



CITY OF LA PUENTE

NOTICE REGARDING PUBLIC PARTICIPATION IN MEETINGS DUE TO COVID-19

Given the current Shelter in Place Order covering the State of California and social distancing guidelines issued by federal, state and local agencies, the City is implementing the following procedures for participation in City Council meetings, until further notice. Members of the City Council/Successor Agency may participate from a remote location via teleconference.

How to Listen Live to the Meeting

Live Audio/Video: Visit the City's website at http://lapuente.granicus.com/ViewPublisher.php?view_id=2. Click on "View Event" to view the live meeting.

Live By Phone: Please dial (408) 650-3123 and enter the following access code: 731-551-669. This is a "listen only" line. To submit a public comment, please see below.

How to Submit Public Comment

Please note that all comments are subject to the same rules as would otherwise apply to speakers at City Council meetings.

In Writing: eComments may be submitted via SpeakUp on the Agendas and Minutes page of the City's website at http://lapuente.granicus.com/ViewPublisher.php?view_id=2. Simply click on "eComment" for the current meeting. Please provide your eComment no later than 2 hours prior to the meeting start time.

In Person: Public comment may be provided in-person at City Hall, 15900 E. Main Street. Please note that speakers will not be allowed to remain inside Council Chambers/City Hall to observe the meeting. Social distancing will be strictly enforced and all speakers must wear a face covering and submit to a temperature check, in accordance with the City's adopted Re-Opening Protocols.

American Disability Act Accommodations

Pursuant to the Executive Order, and in compliance with the Americans with Disabilities Act, if you need special assistance to participate in the City Council meeting, please contact the City Clerk's Office (626) 855-1500 within 48 hours of the meeting to ensure that reasonable arrangements can be made to provide accessibility to the meeting.

**The City of La Puente thanks you in advance for taking all precautions
to prevent spreading the COVID-19 virus.**



**LA PUENTE CITY COUNCIL AND SUCCESSOR AGENCY
COUNCIL CHAMBERS**

15900 EAST MAIN STREET, LA PUENTE

MARCH 9, 2021

7:00 P.M. REGULAR SESSION

CALL TO ORDER

ROLL CALL

COUNCIL/AGENCY MEMBERS: Klinakis, Munoz, Argudo, Lewis and Quinones

PLEDGE OF ALLEGIANCE

PRESENTATIONS

Introduction of LEAD Students Participating in the City Council Meeting

ORAL COMMUNICATIONS

If you wish to address the City Council - Successor Agency on an item other than a 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	Argudo/Quinones	3 rd Wednesday	6:30 p.m.
Sanitation District 15 & 21	Klinakis/Munoz	4 th Wednesday	1:30 p.m.
League of California Cities L.A. Div.	Lewis/Argudo	1 st Thursday	6:30 p.m.
City Selection Committee	Klinakis/Lewis	When Necessary	6:30 p.m.
San Gabriel Valley COG	Quinones/Argudo	3 rd Thursday	4:00 p.m.
California JPIA	Quinones/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	Klinakis	2 nd Friday	7:00 a.m.

A. MINUTES OF PREVIOUS CITY COUNCIL AND SUCCESSOR AGENCY MEETINGS

A-1 READ AND APPROVE THE MINUTES OF THE CITY COUNCIL AND SUCCESSOR AGENCY MEETING OF FEBRUARY 23, 2021

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 February 23, 2021.

B. PUBLIC HEARINGS BEFORE THE CITY COUNCIL – None

C. UNFINISHED BUSINESS OF THE CITY COUNCIL

C-1 CONSIDERATION OF A RESOLUTION RESCINDING VARIOUS RESOLUTIONS PERTAINING TO THE EDUCATION COMMISSION AND PUENTE PRIDE COMMISSION, RE-ESTABLISHING THE EDUCATION AND PUENTE PRIDE COMMISSIONS AND AMENDING THE TERMS OF OFFICE

Staff Recommendation: It is recommended that the City Council adopt Resolution No. 21-5614 rescinding various resolutions pertaining to the Education Commission and Puente Pride Commission, re-establishing the Education and Puente Pride Commissions and amending the terms of office.

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. 1504

Staff Recommendation: It is recommended that the City Council and Successor Agency adopt Resolution No. 21-5615 approving Warrant Register No. 1504.

D-2 SECOND READING OF AN ORDINANCE OF THE CITY OF LA PUENTE, CALIFORNIA, SETTING THE CONTRIBUTION LIMITS OF THE POLITICAL REFORM ACT OF 1974 AS APPLICABLE IN THE CITY OF LA PUENTE (AB 571)

Staff Recommendation: It is recommended that the City Council adopt Ordinance No. 21-972, an Ordinance of the City of La Puente, California, Adding Section 40 of Chapter 2.32 (Municipal Elections) of the La Puente Municipal Code Related to Campaign Contribution Limits.

D-3 CONSIDERATION OF A PROFESSIONAL SERVICES AGREEMENT WITH RRM DESIGN GROUP FOR THE PREPARATION AND CERTIFICATION OF THE 5TH AND 6TH CYCLE HOUSING ELEMENTS AND ASSOCIATED ENVIRONMENTAL DOCUMENTS IN THE AMOUNT OF \$172,880

Staff Recommendation: It is recommended that the City Council: (1) approve the Agreement with RRM Design Group, for preparation of the 5th and 6th Cycle Housing Elements and associated environmental documents in the amount of \$172,880; and (2) authorize the City Manager to execute the Agreement on behalf of the City.

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

ADHOC COMMITTEE REPORTS

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

<u>NAME</u>	<u>MEMBERS</u>
1. Code Enforcement	Klinakis/Lewis
2. La Puente Park Master Plan and Youth Program Oversight	Munoz/Lewis
3. Comprehensive Fee Schedule	Klinakis/Quinones
4. Park Ordinance Oversight	Klinakis/Argudo
5. Public Health	Klinakis/Lewis
6. Business Outreach and Reopening	Munoz/Quinones
7. Project LEAD	Lewis/Quinones
8. Community Safety and Welfare	Argudo/Quinones

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.lapiente.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.

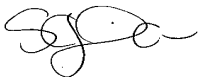
MEETING TIMES

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 4th day of March, 2021.



Sheryl Garcia, MMC, CPM
City Clerk

MINUTES
LA PUENTE CITY COUNCIL AND SUCCESSOR AGENCY
REGULAR MEETING OF
FEBRUARY 23, 2021

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, February 23, 2021, at 7:00 p.m.

CALL TO ORDER

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

ROLL CALL

Members present: Klinakis, Munoz (via teleconference), Argudo, Lewis, Quinones.

Members absent: None.

Staff members present: City Manager Bob Lindsey, City Attorney Victor Ponto (via teleconference), City Clerk Garcia, Assistant City Attorney Marc Tran (via teleconference), Deputy City Attorney Stephanie Arechiga (via teleconference), Director of Administrative Services Troy Grunklee (via teleconference), Director of Development Services John Di Mario, Director of Community Services Roxanne Lerma and Principal Accountant Alex Merkel-Medina.

PLEDGE OF ALLEGIANCE

Mayor Klinakis led the Pledge of Allegiance.

PRESENTATIONS

Industry Sheriff's Station Captain Bobby Wyche provided an update regarding crime statistics in the City of La Puente.

Director of Development Services Di Mario spoke regarding a grant awarded to the City to prepare a Safe Routes to Schools plan through the Southern California Association of Governments. Ryan Johnson of Alta Design gave a presentation regarding the Safe Routes to Schools Master Plan.

Ximena Brown, Sierra Vista Middle School student, thanked the City Council for listening to her speak, thanked former Council Member Dan Holloway for his dedication to the Lead Program, and thanked Council Member Lewis and Council Member Quinones for assisting with Project LEAD. She further spoke regarding her presentation at the dedication event of the skate park and basketball courts of La Puente Park and spoke regarding her school's virtual events.

ORAL COMMUNICATIONS

Joe Bautista expressed his concern regarding COVID-19 safety at the La Puente Park, street vendors, and Council Member Argudo.

Anita Morales spoke regarding outside organizations taking part in the Community Safety and Welfare ad hoc committee.

City Attorney Ponto explained that ad hoc committee meetings do not meet at regularly scheduled date and times, due to committee members availability and having a relaxed forum to discuss issues. Committee members may assemble within 24 hours or less and provide an update of their meeting to the full City Council.

Samantha Farias spoke regarding outside organizations taking part in the Community Safety and Welfare ad hoc committee.

Psi Jimenez yielded her time to Anthony Orozco and Anthony Orozco spoke regarding outside organizations taking part in the Community Safety and Welfare ad hoc committee.

City Attorney Ponto stated that the very definition of ad hoc means “as necessary,” and it is not a standing committee. Ad hoc committees meet when Staff, City Council, or ad hoc committee members recognize that there is a need to meet up because communication needs to be had. The information percolates up to the Council and then the public gets that information. If members of the public have issues that they want the ad hoc committee to consider, the public can reach out to members of the ad hoc committee. The ad hoc committee members will consider it, and that can be part of a reportable action to the full Council and members of the public.

Mrs. Garcia submitted a written comment expressing her concern regarding safety at the La Puente Park.

Amanda Ybarra submitted a written comment regarding Council Member Argudo’s alleged incompatible offices.

Elizabeth Carlos submitted a written comment regarding outside organizations taking part in the Community Safety and Welfare ad hoc committee.

The following individuals submitted a written comment regarding outside organizations taking part in the Community Safety and Welfare ad hoc committee: Jeffrey Guerra and Andrey Garcia-Ponce De Leon.

BOARDS/COMMISSION/COMMITTEE REPORTS

Mayor Klinakis reported that he attended a meeting of the San Gabriel Valley Mosquito & Vector Control District.

A. MINUTES OF PREVIOUS CITY COUNCIL AND SUCCESSOR AGENCY MEETINGS

A-1 READ AND APPROVE THE MINUTES OF THE CITY COUNCIL AND SUCCESSOR AGENCY MEETING OF FEBRUARY 9, 2021

A motion was made by Council Member Argudo, seconded by Mayor Pro Tem Munoz, to waive the reading and approve the Minutes of the City Council and Successor Agency meeting of February 9, 2021. The motion carried by the following roll call vote:

AYES: Klinakis, Munoz, Argudo, Lewis, Quinones
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

At the request of Staff, item D-7 was pulled from the agenda.

Council Member Argudo pulled item D-8 for further discussion.

A motion was made by Council Member Argudo, seconded by Mayor Pro Tem Munoz, to approve Consent Calendar Items D-1 through D-6, and D-9. The motion carried by the following roll call vote:

AYES: Klinakis, Munoz, Argudo, Quinones
NOES: Lewis
ABSTAIN: None
ABSENT: None

D-1 CONSIDERATION OF A RESOLUTION APPROVING WARRANT REGISTER NO. 1503

Action taken: The City Council and Successor Agency adopted Resolution No. 21-5612 approving Warrant Register No. 1503.

D-2 PRESENTATION OF JANUARY 2021 INVESTMENT REPORT

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

D-3 PRESENTATION OF JANUARY 2021 REQUISITION REPORT

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

- D-4 SECOND READING OF AN ORDINANCE TO ADD A NEW CHAPTER 3.78 OF TITLE 3 OF THE CITY'S MUNICIPAL CODE AND AMENDING SECTION 6.70.050 RELATING TO USE OF THE CITY'S SKATE PARK AND SKATEBOARDING ACTIVITY IN THE CITY

Action taken: The City Council adopted Ordinance No. 21-970, an Ordinance of the City of La Puente, California, Adding a New Chapter 3.78 of Title 3 of the City's Municipal Code and Amending Section 6.70.050 Relating to use of the City's Skate Park and Skateboarding Activity in the City.

