



AGENDA
REGULAR MEETING OF
LA PUENTE CITY COUNCIL AND SUCCESSOR AGENCY
COUNCIL CHAMBERS
15900 EAST MAIN STREET, LA PUENTE
JANUARY 28, 2020
7:00 P.M. REGULAR SESSION

CALL TO ORDER

ROLL CALL

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

PLEDGE OF ALLEGIANCE

PRESENTATIONS

Introduction of LEAD Students Attending the City Council Meeting

Presentation by HdL Companies Regarding Property Tax Revenue Basics and City Growth Trends

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	Klinakis/Holloway	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	Klinakis/Lewis	When Necessary	6:30 p.m.
San Gabriel Valley COG	Holloway/Munoz	3 rd Thursday	6:00 p.m.
Southern California JPIA	Solis/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 MEETINGS OF JANUARY 9 AND JANUARY 14, 2020

Staff Recommendation: It is recommended that the City Council and Successor Agency waive the reading and approve the Minutes of the City Council and Successor Agency meeting of January 9 and January 14, 2020.

B. PUBLIC HEARINGS BEFORE THE CITY COUNCIL

B-1 CONSIDERATION OF A RESOLUTION APPROVING THE CITY'S COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR FISCAL YEAR 2020-21 (CONTINUED)

Staff Recommendation: It is recommended that the City Council: (1) open the public hearing and take public testimony; and (2) adopt Resolution No. 20-5529 authorizing the City's CDBG Program for Fiscal Year 2020-21.

C. UNFINISHED BUSINESS OF THE CITY COUNCIL

C-1 PRESENTATION REGARDING THE ALTERNATE LOCATION FOR THE YOUTH COALITION CARNIVAL

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

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. 1485

Staff Recommendation: It is recommended that the City Council and Successor Agency adopt Resolution No. 20-5533 approving Warrant Register No. 1485.

D-2 PRESENTATION OF OCTOBER, NOVEMBER, AND DECEMBER 2019 INVESTMENT REPORTS

Staff Recommendation: It is recommended that the City Council receive and file these reports.

D-3 PRESENTATION OF DECEMBER 2019 REQUISITION SUMMARY REPORT

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

D-4 CONSIDERATION OF A PROFESSIONAL SERVICES AGREEMENT WITH VAN LANT & FANKHANEL, LLP FOR AUDITING SERVICES IN THE AMOUNT OF \$87,900

Staff Recommendation: It is recommended that the City Council: (1) approve the Agreement with Van Lant & Fankhanel, LLP for auditing services in the amount of \$87,900; and (2) authorize the City Manager to execute the Agreement on behalf of the City.

D-5 CONSIDERATION OF AWARD OF CONSTRUCTION CONTRACT TO LEONIDA BUILDERS FOR THE SEWER AND PARK IMPROVEMENT PROJECT IN THE AMOUNT OF \$1,648,031.50

Staff Recommendation: It is recommended that the City Council: (1) award the contract to Leonida Builders, Inc. in the amount of \$1,648,031.50; (2) authorize the City Manager to execute the Agreement and approve change orders up to 10% of the original bid amount; and (3) authorize the appropriation of \$1,594,000 of Sewer Funds, \$86,000 of Lighting and Landscape Funds, and \$83,000 of General Fund, from available fund balances.

- D-6 CONSIDERATION OF A PURCHASE ORDER CONTRACT WITH MUSCO SPORTS LIGHTING, LLC FOR THE PURCHASE OF 15 LIGHT POLES INCLUDING THE CONCRETE PIERS, FIXTURES, AND LIGHTING CONTROLS TO BE INSTALLED AT LA PUENTE PARK IN THE AMOUNT OF \$730,000

Staff Recommendation: I It is recommended that the City Council: (1) approve the purchase order contract with Musco Sports Lighting, LLC for the purchase of 15 light poles including the concrete piers, fixtures, and lighting controls to be installed at La Puente Park in the amount of \$730,000; (2) approve the installation in an amount not to exceed \$120,000; and (3) authorize the City Manager to execute, on behalf of the City, all documents necessary to effectuate this action.

- D-7 CONSIDERATION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND THE SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS FOR THE LA PUENTE SAFE ROUTES TO SCHOOL MASTER PLAN PROJECT

Staff Recommendation: It is recommended that the City Council: (1) approve the Memorandum of Understanding with the Southern California Association of Governments; and (2) authorize the City Manager to execute the Agreement on behalf of the City.

- D-8 CONSIDERATION OF A RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE STATE OF CALIFORNIA FOR 2020 CALHOME PROGRAM GRANT FUNDS

Staff Recommendation: It is recommended that the City Council adopt Resolution No. 20-5534 authorizing the submittal of an application for CalHome Program funds in the amount of \$600,000.

- D-9 CONSIDERATION OF AWARD OF BID TO SPOHN RANCH, INC. FOR THE SKATE PARK AND BASKETBALL COURT CONSTRUCTION PROJECT IN THE AMOUNT OF \$1,049,769.23

Staff Recommendation: It is recommended that the City Council: (1) award the contract to Spohn Ranch, Inc. in the amount of \$1,049,769.23; and (2) authorize the City Manager to execute the Agreement and approve change orders up to 10% of the original bid amount.

- D-10 CONSIDERATION OF A RESOLUTION RESCINDING RESOLUTION NO. 19-5526 AND AMENDING THE COMPREHENSIVE PERSONNEL SYSTEM FOR FULL-TIME POSITIONS TO CHANGE ONE OF THE COMMUNITY SERVICE COORDINATORS POSITIONS TO A COMMUNITY SERVICE SUPERVISOR POSITION

Staff Recommendation: It is recommended that the City Council adopt Resolution No. 20-5535 rescinding Resolution No. 19-5526 and approving authorized full-time positions and salary ranges.

E. NEW BUSINESS TO BE CONSIDERED BY THE CITY COUNCIL

E-1 CONSIDERATION OF APPOINTMENTS TO THE LA PUENTE COMMUNITY FOUNDATION

Staff Recommendation: It is recommended that the City Council: (1) make appointments to the La Puente Community Foundation; or (2) provide direction to staff appointments.

E-2 UPDATE AND DIRECTION REGARDING THE CITY'S COMMUNICATIONS PLAN (MAYOR PRO TEM LEWIS)

Staff Recommendation: It is recommended that the City Council discuss the City's communications plan and provide direction to Staff.

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. Code Enforcement	Klinakis/Lewis
2. La Puente Park Master Plan and Youth Program Oversight	Munoz/Lewis
3. Military Banner Recognition Program	Munoz/Solis
4. Comprehensive Fee Schedule	Klinakis/Solis
5. Communications	Holloway/Lewis
6. Electronic Billboards	Klinakis/Holloway
7. Education and Puente Pride Commissions	Holloway/Solis
8. Park Ordinance Oversight	Klinakis/Lewis

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.lapuate.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 23rd day of January, 2020.



Sheryl Garcia, City Clerk

MINUTES
LA PUENTE CITY COUNCIL AND SUCCESSOR AGENCY
SPECIAL MEETING OF
JANUARY 9, 2020

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 Special 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 Thursday, January 9, 2020, at 7:00 p.m.

CALL TO ORDER

Mayor Klinakis called the meeting to order at 7:01 p.m.

ROLL CALL

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

Members absent: None.

Staff members present: City Manager Bob Lindsey, City Attorney Jamie Casso, Director of Administrative Services Troy Grunklee, Director of Development Services John Di Mario, Principal Accountant Alex Merkel-Medina, and Management Assistant Cece Dunlap.

PLEDGE OF ALLEGIANCE

Mayor Klinakis led the Pledge of Allegiance.

ORAL COMMUNICATIONS – None

SM-1 DISCUSSION AND UPDATE REGARDING LAW ENFORCEMENT

Captain Bobby Wyche of the Los Angeles County Sheriff's Department presented a PowerPoint and gave an update regarding public safety within La Puente. He provided sources of information and additional resources.

Discussion ensued regarding gang-related activities, gang injunction and propositions for the November 3, 2020 election.

In response to inquiries from members of the public, Captain Wyche and City Manager Lindsey spoke about homelessness, mental health services, and different city's approaches to homelessness.

Discussion further ensued regarding Measure H and LA County's efforts to combat homelessness.

La Puente resident Frank Sanchez thanked the Sherriff's Department for their work and encouraged residents to do their part in making the City a better place to live.

In response to an inquiry regarding rent control by Socorro Ramos, Mayor Klinakis stated that the topic will be brought back at a future City Council Meeting.

ADJOURNMENT

There being no further business before the City Council, Mayor Klinakis adjourned the meeting at 8:21 p.m.

Approved this 28th day of January, 2020.

Sheryl Garcia
City Clerk

Charlie Klinakis
Mayor/Chair

MINUTES
LA PUENTE CITY COUNCIL AND SUCCESSOR AGENCY
REGULAR MEETING OF
JANUARY 14, 2020

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.lapuate.org.

A 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, January 14, 2020, at 7:00 p.m.

7:00 P.M. AGENDA
OPEN SESSION

CALL TO ORDER

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

ROLL CALL

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

Members absent: None.

Staff members present: City Manager Bob Lindsey, City Attorney Jamie Casso, Director of Administrative Services Troy Grunklee, Director of Development Services John Di Mario, City Clerk Sheryl Garcia, Director of Community Services Roxanne Lerma, Principal Accountant Alex Merkel-Medina, Management Assistant Cece Dunlap and Consultant Jim Guerra.

PLEDGE OF ALLEGIANCE

Maechelle Brown, Workman Elementary School Teacher, led the Pledge of Allegiance.

PRESENTATIONS

Maria Nicasio, Workman Elementary School Student, spoke regarding the City Council Reorganization, welcomed Mayor Charlie Klinakis, and spoke regarding Council Member Munoz's previous term as mayor.

Lennox Freyre, Sunset Elementary School Student, spoke regarding Youth in Government day where students shadow city officials; artist spotlight of the month at his school; and inquired regarding the importance of the San Gabriel Valley Mosquito & Vector Control District. In response to his inquiry, Council Member Holloway provided an explanation of the importance of the San Gabriel Valley Mosquito & Vector Control District.

ORAL COMMUNICATIONS

Samuel Marin, president of La Puente National Little League, inquired regarding the timeframe of the La Puente Park renovation. City Manager Lindsey noted that updates will be available in the following weeks.

John Marinakis spoke regarding the advertisement of City Council Special Meetings, and inquired about street parking on street sweeping days.

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 NOVEMBER 12, DECEMBER 6, DECEMBER 10 AND DECEMBER 19, 2019

A motion was made by Council Member Munoz, seconded by Mayor Pro Tem Lewis, to waive the reading and approve the minutes of the City Council and Successor Agency meetings of November 12, December 6, December 10 and December 19, 2019. The motion carried by the following roll call vote:

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

B. PUBLIC HEARINGS BEFORE THE CITY COUNCIL

B-1 CONSIDERATION OF A RESOLUTION APPROVING THE CITY'S COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR FISCAL YEAR 2020-21

Director of Development Services Di Mario provided a staff report regarding funding levels for the City's CDBG Program for Fiscal Year 2020-21. He recommended continuing to fund the three identified programs: senior services, housing rehabilitation, and code enforcement.

Mayor Klinakis opened the public hearing at 7:26 p.m. Direction was given to bring this item back to the City Council at its January 28, 2019, meeting.

Mayor Pro Tem Lewis requested Staff to provide current expenditures and future projections for unprogrammed funds for the Code Enforcement department when the item is brought back.

B-2 CONSIDERATION OF ORDINANCE NO. 20-967 ADOPTING BY REFERENCE THE CALIFORNIA BUILDING STANDARDS CODE 2019 AND OTHER RELATED CODES AND ADOPTING LOCAL AMENDMENTS THERETO, AND MAKING FINDINGS FOR SAME

Director of Development Services Di Mario provided a staff report on the non-urgency ordinance regarding incorporating the updated Los Angeles County Building Code.

Mayor Klinakis opened the public hearing at 7:30 p.m. There being no members of the public wishing to speak, Mayor Klinakis closed the public hearing at 7:31 p.m.

A motion was made by Mayor Klinakis, seconded by Council Member Munoz, to (1) adopt Ordinance No. 20-967 Adopting By Reference, Pursuant To Government Code Section 50022.2, Title 26 Of The Los Angeles County Building Code, Incorporating By Reference The California Building Code 2019 Edition; Title 28 Of The Los Angeles County Plumbing Code Incorporating By Reference The California Plumbing Code 2019 Edition; Title 27 Of The Los Angeles County Electrical Code, Incorporating By Reference The California Electrical Code 2019 Edition; Title 29 Of The Los Angeles County Mechanical Code, Incorporating By Reference The California Mechanical Code 2019 Edition; Title 30 Of The Los Angeles County Residential Code, Incorporating By Reference The California Residential Code 2019 Edition; Title 31 Of The Los Angeles County Green Building Standards Code, Incorporating By Reference The California Green Building Code 2019 Edition; Title 33 Of The Los Angeles County Existing Building Code; Incorporating By Reference The California Existing Building Code; And Adopting Local Amendments Thereto, And Making Findings For Same; and (2) adopt the Notice of Exemption. The motion carried by the following roll call vote:

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

C. UNFINISHED BUSINESS OF THE CITY COUNCIL – None

D. CITY COUNCIL AND SUCCESSOR AGENCY CONSENT CALENDAR

A motion was made by Council Member Solis, seconded by Council Member Munoz, to approve Consent Calendar Items D-1 through D-4. The motion carried by the following roll call vote:

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

D-1 CONSIDERATION OF A RESOLUTION APPROVING WARRANT REGISTER NO. 1484

Action taken: The City Council and Successor Agency adopted Resolution No. 20-5530 approving Warrant Register No. 1484.

D-2 CONSIDERATION OF: (1) A RESOLUTION APPROVING A RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS) COVERING THE PERIOD OF JULY 1, 2020 THROUGH JUNE 30, 2021; AND (2) A RESOLUTION APPROVING AN ADMINISTRATIVE BUDGET FOR THE SUCCESSOR AGENCY

Action taken: The Successor Agency: (1) adopted Resolution No. SA 20-97 approving the ROPS 20-21 for the fiscal period commencing on July 1, 2020 and ending on June 30, 2021; and (2) adopted Resolution No. SA 20-98 approving the Successor Agency's Administrative Budget pursuant to Health and Safety Code Section 34177.

D-3 PRESENTATION OF THE CITY'S COMPREHENSIVE ANNUAL FINANCIAL REPORT AND SINGLE AUDIT REPORT FOR FISCAL YEAR ENDED JUNE 30, 2019

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

D-4 CONSIDERATION OF A RESOLUTION RESCINDING RESOLUTION NO. 19-5493 AND AMENDING THE COMPREHENSIVE PERSONNEL SYSTEM AND ESTABLISHING AUTHORIZED PART-TIME POSITIONS AND HOURLY RATES FOR CITY EMPLOYEES

Action taken: The City Council adopted Resolution No. 20-5531 rescinding Resolution No. 19-5493 and approving authorized part-time positions and salary ranges.

E. NEW BUSINESS TO BE CONSIDERED BY THE CITY COUNCIL

E-1 CONSIDERATION OF: (1) APPOINTMENTS TO REGIONAL BOARDS; AND (2) A RESOLUTION APPOINTING SPECIFIC REPRESENTATIVES TO THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS

Mayor Klinakis made the following appointments to regional boards, commissions and committees:

Council Member Solis as the delegate and Council Member Munoz as the alternate to the California Contract Cities Association.

Mayor Klinakis as the delegate and Council Member Holloway as the alternate to Sanitation Districts 15 and 21.

Council Member Solis as the delegate and Mayor Pro Tem Lewis as the alternate to the League of California Cities.

Mayor Klinakis as the delegate and Mayor Pro Tem Lewis as the alternate to the City Selection Committee.

Council Member Holloway as the delegate and Council Member Munoz as the alternate to the San Gabriel Valley Council of Governments.

Council Member Solis as the delegate and Mayor Klinakis, Mayor Pro Tem Lewis, Council Member Holloway, and Council Member Munoz as the alternates to the Southern California Joint Powers Insurance Authority.

Council Member Munoz as the delegate and Mayor Pro Tem Lewis as the alternate to the Foothill Transit Governing Board.

Council Member Holloway as the delegate to the San Gabriel Valley Mosquito & Vector Control District.

A motion was made by Mayor Pro Tem Lewis, seconded by Council Member Solis, to adopt Resolution No. 20-5532 Appointing Specific Representatives to the San Gabriel Valley Council of Governments. The motion carried by the following roll call vote:

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

E-2 CONSIDERATION OF APPOINTMENTS OF CITY COUNCIL MEMBERS TO AD HOC COMMITTEES

Mayor Klinakis established the following ad hoc committees:

Mayor Klinakis disbanded the Landscape & Lighting District ad hoc committee.

Mayor Klinakis and Mayor Pro Tem Lewis would serve on the Code Enforcement ad hoc committee.

Mayor Pro Tem Lewis and Council Member Munoz would serve on the La Puente Park Master Plan and Youth Program Oversight ad hoc committee.

Council Member Munoz and Council Member Solis would serve on the Military Banner Recognition Program ad hoc committee.

Mayor Klinakis disbanded the Grant Writing ad hoc committee.

Mayor Klinakis disbanded the Traffic Sign Inventory and Revitalization ad hoc committee.

Mayor Klinakis disbanded the Noise Ordinance ad hoc committee.

Mayor Klinakis and Council Member Solis would serve on the Comprehensive Fee Schedule ad hoc committee.

Mayor Pro Tem Lewis and Council Member Holloway would serve on the Communications ad hoc committee.

Mayor Klinakis and Council Member Holloway would serve on the Electronic Billboard ad hoc committee.

Council Member Holloway and Council Member Solis would serve on the Education and Puente Pride Commissions ad hoc committee.

Mayor Klinakis and Mayor Pro Tem Lewis would serve on the Park Ordinance Oversight ad hoc committee.

E-3 PRESENTATION REGARDING THE COMMUNITY SERVICES DEPARTMENT EVENTS AND ACTIVITIES

Community Services Leader Rosalia Maris Arias provided a quarterly update on the Community Services Department events and activities.

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

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: Nothing to report.

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: Mayor Pro Tem Lewis reported that the ad hoc committee met and discussed ongoing marketing and social media. She noted that the item will be brought back at a future City Council meeting.

Electronic Billboards: Council Member Holloway reported that the ad hoc committee met with the electronic billboard contractor regarding core samples.

Education and Puente Pride Commissions: Nothing to report.

Park Ordinance Oversight: Nothing to report.

AB 1234 REPORTS – None.

ORAL COMMENTS FROM COUNCIL

Mayor Klinakis asked for clarification regarding a letter that was mailed to residents regarding plumbing with the La Puente logo on it. City Manager Lindsey noted that the vendor had been notified to cease using the City's logo.

Council Member Holloway reported that he attended the funeral of Josie Martinez.

ORAL COMMENTS FROM STAFF

City Manager Lindsey reported that Maintenance Staff filled potholes on Valley Boulevard and he thanked the Sheriff's Department for their assistance.

ADJOURNMENT

There being no further business before the City Council, Mayor Klinakis adjourned the meeting at 8:00 p.m.

Approved this 28th day of January, 2020.

Sheryl Garcia
City Clerk

Charlie Klinakis
Mayor/Chair



City of La Puente AGENDA REPORT

To: Mayor and City Council For meeting of: January 28, 2020

From: Bob Lindsey, City Manager

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

SUBJECT: CONTINUED PUBLIC HEARING - CONSIDERATION OF A RESOLUTION
APPROVING THE CITY'S COMMUNITY DEVELOPMENT BLOCK GRANT
PROGRAM FOR FISCAL YEAR 2020-21

BACKGROUND

The primary national objectives of the Federal Community Development Block Grant ("CDBG") program are to undertake activities that benefit low- and moderate-income persons and/or eliminate slum and blight conditions in the City. The program requires that at least 70 percent of the program funds be spent on activities that benefit low- and moderate-income persons.

The Federal Department of Housing and Urban Development ("HUD") promulgates the funds and regulations for the CDBG program. Cities with populations below 50,000 do not receive funding directly from HUD, but instead participate through the Los Angeles Urban County Program. For La Puente, the City receives its CDBG funds as a "participating city" through the Los Angeles County Development Authority ("LACDA").

LACDA has notified the City that the estimated CDBG allocation for Fiscal Year (FY) 2020-21 will be \$348,344. Each City's allocation is based on a formula that factors in the City's population, poverty level, and overcrowding percentage. The allocation for FY 2019-2020 was \$352,412. The allocation amount may change slightly when the final figures are announced by HUD later this spring.

The City Council is required to hold a public hearing to solicit input from the community for the use of CDBG funds for FY 2020-21. A resolution approving the City's use of the funds must be submitted to LACDA by February 3, 2020. The funds become available to be expended on the intended activities beginning on July 1, 2020.

PUBLIC HEARING NOTICE

A notice of the public hearing was posted on December 20, 2019, in three (3) public places as required by HUD and the City's municipal code. At the January 14, 2020, City Council meeting,

the City Council opened the public hearing and continued the hearing to the meeting of January 28, 2020.

ONGOING PROJECTS

For the FY 2020-21 program year, Staff is proposing the continuation of the City's three (3) current year and regular on-going projects. A description of each of the projects is provided below.

Public Services

Public Service Activities are programs that undertake social activities, such as family counseling, health care, senior citizen services, and day care activities. Historically, the public service expenditure was not to exceed 15 percent (15%) of the City's annual CDBG allocation. For FY 2020-21 LACDA has authorized the participating cities to utilize up to twenty percent (20%) percent for public service activities which results in the amount of \$69,668. Currently, all CDBG public service funds are being used for staffing at the Senior Center facility to provide services and activities for seniors.

Housing Rehabilitation

This program offers grants to rehabilitate single family homes that are owned and occupied by low- and moderate-income households. Approximately 1,488 homes have been improved since the program began in 1979.

Grants of up to \$12,000 are offered, with \$5,000 of this amount reserved for testing, abatement, and clearance monitoring of asbestos and/or lead, if necessary, with \$7,000.00 directed towards improvements to the property. For more substantial repairs, eligible applicants can also receive a zero (0%) percent interest deferred loan of up to \$37,790.00 through the City's separately funded Cal-Home loan program.

Based on the City's FY 2020-21 allocation; Staff recommends that the Housing Rehabilitation Program be budgeted at \$172,800. Based on this funding, it is anticipated that 12 grants will be completed during the 2020-21 fiscal year.

Code Enforcement

This program would continue to fund Code Enforcement personnel activities in low- and moderate-income residential areas of the City to identify property maintenance and code violations. The Code Enforcement division works with the property owners and/or residents to correct the violations. Code Enforcement staff will refer those property owners who may be income eligible to the Housing Rehabilitation Program for improvements to the property. Staff recommends that funding for FY 2020-21 be set at \$105,875. Staff is also recommending utilizing \$114,125 in un-programmed funds from loan repayments and unspent funds from the previous fiscal year for a total of \$220,000 for FY 2020-21. This is based on the number and area of low- and moderate-income block groups as a percentage of the entire City and the cases

developed from those areas, an allocation of \$220,000 to fund these Code Enforcement services is appropriate.

FY 2020-21 CDBG PROJECTS SUMMARY

Staff is seeking City Council's approval of the recommended FY 2020-21 CDBG projects as discussed above and summarized in the funding table below:

<u>Project Title</u>	<u>Funding Amount</u>
Public Service/Senior Services	\$ 69,668.00*
Housing Rehabilitation	172,800.00
Code Enforcement	<u>105,875.00**</u>
FY 2020-21 ANNUAL ALLOCATION	\$ 348,343.00
Un-Programmed Funds	<u><u>114,125.00**</u></u>
GRAND TOTAL	\$ 462,468.00

*Maximum amount limited to 20% of total CDBG Annual allocation

**\$114,125 of un-programmed funds will also be programmed to the Code Enforcement Program

The attached resolution has been prepared which includes the recommended funding amounts as listed above by project name.

FISCAL IMPACT

There is no impact to the current 2019-20 Fiscal Year budget. As part of the budget planning process for the 2020-21 Fiscal Year, CDBG funding will be budgeted for the three projects in the amounts listed in the table above.

RECOMMENDATION

It is recommended that the City Council: (1) open the public hearing and take public testimony; and (2) adopt Resolution No. 20-5529 authorizing the City's CDBG Program for Fiscal Year 2020-21.

ATTACHMENTS

Attachment "A": Resolution No. 20-5529

RESOLUTION NO. 20-5529

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF LA PUENTE, CALIFORNIA, APPROVING THE CITY'S
COMMUNITY DEVELOPMENT BLOCK GRANT
PROGRAM FOR FISCAL YEAR 2020-21**

WHEREAS, on August 22, 1974, the President of the United States signed into law the Housing and Community Development Act of 1974 ("Act"); and

WHEREAS, the primary goals of Title I of the Act are the development of viable urban communities by providing decent housing and a suitable living environment, and expanding economic opportunities, principally for persons of low- and moderate-income; and

WHEREAS, the City of La Puente has received notification of the availability of \$348,344 in Federal Community Development Block Grant (CDBG) funds to further the attainment of these goals during Fiscal Year 2020-21; and

WHEREAS, suggestions have been requested from City departments for the utilization of these funds; and

WHEREAS, the City has published information and solicited comments regarding eligible activities under the Act and has conducted a public hearing to solicit comments and suggestions from the community for the utilization of these funds.

**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 the City allocates its available Community Development Block Grant funds for the following purposes:

1. Public Service/Senior Services	\$ 69,668.00
2. Housing Rehabilitation	172,800.00
3. Code Enforcement	<u>105,875.00*</u>
FY 2020-21 ANNUAL ALLOCATION	\$ 348,343.00
4. Un-Programmed Funds	<u><u>114,125.00*</u></u>
GRAND TOTAL	\$462,468.00

*\$114,125 of un-programmed funds will be programmed to the Code Enforcement Program.

SECTION 3. That the City Manager is authorized and directed to submit the City's final Program Planning Summary for Fiscal Year 2020-21 to the County of Los Angeles, reflecting the funding allocations set forth herein.

SECTION 4. The City Manager and/or his designee is authorized to adjust the program budget as necessary to take into account the final CDBG allocation and any amounts remaining unspent at the close of the fiscal year, including any unallocated amounts from prior years.

SECTION 5. That the City Manager and/or his designee is authorized to execute the contractual and related documents prepared by the County of Los Angeles that are required for the implementation of the projects/programs set forth herein.

SECTION 6. 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 7. 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 28th day of January, 2020, by the following vote:

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

Charlie Klinakis, Mayor

ATTEST:

Sheryl Garcia, City Clerk



City of La Puente AGENDA REPORT

To: Mayor and City Council For meeting of: January 28, 2020

From: Bob Lindsey, City Manager

By: Roxanne E. Lerma, Director of Community Services

SUBJECT: PRESENTATION REGARDING THE ALTERNATE LOCATION FOR THE YOUTH COALITION CARNIVAL

BACKGROUND/DISCUSSION

At its meeting of November 12, 2019, the City Council approved a fee waiver for the La Puente Youth Coalition to conduct their annual carnival at La Puente Park from Thursday, March 26, 2020 through Sunday, March 29, 2020. The City Council approved the fee waiver contingent upon the La Puente Park field modernization project. City Council directed staff to work with the Youth Coalition to identify alternative locations for the carnival.

The Community Services Department will provide a presentation on the alternate location that was identified by the Youth Coalition and the carnival operator.

