MINUTES
LA PUENTE CITY COUNCIL AND SUCCESSOR AGENCY
SPECIAL MEETING OF
MARCH 26, 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.lapuente.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, March 26, 2020, at 11:00 a.m.

CALL TO ORDER

Mayor Klinakis called the meeting to order at 11:00 a.m.

ROLL CALL

Members present:	Klinakis, Lewis (via teleconference), Munoz, Holloway (via teleconference), Solis.
Members absent:	None.
Staff members present:	City Manager Bob Lindsey, City Attorney Jamie Casso (via teleconference), 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 and Management Assistant Cece Dunlap.

PLEDGE OF ALLEGIANCE

Mayor Klinakis led the Pledge of Allegiance.

ORAL COMMUNICATIONS

Manuel Maldonado expressed his concern regarding the preparation of the Hacienda La Puente Unified School District in response to COVID-19.

A. MINUTES OF PREVIOUS CITY COUNCIL AND SUCCESSOR AGENCY

A-1 READ AND APPROVE THE MINUTES OF THE CITY COUNCIL AND SUCCESSOR AGENCY MEETING OF MARCH 10, MARCH 13 AND MARCH 17, 2020

A motion was made by Council Member Munoz, seconded by Council Member Solis, to waive the reading and approve the Minutes of the City Council and Successor Agency meetings of March 10, March 13 and March 17, 2020. The motion carried by the following roll call vote:

AGENDA ITEM NO. A-1

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

B. PUBLIC HEARINGS BEFORE THE CITY COUNCIL – None

C. UNFINISHED BUSINESS OF THE CITY COUNCIL – None

D. CITY COUNCIL AND SUCCESSOR AGENCY CONSENT CALENDAR

Mayor Klinakis requested Item D-7 be removed from the agenda.

Council Member Holloway pulled Items D-2 and D-4 for further discussion.

Mayor Pro Tem Lewis pulled Item D-8 for further discussion.

A motion was made by Council Member Munoz, seconded by Council Member Solis, to approve Consent Calendar Items D-1, D-3, D-5, D-6, D-9 and D-10. 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. 1489

Staff Recommendation: It is recommended that the City Council and Successor Agency adopt Resolution No. 20-5549 approving Warrant Register No. 1489.

D-2 PRESENTATION OF FEBRUARY 2020 INVESTMENT REPORT

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

Council Member Holloway inquired regarding COVID-19's impact on the City's investments. Director of Administrative Services Grunklee provided a brief staff report on the City's investments.

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

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

D-3 PRESENTATION OF FEBRUARY 2020 REQUISITION SUMMARY REPORT

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

D-4 CONSIDERATION OF AWARD OF CONSTRUCTION CONTRACT TO SPORTS FIELD SERVICES FOR LA PUENTE PARK ATHLETIC FIELD RENOVATION IN THE AMOUNT OF $170,706.00

This item was pulled by Council Member Holloway and there was no discussion on the item.

A motion was made by Council Member Munoz, seconded by Council Member Solis to: (1) award the contract to Sports Field Services in the amount of $170,706.00; and (2) authorize the City Manager to execute the Agreement and approve change orders up to 10% of the original bid amount. The motion carried by the following roll call vote:

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

D-5 CONSIDERATION OF APPROVAL OF A PURCHASE ORDER CONTRACT WITH TURFSTAR WESTERN FOR THE PURCHASE MOWING AND MAINTENANCE EQUIPMENT IN AN AMOUNT NOT TO EXCEED $307,985.92 AND A LEASE AGREEMENT FOR ADDITIONAL MOWING AND MAINTENANCE EQUIPMENT TO BE USED EXCLUSIVELY AT LA PUENTE PARK IN AN ANNUAL AMOUNT OF $18,145.00

Action taken: The City Council: (1) approved the purchase order contract with Turfstar Western for the purchase mowing and maintenance equipment to be used exclusively at La Puente Park; (2) entered into a 48-month FMV lease contract with TCF National Bank for two mowers; and (3) authorized the City Manager to execute, on behalf of the City, all documents necessary to effectuate this action.

D-6 CONSIDERATION OF A RESOLUTION DECLARING AS SURPLUS PROPERTY THREE VEHICLES IN THE CITY'S FLEET, AUTHORIZING THE SALE OF THE SURPLUS VEHICLES BY ENTERPRISE FLEET MANAGEMENT FOR THE SALE OF THE VEHICLES

Action taken: The City Council: (1) adopted Resolution No. 20-5550 declaring as surplus property, three vehicles in the City's fleet, authorizing the sale of the surplus vehicles at auction; and (2) authorized the City Manager to execute the Agreements on behalf of the City.