- D-5 SECOND READING OF AN ORDINANCE OF THE CITY OF LA PUENTE, CALIFORNIA, ADDING 3.74 (SEX OFFENDER RESIDENCE RESTRICTIONS) OF TITLE 3 (PUBLIC SAFETY AND MORALS) OF THE LA PUENTE MUNICIPAL CODE IN ITS ENTIRETY

Action taken: The City Council adopted Ordinance No. 21-971, an Ordinance of the City of La Puente, California, Repealing Chapter 3.74 (Sex Offender Residence Restrictions) Of Title 3 (Public Safety And Morals) Of The La Puente Municipal Code In Its Entirety.

- D-6 CONSIDERATION OF A RESOLUTION AMENDING THE FISCAL YEAR 2020/21 CAPITAL BUDGET TO INCREASE APPROPRIATIONS FOR THE LA PUENTE PARK MASTER PLAN PROJECT

Action taken: The City Council adopted Resolution No. 21-5613, amending the adopted Capital Budget for Fiscal Year 2020/21 in the amount of \$1,014,750.

- D-7 CONSIDERATION OF A PROFESSIONAL SERVICES AGREEMENT WITH RRM DESIGN GROUP FOR THE PREPARATION AND CERTIFICATION OF THE 5TH AND 6TH CYCLE HOUSING ELEMENTS AND ASSOCIATED ENVIRONMENTAL DOCUMENTS IN THE AMOUNT OF \$172,880

At the request of Staff, item D-7 was pulled from the agenda.

Staff Recommendation: It is recommended that the City Council: (1) approve the Agreement with RRM Design Group, for preparation of the 5th and 6th Cycle Housing Elements and associated environmental documents in the amount of \$172,880; and (2) authorize the City Manager to execute the Agreement on behalf of the City.

- D-8 CONSIDERATION OF A CHANGE ORDER WITH FEC ELECTRIC, INC. FOR PHASE 3 ELECTRICAL IMPROVEMENTS AT LA PUENTE PARK IN THE AMOUNT OF \$59,267.00

Council Member Argudo pulled this item for further discussion.

Director of Development Services Di Mario gave a staff report regarding the change order to provide labor, steel, materials, and equipment for the installation of scoreboards at the La Puente Park.

A motion was made by Council Member Argudo, seconded by Mayor Pro Tem Munoz, to approve the change order with FEC Electric, Inc. in the amount of \$59,267.00 for Phase 3 electrical improvements at La Puente Park. The motion carried by the following roll call vote:

AYES: Klinakis, Munoz, Argudo, Quinones
NOES: Lewis
ABSTAIN: None
ABSENT: None

D-9 CONSIDERATION AND APPROVAL OF AN AGREEMENT FOR CITY ATTORNEY SERVICES WITH OLIVAREZ MADRUGA LEMIEUX O'NEILL, LLP

Action taken: The City Council approved the agreement with Olivarez Madruga Lemieux O'Neill, LLP for City Attorney Services.

E. NEW BUSINESS TO BE CONSIDERED BY THE CITY COUNCIL

E-1 PRESENTATION OF JANUARY 2021 BUDGET REPORT

Principal Accountant Merkel-Medina provided an update on expenditures and revenue.

Council Member Argudo inquired regarding revenue of Tax Measure LP.

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

E-2 DISCUSSION AND DIRECTION REGARDING RECOMMENDATIONS FOR THE CITY OF LA PUENTE'S PUENTE PRIDE COMMISSION AND EDUCATION COMMISSION

Director of Community Services Lerma provided a staff report and recommendations regarding the City's Puente Pride and Education commissions.

Council Member Argudo suggested that the Puente Pride commission remain as six members.

Mayor Klinakis agreed that the commission should remain as six members and the policy may be amended later if needed.

Council Member Lewis stated that this is an opportunity change the scope of the two commissions and an opportunity to consider creating a new commission that touches on the issues of public safety.

Mayor Klinakis requested that the terms of the commissioners be extended from two years to four years.

Council Member Lewis noted that she is not comfortable with items 3 and 5 as listed on the staff report, which involve code enforcement.

City Clerk Garcia noted that a resolution reflecting the proposed changes will need to be brought back at the next City Council meeting.

A motion was made by Mayor Pro Tem Munoz, seconded by Council Member Argudo, to: (1) move forward with the recommendations outlined in the staff report except for items 1, 3, 5, 6 and 7; (2) allow for the Puente Pride Commission to provide input on items 6 and 7 at its first meeting after appointments have been made; (3) direct staff to begin the recruitment process for the Puente Pride Commission and Education Commissions; (4) re-establish the Ralph Osborne Memorial Award for Outstanding Volunteer Service; and (5) put 4-year terms on the commissions. The motion carried by the following roll call vote:

AYES: Klinakis, Munoz, Argudo, Lewis, Quinones
NOES: None
ABSTAIN: None
ABSENT: None

E-3 INTRODUCTION AND CONSIDERATION OF AN ORDINANCE OF THE CITY OF LA PUENTE, CALIFORNIA, SETTING THE CONTRIBUTION LIMITS OF THE POLITICAL REFORM ACT OF 1974 AS APPLICABLE IN THE CITY OF LA PUENTE (AB 571)

Deputy City Attorney Arechiga provided a staff report and introduced an ordinance regarding contribution limits as set forth in AB 571.

City Clerk Garcia read the title of the ordinance into the record.

A motion was made by Council Member Argudo, seconded by Mayor Pro Tem Munoz, to: (1) waive reading of Ordinance No. 21-972 and read by title only; and (2) introduce Ordinance No. 21-972, an Ordinance of the City of La Puente, California, Adding Section 40 of Chapter 2.32 (Municipal Elections) of the La Puente Municipal Code Related to Campaign Contribution Limits. The motion carried by the following roll call vote:

AYES: Klinakis, Munoz, Argudo, Lewis, Quinones
NOES: None
ABSTAIN: None
ABSENT: None

AD HOC COMMITTEE REPORTS

Code Enforcement: Nothing to report.

La Puente Park Master Plan and Youth Program Oversight: Nothing to report.

Comprehensive Fee Schedule: Nothing to report.

Park Ordinance Oversight: Council Member Argudo reported that the Park Ordinance Oversight ad hoc committee met and reviewed the policies of the La Puente Park.

Public Health: Nothing to report.

Business Outreach and Reopening: Nothing to report.

Project LEAD: Council Member Quinones reported that the Project LEAD ad hoc committee met with principals and teachers from several schools and will continue working with LEAD students.

Community Welfare and Safety: Council Member Argudo reported that the Community Welfare and Safety ad hoc committee met, are continuing work on the framework, and developed an online intake package for community-based organizations to participate.

Council Member Quinones spoke regarding asset mapping to identify available resources and programs.

Council Member Lewis provided suggestions to make the community feel included and heard and requested that the meeting be adjourned in memory of Planning Commissioner Nadia Mendoza's mother.

AB 1234 REPORTS – None

ORAL COMMENTS FROM COUNCIL

Mayor Klinakis stated that the Methodist Church food bank served over 560 vehicles at today's event.

ORAL COMMENTS FROM STAFF

City Manager Lindsey thanked the public for their oral communications and noted that Staff will look into enforcing COVID-19 safety at the La Puente Park.

There being no further business before the City Council, Mayor Klinakis adjourned the meeting at 9:14 p.m. in memory of Planning Commissioner Nadia Mendoza's mother.

Approved this 9th day of March, 2021.

Sheryl Garcia
City Clerk

Charlie Klinakis
Mayor/Chair



City of La Puente AGENDA REPORT

To: Mayor and City Council For meeting of: March 9, 2021

From: Bob Lindsey, City Manager

By: Roxanne E. Lerma, Director of Community Services

SUBJECT: CONSIDERATION OF A RESOLUTION RESCINDING VARIOUS RESOLUTIONS PERTAINING TO THE EDUCATION COMMISSION AND PUENTE PRIDE COMMISSION, RE-ESTABLISHING THE EDUCATION AND PUENTE PRIDE COMMISSIONS AND AMENDING THE TERMS OF OFFICE

BACKGROUND

On February 12, 2008, City Council adopted Resolution No. 08-4691 establishing the selection procedure for the Education and Puente Pride Commissions and mandating that staff create a policy to standardize all City commissions and committees.

On January 22, 2013, City Council adopted Resolution No. 13-5064 mandating that the terms of office for the Education and Puente Pride Commissions coincide with the term of office for the Planning Commission, establishing two-year terms and extending the terms to expire upon the appointment of the Planning Commission following the City's April 8, 2014, regular election.

On April 14, 2015, City Council adopted Resolution No. 15-5196 establishing membership requirements for the Education and Puente Pride Commissions, a manner in which to appoint individuals to all City commissions, terms of office and other administrative procedures. Resolution No. 15-5196 also standardized the terms of the Education and Puente Pride Commissions to coincide with the expiration date of the term of the Planning Commission, allowing staff to conduct one annual recruitment for all offices.

At its City Council Meeting of January 12, 2021, City Council directed staff to review and provide recommendations for the Puente Pride Commission and Education Commission. Recommendations were brought back for review at the City Council Meeting of February 23, 2021. City Council provided staff with further direction regarding the terms of office, duties of commissioners and administrative procedures of the Puente Pride Commission and Education Commission.

DISCUSSION

In 2018, the Puente Pride and Education Commission Ad Hoc Committee was formed to review and compile recommendations to enhance both Commissions. The Ad Hoc Committee met periodically from 2018 to 2020. The Committee was dissolved in 2020.

The Puente Pride Commission and Education Commission Ad Hoc Committee met periodically between 2018 and 2020. Most recently, staff solicited feedback from former Commissioners. These recommendations were presented to the City Council for consideration at its meeting of February 23, 2021. City Council directed staff as follows:

1. Change the terms of office to four (4) years instead of two (2) years.
2. Provide City of La Puente shirts for Puente Pride Commissioners and Education Commissioners
3. Establish joint service project for the Puente Pride Commission and Education Commission.
4. The Puente Pride Commission review the Puente Pride Zone Map and provide recommendations at its first meeting once appointments have made.
5. The Puente Pride Commission to consider the rotation of zone assignments.
6. Puente Pride winners to receive their recognition from City Council at their home.
7. Bring back the Puente Pride yard signs for winners.
8. The Education Commission to return to attending school board meetings.
9. Bring Back the Ralph Osborne Memorial Award for Volunteer Service
10. Begin recruiting for the Puente Pride Commission and Education Commission.

Since the City Council changed the term of office for the Puente Pride Commission and the Education Commission, a new resolution (Attachment A) was prepared, and the Commission Summary of the City of La Puente has been revised (Attachment B).

FISCAL IMPACT

There is no fiscal impact related to the adoption of Resolution No. 21-5614.

RECOMMENDATION

It is recommended that the City Council adopt Resolution No. 21-5614 rescinding various resolutions pertaining to the Education Commission and Puente Pride Commission, re-establishing the Education and Puente Pride Commissions and amending the terms of office.