FISCAL IMPACT

The City Council previously adopted Resolution No. 19-5224 approving a request for fee waiver in the amount of \$8,997.00 for the event. \$5,547.00 of the fee waiver is attributable to insurance and event security, which are general fund expenditures. The alternate location will not have any additional fiscal impact.

RECOMMENDATION

It is recommended that the City Council receive and file the presentation.

ATTACHMENTS

None.

RESOLUTION NO. 20-5533

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF LA PUENTE ALLOWING CERTAIN CLAIMS AND
DEMANDS IN THE AMOUNT OF \$289,530.05 (WARRANT
REGISTER 1485)**

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, CPA
Director of Administrative Services

SECTION 2: That the following claims and demands numbered 2884 through 2967 and Drafts numbered 00819 through 00825 and ACH number 158 except for voided warrant 2891 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 28th day of January, 2020, by the following vote:

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

Charlie Klinakis, Mayor

ATTEST:

Sheryl Garcia, City Clerk



City of La Puente

Check Register Report

By Payment Number

Payment Dates 01/06/2020 - 01/17/2020

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
158	1/10/2020 IS463009	ALTALANG LANGUAGE TESTING	ALTA LANGUAGE SERVICES, INC.	100-1135-53406	110.00 110.00
2884	1/10/2020 INV0004640	MERALE CENSUS MTG REIM - MEDINA	ALEXANDER MEDINA MERKEL	100-1130-53972	26.95 26.95
2885	1/10/2020 0132121 0132121	AMERLE ALS UPDATE - ORD # 19-963 ALS UPDATE ORD# 19-966	AMERICAN LEGAL	100-1120-53412 100-1120-53412	21.90 10.95 10.95
2886	1/10/2020 000014030387	ATT 11/13-12/12 PHONE - CC FAX LINE	AT&T	100-4100-53715	40.63 40.63
2887	1/10/2020 INV0004672	BENGAR REIM - SCHOLARSHIP - GARZA	BENJAMIN J. GARZA	100-4140-53992	37.00 37.00
2888	1/10/2020 2191	BRATOW TOWING- FORD ESCAPE	BRAVO'S TOWING	555-3150-53812	195.00 195.00
2889	1/10/2020 0081393 0082702 0082767	BRYAN CERTIFICATES BUSINESS CARDS - RIDGE/HERNANDEZ BUSS CARDS - TELLEZ	BRYAN PRESS	100-1120-53976 100-2130-53011 100-3300-53976	1,532.70 1,191.80 217.20 123.70
2890	1/10/2020 5008621483	CBEEQU 1/11-2/10 FACILITY COPIER LEASE	CELL BUSINESS EQUIPMENT	100-1150-53911	860.58 860.58
2892	1/10/2020 4466	CCAC 2020 - CCAC MEMBERSHIP RENEWAL	CITY CLERK'S ASSOC OF CA	100-1120-53971	65.00 65.00
2893	1/10/2020 INV0004642 INV0004643	CARRIRM GREEN/RED LINENS (8) CANOPY DELIVERY (2)	COLIMA'S PARTY SUPPLY	100-4130-53979 100-4140-53979	300.00 80.00 220.00
2894	1/10/2020 66482462	CONCEN HEALTH SCREENING NEW EMPLOYEE	CONCENTRA	100-1135-53406	106.00 106.00
2895	1/10/2020 20-01L 20-01L	CALPUB 2020 CPPA MEMBERSHIP - GUERRERO 2020 CPPA MEMBERSHIP - GUERRERO	CPPA	100-2110-53971 100-2110-53971	67.50 -67.50 135.00
2896	1/10/2020 INV0004644 INV0004645 INV0004646 INV0004647 INV0004648 INV0004649 INV0004650 INV0004651 INV0004652 INV0004653 INV0004654 INV0004655 INV0004665 INV0004666	EDISON 12/03-01/02 ELEC - CITY HALL 12/03-01/02 ELEC - VARIOUS 12/03-01/02 ELEC - PARK SVC 12/03-01/02 ELEC - TRAFFIC CONTROL 12/03-01/02 ELEC - COMM CENTER 12/03-01/02 ELEC - SENIOR CENTER 11/19-12/19 ELEC - 14746 TEMPLE AVE 12/04-01/03 ELEC - 15250 TEMPLE AVE 12/04-01/03 ELEC - 14951 NELSON AVE 11/26-12/27 ELEC - 14416 AMAR ROAD 11/19-12/19 ELEC - 16159 TEMPLE AVE 11/06-12/21 ELEC - 13798 TEMPLE AVE 11/06-12/19 ELEC - VARIOUS 11/26-12/27 ELEC - YLAC	EDISON CO	100-1150-53712 200-3120-53713 285-3330-53712 200-3120-53713 100-4100-53712 100-4130-53712 200-3120-53713 200-3120-53713 200-3120-53713 200-3120-53713 200-3120-53713 200-3120-53713 200-3120-53713 200-3120-53713 100-4110-53712	10,086.71 2,148.21 2,869.13 854.03 1,076.60 933.78 580.55 10.89 42.24 37.07 37.07 10.50 52.44 285.05 1,149.15

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Payment Dates: 01/06/2020 - 01/17/2020

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
2897	1/10/2020 INV0004671	HERRELI EDUCATION REIM - HERRERA	ELIZABETH HERRERA	100-1135-53151	444.66 444.66
2898	1/10/2020 6-874-93220 6-881-73940	FEDEXP POSTAGE - GALLS RETURN POSTAGE - VAN LANT	FEDERAL EXPRESS CORP	100-1150-53211 100-1150-53211	52.24 23.88 28.36
2899	1/10/2020 INV0004656 INV0004667	VERIC 12/07-01/06 PHONE - SR CTR ALARM 12/16-01/15 PHONE - CH MAIN	FRONTIER COMMUNICATIONS	100-4130-53715 100-1150-53715	168.21 112.68 55.53
2900	1/10/2020 014391611 014391612 014438903 014562171	GALLS CREDIT - UNIFORMS CREDIT - UNIFORMS CODE ENF - UNIFORMS CODE ENF - UNIFORMS	GALLS	100-2110-53015 100-2110-53015 100-2110-53015 100-2110-53015	397.34 -137.45 -109.96 316.41 328.34
2901	1/10/2020 280133	GORM YLAC JANITORIAL SUPPLIES	GORM INC	285-3330-53813	421.13 421.13
2902	1/10/2020 0032824-IN	HDLASS 4TH QTR - TRANS TAX	HINDERLITER DE LLAMAS & ASSOCIATES	100-1130-53111	300.00 300.00
2903	1/10/2020 INV0004673	ISAVIL REIM - SCHOLARSHIP - VILLALOBOS	ISABELLA E VILLALOBOS	100-4140-53992	37.00 37.00
2904	1/10/2020 157910	GONSALV 01/20 LEGISLATIVE SVC	JOE A. GONSALVES & SON	100-1100-53111	2,500.00 2,500.00
2905	1/10/2020 RE-PW-19120902583	LACRD 11/19 IW LA PUENTE	LA CO DEPT PUBLIC WORKS	100-3110-53121	2,686.29 2,686.29
2906	1/10/2020 201902VL	LACSHF 11/19 PRISONER MTCE	LA CO SHERIFF'S DEPT	100-2100-53184	343.82 343.82
2907	1/10/2020 INV0004657 INV0004658 INV0004659 INV0004660 INV0004661 INV0004662 INV0004663 INV0004664	LPVCWD 10/18-12/18 WTR - COMM CTR 10/18-12/18 WTR - YLAC 10/18-12/18 WTR - VALLEY/CENTRAL 10/18-12/18 WTR - GLENDORA PARK 10/18-12/18 WTR - NELSON AVE 10/18-12/18 WTR - OLD VALLEY BLVD 10/18-12/18 WTR - ABBEY-CENTRAL 10/18-12/18 WTR - MAIN/LEVERETT	LA PUENTE VALLEY CO WATER	100-4100-53714 100-4110-53714 200-3120-53714 200-3120-53714 200-3120-53714 200-3120-53714 200-3120-53714 200-3120-53714	2,904.47 602.97 602.97 448.32 578.70 179.97 167.88 281.04 42.62
2908	1/10/2020 13632 13652	MANCIL FY 18/19 CAFR DIVIDERS ANIMAL CONTROL SVC - INTAKE FORMS	MANCILLA'S QUALITY PRINTING	100-1130-53011 100-2130-53411	357.50 165.00 192.50
2909	1/10/2020 INV0004638	CARMAR JPIA TRAINING REIM - CARRILLO	MARISSA CARRILLO	100-1130-53972	19.60 19.60
2910	1/10/2020 1806	PCMATI SERVER SECURITY 3 YEAR LICENSE - QTY (3)	PC MATIC	550-6100-53017	368.22 368.22
2911	1/10/2020 INV-414892 INV-415063 INV-415064	REGINV BACKGROUND INVESTIGATION - GUERRERO BACKGROUND INVESTIGATION - GALVAN BACKGROUND INVESTIGATION - TELLEZ	REGENCY INVESTIGATIONS	100-1135-53406 100-1135-53406 100-1135-53406	900.00 300.00 300.00 300.00
2912	1/10/2020 INV0004639	NEWCO JPIA TRAINING REIM - NEWCOMB	REGINA NEWCOMB	100-1130-53972	19.60 19.60
2913	1/10/2020 LAPUENTE1119	SGTRA 11/19 DIAL A RIDE	SOUTHLAND TRANSIT INC	210-3130-53916	41,507.89 8,678.35

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Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
	LAPUENTE1119	11/19 LP LINK SVC		210-3130-53917	35,853.79
	LAPUENTE1119	11/19 DIAL A RIDE FARE		210-46100	-52.50
	LAPUENTE1119	11/19 LP LINK FARE		210-46105	-2,971.75
2914	1/10/2020	SOSUBW	SUBURBAN WATER SYSTEMS		1,288.09
	180021749411	11/23-12/20 WTR - HACIENDA/NELSON		200-3120-53714	33.80
	180021749416	11/23-12/20 WTR - 14746 E TEMPLE AVE		200-3120-53714	33.80
	180021749420	11/23-12/20 WTR - 15250 TEMPLE AVE		200-3120-53714	33.80
	180041404192	11/21-12/18 WTR - ELLIOTT		200-3120-53714	108.15
	180041404215	11/21-12/18 WTR - AMAR & AILERON		200-3120-53714	108.15
	180061155483	11/21-12/18 WTR - AMAR/HACIENDA IRR		200-3120-53714	106.02
	180071001580	11/23-12/20 WTR - HACIENDA/TEMPLE		200-3120-53714	830.57
	180090473765	11/23-12/20 WTR - 16159 E TEMPLE AVE IRR		200-3120-53714	33.80
2915	1/10/2020	SUNBAD	SUN BADGE CO		2,652.06
	393907	CODE ENF BADGES		100-2110-53012	2,652.06
2916	1/10/2020	TERMI	TERMINIX PROCESSING CENTER		335.00
	391373002	11/19 CH PEST CONTROL		100-1150-53813	77.00
	391373042	11/19 CH PEST CONTROL		100-1150-53813	80.00
	392365430	12/19 SC PEST CONTROL		100-4130-53813	85.00
	392370727	12/19 YLAC PEST CONTROL		285-3330-53813	48.00
	392370755	12/19 CC PEST CONTROL		285-3330-53813	45.00
2917	1/10/2020	TIMEWA	TIME WARNER CABLE		493.06
	0029063010120	01/20 CABLE/INTERNET SVC		100-1150-53715	96.15
	0029105121519	01/20 SC CABLE/INTERNET SVC		100-4130-53911	96.92
	0395613122719	12/27-01/26 CH CABLE/INTERNET SVC		100-1150-53715	299.99
2918	1/10/2020	TMOBILE	T-MOBILE		2,023.60
	INV0004668	11/21-12/20 PUBLIC SAFETY WIRELESS		100-2100-53715	196.91
	INV0004668	11/21-12/20 PUBLIC SAFETY WIRELESS		100-2110-53715	28.13
	INV0004669	11/21-12/20 MTCE WIRELESS SVC		100-3100-53715	464.15
	INV0004670	11/21-12/20 CE WIRELESS SVC		100-2110-53715	1,334.41
2919	1/10/2020	INCODE	TYLER TECHNOLOGIES, INC.		646.55
	025-281487	02/20-01/21 SIGNATURE MTCE		550-6100-53017	490.30
	045-287378	12/19 EXECUTIME PROF SVC		550-6100-53017	156.25
2920	1/10/2020	WILENG	WILLDAN ENGINEERING		810.00
	003-30868	10/19 VALLEY BLVD SEWER & STREET IMPROV		500-5580-59210	810.00
2921	1/16/2020	STADIS	CALIFORNIA STATE DISBURSEMENT UNIT		325.00
	INV0004679	PR WITHOLDING ORDER		100-20399	325.00
2922	1/16/2020	SEIUCO	COPE FUND		10.00
	INV0004624	COPE FUND CONTRIBUTION		100-20380	4.19
	INV0004624	COPE FUND CONTRIBUTION		260-20380	0.81
	INV0004690	COPE FUND CONTRIBUTION		100-20380	3.06
	INV0004690	COPE FUND CONTRIBUTION		260-20380	1.94
2923	1/16/2020	LACSDLEVY	LOS ANGELES COUNTY SHERIFF'S DEPARTMENT		174.55
	INV0004678	CHILD SUPPORT		100-20399	174.55
2924	1/16/2020	NATRS	NATIONWIDE RETIREMENT		110.00
	INV0004683	Employee Contribution		100-20340	99.90
	INV0004683	Employee Contribution		200-20340	1.01
	INV0004683	Employee Contribution		203-20340	1.01
	INV0004683	Employee Contribution		205-20340	1.01
	INV0004683	Employee Contribution		210-20340	1.01
	INV0004683	Employee Contribution		215-20340	1.01
	INV0004683	Employee Contribution		285-20340	5.05

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Payment Dates: 01/06/2020 - 01/17/2020

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
2925	1/16/2020	SEIU	SEIU - LOCAL 721		701.49
	INV0004623	EMPLOYEE DUES		100-20380	265.90
	INV0004623	EMPLOYEE DUES		200-20380	9.41
	INV0004623	EMPLOYEE DUES		203-20380	1.54
	INV0004623	EMPLOYEE DUES		205-20380	1.54
	INV0004623	EMPLOYEE DUES		210-20380	9.29
	INV0004623	EMPLOYEE DUES		215-20380	1.54
	INV0004623	EMPLOYEE DUES		260-20380	7.75
	INV0004623	EMPLOYEE DUES		285-20380	24.53
	INV0004689	EMPLOYEE DUES		100-20380	243.61
	INV0004689	EMPLOYEE DUES		200-20380	24.68
	INV0004689	EMPLOYEE DUES		203-20380	2.72
	INV0004689	EMPLOYEE DUES		205-20380	2.72
	INV0004689	EMPLOYEE DUES		210-20380	29.16
	INV0004689	EMPLOYEE DUES		215-20380	2.72
	INV0004689	EMPLOYEE DUES		260-20380	17.92
	INV0004689	EMPLOYEE DUES		285-20380	56.46
2926	1/16/2020	FTB	STATE OF CALIFORNIA FRANCHISE TAX BOARD		220.00
	INV0004680	PR WITHOLDING ORDER		100-20399	220.00
2927	1/16/2020	USBANK	U.S BANK PARS ACCT# 6746022400		3,615.76
	INV0004687	PARS RETIREMENT		100-20340	2,243.38
	INV0004687	PARS RETIREMENT		200-20340	194.51
	INV0004687	PARS RETIREMENT		203-20340	78.66
	INV0004687	PARS RETIREMENT		260-20340	640.59
	INV0004687	PARS RETIREMENT		285-20340	458.62
2928	1/16/2020	ICMARC	VANTAGEPOINT TRANSFER AGENTS-457		1,366.27
	INV0004681	EMPLOYEE LOAN REPYMT		100-20399	91.56
	INV0004681	EMPLOYEE LOAN REPYMT		200-20399	6.48
	INV0004681	EMPLOYEE LOAN REPYMT		203-20399	1.05
	INV0004681	EMPLOYEE LOAN REPYMT		205-20399	1.05
	INV0004681	EMPLOYEE LOAN REPYMT		210-20399	38.50
	INV0004681	EMPLOYEE LOAN REPYMT		215-20399	1.05
	INV0004681	EMPLOYEE LOAN REPYMT		260-20399	1.58
	INV0004682	EMPLOYEE CONTRIBUTIONS		100-20399	654.36
	INV0004682	EMPLOYEE CONTRIBUTIONS		200-20399	56.32
	INV0004682	EMPLOYEE CONTRIBUTIONS		203-20399	105.60
	INV0004682	EMPLOYEE CONTRIBUTIONS		205-20399	106.73
	INV0004682	EMPLOYEE CONTRIBUTIONS		210-20399	75.35
	INV0004682	EMPLOYEE CONTRIBUTIONS		215-20399	84.21
	INV0004682	EMPLOYEE CONTRIBUTIONS		260-20399	39.66
	INV0004682	EMPLOYEE CONTRIBUTIONS		285-20399	102.77
2929	1/17/2020	CHEVRN	CHEVRON/TEXACO		190.95
	62933457	12/19 FUEL - GRAFFITI TRUCK		555-3150-53014	190.95
2930	1/17/2020	CINTA	CINTAS CORPORATION #693		198.94
	4039624257	01/20 SC MAT RENTAL		100-4130-53012	198.94
2931	1/17/2020	D&D	D & D SERVICES, INC		225.00
	100610	12/19 ANIMAL DISPOSAL		100-2130-53111	225.00
2932	1/17/2020	DATATIC	DATA TICKET INC.		59.84
	107398	CODE ENF CITATION PROCESSING		100-2110-53111	59.84
2933	1/17/2020	DEPTJ	DEPT OF JUSTICE-BUREAU		32.00
	427407	12/19 FINGERPRINT SVC (1)		100-1135-53406	32.00
2934	1/17/2020	DSA	DIVISION OF THE STATE ARCHITECT		121.20
	INV0004694	SB1186 OCT-DEC 2019		100-42160	121.20

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Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
2935	1/17/2020 FBN3841201	ENTFMT 12/19 VEH MTCE	ENTERPRISE FM TRUST	555-3150-53812	592.45 592.45
2936	1/17/2020 6-893-89360	FEDEXP SHIPPING - DATATICKET	FEDERAL EXPRESS CORP	100-1150-53211	22.59 22.59
2937	1/17/2020 INV0004698	VERIC 01/07-02/06 PHONE - SR CTR ALARM	FRONTIER COMMUNICATIONS	100-4130-53715	120.71 120.71
2938	1/17/2020 531346	HACOUT MTCE DEPT - UNIFORMS	HACIENDA OUTLET	100-3330-53015	79.17 79.17
2939	1/17/2020 104859 104988	LACMTA 11/19 EZ MONTHLY PASSES 12/19 METRO MONTHLY PASS	LAC METROPOLITAN TRANSPORTATION AUTHORITY	210-3130-53915 210-3130-53915	1,983.50 1,949.50 34.00
2940	1/17/2020 INV0004695	CARMAR EDUCATION REIM - CARRILLO	MARISSA CARRILLO	100-1135-53151	305.39 305.39
2941	1/17/2020 INV0004710	MARTMA MUSIC SVC - SC RED & WHITE DANCE	MARTY MARTINEZ	100-4130-53979	450.00 450.00
2942	1/17/2020 213987	METLNK 12/19 METROLINK MONTHLY PASS	METROLINK	210-3130-53915	1,729.00 1,729.00
2943	1/17/2020 56049	PETDOC EMERGENCY VET SVCS	PET DOCTORS OF INDUSTRY	100-2130-53111	525.25 525.25
2944	1/17/2020 INV0004696 INV0004696 INV0004696 INV0004696 INV0004696	LAPUPC OFFICE SUPPLIES - PASSPORT CERT CANDY CANE FIXTURES GROUND BREAKING PRESENTATIONS NATIONAL NIGHT OUT - PROPS MEMORY STICK	PETTY CASH	100-4100-53011 100-4140-53979 100-4140-53979 100-4140-53979 100-4140-53979	34.01 5.50 1.23 12.58 2.69 12.01
2945	1/17/2020 108585	TRIPOW LIGHT POWER - HOLIDAY PARADE	POWER TRIP	100-4140-53979	1,478.35 1,478.35
2946	1/17/2020 INV0004705	AGURAU REFUND PARKING PAYMENT - AGUAYO	RAUL AGUAYO	100-43110	69.00 69.00
2947	1/17/2020 6011502	REGION 11/19 FH TAP MONTHLY PASSES	REGIONAL TAP SERVICE CENTER	210-3130-53915	9,108.30 9,108.30
2948	1/17/2020 293349-1	RESOUR CH ROCK	RESOURCE BUILDING MATERIALS	100-1150-53813	96.90 96.90
2949	1/17/2020 INV0004706	CARRRI REIM- CARRILLO FOR LUNCH	RICARDO CARRILLO	100-3330-53976	75.75 75.75
2950	1/17/2020 INV0004708	FLORIC BAND - WINTER DANCE	RICK FLORES	100-4130-53979	275.00 275.00
2951	1/17/2020 3185	ROBFLO FLOWERS FOR REORG	ROBINSON'S FLOWERS	100-1100-53976	49.45 49.45
2952	1/17/2020 INV0004700	SGVWC 12/06-01/07 WTR - 935 IRRIG	S.G.V. WATER CO	200-3120-53714	114.38 114.38
2953	1/17/2020 15978 16132 16133	SAFSIG STREET SIGN REPLACEMENT - COTY STREET SIGN REPLACEMENTS STREET SIGN REPLACEMENT	SAFEWAY SIGN CO	200-5583-59600 200-5583-59600 200-5583-59600	20,668.98 8,974.38 4,189.81 7,504.79
2954	1/17/2020 0011346089	SGVT AD - BID - HACIENDA BLVD INTERSECTION IMPROV	SAN GABRIEL VLY NEWSPAPER	400-5576-59600	1,554.00 716.00

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Payment Dates: 01/06/2020 - 01/17/2020

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
	0011347959	AD - BID - SKATE PARK/BASKETBALL COURT CO		280-5585-59600	314.00
	0011349800	AD - STALE CHECKS/UNCLAIMED FUNDS		100-1130-53976	524.00
2955	1/17/2020	SMART	SMART & FINAL		42.13
	052265	WATER MTCE YARD		100-3330-53011	18.96
	052266	CH SUPPLIES		100-1150-53011	23.17
2956	1/17/2020	SOCVOC	SOCIAL VOCATIONAL SERVICE, INC.		3,245.00
	58J1901-IN	10/19 BUS SHELTER MTCE		210-3130-53816	3,245.00
2957	1/17/2020	DANON	SPARKLETT'S		256.84
	10303592 010220	01/20 CH WATER SVC		100-1150-53011	256.84
2958	1/17/2020	SPORA	SPOHN RANCH		49,860.00
	LP001	SKATEPARK DESIGN SVC		280-5585-59210	49,860.00
2959	1/17/2020	STANLE	STANLEY PEST CONTROL, INC.		165.00
	207420	12/19 SNACK BAR PEST CONTROL		100-3330-53813	80.00
	207423	12/19 ABBEY ST PEST CONTROL		200-3120-53814	85.00
2960	1/17/2020	SOSUBW	SUBURBAN WATER SYSTEMS		112.62
	180021754906	12/06-01/06 WTR - HACIENDA/MAPLEGROVE		200-3120-53714	112.62
2961	1/17/2020	SUPREME	SUPREME TROPHIES & GIFTS		13.86
	30517	NAME BADGE - MAYOR'S		100-1100-53976	13.86
2962	1/17/2020	GASCO	THE GAS COMPANY		2,175.20
	INV0004674	12/03-01/06 GAS - YLAC		100-4110-53711	511.98
	INV0004675	12/04-01/06 GAS - COMM CTR		100-4100-53711	145.46
	INV0004697	12/03-01/04 GAS - SENIOR CENTER		100-4130-53711	190.65
	INV0004701	12/04-01/06 GAS - PUBLIC WORKS		285-3330-53711	16.27
	INV0004702	12/04-01/06 GAS - CITY HALL		100-1150-53711	1,287.69
	INV0004703	12/04-01/06 GAS - PARK SERVICES		285-3330-53711	23.15
2963	1/17/2020	USPS	UNITED STATES POSTAL SERV		348.82
	INV0004699	PASSPORT EXPEDITE POSTAGE		100-1150-53211	348.82
2964	1/17/2020	VALPOW	VALLEY POWER SYSTEMS INC		1,091.45
	R62598	LP PARK - GENERATOR REPAIR		100-3330-53811	1,091.45
2965	1/17/2020	VINCEN	VINCENT'S GENERAL SERVICES		891.48
	0003888742	12/19 CNG FUEL MTCE		555-3150-53014	891.48
2966	1/17/2020	WESCO	WEST COAST ARBORISTS INC		2,601.10
	155422	12/01-15 PKWY TREE MTCE		200-3120-53815	2,601.10
2967	1/17/2020	WILENG	WILLDAN ENGINEERING		67,742.58
	002-22159	12/19 BUILDING & SAFETY SVC		100-3310-53111	42,898.27
	003-30867	10/19 TRAFFIC ENG SVC		100-3100-53111	4,761.25
	003-30890	10/19 CONSTRUCTION MNGT AMAR/ELLIOTT		215-5518-59300	1,683.70
	003-31266	11/19 NPDES SVC		100-3100-53111	4,925.00
	00618416	10/19 - 335 WILLOW LANDSCAPE/IRRIGATION PLAN CH...		100-3110-53111	315.00
	00618417	10/19 15763 AMAR - LANDSCAPE/IRRIG PLAN CHECK		100-3110-53111	450.00
	00618543	11/19 HSIP CYCLE 8 DESIGN		203-5586-59210	784.36
	00713011	11/19 INTERIM ASST PLANNER SVC		100-3300-53111	11,925.00
DFT0000819	1/16/2020	PERSYS-RETIRE	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM		9,944.99
	INV0004684	EMPLOYER CONTRIBUTION		100-20360	6,791.10
	INV0004684	EMPLOYER CONTRIBUTION		200-20360	352.62
	INV0004684	EMPLOYER CONTRIBUTION		203-20360	293.74
	INV0004684	EMPLOYER CONTRIBUTION		205-20360	308.53
	INV0004684	EMPLOYER CONTRIBUTION		210-20360	376.25
	INV0004684	EMPLOYER CONTRIBUTION		215-20360	167.80
	INV0004684	EMPLOYER CONTRIBUTION		260-20360	346.43

