this ordinance to be published and posted as required by law.

PASSED, APPROVED AND ADOPTED this 26th day of March, 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: March 26, 2019
From: Bob Lindsey, City Manager
By: Roxanne E. Lerma, Director of Community Services

SUBJECT: CONSIDERATION OF AN AMENDMENT TO THE PARK USE AGREEMENT WITH LA PUENTE SOFTBALL INC., JR. ALL AMERICAN FOOTBALL OF LA PUENTE, INC. AND GUERREROS ATHLETIC FOUNDATION, INC. FOR THE YOUTH COALITION CARNIVAL CHANGING THE DATE OF THE EVENT

BACKGROUND

At its November 13, 2018, City Council Meeting, the City Council approved by resolution a fee waiver in the amount of \$10,050.00 for the fees associated with the La Puente Youth Coalition's annual Youth Coalition Carnival.

When approving the fee waiver, City Council directed staff to enter into a Park Use Agreement ("Agreement") for the event.

At its February 26, 2019, City Council Meeting, the City Council approved the Agreement for the Youth Coalition Carnival and authorized the City Manager to execute the Agreement on behalf of the City.

Due to inclement weather conditions, the Youth Coalition has rescheduled the annual Youth Coalition Carnival and is requesting to hold the Carnival at La Puente Park on Thursday, March 28, 2019 through Sunday, March 31, 2019.

DISCUSSION

The La Puente Youth Coalition is requesting permission to use La Puente Park for its annual Youth Coalition Carnival on Thursday, March 28, 2019 through Sunday, March 31, 2019 instead of the previously Council approved dates of Thursday, March 7, 2019 through Saturday, March 10, 2019. The reason for this request and the change in event dates is due to the rain leading up to the original Carnival date that would have hindered the Coalition's fundraising efforts for its member organizations.

The annual Carnival will still operate on the same schedule and require the same resources as previously approved by Council at its meeting of November 13, 2018. Amendment No.1 to the City of La Puente Park Use Agreement for the Carnival has been prepared and reflects the new dates.

FISCAL IMPACT

The City Council has previously approved a fee waiver in the amount of \$10,050 for the event. There are no additional costs associated with the rescheduling of the Carnival. Approval of Amendment No.1 to the City of La Puente Park Use Agreement for the Carnival will not have any additional fiscal impact.

RECOMMENDATION

It is recommended that the City Council: (1) approve Amendment No. 1 to the City of La Puente Park Use Agreement for the Youth Coalition Carnival; and (2) authorize the City Manager to execute the amendment on behalf of the City.

ATTACHMENTS

Attachment “A”: Amendment No. 1 to the City of La Puente Park Use Agreement for the Carnival.

**AMENDMENT NO. 1
TO CITY OF LA PUENTE
PARK USE AGREEMENT FOR
CARNIVAL**

This Amendment No. 1 to the Park Use Agreement for Carnival (“Agreement”) is made and entered into this _____ day of March, 2019, (“Effective Date”) by and between the City of La Puente, a California municipal corporation (the “City”) La Puente Softball Inc., Jr. All American Football of La Puente, Inc. and Guerreros Athletic Foundation (the “Organizer”). The City and the Organizer are collectively referred to as “Parties.”

RECITALS

WHEREAS, the City is the owner of La Puente Park, located at 501 N. Glendora Avenue, La Puente, California (hereinafter the “Park”); and

WHEREAS, on or about February 26, 2019, the City Council approved the Agreement to permit Organizer to organize and operate a carnival from March 7, 2019 to March 10, 2019, at the Park (the “Carnival”); and

WHEREAS, given the recent inclement weather, the Organizer desires to change the date of the Carnival to March 28, 2019 to March 31, 2019.

WHEREAS, the Parties desire to amend the Agreement to allow the Organizer to change the date of the Carnival; and

WHEREAS, for the reasons set forth herein, the Parties desire to enter into this Amendment No. 1, as set forth below.

AMENDMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements set forth herein, it is agreed the aforesaid Agreement, a copy of which is attached hereto as Exhibit A, and incorporated herein by reference, shall remain in full force and effect except as otherwise hereinafter provided:

Section 1.(A) The date in Section 1.(A) shall be revised to read April 1, 2019.

Section 1.(B)(2) Section 1.(B)(2) shall be revised to read in its entirety as follows:

Subject to the requirements of this Agreement and Exhibit B, Organizer shall operate the Carnival only from March 28, 2019 to March 31, 2019 and only during the following hours:

Thursday, March 28, 2019— 5:00 p.m. to 11:30 p.m.

Friday, March 29, 2019 — 5:00 p.m. to 11:30 p.m.

Saturday March 30, 2019 — 12:00 p.m. to 11:30 p.m.

Sunday March 31, 2019 — 12:00 p.m. to 11:30 p.m.

Notwithstanding the foregoing, Organizer may use the Park and Park Facilities for the purposes of setting up for the Carnival from 10:00 a.m. to 5:00 p.m. starting on **March 25, 2019**.

Sections 1.(B)(4) and (5) Sections 1.(B)(4) and (5) shall be revised to read in their entirety as follows:

(4) By no later than 11:30 p.m. on April 1, 2019, Organizer shall ensure the Park and Park Facilities are cleared, cleaned-up, maintained and all areas of the Park and Park Facilities are restored to the condition they were found. Further, Organizer shall clean the Park and Park Facilities after each day of the Carnival.

(5) The City shall make a good faith effort to turn the ball field lights on at the Park Facility from 5:00 p.m. to 11:30 p.m. from March 28-March 31, 2019.

Exhibit B Security Deposit. The date set forth in the Security Deposit section shall be revised to read March 22, 2019.

Exhibit E Staff Fee Schedule. The Part Time Maintenance Staff Section shall be revised in its entirety as follows:

Part-time Maintenance Staff – March 28-31, 2019:

- **Responsibilities:** Respond to emergencies, monitor parking, general issues
- **Hours:** March 28-29, 2019: 5:00 p.m. to 11:30 p.m.
March 30-31, 2019: 12:00 p.m. to 11:30 p.m.
- **Total Staff:** 1
- **Total Cost:** \$2,700

Exhibit E Staff Fee Schedule. The dates concerning the Los Angeles County Sheriff's Deputies shall be revised with the dates of March 28-March 31, 2019.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1 to the Agreement as of the Effective Date.

“CITY”
City of La Puente

“ORGANIZER”
LA PUENTE SOFTBALL INC.

By _____
Bob Lindsey, City Manager

By: _____

ATTEST:

By _____
Sheryl Garcia, City Clerk

Approved as to Form:

By _____
James M. Casso, City Attorney

“ORGANIZER”

JR. ALL AMERICAN FOOTBALL OF LA
PUENTE, INC.

By: _____

“ORGANIZER”

GUERREROS ATHLETIC FOUNDATION

By: _____

EXHIBIT A TO AMENDMENT NO. 1

1. La Puente City Park Ball Field and Open Space



City of La Puente AGENDA REPORT

To: Mayor and City Council For meeting of: March 26, 2019

From: Bob Lindsey, City Manager

By: John Di Mario, Development Services Director

SUBJECT: CONSIDERATION OF AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH SIEMENS MOBILITY INC. FOR TRAFFIC SIGNAL MAINTENANCE SERVICES EXTENDING THE TERM OF THE AGREEMENT FOR AN ADDITIONAL YEAR IN AN AMOUNT NOT TO EXCEED \$19,533.32

BACKGROUND/DISCUSSION

At the meeting of June 14, 2016, the City Council approved an agreement with Siemens Industry, Inc. ("Siemens") for traffic signal and maintenance for the 23 City controlled locations consisting of traffic signals, crosswalks, and radar speed signs within the City limits ("Agreement"). On November 13, 2018, the City Council approved Amendment No. 1 to the Agreement transferring and assigning all obligations and rights under the Agreement which previously designated Siemens Industry, Inc. as the responsible party, to Siemens Mobility, Inc. ("Siemens Mobility").

The Agreement provides for an initial three (3) year term with the City having the option of renewing the Agreement for two (2) additional one-year terms. The current term of the Agreement expires on May 31, 2019. The current fee for monthly site inspections and preventative maintenance and semi-annual routine maintenance is \$1,579.00 per month. The Agreement also includes a rate schedule that provides for an increase of not greater than 3% each year based on the consumer price index ("CPI"), beginning in July 2017. It should be noted that Siemens did not request nor did the City provide a rate increase in July 2017 or July 2018. The CPI for the preceding 12 months is 3.68%.

Provided as Attachment A is Amendment No. 2 to the Agreement which extends the term of the Agreement by one year and amends Exhibit B – Rate Schedule to reflect a 3% increase of \$48.78 in the monthly payment amount for a revised annual cost of \$19,533.32 effective July 1, 2019.