ATTACHMENTS

Attachment "A": Resolution No. 21-5614
Attachment "B": Commission Summary

RESOLUTION NO. 21-5614

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA PUENTE, CALIFORNIA RESCINDING VARIOUS RESOLUTIONS PERTAINING TO THE CITY'S EDUCATION COMMISSION AND PUENTE PRIDE COMMISSION, RE-ESTABLISHING THE EDUCATION COMMISSION AND PUENTE PRIDE COMMISSION, AND AMENDING THE TERMS OF OFFICE

WHEREAS, the City Council of the City of La Puente ("City") has determined that it is in the best interests of the community to establish various commissions that address matters such as beautification of the City, education, and planning and land use; and

WHEREAS, on or about July 14, 1998, the City Council established the Puente Pride Committee, to institute a home beautification awards program, to be conducted three times per year, in April, August and December; and

WHEREAS, on or about April 10, 2001, the City Council established the Education Commission to create positive and harmonious community relations by exchanging constructive dialogue with representatives from the Hacienda La Puente Unified School District, Rowland Unified School District and Bassett Unified School District, and working together on matters relating to education, scholarships, youth activities, youth safety and other issues of mutual benefit; and

WHEREAS, pursuant to Chapter 2.16 of the City's Municipal Code ("Code"), and under State law, the City's Planning Commission is responsible for implementing the City's General Plan through various land use decisions; and

WHEREAS, the City Council desires to establish membership requirements for the Education and Puente Pride Commissions, establish a comprehensive manner to appoint individuals to all City Commissions, establish terms of office for the Education and Puente Pride Commissions, and other administrative procedures for the Education and Puente Pride Commissions.

NOW, THEREFORE, THE CITY COUNCIL DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

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

SECTION 2. Resolution Nos. 15-5196, 13-5064, 08-4713, 07-4652, 06-4567, 05-4487, 04-4409, 04-4371, 03-4324, 02-4279, 99-3990, 08-4691, 00-4092, 00-4091 and 99-4008 are hereby rescinded in their entirety.

SECTION 3. Puente Pride Commission. The City Council hereby re-establishes the Puente Pride Commission. The Commission shall identify, select and recognize homes in the City for their exemplary appearance and promotion of community pride. The Commission shall be responsible for instituting the City's home beautification awards program, to be conducted three times each year in April, August and December.

SECTION 4. Education Commission. The City Council hereby re-establishes the Education Commission. The Education Commission shall create positive and harmonious community relations by exchanging constructive dialogue with representatives from the Hacienda La Puente Unified School District, Rowland Unified School District and Bassett Unified School District, and working together on matters relating to education, scholarships, youth activities, youth safety and other issues of mutual benefit. The Education Commission shall annually review and evaluate the applications for the City's Scholarship Program, and shall screen the applications to ensure that the applications meet the qualifications of the Scholarship Program, and make recommendations to the City Council on the award of the scholarships. The Education Commission shall serve in an advisory capacity, with all final authority and responsibility resting with the City Council.

SECTION 5. Commission Membership. The Puente Pride Commission shall be comprised of six members, and the Education Commission shall be comprised of five members. Each member of the City Council shall appoint one member to the Puente Pride and Education Commissions. The Mayor shall appoint two individuals to the Puente Pride Commission. Commission members must be residents of the City, at the time of appointment, and throughout the term of office, and be registered to vote in the City.

SECTION 6. Application Process. An application shall be required for any person wishing to serve on any City Commission, including those requesting reappointment. At least 60 days prior to the expiration of the terms of the Puente Pride, Education and Planning Commissions, the City shall advertise and make available an application for each Commission. Said applications shall be due 30 days prior to the expiration of the terms of each Commission. The City Clerk shall distribute a copy of each application to the City Council at least 21 days prior to the expiration of the terms of each Commission. At the second City Council meeting in May, prior to the expiration of the terms of each Commission, the City Council may determine to hold interviews for each position on each Commission. Said interviews shall be scheduled at an open and public meeting prior to, or concurrently with, the meeting at which appointments will be made. Notwithstanding the foregoing, the applications for the 2021 appointments shall be made available no later than April 1, 2021 and shall be due May 7, 2021.

SECTION 7. Terms of Office. All Puente Pride and Education Commission members shall be appointed at a City Council Meeting in June after the application period. The term of each Puente Pride and Education Commissioner shall be for a period of four years, commencing with the appointments made in 2021. Each Commissioner shall continue in office until his or her successor is appointed. At the completion of any term, a Commissioner may be reappointed, pursuant to the procedures set forth in Section 5 and 6 of this Resolution.

SECTION 8. Vacancy. If a vacancy occurs on the Puente Pride or Education Commission, other than by expiration of the term, the vacancy shall be filled by appointment by the member of

the City Council, or that member's successor, who appointed the seat that was vacated. Said vacancy shall be advertised in accordance with the provisions of Government Code Section 54974.

SECTION 9. Education and Puente Pride Commission Procedures.

- a. No meeting of the Education Commission shall be held unless three members are present, and no meeting of the Puente Pride Commission shall be held unless four members are present, which numbers shall constitute a quorum.
- b. The Education and Puente Pride Commissions shall keep a record of attendance at all meetings. Said record shall be filed with the City Clerk's office.
- c. All meetings shall be open to the public and shall be conducted in compliance with the Brown Act.
- d. In the event any member of the Education or Puente Pride Commission is absent for three (3) consecutive meetings, the seat of said member shall be deemed vacant.
- e. Each member of the Education Commission shall attend at least six regular meetings per year of the Hacienda La Puente Unified School District, Rowland Unified School District and/or Bassett Unified School District.

SECTION 10. In the event the City establishes any additional commissions, the City Council shall endeavor to establish terms of offices for those commissions in accordance with the provisions of this Resolution.

SECTION 11. If any provision, clause, section or part of this Resolution is found to be unconstitutional, illegal or invalid, such finding shall affect only such provision, sentence, clause, section or part, and shall not affect or impair any of the remaining parts.

SECTION 12. The City Clerk of the City of La Puente shall certify the adoption of this resolution and hereafter be in full force and effect.

PASSED, APPROVED AND ADOPTED this 9th day of March 2021, by the following vote:

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

Charlie Klinakis, Mayor

ATTEST:

Sheryl Garcia, City Clerk

COMMISSION SUMMARY



Prepared by:
City Clerk Department
City of La Puente
15900 E Main Street
La Puente, CA 91744

Approved by the City Council May 13, 2008
Revised March 9, 2021 (Resolution No. 21-5614)

INTRODUCTION

The City of La Puente has three established commissions made up of citizens who play a vital part in shaping the City's future and quality of life by providing public input into the local government process.

The City's current commissions are:

Education Commission
Planning Commission
Puente Pride Commission

The following information provides a brief description of each commission.

EDUCATION COMMISSION

The Education Commission consists of five members who meet on an as-needed basis. The intent and purpose of the Education Commission is to continue positive and harmonious community relations by exchanging constructive dialogue with representatives from the Hacienda La Puente Unified School District, Rowland Unified School District and Bassett School District by working together on matters relating to education, scholarships, youth activities, youth safety and other issues of mutual benefit.

Each member of the City Council appoints one member to the Education Commission. The term of each Commissioner shall be for a period of four years, commencing with the appointments made in 2021. Each Commissioner shall continue in office until his or her successor is appointed. At the completion of any term, a Commissioner may be reappointed, pursuant to the procedures approved by the City Council. Commission members must be residents of the City at the time of appointment and throughout the term of office, and be registered to vote in the City.

Commissioners are required to attend at least six (6) regular meetings per year of the Hacienda La Puente Unified School District, Rowland Unified School District and/or Bassett Unified School District.

PLANNING COMMISSION

This five-member Commission is appointed by a majority vote of the City Council. The Planning Commission meets the first Tuesday of the month at 7:00 p.m. in the Council Chambers at City Hall. The Planning Commission advises the City Council on matters that could result in either zoning or General Plan amendments and helps to promote positive aesthetic standards and orderly development in the community, ensuring that the health, safety and general welfare of the community can be protected, property values maintained and business growth and development encouraged.

The Planning Commission hears appeals of zoning decisions and reviews development and land use permit applications to help create and maintain a well-planned community with compatible land uses. The Planning Commission is also responsible for reviewing development plans for new buildings or those undergoing substantial remodeling and reviewing applications for new freestanding signs or significant changes to signs already existing.

Beginning in June 2015, the City Council will appoint five Commissioners. Two Commissioners will serve a one-year term and three Commissioners will serve a two-year term. Commencing in June 2016, two appointments will be decided in even numbered years and commencing in 2017, three appointments will be decided in odd numbered years. Commencing with the appointments made in June 2016, the term of each Commissioner will be for two years.

Planning Commissioners must be residents of the City at the time of appointment and throughout the term of office, and be registered to vote in the City.

PUENTE PRIDE COMMISSION

The Puente Pride Commission consists of six members whose duties are to identify, select and recognize homes in the City of La Puente for their exemplary appearance and promotion of community pride. As such, the Commission meets several times throughout the year to select homes that exemplify a high standard of appearance worthy of recognition. Commissioners review homes throughout the City during the spring, summer and winter and select three homes as Puente Pride Winners during each period.

Each member of the City Council appoints one member to the Puente Pride Commission with the Mayor appointing two members to the Commission. The term of each Commissioner shall be for a period of four years, commencing with the appointments made in 2021. Each Commissioner shall continue in office until his or her successor is appointed. At the completion of any term, a Commissioner may be reappointed, pursuant to the procedures approved by the City Council. Commission members must be residents of the City at the time of appointment and throughout the term of office, and be registered to vote in the City.

STATEMENTS OF ECONOMIC INTEREST DISCLOSURE

Certain commission members are required by State law or the City's Conflict of Interest Code to file at the outset of appointment, annually and upon leaving office, a disclosure statement regarding certain categories of economic interests. Further information pertaining to this filing requirement can be obtained from the City Clerk.

APPLICATION FOR APPOINTMENT

If you are interested in serving on one of the City's commissions, please complete the Application for Appointive Position and submit it to the City Clerk. A person is only allowed to serve on one commission at any given time. No elected official shall be allowed to serve on any of the City's commissions.

PROCEDURE FOR APPOINTMENTS – SCHEDULED VACANCIES

1. On or before December 31 of each year the City Clerk shall prepare an appointments list of all regular and ongoing commissions which are appointed by the legislative body. The list shall contain the information required by Government Code section 54972 (the “Maddy Act”).
2. No later than 60 days prior to the scheduled term expirations, a Notice of Vacancies shall be posted and the Application for Appointive Position made available on the City’s website and at City Hall.
3. Upon request, the City Clerk shall provide a copy of this Commission Summary and Application to interested persons.
4. Applications shall be received for a 30-day period following the date of posting of the Notice of Vacancies.
5. Incumbent commissioners must complete an application for reappointment or appointment to a different commission.
6. At least 21 days prior to the expiration of the terms of each commission, the City Clerk shall distribute a copy of each application to the City Council. At its option, the City Council may schedule interviews with those candidates being considered for appointment. Such interviews shall be scheduled at an open and public meeting prior to, or concurrently with, the meeting at which appointments will be made.
7. The City Clerk shall notify the candidates of their appointments as well as those not appointed. The City Clerk shall also contact and assist those with disclosure statement filings when applicable.
8. Applications received from those individuals not appointed under this procedure shall remain on file in the office of the City Clerk for one year and shall automatically be resubmitted for consideration should an unscheduled vacancy occur on a commission for which they had applied.
9. Applications received from individuals appointed under this procedure shall remain on file in the office of the City Clerk for the duration of the term of office.