Check Register Report

Payment Dates: 01/06/2020 - 01/17/2020

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
	INV0004684	EMPLOYER CONTRIBUTION		280-20360	168.93
	INV0004684	EMPLOYER CONTRIBUTION		285-20360	1,139.59
DFT0000820	1/16/2020	PERSYS-RETIRE	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM		6,749.96
	INV0004685	PERS- NEW EMPLY CONTRB		100-20399	4,519.85
	INV0004685	PERS- NEW EMPLY CONTRB		200-20399	246.93
	INV0004685	PERS- NEW EMPLY CONTRB		203-20399	233.86
	INV0004685	PERS- NEW EMPLY CONTRB		205-20399	242.32
	INV0004685	PERS- NEW EMPLY CONTRB		210-20399	260.83
	INV0004685	PERS- NEW EMPLY CONTRB		215-20399	157.68
	INV0004685	PERS- NEW EMPLY CONTRB		260-20399	246.26
	INV0004685	PERS- NEW EMPLY CONTRB		280-20399	55.31
	INV0004685	PERS- NEW EMPLY CONTRB		285-20399	786.92
DFT0000821	1/16/2020	PERSYS-RETIRE	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM		671.88
	INV0004686	EMPLOYEE PORTION		100-20360	532.35
	INV0004686	EMPLOYEE PORTION		200-20360	15.50
	INV0004686	EMPLOYEE PORTION		210-20360	7.75
	INV0004686	EMPLOYEE PORTION		280-20360	77.52
	INV0004686	EMPLOYEE PORTION		285-20360	38.76
DFT0000822	1/16/2020	PERSYS-RETIRE	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM		33.00
	INV0004688	SURVIVORS LIFE INSURANCE		100-20350	24.85
	INV0004688	SURVIVORS LIFE INSURANCE		200-20350	1.01
	INV0004688	SURVIVORS LIFE INSURANCE		203-20350	0.62
	INV0004688	SURVIVORS LIFE INSURANCE		205-20350	0.65
	INV0004688	SURVIVORS LIFE INSURANCE		210-20350	1.08
	INV0004688	SURVIVORS LIFE INSURANCE		215-20350	0.36
	INV0004688	SURVIVORS LIFE INSURANCE		260-20350	0.97
	INV0004688	SURVIVORS LIFE INSURANCE		280-20350	0.24
	INV0004688	SURVIVORS LIFE INSURANCE		285-20350	3.22
DFT0000823	1/16/2020	EMPLOY	EMPLOYMENT DEVELOPMENT DEPT		4,324.96
	INV0004691	STATE INCOME TAX		100-20310	2,882.41
	INV0004691	STATE INCOME TAX		200-20310	157.94
	INV0004691	STATE INCOME TAX		203-20310	146.82
	INV0004691	STATE INCOME TAX		205-20310	134.59
	INV0004691	STATE INCOME TAX		210-20310	116.33
	INV0004691	STATE INCOME TAX		215-20310	100.50
	INV0004691	STATE INCOME TAX		260-20310	170.39
	INV0004691	STATE INCOME TAX		280-20310	121.66
	INV0004691	STATE INCOME TAX		285-20310	494.32
DFT0000824	1/16/2020	IRSPR	IRS PAYROLL TAX DEPOSIT		13,248.54
	INV0004692	FEDERAL WITHHOLDING		100-20300	8,920.62
	INV0004692	FEDERAL WITHHOLDING		200-20300	518.91
	INV0004692	FEDERAL WITHHOLDING		203-20300	407.94
	INV0004692	FEDERAL WITHHOLDING		205-20300	323.67
	INV0004692	FEDERAL WITHHOLDING		210-20300	328.31
	INV0004692	FEDERAL WITHHOLDING		215-20300	239.10
	INV0004692	FEDERAL WITHHOLDING		260-20300	738.98
	INV0004692	FEDERAL WITHHOLDING		280-20300	287.31
	INV0004692	FEDERAL WITHHOLDING		285-20300	1,483.70
DFT0000825	1/16/2020	IRSPR	IRS PAYROLL TAX DEPOSIT		4,201.16
	INV0004693	MEDICARE TAX		100-20300	2,782.46
	INV0004693	MEDICARE TAX		200-20300	173.38
	INV0004693	MEDICARE TAX		203-20300	118.64
	INV0004693	MEDICARE TAX		205-20300	91.24
	INV0004693	MEDICARE TAX		210-20300	100.68
	INV0004693	MEDICARE TAX		215-20300	60.62

Check Register Report**Payment Dates: 01/06/2020 - 01/17/2020**

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
	INV0004693	MEDICARE TAX		260-20300	339.20
	INV0004693	MEDICARE TAX		280-20300	50.02
	INV0004693	MEDICARE TAX		285-20300	484.92
Grand Total:					289,530.05

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL FUND	127,587.97
200 - GAS TAX FUND	32,748.39
203 - MEASURE M FUND	2,176.56
205 - MEASURE R FUND	1,214.05
210 - PROP A FUND	58,918.23
215 - PROP C FUND	2,500.29
260 - CDBG PROGRAM FUND	2,552.48
280 - MISCELLANEOUS GRANTS FUND	50,934.99
285 - LIGHTING & LANDSCAPE MAINTENANCE	6,486.44
400 - CAPITAL PROJECTS FUND	716.00
500 - SEWER CONSTRUCTION/MAINTENANCE FUND	810.00
550 - EQUIPMENT REPLACEMENT FUND	1,014.77
555 - VEHICLE MAINTENANCE & REPLACEMENT FUND	1,869.88
Grand Total:	289,530.05

Account Summary

Account Number	Account Name	Payment Amount
100-1100-53111	Contract Services - Private	2,500.00
100-1100-53976	Special Departmental	63.31
100-1120-53412	Municipal Code Publishing	21.90
100-1120-53971	Dues & Memberships	65.00
100-1120-53976	Special Departmental	1,191.80
100-1130-53011	Operating Supplies	165.00
100-1130-53111	Contract Services - Private	300.00
100-1130-53972	Conferences & Meetings	66.15
100-1130-53976	Special Departmental	524.00
100-1135-53151	Education & Training	750.05
100-1135-53406	Recruitment Expenses	1,148.00
100-1150-53011	Operating Supplies	280.01
100-1150-53211	Postage & Mailing Services	423.65
100-1150-53711	Utility - Gas	1,287.69
100-1150-53712	Utility - Electricity	2,148.21
100-1150-53715	Utility - Communications	451.67
100-1150-53813	Facility Maintenance	253.90
100-1150-53911	Equipment Lease/Rental	860.58
100-20300	FIT Payable	11,703.08
100-20310	SIT Payable	2,882.41
100-20340	PARS	2,343.28
100-20350	Group Insurance	24.85
100-20360	PERS	7,323.45
100-20380	Union Dues	516.76
100-20399	Other Payroll Deductions	5,985.32
100-2100-53184	Prisoner Maintenance	343.82
100-2100-53715	Utility - Communications	196.91
100-2110-53012	Small Tools & Equipment	2,652.06
100-2110-53015	Uniform/Boot Reimburse...	397.34
100-2110-53111	Contract Services - Private	59.84
100-2110-53715	Utility - Communications	1,362.54
100-2110-53971	Dues & Memberships	67.50
100-2130-53011	Operating Supplies	217.20
100-2130-53111	Contract Services - Private	750.25
100-2130-53411	Printing & Publishing	192.50
100-3100-53111	Contract Services - Private	9,686.25
100-3100-53715	Utility - Communications	464.15
100-3110-53111	Contract Services - Private	765.00
100-3110-53121	Industrial Waste Inspecti...	2,686.29
100-3300-53111	Contract Services - Private	11,925.00

Account Summary

Account Number	Account Name	Payment Amount
100-3300-53976	Special Departmental	123.70
100-3310-53111	Contr Svc - Private - B&S F...	42,898.27
100-3330-53011	Operating Supplies	18.96
100-3330-53015	Uniform/Boot Reimburse...	79.17
100-3330-53811	Equipment Maintenance	1,091.45
100-3330-53813	Facility Maintenance	80.00
100-3330-53976	Special Departmental	75.75
100-4100-53011	Operating Supplies	5.50
100-4100-53711	Utility - Gas	145.46
100-4100-53712	Utility - Electricity	933.78
100-4100-53714	Utility - Water	602.97
100-4100-53715	Utility - Communications	40.63
100-4110-53711	Utility - Gas	511.98
100-4110-53712	Utility - Electricity	1,149.15
100-4110-53714	Utility - Water	602.97
100-4130-53012	Small Tools & Equipment	198.94
100-4130-53711	Utility - Gas	190.65
100-4130-53712	Utility - Electricity	580.55
100-4130-53715	Utility - Communications	233.39
100-4130-53813	Facility Maintenance	85.00
100-4130-53911	Equipment Lease/Rental	96.92
100-4130-53979	Special Events	805.00
100-4140-53979	Special Events	1,726.86
100-4140-53992	Scholarships	74.00
100-42160	SB 1186 (CASP Fee)	121.20
100-43110	Parking Citations	69.00
200-20300	FIT Payable	692.29
200-20310	SIT Payable	157.94
200-20340	PARS	195.52
200-20350	Group Insurance	1.01
200-20360	PERS	368.12
200-20380	Union Dues	34.09
200-20399	Other Payroll Deductions	309.73
200-3120-53713	Utility - Hwy Lights	4,420.99
200-3120-53714	Utility - Water	3,213.62
200-3120-53814	Landscape Maintenance	85.00
200-3120-53815	Parkway Tree Maintenan...	2,601.10
200-5583-59600	Other Services	20,668.98
203-20300	FIT Payable	526.58
203-20310	SIT Payable	146.82
203-20340	PARS	79.67
203-20350	Group Insurance	0.62
203-20360	PERS	293.74
203-20380	Union Dues	4.26
203-20399	Other Payroll Deductions	340.51
203-5586-59210	DESIGN ENGINEERING	784.36
205-20300	FIT Payable	414.91
205-20310	SIT Payable	134.59
205-20340	PARS	1.01
205-20350	Group Insurance	0.65
205-20360	PERS	308.53
205-20380	Union Dues	4.26
205-20399	Other Payroll Deductions	350.10
210-20300	FIT Payable	428.99
210-20310	SIT Payable	116.33
210-20340	PARS	1.01
210-20350	Group Insurance	1.08
210-20360	PERS	384.00

Account Summary

Account Number	Account Name	Payment Amount
210-20380	Union Dues	38.45
210-20399	Other Payroll Deductions	374.68
210-3130-53816	Bus Shelter Maintenance	3,245.00
210-3130-53915	Public Transit Subsidy	12,820.80
210-3130-53916	Dial-A-Ride Services	8,678.35
210-3130-53917	Fixed Route Shuttle	35,853.79
210-46100	Dial-A-Ride Fares	-52.50
210-46105	Shuttle Fares	-2,971.75
215-20300	FIT Payable	299.72
215-20310	SIT Payable	100.50
215-20340	PARS	1.01
215-20350	Group Insurance	0.36
215-20360	PERS	167.80
215-20380	Union Dues	4.26
215-20399	Other Payroll Deductions	242.94
215-5518-59300	Construction Costs	1,683.70
260-20300	FIT Payable	1,078.18
260-20310	SIT Payable	170.39
260-20340	PARS	640.59
260-20350	Group Insurance	0.97
260-20360	PERS	346.43
260-20380	Union Dues	28.42
260-20399	Other Payroll Deductions	287.50
280-20300	FIT Payable	337.33
280-20310	SIT Payable	121.66
280-20350	Group Insurance	0.24
280-20360	PERS	246.45
280-20399	Other Payroll Deductions	55.31
280-5585-59210	Design Engineering	49,860.00
280-5585-59600	Other Services	314.00
285-20300	FIT Payable	1,968.62
285-20310	SIT Payable	494.32
285-20340	PARS	463.67
285-20350	Group Insurance	3.22
285-20360	PERS	1,178.35
285-20380	Union Dues	80.99
285-20399	Other Payroll Deductions	889.69
285-3330-53711	Utility - Gas	39.42
285-3330-53712	Utility - Electricity	854.03
285-3330-53813	Facility Maintenance	514.13
400-5576-59600	Other Services	716.00
500-5580-59210	Design Engineering	810.00
550-6100-53017	Software & Licensing	1,014.77
555-3150-53014	Fuel	1,082.43
555-3150-53812	Vehicle Maintenance	787.45
Grand Total:		289,530.05

Project Account Summary

Project Account Key	Payment Amount
None	286,998.19
50220E	80.00
51120E	275.00
51320E	450.00
61420E	220.00
62020E	1,479.58
66720E	2.69
69620E	24.59

Project Account Summary

Project Account Key
69620E

Payment Amount

Grand Total:

289,530.05



City of La Puente AGENDA REPORT

To: Mayor and City Council

For meeting of: January 28, 2020

From: Bob Lindsey, City Manager

By: Troy Grunklee, CPA, Director of Administrative Services
Alex Merkel Medina, Principal Accountant

SUBJECT: PRESENTATION OF OCTOBER, NOVEMBER, AND DECEMBER 2019
INVESTMENT REPORTS

BACKGROUND

This report presents the City's investment portfolio for the month ending October 31, November 30 and December 31, 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 25, 2019.

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 Reports for the City as of October 31, November 30 and December 31, 2019, are attached for City Council's review.

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

Action	Instrument	Settlement Date	Interest Rate	Maturity Date	Face Value
Purchase	Corp. Bond – Coca Cola	10/10/2019	1.75%	09/06/2024	\$250,000

Action	Instrument	Settlement Date	Interest Rate	Maturity Date	Face Value
Purchase	Government Obligation – Federal Farm Credit Bank	10/10/2019	1.92%	10/15/2014	\$250,000
Purchase	Government Obligation – Federal National Mortgage Assoc.	10/25/2019	1.80%	08/15/2023	\$250,000
Sale	Government Obligation – Federal Home Loan Mtg. Corp.	10/02/2019	1.25%	10/02/2019	\$250,000
Sale	Government Obligation – Federal Home Loan Mtg. Corp.	10/18/2019	2.77%	10/18/2023	\$250,000
Sale	Government Obligation – Federal Home Loan Mtg. Corp.	10/29/2019	4.00%	10/29/2020	\$250,000
Sale	Government Obligation – Federal National Mortgage Assoc.	10/30/2019	1.375%	10/30/2019	\$250,000

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

Action	Instrument	Settlement Date	Interest Rate	Maturity Date	Face Value
Purchase	Government Obligation – Federal Home Loan Mortgage Corp.	11/01/2019	1.75%	11/12/2024	\$250,000
Purchase	Government Obligation – Federal Home Loan Mortgage Corp.	11/14/2019	1.75%	05/10/2024	\$250,000
Sale	Government Obligation – Federal Home Loan Bank Bond	11/14/2019	2.15%	02/14/2020	\$250,000

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

Action	Instrument	Settlement Date	Interest Rate	Maturity Date	Face Value
Purchase	Government Obligation – Federal Farm Credit Bank	12/18/2019	1.94%	06/0/2024	\$250,000
Purchase	Government Obligation – Federal Farm Credit Bank	12/18/2019	1.83%	12/27/2022	\$250,000
Sale	Government Obligation – Federal Home Loan Bank	12/19/2019	1.385%	12/19/2019	\$250,000
Sale	Corp. Bond – JP Morgan Chase	12/23/2019	2.25%	01/23/2020	\$250,000
Sale	Government Obligation – Federal National Mortgage Assoc.	12/27/2019	1.40%	12/27/2019	\$250,000

FISCAL IMPACT

Idle cash invested in certificates of deposit, government securities, and corporate bonds typically return higher yields than LAIF (Local Agency Investment Fund). This maximizes returns without assuming substantial additional risk.

SUMMARY

In summary, the City has conservatively placed its investment portfolio in LAIF, federal agency securities, corporate bonds, and certificates of deposit. 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”: October 2019 Investment Report
Attachment “B”: November 2019 Investment Report
Attachment “C”: December 2019 Investment Report

**Cash and Investment Report
October 31, 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			2.190%	\$ 6,400,818	\$ 6,400,818	\$ 6,412,149	LAIF
Government Obligations								
U.S. Agency Security	FFCB	07/16/18	10/16/20	2.625%	250,000	250,000	252,480	Stifel
U.S. Agency Security	FFCB	07/14/16	07/14/21	1.480%	250,000	250,000	249,320	Stifel
U.S. Agency Security	FFCB	01/16/19	01/26/21	3.000%	250,000	253,437	253,818	Multi-Bank
U.S. Agency Security	FFCB	09/20/19	08/28/23	1.920%	250,000	249,833	250,035	
U.S. Agency Security	FFCB	06/07/19	06/13/24	1.950%	250,000	249,712	254,338	Stifel
U.S. Agency Security	FFCB	06/12/19	06/21/24	2.220%	250,000	250,000	251,168	Stifel
U.S. Agency Security	FFCB	10/10/19	10/15/24	1.920%	250,000	249,915	250,020	Stifel
U.S. Agency Security	FFCB	07/11/19	07/08/24	2.230%	250,000	250,074	250,488	Stifel
U.S. Agency Security	FHLB	08/21/15	12/19/19	1.385%	250,000	248,500	249,850	Stifel
U.S. Agency Security	FHLB	10/24/18	02/14/20	2.150%	250,000	248,967	250,033	Stifel
U.S. Agency Security	FHLB	01/23/19	02/11/20	2.125%	250,000	251,244	250,318	Stifel
U.S. Agency Security	FHLB	04/26/16	10/26/20	1.550%	250,000	250,000	249,678	Stifel
U.S. Agency Security	FHLB	02/26/16	02/26/21	1.690%	30,000	30,000	29,818	Stifel
U.S. Agency Security	FHLB	04/13/16	04/13/21	1.480%	250,000	249,125	249,188	Stifel
U.S. Agency Security	FHLB	09/30/16	09/30/21	1.625%	250,000	250,000	250,005	Stifel
U.S. Agency Security	FHLB-SU	10/28/16	10/28/21	1.000%	250,000	249,750	249,653	Stifel
U.S. Agency Security	FHLMC	07/27/16	07/27/21	1.450%	250,000	249,750	248,385	Stifel
U.S. Agency Security	FHLMC	08/12/16	08/12/21	1.125%	250,000	246,250	248,013	Stifel
U.S. Agency Security	FNMA	10/25/19	08/15/23	1.800%	250,000	250,738	250,003	Stifel
U.S. Agency Security	FNMA	12/10/18	12/27/19	1.400%	250,000	248,287	249,760	Stifel
U.S. Agency Security	FNMA	05/25/16	05/25/21	1.500%	250,000	249,625	248,443	Stifel
U.S. Agency Security	FNMA	06/16/16	06/16/21	1.500%	250,000	248,750	248,355	Stifel
U.S. Agency Security	FNMA	07/27/16	07/27/21	1.250%	500,000	499,250	494,495	Stifel
U.S. Agency Security	FNMA	10/07/16	10/07/21	1.500%	250,000	249,950	249,130	Stifel
Total Government Securities					6,030,000	6,023,157	6,026,788	
Municipal Bonds***				various	250,000	247,578	256,775	Stifel
Negotiable Certificates of Deposit ***				various	7,183,000	7,183,221	7,254,787	Stifel
Corporate Bonds***				various	2,500,000	2,475,797	2,510,995	Stifel
Total Investments					\$ 22,363,818	\$ 22,330,571	\$ 22,461,494	
Deposits						1,075,328	*	
Miscellaneous Cash						2,200	**	
Total Cash and Deposits						1,077,528		
Total Investments, Cash and Deposits						\$ 23,408,099		

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 O. Grunklee, CPA
Dir. Of Administrative Services

Alex Merkel Medina
Principal Accountant

CITY OF LA PUENTE

Negotiable Certificates of Deposit
Cash and Investment Report
October 31, 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	248,744	Stifel
BMW Bank	2/26/16	2/26/21	1.70%	248,000	248,000	248,737	Stifel
Pinnacle Bank	9/22/17	3/22/21	1.95%	245,000	245,000	245,752	Stifel
Bank Hapoalim	4/6/16	4/6/21	1.60%	248,000	248,000	247,541	Stifel
Synchrony Bank	4/15/16	4/15/21	1.50%	248,000	248,000	248,030	Stifel
Wells Fargo Bank	6/17/16	6/17/21	1.75%	248,000	248,000	247,427	Stifel
Mercantil Commerce Bank	6/24/16	6/24/21	1.65%	248,000	248,000	247,415	Stifel
Keesler Federal Credit Union	2/28/19	8/30/21	3.05%	249,000	249,000	254,799	Stifel
JP Morgan Chase Bank NA	11/30/16	11/30/21	2.10%	248,000	248,000	248,089	Stifel
Discover Bank	12/14/16	12/14/21	2.10%	248,000	248,000	249,614	Stifel
State Bank of India, NY	1/26/17	1/26/22	2.35%	248,000	248,000	250,976	Stifel
Mountain America FCU	4/23/19	3/27/23	3.00%	249,000	249,205	258,034	Stifel
Sallie Mae Bank	3/22/17	3/22/22	2.35%	247,000	247,000	250,050	Stifel
Medallion Bank	4/4/17	4/4/22	2.25%	248,000	248,000	250,500	Stifel
American Express Centurion Bank	4/5/17	4/5/22	2.45%	247,000	247,000	249,771	Stifel
Goldman Sachs Bank	4/12/17	4/12/22	2.40%	247,000	247,000	248,714	Stifel
Capital One Bank USA NA	4/19/17	4/19/22	2.40%	247,000	247,000	250,386	Stifel
EverBank	4/28/17	4/28/22	2.15%	248,000	248,000	249,907	Stifel
American Express Bank FSB	5/3/17	5/3/22	2.35%	247,000	247,000	249,191	Stifel
Capital One Bank NA McLean VA	5/10/17	5/10/22	2.30%	247,000	247,000	249,806	Stifel
Comenity Bank	5/31/17	5/31/22	2.35%	248,000	248,000	251,155	Stifel
First Bank of Highland	6/21/17	6/21/22	2.10%	247,000	247,000	248,564	Stifel
Morgan Stanley Bank NA	6/6/19	6/6/24	2.70%	246,000	246,000	254,298	Stifel
Morgan Stanley Private Bank	4/23/19	4/25/24	2.75%	246,000	246,000	254,701	Stifel
Coastal Comm. Teacher Credit Union	7/16/19	7/16/24	2.50%	249,000	249,000	255,325	Stifel
Merrick Bank	7/31/19	7/31/24	2.20%	249,000	249,000	251,966	Stifel
Evansville Teachers Fed. Credit Union	8/27/19	8/29/22	2.10%	249,000	249,000	250,526	Stifel
First Bank of DeQueen	8/21/19	8/30/24	1.80%	249,000	249,000	247,377	Multi-Bank
EnerBank	7/23/19	7/22/24	2.35%	247,000	247,016	247,393	Multi-Bank
Total for Negotiable Certificates of Deposit				<u>\$ 7,183,000</u>	<u>\$ 7,183,221</u>	<u>\$ 7,254,787</u>	

CITY OF LA PUENTE

Corporate Bonds
Cash and Investment Report
October 31, 2019

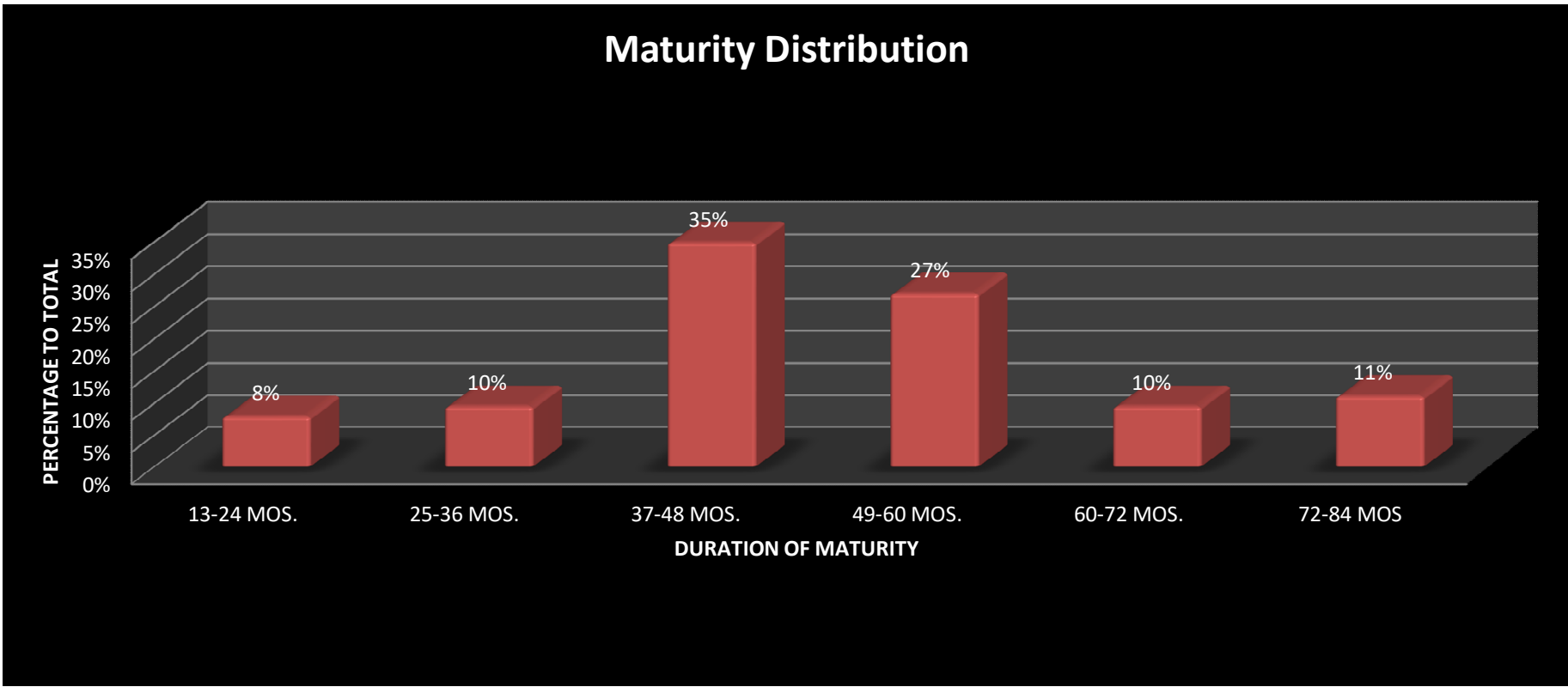
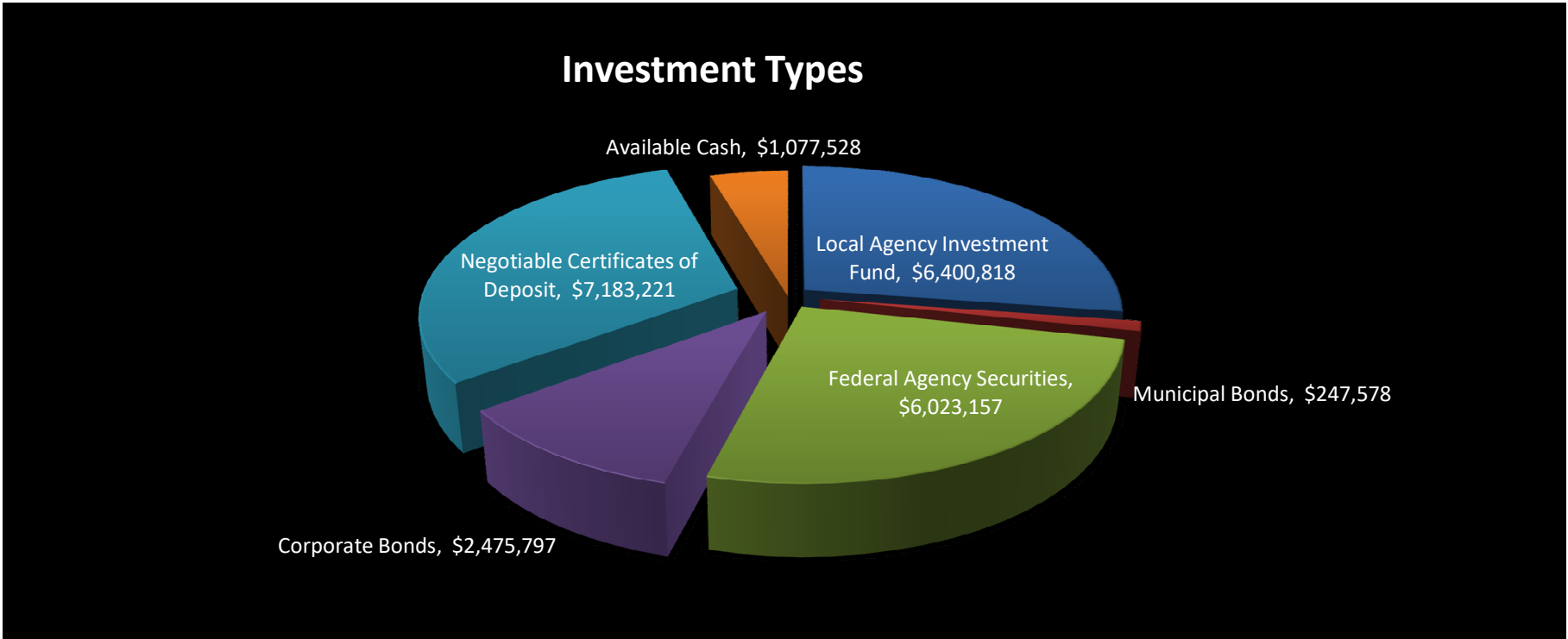
Issuer	Purchase Date	Maturity Date	Interest Rate	Face Value	Book Value	Market Value	Source of Market Valuation
Apple Inc	10/27/17	2/9/22	2.15%	250,000	250,000	252,275	Stifel
JP Morgan Chase	2/12/19	1/23/20	2.25%	250,000	249,042	250,110	Stifel
Toyota Motor Credit	2/28/19	10/18/23	2.25%	250,000	243,956	253,035	Stifel
Proctor and Gamble	1/9/18	11/3/21	1.70%	250,000	244,875	250,263	Stifel
Toyota Motor Credit	2/2/18	3/12/20	2.15%	250,000	249,375	250,248	Stifel
Bank of New York Mellon	8/16/18	8/16/23	2.20%	250,000	237,232	251,440	Stifel
JP Morgan Chase	4/3/19	5/18/23	2.70%	250,000	251,094	254,965	Stifel
Coca Cola	10/10/19	9/6/24	1.75%	250,000	250,224	248,705	Stifel
Bank of America	5/28/19	5/30/24	3.00%	<u>500,000</u>	<u>500,000</u>	<u>499,955</u>	Stifel
Total for Negotiable Corporate Bonds				<u>\$ 2,500,000</u>	<u>\$ 2,475,797</u>	<u>\$ 2,510,995</u>	