D-7 CONSIDERATION OF A RESOLUTION RESCINDING RESOLUTION NO. 19-5535 AND AMENDING THE COMPREHENSIVE PERSONNEL SYSTEM FOR FULL-TIME POSITIONS TO ADD ONE FULL TIME OFFICE SPECIALIST POSITION FOR THE DURATION OF THE EMERGENCY RESPONSE TO COVID-19

At the request of Mayor Klinakis, this item was removed from the agenda.

D-8 CONSIDERATION OF A PROFESSIONAL SERVICES AGREEMENT WITH ACE FENCE COMPANY FOR MAINTENANCE YARD AND BATTING CAGE FENCING IN THE AMOUNT OF $166,904.00

This item was pulled by Mayor Pro Tem Lewis for further discussion.

Director of Development Services provided a staff report. Discussion ensued regarding the bid process and coordination of other fencing projects for the park.

A motion was made by Council Member Solis, seconded by Council Member Munoz to: (1) award the contract to Ace Fence Company in the amount of $166,904.00; and (2) authorize the City Manager to execute the contract on a form prepared by the City Attorney and approve change orders up to 10% of the original bid amount. The motion carried by the following roll call vote:

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

D-9 CONSIDERATION OF A PROFESSIONAL SERVICES AGREEMENT WITH BARKSHIRE LASER LEVELING, INC. FOR SPORTS FIELD LASER LEVELING SERVICES AT LA PUENTE PARK IN THE AMOUNT OF $57,845.57

Action taken: The City Council: (1) approved the Agreement with Barkshire Laser Leveling, Inc. in the amount of $57,845.57; and (2) authorized the City Manager to execute the Agreement on behalf of the City.

D-10 RECEIVE AND FILE REPORT ON STORM DRAIN REPAIRS ON NANTES AVENUE AND ECTOR STREET

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

E. NEW BUSINESS TO BE CONSIDERED BY THE CITY COUNCIL

E-1 CONSIDERATION OF THE AMENDED AND RESTATED PROCLAMATION AND ORDER OF THE CITY COUNCIL OF THE CITY OF LA PUENTE, CALIFORNIA, PROCLAIMING EXISTENCE OF A LOCAL EMERGENCY

City Attorney Casso provided a staff report on this item and noted the amendment to the proclamation was to include language addressing Governor Newsom's recent moratorium banning the enforcement of eviction orders for renters affected by COVID-19.

A motion was made by Council Member Holloway, seconded by Mayor Pro Tem Lewis to approve the Amended and Restated Proclamation Proclaiming Existence of a Local Emergency. The motion carried by the following roll call vote:

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

E-2 DISCUSSION AND DIRECTION REGARDING ACTIONS IN RESPONSE TO COVID-19

City Manager Lindsey gave an update regarding the City's Emergency Operations Center coordination with the Sherriff's Department and Area D Disaster Management.

Council Member Holloway reported that Code Enforcement staff have been supportive and responsive during this time.

Council Member Munoz thanked City Council and City Staff for their hard work.

Council Member Solis thanked City Council and City Staff for their hard work.

Mayor Klinakis thanked City Staff for their cooperation and hard work.

Council Member Munoz emphasized the importance of keeping the community informed and engaged.

Council Member Solis stated that the community should be aware of scams during this time.

Mayor Pro Tem Lewis reported that the communications ad hoc committee has been working on updating the City's website and social media accounts to keep the community informed.

ORAL COMMENTS FROM COUNCIL

Mayor Pro Tem Lewis reported that the Los Angeles County Public Health Department will be holding a live public briefing everyday online and via social media and encouraged everyone to watch.

Council Member Holloway reported that local markets are continuing to restock their critical items.

ORAL COMMENTS FROM STAFF

City Clerk Garcia reported that Management Assistant Dunlap obtained her Certified Municipal Clerk designation and thanked her for her hard work.

City Manager Lindsey reminded the public that the City hotline is active and City Hall is continuing operations amid the COVID-19 closure. He thanked staff for pulling together and sharing resources.

Mayor Klinakis reported that the La Puente Park construction, Valley Boulevard improvement and the street sign replacement projects are ongoing.

There being no further business before the City Council, Mayor Klinakis adjourned the meeting at 11:50 a.m.

Approved this 9th day of April, 2020.