PROCEDURE FOR APPOINTMENTS – UNSCHEDULE VACANCIES

1. Upon receipt by the City Clerk of written notification that an unscheduled vacancy exists or will occur, a special Notice of Vacancy shall be posted in the office of the City Clerk and other normal posting places not earlier than 20 days before or later than 20 days after the vacancy occurs. (Gov. Code, § 54974)
2. Final appointment to the commission shall not be made for at least ten working days after the required posting has been completed. (Gov. Code, § 54974)
3. Upon request, the City Clerk shall provide a copy of this Commission Summary and Application to interested persons.
4. Applications shall be received for at least 10 working days following the date of posting of the Notice of Vacancy.
5. Incumbent commissioners must complete an application for reappointment or appointment to a different commission.
6. Final appointment to the commission shall not be made for at least 10 working days after the required posting has been completed. (Gov. Code, § 54974)
7. As soon as practicable following the close of the application period, the City Clerk shall distribute a copy of each application to the City Council. At its option, the City Council may schedule interviews with those candidates being considered for appointment. Such interviews shall be scheduled at an open and public meeting prior to, or concurrently with, the meeting at which appointments will be made.
8. If an emergency exists, the City Council may fill the vacancy immediately. However, this individual shall serve only on an acting basis until the procedure outlined above has been complied with. (Gov. Code, § 54974(b))
9. The City Clerk will notify the candidates of their appointments as well as those not appointed. The City Clerk shall also contact and assist those with disclosure statement filings when applicable.
10. Applications received from those individuals not appointed under this procedure shall remain on file in the office of the City Clerk for one year and shall automatically be resubmitted for consideration should an unscheduled vacancy occur on a commission or committee for which they had applied.
11. Applications received from individuals appointed under this procedure shall remain on file in the office of the City Clerk for the duration of the term of office.

RESOLUTION NO. 21-5615

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF LA PUENTE ALLOWING CERTAIN CLAIMS AND
DEMANDS IN THE AMOUNT \$495,946.97 (WARRANT
REGISTER 1504)**

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 5048 through 5111 ACH(s) numbered 222 through 223 and Draft numbered 01197 through 01209 except for voided warrant 5110 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 9th day of March 2021, 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 2/17/2021 - 3/1/2021

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
222	2/26/2021 5610244628	SIEIND 10/20 TS MTCE SVC	SIEMENS INDUSTRY INC.	200-3120-53819	1,560.50 1,560.50
223	2/26/2021 63539	TANKO 08/20 ST LIGHT MTCE - ORANGE/HACIENDA	TANKO LIGHTING	285-3330-53111	1,114.00 1,114.00
5048	2/19/2021 19132R 19132R	ACEFEN MTCE BATTING CAGE RETENTION PYMT MTCE BATTING CAGE RETENTION PYMT	ACE FENCE COMPANY	100-20220 280-20220	9,804.51 2,176.80 7,627.71
5049	2/19/2021 1XWX-M3LQ-KY39 ICR1-T4R3-VN6F	AMABUS 2020 W2 FORMS COUNCIL PICTURE PAPER	AMAZON CAPITAL SERVICES INC	100-1130-53011 100-1100-53976	66.70 41.46 25.24
5050	2/19/2021 000015994150 000015994151	ATT 01/06-02/05 PHONE-CH 911 LN 01/06-02/05 PHONE-MTCE YARD 911 LN	AT&T	100-1150-53715 285-3330-53715	44.38 22.19 22.19
5051	2/19/2021 IN2353118	CBE4AM 11/20/02/21 COPIER COUNTS	CBE OFFICE SOLUTIONS	100-1150-53911	769.79 769.79
5052	2/19/2021 INV0005460	JASREA OFFSITE TRAFFIC IMPROVEMENT DEPOSIT RELEASE	JASMIN REAL ESTATE INVESTMENTS LLC	600-23260	185,205.75 185,205.75
5053	2/19/2021 021921	RODJUL 02/10 PHOTO SVC-SKATEPARK OPENING	JULIE RODRIGUEZ	100-4140-53979	150.00 150.00
5054	2/19/2021 211290VC 211501VC	LACSHF 10-12/20 FUEL 11/20 IDT CRIME SUPPRESSION	LA CO SHERIFF'S DEPT	555-3150-53014 100-2100-53113	8,504.44 2,460.16 6,044.28
5055	2/19/2021 INV0005456 INV0005457	SGVWC 01/08-02/08 WTR-545 IRRIG PUENTE 01/08-02/08 WTR-13760 IRRIG TEMPLE	S.G.V. WATER CO	200-3120-53714 200-3120-53714	334.73 211.17 123.56
5056	2/19/2021 INV0005459 INV0005459 INV0005459 INV0005459	SPOH SKATEPARK BASKETBALL RETENTION PYMT SKATEPARK BASKETBALL RETENTION PYMT SKATEPARK BASKETBALL RETENTION PYMT SKATEPARK BASKETBALL RETENTION PYMT	SPOHN RANCH	100-20220 100-5585-59300 280-20220 500-20220	57,168.07 11,207.62 -0.04 33,020.90 12,939.59
5057	2/19/2021 201835	SPOFIE LP SPORTS PARK RETENTION PYMT	SPORTS FIELD SERVICES	285-20220	365.66 365.66
5058	2/19/2021 2746330481 2746330481 2755275571 2758027731 2759008511 2759026301 2761418111 2762308951 2763453631 2770454051	STAPLE OFFICE SUPPLIES OFFICE SUPPLIES LEGAL LABELS OFFICE SUPPLIES FILE FOLDERS, LABELS, 2-HOLE PUNCHER OFFICE SUPPLIES OFFICE SUPPLIES PENS, FILE POCKETS, RUBBER BANDS OFFICE SUPPLIES OFFICE SUPPLIES	STAPLES CREDIT PLAN	100-1150-53011 100-2130-53011 100-1150-53011 100-1150-53011 100-1150-53011 100-2130-53011 100-3330-53011 100-1150-53011 100-1150-53011 100-1150-53011	896.18 144.95 91.08 18.04 129.45 181.55 34.95 -338.26 222.50 93.02 318.90

Check Register Report

Payment Dates: 2/17/2021 - 3/1/2021

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
5059	2/19/2021	SOSUBW	SUBURBAN WATER SYSTEMS		145.59
	181002769433	12/23-01/21 WTR-HACIENDA/MAPLEGROVE		200-3120-53714	145.59
5060	2/19/2021	SUNBAD	SUN BADGE CO		987.05
	399062	CITY COUNCIL BADGES		100-1110-53976	987.05
5061	2/19/2021	GASCO	THE GAS COMPANY		1,447.86
	INV0005453	01/06-02/04 GAS-PUBLIC WORKS		285-3330-53711	15.80
	INV0005454	01/06-02/04 GAS-CITY HALL		100-1150-53711	1,417.76
	INV0005455	01/06-02/04 GAS-PARK SERVICES		285-3330-53711	14.30
5062	3/1/2021	STADIS	CALIFORNIA STATE DISBURSEMENT UNIT		379.92
	INV0005478	CHILD SUPPORT		260-20399	379.92
5063	3/1/2021	NATRS	NATIONWIDE RETIREMENT		120.00
	INV0005483	Employee Contribution		100-20340	114.23
	INV0005483	Employee Contribution		200-20340	0.58
	INV0005483	Employee Contribution		203-20340	1.15
	INV0005483	Employee Contribution		205-20340	1.15
	INV0005483	Employee Contribution		215-20340	0.58
	INV0005483	Employee Contribution		285-20340	2.31
5064	3/1/2021	RELIAN	RELIANCE STANDARD LIFE INS.		2,252.94
	INV0005477	LIFE INSURANCE		100-20320	403.98
	INV0005477	LIFE INSURANCE		200-20320	26.68
	INV0005477	LIFE INSURANCE		203-20320	12.66
	INV0005477	LIFE INSURANCE		205-20320	11.97
	INV0005477	LIFE INSURANCE		210-20320	12.04
	INV0005477	LIFE INSURANCE		215-20320	8.05
	INV0005477	LIFE INSURANCE		260-20320	14.82
	INV0005477	LIFE INSURANCE		261-20320	1.36
	INV0005477	LIFE INSURANCE		270-20320	0.34
	INV0005477	LIFE INSURANCE		285-20320	31.10
	INV0005481	LTD INSURANCE		100-20330	691.54
	INV0005481	LTD INSURANCE		200-20330	54.15
	INV0005481	LTD INSURANCE		203-20330	27.62
	INV0005481	LTD INSURANCE		205-20330	26.34
	INV0005481	LTD INSURANCE		210-20330	19.07
	INV0005481	LTD INSURANCE		215-20330	25.13
	INV0005481	LTD INSURANCE		260-20330	29.47
	INV0005481	LTD INSURANCE		261-20330	2.64
	INV0005481	LTD INSURANCE		270-20330	0.67
	INV0005481	LTD INSURANCE		285-20330	56.06
	INV0005488	STD INSURANCE		100-20330	591.09
	INV0005488	STD INSURANCE		200-20330	46.28
	INV0005488	STD INSURANCE		203-20330	23.58
	INV0005488	STD INSURANCE		205-20330	22.50
	INV0005488	STD INSURANCE		210-20330	16.29
	INV0005488	STD INSURANCE		215-20330	21.53
	INV0005488	STD INSURANCE		260-20330	25.25
	INV0005488	STD INSURANCE		261-20330	2.24
	INV0005488	STD INSURANCE		270-20330	0.57
	INV0005488	STD INSURANCE		285-20330	47.92
5065	3/1/2021	USBANK	U.S BANK PARS ACCT# 6746022400		2,385.12
	INV0005487	PARS RETIREMENT		100-20340	1,490.80
	INV0005487	PARS RETIREMENT		200-20340	139.74
	INV0005487	PARS RETIREMENT		203-20340	54.46
	INV0005487	PARS RETIREMENT		205-20340	139.00
	INV0005487	PARS RETIREMENT		260-20340	487.08
	INV0005487	PARS RETIREMENT		285-20340	74.04