FISCAL IMPACT

The slight annual increase for these services has been included as part of the budget development process for Fiscal Year 2019-20 utilizing funding from the City's Gas Tax fund.

RECOMMENDATION

It is recommended that the City Council: (1) approve Amendment No. 2 with Siemens Mobility, Inc.; and (2) authorize the City Manager to execute the amendment on behalf of the City.

ATTACHMENTS

Attachment "A": Amendment No. 2 to Professional Services Agreement

**AMENDMENT NO. 2
TO THE PROFESSIONAL SERVICES AGREEMENT
WITH SIEMENS MOBILITY, INC.**

This Amendment No. 2 to the Professional Services Agreement ("Agreement"), is made and entered into this 26th day of March, 2019 ("Effective Date") by and between the City of La Puente, a California municipal corporation ("City"), and Siemens Mobility, Inc., a Delaware corporation ("Consultant"). The City and Consultant are hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS, on or about June 1, 2016, the City and Consultant entered into the Agreement under which Consultant agreed to provide traffic signal maintenance work throughout the City; and

WHEREAS, on or about November 13, 2018, the City and Consultant entered into Amendment No. 1 to the Agreement transferring and assigning all obligations and rights under the Agreement which previously designated Siemens Industry, Inc. as the responsible party, to Siemens Mobility, Inc.; and

WHEREAS, the Agreement expires on May 31, 2019; and

WHEREAS, to allow Consultant to continue providing traffic signal maintenance work to the City, the City and Consultant desire to extend the term of the Agreement, and increase the total compensation set forth in the Agreement by three percent (3%); and

WHEREAS, for the reasons set forth herein, the Parties desire to enter into this Amendment No. 2, and have agreed to amend Section 1 (Term) and Exhibit B – Rate Schedule as set forth below.

AMENDMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth herein, it is agreed the aforesaid Agreement, a copy of which is attached hereto as Exhibit A, and incorporated herein by reference, shall remain in full force and effect except as otherwise hereinafter provided:

The first sentence of Section 1, Term, is hereby amended to read as follows:

Section 1. TERM This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks are described herein are completed, but in no event later than May 31, 2020, unless sooner terminated pursuant to the provisions of this Agreement.

Exhibit B - Rate Schedule

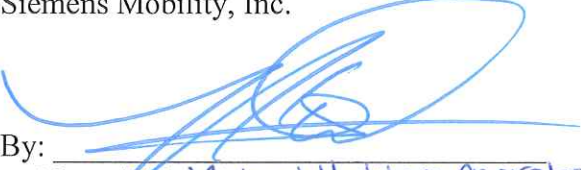
Exhibit B ("Rate Schedule") is hereby rescinded in its entirety, and replaced with the new Exhibit B attached hereto.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 2 to the Agreement as of the Effective Date.

CITY OF LA PUENTE

By: _____
Bob Lindsey, City Manager

CONSULTANT
Siemens Mobility, Inc.

By:  _____
Name/Title Michael Hutchens, Operations Manager

Attest:

By: _____
Sheryl Garcia, City Clerk

APPROVED AS TO FORM

By: _____
James M. Casso, City Attorney

EXHIBIT B

RATE SCHEDULE

PART I – SCHEDULED MONTHLY TRAFFIC SIGNAL MAINTENANCE

Fixture Type	Quantity	Per Intersection Rate	Monthly Cost	Total Annual Cost
Traffic Signal Locations	17	\$70.10	\$1,191.70	\$14,300.40
Crosswalk Beacons	5	\$36.08	\$180.40	\$2,164.80
Bucket Truck	6	\$30.93	\$185.58	\$2,226.96

(*) per location

PART II – SCHEDULED SEMI-ANNUAL TRAFFIC SIGNAL MAINTENANCE

<i>Fixture Type</i>	<i>Quantity 'A'</i>	<i>Rate Per Service (*)</i>	<i>Semi-Annual Cost</i>	<i>Total Annual Cost</i>
Traffic Signal Locations	17	\$24.74	\$ 420.58	\$ 841.16
Total				\$ 19,533.32

PART III – RATES FOR UNSCHEDULED/EMERGENCY MAINTENANCE WORK

Service Equipment	Hourly Rate
Service Truck	\$25.77
Service Truck with arrow board	\$25.77
Arrow Board	\$10.31
Dump Truck	\$25.77
Air Compressor	\$10.31
Bucket Truck	\$30.93
Boom Truck (Crane)	\$56.70
Concrete Saw	\$5.15
OTHER: (Describe: Changeable Message Sign	\$10.31

Personnel	Regular Hourly Rate	Overtime Hourly Rate
Field Technician Supervisor	\$108.25	\$108.25
Electrical Technician	\$113.40	\$149.48
Field Technician	\$101.03	\$128.87
Laborer	\$74.23	\$97.94
Crane Operator	\$113.40	\$149.48
Bench Technician	\$101.03	\$128.87
OTHER (Describe: Engineering Technician)	\$113.40	\$149.48
OTHER: (Describe: Fiber/Comm Technician)	\$101.03	\$128.87

Maintenance: Contractor shall be allowed actual cost plus a 15% mark up for materials not provided for in Scheduled Maintenance

CITY OF LA PUENTE
PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of June 1, 2016 ("Effective Date"), between the City of La Puente, a municipal corporation ("City") and Siemens Industry, Inc., a Delaware corporation ("Consultant"). The City and Consultant are hereinafter collectively referred to as the "Parties".

RECITALS

WHEREAS, City desires to engage Consultant to perform the services described herein, and Consultant 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 Consultant agree as follows:

1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than May 31, 2019, unless sooner terminated pursuant to the provisions of this Agreement. The City may extend the Agreement at its option, for two one-year terms.

2. SERVICES

(a) Consultant 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. The Services shall be performed by Consultant, unless prior written approval is first obtained from 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) Consultant 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 traffic signal maintenance, serving a municipal agency.

(d) Consultant 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, Consultant shall not perform any work for another person or entity for whom Consultant was not working on the Effective Date if both (i) such work would require Consultant 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 Consultant'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.* Consultant 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

Consultant was an employee, agent, appointee, or official of the City in the previous twelve (12) months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090 *et. seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for Services performed pursuant to this Agreement, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant 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) Consultant 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 Consultant 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 Consultant, but shall have no authority to modify the Services or the compensation due to Consultant.

4. PAYMENT

(a) The City agrees to pay Consultant 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 the monthly routine maintenance services provided. This amount shall not exceed eighteen thousand, nine hundred and forty-eight dollars (\$18,948.00) per year for annual routine maintenance for the total Term of the Agreement unless additional payment is approved as provided in this Agreement. Unscheduled or emergency maintenance will be paid at the rates provided in Part III of Exhibit B.

(b) Consultant 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. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City and Consultant at the time City's written authorization is given to Consultant for the performance of said services.

(c) Consultant 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 Consultant's fees it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within 45 days of receipt of an invoice therefore.

5. 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 Consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant 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 Consultant 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 Consultant shall submit an invoice to the City pursuant to Section 5 of this Agreement.

6. OWNERSHIP OF DOCUMENTS

(a) Consultant 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. Consultant 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. Consultant 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 Consultant. With respect to computer files, Consultant shall make available to the City, at the Consultant'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. Consultant 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 Consultant in the course of providing the services under this Agreement. All reports, documents, or other written material developed by Consultant in the performance of the Services pursuant to this Agreement, shall be and remain the property of the City.

7. INDEMNIFICATION

(a) Indemnity for professional liability

When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant 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 Consultant, its officers, agents, employees or Subconsultants (or any agency or individual that Consultant 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, Consultant 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 Consultant or by any individual or agency for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

(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, Consultant shall have an immediate duty to defend the City at Consultant'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 Consultant and City, as to whether liability arises from the sole negligence of the City or its officers, employees, or agents, Consultant 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. Consultant 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.

8. INSURANCE

Consultant 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.

9. INDEPENDENT CONSULTANT

(a) Consultant 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 Consultant shall at all times be under Consultants exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Consultant 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 Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

10. LEGAL RESPONSIBILITIES

The Consultant 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 Consultant 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 Consultant to comply with this Section.

11. UNDUE INFLUENCE

Consultant 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 Consultant, or from any officer, employee or agent of Consultant, 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.

12. 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.

13. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, 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) Consultant shall promptly notify City should Consultant, its officers, employees, agents, or subconsultants 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 Consultant 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 Consultant 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 Consultant in such proceeding, Consultant agrees to cooperate fully with the City and to provide the opportunity to review any response to discovery requests provided by Consultant. 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.