______________________________	______________________________
Sheryl Garcia	Charlie Klinakis
City Clerk	Mayor/Chair

City of La Puente
AGENDA REPORT

To: Mayor and City Council — For meeting of: April 9, 2020

From: Bob Lindsey, City Manager

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

SUBJECT: CONSIDERATION OF A RESOLUTION AUTHORIZING AGENTS TO EXECUTE FOR AND ON BEHALF OF THE CITY OF LA PUENTE FOR THE PURPOSE OF OBTAINING STATE AND FEDERAL DISASTER FINANCIAL ASSISTANCE

BACKGROUND

On March 4, 2020, the Health Officer of Los Angeles County declared a local health emergency regarding Corona Virus Disease 19 ("COVID-19") and the Los Angeles County Board of Supervisors concurrently proclaimed the existence of a local emergency for the County of Los Angeles. On March 4, 2020, Governor Newsom of the State of California also declared a State of Emergency in response to the COVID-19 pandemic.

On March 13, 2020, the President of the United States declared a national state of emergency regarding COVID-19. Beginning on March 13, 2020, the City Council has taken several actions in response to the COVID-19 pandemic which include the following:

- On March 13, 2020, the City's Director of Emergency Services, City Manager Bob Lindsey, proclaimed the existence of a local emergency regarding COVID-19.
- On March 17, 2020, the City Council adopted Proclamation No. 20-5548, confirming the existence of a local emergency regarding COVID-19.
- On March 26, 2020, the City Council restated, amended and adopted Proclamation No. 20-5552, proclaiming the existence of a local emergency regarding COVID-19.

DISCUSSION

The Federal Emergency Management Agency ("FEMA") and the California Governor's Office of Emergency Services ("Cal OES") provide local jurisdictions with specific guidelines for the management and administration of disaster assistance programs that detail activities and expenditures that are allowable under their respective programs established by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988 ("Stafford Act") and the California Disaster Assistance Act ("CDAA").

To participate in the disaster assistance programs, the City Council must complete and file the Cal OES Form 130 “Designation of Applicant’s Agent Resolution for Non-State Agencies” to designate Authorized Agents to apply for and seek reimbursement of disaster assistance funds from Federal and State governments.

Approval of the attached designation Resolution will allow the City to seek reimbursement for eligible disaster-related expenditures under the FEMA and Cal OES disaster assistance programs. Examples of eligible disaster-related expenditures include, but are not limited to the following: operation of an Emergency Operation Center (“EOC”); training specific to the declared event; disinfection of public facilities; household pet sheltering and containment actions related to household pets in accordance with CDC guidelines; purchase and distribution of food, water, ice, medicine, and other consumable supplies to include personal protective equipment; security and law enforcement; and communications of general health and safety information to the public.

This action will allow the City to participate fully in present and future Federal and State disaster assistance programs. The form allows for the designation to be effective for all open and future disasters up to three (3) years following the date of the Council’s approval. Included as Attachment “A” is Resolution No. 20-5553 designating authorized agents to act on the City’s behalf for disaster financial assistance.

FISCAL IMPACT

Upon approval of the attached Resolution and the submittal of Cal OES Form 130 by the April 17, 2020 deadline, the City will be eligible to seek federal and state reimbursements for costs spent as part of the COVID-19 local emergency. There is no cost to apply for the federal and state disaster funds and there in not a required City match to receiving the funds.

RECOMMENDATION

It is recommended that the City Council adopt Resolution No. 20-5553 designating authorized agents to act on the City’s behalf for disaster financial assistance.

ATTACHMENTS

Attachment “A”: Resolution No. 20-5553

RESOLUTION NO. 20-5553

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA PUENTE, CALIFORNIA, DESIGNATING AUTHORIZED AGENTS TO ACT ON THE CITY'S BEHALF FOR DISASTER FINANCIAL ASSISTANCE

WHEREAS, the City Council desires to appoint and authorize agents of the City of La Puente ("City") to apply and seek reimbursement for disaster-related expenditures under the Federal Emergency Management Agency (FEMA) and the California Governor's Office of Emergency Services (Cal OES) disaster assistance programs.

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

SECTION 1. The City Council finds that the facts set forth in the Recitals are true and correct and are incorporated herein by reference.

SECTION 2. The following agents: the City Manager; Director of Administrative Services; Director of Development Services; and/or the Principal Accountant are hereby authorized to execute for and on behalf of the City, a public entity established under the laws of the State of California, the application and to file it with Cal OES for the purpose of obtaining certain federal financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.

SECTION 3. The City Manager, or his designee, is hereby authorized and directed to take such other and further action consistent with this Resolution, in order to implement this Resolution on behalf of the City.