Check Register Report

Payment Dates: 2/17/2021 - 3/1/2021

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
5066	2/26/2021 78445	AEGSLN HP INK	AEG SOLUTIONS	100-4100-53811	495.27 495.27
5067	2/26/2021 21-00094	AMERI 01/21 LOAN MONITORING	AMERINATIONAL	100-3320-53111	559.05 559.05
5068	2/26/2021 45699	APEX WIRELESS ANTENNA SPLITTER	APEX AUDIO	275-1125-53998	2,272.45 2,272.45
5069	2/26/2021 000016039958 000016039959	ATT 01/13-02/12 PHONE - CC FAX LINE 01/13-02/12 PHONE - LP PARK SNACK BAR	AT&T	100-4100-53715 285-3330-53715	88.75 45.31 43.44
5070	2/26/2021 INV0005473	AZ DESIGN MTCE - SAFETY VESTS	AZ DESIGN	100-3330-53015	351.27 351.27
5071	2/26/2021 IN2354943	CBE4AM 11/20-02/19 CH COPIER COUNTS	CBE OFFICE SOLUTIONS	100-1150-53911	948.55 948.55
5072	2/26/2021 71302879	CBEEQU 02/21 CH COPIER LEASE	CELL BUSINESS EQUIPMENT	100-1150-53911	435.02 435.02
5073	2/26/2021 INV0005474	DAN CHAIRS/CARPS FOR SKATEPARK CEREMONY	DANNYS JUMPERS	100-4140-53415	410.00 410.00
5074	2/26/2021 INV0005463 INV0005464 INV0005465	EDISON 12/29-01/28 ELEC - 15614 TEMPLE AVE 01/21-02/19 ELEC - 14746 TEMPLE AVE 01/21-02/19 ELEC - 16159 TEMPLE AVE	EDISON CO	285-3330-53712 200-3120-53713 200-3120-53713	75.14 47.55 13.93 13.66
5075	2/26/2021 58K2001-IN	EMPAME 11/20 BUS SHELTER MTCE	EMPLOY AMERICA	210-3130-53816	3,640.00 3,640.00
5076	2/26/2021 09-R 09-R	EXCPAV RETENTION - VALLEY BLVD SANITARY SEWER IMPROV RETENTION - VALLEY BLVD SANITARY SEWER IMPROV	EXCEL PAVING	215-20220 500-20220	70,744.86 28,427.10 42,317.76
5077	2/26/2021 INV0005469	FRABAU REIM - BAUTISTA	FRANKCHESCOLY BAUTISTA	100-2110-53151	227.53 227.53
5078	2/26/2021 44074	FRANKL 01/21 - SC A/C MTCE	FRANKLIN AIR CONDITIONING &	100-4130-53813	195.00 195.00
5079	2/26/2021 INV0005466 INV0005467	VERIC 02/07-03/06 PHONE - SR CTR ALARM 02/16-03/15 PHONE - CH MAIN	FRONTIER COMMUNICATIONS	100-4130-53715 100-1150-53715	169.63 113.63 56.00
5080	2/26/2021 5171	HACLWN MTCE TOOLS	HACIENDA LAWNMOWER SHOP	100-3330-53811	148.12 148.12
5081	2/26/2021 29571	HACOUT MTCE UNIFORMS	HACIENDA OUTLET	100-3330-53015	114.36 114.36
5082	2/26/2021 23338 23338	HARSTE RETENTION PYMT - SOFTBALL FIELD FENCING RETENTION PYMT - SOFTBALL FIELD FENCING	HARRIS STEEL FENCE CO INC	100-20220 280-20220	6,024.20 2,153.75 3,870.45
5083	2/26/2021 9066	HAWKIN MTCE-POWDER COATED BUS BENCHES	HAWK INDUSTRY PRODUCTS	285-3330-53822	1,600.00 1,600.00
5084	2/26/2021 107630 107631	JCLBAR ST SIGNS - NO PARKING DAILY/ALLEY ST SIGNS - REGULATORY	JCL TRAFFIC	200-3120-53821 200-3120-53821	990.33 742.27 248.06

Check Register Report

Payment Dates: 2/17/2021 - 3/1/2021

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
5085	2/26/2021 158829	GONSALV 03/21 LEGISLATIVE SVC	JOE A. GONSALVES & SON	100-1100-53111	2,500.00 2,500.00
5086	2/26/2021 35490006	TYCOIN 03-05/21 SC ALARM SVC	JOHNSON CONTROLS SECURITY SOLUTIONS	100-4130-53813	955.11 955.11
5087	2/26/2021 INV0005470 INV0005470 INV0005471 INV0005471 INV0005472	LACANL 09/20 ANIMAL HOUSING 09/20 ANIMAL HOUSING 10/20 ANIMAL HOUSING 10/20 ANIMAL HOUSING 11/20 ANIMAL HOUSING	LA CO ANIMAL CARE AND CONTROL	100-2130-53112 100-42140 100-2130-53112 100-42140 100-2130-53112	4,184.36 583.89 -10.00 2,407.68 -56.00 1,258.79
5088	2/26/2021 33811	LOCKSP RE KEY - LP PARK/CITY HALL	LOCKS PLUS, INC	100-1150-53813	505.89 505.89
5089	2/26/2021 213031	LACREGISTRAR CANDIDATE STATEMENT PRINTING COST	LOS ANGELES COUNTY REGISTRAR-RECORDER/COUNTY CLERK	100-1120-53115	1,318.38 1,318.38
5090	2/26/2021 14266	MANCIL FLYERS - SKATEPARK/BASKETBALL DEDICATION CEREM...	MANCILLA'S QUALITY PRINTING	100-4140-53415	82.50 82.50
5091	2/26/2021 2021022	MCADI ELECTION SUPPLIES	MCADIRECT	100-1120-53011	308.95 308.95
5092	2/26/2021 31434	NATENSVC 01/21 CATCH BASIN CLEANING	NATIONWIDE ENVIRONMENTAL SERVICES	284-3100-53111	4,095.52 4,095.52
5093	2/26/2021 3607-179495	OREILLY VEHICLE HEADLIGHT	O'REILLY AUTO PARTS	555-3150-53812	28.55 28.55
5094	2/26/2021 1010672 1015225	QUINMO FUEL - CODE ENF FUEL - CODE ENF	QUINTIN'S MOBIL	555-3150-53014 555-3150-53014	62.89 29.15 33.74
5095	2/26/2021 6013924	REGION 01/21 EZ/FH MONTHLY PASSES	REGIONAL TAP SERVICE CENTER	210-3130-53915	1,555.20 1,555.20
5096	2/26/2021 3032197 3033354 325212	RESOUR CONCRETE MIX CONCRETE MIX CREDIT - CONCRETE MIX	RESOURCE BUILDING MATERIALS	285-3330-53822 285-3330-53822 285-3330-53822	111.66 175.46 208.86 -272.66
5097	2/26/2021 INV0005468	SGVWC 01/09-02/09 WTR - 715 IRRIG PUENTE	S.G.V. WATER CO	200-3120-53714	195.56 195.56
5098	2/26/2021 0011442703	SGVT AD - ORD #21-971	SAN GABRIEL VLY NEWSPAPER	100-1120-53411	398.00 398.00
5099	2/26/2021 106076724-001	SITEON IRRIGATION SUPPLIES	SITEONE LANDSCAPE SUPPLY, LLC	285-3330-53822	389.85 389.85
5100	2/26/2021 2102-198664	SOUTH CONCRETE SUPPLIES	SOUTHEAST CONSTRUCTION PRODUCTS	285-3330-53822	353.82 353.82
5101	2/26/2021 1249	STIAN 01/21 DEAD ANIMAL DISPOSAL	STILES ANIMAL REMOVAL, INC.	100-2130-53111	200.00 200.00
5102	2/26/2021 180041594595	SOSUBW 01/21-02/18 WTR - AMAR/HACIENDA	SUBURBAN WATER SYSTEMS	200-3120-53714	83.08 83.08
5103	2/26/2021 INV500365263	TARGET DISINFECTANT SOLUTION	TARGET SPECIALTY PRODUCTS	100-3330-53012	9.27 9.27

Payment Dates: 2/17/2021 - 3/1/2021

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Check Register Report

Payment Dates: 2/17/2021 - 3/1/2021

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
	70283341	FUEL - CODE ENF		555-3150-53014	43.53
5111	2/26/2021 003-33959	WILENG 01/21 ENGINEERING PERMITS	WILLDAN ENGINEERING	100-3110-53120	3,296.80 3,296.80
DFT0001197	3/1/2021	AFLAC	AFLAC		120.53
	INV0005475	EMPLOYEE LIFE ASSURANCE		100-20399	106.62
	INV0005475	EMPLOYEE LIFE ASSURANCE		260-20399	7.42
	INV0005475	EMPLOYEE LIFE ASSURANCE		261-20399	2.80
	INV0005475	EMPLOYEE LIFE ASSURANCE		285-20399	3.69
DFT0001198	3/1/2021	AFLAC	AFLAC		127.21
	INV0005476	EMPLOYEE INSURANCE		100-20399	101.91
	INV0005476	EMPLOYEE INSURANCE		260-20399	18.34
	INV0005476	EMPLOYEE INSURANCE		261-20399	6.96
DFT0001199	3/1/2021	ICMARC	VANTAGEPOINT TRANSFER AGENTS-457		94.67
	INV0005479	EMPLOYEE LOAN REPYMT		100-20399	65.66
	INV0005479	EMPLOYEE LOAN REPYMT		210-20399	29.01
DFT0001200	3/1/2021	ICMARC	VANTAGEPOINT TRANSFER AGENTS-457		1,300.00
	INV0005480	EMPLOYEE CONTRIBUTIONS		100-20399	787.94
	INV0005480	EMPLOYEE CONTRIBUTIONS		200-20399	138.84
	INV0005480	EMPLOYEE CONTRIBUTIONS		203-20399	55.82
	INV0005480	EMPLOYEE CONTRIBUTIONS		205-20399	65.16
	INV0005480	EMPLOYEE CONTRIBUTIONS		210-20399	45.43
	INV0005480	EMPLOYEE CONTRIBUTIONS		215-20399	103.56
	INV0005480	EMPLOYEE CONTRIBUTIONS		260-20399	43.18
	INV0005480	EMPLOYEE CONTRIBUTIONS		285-20399	60.07
DFT0001201	3/1/2021	CPERS-HEALTH	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM		45,734.31
	INV0005482	HEALTH INSURANCE		100-20399	34,204.84
	INV0005482	HEALTH INSURANCE		200-20399	2,601.58
	INV0005482	HEALTH INSURANCE		203-20399	1,263.80
	INV0005482	HEALTH INSURANCE		205-20399	1,197.04
	INV0005482	HEALTH INSURANCE		210-20399	1,522.23
	INV0005482	HEALTH INSURANCE		215-20399	648.50
	INV0005482	HEALTH INSURANCE		260-20399	1,672.72
	INV0005482	HEALTH INSURANCE		261-20399	157.60
	INV0005482	HEALTH INSURANCE		270-20399	15.16
	INV0005482	HEALTH INSURANCE		285-20399	2,450.84
DFT0001202	3/1/2021	PERSYS-RETIRE	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM		11,618.20
	INV0005484	EMPLOYER CONTRIBUTION		100-20360	8,584.56
	INV0005484	EMPLOYER CONTRIBUTION		200-20360	676.82
	INV0005484	EMPLOYER CONTRIBUTION		203-20360	341.10
	INV0005484	EMPLOYER CONTRIBUTION		205-20360	318.02
	INV0005484	EMPLOYER CONTRIBUTION		210-20360	291.38
	INV0005484	EMPLOYER CONTRIBUTION		215-20360	231.97
	INV0005484	EMPLOYER CONTRIBUTION		260-20360	476.64
	INV0005484	EMPLOYER CONTRIBUTION		261-20360	40.80
	INV0005484	EMPLOYER CONTRIBUTION		270-20360	6.15
	INV0005484	EMPLOYER CONTRIBUTION		285-20360	650.76
DFT0001203	3/1/2021	PERSYS-RETIRE	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM		7,513.15
	INV0005485	PERS- NEW EMPLOY CONTRB		100-20399	5,412.38
	INV0005485	PERS- NEW EMPLOY CONTRB		200-20399	458.68
	INV0005485	PERS- NEW EMPLOY CONTRB		203-20399	237.66
	INV0005485	PERS- NEW EMPLOY CONTRB		205-20399	225.99
	INV0005485	PERS- NEW EMPLOY CONTRB		210-20399	160.84
	INV0005485	PERS- NEW EMPLOY CONTRB		215-20399	209.63
	INV0005485	PERS- NEW EMPLOY CONTRB		260-20399	332.94