CITY OF LA PUENTE

Municipal Bonds
Cash and Investment Report
October 31, 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>247,578</u>	<u>\$ 256,775</u>	Stifel
Total for Municipal Bonds				<u>\$ 250,000</u>	<u>\$ 247,578</u>	<u>\$ 256,775</u>	

Cash and Investment Report Charts
October 31, 2019



Cash and Investment Report
November 30, 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			2.103%	\$ 6,050,818	\$ 6,050,818	\$ 6,061,530	LAIF
Government Obligations								
U.S. Agency Security	FFCB	07/16/18	10/16/20	2.625%	250,000	250,000	252,138	Stifel
U.S. Agency Security	FFCB	07/14/16	07/14/21	1.480%	250,000	250,000	248,988	Stifel
U.S. Agency Security	FFCB	01/16/19	01/26/21	3.000%	250,000	253,437	253,973	Multi-Bank
U.S. Agency Security	FFCB	09/20/19	08/28/23	1.920%	250,000	249,833	249,203	
U.S. Agency Security	FFCB	06/07/19	06/13/24	1.950%	250,000	249,712	253,460	Stifel
U.S. Agency Security	FFCB	06/12/19	06/21/24	2.220%	250,000	250,000	250,700	Stifel
U.S. Agency Security	FFCB	10/10/19	10/15/24	1.920%	250,000	249,915	248,855	Stifel
U.S. Agency Security	FFCB	07/11/19	07/08/24	2.230%	250,000	250,074	250,273	Stifel
U.S. Agency Security	FHLB	08/21/15	12/19/19	1.385%	250,000	248,500	249,938	Stifel
U.S. Agency Security	FHLB	01/23/19	02/11/20	2.125%	250,000	251,244	250,213	Stifel
U.S. Agency Security	FHLB	04/26/16	10/26/20	1.550%	250,000	250,000	249,575	Stifel
U.S. Agency Security	FHLB	02/26/16	02/26/21	1.690%	30,000	30,000	29,796	Stifel
U.S. Agency Security	FHLB	04/13/16	04/13/21	1.480%	250,000	249,125	248,925	Stifel
U.S. Agency Security	FHLB	09/30/16	09/30/21	1.625%	250,000	250,000	249,533	Stifel
U.S. Agency Security	FHLB-SU	10/28/16	10/28/21	1.000%	250,000	249,750	249,615	Stifel
U.S. Agency Security	FHLMC	07/27/16	07/27/21	1.450%	250,000	249,750	248,093	Stifel
U.S. Agency Security	FHLMC	11/01/19	11/12/24	1.750%	250,000	249,625	249,408	Stifel
U.S. Agency Security	FHLMC	11/14/19	05/10/24	1.750%	250,000	250,061	249,588	Stifel
U.S. Agency Security	FHLMC	08/12/16	08/12/21	1.125%	250,000	246,250	247,858	Stifel
U.S. Agency Security	FNMA	10/25/19	08/15/23	1.800%	250,000	250,738	249,325	Stifel
U.S. Agency Security	FNMA	12/10/18	12/27/19	1.400%	250,000	248,287	249,888	Stifel
U.S. Agency Security	FNMA	05/25/16	05/25/21	1.500%	250,000	249,625	248,193	Stifel
U.S. Agency Security	FNMA	06/16/16	06/16/21	1.500%	250,000	248,750	248,095	Stifel
U.S. Agency Security	FNMA	07/27/16	07/27/21	1.250%	500,000	499,250	494,035	Stifel
U.S. Agency Security	FNMA	10/07/16	10/07/21	1.500%	250,000	249,950	248,763	Stifel
Total Government Securities					6,280,000	6,273,876	6,268,424	
Municipal Bonds***				various	250,000	247,578	255,873	Stifel
Negotiable Certificates of Deposit ***				various	7,183,000	7,183,221	7,265,337	Stifel
Corporate Bonds***				various	2,500,000	2,475,797	2,507,493	Stifel
Total Investments					\$ 22,263,818	\$ 22,231,289	\$ 22,358,655	
Deposits						845,755	*	
Miscellaneous Cash						2,200	**	
Total Cash and Deposits						847,955		
Total Investments, Cash and Deposits						\$ 23,079,244		

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 O. Grunklee, CPA
Dir. Of Administrative Services

Alex Merkel Medina
Principal Accountant

CITY OF LA PUENTE

Negotiable Certificates of Deposit
Cash and Investment Report
November 30, 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	248,937	Stifel
BMW Bank	2/26/16	2/26/21	1.70%	248,000	248,000	249,047	Stifel
Pinnacle Bank	9/22/17	3/22/21	1.95%	245,000	245,000	246,068	Stifel
Bank Hapoalim	4/6/16	4/6/21	1.60%	248,000	248,000	247,936	Stifel
Synchrony Bank	4/15/16	4/15/21	1.50%	248,000	248,000	248,399	Stifel
Wells Fargo Bank	6/17/16	6/17/21	1.75%	248,000	248,000	247,844	Stifel
Mercantil Commerce Bank	6/24/16	6/24/21	1.65%	248,000	248,000	247,831	Stifel
Keesler Federal Credit Union	2/28/19	8/30/21	3.05%	249,000	249,000	254,956	Stifel
JP Morgan Chase Bank NA	11/30/16	11/30/21	2.10%	248,000	248,000	248,350	Stifel
Discover Bank	12/14/16	12/14/21	2.10%	248,000	248,000	249,991	Stifel
State Bank of India, NY	1/26/17	1/26/22	2.35%	248,000	248,000	251,336	Stifel
Mountain America FCU	4/23/19	3/27/23	3.00%	249,000	249,205	258,539	Stifel
Sallie Mae Bank	3/22/17	3/22/22	2.35%	247,000	247,000	250,448	Stifel
Medallion Bank	4/4/17	4/4/22	2.25%	248,000	248,000	250,926	Stifel
American Express Centurion Bank	4/5/17	4/5/22	2.45%	247,000	247,000	250,186	Stifel
Goldman Sachs Bank	4/12/17	4/12/22	2.40%	247,000	247,000	249,166	Stifel
Capital One Bank USA NA	4/19/17	4/19/22	2.40%	247,000	247,000	250,794	Stifel
EverBank	4/28/17	4/28/22	2.15%	248,000	248,000	250,368	Stifel
American Express Bank FSB	5/3/17	5/3/22	2.35%	247,000	247,000	249,650	Stifel
Capital One Bank NA McLean VA	5/10/17	5/10/22	2.30%	247,000	247,000	250,253	Stifel
Comenity Bank	5/31/17	5/31/22	2.35%	248,000	248,000	251,603	Stifel
First Bank of Highland	6/21/17	6/21/22	2.10%	247,000	247,000	249,072	Stifel
Morgan Stanley Bank NA	6/6/19	6/6/24	2.70%	246,000	246,000	254,662	Stifel
Morgan Stanley Private Bank	4/23/19	4/25/24	2.75%	246,000	246,000	255,173	Stifel
Coastal Comm. Teacher Credit Union	7/16/19	7/16/24	2.50%	249,000	249,000	255,603	Stifel
Merrick Bank	7/31/19	7/31/24	2.20%	249,000	249,000	252,249	Stifel
Evansville Teachers Fed. Credit Union	8/27/19	8/29/22	2.10%	249,000	249,000	251,089	Stifel
First Bank of DeQueen	8/21/19	8/30/24	1.80%	249,000	249,000	247,633	Multi-Bank
EnerBank	7/23/19	7/22/24	2.35%	247,000	247,016	247,225	Multi-Bank
Total for Negotiable Certificates of Deposit				<u>\$ 7,183,000</u>	<u>\$ 7,183,221</u>	<u>\$ 7,265,337</u>	

CITY OF LA PUENTE

Corporate Bonds
Cash and Investment Report
November 30, 2019

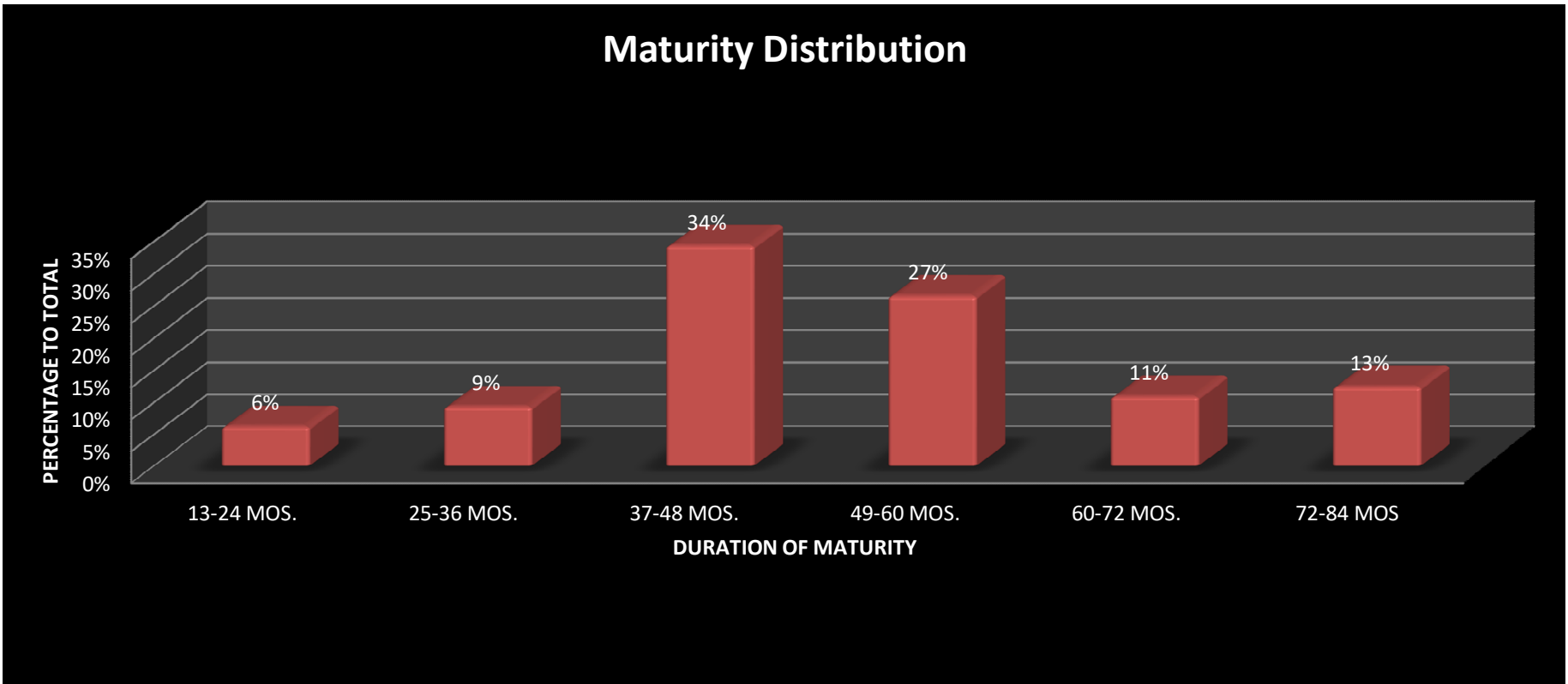
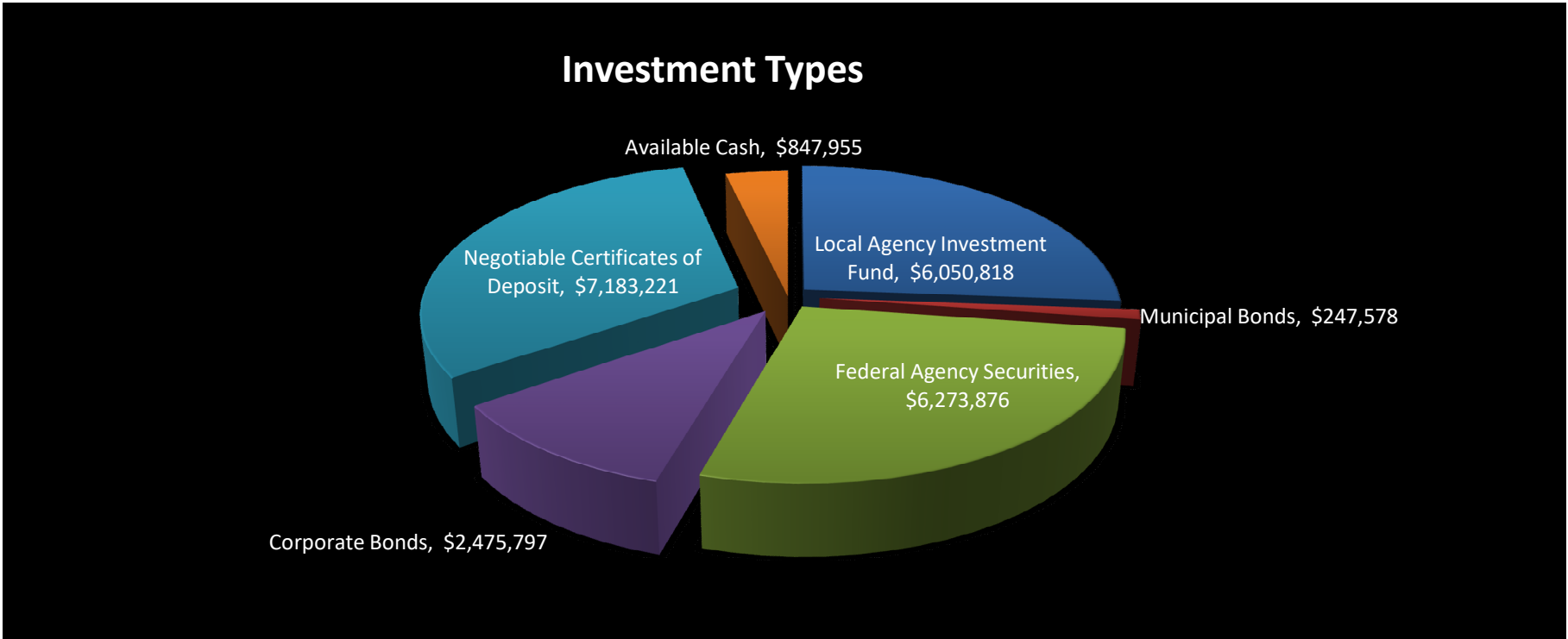
Issuer	Purchase Date	Maturity Date	Interest Rate	Face Value	Book Value	Market Value	Source of Market Valuation
Apple Inc	10/27/17	2/9/22	2.15%	250,000	250,000	251,818	Stifel
JP Morgan Chase	2/12/19	1/23/20	2.25%	250,000	249,042	250,030	Stifel
Toyota Motor Credit	2/28/19	10/18/23	2.25%	250,000	243,956	252,365	Stifel
Proctor and Gamble	1/9/18	11/3/21	1.70%	250,000	244,875	249,953	Stifel
Toyota Motor Credit	2/2/18	3/12/20	2.15%	250,000	249,375	250,183	Stifel
Bank of New York Mellon	8/16/18	8/16/23	2.20%	250,000	237,232	251,308	Stifel
JP Morgan Chase	4/3/19	5/18/23	2.70%	250,000	251,094	254,418	Stifel
Coca Cola	10/10/19	9/6/24	1.75%	250,000	250,224	248,780	Stifel
Bank of America	5/28/19	5/30/24	3.00%	<u>500,000</u>	<u>500,000</u>	<u>498,640</u>	Stifel
Total for Negotiable Corporate Bonds				<u>\$ 2,500,000</u>	<u>\$ 2,475,797</u>	<u>\$ 2,507,493</u>	

CITY OF LA PUENTE

Municipal Bonds
Cash and Investment Report
November 30, 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>247,578</u>	<u>\$ 255,873</u>	Stifel
Total for Municipal Bonds				<u>\$ 250,000</u>	<u>\$ 247,578</u>	<u>\$ 255,873</u>	

Cash and Investment Report Charts
November 30, 2019



Cash and Investment Report
December 31, 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				2.043%	\$ 5,900,818	\$ 5,900,818	\$ 5,911,264	LAIF
Government Obligations								
U.S. Agency Security	FFCB	07/16/18	10/16/20	2.625%	250,000	250,000	252,160	Stifel
U.S. Agency Security	FFCB	07/14/16	07/14/21	1.480%	250,000	250,000	249,283	Stifel
U.S. Agency Security	FFCB	01/16/19	01/26/21	3.000%	250,000	253,437	253,780	Multi-Bank
U.S. Agency Security	FFCB	09/20/19	08/28/23	1.920%	250,000	249,833	250,010	Stifel
U.S. Agency Security	FFCB	06/07/19	06/13/24	1.950%	250,000	249,712	252,163	Stifel
U.S. Agency Security	FFCB	12/18/19	12/27/22	1.830%	250,000	250,000	249,898	Stifel
U.S. Agency Security	FFCB	12/18/19	06/03/24	1.940%	250,000	250,216	250,010	Stifel
U.S. Agency Security	FFCB	06/12/19	06/21/24	2.220%	250,000	250,000	250,475	Stifel
U.S. Agency Security	FFCB	10/10/19	10/15/24	1.920%	250,000	249,915	248,275	Stifel
U.S. Agency Security	FFCB	07/11/19	07/08/24	2.230%	250,000	250,074	250,170	Stifel
U.S. Agency Security	FHLB	01/23/19	02/11/20	2.125%	250,000	251,244	250,133	Stifel
U.S. Agency Security	FHLB	04/26/16	10/26/20	1.550%	250,000	250,000	249,843	Stifel
U.S. Agency Security	FHLB	02/26/16	02/26/21	1.690%	30,000	30,000	29,832	Stifel
U.S. Agency Security	FHLB	04/13/16	04/13/21	1.480%	250,000	249,125	249,553	Stifel
U.S. Agency Security	FHLB	09/30/16	09/30/21	1.625%	250,000	250,000	249,745	Stifel
U.S. Agency Security	FHLB-SU	10/28/16	10/28/21	1.000%	250,000	249,750	249,723	Stifel
U.S. Agency Security	FHLMC	07/27/16	07/27/21	1.450%	250,000	249,750	248,355	Stifel
U.S. Agency Security	FHLMC	11/04/19	11/12/24	1.750%	250,000	249,625	248,805	Stifel
U.S. Agency Security	FHLMC	11/14/19	05/10/24	1.750%	250,000	250,061	249,045	Stifel
U.S. Agency Security	FHLMC	08/12/16	08/12/21	1.125%	250,000	246,250	248,155	Stifel
U.S. Agency Security	FNMA	10/25/19	08/15/23	1.800%	250,000	250,738	248,880	Stifel
U.S. Agency Security	FNMA	05/25/16	05/25/21	1.500%	250,000	249,625	249,434	Stifel
U.S. Agency Security	FNMA	06/16/16	06/16/21	1.500%	250,000	248,750	248,343	Stifel
U.S. Agency Security	FNMA	07/27/16	07/27/21	1.250%	500,000	499,250	494,655	Stifel
U.S. Agency Security	FNMA	10/07/16	10/07/21	1.500%	250,000	249,950	249,008	Stifel
Total Government Securities					6,280,000	6,277,304	6,269,728	
Municipal Bonds***				various	250,000	247,578	255,638	Stifel
Negotiable Certificates of Deposit ***				various	7,183,000	7,183,221	7,260,806	Stifel
Corporate Bonds***				various	2,250,000	2,226,756	2,256,913	Stifel
Total Investments					\$ 21,863,818	\$ 21,835,676	\$ 21,954,349	
Deposits						1,680,017	*	
Miscellaneous Cash						2,200	**	
Total Cash and Deposits						1,682,217		
Total Investments, Cash and Deposits						\$ 23,517,893		

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 O. Grunklee, CPA
Dir. Of Administrative Services

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Principal Accountant

CITY OF LA PUENTE

Negotiable Certificates of Deposit
Cash and Investment Report
December 31, 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	248,704	Stifel
BMW Bank	2/26/16	2/26/21	1.70%	248,000	248,000	248,796	Stifel
Pinnacle Bank	9/22/17	3/22/21	1.95%	245,000	245,000	245,828	Stifel
Bank Hapoalim	4/6/16	4/6/21	1.60%	248,000	248,000	247,767	Stifel
Synchrony Bank	4/15/16	4/15/21	1.50%	248,000	248,000	248,203	Stifel
Wells Fargo Bank	6/17/16	6/17/21	1.75%	248,000	248,000	247,700	Stifel
Mercantil Commerce Bank	6/24/16	6/24/21	1.65%	248,000	248,000	247,690	Stifel
Keesler Federal Credit Union	2/28/19	8/30/21	3.05%	249,000	249,000	254,545	Stifel
JP Morgan Chase Bank NA	11/30/16	11/30/21	2.10%	248,000	248,000	248,218	Stifel
Discover Bank	12/14/16	12/14/21	2.10%	248,000	248,000	249,862	Stifel
State Bank of India, NY	1/26/17	1/26/22	2.35%	248,000	248,000	251,169	Stifel
Mountain America FCU	4/23/19	3/27/23	3.00%	249,000	249,205	258,163	Stifel
Sallie Mae Bank	3/22/17	3/22/22	2.35%	247,000	247,000	250,293	Stifel
Medallion Bank	4/4/17	4/4/22	2.25%	248,000	248,000	250,797	Stifel
American Express Centurion Bank	4/5/17	4/5/22	2.45%	247,000	247,000	250,046	Stifel
Goldman Sachs Bank	4/12/17	4/12/22	2.40%	247,000	247,000	249,065	Stifel
Capital One Bank USA NA	4/19/17	4/19/22	2.40%	247,000	247,000	250,633	Stifel
EverBank	4/28/17	4/28/22	2.15%	248,000	248,000	250,262	Stifel
American Express Bank FSB	5/3/17	5/3/22	2.35%	247,000	247,000	249,534	Stifel
Capital One Bank NA McLean VA	5/10/17	5/10/22	2.30%	247,000	247,000	250,117	Stifel
Comenity Bank	5/31/17	5/31/22	2.35%	248,000	248,000	251,470	Stifel
First Bank of Highland	6/21/17	6/21/22	2.10%	247,000	247,000	248,996	Stifel
Morgan Stanley Bank NA	6/6/19	6/6/24	2.70%	246,000	246,000	254,477	Stifel
Morgan Stanley Private Bank	4/23/19	4/25/24	2.75%	246,000	246,000	254,900	Stifel
Coastal Comm. Teacher Credit Union	7/16/19	7/16/24	2.50%	249,000	249,000	255,509	Stifel
Merrick Bank	7/31/19	7/31/24	2.20%	249,000	249,000	252,239	Stifel
Evansville Teachers Fed. Credit Union	8/27/19	8/29/22	2.10%	249,000	249,000	251,022	Stifel
First Bank of DeQueen	8/21/19	8/30/24	1.80%	249,000	249,000	247,748	Multi-Bank
EnerBank	7/23/19	7/22/24	2.35%	247,000	247,016	247,052	Multi-Bank
Total for Negotiable Certificates of Deposit				<u>\$ 7,183,000</u>	<u>\$ 7,183,221</u>	<u>\$ 7,260,806</u>	