SECTION 4. This is a universal resolution and is effective for all open and futures disasters up to three (3) years following the date of approval.

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. 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 9th day of April, 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: April 9, 2020

From: Bob Lindsey, City Manager

By: John Di Mario, Development Services Director
Juan Galvan, Assistant Planner

SUBJECT: CONSIDERATION OF A MEMORANDUM OF AGREEMENT BETWEEN THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS AND THE CITY OF LA PUENTE FOR PARTICIPATION IN THE SAN GABRIEL VALLEY REGIONAL VMT ANALYSIS MODEL

BACKGROUND

The passage of SB 743 (Steinberg, 2013) altered how transportation impacts are measured under the California Environmental Quality Act ("CEQA") in the review of land use and transportation plans and projects. SB 743 eliminated automobile delay as the primary measure of transportation impacts of environmental significance and required the Governor's Office of Planning and Research ("OPR") to implement revisions to CEQA Guidelines establishing criteria for determining the significance of transportation impacts. Therefore, OPR selected Vehicles Miles Travelled ("VMT") as the preferred metric to comply with SB 743.

As a result of these changes, lead agencies under CEQA will be required to analyze project-related VMT to determine whether transportation impacts from a given development would constitute a significant environmental impact under CEQA beginning July 1, 2020. In order to properly evaluate impacts, it will be necessary for local agencies to establish methodologies and quantified thresholds from which to determine levels of significance.

DISCUSSION

Joint Procurement Efforts

After receiving requests from a majority of the San Gabriel Valley cities to lead a regional effort to assist cities with completing these new VMT requirements, the San Gabriel Valley Council of Governments ("SGVCOG") conducted a comprehensive Request-for-Proposals ("RFP") process. The firm, Fehr and Peers, was selected to provide professional consulting services to complete the San Gabriel Valley Regional VMT Analysis Model, and the scope of work can be found in "Exhibit A" of the attached agreement.

Analysis

The VMT Analysis Model will analyze existing traffic conditions in the region to arrive at a baseline standard from which to determine significance thresholds for future land use and transportation projects. It will result in recommendations for establishing methodology, thresholds, and technical tools and procedures for CEQA analysis and transportation impacts of land use and transportation projects and plans in the local jurisdictions within the San Gabriel Valley.

In order to spread the cost of the model among the cities in the SGVCOG, the following 26 cities have submitted confirmation to participate in the model:

Alhambra	Industry	Rosemead
Arcadia	Irwindale	San Marino
Azusa	La Cañada Flintridge	San Gabriel
Baldwin Park	La Puente	Sierra Madre
Claremont	La Verne	South El Monte
Covina	Montebello	Temple City
Diamond Bar	Monterey Park	Walnut
Duarte	Monrovia	West Covina
El Monte	Pomona	

Memorandum of Agreement (MOA)

The MOA, which can be found as "Attachment A," identifies the following roles and responsibilities for the SGVCOG and each participating city:

- **SGVCOG:**
    - Undertake procurement and management of consultant(s) to complete the Model. Execute a contract with the consultant for the development of the Model.
    - Manage all invoicing and billing.
    - Review draft deliverables prepared by the consultant for accuracy prior to submission to City.
    - Coordinate with the consultant to ensure the consultant's participation in calls and meetings.
    - Manage ongoing coordination of project calls with the Parties and the consultant throughout the development of the Model.
    - Review and provide comments on draft communications and documents related to MOA products.

- **City of La Puente:**
    - Participate in coordination calls and meetings with all parties and consultants throughout the development of the Model, as necessary.
    - Provide a point-of-contact with name, title, and contact information.

- Actively engage in the development of the study, including, but not limited to, promptly responding to all correspondence.
- Review and provide comments to the consultant on deliverables as identified in the Scope of Work.
- Participate in check-in calls and/or meetings with consultants. Participate in coordination calls with all Parties, as necessary.
- Pay the invoice submitted by the SGVCOG.

FISCAL IMPACT

After receiving official confirmation from 26 cities to participate in the study, the SGVCOG confirmed that the total cost per city to participate in the study would not exceed $14,855.00 for the entirety of the study. Cities can utilize local return Measure R and M funds, and as well as local return funds from the State gas tax, to fund the share of the study costs. Staff is recommending that available Gas Tax funds be used for this project.

RECOMMENDATION

It is recommended that the City Council: (1) approve the Memorandum of Agreement with San Gabriel Valley Council of Governments; and (2) authorize the City Manager to execute the Agreement on behalf of the City.