Check Register Report

Payment Dates: 2/17/2021 - 3/1/2021

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
	INV0005485	PERS- NEW EMPLY CONTRB		261-20399	23.20
	INV0005485	PERS- NEW EMPLY CONTRB		270-20399	5.60
	INV0005485	PERS- NEW EMPLY CONTRB		285-20399	446.23
DFT0001204	3/1/2021	PERSYS-RETIRE	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM		745.67
	INV0005486	EMPLOYEE PORTION		100-20360	697.60
	INV0005486	EMPLOYEE PORTION		200-20360	8.01
	INV0005486	EMPLOYEE PORTION		210-20360	8.01
	INV0005486	EMPLOYEE PORTION		285-20360	32.05
DFT0001205	3/1/2021	PERSYS-RETIRE	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM		35.00
	INV0005489	SURVIVORS LIFE INSURANCE		100-20350	27.37
	INV0005489	SURVIVORS LIFE INSURANCE		200-20350	1.74
	INV0005489	SURVIVORS LIFE INSURANCE		203-20350	0.83
	INV0005489	SURVIVORS LIFE INSURANCE		205-20350	0.80
	INV0005489	SURVIVORS LIFE INSURANCE		210-20350	0.80
	INV0005489	SURVIVORS LIFE INSURANCE		215-20350	0.51
	INV0005489	SURVIVORS LIFE INSURANCE		260-20350	0.90
	INV0005489	SURVIVORS LIFE INSURANCE		261-20350	0.08
	INV0005489	SURVIVORS LIFE INSURANCE		270-20350	0.02
	INV0005489	SURVIVORS LIFE INSURANCE		285-20350	1.95
DFT0001206	3/1/2021	EMPLOY	EMPLOYMENT DEVELOPMENT DEPT		4,424.73
	INV0005492	STATE INCOME TAX		100-20310	3,391.52
	INV0005492	STATE INCOME TAX		200-20310	220.21
	INV0005492	STATE INCOME TAX		203-20310	122.90
	INV0005492	STATE INCOME TAX		205-20310	138.29
	INV0005492	STATE INCOME TAX		210-20310	46.66
	INV0005492	STATE INCOME TAX		215-20310	128.11
	INV0005492	STATE INCOME TAX		260-20310	125.29
	INV0005492	STATE INCOME TAX		270-20310	3.65
	INV0005492	STATE INCOME TAX		285-20310	248.10
DFT0001207	3/1/2021	IRSPR	IRS PAYROLL TAX DEPOSIT		12,967.78
	INV0005493	FEDERAL WITHHOLDING		100-20300	10,020.20
	INV0005493	FEDERAL WITHHOLDING		200-20300	634.38
	INV0005493	FEDERAL WITHHOLDING		203-20300	322.44
	INV0005493	FEDERAL WITHHOLDING		205-20300	349.91
	INV0005493	FEDERAL WITHHOLDING		210-20300	144.89
	INV0005493	FEDERAL WITHHOLDING		215-20300	318.32
	INV0005493	FEDERAL WITHHOLDING		260-20300	473.90
	INV0005493	FEDERAL WITHHOLDING		270-20300	10.37
	INV0005493	FEDERAL WITHHOLDING		285-20300	693.37
DFT0001208	3/1/2021	IRSPR	IRS PAYROLL TAX DEPOSIT		4,164.84
	INV0005494	MEDICARE TAX		100-20300	3,003.32
	INV0005494	MEDICARE TAX		200-20300	230.84
	INV0005494	MEDICARE TAX		203-20300	113.48
	INV0005494	MEDICARE TAX		205-20300	141.90
	INV0005494	MEDICARE TAX		210-20300	61.40
	INV0005494	MEDICARE TAX		215-20300	81.04
	INV0005494	MEDICARE TAX		260-20300	312.96
	INV0005494	MEDICARE TAX		261-20300	8.48
	INV0005494	MEDICARE TAX		270-20300	2.16
	INV0005494	MEDICARE TAX		285-20300	209.26
DFT0001209	3/1/2021	CPERS-HEALTH	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM		19,103.22
	INV0005495	03/21 Adjustment (Overstreet)		100-1135-51314	-984.21
	INV0005495	03/21 Adjustment (Overstreet)		100-1135-51314	-1,046.04
	INV0005495	03/21 Adjustment (Overstreet)		100-1135-51314	984.21
	INV0005495	03/21 Adjustment (Solis)		100-1135-51314	985.75

Check Register Report**Payment Dates: 2/17/2021 - 3/1/2021**

Payment Number	Payment Date	Vendor #	Vendor Name	Account Number	Payment Amount
	Payable Number	Description			Item Amount
	INV0005495	03/21 RETIREES HEALTH INSURANCE		100-1135-51314	19,010.63
	INV0005495	03/21 CalPers Admin Fees		100-1135-51314	152.88
Grand Total:					495,946.97

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL FUND	133,554.09
200 - GAS TAX FUND	8,575.91
203 - MEASURE M FUND	2,577.50
205 - MEASURE R FUND	2,638.07
210 - PROP A FUND	7,553.25
215 - PROP C FUND	30,204.03
260 - CDBG PROGRAM FUND	4,400.83
261 - CDBG CARES	246.16
270 - AIR QUALITY IMPROVEMENT FUND	44.69
275 - PEG ACCESS FUND	2,272.45
280 - MISCELLANEOUS GRANTS FUND	44,519.06
284 - MEASURE W	4,095.52
285 - LIGHTING & LANDSCAPE MAINTENANCE	9,086.02
500 - SEWER CONSTRUCTION/MAINTENANCE FUND	55,257.35
555 - VEHICLE MAINTENANCE & REPLACEMENT FUND	5,716.29
600 - SPECIAL DEPOSIT FUND	185,205.75
Grand Total:	495,946.97

Account Summary

Account Number	Account Name	Payment Amount
100-1100-53111	Contract Services - Private	2,500.00
100-1100-53976	Special Departmental	25.24
100-1110-53976	Special Departmental	987.05
100-1120-53011	Operating Supplies	308.95
100-1120-53115	Contract Services - Election	1,318.38
100-1120-53411	Printing & Publishing	398.00
100-1130-53011	Operating Supplies	41.46
100-1135-51314	Health Insurance	19,103.22
100-1150-53011	Operating Supplies	1,108.41
100-1150-53711	Utility - Gas	1,417.76
100-1150-53715	Utility - Communications	78.19
100-1150-53813	Facility Maintenance	505.89
100-1150-53911	Equipment Lease/Rental	2,153.36
100-20220	Retention Payable	15,538.17
100-20300	FIT Payable	13,023.52
100-20310	SIT Payable	3,391.52
100-20320	Life Ins Payable	403.98
100-20330	LTD Payable	1,282.63
100-20340	PARS	1,605.03
100-20350	Group Insurance	27.37
100-20360	PERS	9,282.16
100-20399	Other Payroll Deductions	40,679.35
100-2100-53113	Contract Services - Special...	6,044.28
100-2110-53151	Education & Training	227.53
100-2130-53011	Operating Supplies	126.03
100-2130-53111	Contract Services - Private	200.00
100-2130-53112	Contract Services - Public	4,250.36
100-3110-53120	Engineering Permits	3,296.80
100-3300-53976	Special Departmental	230.18
100-3320-53111	Contract Services - Private	559.05
100-3330-53011	Operating Supplies	-338.26
100-3330-53012	Small Tools & Equipment	9.27
100-3330-53015	Uniform/Boot Reimburse...	465.63
100-3330-53811	Equipment Maintenance	148.12
100-4100-53711	Utility - Gas	71.64
100-4100-53715	Utility - Communications	45.31
100-4100-53811	Equipment Maintenance	495.27

Account Summary

Account Number	Account Name	Payment Amount
100-4110-53711	Utility - Gas	512.23
100-4130-53715	Utility - Communications	214.44
100-4130-53813	Facility Maintenance	1,240.11
100-4140-53415	Community Outreach	492.50
100-4140-53979	Special Events	150.00
100-42140	Animal License Fees	-66.00
100-5585-59300	Construction Costs	-0.04
200-20300	FIT Payable	865.22
200-20310	SIT Payable	220.21
200-20320	Life Ins Payable	26.68
200-20330	LTD Payable	100.43
200-20340	PARS	140.32
200-20350	Group Insurance	1.74
200-20360	PERS	684.83
200-20399	Other Payroll Deductions	3,199.10
200-3120-53713	Utility - Hwy Lights	27.59
200-3120-53714	Utility - Water	758.96
200-3120-53819	Signal Maintenance	1,560.50
200-3120-53821	Traffic Markings/Signs	990.33
203-20300	FIT Payable	435.92
203-20310	SIT Payable	122.90
203-20320	Life Ins Payable	12.66
203-20330	LTD Payable	51.20
203-20340	PARS	55.61
203-20350	Group Insurance	0.83
203-20360	PERS	341.10
203-20399	Other Payroll Deductions	1,557.28
205-20300	FIT Payable	491.81
205-20310	SIT Payable	138.29
205-20320	Life Ins Payable	11.97
205-20330	LTD Payable	48.84
205-20340	PARS	140.15
205-20350	Group Insurance	0.80
205-20360	PERS	318.02
205-20399	Other Payroll Deductions	1,488.19
210-20300	FIT Payable	206.29
210-20310	SIT Payable	46.66
210-20320	Life Ins Payable	12.04
210-20330	LTD Payable	35.36
210-20350	Group Insurance	0.80
210-20360	PERS	299.39
210-20399	Other Payroll Deductions	1,757.51
210-3130-53816	Bus Shelter Maintenance	3,640.00
210-3130-53915	Public Transit Subsidy	1,555.20
215-20220	Retention Payable	28,427.10
215-20300	FIT Payable	399.36
215-20310	SIT Payable	128.11
215-20320	Life Ins Payable	8.05
215-20330	LTD Payable	46.66
215-20340	PARS	0.58
215-20350	Group Insurance	0.51
215-20360	PERS	231.97
215-20399	Other Payroll Deductions	961.69
260-20300	FIT Payable	786.86
260-20310	SIT Payable	125.29
260-20320	Life Ins Payable	14.82
260-20330	LTD Payable	54.72
260-20340	PARS	487.08

Account Summary

Account Number	Account Name	Payment Amount
260-20350	Group Insurance	0.90
260-20360	PERS	476.64
260-20399	Other Payroll Deductions	2,454.52
261-20300	FIT Payable	8.48
261-20320	Life Ins Payable	1.36
261-20330	LTD Payable	4.88
261-20350	Group Insurance	0.08
261-20360	PERS	40.80
261-20399	Other Payroll Deductions	190.56
270-20300	FIT Payable	12.53
270-20310	SIT Payable	3.65
270-20320	Life Ins Payable	0.34
270-20330	LTD Payable	1.24
270-20350	Group Insurance	0.02
270-20360	PERS	6.15
270-20399	Other Payroll Deductions	20.76
275-1125-53998	Furniture/Office Equipme...	2,272.45
280-20220	Retention Payable	44,519.06
284-3100-53111	Contract Services - Private	4,095.52
285-20220	Retention Payable	365.66
285-20300	FIT Payable	902.63
285-20310	SIT Payable	248.10
285-20320	Life Ins Payable	31.10
285-20330	LTD Payable	103.98
285-20340	PARS	76.35
285-20350	Group Insurance	1.95
285-20360	PERS	682.81
285-20399	Other Payroll Deductions	2,960.83
285-3330-53111	Contract Services - Private	1,114.00
285-3330-53711	Utility - Gas	30.10
285-3330-53712	Utility - Electricity	47.55
285-3330-53715	Utility - Communications	65.63
285-3330-53822	Park Maintenance & Repa...	2,455.33
500-20220	Retention Payable	55,257.35
555-3150-53014	Fuel	4,637.74
555-3150-53812	Vehicle Maintenance	1,078.55
600-23260	Deposit - Charles Co. Jasm...	185,205.75
Grand Total:		495,946.97

Project Account Summary

Project Account Key	Payment Amount
None	491,155.26
30221E	559.05
41221E	1,627.33
69121E	150.00
69421E	2,455.33
Grand Total:	495,946.97



City of La Puente AGENDA REPORT

To: Mayor and City Council

For meeting of: March 9, 2021

From: Bob Lindsey, City Manager

By: Victor Ponto, City Attorney

SUBJECT: SECOND READING OF AN ORDINANCE OF THE CITY OF LA PUENTE, CALIFORNIA, SETTING THE CONTRIBUTION LIMITS OF THE POLITICAL REFORM ACT OF 1974 AS APPLICABLE IN THE CITY OF LA PUENTE (AB 571)

BACKGROUND/DISCUSSION

At its meeting of February 23, 2021, the City Council introduced Ordinance No. 20-972 adding Section 40 of Chapter 2.32 (Municipal Elections) of the La Puente Municipal Code related to campaign contribution limits.