14. 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:

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

With a copy to:

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

If to Contractor:

Michael Hutchens
Area Operations Manager
Siemens Industry, Inc.
2200 West Oranewood Avenue, Suite 210
Orange CA 92868
E-mail: Michael.hutchens@siemens.com
714.456.9902

15. ASSIGNMENT

The Consultant 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 subconsultant for any services under this Agreement, Consultant shall provide City with the identity of the proposed subconsultant, a copy of the proposed written contract between Consultant and such subconsultant 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 subconsultant carries insurance at least equal to that required by this Agreement or obtain a written waiver from the City for such insurance.

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

16. GOVERNING LAW/ATTORNEYS' FEES

The City and Consultant 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 Consultant 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.

23. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

"CITY"

City of La Puente

By: 

David Carmany, City Manager

"CONSULTANT"

Siemens Industry, Inc.

By: 

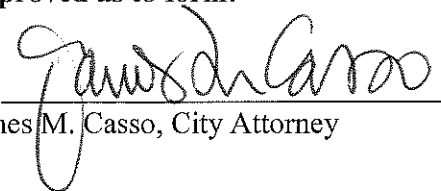
Michael Hutchens,
Area Operations Manager

Attest:

By: 

Sheryl Garcia, Chief Deputy 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

17. 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.

18. 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.

19. 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.

20. 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.

21. WAIVER

The waiver by City or Consultant 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 Consultant unless in writing.

22. 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.

EXHIBIT A

SCOPE OF SERVICES

1.1 DETAIL OF WORK

1.1.1 TRAFFIC SIGNAL MAINTENANCE

The work to be performed consists of regular and emergency maintenance of traffic signals equipment and systems including: signal poles, signal heads, inductive loops, pedestrian signal devices, traffic safety lighting, interconnect facilities, emergency pre-emption equipment, controllers, flashing beacons at crosswalks, radar speed signs and operations systems at various locations throughout the City.

1.1.1.1 QUALIFIED PERSONNEL

All traffic signal maintenance shall be performed by qualified and trained Traffic Signal Technicians and supervised by qualified supervisors. Traffic Signal Technicians shall have a minimum of three (3) years of experience maintaining National Electrical Manufacturers Association (NEMA) Standard traffic signals. Supervisors shall have a minimum of five (5) years of experience maintaining NEMA standard traffic signals and two (2) years of experience supervising and scheduling traffic signal maintenance operations. IMSA Level II or III certification is required for field technicians. Experience shall include use of typical tools and working experience on Type 170E Controllers and LACO software, other NEMA equipment, and video detection equipment currently in use by the City.

Consultant shall employ a minimum of two (2) qualified Traffic Signal Technicians assigned to work within the City and capable of meeting the response time requirements specified in these Technical Specifications. One of the Traffic Signal Technicians shall be assigned as the primary technician and is subject to City approval. This technician shall not be changed without prior notification to the City.

1.1.1.2 TRAFFIC SIGNAL MAINTENANCE SITES

For locations of traffic signal maintenance sites see the **Traffic Signal Location List**.

1.1.1.3 TRAFFIC SIGNAL MAINTENANCE RESPONSIBILITIES

For a summary of specific maintenance responsibilities by site, see the **Task Lists I and II**.

1.1.1.4 QUALITY ASSURANCE/QUALITY CONTROL

To assure that all maintenance work is being performed with a high standard of care, the Development Services Director or designee will perform regular inspections of all maintenance sites. After each inspection, the Development Services Director or designee may issue a Maintenance Inspection Report ("MIR") to the Consultant if any deficiencies are found. The MIR, which may be delivered via email or telephone, will clearly indicate any deficiencies in the Consultant's maintenance work. The Development Services Director or designee will inform the Consultant by telephone of urgent deficiencies for immediate attention and/or correction.

1.1.1.5 SITE CHANGES

The City reserves the right to add, delete or change sites under this contract and may do so upon giving written notification to the Consultant. If these changes cause an increase

or a reduction in the maintenance costs of this contract, said costs shall be readjusted and incorporated into this contract.

1.1.1.6 MAINTENANCE SCHEDULE

Establishment of Schedule

Prior to performing any work under this Agreement, Consultant shall submit a Maintenance Schedule to the Development Services Director. The schedule shall identify the sites to be maintained each month, and Scheduled Traffic Signal Maintenance to be performed. The schedule shall provide for maintaining all sites.

Missed Sites

The City may randomly inspect sites on the month of or the month following the Scheduled Traffic Signal Maintenance. If any site is not maintained or is poorly maintained, as determined by the City, in its sole and absolute discretion, the Development Services Director or designee will notify the Consultant of such deficiency. If Consultant fails to correct the deficiency and advise the Development Services Director or designee of the correction, the City may withhold partial or full payment for that site when the monthly invoice is received.

Meeting the Schedule

In the event the Consultant is prevented from completing the maintenance as provided in the schedule because of service equipment breakdown or reasons other than inclement weather, the Consultant shall be required to provide replacement service equipment and resume the schedule within 24 hours. Consultant shall notify the City's Development Services Director or designee of the revised schedule on or before the day that the schedule is interrupted.

1.1.1.7 MONTHLY REPORT

Consultant shall provide to the Development Services Director an electronic copy (pdf) of the inspection check list for each traffic signal location along with the monthly invoice.

1.1.1.8 MEETINGS

The Consultant's superintendent shall meet with the City's Development Services Director or designee when requested during contract to discuss the quality of work, areas that may require special attention to maintain and to be advised of complaints received by the City about maintenance. These meetings may be done via telephone, in person or email correspondence, at the discretion of the Development Services Director.

1.1.1.9 MAINTENANCE RESPONSE

Consultant Responsibility

The Consultant shall furnish all personnel, vehicles, labor, equipment, and materials required to perform traffic signal maintenance. "Traffic Signals" shall include, but are not limited to, all electrical traffic control devices, flashers, beacons, traffic safety lighting, radar speed signs, fire station signals, pedestrian crossing signals, traffic signals, battery backup systems, cameras, and Ethernet communications, signal interconnect, signal wiring, signal components, emergency fire pre-empt and all forms of detection as presently existing and as may be changed in the future.

On-Hand Inventory

Consultant shall maintain an inventory of all signal equipment used by the City. Hardware components in Consultant's inventory may include, but are not limited to, signal and pedestrian heads, pedestrian buttons (frame, hardware and signs), signal controller components, L.E.D. traffic signal lamp modules, battery backup system, conflict monitors, audible pedestrian signals. Actual quantities for specific materials in the On-hand Inventory shall be documented for City review prior to the start of work. No compensation shall be paid for materials in On-hand Inventory prior to installation. City will not provide storage for "on-hand" inventory

All replacement parts shall be in-kind and no substitutions shall be made without approval by the City. Substitute replacement parts not incorporating the same features and operational characteristics as the part being replaced (LCD Safety monitors must be replaced with LCD monitors) will not be approved.

Utility Costs

Electrical power for all the signals, flashers, and beacons located within the boundaries of La Puente shall be paid by the City.

Work Orders

Requests for unscheduled signal maintenance not generally included in Scheduled Traffic Signal Maintenance are made via a Work Order ("WO"). WO's are originated by City staff during normal City business hours in response to observed or reported maintenance deficiencies. While initial contact with the Consultant may be directly by phone, this will always be followed up with a written WO. Delivery of WO's may be via fax, US mail, e-mail, telephone or courier and will be made directly to Consultant's designated contact.

Requests for service after working hours, on weekends, and on holidays will be forwarded from the City's Emergency On-Call representative to the Consultant by phone. A WO will be generated on the next regular business day.

1.1.1.10 MAINTENANCE TASKS

Scheduled Traffic Signal Maintenance Scheduled Traffic Signal Maintenance activities shall be as described in Task Lists I (Monthly) and II (Semi-Annual).

Maintenance shall be performed by the Consultant on a proactive basis to ensure that all traffic signal systems and equipment operate safely and continuously in good working order. The tasks outlined below represent the City's minimum requirements for Scheduled Traffic Signal Maintenance. The Contractor shall perform these minimum tasks and any additional tasks necessary to comply with the intent of this section. Maintenance shall be performed on all maintenance sites listed in the Traffic Signal Location List contained in the RFP Appendices. Consultant shall perform tasks including, but not limited to, the following:

1. **Monthly Site Inspections.** The Consultant shall inspect each designated maintenance site on a Monthly basis (see Task List I). During a Site Inspection, the Consultant's inspection shall include, but is not limited to the following:
 - a. General Operations and Coordination;
 - b. Proper frame and hardware alignment (inspect for damaged, missing, loose connections, frame and mounting hardware is properly attached and tightened);
 - c. Proper signal/pedestrian head alignment;

- d. Proper operation and function of all signal lamps;
- e. Proper operation and function of all pedestrian signal components (i.e. push buttons, signal heads and audible tones);
- f. Overhead safety lighting (report to City for Work Order generation);
- g. Graffiti visible on any signal components, signs and cabinets (Report to City for correction by Graffiti Removal Contractor);
- h. Damage to traffic signal components; Check service controller/cabinet for proper wiring and electrical connections. Inspect, test conflict monitor devices, load switches, relays, and controllers in traffic control cabinets; battery backup system (batteries must meet proper amperage and provide continuous operation of the signal system at full operation and flashing mode as specified by city);
- i. Check all latches on all cabinets and secure locks as required. City will designate type of security and locations required to secure all Cabinets;
- j. Perform visual check of controller for damage or corrosion at connections.
- k. Replace filters as necessary
- l. Crosswalk locations and radar speed signs shall be inspected monthly for proper operation and maintenance.
- 1. See Task List I.