CITY OF LA PUENTE

Corporate Bonds
Cash and Investment Report
December 31, 2019

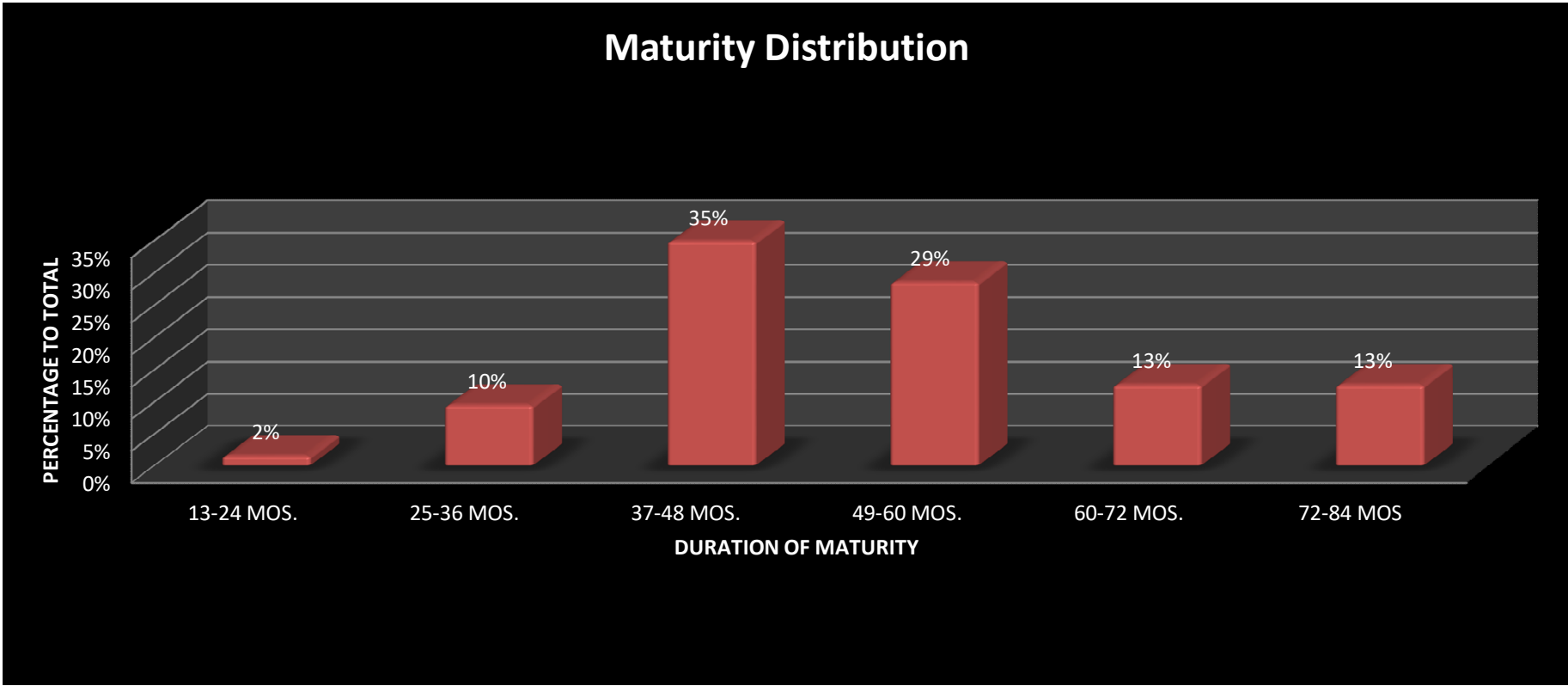
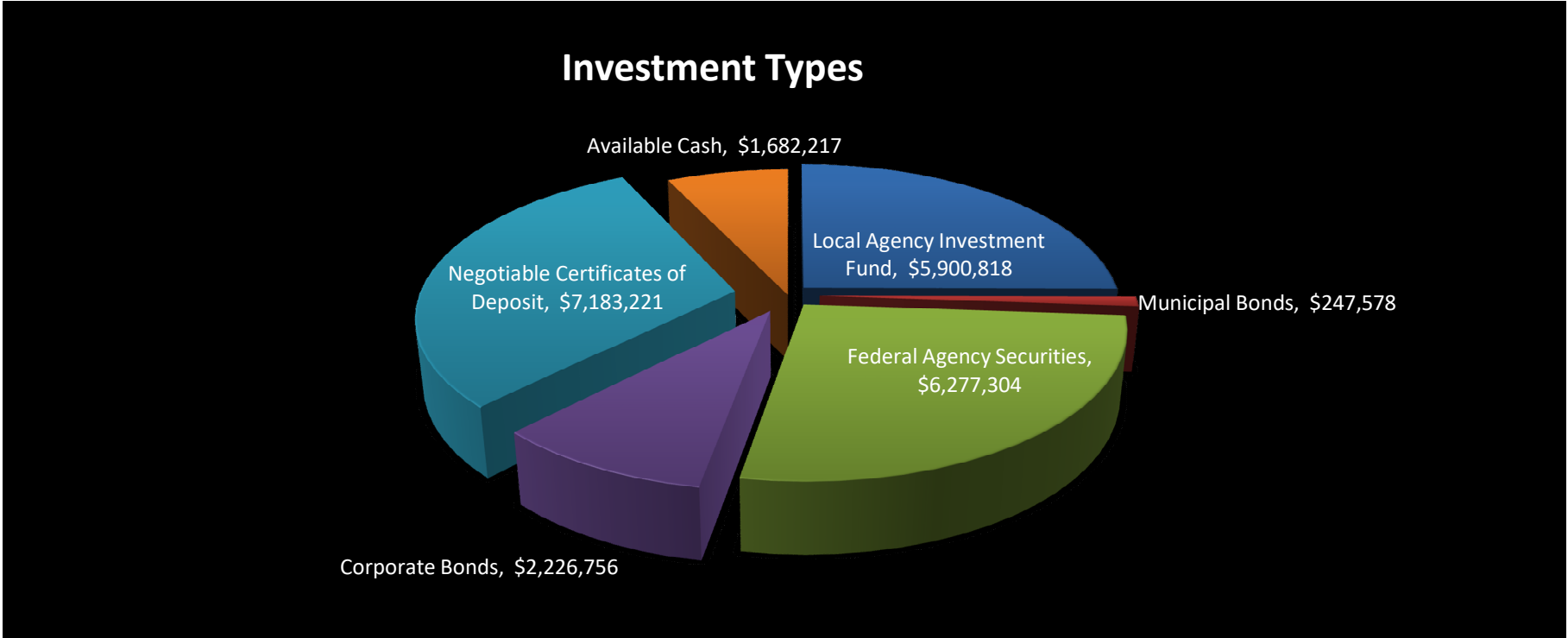
Issuer	Purchase Date	Maturity Date	Interest Rate	Face Value	Book Value	Market Value	Source of Market Valuation
Apple Inc	10/27/17	2/9/22	2.15%	250,000	250,000	252,123	Stifel
Toyota Motor Credit	2/28/19	10/18/23	2.25%	250,000	243,956	252,458	Stifel
Proctor and Gamble	1/9/18	11/3/21	1.70%	250,000	244,875	250,858	Stifel
Toyota Motor Credit	2/2/18	3/12/20	2.15%	250,000	249,375	250,065	Stifel
Bank of New York Mellon	8/16/18	8/16/23	2.20%	250,000	237,232	252,558	Stifel
JP Morgan Chase	4/3/19	5/18/23	2.70%	250,000	251,094	254,550	Stifel
Coca Cola	10/10/19	9/6/24	1.75%	250,000	250,224	248,288	Stifel
Bank of America	5/28/19	5/30/24	3.00%	<u>500,000</u>	<u>500,000</u>	<u>496,015</u>	Stifel
Total for Negotiable Corporate Bonds				<u>\$ 2,250,000</u>	<u>\$ 2,226,756</u>	<u>\$ 2,256,913</u>	

CITY OF LA PUENTE

Municipal Bonds
Cash and Investment Report
December 31, 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>247,578</u>	<u>\$ 255,638</u>	Stifel
Total for Municipal Bonds				<u>\$ 250,000</u>	<u>\$ 247,578</u>	<u>\$ 255,638</u>	

Cash and Investment Report Charts
December 31, 2019





City of La Puente **AGENDA REPORT**

To: Mayor and City Council For meeting of: January 28, 2020

From: Bob Lindsey, City Manager

By: Troy O. Grunklee, CPA, Director of Administrative Services
Alex Merkel Medina, Principal Accountant
Marissa Carrillo, Accounting Assistant

SUBJECT: REQUISITION SUMMARY REPORT FOR DECEMBER 2019

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 December 2019.

DISCUSSION

City staff initiated seven (7) requisitions during the month totaling \$63,242.69. See Attachment "A" to this report.

RECOMMENDATION

It is recommended that the City Council receive and file the requisition summary report for December 2019.

ATTACHMENTS

Attachment "A": Requisition Summary Report for December 2019

City of La Puente
Requisition Summary Report
For the period of 12/01/2019-12/31/2019

<u>Requisition Number</u>	<u>Date Requested</u>	<u>Date Approved</u>	<u>Status</u>	<u>Department</u>
REQ000401	12/3/2019	12/3/2019	Approved	Development Services

Vendor: KSK Facilities
Description: Custodial Services - All City locations

Total Obligation \$ 25,920.00
Total Paid \$ 1,455.00

Submitted By: Gisel Rubio
Approved By: City Council
Funding Source: General Fund (100) & Lighting & Landscape Maintenance (285)

<u>Requisition Number</u>	<u>Date Requested</u>	<u>Date Approved</u>	<u>Status</u>	<u>Department</u>
REQ000402	12/3/2019	12/3/2019	Approved	Community Services

Vendor: Superior Alarm Systems
Description: La Puente Community Ctr Alarm System

Total Obligation \$4,113.84
Tota Paid

Submitted By: Elizabeth Herrera
Approved By: Director of Administrative Services
Funding Source: Lighting & Landscape Maintenance (285)

<u>Requisition Number</u>	<u>Date Requested</u>	<u>Date Approved</u>	<u>Status</u>	<u>Department</u>
REQ000403	12/3/2019	12/3/2019	Approved	Administrative Services

Vendor: JCL Traffic
Description: Water Barricades for street closures

Total Obligation \$ 6,203.18
Total Paid \$ 6,231.50

Submitted By: Elizabeth Herrera
Approved By: City Manager
Funding Source: Gas Tax Fund (200)

Requisition Number	Date Requested	Date Approved	Status	Department
REQ000404	12/3/2019	12/3/2019	Approved	Community Services

Vendor: Angelcom Audio
Description: Sound and Stage Services for holiday parade and tree lighting services

Total Obligation \$ 2,945.00
Total Paid \$ 2,945.00

Submitted By: Angel Morales
Approved By: Director of Community Services
Funding Source: General Fund (100)

Requisition Number	Date Requested	Date Approved	Status	Department
REQ000405	12/10/2019	12/10/2019	Approved	Administrative Services

Vendor: CDCE, Inc.
Description: Ford Fusion Veh Safety Equipment

Total Obligation \$12,256.82
Total Paid

Submitted By: Elizabeth Herrera
Approved By: City Council
Funding Source: Vehicle Replacement (555)

Requisition Number	Date Requested	Date Approved	Status	Department
REQ000407	12/13/2019	12/13/2019	Approved	Development Services

Vendor: United States Postal Service
Description: Postage For Mail Meter

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

Submitted By: Norma Ramirez
Approved By: Director of Development Services
Funding Source: General Fund (100)

Requisition Number	Date Requested	Date Approved	Status	Department
REQ000408	12/19/2019	12/19/2019	Approved	Community Services

Vendor: Armijo - ABC
Description: La Puente Calendar 2020

Total Obligation \$ 8,990.00
Total Paid

Submitted By: Angel Morales
Approved By: Director of Community Services
Funding Source: General Fund (100)



City of La Puente AGENDA REPORT

To: Mayor and City Council

For meeting of: January 28, 2020

From: Robert Lindsey, City Manager

By: Troy Grunklee, CPA, Director of Administrative Services
Alex Merkel Medina, Principal Accountant

SUBJECT: CONSIDERATION OF A PROFESSIONAL SERVICES AGREEMENT WITH VAN LANT & FANKHANEL, LLP FOR AUDITING SERVICES IN THE AMOUNT OF \$87,900

BACKGROUND

In March of 2015, the City Council awarded a three (3) year contract for annual financial statement audit services to Van Lant and Fankhanel, LLP. The professional services agreement provided for a possible two (2) year extension subsequent to the end of the initial three (3) year term. The City Council awarded this two (2) year extension to the firm in March of 2018, maintaining their services through the end of the Fiscal Year 2018-2019 audit.

The initial contract awarded to Van Lant and Fankhanel in 2015 was based on their response to a Request for Proposal for financial statement audit services issued by City staff. The firm responded with the lowest bid out of nine (9) responsive firms.

DISCUSSION

The term of the professional services agreement between the City and Van Lant and Fankhanel, LLP expired is set to expire in March 2020. The firm has proposed providing annual audit services to the City for an additional three (3) year term, beginning in Fiscal Year 2019-2020 and ending with Fiscal Year 2021-2022. The proposed pricing schedule provided by the firm is summarized in the table below:

Service	Fiscal Year		
	2019/20	2020/21	2021/22
City Audit and Related Reports	\$ 24,500	\$ 24,500	\$ 24,500
Single Audit, if required	2,500	2,500	2,500
City SCO Report	1,500	1,500	1,500
Street Report	800	800	800
Grand Total (not-to-exceed)	\$ 29,300	\$ 29,300	\$ 29,300

The proposed annual contract amount, not-to-exceed \$29,300, remains lower than the proposed fees of all other nine (9) firms that responded to the 2015 Request for Proposal.

Pursuant to Chapter 2.20.090 (f) of the La Puente Municipal Code, agreements for professional services may be executed without observing formal bidding procedures based on factors such as demonstrated competence, long-standing relationship with the City, and reasonableness of cost to perform work. As such, staff does not intend to conduct a formal bidding process prior to recommending that the City Council award an agreement to Van Lant and Fankhanel, LLP.

The summary of tasks to be performed by the auditors is as follows:

- 1) Perform an audit of all funds of the City and the Successor Agency to the Community Development Commission private purpose trust. The audit is to be performed in accordance with generally accepted auditing standards and the standards set forth for financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, and the U.S. Office of Management and Budget Circular A-133, *Audits of State and Local Governments and Non-Profit Organizations*;
- 2) Prepare the City's Comprehensive Annual Financial Report (CAFR). The audit reports shall include a signed opinion, basic financial statements and fund financial statements, accompanying notes to the financial statements and required supplementary information;
- 3) Perform a single audit on the expenditures of federal grants in accordance with OMB Circular A-133 and render the appropriate reports;
- 4) Perform agreed upon auditing procedures pertaining to the City's GANN Limit (Appropriation Limit) and render a letter annually to the City regarding compliance;
- 5) Prepare and submit a management letter at the conclusion of the annual audit. The management letter shall report all significant opportunities for realistically improving internal controls of the City's operations and procedures that are discovered or observed by the auditor in the course of the annual audit;
- 6) Prepare State Controller's reports for the City;
- 7) Prepare Gas Tax report;
- 8) Present and discuss audit results to the City Council at a regular meeting; and
- 9) Provide general consultation on financial reporting matters.

FISCAL IMPACT

Annual audits are an ongoing budget item. The award of the agreement to Van Lant & Fankhanel, LLP will cost \$87,900 over the course of the three (3) year contract term. Per the attached proposal, the annual audit services will not exceed \$29,300 per fiscal year. Funds will be disbursed from the General Fund.

RECOMMENDATION

It is recommended that the City Council: (1) approve the Agreement with Van Lant & Fankhanel, LLP for auditing services in the amount of \$87,900; and (2) authorize the City Manager to execute the Agreement on behalf of the City.

ATTACHMENTS

Attachment "A": Professional Services Agreement

CITY OF LA PUENTE

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”), is made and effective as of April 1, 2020, between the City of La Puente, a municipal corporation (“City”) and Van Lant & Frankhanel, a LLP (“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 for an initial three-year term unless sooner terminated pursuant to the provisions of this Agreement. This Agreement may be extended for an additional two-years by mutual agreement of the parties.

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 & Rate Schedule”). Tasks other than those specifically described in the Scope of Services shall not be performed without prior written approval of the City. In the event of conflict or inconsistency between the terms of this Agreement and Exhibit A, the terms of this Agreement shall prevail.

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

(c) 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 professional auditing services, 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

The City Manager, or his/her designee, 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 A ("Scope of Services & Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed twenty nine thousand three thousand dollars (\$29,300) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

(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 B 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:

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

With a copy to:

James M. Casso, City Attorney
Casso & Sparks
13300 Crossroads Parkway North, Suite 410
City of Industry, CA 91746
Tel: (626) 269-2980

If to Contractor:

Brett Van Lant, CPA, Partner
Van Lant & Frankhanel, LLP
25901 Kellogg Street
Loma Linda, CA 92354
Email: bvanlant@vlfcpa.com
Tel: (951) 283-4848

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.

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.

(Signatures on following page)

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

“CONSULTANT”

Van Lant & Frankhanel, LLP

By: _____
Bob Lindsey, City Manager

By:  _____
Brett Van Lant, CPA, Partner

Attest:

By: _____
Sheryl Garcia, City Clerk

Approved as to form:

By: _____
James M. Casso, City Attorney

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

EXHIBIT A

SCOPE OF SERVICES & RATE SCHEDULE

Service	Fiscal Year		
	2019/20	2020/21	2021/22
City Audit and Related Reports	\$ 24,500	\$ 24,500	\$ 24,500
Single Audit, if required	2,500	2,500	2,500
City SCO Report	1,500	1,500	1,500
Street Report	800	800	800
Grand Total (not-to-exceed)	\$ 29,300	\$ 29,300	\$ 29,300

EXHIBIT B

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: January 28, 2020

From: Bob Lindsey, City Manager

By: John Di Mario, Development Services Director
William C. Pagett, City Engineer

SUBJECT: CONSIDERATION OF AWARD OF CONSTRUCTION CONTRACT TO LEONIDA BUILDERS, INC. FOR THE SEWER AND PARK IMPROVEMENTS AT LA PUENTE COMMUNITY PARK IN THE AMOUNT OF \$1,648,031.50

BACKGROUND

At the City Council meeting of August 27, 2019, the Council approved Resolution No. 19-5515 approving the application for Grant Funds with the California Natural Resources Agency for the proposed La Puente Park renovations, as part of the implementation of the Park Master Plan ("PMP"). With the support of Assembly Majority Leader Ian Calderon, the State Legislature and Governor recently approved an additional grant of \$1.2 million for the City to begin the implementation of the PMP.

With the implementation of park improvements to the western portion of La Puente Park (which includes the re-configuration of the athletic fields), it is appropriate to complete needed improvements to the sewer main line pipe that runs through this portion of the park before connecting to the larger sewer line in Hacienda Boulevard. Therefore, this project includes improvements to the parking lots, drainage improvements, and hardscape and landscaping improvements along and adjacent to the sewer line improvements.

At the October 18, 2019 City Council meeting, the Council authorized to staff to solicit bids for the Sewer and Park Improvements at La Puente Community Park.

DISCUSSION

This project will involve replacing and upsizing the existing 6-inch sewer line pipe that serves the facilities in the park. It also includes construction of an additional sewer line in the middle of the park to tie into the sewer main line pipe in Temple Avenue and provide service for a future building that will be located just south of the existing handball courts.

The project also includes connecting the two parking lots along Hacienda Boulevard and the reconfiguration of the existing parking layout to provide for additional parking spots. The project will also include new hardscape and landscape treatments above the new sewer line as well as the area abutting the existing parking lots on Hacienda Boulevard. The Engineer's Estimate for construction of the project is approximately \$1,617,900.

AGENDA ITEM NO. D-5

The bid opening was conducted on January 16, 2020. The City received a total of four (4) bids for the project. The results of the bids are as follows:

Leonida Builders, Inc.	\$1,648,031.50
Los Angeles Engineering Inc.	\$1,968,521.00
Wright Construction	\$2,059,670.97
Excel Paving Co.	\$2,458,604.25

After the process of verifying the contractor's bid submittal, references were contacted for Leonida Builders. References confirmed that the contractor's prior work was completed satisfactorily. Leonida Builders has been determined to be the lowest responsible bidder for the project.

Based upon the scope of work for the project, the project should take approximately sixty (60) working days to complete after the date the contractor is issued the notice to proceed.

FISCAL IMPACT

The bid schedule for construction of this project totals \$1,648,031.50 consisting of \$1,275,031.00 in sewer improvements and drainage, hardscape and landscaping improvements necessitated by the sewer upgrades, and \$373,000.50 in parking lot and landscaping improvements outside of the sewer upgrade work. With a 10 percent (10%) project contingency of \$164,803.15, the total construction project budget is \$1,812,834.65. In addition, there are associated project costs for construction management, inspection, and material testing estimated at \$200,000 which brings the total project cost to \$2,012,834.65.

Funding for the sewer improvements portion of the project and associated project costs is available from Sewer Fund balance that is currently \$7.9 million. The balance of the project costs will be funded through grant funds of \$250,000, Lighting and Landscape Funds of \$86,000, with \$83,000 from the General Fund. As this project was not included in the Fiscal Year 2019-20 Capital Improvement budget, a budget adjustment is necessary in the following amounts from each of the respective funds: \$1,593,834.15 from the Sewer fund; \$250,000 from the Grant fund; \$86,000 from the Lighting and Landscape Fund; and \$83,000 from the General Fund.

RECOMMENDATION

It is recommended that the City Council: (1) award the contract to Leonida Builders, Inc. in the amount of \$1,648,031.50; (2) authorize the City Manager to execute the Agreement and approve change orders up to 10% of the original bid amount; and (3) authorize the appropriation of \$1,593,834.15 of Sewer Funds, \$250,000 of Grant Funds, \$86,000 of Lighting and Landscape Funds, and \$83,000 of General Fund, from available fund balances.

ATTACHMENTS

Attachment "A": Agreement

CITY OF LA PUENTE
CONTRACT AGREEMENT
FOR
SEWER AND PARK IMPROVEMENTS
AT
LA PUENTE COMMUNITY PARK
IN THE CITY OF LA PUENTE

This contract agreement is made and entered into for the above-stated project this 28th Day of January, 2020, by and between the City of La Puente, as AGENCY and Leonida Builders as Contractor.

WITNESSETH that AGENCY and Contractor have mutually agreed as follows:

ARTICLE I

The Contract Documents for the aforesaid project shall consist of the Notice Inviting Sealed Bids, Instructions to Bidders, Proposal, General Specifications, Standard Specifications, Special Provisions, Plans, and all referenced specifications, details, standard drawings, and appendices; together with this contract agreement and all required bonds, insurance certificates, permits, notices, and affidavits and also including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to ensure its completion in an acceptable manner. All of the provisions of said Contract Documents are made a part hereof as though fully set forth herein.

ARTICLE II

For and in consideration of the payments and agreements to be made and performed by AGENCY, Contractor agrees to furnish all materials and perform all work required for the above-stated project and to fulfill all other obligations as set forth in the aforesaid contract documents.

ARTICLE III

Contractor agrees to receive and accept the prices set forth in the Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents and also including those arising from actions of the elements, unforeseen difficulties, or obstructions encountered in the prosecution of the work and also including those arising from actions of the elements, unforeseen difficulties, or obstructions encountered in the

prosecution of the work, suspension, or discontinuance of the work and all other unknowns or risks of any description connected with the work.

ARTICLE IV

AGENCY hereby promises and agrees to employ and does hereby employ, Contractor to provide the materials, do the work and fulfill the obligations according to the terms and conditions herein contained and referred to, for the prices aforesaid and hereby contracts to pay the same at the time, in the manner and upon the conditions set forth in the contract documents.

ARTICLE V

Contractor acknowledges the provisions of the State Labor Code requiring every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code and certifies compliance with such provisions. Contractor further acknowledges the provisions of the State Labor Code requiring every employer to pay at least the minimum prevailing rate of per diem wages for each craft classification or type of workman needed to execute this contract as determined by the Director of Labor Relations of the State of California.

ARTICLE VI

Contractor agrees to indemnify and hold harmless AGENCY and all of its officers and agents from any claims, demands, or causes of action including related expenses, attorney's fees, and costs based on, arising out of, or in any way related to the work undertaken by Contractor hereunder. In the event the insurance coverage is on a claims made basis the Contractor shall indemnify and hold harmless the AGENCY and all of its officers and agents from any and all claims, demands, or causes of action that arise after the expiration of the Contractor's current policy or after the service contract has ended, for any occurrences arising out of or any way related to the work undertaken by the Contractor. The liability insurance coverage values shall be:

<u>Insurance Coverage Requirements</u>	<u>Limit Requirements</u>
Comprehensive General Liability	\$1,000,000
Product/Completion Operations	\$1,000,000
Contractual General Liability	\$1,000,000
Comprehensive Automobile Liability	\$1,000,000

A combined single-limit policy with aggregate limits in the amount of \$2,000,000 will be considered equivalent to the required minimum limits. The issuer shall be an "admitted surety insurer" duly authorized to transact business under the laws of the State of California.

Acceptable insurance coverage shall be placed with carriers admitted to write insurance in California with a rating of A:VIII by A.M. Best & Co. Any deviation from this rule shall require specific approval in writing from the AGENCY.

Insurance shall name the City of La Puente, its officers, agents, and employees as additional insured by endorsement of the Contractor's policy. A copy of the endorsement, showing policy limits, shall be provided to the AGENCY on or before signing this contract.

ARTICLE VII

Contractor affirms that the signatures, titles, and seals set forth hereinafter the execution of this contract agreement represent all individuals, firm members, partners, joint venturers, and/or corporate officers having a principal interest herein.

ARTICLE VIII

BLANK

ARTICLE IX

Records and Audits. The Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the contract and such other records as may be deemed necessary by the AGENCY to assure proper accounting for all project funds, both federal and non-federal shares. These records will be made available for audit purposes to the AGENCY or any authorized representative and will be retained for 5 years after the expiration of this Contract unless permission to destroy them is granted by the AGENCY.

IN WITNESS WHEREOF, the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this contract agreement to be executed in duplicate by setting hereunto their names, titles, hands, and seals this _____ day of _____, 20____.

Contractor: _____
(Signature)

Name and Title (Printed) _____

Contractor's License No. _____

Agency Business License No. _____

Federal Tax Identification No. _____

Note: Contractor signature must be acknowledged before a Notary Public, and evidence of the authority of any person signing as attorney-in-fact must be attached.

AGENCY: _____
City Manager of the City of La Puente

Attested: _____
City Clerk of the City of La Puente

Date _____

Approved
as to form: _____
City Attorney of the City of La Puente

Date _____

FAITHFUL PERFORMANCE BOND
FOR
SEWER AND PARK IMPROVEMENTS
AT
LA PUENTE COMMUNITY PARK
IN THE CITY OF LA PUENTE

KNOW ALL MEN BY THESE PRESENTS that Leonida Builders as
CONTRACTOR and _____,
a corporation organized and existing under the laws of the State of _____,
and duly authorized to transact business under the laws of the State of California, as SURETY, are held and firmly bound unto
the City of La Puente, as AGENCY, in the penal sum of One Million Six Hundred Forty-Eight Thousand Thirty-One Dollars and
Fifty Cents (\$1,648,031.50), which is 100 percent of the total contract amount for the above-stated project, for the payment of
which sum, CONTRACTOR and SURETY agree to be bound, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas CONTRACTOR has been awarded and is about to enter
into the annexed Contract Agreement with AGENCY for the above-stated project, if CONTRACTOR faithfully performs and fulfills
all obligations under the contract documents in the manner and time specified therein, then this obligation shall be null and void,
otherwise it shall remain in full force and effect in favor of AGENCY; provided that any alterations in the obligations or time for
completion made pursuant to the terms of the Contract Documents shall not in any way release either CONTRACTOR or
SURETY, and notice of such alterations is hereby waived by SURETY.

IN WITNESS WHEREOF, three (3) identical counterparts of this instrument, each of which shall for all purposes be deemed an
original hereof, have been duly executed by Bidder and Surety, on the date set forth below, the name of each corporate party
being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing
body.

Dated: _____

BIDDER: Name: _____

Address: _____

By: _____
(Signature)

Type Name and Title _____

SURETY: Name: _____

Address: _____

By: _____
(Signature)

Type Name and Title: _____

Note: This bond must be executed in duplicate and dated, all signatures must be acknowledged before a Notary Public, and evidence of the authority of any person signing as attorney-in-fact must be attached.

MATERIAL AND LABOR BOND
FOR
SEWER AND PARK IMPROVEMENTS
AT
LA PUENTE COMMUNITY PARK
IN THE CITY OF LA PUENTE

KNOW ALL MEN BY THESE PRESENTS that Leonida Builders, as CONTRACTOR, and _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as SURETY, are held and firmly bound unto the City of La Puente, as AGENCY, in the penal of One Million Six Hundred Forty-Eight Thousand Thirty-One Dollars and Fifty Cents (\$1,648,031.50), which is 100 percent of the total contract amount for the above-stated project, for payment of which sum, CONTRACTOR and SURETY agree to be bound, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas CONTRACTOR has been awarded and is about to enter into the annexed Contract Agreement with AGENCY for the above-stated project, if CONTRACTOR or any subcontractor fails to pay for any labor or material of any kind used in the performance of the work to be done under said contract, or fails to submit amounts due under the State Unemployment Insurance Act with respect to said labor, SURETY will pay for the same in an amount not exceeding the sum set forth above, which amount shall inure to the benefit of all persons entitled to file claims under the State Code of Civil Procedures; provided that any alterations in the work to be done, materials to be furnished, or time for completion made pursuant to the terms of the contract documents shall not in any way release either CONTRACTOR or SURETY, and notice of said alterations is hereby waived by SURETY.