On January 1, 2021, AB 571 became state law. AB 571 gives cities and counties with no independently adopted campaign contribution limits the discretion to either set its own limits or allow the state's campaign contribution limits to be applicable to its local elections. The current state limit on contributions from an individual per calendar year is \$4,700.00. This amount is subject to change by the Fair Political Practices Commission FPPC in 2021. The FPPC may adjust the limits in January of odd-numbered years by using the increase or decrease in the Consumer Price Index, rounded to the nearest \$100.00.

AB 571 was drafted based on the following: (1) most cities in California do not have independently imposed campaign contributions limits on candidates for elective office; (2) apparently, in cities without campaign contribution limits, candidates for elective office receive 40 percent or more of their total campaign funds from a single contributor; (3) where individual contributors are allowed to make unlimited contributions to a candidate for office, there is perception that those elected may not act in the best interest of the city but rather on behalf of the contributor(s); and the state has a statewide interest in preventing the appearance of corruption at all levels of government.

By adopting this ordinance, the City would follow the campaign limits as set forth in AB 571, the FPPC would have enforcement authority regarding campaign contributions and violations punishable as a misdemeanor.

FISCAL IMPACT

None as the FPPC would be the enforcement agency.

RECOMMENDATION

It is recommended that the City Council adopt Ordinance No. 21-972, an Ordinance of the City of La Puente, California, Adding Section 40 of Chapter 2.32 (Municipal Elections) of the La Puente Municipal Code Related to Campaign Contribution Limits.

ATTACHMENTS

Attachment "A": Ordinance No. 21-972

ORDINANCE NO. 21-972

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LA PUENTE, CALIFORNIA, SETTING THE CONTRIBUTION LIMITS OF THE POLITICAL REFORM ACT OF 1974 AS APPLICABLE IN THE CITY OF LA PUENTE

WHEREAS, the City of La Puente is a general law city under California Government Code Section 34102; and

WHEREAS, Article XI, Section 7 of the California Constitution provides that the City of La Puente ("City") may make and enforce within its limits all local, police, sanitary, and other ordinances and regulations not in conflict with general laws; and

WHEREAS, the Political Reform Act of 1974 ("Act") prohibits a person, other than a small contributor committee or political party committee, from making to a candidate for elective state office, for statewide elective office, or for the office of Governor, and prohibits those candidates from accepting from a person, a contribution totaling more than a specified amount per election; and

WHEREAS, existing law authorizes a County, City, or District to limit campaign contributions in local elections; and

WHEREAS, Assembly Bill 571 ("Bill") amended the Act on January 1, 2021 to prohibit a person from making to a candidate for elective county or city office, and would prohibit a candidate for elective county or city office from accepting from a person, a contribution totaling more than the amount set forth in the act for limitations on contributions to a candidate for elective state office; and

WHEREAS, the Bill authorizes a County or City to impose a limitation that is different from the limitation imposed by the Bill; and

WHEREAS, the Bill would make specified provisions of the Act relating to contribution limitations applicable to a candidate for an Elective County or City Office, except as specified.

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

Section 1. Findings.

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

Section 2. La Puente Municipal Code Amendment.

Section 40 of Chapter 2.32 (Municipal Elections) of the La Puente Municipal Code is hereby added to read in its entirety as follows:

“2.32.040 Campaign Contribution Limits

Pursuant to the Political Reform Act of 1974, the campaign contribution limits set forth in the Government Code are applicable in the City of La Puente. Sections 85301, 85305, 85306, 85307, 85315, 85316, 85317, 85318, and 85702.5 of the Government Code are hereby incorporated by reference herein.”

Section 3. CEQA Findings.

The City Council finds that the Ordinance is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Code of Regulations CEQA Guidelines Section 15061(b)(3) in that it is no possibility it may have significant effect on the environment.

Section 4. Clerical Errors.

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

Section 5. Severability.

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

Section 6. Effective Date.

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

Section 7. Publication.

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

PASSED, APPROVED AND ADOPTED this 9th day of March, 2021, 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: March 9, 2021

From: Bob Lindsey, City Manager

By: John Di Mario, Director of Development Services
Abraham Tellez, Senior Planner

SUBJECT: CONSIDERATION OF A PROFESSIONAL SERVICES AGREEMENT WITH RRM DESIGN GROUP FOR THE PREPARATION AND CERTIFICATION OF THE 5TH AND 6TH CYCLE HOUSING ELEMENTS AND ASSOCIATED ENVIRONMENTAL DOCUMENTS IN THE AMOUNT OF \$172,880

BACKGROUND

At the City Council meeting of June 9, 2020, the Council approved Resolution No. 20-5559 approving the application for Local Early Action Planning (“LEAP”) grant funds with the State of California Department of Housing and Community Development (“HCD”). HCD is the responsible agency for the administration of the grant funds and required that the City first adopt a resolution approving the application for these funds. In September 2020, the City received notification from HCD that the City’s grant was approved for funding. On January 19, 2021 the City received an executed agreement from HCD formally awarding the City’s LEAP grant funds in the amount of \$150,000, which is to be used towards the preparation and certification of the City’s 6th Cycle Housing Element.

DISCUSSION

Following notification from HCD of the City’s award of the grant, Staff issued a Request for Qualifications (RFQs) and reviewed Statements of Qualifications from a total of four (4) planning consulting firms/teams. Staff held interviews with each of the firms in December 2020 and January 2021. Following the conclusion of the interviews, Staff began more involved discussions with the RRM Design Group team (“RRM Group”).

The RRM Group team consists of Veronica Tam and Associates and Morse Planning Group as subconsultants as part of the project team to deliver to the City the preparation and certification of the City’s 5th and 6th Cycle Housing Elements and associated environmental documents. The RRM Group team has combined extensive planning, design, housing element and California Environmental Quality Act (“CEQA”) experience to meet the City’s needs. The RRM Group team includes planning professionals from different backgrounds and experiences that together will accomplish the City’s project goals. Their combined expertise in planning and design and in the preparation of housing elements for cities across the San Gabriel Valley will result in a certifiable housing element document(s) along with CEQA compliance for the City.

Attached to this report is a Professional Services Agreement (“Agreement”) with RRM Design Group to complete the required housing elements by October of 2021.

AGENDA ITEM NO. D-3

Pursuant to Section 2.20.090 of the City’s purchasing Ordinance, agreements for professional services can be executed without observing the City’s formal bidding procedures based on the determination by the City Manager. As stated in Section 2.20.020, the term “professional services” specifically includes “experts” such as housing element experts and “environmental consultants”. The City Manager can make his determination based on any, or all, of the following: demonstrated competence, qualifications, experience, and reasonableness of cost to perform the services.

The timing for the completion of the housing elements is critical since the deadline is established by State Law. Pursuant to State law, the 5th and 6th Cycle Housing Elements are to be certified by HCD by October 15, 2021. As provided for in the Agreement, the RRM team can complete the process so that the City Council can act upon the prepared housing elements and environmental documents at a meeting in September or October 2021.

FISCAL IMPACT

Funding for the 5th Cycle Housing Element has been included in the Fiscal Year 2020-21 budget, specifically from the Planning/Zoning department in the amount of \$40,000. The scope of services provided by the RRM Group lists this task at a cost of \$22,880. Funding for the 6th Cycle Housing Element will be from the \$150,000 LEAP grant funds. The scope of services provided by the RRM Group lists this task and all other associated tasks, including environmental review and documents, at a cost of \$150,000; resulting in a total project cost of \$172,880.00.

RECOMMENDATION

It is recommended that the City Council: (1) approve the Agreement with RRM Design Group, for preparation of the 5th and 6th Cycle Housing Elements and associated environmental documents in the amount of \$172,880; 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 March 9, 2021 (“Effective Date”), between the City of La Puente, a municipal corporation (“City”) and RRM Design Group, a California corporation, (“Consultant”). The City and Consultant are hereinafter collectively referred to as the “Parties”.

RECITALS

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

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

1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until the tasks described herein are completed, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

(a) Consultant shall perform the tasks (“Services”) described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full (“Scope of Services”). Tasks other than those specifically described in the Scope of Services shall not be performed without prior written approval of the City. 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 environmental consulting and documentation 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

City's Director of Development Services shall represent the City in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Consultant, but shall have no authority to modify the Services or the compensation due to Consultant.

4. PAYMENT

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B ("Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed One Hundred Seventy Two Thousand Eight Hundred Eighty Dollars (\$172,880.00) for the total Term of the Agreement unless additional payment is approved as provided for 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 reimbursement of reasonable legal counsel's fees and costs to the extent found to be caused in whole or in part by any negligent act of Consultant, its officers, agents, employees or Subconsultants (or any agency or individual that Consultant shall bear the legal liability thereof) in the negligent 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 reimburse the City for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters tied directly to Consultant's determined percentage of fault as set forth in California Civil Code 2782.8 as it is written as of the date of this Agreement.

Payment by City is not a condition precedent to enforcement of this indemnity.

8. INSURANCE

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

9. INDEPENDENT CONSULTANT

(a) Consultant is and shall at all times remain as to the City a wholly independent consultant and/or independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultants exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not

at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against the City, or bind the City in any manner.

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

10. LEGAL RESPONSIBILITIES

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

11. UNDUE INFLUENCE

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

12. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

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

13. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City, unless otherwise required by law or court order. (b) Consultant shall promptly notify City should Consultant, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request

("Discovery"), court order, or subpoena from any person or party regarding this Agreement and the work performed there under or with respect to any project or property located within the City, unless Consultant is prohibited by law from informing the City of such Discovery, court order or subpoena. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless City is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Consultant in such proceeding, Consultant agrees to cooperate fully with the City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

14. NOTICES

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

If to City:

Bob Lindsey, City Manager
City of La Puente
15900 E. Main Street
La Puente, CA 91744
Email: blindsey@lapuente.org

With a copy to:

Victor Ponto, Interim City Attorney
Olivarez Madruga Lemieux O'Neill, LLP
11227 Valley Boulevard, Suite 200
El Monte, CA 91731

If to Consultant:

Diane Bathgate, Principal/Project Manager
RRM Design Group
32332 Camino Capistrano, Suite 205
San Juan Capistrano, CA 92675
Email: DLBathgate@rrmdesign.com

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 part of prevailing party's total damages as determined by a court of competent jurisdiction, 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.

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”

RRM Design Group

By: _____
Bob Lindsey, City Manager

By: _____
Its: _____

Attest:

By: _____
Sheryl Garcia, City Clerk

Approved as to form:

By: _____
Victor Ponto, City Attorney

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

EXHIBIT A
SCOPE OF SERVICES

Consultant shall perform the following Services: The preparation and certification of a 5th and 6th Cycle Housing Element and associated environmental document (s) identifying and reporting on the potentially significant, adverse, environmental impacts of the proposed project consistent with the provisions of the California Environmental Quality Act. The proposed scope of services consists of five (5) tasks to achieve State-compliant 5th and 6th Cycle Housing Elements.