2. Routine Semi-Annual Maintenance. The Consultant shall perform routine maintenance at all maintenance sites on a semi-annual basis (see Task List II).

Routine maintenance shall include, but is not limited to, the following:

- a. Test Conflict Monitor/Malfunction Management Unit (CERTIFICATION REQUIRED ANNUALLY);
- b. Test system controller operation, electrical, signal timing calls, pedestrian/bicycle calls, Opticom pre-emption units where installed;
- c. Check and Test inductive loop detection and adjust as specified;
- d. Inspect all poles, signal heads, mounting hardware, back plates;
- e. Install and replaces field wires. Check all terminals to ensure proper connections and tightness.
- f. Clean all signal faces.
- k. Vacuum Controller cabinet and replace filters as necessary

Unscheduled Traffic Signal Maintenance (Non- Emergency)

Unscheduled Traffic Signal Maintenance includes tasks not specifically included in Scheduled Traffic Signal Maintenance that are not considered emergency in nature and are performed as requested by the City to ensure that all traffic signal systems and equipment operate safely and continuously in good working order. The Consultant shall perform Unscheduled Traffic Signal Maintenance tasks on all maintenance sites listed in the Traffic Signal Location List or as directed by the Development Services Director.

Common Unscheduled Traffic Signal Maintenance tasks include, but are not limited to the following:

- 1. Modification of various signal components;
- 2. Detector Loop Replacement due to pavement failure, utility work or other impact. Maintenance records indicate that the City replaces approximately 30

- detector loops each year. In addition to the basic steps, Detector Loop Replacement shall include the following:
- a. Layout and installation of loop and home run;
 - b. Replacement of conduit if necessary;
 - c. Testing on loop for conductivity and integrity;
 - d. Reconnection to amplifier and testing for proper sensitivity.
3. Other traffic signal problems not considered an emergency;
 4. Intelligent Transportation System (I.T.S Architecture: CCTV Components located in signal controller cabinets and cameras mounted on signal poles which require cleaning, alignment, replacement and adjustment);
 5. Signal Timing Revisions/Adjustments;
 6. Review of construction documents for new traffic signal installations;
 7. Assist in inspection of signal construction work performed by others contractors;
 8. Other tasks as requested within the expertise of the Consultant.

Emergency Traffic Signal Maintenance

Emergency Traffic Signal Maintenance includes unforeseen maintenance related tasks that must be performed on short notice due to potential impacts on public safety and convenience. Emergency Traffic Signal Maintenance may be initiated by the City or the Consultant, if an emergency condition is observed in the field. The Consultant shall perform Emergency Traffic Signal Maintenance on all maintenance sites listed in the Traffic Signal Location List or as directed by the Development Services Director.

Common Emergency Traffic Signal Maintenance tasks include, but are not limited to the following:

1. Emergency Generator runs required by knockdowns or utility power outages. In addition to the basic steps, Emergency Generator Runs shall include:
 - a. Determination of localized power failure;
 - b. Reporting of loss of power to the responsible electrical entity;
 - c. Temporary service disconnect of affected traffic signal equipment;
 - d. Restoring intersection operation on Consultant supplied generator power until resumption of electrical service;
 - e. Electrical services reconnect to affected traffic signal equipment.
2. Type 170E - Signal Controller Replacement due to failure of unit. In addition to the basic steps, Type 170E Signal Controller Replacement shall include:
 - a. Emergency operation of the intersection during controller replacement;
 - b. Installation of replacement traffic signal controller;
 - c. Input of timing corresponding to appropriate timing sheet;
 - d. Connection and testing of all repaired field color, detection, preemption, and interconnect wiring as necessary;

3. Signal Cabinet & Controller Replacement due to vehicle accident, fallen tree or other unforeseen event. In addition to the basic steps, Signal Cabinet & Controller Replacement shall include:
 - a. Emergency operation of the intersection during collision aftermath;
 - b. Removal and disposal of damaged signal equipment and collision debris;
 - c. Repair of damaged intersection field wiring and cabinet mounting hardware as necessary;
 - d. Installation of replacement traffic signal control cabinet and control equipment;
 - e. Input of timing corresponding to appropriate timing sheet;
 - f. Connection and testing of all repaired field color, detection, preemption, and interconnect wiring as necessary;
 - g. Field certification of conflict monitor.
4. Service Pedestal Replacement due to vehicle accident, fallen tree or other unforeseen event. In addition to the basic steps, Service Pedestal Replacement shall include the following:
 - a. Emergency operation of the intersection during collision aftermath;
 - b. Removal and disposal of damaged signal equipment and collision debris;
 - c. Repair of damaged electrical wiring and pedestal mounting hardware as necessary;
 - d. Installation of replacement service pedestal;
 - e. Connection and testing of all repaired electrical wiring;
 - f. Coordination with utility company for restoration of power as needed.
5. Signal Lamp Replacement. Consultant shall replace failed LED Module (any color). In addition to the basic steps, Signal Lamp Replacement shall include:
 - a. Removal and replacement of LED module;
 - b. Verification of warranty balance on failed LED module;
6. Signal Head Replacement. Consultant shall replace signal head (3-section, 4-section, pedestrian, etc.) damaged due to vehicle accident, fallen tree or debris or other event. In addition to the basic steps, Signal Head Replacement shall include:
 - a. Determination of nature and extent of damage
 - b. Removal and disposal of damaged signal equipment and collision debris;
 - c. Installation of new signal head and mounting hardware as necessary;
 - d. Connection and testing of new equipment;
7. Conduit Repair. Repair/replacement of cut or damaged conduit. In addition to the basic steps, Conduit Repair shall include:
 - a. Excavation and replacement of damaged section of conduit;
 - b. Splicing or re-pulling conductor as appropriate;
 - c. Connection and testing of system for proper operation.
8. Pedestrian Signal or Button (any problem);
9. Signal Knocked Down or Damaged (e.g. Vehicle Accident);

10. Operational Problem (i.e., on 4-Way flash, simultaneous/conflicting colors, no detection or incorrect timing);
11. Traffic Signal Head Misaligned or Damaged;
12. Other safety related maintenance tasks requiring immediate response as directed by the Traffic and Signal Operations Supervisor.

The Consultant shall provide emergency response 24 hours per day, seven days per week, including holidays.

TASK LIST I**MONTHLY PREVENTIVE MAINTENANCE PROCEDURES**

All routine maintenance and inspections should include but not be limited to the following:

TWO MONTH PREVENTIVE MAINTENANCE ROUTINE

A	Appearance	Visually inspect controller cabinet and electrical service for any apparent damage.
	Door fit/Gasket	Check door function and gasket condition.
	Condition of Locks	Check lock operation on cabinet door, electrical service and police panel.
	Fan/Thermostat Ops	Check fan operation, check thermostat setting.
	Cabinet Light/Switch	Check function of cabinet light - front and back (if applicable) door switch operation.
	Air Filter Condition	Check air filter. Change if dirty.
B	Controller Condition	LEDs all functional? Display functional? Etc.
	Timing	Check to insure that the timing in the controller matches records.
C	BBS Operating Properly	Check that system works when main power is removed.
	Battery Condition	Note visual condition. Check voltage, test battery condition.
D	Detectors Functioning	Check detector operations - Replace bad units.
	Flashers	Check flasher output at T2.
	Load Switch Operations	Observe load switch operations.
E	Indications Functioning	Check all LED modules to assess condition and functionality - Replace defective units.
	Light Output	Appearance and brightness of LED modules is good.
	PV Head Condition	Appearance and brightness of PV heads is good.
F	Peds Aimed Correctly	All indications clearly visible from pedestrian starting point.
	Light Output - Hand/man	Bright and easily visible - identify dim units for future replacement.
G	PPB Placing Calls	Check functionality of all ped push buttons - Replace bad buttons.
	Condition	Check for sticking, vandalism, etc.