IN WITNESS WHEREOF, three (3) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Bidder and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

BIDDER: Name: _____

Address: _____

By: _____
(Signature)

Type Name and Title _____

SURETY: Name: _____

Address: _____

By: _____
(Signature)

Type Name and Title: _____

Note: This bond must be executed in duplicate and dated, all signatures must be acknowledged before a Notary Public, and evidence of the authority of any person signing as attorney-in-fact must be attached.



City of La Puente AGENDA REPORT

To: Mayor and City Council

For meeting of: January 28, 2020

From: Bob Lindsey, City Manager

By: Troy Grunklee, CPA, Director of Administrative Services

SUBJECT: CONSIDERATION OF A PURCHASE ORDER CONTRACT WITH MUSCO SPORTS LIGHTING, LLC FOR THE PURCHASE OF 15 LIGHT POLES INCLUDING THE CONCRETE PIERS, FIXTURES, AND LIGHTING CONTROLS TO BE INSTALLED AT LA PUENTE PARK IN THE AMOUNT OF \$730,000

BACKGROUND

On February 12, 2019, the City Council approved the recommendation made by the La Puente Park Master Plan Youth Programming Ad Hoc Committee to adopt the La Puente Park Master Plan. As part of the park improvements on the western portion of La Puente Park (which includes the re-configuration of the athletic fields) it is appropriate to install new sports field lighting. The current sports field lighting is older technology that doesn't allow the City to take advantage of alternate Southern California Edison billing rates that could save money. By installing new LED sports field lighting, the City would be able to take advantage of these billing rates.

DISCUSSION

City Staff is recommending the purchase of 15 Musco concrete piers, light poles, fixtures, and lighting control for the remaining equipment to be installed at all sports fields at La Puente Park.

This equipment will be awarded through a competitively bid contract (Master Contract #071619-MSL) by Sourcewell (formerly the National Joint Powers Alliance). Sourcewell is a public agency service cooperative that serves over 50,000 members. Through national solicitations, they provide the opportunity for members to purchase through nationally leveraged, competitively bid contracts. Sourcewell contracts offer a multitude of products, equipment, and services to government agencies and non-profit entities. The City of La Puente is a member of Sourcewell and has used Sourcewell contracts in the past. Section 2.20.090 (e) of the La Puente Municipal Code authorizes the City to participate in cooperative purchasing plans or programs such as Sourcewell.

Along with the cost of the lighting equipment will be the installation. A preliminary estimate from Musco Lighting for installation of the piers, poles and fixtures is \$7,500 to \$8,000 per light for a total of \$120,000.00. Of the 15 light poles, the installation of 6 of the piers is already included as a bid item for the park sewer improvement project.

FISCAL IMPACT

The total price to acquire the 15 light poles including the concrete piers, fixtures, and lighting controls, including tax and delivery is \$730,000.00. The installation of these poles will total \$120,000. The total amount of \$850,000 will be paid for using a combination of Sewer Funds for 6 of the lights due to their proximity to the Sewer Park Project and the remaining 9 will be paid using other available grant funding.

RECOMMENDATION

It is recommended that the City Council: (1) approve the purchase order contract with Musco Sports Lighting, LLC for the purchase of 15 light poles including the concrete piers, fixtures, and lighting controls to be installed at La Puente Park in the amount of \$730,000; (2) approve the installation in an amount not to exceed \$120,000; and (3) authorize the City Manager to execute, on behalf of the City, all documents necessary to effectuate this action.

ATTACHMENTS

Attachment "A": Musco Sports Lighting, LLC Quote

Date: January 9, 2019
 To: Mr. Bob Lindsey, The City of La Puente

Project: La Puente City Park- Sports Field Lighting Project
 La Puente, California
 Ref: 200373

Quote – Musco LED Lighting Equipment

All Fields- Phase One. Little League #1, Little League #2, Football, Cheer, Softball #1, and Softball #2 **\$650,000.00**

Option #1- Pre-shipment of Concrete Piers

Pre-shipment of Concrete Piers (15) **\$52,000.00**

**Pre-shipment of Concrete Piers will add 1.5 freight trucks to the project at \$13,000.00*

**Concrete Pier Material price is ~\$39,000.00*

Option #2- Shipment of Musco Light Poles, Fixtures, Lighting Control for the remaining Equipment: **\$611,000.00**

(*)Per Field Breakout Estimates- the total lump sum pricing includes consolidated shipping fees. These prices are provided as estimates.

Little League Field #1 (Includes Lighting Control)	*\$180,000.00
Little League Field #2 (*shared equipment installed with LL Field #1)	*\$96,000.00
Football Field (*shared equipment installed with LL #1, and LL #2).	*\$105,000.00
Softball Field #1, Includes Cheer Lighting Fixtures on B4	*\$155,000.00
Softball Field #2 (*shared equipment installed with Softball Field #1)	*\$114,000.00

Estimated Sales Tax - 9.50% (Confirm at time of order)

Sales tax (see above), bonding not included.

Pricing furnished is effective for 120 days unless otherwise noted and is considered confidential.

Installation Adder Estimate: Musco Pole In the Air Installation Estimate- Per Light Pole **\$7,500.00 - \$8,000.00**

Pole in the air pricing includes, auguring the hole, removing spoil dirt from the project site, installing the concrete pier, backfill with concrete, and assemble / erect the light pole with fixtures / wire harness / Electrical Component Enclosures installed.

No Conduit / Electrical- JCA Engineering will produce electrical drawings to define the conduit runs, conduit requirements, wire sizing, and connection points to existing electrical distribution around the park.

Guaranteed Lighting Performance

- Guaranteed light levels of 50 footcandles infield, 30 footcandles outfield – Little League Standard
- Guaranteed light levels of 50 footcandles infield, 30 footcandles outfield – ASA Softball Standard
- Guaranteed light levels of 30 footcandles – Youth Football

Pole Attachments- Speaker and Security Camera Brackets:

- Speaker Configuration provided by SAS.
 Speaker Model – Community R35.3896. All speakers mounted at 32' AGL.
 (6) 1p (position) brackets, and (9) 2p brackets.
 1p = A3, F2, A4, A5, A6, A7
 2p = A1, A2, B1, B2, B3, F1, B4, B5, B6
- Camera Mounting Plates- **Confirm Model #, and Mounting Bracket and Orientation**
 (15) Camera Mounting Plates- 1x per pole at 20'.



Equipment Description – La Puente City Park Little League Field #1, Little League Field #2, and Football w/ Cheer***Lighting Equipment – Little League #1***

- (4) Pre-cast concrete bases with integrated lightning grounding
- (2) 70' Galvanized steel poles – Little League Field #1- A1, A2
- (2) 80' Galvanized steel poles – Little League Field #1- B1, B2
- Factory wired and tested remote electrical component enclosures
- Pole length, factory assembled wire harnesses
- (4) Factory aimed and assembled luminaries TLC-LED-1200
- (10) Factory aimed and assembled luminaries TLC-LED-1500
- (4) Factory aimed and assembled luminaries TLC-LED BTF 575 mounted at 15' on light poles
- (6) OSQ Security Fixtures mounted to new light poles at 27'. A1 (2), A2 (2), B1 (1), B2 (2)

Lighting Equipment – Little League #2

- (2) Pre-cast concrete bases with integrated lightning grounding
- (1) 70' Galvanized steel poles – Little League Field #2- A3
- (1) 80' Galvanized steel poles – Little League Field #2- B3
- Factory wired and tested remote electrical component enclosures
- Pole length, factory assembled wire harnesses
- (1) Factory aimed and assembled luminaries TLC-LED-900
- (4) Factory aimed and assembled luminaries TLC-LED-1200
- (8) Factory aimed and assembled luminaries TLC-LED-1200
- Factory aimed and assembled luminaries TLC-LED BTF 575 mounted at 15' on light poles
- (4) OSQ Security Fixtures mounted to new light poles at 27'.

Construction Note: Light pole A1, and B1 would be installed as part of the lighting equipment for Little League Field #1

Lighting Equipment - Football

- (2) Pre-cast concrete bases with integrated lightning grounding
- (2) 70' Galvanized steel poles – Football F1, F2
- Factory wired and tested remote electrical component enclosures
- Pole length, factory assembled wire harnesses
- Light Pole A1- Rear Mounted Fixtures to Football- (4) TLC 1500w, and (2) TLC BT 575w
- Light Pole B3- Rear Mounted Fixtures to Football- (4) TLC 1500w, and (2) TLC BT 575w
- (8) Factory aimed and assembled luminaries TLC-LED-1500 – F1/F2
- (4) Factory aimed and assembled luminaries TLC-LED BT 575 mounted at 15' on light poles.
- (4) Factory aiming and assembled luminaires TLC-1200. Rear Facing for Practice Area between SB Outfields.
- (2) OSQ Security Fixtures mounted to light poles F1/F2 at 27'.

Construction Note: Light pole A1, and B3 would be installed as part of the lighting equipment for Little League Field #1, and Little League Field #2.

Control Systems and Services- Little League Field #1, Little League Field #2, and Football

Control-Link® System for remote on/off control and performance monitoring with 24/7 customer support. (1) CMC 24" x 72". CMC #1- Little League Field #1, Little League Field #2, Football, and Practice area between SB Outfields. Lighting Control Equipment will be coordinated with the installation of the La Puente Skate Park from panel MSS.

Operation and Warranty Services

- Reduction of energy and maintenance costs by 50% to 85% over typical 1500W metal halide equipment
- Product assurance and warranty program that covers materials and onsite labor, eliminating 100% of your maintenance costs for 25 years.

Equipment Description – La Puente City Park Softball Field #1, Softball Field #2, and Cheer**Lighting Equipment – Softball Field #1**

- (4) Pre-cast concrete bases with integrated lightning grounding
- (3) 70' Galvanized steel poles – Softball Field #1- A4, A5, B4
- (1) 80' Galvanized steel poles – Softball Field #1- B5
- Factory wired and tested remote electrical component enclosures
- Pole length, factory assembled wire harnesses
- (2) Factory aimed and assembled luminaries TLC-LED 600
- (2) Factory aimed and assembled luminaries TLC-LED-900
- (4) Factory aimed and assembled luminaries TLC-LED-1200
- (9) Factory aimed and assembled luminaries TLC-LED-1500
- (4) Factory aimed and assembled luminaries TLC-LED BTF 575 mounted at 15' on light poles
- (4) OSQ Security Fixtures mounted to new light poles at 28'.

Lighting Equipment – Softball Field #2

- (4) Pre-cast concrete bases with integrated lightning grounding
- (3) 70' Galvanized steel poles – Softball Field #2- A6, A7, B6
- (1) 80' Galvanized steel poles – Softball Field #2, B5
- Factory wired and tested remote electrical component enclosures
- Pole length, factory assembled wire harnesses
- (2) Factory aimed and assembled luminaries TLC-LED-900
- (4) Factory aimed and assembled luminaries TLC-LED-1200
- (8) Factory aimed and assembled luminaries TLC-LED-1200
- (4) Factory aimed and assembled luminaries TLC-LED BTF 575 mounted at 15' on light poles
- (3) OSQ Security Fixtures mounted to new light poles at 28'.

Construction Note: Light pole B5 would be installed as part of the lighting equipment for Softball Field #1.

Control Systems and Services- Softball Field #1, Softball Field #2, Cheer

Control-Link® System for remote on/off control and performance monitoring with 24/7 customer support. (2) CMC 24" x 72". CMC #2- Softball Field #1, Softball Field #2, Cheer, and related auxiliary lighting zones.

Operation and Warranty Services

- Reduction of energy and maintenance costs by 50% to 85% over typical 1500W metal halide equipment
- Product assurance and warranty program that covers materials and onsite labor, eliminating 100% of your maintenance costs for 25 years.

Project Scope:

- 1. Little League Field #1 – Ardenio Dan Ayala Field, 200' R**
- 2. Little League Field #2 - Charles Strong Field, 200' R**
- 3. Softball Field #1 (SE Corner), 200' R**
- 4. Softball Field #2 (SW Corner), 200' R**
- 5. Football Field with Cheer Practice Area, 360' x 160' Football**

Payment Terms

Musco's Credit Department will provide payment terms.

SOURCEWELL

Master Project: 170558

Contract Number: 071619-MSL

Expiration: 08/27/2023

Category: Facility & MRO

Sub-Category: Sports Lighting with Related Supplies and Services



Project Notes

Quote is based on:

- Each Field Equipment Price includes separate shipping to the project site.
- 480 Volt, 3 Phase electrical system requirement-
- Structural code and wind speed = 2019 CBC, 110 MPH.
- Delivery to the job site will be 4-6 weeks after submittal approval, confirmation of order details, and production release.
- Pre-shipment of Concrete Piers- if ordered separately, we can expedite ship timing once Purchase Order's, and submittal approval are received.

Thank you for considering Musco for your lighting needs. Please contact me with any questions or if you need additional details.

Mike Higgins
Musco Sports Lighting, LLC
3002 Dow Ave, Suite #504
Phone: 800-659-0117 ext 6121
E-mail: mike.higgins@musco.com





City of La Puente AGENDA REPORT

To: Mayor and City Council

For meeting of: January 28, 2020

From: Bob Lindsey, City Manager

By: John Di Mario, Development Services Director

SUBJECT: CONSIDERATION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND THE SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS FOR THE LA PUENTE SAFE ROUTES TO SCHOOL MASTER PLAN PROJECT

BACKGROUND

In August 2017 the City submitted a competitive grant application to the Southern California Association of Governments ("SCAG") for the preparation of a Safe Routes to School Master Plan for the City. The City was one of seven agencies that were awarded funding by SCAG. La Puente was awarded a \$200,000 grant with a local match of \$50,000.

The Southern California Association of Governments is a Joint Powers Agency and a federally designated Metropolitan Planning Organization ("MPO") for Southern California. As an MPO, SCAG is primarily responsible for the development of a Regional Transportation Plan/Sustainable Communities Strategy for the counties of Imperial, Los Angeles, Orange, San Bernardino, Riverside, and Ventura. SCAG made available \$1,289,000 in California Active Transportation Program ("ATP") funds for local transportation planning initiatives to manage the seven projects that were selected through the Sustainability Planning Grant Program: 2017 Active Transportation Call for Projects.

DISCUSSION

Provided as Attachment A is a Memorandum of Understanding ("MOU") between SCAG and the City to implement the grant. The City is receiving funding to develop a citywide Safe Routes to School ("SRTS") Master Plan for approximately 9,100 students which attend schools within La Puente or on the City's border. The SRTS Plan will encourage and promote students and parents to walk or bike to school, resulting in the prioritization of safety and infrastructure improvements required to increase the use of active transportation. The SRTS Master Plan will be developed over the next 22 months.

Developing a Safe Routes to School Master Plan will be the first step in moving the City towards a bicycle and pedestrian friendly community for getting students to and from school. The City of La Puente currently does not have any active transportation plans and adding a SRTS Plan would help in decreasing the City's higher levels of obesity and diabetes among school-age children and adults. The SRTS Plan will develop and provide suggested routes to school maps for each school that identifies accessible paths from home to school for both

school-age students and parents. The plan's suggested routes will include a variety of safety and infrastructure improvements and would also provide connectivity to transit facilities, points of interest, and parks within the school boundary limits.

The City has been proactive in applying for grant funding towards SRTS Programs. There have been SRTS Projects implemented in the City for 10 schools over the past 10 years to encourage pedestrians to walk to and from schools including bulb-outs, high visibility crosswalks, overhead flashing beacons, in-roadway lights, speed feedback signs, and pedestrian countdown signals.

Sidewalk gaps and non-compliant signing and striping in school zones will be prioritized into plans that the City can then use to apply for implementation through available future grant funds.

FISCAL IMPACT

The City will receive \$200,000 in grant funding for the development of a citywide Safe Routes to Schools Master Plan. Additionally, the City has budgeted \$50,000 in the Fiscal Year 2019-20 Capital Improvement budget from Transportation Development Act funds for the local match portion of the project.

RECOMMENDATION

It is recommended that the City Council: (1) approve the Memorandum of Understanding with the Southern California Association of Governments; and (2) authorize the City Manager to execute the Agreement on behalf of the City.

ATTACHMENTS

Attachment "A": SCAG MOU

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS
AND THE CITY OF LA PUENTE
FOR THE LA PUENTE SAFE ROUTES TO SCHOOL MASTER PLAN PROJECT**

This Memorandum of Understanding (“MOU” or “Agreement”) is made as of January 28, 2020 (“Effective Date”) by **Southern California Association of Governments**, a California joint powers authority, (“SCAG”) and **City of La Puente** (“CITY”), a municipal corporation, for **the Safe Routes to School Master Plan Project**. SCAG and CITY are individually referred to herein as “Party” and may be collectively referred to herein as “Parties.”

RECITALS:

WHEREAS, SCAG is a Joint Powers Agency and a federally designated Metropolitan Planning Organization (“MPO”) for Southern California. As an MPO, SCAG is primarily responsible for the development of a Regional Transportation Plan/Sustainable Communities Strategy (“RTP/SCS”) for the counties of Imperial, Los Angeles, Orange, San Bernardino, Riverside, and Ventura; and

WHEREAS, SCAG has also initiated its Sustainability Planning Grant Program (“Sustainability Program”) to assist Southern California jurisdictions in evaluating planning options and stimulating development consistent with SCAG’s RTP/SCS and the region’s overall planning goals. SCAG’s Sustainability Program supports visioning efforts, infill analyses, economic and policy analyses and marketing and communication programs; and

WHEREAS, pursuant to its annual Overall Work Program (“OWP”), SCAG will be engaged in activities and projects that will require certain technical, professional, or support services from time to time related to its work regarding the RTP/SCS and the Sustainability Program; and

WHEREAS, SCAG’s Fiscal Year is from July 1 through June 30; and

WHEREAS, CITY’s Fiscal Year is from July 1 through June 30; and

WHEREAS, the CITY seeks to develop a Safe Routes to School Master Plan (“Project”); and

WHEREAS, the Project will encourage and promote students to walk or bike to school, resulting in the prioritization of safety and infrastructure improvements required to increase the use of active transportation; and

WHEREAS, the Project will be specific to CITY; and

WHEREAS, the Project will include the specific items contained in the Scope of Work (“SOW”) for the Project dated _____, attached hereto as Exhibit “A” and incorporated herein

by this reference.

WHEREAS, SCAG will facilitate the preparation of the Project through a request for proposals process to identify and select consultant (s) to develop the Project for City; and

WHEREAS, CITY and SCAG desire to set forth the terms of their ongoing collaboration with respect to this effort in this MOU.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements set forth herein, the Parties hereby agree as follows:

I. TERM:

The term of this MOU shall commence on the Effective Date, and shall continue through the completion of all work contemplated under this MOU, or January 31, 2022, whichever comes first, unless otherwise terminated as set forth in Sections IV and V herein. The term of this MOU may be extended by mutual written agreement of the Parties.

II. RESPONSIBILITIES OF THE PARTIES:

A. SCAG will:

1. Undertake procurement and management of consultant(s) to help CITY to develop the Project.
2. Execute a contract with the consultant for the development of the Project for the tasks described in the SOW, which shall also include any requirements set forth in this MOU.
3. Manage all invoicing and billing for the Project.
4. Submit two invoices to the CITY, a total of \$50,000, as follows:
 - The first invoice will be for \$10,000 to be paid to consultant for Task 1 of the SOW within 30 days of receipt by City.
 - The second and final invoice for the remaining amount of \$40,000 will be submitted after the completion of Task 2 within 30 days of receipt by City.

B. CITY will:

1. Participate in coordination calls and meetings with all parties and consultant throughout the development of the Project.

2. Provide a point-of-contact with name, title, and contact information. If the point-of-contact is reassigned or no longer with the CITY, a new point-of-contact must be designated within ten (10) business days.
 3. Actively engage in the development of the Project including, but not limited to, promptly responding to all correspondence (i.e., to phone calls and emails) and attending meetings.
 4. Review and provide comments to consultant on deliverables as outlined in the Exhibit A.
 5. Participate in check-in calls and/or meetings with consultant. Participate in coordination calls with all parties.
 6. Approve within ten (10) business days any deliverables that can be approved by staff or twenty (20) business days any items that need to be reviewed by City Attorney or City Manager.
 7. Provide meeting space for events related to this MOU and other events related to the development of the Project at no cost.
- C. The Parties agree to not seek any reimbursement for the performance of their respective obligations pursuant to this MOU, except as set forth herein.

III. PROJECT MANAGEMENT:

A. Project Managers.

1. For purposes of this MOU, SCAG designates the following individual as its Project Manager: Dorothy Le Suchkova, Senior Regional Planner
2. For purposes of this MOU, the CITY designates the following individual as its Project Manager: John Di Mario, Director of Development Services

Either Party may change the designations set forth herein upon written notice to the other Party.

IV. DEFAULT; REMEDIES:

- A. Default. A “Default” under this MOU is defined as any one or more of the following: (i) failure of either Party to comply with the terms and conditions contained in this MOU; and/or (ii) failure of either Party to perform its obligations set forth herein satisfactorily or to make sufficient progress toward Project completion.
- B. Remedies. In the event of a Default by either Party, the non-defaulting Party

may provide a written notice of such Default and thirty (30) days to cure the Default. In the event that the defaulting Party fails to cure the Default, or commit to cure the Default and commence the same within such 30-day period and to the satisfaction of the non-defaulting Party, the non-defaulting Party may terminate this MOU. Such termination shall be effective immediately. The remedies described herein are non-exclusive.

V. TERMINATION:

- A. This MOU may be terminated by either Party at any time, with or without cause, by providing written notice of termination to the other Party. Such termination will be effective thirty (15) days after such notice is received.
- B. If CITY terminates this MOU prior to the completion of the Project, SCAG will invoice CITY for any costs incurred that exceed the amount of the initial invoice. Total billable cost to CITY shall not exceed \$50,000.00.

VI. INDEMNIFICATION:

CITY agrees to defend, indemnify, and hold free and harmless SCAG, its elected and appointed boards, officials, officers, agents, employees, members, and volunteers, at CITY's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against SCAG, its elected and appointed boards, officials, officers, agents, employees, members, and volunteers arising out of or relating to the acts or omissions of CITY in connection with this Agreement.

SCAG agrees to defend, indemnify, and hold free and harmless the CITY, its elected officials, officers, agents, employees, and volunteers, at SCAG's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the CITY, its elected officials, officers, agents, employees, and volunteers arising out of or relating to the acts or omissions of SCAG in connection with this Agreement. SCAG shall require that the Project consultant defend and indemnify the CITY and its elected officials, officers, agents, employees, and volunteers from and against any and all claims, actions, suits, or other legal proceedings brought against the CITY arising out of or relating to the acts or omissions of the consultant in connection with the development of the Project, and the agreement between the consultant (s) and SCAG related to the Project.

VII. INSURANCE:

CITY and SCAG shall maintain and keep in full force and effect during the term of this MOU insurance or a program of self-insurance against claims for injuries to persons or damages to property which may arise in connection with CITY's or SCAG's performance of its obligations hereunder.

VIII. OTHER TERMS AND CONDITIONS:

- A. Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by electronic mail or certified mail, postage prepaid and return receipt requested, addressed as follows:

To SCAG: Basil Panas
Chief Financial Officer
Southern California Association of Governments
900 Wilshire Blvd., Suite 1700
Los Angeles, CA 90017
Email: panas@scag.ca.gov
Phone: (213) 236-1817

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

with a copy to: James M. Casso, City Attorney
Casso & Sparks
133000 Crossroads Parkway North, Suite 410
City of Industry, CA 91746
Email: jcasso@cassosparks.com
Tel: (626) 269-2980

- B. No Partnership. This Agreement is not intended to be, and shall not be construed as, an agreement to form a partnership, agency relationship, or a joint venture between the Parties. Except as otherwise specifically provided in the Agreement, neither Party shall be authorized to act as an agent of or otherwise to represent the other Party.
- C. Entire Agreement. This Agreement constitutes the entire understanding between the Parties with respect to the subject matter herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the Parties in interest at the time of such modification.
- D. Governing Law. This Agreement shall be governed by and construed under California law and any applicable federal law without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the Parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Los Angeles County, California.

- E. Attorneys' Fees. In the event that there is any litigation or other legal proceeding between the Parties in connection with this Agreement, each party shall bear its own costs and expenses, including attorneys' fees.
- F. Excusable Delays. Neither Party hereto shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is prevented or delayed by unforeseen causes including acts of God, floods, earthquakes, fires, acts of a public enemy, and government acts beyond the control and without fault or negligence of the affected Party. Each Party hereto shall give notice promptly to the other of the nature and extent of any such circumstances claimed to delay, hinder, or prevent performance of any obligations under this Agreement.
- G. Waiver. Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought.
- H. Headings. The section headings contained in this Agreement are for convenience and identification only and shall not be deemed to limit or define the contents to which they relate.
- I. Assignment. Neither Party may assign its interest in this Agreement, or any part thereof, without the prior written consent of the other Party. Any assignment without consent shall be void and unenforceable.
- J. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.
- K. Authority to Execute. The person executing this Agreement on behalf of the Parties warrant that they are duly authorized to execute this Agreement on behalf of said Parties, and that by doing so the Parties are formally bound to the provisions of this Agreement.

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

For the CITY:

Signed: _____
Bob Lindsey, City Manager

ATTEST:

By: _____
Sheryl Garcia, City Clerk

APPROVED AS TO FORM:

By: _____
James M. Casso, City Attorney

For SCAG:

By: _____
Basil Panas
Chief Financial Officer

APPROVED AS TO FORM:

By: _____
Joann Africa
Chief Counsel/Director of Legal Services

EXHIBIT A

Scope of Work

Background

The City of La Puente is requesting funding to develop a citywide Safe Routes to School (SRTS) Master Plan for approximately 9,100 students at 17 schools amongst three school districts, and two parochial schools. The SRTS Plan will encourage and promote students to walk or bike to school, resulting in the prioritization of safety and infrastructure improvements required to increase the use of active transportation.

Developing a Safe Routes to School Master Plan will be the first step in transforming the City into a bicycle and pedestrian friendly community. The City of La Puente currently does not have any active transportation plans and adding a SRTS Plan would decrease the City's high levels of obesity and diabetes. The SRTS Plan will develop and provide suggested routes to school maps for each school that identify accessible paths from home to school for both school-age students and parents. The plan's suggested routes will include a variety of safety improvements and would also provide connectivity to transit facilities, points of interest, and parks within the school boundary limits.

The City has been proactive in applying for grant funding towards SRTS Programs. There have been SRTS Projects implemented in the City for 10 schools over the past 10 years to encourage pedestrians to walk to and from school including bulb-outs, high visibility crosswalks, overhead flashing beacons, in-roadway lights, speed feedback signs, and pedestrian countdown signals. Sidewalk gaps and non-compliant signing and striping in school zones will be prioritized into plans that the City can then use to apply for implementation through grant funding.

Timeline

The timeline for this project will be approximately 22 months after the Notice to Proceed.