ATTACHMENTS

Attachment “A”: Memorandum of Agreement

MEMORANDUM OF AGREEMENT
BETWEEN THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS AND THE CITY OF LA PUENTE FOR PARTICIPATION OF THE SAN GABRIEL VALLEY REGIONAL VMT ANALYSIS MODEL

This Memorandum of Agreement ("MOA" or "Agreement") is made as of April 9, 2020 ("Effective Date") by and between the City of La Puente, a municipal corporation ("City"), and the San Gabriel Valley Council of Governments, a California joint powers authority ("SGVCOG"). City and SGVCOG may be referred to herein collectively as the "Parties" or individually as a "Party."

RECITALS:

A. SGVCOG was established to have a unified voice to maximize resources and advocate for regional and member interests to improve the quality of life in the San Gabriel Valley by the member cities and other local governmental agencies.

B. City seeks to participate in the San Gabriel Valley Regional Vehicle Miles of Travel (VMT) Analysis Model ("Model"), to obtain Vehicle Miles Travelled ("VMT") thresholds and mitigation measures, as well as a VMT evaluation tool, specific to the City, for development projects as set forth in the Scope of Work from the Request for Proposal for Model, attached hereto as Exhibit "A" and incorporated herein by this reference.

C. City and SGVCOG desire to set forth the terms of their ongoing collaboration with respect to this effort in this MOA.

NOW, THEREFORE, the Recitals are made a substantive part of this Agreement and the Parties further agree as follows:

I. TERM:

The term of this MOA shall commence as of the Effective Date, and shall continue through December 31, 2020, unless sooner terminated pursuant to the terms of this Agreement. The term of this MOA may be extended by mutual written agreement of the Parties.

II. RESPONSIBILITIES OF THE PARTIES:

A. SGVCOG.

SGVCOG will:

1. Undertake procurement and management of consultant(s) to complete the Model. Execute a contract with the consultant for the development of the Model.
2. Manage all invoicing and billing.
3. Review draft deliverables prepared by the consultant for accuracy prior to submission to City.
4. Coordinate with the consultant to ensure consultant's participation in calls and meetings.

5. Manage ongoing coordination of project calls with the Parties and the consultant throughout the development of the Model.
6. Review and provide comments on draft communications and documents related to MOA products.
7. Submit one invoice to the City, in the amount that does not exceed $14,855.00, as follows:
   - The payment of the invoice will be due within thirty (30) days upon the City's receipt of the invoice for one hundred percent (100%) of the total cost.

B. City.

City will:

1. Participate in coordination calls and meetings with all parties and consultant throughout the development of the Model, as necessary.
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 five (5) business days.
3. Actively engage in the development of the Model including, but not limited to, promptly responding to all correspondence (phone calls and e-mail communications), responding to data requests, and attending any necessary meetings.
4. Review and provide comments to consultant on deliverables as identified in the Scope of Work.
5. Participate in check-in calls and/or meetings with consultant. Participate in coordination calls with all Parties, as necessary.
6. Approve within five (5) business days any deliverables that can be approved by staff or ten (10) business days any items that need to be approved by city attorney or city manager.
7. Pay the invoice submitted by the SGVCOG within thirty (30) days.

III. PROJECT MANAGEMENT:

A. Project Managers.

1. For the purposes of this MOA, SGVCOG designates the following individual as its Project Manager: Alexander Fung, Management Analyst.
2. For the purposes of this MOA, the City designates the following individual as its Project Manager: John Di Mario, Development Services Director

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 MOA 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 MOA; and/or (ii) failure of either Party to perform its obligations set forth herein satisfactorily or make sufficient progress towards completion of the Model.

B. Remedies. In the event of a Default by either Party, the non-defaulting Party will 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 MOA. Such termination shall be effective immediately. The remedies described herein are non-exclusive. In the event of a Default by either Party, the non-defaulting Party shall have the right to seek any and all remedies available at law or in equity.

V. INDEMNIFICATION:

A. City agrees to defend, indemnify, and hold free and harmless the SGVCOG, 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 the SGVCOG, its elected and appointed boards, officials, officers, agents, employee members, and volunteers arising out of or relating to the acts or omissions of City in connection with this Agreement.

B. SGVCOG agrees to defend, indemnify, and hold free and harmless the City, its elected officials, officers, agents, employees, and volunteers, at SGVCOG'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 SGVCOG in connection with this Agreement.