TASK LIST II

ANNUAL / SEMI-ANNUAL PREVENTIVE MAINTENANCE PROCEDURES

All annual or semi-annual routine maintenance and inspections should include but not be limited to the following:

SEMI-ANNUAL PREVENTIVE MAINTENANCE ROUTINE

J	Pavement - appearance / condition	Visually inspect pavement around loops for exposed wires, etc.
	Loops - appearance / condition	Inspect loop if visible for general condition - Inform City of needed crack sealing around loops.
	Detectors - appearance / condition	Check detector amplifiers and change if necessary
	Fan / Thermostat Operation	Verify that fan is functioning - set proper fan temperature 95 deg..
K	Controller information	Verify and enter controller type and serial #
	Necessary documentation present	Verify that all appropriate documentation is present in cabinet
	GFI receptacle functions properly	Check operation of ground fault receptacle
	Voltage levels (Source, DC, etc.)	Check and record AC voltage, DC voltage, and AC ripple.
	Clean cabinets	Clean and vacuum controller cabinet and components - Place BBS in Bypass while using vacuum cleaner, DON'T Forget to put BBS back to normal.
L	Conflict Monitor/MMU	Verify proper operation, enter Model # & Serial #
M	Condition of grounding system	Check ground rod clamp and wire.
	Pull box condition - box lid condition	Locate, clear and clean all pull boxes, back to the advanced loop pull box
	Condition of hand hole covers	Check hand hole covers - secure and install as needed.
	Test EV preemption operation	Check EV operation.
N	Signal head visibility / aiming	Is head readily visible - properly aimed. Trim trees, bushes within 4 ft of signal displays for needed visibility. Report any overhanging trees that block view of signal displays.
	Pedestrian head visibility / aiming	Is Ped head readily visible - properly aimed.
	Safety lighting / condition	Is all safety lighting functioning properly?
	Vicinity street lighting Connect to Service	Are all the street lights in the vicinity functioning properly?

SERVICE LOCATION TABLE

	CITY MAINTAINED INTERSECTIONS		
1	Amar Rd & De Valle Ave	Traffic Signal	
2	Amar Rd & Hacienda Ave	Traffic Signal	
3	Amar Rd & Elliot Ave	Traffic Signal	
4	Amar Rd & Ardilla Ave	Traffic Signal	
5	Glendora Ave & Hill St	Traffic Signal	
6	Glendora Ave & Hacienda Blvd	Traffic Signal	
7	Temple Ave & Del Valle Ave	Traffic Signal	
8	Temple Ave & Stimson Ave	Traffic Signal	
9	Temple Ave & Glendora Ave	Traffic Signal	
10	Temple Ave & Hacienda Blvd	Traffic Signal	
11	Temple Ave & Orange Ave	Traffic Signal	
12	Temple Ave & Sunkist Ave	Traffic Signal	
13	Temple Ave & Willow Ave	Traffic Signal	
14	Temple Ave & Ardilla Ave	Traffic Signal	
15	Valley Blvd & Wickford Ave	Traffic Signal	
16	Valley Blvd & Ferrero Ln	Traffic Signal	
17	Valley Blvd & Old Valley Blvd	Traffic	

		Signal	
18	Glendora Ave& Las Vecinas Dr.	Crosswalk	
19	Glendora Ave & Sierra Vista Ct	Crosswalk	
20	Hacienda Blvd & Prichard St	Crosswalk	
21	Hacienda Blvd & Nelson Ave	Crosswalk	
22	Glendora Ave & Nelson Ave	Crosswalk	
21	600 Block and 800 Block Del Valle Ave	Radar Speed Sign	
22	300 Block and 500 Block N. California Ave	Radar Speed Sign	
23	14700 Block and 15000 Block Nelson Ave	Radar Speed Sign	

EXHIBIT B

RATE SCHEDULE

SCHEDULE OF VALUES

Compensation from contract approval through June 30, 2017 - Compensation during this contract term shall be in accordance with the contract unit prices shown in the Bid Form.

July 1, 2017 - June 30, 2018 - Compensation during this contract term shall be as follows: The unit prices from the prior contract term shall be increased in proportion to the increase in Consumer Price Index (CPI) for the Los Angeles area over the preceding 12 months, but said increase in unit prices shall not be greater than 3%.

July 1, 2018 - June 30, 2019 - Compensation during this contract term shall be as follows: The unit prices from the prior contract term shall be increased in proportion to the increase in Consumer Price Index (CPI) for the Los Angeles area over the preceding 12 months, but said increase in compensation shall not be greater than 3%.

The Estimated Quantities are given to provide Proposers with an indication of the potential order of magnitude and scope of work for a one year period. The actual amount of work done under this contract may differ considerably from the quantities shown. The City reserves the right to increase or decrease the amount of any item of work or to omit items of work without adjusting the unit prices therefore.

PART I - SCHEDULED MONTHLY TRAFFIC SIGNAL MAINTENANCE

Fixture Type	Quantity 'A'		Monthly Cost		Total Annual Cost
1. Traffic Signal Locations	17	\$68.00	\$ 1,156.00	x 12=	\$ 13,872.00
2. Crosswalk Beacons	5	\$35.00	\$ 175.00	x 12=	\$ 2,100.00
3. Radar Speed Signs	6	\$30.00	\$ 180.00	x 12=	\$ 2,160.00

(*) per location

PART II - SCHEDULED SEMI-ANNUAL TRAFFIC SIGNAL MAINTENANCE

Fixture Type	Quantity 'A'	Rate per Service(*)	Semi-Annual Cost		Total Annual Cost
1. Traffic Signal Locations	17	\$ 24.00	\$ 408.00	x 2=	\$ 816.00

TOTAL ANNUAL ROUTINE MAINTENANCE COSTS \$ 18,948.00

PART III - RATES FOR UNSCHEDULED/EMERGENCY MAINTENANCE WORK

The following Hourly Rates and Equipment Rates shall apply to work not covered under the unit prices included in the Schedule of Values. Hourly Rates and Equipment Rates shall include all costs to supply the necessary labor and equipment including, but not limited to, overhead and profit.

Service Equipment		Hourly Rate
1.	Service Truck	\$25.00
2.	Service Truck with arrow board	\$25.00
3.	Arrow Board	\$10.00
4.	Dump Truck	\$25.00
5.	Air Compressor	\$10.00
6.	Bucket Truck	\$30.00
7.	Boom Truck (Crane)	\$55.00
8.	Concrete Saw	\$5.00
9.	OTHER (Describe: <u>Changeable Message Sign</u>)	\$10.00
10.	OTHER (Describe: <u>Not Applicable</u>)	\$0.00

Personnel		Regular Hourly Rate	Overtime Hourly Rate
11.	Field Technician Supervisor	\$105.00	\$105.00
12.	Electrical Technician	\$110.00	\$145.00
13.	Field Technician	\$98.00	\$125.00
14.	Laborer	\$72.00	\$95.00
15.	Crane Operator	\$110.00	\$145.00
16.	Bench Technician	\$98.00	\$125.00
16.	OTHER (Describe: <u>Engineering Technician</u>)	\$110.00	\$145.00
17.	OTHER (Describe: <u>Fiber/Comm Technician</u>)	\$98.00	\$125.00

Maintenance. Contractor shall be allowed actual cost plus a 15% mark up for materials not provided for in Scheduled Maintenance

COMMON UNSCHEDULED WORK ITEMS

The following items are common tasks but will be requested on an "as-needed" basis only. The prices quoted shall apply to work not covered under the unit prices included in the Schedule of Values.

COMMON UNSCHEDULED ITEM	UNIT	PRICE
U1. Detector Loop Replacement [1 - 4 Loops]	EA	\$ 585.00
U2. Detector Loop Replacement [5 - 8 Loops]	EA	\$ 425.00
U3. Detector Loop Replacement [9 - 12 Loops]	EA	\$ 400.00
U4. Detector Loop Replacement [> 12 Loops]	EA	\$ 400.00
U5. Shop Repair and Calibration of Controller	EA	\$ 250.00
U6. Shop Repair and Calibration of Malfunction Mgmt. Unit	EA	\$ 200.00
U7. Shop Repair and Calibration of Conflict Mgmt. Unit	EA	\$ 200.00
U8. LED Bulb Replacement (All Colors)	EA	\$ 75.00
U9. Paint Signal Head Backing Plate	EA	\$ 45.00
U10. Emergency Call-out minimum charge	EA	\$ 1.00

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting Consultant's indemnification of City, and prior to commencement of the Services, Consultant 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. Consultant 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. Consultant 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 Consultant 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. Consultant 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 Consultant 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. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000.00).

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

Proof of insurance. Consultant 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. Consultant 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 Consultant, his agents, representatives, employees or subconsultants.