Scope of Work

	Task	Description	Deliverables
Task 1: Project Management			
1.1	Project Kick-off meeting	Consultant shall schedule an in-person kick-off meeting with the SCAG Project Manager, Agency Project Manager and other relevant staff. The meeting will follow a formal agenda developed by the Consultant, and the participants will discuss and examine the following: the City's expectations; the project timeline; and goals, objectives, and tasks. The kick-off meeting will be led by the Consultant with support from the City. Within one week of a Notice to Proceed (NTP), the consultant shall prepare and host an in person kickoff meeting with SCAG, Agency Project Manager and other relevant staff. In addition to introductions and discussion of administrative matters, the consultant shall review the goals of the project with SCAG ,	Agenda, project timeline, task checklist, participant list, and meeting minutes

		Agency Project Manager and other relevant staff to ensure that the consultant's efforts are properly aligned with SCAG's vision for the project. The kick-off meeting will be used to review and discuss project scope of work, project timeline, budget, reporting, establish Project Management Team (PMT) meeting schedule, and confirm communication channels. Following the meeting, the consultant shall prepare minutes for the meeting. Following the meeting the consultant and lead staff for City of La Puente are encouraged to conduct a short tour of the a specific school as an example for the PMT to orient them to the projects needs and current opportunities and challenges. The consultant shall prepare an agenda, sign in sheet, presentation materials, meeting minutes, and any other meeting material ahead of the kickoff meeting. The agenda will be provided a minimum of forty eight (48) hours ahead of the meeting to allow time to review and revise. The meeting notes will be provided within forty-eight (48) hours following the meeting to ensure that next steps and other notes are provided in a timely fashion.	
1.2	Conduct Monthly Project Management Team (PMT) Meetings	The consultant shall schedule and be responsible for monthly project meetings that will allow for the consultant to provide SCAG and City of La Puente with updates on tasks completed and any ongoing or anticipated challenges on a regular basis. The consultant shall participate in a maximum of 22 monthly meetings in total. In addition, the consultant shall generally be available for ad-hoc meetings as needed during any phase of the project. All meetings shall be accomplished by web meeting or teleconference coordinated and approved in advance by the SCAG project manager. In the spirit of reducing VMT, SCAG does not expect to reimburse for travel time to any project meetings related to this project. The consultant shall prepare an agenda, attendee list updated schedule, presentation materials, meeting minutes, and any other meeting material ahead of the monthly PMT meeting. The agenda will be provided a minimum of forty eight (48) hours ahead of the meeting to allow time to review and revise. The meeting notes will be provided within forty-eight (48) hours following the meeting to ensure that next steps	Agendas, Meetings Notes

		and other notes are provided in a timely fashion	
1.3	Technical Assistance and Presentations	The Consultant shall present to the City Council shortly after kickoff meeting: what the SRTS is; how they plan on gathering public input through Core Teams and outreach; what will the final product be.; etc. The Consultant shall draft all staff reports and prepare presentations for all meetings with the City Council in coordination with SCAG and City of La Puente staff.	Presentation Materials, Staff Reports, Presentations
1.4	Develop a Project Management Plan	The consultant shall develop a brief (5-10 page) Project Management Plan (PMP) to document the goals and objectives of the project, confirm proper communication channels, track timelines, and identify risks to completing deliverables on time and on budget. The consultant shall update the PMP on a monthly basis and review it at each monthly project meeting to identify challenges and necessary amendments to the project timeline.	Project Management Plan, Project Management Plan monthly updates
1.5	Deliver Project Close Out Files	The consultant shall document all project deliverables in an organized fashion and deliver them in Zip format at the end of the project according to close out procedure requirements. Each task should have its own folder. Within each task there should be a folder with the name of the deliverable and the final version of each deliverable within it. If the SOW says 10 project meetings there should be 10 folders with agendas, notes, etc. within the folder.	Zip files according to close out procedure requirements
		• Example: Task 1 Project Management - o 1.1 Project Kick Off Meeting - o 1.2 Monthly Project Manager Meetings ▪ Meeting #1 ▪ Meeting #2 ▪ Meeting #3	
		Deliverables	
		<i>Meeting Agenda, Presentation Materials (Task Check List, Timeline, Project Team List, etc.), Sign in Sheet and Minutes</i>	
		<i>Meeting Agendas, Presentation Materials,</i>	

				<i>Sign in Sheets, and Minutes</i>		
		1.3		<i>Project Management Plan</i>		
		1.4		<i>Project Close Out Zip File</i>		
Task 2: Stakeholder Engagement						
2.1	Outreach & Marketing	Consultant shall draft a 2-3 page outreach and marketing strategy that will direct outreach efforts to engage the community in the Plan's development. City and SCAG PM to review the outreach and marketing strategy. The strategy will include a draft outreach schedule and proposed methods of engagement to drive attendance at the Core Teams and Community Workshops. It will also detail how the Consultant will coordinate with the Agency to engage local media to encourage community participation in the planning process. Finally, the outreach and marketing strategy will outline proposed agendas for each of the Core Team meetings and activities for each of the workshops and events. The Core Teams should include teachers, parents, students, school district representatives, Los Angeles County Sheriff's Department representation, and other relevant stakeholders. In addition to the outreach strategy, the Consultant will develop templates including, but not limited to, a survey tool, flyers, information sheets, presentations, etc. to support outreach activities. The Consultant will translate all outreach and marketing materials into Spanish.			Draft and Final Outreach and Marketing Strategy, Survey Tool, Flyer, Information Sheet, Presentation, Templates, Press Releases, Social Media Posts. Bilingual/Spanish outreach and marketing materials.	
2.2	Community Meetings	Consultant shall work with the City to conduct two (2) community workshops and engage with the public at three (3) regularly scheduled events (for example city sponsored or well attended (over 100 attendees) community events) to collect feedback on the plan. Prior to each workshop and event, the Consultant will issue a press release, to be reviewed by the City Project Manager, conduct social media outreach and distribute and post flyers within the community and into the hands of students at various schools to take home to their parents to drive attendance and encourage engagement. In addition, the consultant will schedule at least 5 meetings with community leaders and organizations to present the goals of the plan and gather feedback. These could include, but is not limited to, the Parent Teacher Association/Organization, local Kiwanis Club monthly Open Air/Farmers Markets, neighborhood			Workshop Notices, Sign in Sheets, Meeting Notes, Data Collected , Meeting agendas	

		associations, community groups, back to school nights, , wellness meetings, faith based organizations, etc. The consultant will document feedback received at each meeting to be included in the final plan. The Survey Tool will be used to collect data at each of these outreach activities. Spanish translation services and adult supervision of children in attendance should be provided.	
2.3	Core Team Meetings	Consultant shall coordinate with each school to develop a Core Team tasked with providing input on the development of the Safe Routes to School Plan. The Core Teams should include teachers, parents, students, school district representatives and other relevant stakeholders. The Core Teams shall meet a minimum of four (4) times. The Core Teams will be tasked with reviewing and providing direction to the Agency and the Consultant on all elements of the plan. In addition, the Core Teams will provide input on the infrastructure and non-infrastructure gaps surrounding each school and add input on how to remove physical and mental barriers of walking and bicycling to school..	List of Stakeholders, Core Team Agendas, Presentation Materials, Meeting Notes
2.4	Stake Holder Engagement Chapter in Final Report	The Final Report will include a chapter that includes a description of the extent of community involvement in development of the plan, including disadvantaged and underserved communities. This will at a minimum include the number and location of meetings, people attended, adult supervision of children attending provided, Spanish translation services provided and summary of feedback received. This chapter should be designed to allow components/feedback to be easily included in future grant applications.	Draft and Final Stakeholder Engagement Chapter
Task 3: Data Collection, Mapping and Modeling			
3.1	Inventory Existing Conditions and Planning Documents	The Consultant shall conduct extensive research of current relevant documents that include the circulation and mobility element document, local and regional bicycle master plans, and regional SRTS plans. In addition, the Consultant shall review regional transportation documents from SCAG. The information gathered from this research shall play a crucial role in determining what the existing demands, opportunities, and challenges are for the City. Documents that shall be reviewed include, but are not limited to, the following:	

		1. SCAG Connect SoCal - The 2020-2045 Regional Transportation Plan/Sustainable Communities Strategy 2. SCAG Connect SoCal - The 2020-2045 Regional Transportation Plan/Sustainable Communities Strategy Active Transportation Appendix and Public Health Appendix	
3.2	Existing Bicycle and Pedestrian Trips	The Consultant shall work with SCAG to develop estimates of the number of existing bicycle trips and pedestrian trips in the plan area, both in absolute numbers and as a percentage of all trips. The Consultant shall conduct at least 2 bicycle and pedestrian counts per school on the most heavily travelled routes. Alternatively, Consultant can use the national SRTS in classroom tallies. The Consultant will work with the City PM and Core Team to identify count locations. The Consultant will work with the Core Teams and the City to conduct automated counts using Consultant staff or a count company during the AM and PM peak during the week and during the weekend, , accordance with Caltrans interim Count Guidance. The Consultant will use SCAG's adopted methodologies and the Active Transportation Database (ATDB) and will upload data into SCAG's ATDB.	Tables of Data to be included in Final Report, GIS Map of Count Locations, Data uploaded into SCAG's Active Transportation Database
3.3	Collision Data	The Consultant shall compile data using SWITRS on the number and location of collisions, serious injuries, and fatalities suffered by bicyclists and pedestrians in the plan area, both in absolute numbers and as a percentage of all collisions and injuries, and work with the community to develop goals for collision, serious injury, and fatality reduction after implementation of the plan. It is expected that this will require the Consultant to do an in-depth analysis of collision data to identify collision factors and appropriate countermeasures. The Consultant will also work with SCAG to create a "hot spot" analysis to identify locations with high rates of bicycle and pedestrian collisions. SCAG has already created 5 year estimates for this data and can provide GIS layers as needed.	GIS layer of collision data, Tables of Data for Final Report, Hot Spot Analysis with Collision Factors

3.4	Land Use	The Consultant shall develop a series of geographic information system (GIS) maps documenting and summarizing not less than the following information: 1. Locations of residential neighborhoods, schools, shopping centers, public buildings, major employment centers, and other destinations. 2. In addition, community destinations of high importance that are identified through outreach activities will be identified to assist in the prioritization of projects.; The Consultant will use SCAG templates where available.	• GIS maps and data in shape file formats for the information listed in Task 3.3.
3.5	Walkability /Bikeability Audits	The Consultant will conduct walkability and bikeability audits at each school (0.5 mile radius) including field reviews of ped/bike facilities, photo files, ped/bike connectivity. The walkability and bikeability audits will itemize infrastructure gaps around each school that should be addressed in the Safe Routes to School Plan.	Tables of Data and Images to be used as Exhibits in the Core Team Meetings and the Final Report
3.6	School Route Maps	Consultant will develop a School Route Map for each school using the infrastructure information gathered from the walkability audits and Core Team findings. The school route maps will include ADA compliant ramps, bike lanes/ routes, traffic control devices, school crossings, and crossing guard locations that will show students and parents the safest route to school.	School Route Maps for each school
3.7	Existing Conditions Chapter	The Final Report will include an Existing Conditions Chapter that incorporates all of the data and analysis conducted as part of the planning effort. Data will be provided in graphic form whenever possible and each topic area should include a fact sheet that can be used for future outreach for implementation of projects and programs.	Draft and Final Existing Conditions Chapter, Fact Sheets
Task 4: Financial Strategy and Implementation Schedule			
4.1	Prioritization Analysis	The Consultant shall assemble a list of infrastructure projects needed in the city and develop a prioritization methodology. In developing the prioritization methodology the Consultant shall consult with the Core Teams and consider community need; regional, county, and statewide policy and funding frameworks; and the timeframe for implementation. Key factors for project identification and prioritization include, but are not limited to: • Creation of a pedestrian network focused on	Prioritization Methodology, Prioritized Project List, GIS map of existing and proposed pedestrian facilities including needed ADA improvements

		addressing gaps in the current network • Proximity to and potential for increased access to schools and other locations identified by the Core Teams and communityFirst-last mile connection to transit stops (especially High Quality Transit Areas defined in SCAG’s 2020 RTP/SCS) • Environmental Justice impacts • High Injury Network identified segments • Increased regional connectivity	
4.2	Cost Analysis, Funding Strategies, and Implementation	Consultant will develop funding strategies for accelerated rollout of projects, maintenance, and six-Es of SRTS –Education, Encouragement, Engineering, Enforcement, Evaluation, Equity (https://www.saferoutespartnership.org/safe-routes-school/101/6-Es). Compile list of public, private, and unconventional sources of funding and assumptions for regionally prioritized projects. Additionally, the Consultant shall develop high-level cost estimates for typical pedestrian improvements to position City for potential funding applications or incorporation into local funding programs. Consultant shall do cost analysis by creating tables of past expenditures, cost estimates for proposed project, list of potential revenue sources and budget estimates for proposed project. Estimates should include information about capital costs to implement pedestrian projects as well as maintenance cost related to pavement and landscape upkeep, and maintenance of traffic control devices, striping, signs, and lighting where applicable. Consideration of maintenance for pedestrian facilities should include review of American Disability Act (ADA) consistency and guidance about review of pavement quality to ensure level surfaces, and address damage related to tree roots, cracking, and displaced pavement. Lastly, Consultant shall provide an estimated increase in the number of bicycle and pedestrian trips resulting from implementation of the plan.	Tables of Past Expenditures, Cost Estimates for Priority Projects, List of Potential Revenue Sources, Increased Estimated bicycle and pedestrian trips

Task 5: Final Report			
5.1	Plan Outline	Prior to developing the Draft Plan, the consultant shall develop a plan outline in coordination with the Core Teams SCAG and the City. The outline at a minimum will have the following chapters: 1) Acknowledgements 2) Introduction 3) Stakeholder Engagement 4) Goals, Objectives and Strategies 5) Policy and Planning Context 6) Existing Conditions 7) Proposed Programs, Policies, and Improvements 8) Implementation and Planning Programs 9) Bike and Pedestrian Infrastructure Design 10) Resolution of Plan Adoption	Draft and Final Plan Outline
5.2	Draft Plan	The Consultant will complete a Draft Plan including all components of the plan and presentation of the Draft Plan to La Puente's City Council. As noted in earlier tasks, the Consultant will present the Draft Plan to the Core Teams and a presentation City Council upon completion to receive additional input prior to finalization. In addition, the Consultant will use the online platform to gather stakeholder feedback on the components of the plan through surveys, comment collection, etc. The Consultant will email the draft plan to all stakeholders that have participated in the planning process with instructions on how they can provide feedback.	Draft Report, Presentation Materials
5.3	Final Plan	The Consultant will update the Draft Plan into the Final Plan including all recommended changes from outreach activities. Final electronic copies will be provided to SCAG and the City in Word, PDF and InDesign versions. All GIS files will be provided as well to support SCAG's regional data collection efforts. The Consultant shall also present the Final Plan to the La Puente's City Council for approval.	Final Report, Presentation Materials



City of La Puente AGENDA REPORT

To: Mayor and City Council

For meeting of: January 28, 2020

From: Bob Lindsey, City Manager

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

SUBJECT: CONSIDERATION OF A RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE STATE OF CALIFORNIA FOR 2020 CALHOME PROGRAM GRANT FUNDS

BACKGROUND

On December 23, 2019, the State of California Department of Housing and Community Development (“HCD”) announced the availability of approximately \$57 million in funds under the CalHome General Program. The CalHome Program is designed to make funds available to local public agencies or nonprofit corporations to support existing homeownership programs aimed at assisting very-low and low-income households through mortgage assistance and/or owner-occupied rehabilitation. The most recent CalHome Program awards received by the City were in the amounts of \$325,575 (in 2006) and \$520,000 (in 2008). The City is currently using CalHome “re-use” funds from loan repayments through the previous grants to provide new rehabilitation loans for qualified La Puente residents. Funding from CalHome has been used over the years in junction with Community Development Block Grant (“CDBG”) funds to offer both loans and grants for housing rehabilitation assistance in the City.

DISCUSSION

The HCD Calhome Program minimum application amount for any single activity/program that an agency can apply for is \$500,000 and the maximum application amount for one or more activities is \$5,000,000. Funding applications are due February 17, 2020 and are highly competitive.

Attached is Resolution No. 20-5534 which allows the City to apply for these new grants funds to be used for the City’s existing CalHome rehabilitation loan program. Currently, the City provides for a \$37,790 zero interest 30-year deferred loan to eligible low-income residents of single-family owner occupied homes.

These funds would be used first in place of the City’s current re-use funds to provide for additional rehabilitation loans over the next three (3) years. Once these new loans are funded, repayments would come back to the City as re-use funds as they do now from the previous grants received in 2006 and 2008. The grant requires that these funds be fully spent in three years. The expenditure of the re-use funds has no time limit on their expenditure.

The CalHome Program regulations allow activity delivery fees as eligible costs for owner-occupied housing rehabilitation. Such fees may be paid with grant funds awarded to the recipient. The maximum amount of these fees is 20% of the total award. These fees may pay for the Staff costs to prepare work write-ups, inspections, and other direct costs included in processing of each loan.

At this time, Staff has determined that 13 loans can be completed over the course of the next three years with \$600,000 in funding this includes \$100,000 to be used as activity delivery fees that the City incurs. It should be noted that if the City were to request a larger amount and fail to meet its expenditure goal, the remaining funds must be returned and future applications would be negatively impacted.

If the City receives the CalHome grant, it must enter into a Standard Agreement with HCD. The term of the Standard Agreement is 36 months from the date of the award letter.

FISCAL IMPACT

There is no cost to apply for the CalHome Program as Staff is preparing the application in-house. There is no required City match to receiving funds.

RECOMMENDATION

It is recommended that the City Council adopt Resolution No. 20-5534 authorizing the submittal of an application for CalHome Program funds in the amount of \$600,000.

ATTACHMENTS

Attachment "A": Resolution No. 20-5534

RESOLUTION NO. 20-5534

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA PUENTE, CALIFORNIA, AUTHORIZING THE SUBMITTAL OF AN APPLICATION TO THE CALIFORNIA STATE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT FOR FUNDING UNDER THE CALHOME PROGRAM; THE EXECUTION OF A STANDARD AGREEMENT AND ANY AMENDMENTS THERETO; AND ANY RELATED DOCUMENTS NECESSARY TO PARTICIPATE IN THE CALHOME PROGRAM

WHEREAS, the City of La Puente, a political subdivision of the State of California, wishes to apply for and receive an allocation of funds through the CalHome Program; and

WHEREAS, The California Department of Housing and Community Development (hereinafter referred to as (“HCD”) has issued a Notice of Funding Availability (“NOFA”) on December 23, 2019 for the CalHome program established by Chapter 84, Status of 2000 (SB 1656 Alarcon), and codified in Chapter 6 (commencing with Section 50650) of Part 2 of Division 31 of the Health and Safety Code (the “statute”). Pursuant to the statute, HCD is authorized to approve funding allocations utilizing monies made available by the State Legislature to the CalHome program, subject to the terms and conditions of the statute and the CalHome Program Regulations adopted by HCD in April 2004 ; and

WHEREAS, the City of La Puente wishes to submit an application to obtain from HCD an allocation of CalHome funds in the amount of \$600,000; and

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

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

SECTION 2. The City of La Puente shall submit to HCD an application to participate in the CalHome Program in response to the NOFA issued on December 23, 2019, which will request a funding allocation for the following activities:

- Owner occupied rehabilitation projects within the incorporated areas of La Puente totaling \$600,000.

SECTION 3. If the application for funding is approved, the City of La Puente, hereby agrees to use the CalHome funds for eligible activities in the manner presented in the application as approved by HCD and in accordance with program regulations cited above. The application in full is incorporated as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the application are enforceable through the Standard Agreement. The City of La Puente acknowledges and agrees that it may be required to

execute any and all other instruments necessary or required by HCD for participation in CalHome Program.

SECTION 4. The City of La Puente authorizes the City Manager to execute in the name of City of La Puente, the application, the Standard Agreement, and any subsequent amendments or modifications thereto, as well as any other documents required by HCD for participants in the CalHome Program, and any amendments thereto.

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

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

PASSED, APPROVED AND ADOPTED this 28th day of January, 2020, by the following vote:

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

Charlie Klinakis, Mayor

ATTEST:

Sheryl Garcia, City Clerk



City of La Puente AGENDA REPORT

To: Mayor and City Council For meeting of: January 28, 2020

From: Bob Lindsey, City Manager

By: Troy Grunklee, CPA, Director of Administrative Services

SUBJECT: CONSIDERATION OF A RESOLUTION RESCINDING RESOLUTION NO. 19-5526 AND AMENDING THE COMPREHENSIVE PERSONNEL SYSTEM FOR FULL-TIME POSITIONS TO CHANGE ONE OF THE COMMUNITY SERVICE COORDINATORS POSITIONS TO A COMMUNITY SERVICE SUPERVISOR POSITION

BACKGROUND

The City of La Puente, on July 1st of each year, adopts salary resolutions for full-time and part-time employees to authorize positions and salary ranges to ensure adequate staffing for the fiscal year. On July 1, 2019 the City Council adopted Resolution No. 19-5494 establishing the number of authorized full-time positions and salary ranges for City employees.

On August 13, 2019, the City Council amended Resolution No. 19-5494 and approved Resolution No. 19-5506 which added the Communications/Information Technology Analyst position to the City's authorized full-time staff.

On November 11, 2019, the City Council amended Resolution No. 19-5506 and approved Resolution No. 19-5526 which added the Maintenance Lead position to the City's authorized full-time staff.

DISCUSSION

The City is continually looking for ways to broaden the employees' knowledge and responsibility base along with creating a succession plan when and/or if key employees such as a director were to leave the City. That being said, the City is looking to reclassify one of the three current Community Services Coordinator positions to a Community Service Supervisor position. This position would offer the Community Services Department a person besides the Director of Community Services to be responsible for overseeing regular full-time, part-time, and contract staff with the planning, developing, coordinating, and staffing a variety of recreation and special events.

A memo and job description (Attachment B) was emailed to the Southern California Public Service Workers - Service Employees International Union Local 721 ("SEIU") on January 7, 2020 and a follow-up email was sent on January 15, 2020 because no response had been received. City staff asked for comments in both emails by January 16, 2020. The SEIU replied on January 16, 2020, stating they

would review the documents and respond with any questions or concerns by January 17, 2020. To date, City staff have not received any questions or concerns from the SEIU.

FISCAL IMPACT

The change of position from Community Service Coordinator to Community Service Supervisor is projected to cost an additional \$2,400.00 for salaries and benefits on a yearly basis and only \$1,200.00 for the remainder of the fiscal year.

RECOMMENDATION

It is recommended that the City Council adopt Resolution No. 20-5535 rescinding Resolution No. 19-5526 and approving authorized full-time positions and salary ranges.

ATTACHMENTS

Attachment "A": Resolution No. 20-5535

Attachment "B": Community Service Supervisor Job Description

RESOLUTION NO. 20-5535

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA PUENTE, CALIFORNIA, RESCINDING RESOLUTION NO. 19-5526 AND AMENDING THE COMPREHENSIVE PERSONNEL SYSTEM AND ESTABLISHING THE NUMBER OF AUTHORIZED FULL-TIME POSITIONS AND MONTHLY SALARY RANGES FOR CITY EMPLOYEES

WHEREAS, the City aims to restructure the supervisory staff of the Community Services Department; and

WHEREAS, one Community Service Coordinator position will be removed and a Community Service Supervisor position and salary range will be added to the Classified Exempt class; and

WHEREAS, all other full-time positions will remain the same for the remainder of the 2019-2020 fiscal year as previously approved by the City Council; and

WHEREAS, the City Council wishes to rescind Resolution 19-5526 to establish the number of authorized full-time positions and monthly salary ranges for City employees for Fiscal Year 2019-2020 fiscal year, effective January 28, 2020.

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

SECTION 1. Effective January 28, 2020, Resolution 19-5526 is hereby rescinded.

SECTION 2. The salary ranges and position title of Unclassified Management Exempt, Exempt At-Will, Classified Exempt authorized positions are as follows:

A. Unclassified Management Exempt Positions	Authorized Positions	Range	Monthly Salary Steps A - F
City Manager	1	Contract	15,417 – 17,917

B. Exempt, At-Will	Authorized Positions	Range	Monthly Salary Steps A – F
Director of Administrative Services	1	A11	12,411 – 16,146
Director of Development Services	1	A10	11,820 – 15,377
Director of Community Services	1	A8	9,343 – 13,313
Assistant City Engineer	1	A4	7,663 – 9,969
City Clerk	1	A4	7,663 – 9,969
Finance Manager	1	A3	7,162 – 9,317
Code Enforcement Manager	1	A3	7,162 – 9,317
D. Classified, Exempt Positions	Authorized Positions	Range	Monthly Salary Steps A – E
Senior Planner	1	E8	6,472 – 7,868
Maintenance Superintendent	1	E8	6,472 – 7,868
Code Enforcement Supervisor	1	E6	5,870 – 7,137
Communications/ Information Technology Analyst	1	E6	5,870 – 7,137
Principal Accountant	1	E6	5,870 – 7,137
Community Engagement Supervisor	1	E5	5,591 – 6,797
Management Analyst	1	E5	5,591 – 6,797
Assistant Planner	1	E4	5,325 – 6,473
Maintenance Supervisor	1	E3	5,071 – 6,165
Community Service Supervisor	1	E3	5,071 – 6,165
Management Assistant	1	E2	4,830 – 5,871

SECTION 3. The salary ranges and position title of Classified, Non-Exempt authorized positions are as follows:

F. Classified, Non-Exempt Positions	Authorized Positions	Range	Monthly Salary Step A - E
Rehabilitation/Grants Specialist	1	N22	5,172 – 6,288
Community Services Coordinator	2	N20	4,691 – 5,704
Accounting Technician II	1	N20	4,691 – 5,704
Administrative Assistant	1	N19	4,468 – 5,432
Maintenance Lead	1	N19	4,468 – 5,432
Accounting Technician	1	N18	4,255 – 5,173
Maintenance Worker	2	N17	4,053 – 4,927
Accounting Assistant	2	N16	3,860 – 4,692
Community Services Specialist	2	N15	3,676 – 4,469

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 28th day of January 2020, by the following vote:

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

Charlie Klinakis, Mayor

ATTEST:

Sheryl Garcia, City Clerk



Community Services Supervisor

Department/Division:	Community Services/Recreation or Senior Center
Reports To:	Director of Community Services
Provides Direction To:	Community Services Leaders; Community Services Specialists; Community Services Coordinators
Exemption Status:	Classified Exempt
Date Prepared:	December 10, 2019

GENERAL PURPOSE

Under general direction; plan, organize, develop, direct and supervise major recreational programs, facilities and specialty classes such as senior, adult and youth recreation activities, community engagement, sports, special events, and contract classes; and to perform a variety of professional and technical tasks relative to assigned area of responsibility.

CLASS CHARACTERISTICS

The Community Services Supervisor has primary responsibility for planning, developing, coordinating, staffing, and managing a variety of recreation and special events within the Community Services Department. This position is distinguished from the Community Services Coordinator in that it oversees regular full-time, part-time and contract staff and has larger budgetary accountabilities and scope of responsibilities.

This is a full-time classification responsible for exercising independent judgment on diverse and specialized major recreational programs. Incumbent is responsible for planning, organizing, supervising, reviewing, and evaluating the major recreation programs, specialty classes, sports and special events, and contract classes or programs.

ESSENTIAL FUNCTIONS

The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the class.

1. As directed, or as determined to be necessary, identify, secure, and oversee third-party instructors, contractors, or providers to assist with the implementation of recreational programs.
2. Evaluate operations and activities of assigned responsibilities; recommend improvements and modifications; prepare various reports on operations and activities.
3. Plans, coordinates, schedules, trains, supervises, and evaluates the work of full-time and part-time staff assigned to recreation activities, programs, facility rentals, and special events; explains departmental policies and procedures.
4. Reviews lesson plans and crafts activities for Tiny Tots and other programs.
5. Reviews league schedules and marketing materials to promote City's recreation programs; maintains activity records and prepares special reports and correspondence.
6. Supervises the collection and accounting of fees for program registrations including review daily deposits, website payments, and refunds; prepares budget recommendations for the allocation of personnel, equipment, and supplies for program activity areas; participates in budget preparation and administration; monitors expenses; submits purchase requisitions for supplies, equipment, and awards; negotiates and administers contracts for program activities.
7. Serves as a department liaison and works with program participants, community groups, and school officials within and outside the City regarding programs, activities, and special events.
8. Attends and participates in a variety of meetings, training sessions, and committees, such as California Parks and Recreation Conference, CPR and First Aid Trainings, Summer Food Service training, Teen Voice, and staff meetings.
9. Supervises and coordinates the planning, organization, and promotion of recreation activities, programs, Senior Services, special events, after school programs, adult sports and contract classes. Along with services and programs for youth, teens, seniors.