C. To the extend allowed by State law, SGVCOG shall require that the consultant(s) defend and indemnify the City and its elected officials, officers, agents, employees, and volunteers (the "City Indemnitees") from and against any and all claims, actions, suits, or other legal proceedings (collectively, "Claims") brought against the City arising out of or relating to the acts or omissions of the consultant(s) in connection with the Scope of Work, and the agreement between the consultant and SGVCOG; provided that SGVCOG shall not be liable to the City Indemnitees by way of agency or any other theory of liability for any such Claims.

VI. INSURANCE:

A. City and SGVCOG shall maintain and keep in full force and effect during the term of this MOA 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 SGVCOG's performance of its obligations hereunder.

VII. 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 SGVCOG:	Alexander Fung Management Analyst 1000 S. Fremont Avenue, Unit 42 Building A-10N, Suite 10-210 Alhambra, CA 91803 (626) 457-1800 afung@sgvcog.org
with a copy to:	Marisa Creter Executive Director 1000 S. Fremont Avenue, Unit 42 Building A-10N, Suite 10-210 Alhambra, CA 91803 (626) 457-1800 mcreter@sgvcog.org
To City:	Bob Lindsey City Manager 15900 E. Main Street La Puente, CA 91744 (626) 855-1500 blindsey@lapuente.org
with a copy to:	James M. Casso, City Attorney Casso & Sparks, LLP 13300 Crossroads Parkway North, Suite 410 City of Industry, CA 91746

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 a Party warrant that they are duly authorized to execute this Agreement on behalf of said Party, and that by doing so said Party is formally bound to the provisions of this Agreement.

L. 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.

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

FOR THE CITY OF LA PUENTE

By:____________________________
Bob Lindsey, City Manager

ATTEST:

____
Sheryl Garcia, City Clerk

APPROVED AS TO FORM:

____
James M. Casso, City Attorney

FOR THE SAN GABRIEL VALLEY
COUNCIL OF GOVERNMENTS

By: ______________________________
Marisa Creter
Executive Director

ATTEST:

____
Marisa Creter, Secretary

APPROVED AS TO FORM:

____
David DeBerry
General Counsel

EXHIBIT A
SCOPE OF WORK FOR
SAN GABRIEL VALLEY REGIONAL VMT ANALYSIS MODEL

Task 1 - Project Management

Task 1.1- Kickoff Meeting. The Consultant shall conduct a kickoff meeting. The primary objectives will be to review scope, schedule, project goals and key issues.

Task 1.1 Deliverables: Meeting Notes and Materials for Kickoff Meeting.

Task 1.2 -Project Team Coordination. Monthly project team meetings, regular phone and email check-ins, and other communications will ensure the tasks listed in this SOW stay on schedule and within budget.

Task 1.2 Deliverables: Monthly Meeting Notifications, Agendas, and Notes.

Task 1.3- Invoicing and Contracts. The Consultant shall provide monthly invoices to the SGVCOG and coordinate any contracting paperwork/logistics.

Task 1.3 Deliverables: Monthly Invoices and Coordination on Contracts.

Task 2 - Methodology for Vehicle Miles Traveled

The Consultant shall review tools for estimating VMT in the study area. Based on this review, the Consultant shall develop a methodology for measuring Vehicle Miles Traveled (VMT) based on a method supported by the State of California Office of Planning and Research (OPR) in the implementation of SB 743 guidelines, including VMT screening. The findings and recommendations will be presented as a memorandum, and will consider projects' effect on both baseline and cumulative conditions, using separate methodologies if appropriate. The Consultant shall explore and depict existing practices and methodologies utilized by cities in regions similar to the San Gabriel Valley in the memorandum, explore options for dividing the San Gabriel Valley by districts or areas with different methodology tailored to each district/area (dependent on the intensity and type of existing land uses), and discuss options for capitalizing on multi-modal opportunities in a built-out community. This includes identifying applications when to institute VMT for purposes of evaluating incoming development.

Task 2 Deliverable: Memorandum Outlining Methodology for Vehicle Miles Traveled.

Task 3 - Develop VMT Thresholds and Mitigation Measures

For each participating City, the Consultant shall develop and establish VMT thresholds of significance for project-specific and cumulative impacts (Land- Use, Land-Use Plan, and Transportation projects) that promote (1) reduction of greenhouse gas emissions; (2) development of multi modal transportation networks; and (3) a diversity of land uses. Thresholds shall be for existing and proposed land uses that will be used for analyzing transportation impacts in CEQA analyses. The Consultant shall provide mitigation measures compliant with CEQA Guidelines Section 15064.3. The mitigation measures shall be developed based on Transportation Demand Management strategies available to reduce VMT as documented by State agencies and best practice research. Mitigation measures shall then be refined through application of specific Transportation Demand Management measures to quantifiably mitigate potential VMT impacts. The Consultant shall identify ranges of effectiveness for the mitigation measures appropriate for each City, including transit, Transportation Demand Management, Active Transportation, and other trip/travel reduction strategies. The Consultant shall then coordinate with each City to determine which measures will be required as part of the project entitlement process and what measures will be optional. These items shall be presented in memorandum, with graphics and tables to present topics and concepts when appropriate.