Primary/noncontributing. Coverage provided by Consultant 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 Consultant, or City will withhold amounts sufficient to pay premium from Consultant 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 Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of contract provisions (non estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the Agency 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 Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Notice of cancellation. Consultant 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 Consultant'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. Consultant 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 Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant 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. Consultant 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 Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City and Consultant may renegotiate Consultant'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. Consultant shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. Consultant 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: March 26, 2019

From: Bob Lindsey, City Manager

By: Roxanne E. Lerma, Director of Community Services

SUBJECT: CONSIDERATION OF AN AGREEMENT BETWEEN PYRO SPECTACULAR INC. AND THE CITY OF LA PUENTE FOR A PYROTECHNIC DISPLAY FOR THE CITY'S FORTUNATO JIMENEZ INDEPENDENCE DAY CELEBRATION IN THE AMOUNT OF \$19,500

BACKGROUND

The City holds the annual Fortunato Jimenez Independence Day Celebration on July 3rd of every year. As a part of this event, the City displays a free firework show for the community. In preparation for the 2019 show the City intends to contract with Pyro Spectaculars, Inc. to produce the firework show at a cost of \$19,500. Pyro Spectaculars, Inc. is the same pyrotechnic company that has produced this show for more than 18 years.

DISCUSSION

It is the City's intent to continue to use Pyro Spectaculars, Inc. for the 2019 Event. The City has opted to forgo the formal bidding procedures for this contract. In accordance with the City's purchasing ordinance, agreements for professional services may be executed without observing the bidding procedures if the City Manager determines that informal or formal competitive process is unnecessary because a professional services provider is the best provider for a particular agreement based on some or all of these factors: demonstrated competence; qualifications for the types of services to be performed; experience; knowledge of the city due to a long- standing relationship; reasonableness of cost to perform work; or other similar relevant criteria. The services that Pyro is providing fall within these parameters.

Over the years, city staff has experienced a very positive and professional working relationship with Pyro. Pyro is familiar with all aspects of the event including the timing, the security, the fire department regulations and the constraints of the limited shooting area. Pyro typically shoots between 350 to 370 pyrotechnic displays throughout California during the week of 4th of July and are scheduled to shoot shows for some of our neighboring cities including Baldwin Park, Claremont, Pomona, Rosemead, South Gate, Whittier, Chino and Monterey Park. In addition, Pyro can count the 1984 Summer Olympic in Los Angeles, the 1996 Centennial Olympics in Atlanta and the 2002 Winter Olympics in Salt Lake City among their Marquee Events.

FISCAL IMPACT

The City receives an annual contribution from the City of Industry in the amount of \$40,000 for the 3rd of July Firework show. This contribution is earmarked for the Firework show and costs related to the Sheriff Department's deployment.

RECOMMENDATION

It is recommended that the City Council: (1) adopt Resolution No. 19-5477 adopting findings to dispense with the competitive bidding process; (2) approve the Agreement with Pyro Spectaculars, Inc. in the amount of \$19,500; and (3) authorize the City Manager to execute the Agreement on behalf of the City.

ATTACHMENTS

Attachment "A": Resolution No. 19-5477
Attachment "B": Pyrotechnic Agreement

RESOLUTION NO. 19-5477

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF LA PUENTE, CALIFORNIA, ADOPTING FINDINGS
TO DISPENSE WITH THE OPEN MARKET PROCEDURES
AND APPROVING A PROFESSIONAL SERVICES
AGREEMENT BETWEEN THE CITY AND PYRO
SPECTACULARS, INC. FOR A PYROTECHNIC DISPLAY
FOR THE CITY'S FORTUNATO JIMENEZ
INDEPENDENCE DAY CELEBRATION**

WHEREAS, the City has adopted a purchasing system to establish efficient procedures for the purchase of equipment and professional services, to ensure that services are delivered at the lowest possible cost commensurate with the quality needed, and to assure the quality of purchases; and

WHEREAS, pursuant to Section 2.20.070, for those purchases having an estimated value of more than One Thousand (\$1,000.00), but less than twenty-five thousand dollars (\$25,000.00), firm quotes either received in writing or taken verbally but confirmed in writing, shall be obtained; and

WHEREAS, pursuant to Section 2.20.100 of the City's Municipal Code ("Code"), Agreements for professional services may be executed without observing the bidding procedures if the City Manager determines that informal or formal competitive process is unnecessary because a professional services provider is the best provider for a particular agreement based on some or all of these factors: demonstrated competence; qualifications for the types of services to be performed; experience; knowledge of the city due to a long- standing relationship; reasonableness of cost to perform work; or other similar relevant criteria; and

WHEREAS, the City holds its annual Fortunato Jimenez Independence Day Celebration on July 3rd of every year and as a part of this event, the City displays a free firework show for the community; and

WHEREAS, over the years, city staff has experienced a very positive and professional working relationship with Pyro Spectaculars, Inc. Pyro Spectaculars, Inc., and Pyro Spectaculars Inc., is familiar with all aspects of the event including the timing, the security, the fire department regulations and the constraints of the limited shooting area; and

WHEREAS, given the services provided by Pyro Spectaculars, Inc., the City's purchasing officer has determined that they have demonstrated competence; experienced; knowledgeable of the city due to a long- standing relationship; and have a reasonable cost; and

WHEREAS, given its experience in providing pyrotechnic displays during the week of 4th of July throughout California including the neighboring cities of Baldwin Park, Claremont, Pomona, Rosemead, South Gate, Whittier, Chino and Monterey Park, the City requested a quote from Pyro Spectaculars, Inc. and has determined that the company is capable of providing the City with pyrotechnic services that will meet the City's needs.

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. That pursuant to the findings set forth in the recitals above, which are incorporated herein by reference, the competitive process is unnecessary because Pyro Spectaculars, Inc. has demonstrated competence; are experienced; knowledgeable of the city due to a long- standing relationship; and have a reasonable cost. Therefore it is in the City's best interest to enter into an agreement with Pyro Spectaculars, Inc. for a pyrotechnic display on July 3, 2019.

SECTION 3. That the City Council authorizes the City Manager to execute an agreement with Pyro Spectaculars, Inc. for a pyrotechnic display on July 3, 2019.

SECTION 4. 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 5. 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 26th day of March, 2019, by the following vote:

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

Valerie Munoz, Mayor

ATTEST:

Sheryl Garcia, City Clerk

PYRO
SPECTACULARS
by Souza

March 6, 2019

City of La Puente
Roxanne Lerma
15900 E. Main St.
La Puente, CA 91744

Dear Ms. Lerma,

Pyro Spectaculars, Inc. is happy to provide our pyrotechnic proposal for your July 3, 2019 event. The following proposal outlines your custom designed **Sky Concert™** Program "A" for the amount of \$19,500.00. The various fireworks elements provided are prepared to shoot from La Puente Park for 15 minutes.

Our full service program includes music production and choreography, the services of a licensed pyrotechnic operator, specialized crew, an electronic firing system, and safety equipment used for support and protection. The price also includes insurance coverage, sales tax and delivery. To help ensure public safety, we work directly with the local fire authority while we apply for all the necessary fire department and other fireworks related permits. Our winning combination of products, people and production capabilities help produce the safest fireworks entertainment package possible.

Your organization will be responsible for payment of all Fire Department permit fees and/or standby firemen fees, if any. The Fire Department may bill you directly for any additional standby fees for inspections. Your organization will also be responsible for providing the display location and all necessary security for the display site.

Enclosed you will find a Product Synopsis, Production Agreement for signature and Scope of Work. Please have one copy of this fully executed agreement returned to our office by April 02, 2019 along with deposit.

Please take the time to review this proposal in detail. If you wish to discuss any changes in your program or need more information, please call either myself or your Customer Service Representative Mark Andrade at (909) 355-8120 ext. 219.

Sincerely,

PYRO SPECTACULARS, INC.

Brendan McKenney

Brendan McKenney

PYRO Show Producer

BM/ma

Enclosures

www.pyrospec.com



Pyro Spectaculars, Inc.