ESSENTIAL FUNCTIONS (continued)

10. Monitors and keeps informed of current trends in the recreation and senior services field, including program development trends and best practices, and potential operational improvements.
11. Reviews contracted services, such as those provided by contract instructors, food service providers, and referees, for conformance with work standards.
12. Directs and participates in the interviewing, hiring, training, supervision, and evaluation of community service personnel, including permanent and seasonal staff, contract employees, and volunteers.
13. Updates, maintains, and organizes website as needed; may administer the City's website and work with social media platforms.
14. Participates in the maintenance of the facilities and equipment, including the proper use and care of facility rooms and equipment.
15. Responds to City emergencies as needed.

QUALIFICATIONS GUIDELINES

Knowledge of:

Theories, principles, and practices of local government recreation, senior services, and leisure management; applicable federal, State and local health and safety codes and ADA public facilities accessibility regulations; sports rules and league scheduling practices; field standards for games and maintenance practices; research methods and statistical techniques and applications; modern recreation services practices, including program planning, marketing, budgeting practices and fee schedules; contract administration practices; program evaluation practices; computer software applications, such as word processing, spreadsheet, graphics, and publishing software and website applications; principles of employee supervision; customer service practices.

Ability to:

Supervise, plan, organize, assign, and review the work of full-time and part-time staff; effectively explain department policies and procedures and train personnel; organize, plan, develop, and manage a variety of recreational, aquatics, and sports programs; communicate effectively, both orally and in writing; read and produce contracts; establish and maintain effective working relationships with staff, management, community groups, sports officials, the media, facility users, school representatives, and the general public; discuss recreation issues, needs, and expectations; prepare a variety of financial,

administrative, and activity reports and correspondence; operate computer equipment and use word processing, spreadsheet, graphics, basic web design and HTML, and related recreation software applications programs.

Education/Training/Experience:

Four years of responsible program experience related to area of assignment including one year of administrative and/or lead supervisory experience involving significant experience in planning, implementing, evaluating, and supervising programs supplemented by a Bachelor's degree from an accredited college or university with major course work in recreation administration, human services, social ecology, public administration, business administration, or a related field. An equivalent combination of experience and education sufficient to perform the essential job functions and provide the required knowledge and abilities is qualifying.

Licenses, Certificates; Special Requirements:

American Red Cross or equivalent CPR, AED, and First Aid Certification. Tuberculosis (TB) certification from the California Department of Public Health.

Depending upon position assignment, a valid Class C California driver's license and the ability to maintain insurability under the City's Vehicle Insurance Policy. Must be able to provide a valid work permit.

May be required to work a varied schedule of hours that may include early mornings, evenings, weekends, and holidays.

In accordance with California Government Code Section 3100, City of La Puente employees, in the event of a disaster, are considered disaster service workers and may be asked to protect the health, safety, lives, and property of the people of the State.

Physical Demands

While performing the duties of this class, the employee is regularly required to stand, sit, or walk; talk or hear, in person and by telephone. Lifting, straightening, and moving tables and chairs and/or equipment to arrange facilities for special events and/or meetings. Depending upon the position assignment, the employee is expected to demonstrate skills and participate in or lead sports and events. The employee may occasionally lift, move, and carry objects typically weighing up to 40 pounds. The employee must be able to physically lift, push, pull, and/or carry materials and equipment used for special events weighing up to 50 pounds.

Sensory demands include the ability to see within normal range; talk, and hear, and use electronic touch keypads.

Mental Demands

While performing the duties of this class, employees are regularly required to use written and oral communication skills; read and interpret data, information and documents; analyze and solve problems; observe and interpret situations; learn and apply new information or skills; work with frequent interruptions; and interact with staff, management, contract instructors, vendors, the public, and others encountered in the course of work.

WORK ENVIRONMENT

The employee works in both office and field settings, and occasional travel is required to different community centers, events, as well as user group and public meeting sites. In the office setting, the noise level is frequently moderate, and typically below 70 decibels.

In field settings, the employee is occasionally exposed to loud noise during sporting and recreational activities which exceeds 80 decibels. The employee works under variable weather conditions at different sites and events.



City of La Puente AGENDA REPORT

To: Mayor and City Council For meeting of: January 28, 2020

From: Bob Lindsey, City Manager

By: Sheryl Garcia, CMC, CPM, City Clerk

SUBJECT: CONSIDERATION OF APPOINTMENTS TO THE LA PUENTE COMMUNITY FOUNDATION

BACKGROUND / DISCUSSION

On June 25, 2019, the City Council approved Resolution No. 19-5503 (Attachment “A”) approving the establishment and formation of a Public Benefit Corporation called the “La Puente Community Foundation” (“Foundation”) for the purpose of managing funds received by the Foundation through grants, donations, and corporate support, and for directing such funds for the benefit of the La Puente community. The Resolution authorized and directed the City Manager and City staff to take actions necessary to form the Foundation and recruit qualified board members.

Staff conducted outreach to attract a qualified and diverse applicant pool. Applicants were asked to demonstrate their ability and/or expertise to effectively direct resources to areas of need in the La Puente community, including the ability to select appropriate projects and coordinate with participating organizations and the ability to garner further financial support for the Foundation’s projects.

Applications were accepted from November 21, 2019, through January 15, 2020. The City received applications from ten (10) qualified applicants who are identified on the table below. Five (5) positions are available for appointment by the City Council.

La Puente Community Foundation Qualified Applicants (in alphabetical order)
Omar Barragan
Berenice Contreras
Barouir Deirmenjjan
Gil Anthony Duarte
Charles Kuan
Samantha Marquez
Rajeev Parikh
Tania Saenz
Jenna Noelle Tiplea
Kevin Xie

RECOMMENDATION

It is recommended that the City Council: (1) make appointments to the La Puente Community Foundation; or (2) provide direction to staff regarding appointments.

ATTACHMENTS

Attachment “A”: Resolution No. 19-5503

RESOLUTION NO. 19-5503

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF LA PUENTE, CALIFORNIA, APPROVING AND
ESTABLISHING THE FORMATION OF THE LA PUENTE
COMMUNITY FOUNDATION**

WHEREAS, the City of La Puente (the “City”) has on occasion in the past received financial support for charitable, cultural, recreational, educational purposes or community activities to benefit the La Puente community; and

WHEREAS, the solicitation and management of these contributions can be complicated and time-consuming and therefore the City desires to streamline the solicitation and management of these funds and to have the ability to direct them toward projects that will best serve the La Puente community through a tax-exempt Public Benefit Corporation with a board composed of community members who have demonstrated an ability and willingness to support the interests of the City of La Puente and its residents; and

WHEREAS, the City Council desires to form a Public Benefit Corporation for the purpose of utilizing such funding in a manner that represents the interests of the residents of La Puente; and

WHEREAS, such purpose is an exempt purpose under Section 501(c)(3) of the Internal Revenue Code; and

WHEREAS, the City desires that such Public Benefit Corporation shall be called the “La Puente Community Foundation” (“Foundation”); and

WHEREAS, the City Council desires to approve the Articles of Incorporation of the Foundation in order to form the Foundation; and

WHEREAS, the City Council desires to direct and authorize City staff to take such other actions necessary to form the Foundation and obtain tax-exempt status for the Foundation; and

WHEREAS, the City Council desires to specify who will serve as the members of the Board of Directors of the Foundation, in addition to the ultimate structure and composition of the Board; and

WHEREAS, the City Council desires to appropriate sufficient funds for filings necessary to obtain non-profit status for the Foundation, to be reimbursed by the Foundation.

**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 approves the formation of a Public Benefit Corporation to be known as the “La Puente Community Foundation.”

SECTION 3. The City Council hereby approves the Articles of Incorporation of the La Puente Community Foundation in the form attached hereto (Exhibit “A”), including changes and additions as agreed to by the City Manager on behalf of the City. The City Council hereby directs the Mayor to execute the Articles as on behalf of the City, and directs the City Manager to file the Articles of Incorporation with the Secretary of State, and with other state or federal agencies, as needed.

SECTION 4. The City Manager, or his or her designee, is hereby authorized and directed to do any and all tasks necessary to carry out, perform, implement, and consummate the tax-exempt application process of the Foundation, including but not limited to filing all state and federal tax-exempt applications.

SECTION 5. The City Manager and all appropriate City staff are hereby authorized to develop Board member and officer job descriptions, conduct outreach to attract a qualified and diverse application pool, and develop an application process to review and enable City Council to select five (5) Board members, based on a consideration of the following criteria:

- a) The individual’s contributions to the City of any kind;
- b) The individual’s demonstrated ability and/or expertise to effectively direct resources to areas of need in the La Puente community, including ability to select appropriate projects and coordinate with participating organizations; ability to garner further financial support for the Foundation’s projects.

The City Council shall retain full discretion to review all applications and determine which applicants to invite for an interview with City Council.

SECTION 6. The City Manager and all appropriate City staff are hereby authorized and directed to revise and finalize the bylaws for the Foundation in the form attached hereto (Exhibit “B”) to be approved by the Foundation at a later date.

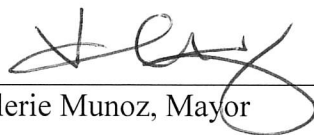
SECTION 7. The City Council hereby appropriates Two Thousand Dollars (\$2,000.00) for payment of fees for obtaining non-profit status for the Foundation and any other incidental expenses, which shall be reimbursed by the Foundation upon receiving grants and donations.

SECTION 8. 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 9. 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 25th day of June 2019, by the following vote:

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



Valerie Munoz, Mayor

ATTEST:



Sheryl Garcia, City Clerk

ARTICLES OF INCORPORATION OF LA PUENTE COMMUNITY FOUNDATION
a California Nonprofit Public Benefit Corporation

I.

The name of this corporation is LA PUENTE COMMUNITY FOUNDATION.

II.

- A. This corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the California Nonprofit Public Benefit Corporation Law for public and charitable purposes.
- B. The specific and primary purpose of this corporation is to support the City of La Puente by providing funding, through grants, donations, and corporate support, for charitable, cultural, recreational or educational purposes to benefit the community within the present and future boundaries of the City of La Puente.

III.

The name and address in the State of California of this corporation's initial agent for service of process is:

Bob Lindsey, City Manager
15900 E. Main Street
La Puente, California 91744

IV.

- A. This corporation is organized and operated exclusively for the purposes set forth in Article II hereof within the meaning of Internal Revenue Code section 501(c)(3). Notwithstanding any provision contained in these Articles or in any other governing instrument of this corporation, this corporation shall not carry on any activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986 ("Code") or the corresponding provision of any future United States internal revenue law, or (b) by a corporation contributions to which are deductible under Section 170(c)(2) of the Code or the corresponding provision of any future United States internal revenue law.
- B. No substantial part of the activities of this corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and this corporation shall not participate or intervene in any political campaign (including the publishing or distribution of statements) on behalf of any candidate for public office, or for or against any cause or measure being submitted to the people for a vote.
- C. Notwithstanding any provision contained in these Articles or in any other governing instrument of this corporation, this corporation shall not, except to an insubstantial

degree, engage in any activities or exercise any powers that are not in furtherance of the purposes of this corporation.

V.

The property of this corporation is irrevocably dedicated purposes in Article II of these articles and no part of the net income or assets of this corporation shall ever inure to the benefit of any director, officer or member hereof or to the benefit of any private person. Upon the dissolution or winding up of this corporation, its assets remaining after payment, or provision for payment, of all of its debts and liabilities shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code, or shall be distributed to the City of La Puente for the purposes in Article II of these articles.

VI.

Notwithstanding any provision contained in these Articles or in any other governing instrument of this corporation, this corporation is required to distribute its income for each taxable year at such times and in such manner as not to subject this corporation to tax under Section 4942 of the Code or the corresponding provision of any future United States internal revenue law.

[SIGNATURES ON FOLLOWING PAGE]

I hereby declare that I am the person who executed the foregoing Articles of Incorporation, which execution is my act and deed.

Dated: _____, 2019

Bob Lindsey, City Manager

ATTEST: _____
Sheryl Garcia, City Clerk

TO BE ADOPTED BY FOUNDATION BOARD OF DIRECTORS

BYLAWS

LA PUENTE COMMUNITY FOUNDATION

Article I—Name

The name of this organization shall be the La Puente Community Foundation (hereinafter “Foundation”). The Foundation shall be a non-profit organization organized and operated exclusively for public and charitable purposes in accordance with the laws and regulations of the State of California and the federal Internal Revenue Service governing non-profit organizations.

Article II—Principal Office

The principal office of the Foundation for the transaction of its business shall be located in the La Puente City Hall, 15900 E. Main Street, La Puente, CA 91744.

Article III—Background and Purpose

The City of La Puente (“City”) is not always financially able to fully fund various charitable and other community-building programs at the level the community as a whole might prefer. The City would like to expand youth athletic programs, college scholarship programs and provide a structure to support youth and senior services. Additionally, the City seeks to establish a Foundation to allow donations to augment available community resources in these areas. The purpose of the Foundation is to promote and raise funds to support community-based programming to benefit and serve the residents of the City including, but not limited to:

- Youth recreation, athletic and education programs;
- Community based wellness and enrichment programs;
- Senior recreation, leisure, education programs and support services;
- Parks and facilities improvements;
- Cultural arts programs, literary programs, visual and performing arts programs;
- Initiatives for events and programs staffed by community volunteers; and
- Potential for other community organizations to partner with the Foundation subject to development of a partnership agreement and approval by the Foundation Board of Directors of the partnership agreement as outlined herein.

The Foundation is intended to operate as an administrative organization providing the financial and administrative support for various areas of specified interest. The Foundation will serve to facilitate local fund-raising and provide a structure for collection and distribution of funds consistent with the provisions of these Bylaws. The City, at its expense, will provide administrative support in order to relieve the programs of their administrative costs (e.g.,

insurance, managing fund investments and banking, providing copying, furnishing legal counsel, etc.).

Article IV—Nonpartisan Activities

The Foundation exists for the purposes described in Article III and shall be nonpartisan. None of the activities of the Foundation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and the Foundation shall not participate in or intervene in any political campaign (including the publishing or distribution of statements) on behalf of, or in opposition to, any candidate for public office.

Article V—California Nonprofit Public Benefit Corporation

The Foundation shall be a California nonprofit public benefit corporation and not a local government agency for purpose of the Political Reform Act of 1974 (Government Code sections 81000, *et seq.*)

Article V—Membership

The Foundation shall have no members other than the persons constituting its Board of Directors. The Board of Directors shall, under any statute or rule of law, be the members of this corporation and shall have all the rights and powers members would otherwise have.

Article VI—Board of Directors

Section 1. Composition. The Board of Directors shall consist of five (5) members, to be known individually as Directors and collectively as the Board of Directors (hereinafter “the Board”).

The Directors shall be at least eighteen years old and registered to vote in the state of California.

Advisory Board Members: The City of La Puente City Manager shall serve as an ex officio member of the Board, and shall be invited to all board meetings as a non-voting advisor to the Foundation.

In addition, and at its discretion, the Board may invite community members and business owners to participate as non-voting advisors to the Foundation.

Section 2. Powers of Directors. Subject to the provisions of the California Nonprofit Corporation Law and any limitations in these Bylaws, the business and affairs of the Foundation shall be managed and all corporate powers shall be exercised by or under the direction of the Board. The Board may delegate the performance of any duties or the exercise of any powers to such agents or committees as may be designated from time to time by resolution.

The Board has the power and authority to establish, approve, update and/or modify the following from time to time:

1. Administrative policy and procedures;
2. Operating procedures for an identified specific program;

3. Grant funding application processes;
4. Internal processes for payment of funds to grantee(s);
5. Processes for review of fund-raising programs to ensure compliance with Foundation's goals and objectives, including, but not limited to, rules for use of Foundation nonprofit tax I.D. number in fund-raising efforts and donation receipt letters; and
6. Establishment of Steering Committees and operating structures for subgroups or ad hoc committees, as needed.

Section 3. Selection and Term of Office. Eligible applicants may apply to the Foundation when a vacancy exists on the Board. Members of the Board shall be approved by the La Puente Council and serve staggered terms of four (4) years. This Section 3 is not subject to amendment, change or alteration of its clauses or provisions without the consent of the La Puente City Council.

Section 4. Vacancies. A vacancy in any Director position because of removal, death, resignation, expiration of term or otherwise, shall be filled by a three-fifths (3/5) vote of the La Puente City Council.

Section 5. Voting. Each Director shall have one vote. There shall be no proxy voting permitted for the transaction of any of the business of the Foundation.

Section 6. Conflict of Interest. A Director shall abstain from voting on any matter in which that Director has a direct or indirect financial interest. The foregoing shall not affect the right of a Director to make donations to the Foundation.

Section 7. Annual Presentation. There shall be at least one written presentation provided to the La Puente City Council annually at the first City Council meeting in DATE. Such presentation shall summarize the Foundation's activities and finances in the intervening one-year period.

Section 8. Place of Meetings. Meetings of the Board of Directors shall be held at any place within the City of La Puente that has been designated by resolution. In the absence of such designation, meetings shall be held at the La Puente City Hall.

Section 9. Open Meetings. All meetings of the Board of Directors, or any committee thereof, shall be called, noticed, held and conducted in accordance with the applicable provisions of the Ralph M. Brown Act. (California Government Code sections 54950, *et seq.*)

Section 10. Quorum. A majority of the Board shall constitute a quorum for the transaction of business at each meeting. Except as expressly provided in these Bylaws, no business shall be conducted by the Board at any meeting at which a quorum is not present and the only motion which the Chairperson shall entertain at such meeting is a motion to adjourn for lack of a quorum. Every act or decision done or made by a majority of the Directors present at a meeting at which a quorum is present shall be regarded as the act of the Board.

Section 11. Resignation of Directors. Any Director may resign, which resignation shall be effective upon giving written notice to the Mayor, Chairperson, Vice Chairperson or Secretary,

unless the notice specifies a later time for the resignation to become effective. The vacancy so created shall be filled as described in Article VI, Section 3 herein.

Section 12. Removal of Directors. Directors may be removed at any time, with or without cause, by a majority vote of the Board at a meeting in which a quorum is present, subject to the approval by a three-fifths (3/5) vote of the City Council. The vacancy so created shall be filled as described in Article VI, Section 3 herein. This Section 14 is not subject to amendment, change or alteration of its clauses or provisions without consent of the La Puente City Council.

Section 13. Compensation. The Directors shall not receive compensation. However, Directors can be reimbursed for expenses incurred in performance of their duties to the Foundation, as approved and outlined in the applicable budget.

Article VII—Officers

Section 1. Officers. The Officers of the Foundation shall be the Chairperson, Vice Chairperson, Treasurer and Secretary.

Section 2. Election. The Board shall elect all Officers of the Foundation for terms of one (1) year, or until their successors are elected and qualified. All Officers shall be drawn from the Board membership.

Section 3. Chairperson. The Chairperson shall preside at all meetings of the Board and shall serve as the official representative of the Foundation in all public matters. The Chairperson shall have such other powers and duties as may be prescribed from time to time by the Board.

Section 4. Vice Chairperson. In the absence or disability of the Chairperson, the Vice Chairperson shall perform all the duties of the Chairperson. The Vice Chairperson shall have such other powers and duties as may be prescribed from time to time by the Board.

Section 5. Treasurer. The Treasurer shall supervise the keeping of the books of the Foundation and shall have such other duties as pertain to the office or as prescribed by the Board of Directors. The Treasurer shall provide financial updates at Board meetings and shall ensure that Foundation meets its tax reporting and other fiscal requirements. The Treasurer shall ensure deposits and reimbursements of Foundation funds according to established fiscal procedures. The Treasurer shall be the chief financial officer of the Foundation and, if so required by the Board of Directors, shall give a bond for the faithful discharge of his or her duties in such sum and with such surety as the Board shall deem appropriate.

Section 6. Secretary. The Secretary shall certify and keep or cause to be kept the original or a copy of these Bylaws and any amendments. The Secretary shall assist the Chairperson in the preparation of the agendas for the meetings, shall keep a full and complete record of the proceedings of all meetings of the Board and shall provide such meeting notices as may be necessary and proper. The Secretary shall submit the Annual Presentation as required by Article VI, Section 7 herein. In case of the absence or disability of the Secretary, or his/her refusal or neglect to act, such report may be provided by the Chairperson, or by the Vice Chairperson, or by another appointed representative from the Board.

Section 7. Resignation of Officers. Any Officer may resign his/her position by giving written notice at any meeting of the Board. A resignation from the Officer's role does not constitute a resignation from the Board.

Section 8. Removal of Officers. Any Officer may be removed, with or without cause, by a majority vote of the Board at a meeting in which a quorum is present. A removal from the Officer's role does not constitute a resignation from the Board.

Article VIII—Legal Counsel

The City Attorney shall serve as legal counsel for the Foundation and the Board of Directors.

Article IX—Funds and Fiscal Operations

Section 1. The fiscal year of the Foundation shall begin July 1 and shall end June 30, annually.

Section 2. The Foundation may sponsor fund-raising events for which a budget shall be developed and approved by the Board. The Directors may appoint steering committees to accomplish such events, if needed. When feasible, expenditures related to the event will be submitted for approval prior to making purchases or payments. Expenses related to events, such as advertising, printed promotional matter, purchasing or renting supplies and equipment, shall be paid out of that particular fund. An itemized valid receipt must be submitted at the next meeting after the expense has been incurred or billing received. The purposes of all fund-raising events are to be consistent with the Foundation's current goals and objectives as described in Article III herein. It is the expectation that each program group in the Exhibits attached herein will develop and submit a work plan for Board approval, outlining its fund-raising and expenditure plans and budget annually. The Foundation will provide funding to the group consistent with the approved annual work plan. All expenditures must be consistent with applicable administrative policies and procedures put into place for that purpose by the Board.

Section 3. Funds raised and/or held by the Foundation shall be used for the purpose of providing community-based programming to benefit the residents of the City, as described in Article III herein. Notwithstanding the foregoing, funds raised and/or held by the Foundation for a specific project or purpose must be used for that purpose and cannot be utilized for any other purpose. This Section 3 is not subject to amendment, change or alteration of its clauses or provisions without the consent of the La Puente City Council.

Article X—Non-liability of Directors

The Board shall not be personally liable for the debts, liabilities or other obligations of the Foundation, except as required by the laws of the State of California as pertaining to nonprofit corporations (see Article XI for indemnification provisions). Notwithstanding the foregoing, a Director is responsible for actions taken without Board approval.

Article XI—Dissolution

In the event of dissolution of the Foundation, the Officers shall, after paying or making provision for the payment of all liabilities of the Foundation, dispose of the remaining assets of the

Foundation exclusively for one or more exempt purposes, within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (or the corresponding section of any future Federal Tax Code). The disposition of such assets shall be determined by a majority vote of the Board, but if no such majority decision can be reached, the disposition shall be decided by a three-fifths (3/5) vote of the La Puente City Council.

Article XII—Defense and Indemnification

The Foundation shall indemnify and defend any Director who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, including all appeals (other than an action by or in the right of the Foundation) by reason of the fact that the person is or was a Director or Officer of the Foundation, or is or was serving at the request of the Foundation as a Director, Officer, employee or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him or her in connection with the action, suit, or proceeding; if the person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Foundation and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or on a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner that he or she reasonably believed to be in or not opposed to the best interests of the Foundation and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

Article XIII—Conflict of Interest

No Director shall be financially interested in any contract or other transaction entered into by the Board, and any contract or transaction entered into in violation of this is void. No Director may utilize information obtained by reason of Board membership for personal gain, and the Board of Directors may recover any such gain realized.

Article XIV—Prohibited Activities

No substantial part of the activities of the Foundation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and the Foundation shall not participate in or intervene in any political campaign (including the publishing or distribution of statements) on behalf of, or in opposition to, any candidate for public office. The Foundation shall not, except in any insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the purposes described in Article III. The Foundation may not carry on any activity for the profit of its Directors or other persons or distribute any gains, profits or dividends to its Directors or other persons as such. Furthermore, nothing in Article III shall be construed as allowing the Foundation to engage in any activity not permitted to be carried on (i) by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code") or (ii) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Code.

Article XV – Potential for Community Partners and Partnership Agreements

Foundation was established with the thought that it could possibly provide administrative and financial oversight support to other existing community organizations, committees or programs in La Puente (hereinafter “organizations”) that are not directly affiliated with the City, should those organizations make such a request. Such “partner” organizations would need to develop and enter into a partnership agreement with Foundation. The partnership agreement outline would include the following information: nature and mission of organization, how that nature and mission are consistent with Section 501(c)(3) of the Internal Revenue Code, organization scope and role while under umbrella of Foundation, annual work plan, budget, fundraising and expenditures, commitment of organization to provide a board member, and expectations/process for leaving Foundation. Partner organizations must agree to adhere to Foundation fundraising and expenditure policies recognizing that the City serves as fiduciary agent for the Foundation.

Article XVI—Amendment of Bylaws

Except as otherwise provided herein, these Bylaws may be amended at any regular meeting of the Board by a majority vote of the total voting membership of the Board, providing that the amendment has been submitted in writing at least ten (10) days in advance of the meeting.

CERTIFICATE OF SECRETARY

I certify that I am the duly elected Secretary of Foundation, a California nonprofit public benefit corporation; that these Bylaws are the Bylaws of this corporation as adopted by the Board of Directors on _____

Executed on (date): _____ at La Puente, California.

By: _____. Secretary

La Puente Community Foundation
Foundation Description

The La Puente Community Foundation (“Foundation”) is a non-profit organization whose broad purpose is to support community-based programming by providing funding for charitable, cultural, recreational or educational purposes which benefits and serves the residents of the City. Funding may come through a variety of sources such as grants, donations and corporate support. Community-based programs may include, but are not limited to:

- Youth recreation, athletic and education programs;
- Community based wellness and enrichment programs;
- Senior recreation, leisure, education programs and support services;
- Parks and facilities improvements;
- Cultural arts programs, literary programs, visual and performing arts programs;
- Initiatives for events and programs staffed by community volunteers; and
- Potential for other community organizations to partner with the Foundation.

The Foundation consists of five appointed Directors who must be at least 18 years old and registered to vote in the State of California. Meetings are held on an as-needed basis and are open to the public.

Directors are required to file at the outset of appointment, annually and upon leaving office, a FPPC Statement of Economic Interests (Form 700). The Form 700 requires a disclosure of certain real property, investments and gifts you may have received, in addition to other financial disclosures. The Form 700 is a public record.

Additionally, Directors are required to receive two hours each of ethics training and sexual harassment prevention training upon appointment and every two years thereafter.



City of La Puente **AGENDA REPORT**

To: Mayor and City Council

For meeting of: January 28, 2020

From: Bob Lindsey, City Manager

Date:

SUBJECT: UPDATE AND DIRECTION REGARDING THE CITY'S COMMUNICATIONS
PLAN (MAYOR PRO TEM LEWIS)

BACKGROUND/DISCUSSION

Mayor Pro Tem Lewis has requested an update regarding the City's communications plan.

FISCAL IMPACT

None.

RECOMMENDATION

It is recommended that the City Council discuss the City's communications plan and provide direction to Staff.

ATTACHMENTS

None.