Task 3 Deliverable: Memorandum on VMT Thresholds and Mitigation Measures for each participating City.

Task 4 - Develop VMT Evaluation Tool for Incoming Development Projects
To be able to assess VMT project-specific and cumulative impacts for incoming developments on individual projects, the Consultant shall prepare an interactive spreadsheet for each City that will assess VMT impacts based on land use type and VMT reduction strategies (e.g., multimodal infrastructure improvements, number of parking spaces constructed/utilized, and Transportation Demand Management programs to be instituted as part of the project). The interface should be simple for City employees and developers alike to easily understand impacts for projects submitted and to quantify the effectiveness of mitigation measures on reducing VMT.

Task 4 Deliverable: Interactive Spreadsheet to Assess VMT Impacts for Incoming Development Projects.

Task 5 - Sample Projects
The Consultant shall work with each participating City to identity projects to test through the significance criteria. Potential mitigation measures and realistic assessments of effectiveness in VMT reduction will be identified for various geographies and project types.

Task 5 *Deliverable: Memorandum on Sample Projects.*

Task 6 - Traffic Impact Analysis Guidelines
The Consultant shall update each City's Traffic Impact Analysis Guidelines to include VMT analysis for CEQA purposes, in addition to retaining Level of Service (LOS) methodology for General Plan compliance. This should include an evaluation of potential enhancements and recommended changes to the existing LOS-based guidelines.

Task 6 Deliverable: Updated Traffic Impact Analysis Guidelines.

Task 7 - Public Hearing Support
The Consultant shall attend and participate in one public meeting for each participating City. This will include attending, presenting, and responding to questions at either a City Council, Commission, Committee, or other public meeting/hearing.

Task 7 *Deliverable: Public Meeting Attendance*

City of La Puente
AGENDA REPORT

To: Mayor and City Council For meeting of: April 9, 2020

From: Bob Lindsey, City Manager

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

SUBJECT: CONSIDERATION OF REJECTION OF ALL BIDS FOR THE NEIGHBORHOOD STREET IMPROVEMENTS ON VARIOUS CITY STREETS FY 19-20 AND AUTHORIZATION TO RE-ADVERTISE AND SOLICIT BIDS FOR THE PROJECT

BACKGROUND

On February 25, 2020, the City Council authorized staff to solicit bids for the Neighborhood Street Improvements on Various City Streets FY 19-20 Project ("Project"). The bid opening for this Project took place on March 26, 2020.

DISCUSSION

The proposed Project involves the pavement resurfacing of approximately two miles of neighborhood streets that include the following street segments:

- Bamboo Street - from 5th Street to Main Street
- Hurley Street - from Dora Guzman Avenue to Azusa Way
- Stimson Avenue - from Temple Avenue to San Jose Avenue
- Temple Avenue - from California Avenue to Duff Avenue
- California Street - from Temple Avenue to Nelson Avenue
- Sierra Vista Court - from Glendora Avenue to Del Valle Avenue
- 5th Street - from Sierra Vista to Temple Avenue
- 5th Street - from Rowland Street to Workman Street
- Workman Street - from 5th Street to East End
- Prichard Street - from Greenbury Drive to California Avenue
- Molinar Avenue - from Sierra Vista Court to Cambay Street
- Blackwood Street - from Stimson Avenue to Ballista Avenue

The work to be completed includes cold-milling the existing pavement; repairing localized pavement failures; constructing a rubberized asphalt concrete overlay; repairing damaged sidewalk, curb and gutter; adjusting utility manholes to grade; constructing ADA curb ramps; installing thermoplastic traffic striping and pavement markings; curb address numbering and replacing old traffic signs. The Engineer's Estimate for construction was $1,865,000.