ATTACHMENT B

P.O. Box 2329 • Rialto, CA 92377 • Phone: (909) 355-8120 or (888) 477-PYRO • Fax: (909) 355-9813

Product Synopsis • Pyrotechnic Proposal

City of La Puente

PROGRAM A – July 3, 2019

\$19,500.00

Opening

<u>Description</u>	<u>Quantity</u>
◆ 3" Souza Designer Opening Salutes	10 Shots
Total of Opening	10

Main Body - Aerial Shells

<u>Description</u>	<u>Quantity</u>
◆ 3" Souza Designer Selections	150 Shots
◆ 4" Souza Designer Selections	210 Shots
Total of Main Body - Aerial Shells	360

Pyrotechnic Devices

<u>Description</u>	<u>Quantity</u>
◆ Sousa Platinum Line Custom Multishot Device	400 Shots
◆ Sousa Diamond Line Custom Multishot Device	390 Shots
◆ Sousa Emerald Line Custom Multishot Device	120 Shots
◆ Sousa Ruby Line Custom Multishot Device	79 Shots
◆ Sousa Silver Line Custom Multishot Device	38 Shots
Total of Pyrotechnic Devices	1,027

Grand Finale

<u>Description</u>	<u>Quantity</u>
◆ 3" Souza Designer Bombardment Shells	60
◆ 4" Souza Designer Bombardment Shells	90
Total of Grand Finale	150

Grand Total 1,547



PRODUCTION AGREEMENT

This agreement ("Agreement") is made this _____ day of _____, 2019 by and between **Pyro Spectaculars, Inc.**, a California corporation, hereinafter referred to as ("PYRO"), and City of La Puente, hereinafter referred to as ("CLIENT"). PYRO and CLIENT are sometimes referred to as "Party" or collectively as "Parties" herein.

1. **Engagement** - CLIENT hereby engages PYRO to provide to CLIENT one fireworks production ("Production"), and PYRO accepts such engagement upon all of the promises, terms and conditions hereinafter set forth. The Production shall be substantially as outlined in Program "A", attached hereto and incorporated herein by this reference.

1.1 **PYRO Duties** - PYRO shall provide all pyrotechnic equipment, trained pyrotechnicians, shipping, pyrotechnic products, application for specific pyrotechnic permits (the cost of which, including standby fees, shall be paid by CLIENT) relating to the Production, insurance covering the Production and the other things on its part to be performed as more specifically set forth below in this Agreement and in the Scope of Work ("Scope of Work"), attached hereto, incorporated herein by this reference, and made a part of this Agreement as though set forth fully herein.

1.2 **CLIENT Duties** - CLIENT shall provide to PYRO a suitable site ("Site") for the Production, security for the Site as set forth in Paragraph 6 hereof, access to the Site, any permission necessary to utilize the Site for the Production, and the other things on its part to be performed as more specifically set forth below in this Agreement and in the Scope of Work. All Site arrangements are subject to PYRO's reasonable approval as to pyrotechnic safety, suitability, and security. All other conditions of the Site shall be the responsibility of CLIENT, including, but not limited to, access, use, control, parking and general safety with respect to the public, CLIENT personnel and other contractors.

2. **Time and Place** - The Production shall take place on **July 03, 2019**, at approximately **9:00 PM**, at **La Puente Park; 501 N. Glendora Ave., La Puente, CA**, Site.

3. **Fees, Interest, and Expenses** -

3.1 **Fee** - CLIENT agrees to pay PYRO a fee of **\$19,500.00 USD (NINETEEN THOUSAND FIVE HUNDRED DOLLARS)** ("Fee") for the Production. CLIENT shall pay to PYRO **\$9,750.00 USD (NINE THOUSAND SEVEN HUNDRED FIFTY DOLLARS)** of the Fee plus estimated permit and standby fees, specified production costs, and other regulatory costs approximated at **\$00.00 OR an amount to be determined**, for a total of **\$9,750.00**, as a deposit ("Deposit") upon the execution of this Agreement by both parties but no later than **April 02, 2019**. The balance of the Fee shall be paid no later than **July 05, 2019**. CLIENT authorizes PYRO to receive and verify credit and financial information concerning CLIENT from any agency, person or entity including but not limited to credit reporting agencies. The "PRICE FIRM" date, the date by which the executed Agreement must be delivered to Pyro, is set forth in paragraph 20.

3.2 **Interest** - In the event that the Fee is not paid in a timely manner, CLIENT will be responsible for the payment of 1.5% interest per month or 18% annually on the unpaid balance. If litigation arises out of this Agreement, the prevailing party shall be entitled to reasonable costs incurred in connection with the litigation, including, but not limited to attorneys' fees.

3.3 **Expenses** - PYRO shall pay all normal expenses directly related to the Production including freight, insurance as outlined, pyrotechnic products, pyrotechnic equipment, experienced pyrotechnic personnel to set up and discharge the pyrotechnics and those additional items as outlined as PYRO's responsibility in the Scope of Work. CLIENT shall pay all costs related to the Production not supplied by PYRO including, but not limited to, those items outlined as CLIENT's responsibility in this Agreement and Scope of Work.

4. **Proprietary Rights** - PYRO represents and warrants that it owns all copyrights, including performance rights, to this Production, except that PYRO does not own CLIENT-owned material or third-party-owned material that has been included in the Production, and as to such CLIENT-owned and third-party-owned material, CLIENT assumes full responsibility therefore. CLIENT agrees that PYRO shall retain ownership of, and all copyrights and other rights to, the Production, except that PYRO shall not acquire or retain any ownership or other rights in or to CLIENT-owned material and third-party-owned material and shall not be responsible in any way for such material. If applicable, CLIENT consents to the use of CLIENT-owned material and represents that it has or will obtain any permission from appropriate third parties sufficient to authorize public exhibition of any such material in connection with this Production. PYRO reserves the ownership rights in its trade names that are used in or are a product of the Production. Any reproduction by sound, video or other duplication or recording process without the express written permission of PYRO is prohibited.

5. **Safety** - PYRO and CLIENT shall each comply with applicable federal, state and local laws and regulations and employ safety programs and measures consistent with recognized applicable industry standards and practices. At all times before and during the Production, it shall be within PYRO's sole discretion to determine whether or not the Production may be safely discharged or continued. It shall not constitute a breach of this Agreement by PYRO for fireworks to fail or malfunction, or for PYRO to determine that the Production cannot be discharged or continued as a result of any conditions or circumstances affecting safety beyond the reasonable control of PYRO.

6. **Security** - CLIENT shall provide adequate security personnel, barricades, and Police Department services as may be necessary to preclude individuals other than those authorized by PYRO from entering an area to be designated by PYRO as the area for the set-up and discharge of the Production, including a fallout area satisfactory to PYRO where the pyrotechnics may safely rise and any debris may safely fall. PYRO shall have no responsibility for monitoring or controlling CLIENT's other contractors, providers or volunteers; the public; areas to which the public or contractors have access; or any other public or contractor facilities associated with the Production.

7. **Cleanup** - PYRO shall be responsible for the removal of all equipment provided by PYRO and clean up of any live pyrotechnic debris made necessary by PYRO. CLIENT shall be responsible for any other clean up which may be required of the Production or set-up, discharge and fallout areas including any environmental clean-up.

8. **Permits** - PYRO agrees to apply for permits for the firing of pyrotechnics only from the **LOS ANGELES COUNTY FIRE DEPARTMENT**, FAA, and USCG, if required. CLIENT shall be responsible for any fees associated with these permits including standby fees. CLIENT shall be responsible for obtaining any other necessary permits, paying associated fees, and making other appropriate arrangements for Police Departments, other Fire Departments, road closures, event/activity or land use permits or any permission or permit required by any Local, Regional, State or Federal Government.

9. **Insurance** - PYRO shall at all times during the performance of services herein ensure that the following insurance is maintained in connection with PYRO's performance of this Agreement: (1) commercial general liability insurance, including products, completed operations, and contractual liability under this Agreement; (2) automobile liability insurance, (3) workers' compensation insurance and employer liability insurance. Such insurance is to protect CLIENT from claims for bodily injury, including death, personal injury, and from claims of property damage, which may arise from PYRO's performance of this Agreement, only. The types and amounts of coverage shall be as set forth in the Scope of Work. Such insurance shall not include claims which arise from CLIENT's negligence or willful conduct or from failure of CLIENT to perform its obligations under this Agreement, coverage for which shall be provided by CLIENT.

The coverage of these policies shall be subject to reasonable inspection by CLIENT. Certificates of Insurance evidencing the required general liability coverage shall be furnished to CLIENT prior to the rendering of services hereunder and shall include that the following are named as additionally insured: CLIENT; Sponsors, Landowners, Barge Owners, if any; and Permitting Authorities, with respect to the operations of PYRO at the Production. Pyrotechnic subcontractors or providers, if any, not covered under policies of insurance required hereby, shall secure, maintain and provide their own insurance coverage with respect to their respective operations and services.