On March 26, 2020, the City received a total of nine (9) bids for the project and the results were as follows:

Onyx Paving Company	$1,571,000.00
Gentry Brothers Inc.	$1,596,340.90
Hardy and Harper Inc.	$1,600,000.00
Sequel Contractors	$1,697,696.20
All American Asphalt	$1,777,006.13
Excel Paving Company	$1,778,689.37
Sully-Miller Contracting	$1,798,000.00
R J Noble Company	$1,829,978.02
Toro Enterprises	$1,955,571.09

Upon reviewing the bids received, discrepancies in the bid forms were immediately identified. Unfortunately, the discrepancies were due to the inadvertent distribution of a draft bid document in electronic form by the City to some of the contractors, while other contractors which had purchased a hard copy of the bid documents from City Hall received the correct version of the documents.

As such, the bids were submitted on different bid forms, which cannot be fairly and properly compared for the purposes of awarding a contract to the lowest responsible bidder. Therefore, Staff is recommending that all of the bids be rejected at this time and the Project be re-advertised for formal sealed bids.

FISCAL IMPACT

There is no fiscal impact associated with the recommended action. However, there will be a nominal fee of approximately $300.00 to re-advertise the Project in the newspaper.

RECOMMENDATION

It is recommended that the City Council: (1) reject all bids received for the Neighborhood Street Improvements on Various Streets FY 19-20; and (2) authorize Staff to re-advertise and solicit bids for the Project.

ATTACHMENTS

None.

City of La Puente
AGENDA REPORT

To: Mayor and City Council — For meeting of: April 9, 2020

From: Bob Lindsey, City Manager

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

SUBJECT: CONSIDERATION OF: (1) A CHANGE ORDER WITH LEONIDA BUILDERS, INC. FOR SEWER AND PARK IMPROVEMENTS AT LA PUENTE PARK IN THE AMOUNT OF $200,000.00; AND (2) A RESOLUTION AMENDING THE FISCAL YEAR 2019/20 CAPITAL BUDGET

BACKGROUND/DISCUSSION

At the City Council meeting of January 28, 2020, the Council awarded a contract to Leonida Builders, Inc. ("Leonida") in the amount of $1,648,031.50 for the Sewer and Park Improvements project at La Puente Park as part of the implementation of the Park Master Plan.

Construction for this project started on February 19, 2020. Following the commencement of construction, several change orders have been necessary to advance the work being done for the project. An initial change order ("CO #1") in the amount of $110,434.84 was approved by the City Manager (utilizing the approved 10% contingency authority) for drilling, setting and installation of the 15 concrete piers and light poles for the athletic field lighting. At the City Council meeting of March 10, 2020, the Council approved Change Order No. 2 ("CO #2") in the amount of $212,053.00 for the conduit runs, electrical switch gear and transformer pad for the new electrical system for the park and Change Order No. 3 ("CO #3") in the amount of $173,644.63 for electrical vaults and pull boxes for the new system.

An additional Change Order ("CO #4") in the amount of $200,000.00 has been identified for an additional 752 feet of new sewer line pipe to extend to the existing Maintenance Yard. This extension was inadvertently not included in the project plans and will increase the capacity for the Maintenance Yard and any future build out in this area.

Since this additional work exceeds the original contract contingency, Staff is requesting City Council approval.

FISCAL IMPACT

The original 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. The three previously approved change orders which total $496,132.47 were funded from the Sewer Fund. Funding for CO #4 will also be from the Sewer Fund and will require an additional appropriation by the City Council. With the approval of Change Order #4, the Sewer Fund will have a current Fund Balance of approximately $4,600,000.00 with the City receiving approximately $100,000.00 on average per month.

RECOMMENDATION

It is recommended that the City Council: (1) approve a change order in the amount of $200,000.00; and (2) adopt Resolution No. 20-5554 amending the adopted Capital Improvement Program Budget for Fiscal Year 2019/20 in the amount of $200,000.

ATTACHMENTS

Attachment “A”: Resolution No. 20-5554

RESOLUTION NO. 20-5554

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA PUENTE, CALIFORNIA, AMENDING THE ADOPTED CAPITAL IMPROVEMENT PROGRAM BUDGET FOR FISCAL YEAR 2019/2020

WHEREAS, on May 28, 2019, the City Council approved and adopted the Fiscal Year ("FY") 2019-20 capital budget; and

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

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

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

SECTION 2. The City of La Puente's Capital Budget for Fiscal Year 2019-2020 is hereby amended to include an additional $200,000 appropriation of funds for capital costs in the Sewer Construction and Maintenance Fund (Fund 500) – Park Sewer Project (Project 5595).

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

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

PASSED, APPROVED AND ADOPTED this 9th day of April, 2020, by the following vote:

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

Charlie Klinakis, Mayor

ATTEST:

Sheryl Garcia, City Clerk