10. **Indemnification** - PYRO represents and warrants that it is capable of furnishing the necessary experience, personnel, equipment, materials, providers, and expertise to produce the Production in a safe and professional manner. Notwithstanding anything in this Agreement to the contrary, PYRO shall indemnify, hold harmless, and defend CLIENT and the additional insureds from and against any and all claims, actions, damages, liabilities and expenses, including but not limited to, attorney and other professional fees and court costs, in connection with the loss of life, personal injury, and/or damage to property, arising from or out of the Production and the presentation thereof to the extent such are occasioned by any act or omission of PYRO, their officers, agents, contractors, providers, or employees. CLIENT shall indemnify, hold harmless, and defend PYRO from and against any and all claims, actions, damages, liability and expenses, including but not limited to, attorney and other professional fees and court costs in connection with the loss of life, personal injury, and/or damage to property, arising from or out of the Production and the presentation thereof to the extent such are occasioned by any act or omission of CLIENT, its officers, agents, contractors, providers, or employees. In no event shall either party be liable for the consequential damages of the other party.

11. **Limitation of Damages for Ordinary Breach** - Except in the case of bodily injury and property damage as provided in the insurance and indemnification provisions of Paragraphs 9 and 10, above, in the event CLIENT claims that PYRO has breached this Agreement or was otherwise negligent in performing the Production provided for herein, CLIENT shall not be entitled to claim or recover monetary damages from PYRO beyond the amount CLIENT has paid to PYRO under this Agreement, and shall not be entitled to claim or recover any consequential damages from PYRO including, without limitation, damages for loss of income, business or profits.

12. **Force Majeure** - CLIENT agrees to assume the risks of weather, strike, civil unrest, terrorism, military action, governmental action, and any other causes beyond the control of PYRO which may prevent the Production from being safely discharged on the scheduled date, which may cause the cancellation of any event for which CLIENT has purchased the Production, or which may affect or damage such portion of the exhibits as must be placed and exposed a necessary time before the Production. If, for any such reason, PYRO is not reasonably able to safely discharge the Production on the scheduled date, or at the scheduled time, or should any event for which CLIENT has purchased the Production be canceled as a result of such causes, CLIENT may (i) reschedule the Production and pay PYRO such sums as provided in Paragraph 13, or (ii) cancel the Production and pay PYRO such sums as provided in Paragraph 14, based upon when the Production is canceled.

13. **Rescheduling Of Event** - If CLIENT elects to reschedule the Production, PYRO shall be paid the original Fee plus all additional expenses made necessary by rescheduling plus a 15% service fee on such additional expenses. Said expenses will be invoiced separately and payment will be due in full within 5 days of receipt. CLIENT and PYRO shall agree upon the rescheduled date taking into consideration availability of permits, materials, equipment, transportation and labor. The Production shall be rescheduled for a date not more than 90 Days subsequent to the date first set for the Production. The Production shall not be rescheduled to a date, or for an event, that historically has involved a fireworks production. The Production shall not be rescheduled between June 15th and July 15th unless the original date was July 4th of that same year, or between December 15th and January 15th unless the original date was December 31st of the earlier year unless PYRO agrees that such rescheduling will not adversely affect normal business operations during those periods.

14. **Right To Cancel** - CLIENT shall have the option to unilaterally cancel the Production prior to the scheduled date. If CLIENT exercises this option, CLIENT agrees to pay to PYRO, as liquidated damages, the following percentages of the Fee as set forth in Paragraph 3.1. 1) 50% if cancellation occurs 30 to 90 days prior to the scheduled date, 2) 75% if cancellation occurs 15 to 29 days prior to the scheduled date, 3) 100% thereafter. In the event CLIENT cancels the Production, it will be impractical or extremely difficult to fix actual amount of PYRO's damages. The foregoing represents a reasonable estimate of the damages PYRO will suffer if CLIENT cancels the Production.

15. **No Joint Venture** - It is agreed, nothing in this Agreement or in PYRO's performance of the Production shall be construed as forming a partnership or joint venture between CLIENT and PYRO. PYRO shall be and is an independent contractor with CLIENT and not an employee of CLIENT. The Parties hereto shall be severally responsible for their own separate debts and obligations and neither Party shall be held responsible for any agreements or obligations not expressly provided for herein.

16. **Applicable Law** - This Agreement and the rights and obligations of the Parties hereunder shall be construed in accordance with the laws of California. It is further agreed that the Central Judicial District of San Bernardino County, California, shall be proper venue for any such action. In the event that the scope of the Production is reduced by authorities having jurisdiction or by either Party for safety concerns, the full dollar amounts outlined in this Agreement are enforceable.

17. **Notices** - Any Notice to the Parties permitted or required under this Agreement may be given by mailing such Notice in the United States Mail, postage prepaid, first class, addressed as follows: PYRO - Pyro Spectaculars, Inc., P.O. Box 2329, Rialto, California, 92377, or for overnight delivery to 3196 N. Locust Avenue, Rialto, California 92377. CLIENT - City of La Puente; 15900 E. Main St., La Puente, CA 91744.

Pyro Spectaculars, Inc.
P.O. Box 2329
Rialto, CA 92377
Tel: 909-355-8120 :: Fax: 909-355-9813

City of La Puente
Program A
July 03, 2019
Page 3 of 4

18. **Modification of Terms** – All terms of the Agreement are in writing and may only be modified by written agreement of both Parties hereto. Both Parties acknowledge they have received a copy of said written Agreement and agree to be bound by said terms of written Agreement only.

19. **Severability** – If there is more than one CLIENT, they shall be jointly and severally responsible to perform CLIENT's obligations under this Agreement. This Agreement shall become effective after it is executed and accepted by CLIENT and after it is executed and accepted by PYRO at PYRO's offices in Rialto, California. This Agreement may be executed in several counterparts, including faxed and emailed copies, each one of which shall be deemed an original against the Party executing same. This Agreement shall be binding upon the Parties hereto and upon their heirs, successors, executors, administrators and assigns.

20. **Price Firm** – If any changes or alterations are made by CLIENT to this Agreement or if this Agreement is not executed by CLIENT and delivered to PYRO on or before the PRICE FIRM date shown below, then the price, date, and scope of the Production are subject to review and acceptance by PYRO for a period of 15 days following delivery to PYRO of the executed Agreement. In the event it is not accepted by PYRO, PYRO shall give CLIENT written notice, and this Agreement shall be void.

PRICE FIRM through April 02, 2019
EXECUTED AGREEMENT MUST BE DELIVERED TO PYRO BY THIS DATE.
See PRICE FIRM conditions, paragraph 20, above.

EXECUTED as of the date first written above:

PYRO SPECTACULARS, INC.

City of La Puente

By: 

Its: President

By: _____

Its: _____

Print Name

SHOW PRODUCER: **Brendan McKenney**

SCOPE OF WORK
PYRO SPECTACULARS, INC. ("PYRO")
and
City of La Puente ("CLIENT")

Pyro shall provide the following goods and services to CLIENT:

- One Pyro Spectaculars, Inc., Production on July 03, 2019, at approximately 9:00 PM at La Puente Park; 501 N. Glendora Ave., La Puente, CA.
- All pyrotechnic equipment, trained pyrotechnicians, shipping, and pyrotechnic product.
- Application for specific pyrotechnic permits relating to the Production.
- Musical soundtrack for the Production supplied in agreed upon format.
- Insurance covering the Production as set forth in the Agreement with the following limits:

<u>Insurance Requirements</u>	<u>Limits</u>	
<u>Commercial General Liability</u>	\$1,000,000.00	Combined Single Limit- Each Occurrence (Bodily Injury & Property Damage)
<u>Business Auto Liability- Owned, Non-Owned and Hired Autos</u>	\$5,000,000.00	Combined Single Limit- Each Occurrence (Bodily Injury & Property Damage)
<u>Workers' Compensation</u>	Statutory	
<u>Employer Liability</u>	\$1,000,000	Per Occurrence

CLIENT shall provide to PYRO the following goods and services:

- All on-site labor costs, if any, not provided or performed by PYRO personnel including, but not limited to, local union requirements, all Site security, Police and Fire Dept. standby personnel, stagehands, electricians, audio and fire control monitors, carpenters, plumbers, clean-up crew. All these additional personnel and services shall be fully insured and the sole responsibility of CLIENT.
- Coordination and any applicable non-pyrotechnic permitting with the local, state or federal government that may hold authority within the Production.
- Costs of all permits required for the presentation of the Production and the event as a whole.
- Provision of a Safety Zone in accordance with applicable standards and all requirements of the authorities having jurisdiction throughout the entire time that the pyrotechnics are at the Site or the load site (if different) on the date of the Production and all set-up and load-out dates, including water security to keep unauthorized people, boats, etc. from entering the Safety Zone.
- A professional grade Audio System including all necessary equipment, installation of such equipment and trained audio engineers for operation based on audio and communications requirements provided by PYRO.
- General Services including, but not limited to, Site and audience security, fencing, adequate work light, dumpster accessibility, a secure office for PYRO personnel within the venue, secure parking for PYRO vehicles, access to washrooms, tents, equipment storage, hazmat storage, electrical power, fire suppression equipment, access to worksites, necessary credentialing, etc., will be required as necessary.