Task 1: Project Management and Community Engagement:

Task 1.1: Project Kickoff Meeting

RRM Design Group with Veronica Tam Associates (VTA) and Morse Planning Group (MPG) will prepare for and conduct an initial kickoff meeting with City staff. This task is anticipated to be conducted as a conference call and includes the following topics:

- Identification of key project contacts and information exchange
- Review of project objectives, scope of work, and project timeline
- Discussion of issues to be focused on during the project
- Identification of optimal working relationship (such as turnaround times)
- Review and refinement of the public outreach strategy

Deliverables

- Meeting agenda and list of data needs
- Meeting summary with project goals, objectives, and action items
- Refined project schedule

Task 1.2: Project Management and Coordination

Project management and coordination include regular communication between the project manager and the City. The project manager, in conjunction with VTA, will coordinate the overall project schedule. This task is intended to allow for necessary coordination between the project team members and City staff, including teleconferences, meetings, correspondence, recordkeeping, electronic file management, and additional necessary coordination.

Deliverables

- Ongoing project management and coordination (assumes 6 hours per month over the course of 10 months)

Task 1.3: Community Engagement

To facilitate preliminary budgeting for the project, a general approach for the Housing Element Update public outreach process to inform and seek input will be outlined. The budget estimate

assumes a combination of web conferencing and online engagement, considering COVID-19 constraints for the foreseeable future. Informed by discussions with staff and with COVID-19 considerations in mind, the following potential activities are recommended for outreach to provide education and solicit input:

- Online housing needs survey
- Stakeholder interviews (up to 5) held over the course of one morning or afternoon
- Planning Commission Study Session with the broader community invited

Over the course of the project, this task also includes the provision of materials for posting on the City's website and social media channels such as flyers, frequently asked questions (FAQs), project scope, schedule, and completed products as they are developed. It is assumed City staff will be responsible for meeting notification, facilities (if any), and logistics.

Deliverables

- Refine community engagement plan with City staff and conduct agreed-upon activities

Task 2: 5th Cycle Housing Element Revisions:

La Puente adopted its 5th Cycle Housing Element in 2016, past the statutory deadline and grace period and therefore subject to 4-year update requirements. While the City adopted a 4-year update on time (by October 15, 2017), the updated Housing Element did not fully comply with State law and requires additional revisions (as referenced in the April 2018 HCD letter). Subsequent submittal in 2018 to HCD also did not fully address HCD comments.

The primary focus of HCD's comments on the 2018 Draft Housing Element is on adequate sites. Discussions with HCD staff (Robin Huntley) indicate that the best approach would be for the City to clear the findings outlined in the April 2018 HCD letter. Otherwise, the City would be considered to have a shortfall in sites, which would rollover to the 6th cycle. The following tasks are anticipated:

- Review sites inventory in 2018 Draft Housing Element to clarify/correct issues identified by HCD
- Identify additional sites available under current zoning, if necessary, to meet the RHNA for 5th Cycle
- Revise the 2018 Draft Housing Element only to the extent necessary to address HCD comments (we ask for the 2018 document to be provided to the project team in Word)
- Submit Revised Draft Housing Element to HCD for review and coordinate with HCD for an expedited review, if possible
- Conduct Planning Commission and City Council hearings (up to two) to adopt the update the 5th Cycle Housing Element

The sites inventory, once clarified and accepted by HCD for the 5th cycle, may be reused for the 6th Cycle RHNA.

Deliverables

- Conduct tasks as described above
- Provide revised 5th Cycle Housing Element (PDF and Word)

Task 3: 6th Cycle Housing Element Components:

Task 3.1: Review of Current Housing Element

While Task 3 will focus on refinements, certification and adoption of the 5th Cycle Housing Element, this task will focus on evaluation of the 5th Cycle Housing Element to determine the revisions that must be made to comply with current State law and HCD requirements. This evaluation will be submitted as a written outline with recommended changes or annotated document with areas for update and improvement, programs that should be considered, and any other relevant housing issues that might be included in this update. Obsolete sections shall be identified for removal. In collaboration with City staff, the Consultant Team will prepare an analysis of the City's progress toward meeting the identified goals, policies, and programs since the adoption of the 2013-2021 Housing Element.

This task will include a review of documents relevant to the Housing Element update:

- 2013–2021 Housing Element
- Land Use Element
- General Plan
- Housing Element Annual Progress Reports
- Adopted and draft specific plans and zoning amendments
- Municipal code/zoning code

Deliverables

- Evaluation of the existing Housing Element, General Plan, Zoning Ordinance, and other supporting materials in comparison to current State housing law

Task 3.2: Housing Assessment and Needs Analysis

A housing assessment and needs analysis will be prepared pursuant to State housing law. The Consultant Team will obtain and analyze demographic, economic, infrastructure and housing data needed to complete this task. The housing assessment and needs analysis will contain the following topics to satisfy Government Code Section 65583(a) requirements:

- Demographics, income, and employment trends
- Household characteristics
- Housing stock characteristics
- At-risk housing analysis; analysis of special housing needs
- Affirmatively furthering fair housing analysis

Deliverables

- Draft housing needs assessment (PDF and Word)

Task 3.3: Site Inventory Analysis

The Southern California Association of Governments has estimated a total of 1,924 dwelling units for La Puente in the 6th Cycle Regional Housing Needs Assessment (RHNA) numbers: 542 very low income, 275 low income, 274 moderate income, and 833 above moderate income.

The previous 5th Cycle Housing Element is required to address a RHNA of 818 units. Once clarified and accepted by HCD, the sites inventory for the 5th Cycle Housing Element will provide a starting point and sites will be determined citywide that may be viable RHNA sites based on the following new state law requirements bulleted below:

- Conduct additional analysis for sites smaller than one-half acre or larger than 10 acres
- Conduct additional analysis for underutilized sites
- Identify sites included in the past two housing element cycles that are now required to allow affordable housing by-right
- Identify if sites are publicly owned
- Indicate whether a site has available or planned and accessible infrastructure

The site selection criteria will be updated to identify new sites and reevaluate sites identified for the 5th Cycle Housing Element land inventory. As part of the site selection process, the General Plan policies and land use density range, zoning, available infrastructure, and opportunities within approved specific plans will be considered. General Plan and zoning strategies that will address additional housing unit capacity will be formulated. Potential repositioning of commercial properties for creation of housing opportunities will be included in this task, with potential sites including:

- Bodega Shopping Center (Valley Boulevard and Azusa Way)
- Sunkist Plaza Shopping Center (Amar Road and Willow Avenue),
- Citywide C2 zoning (based on shopping center size)

As part of the housing sites analysis, the consultant team will complete the following:

Document potential sites - An inventory, map, and analysis clearly illustrating the City's capacity to accommodate the 6th Cycle RHNA will be prepared. In keeping with state law, the realistic development capacity of each site will be documented and a map showing all identified sites will be prepared. The sites' inventory will be compiled using the HCD template.

- Rezoning concepts for additional capacity - In collaboration with City staff, RRM will analyze and prepare high-level General Plan and zoning concepts to create opportunities for greater housing options and density.
- Investigate alternative RHNA credits - This includes analyzing the capacity for alternative RHNA credits for accessory dwelling units, guest quarters, preservation of

existing at-risk affordable housing projects, and other similar, nontraditional RHNA credit opportunities.

- Ensure sites affirmatively further fair housing - Work with City staff to determine if the sites identified in the inventory are located throughout the community in a manner that affirmatively furthers fair housing.
- Underutilized sites analysis - Complete an analysis of nonvacant sites to address a portion of the RHNA. As part of this task, the realistic development potential within the planning period will be analyzed by considering the extent that a nonvacant site's existing use impedes additional residential development, the jurisdiction's past experience converting existing uses to higher density residential development, market trends and conditions, and regulatory or other incentives or standards that encourage additional housing development on any nonvacant sites.
- Analyze the feasibility of applicable densities to meet the lower-income RHNA - Typically, this is done by reviewing similarly situated built projects in the vicinity, calling local developers, and reviewing pro formas/development applications submitted to the City to infer development feasibility.
- Infrastructure analysis - With supporting GIS data provided by the City, determine if parcels included in the inventory have sufficient water, sewer, and dry utilities supply available and accessible to support housing development. This analysis is not required to be parcel-specific. General Plan programs or other mandatory programs or plans to secure sufficient water, sewer, and dry utilities supply to support housing development on the site will be reviewed.

Design compatibility will be a key component of the Housing Element update to ensure additional housing capacity will be consistent with La Puente character and community expectations. Under this task, RRM will develop graphics for up to two (2) sites to illustrate potential development, helping the community at large to better understand potential changes from proposed new residential densities. The two graphics will inform implementation actions of the Housing Element update including potential specific plans or rezoning potential for selected sites.

Deliverables

- Draft memorandum on methodology and summary of analysis findings (PDF and Word)
- Up to two (2) conceptual site graphics to illustrate potential residential or mixed-use development

Task 3.4: Housing Constraints

Potential governmental and non-governmental constraints to housing production will be identified, including environmental and infrastructural constraints. This analysis must contain a review of factors that may potentially constrain the development, improvement, and preservation of housing in La Puente. New housing element laws require the assessment of non-governmental constraints, including NIMBYism, lending practices, shortage of labor, and other economic factors. This work will include a review of existing City regulations, codes,

and standards related to housing. Where constraints exist, strategies will be proposed to address them.

Deliverables

- Draft housing constraints analysis for integration into the Housing Element Update (PDF and Word)

Task 3.5: Implementation Program

An eight (8) year Implementation Program will be formulated, inclusive of quantifiable objectives and programs, to address housing needs for all income levels, the elderly, veterans, and populations with disabilities, with special needs or experiencing homelessness.

Deliverables

- Draft implementation program formatted for integration into the Housing Element Update (PDF and Word)

Task 4: Housing Element Update Review and HCD Coordination:

Task 4.1: Screencheck Draft and Public Review Draft Housing Element Update

Integrating draft components developed under Task 3, the Project Team will prepare and submit a Screencheck Draft Housing Element to the City for review. The Screencheck Draft will include required components of a Housing Element pursuant to State law. City staff will review and provide a consolidated, redlined set of comments and changes to RRM for revision.

The Public Review Draft Housing Element will be prepared based on City staff's comments on the Screencheck Draft. City staff will provide a consolidated, redlined set of comments and changes to RRM for revision.

Deliverables

- Screencheck Draft Housing Element Update (PDF and Word)
- Public Review Draft Housing Element Update (PDF and Word)

Task 4.2: HCD Coordination

With support from RRM, VTA will serve as the City's liaison with HCD throughout the Housing Element Update process. The Project Team will support HCD communications and review such as answering questions and resolving any issues that may arise during the review process including:

- Pre-submittal consultation with HCD staff, as necessary, depending on any issues that arise during preparation of the Public Review Draft
- Submittal of Public Review Draft Housing Element to HCD
- Preparation of changes to the Public Review Draft Housing Element required for HCD certification
- Submission of the Final Housing Element to HCD for review and certification

Deliverables

- HCD coordination and Housing Element refinement as described above

Task 4.3: Public Hearings and Final Housing Element Update

The project team will support City review and approval of the Housing Element Update and will attend up to three (3) public hearings. Errata sheets may be used between public hearings to track recommended document edits and changes. Final edits to the Housing Element Update resulting from the hearing process will be accommodated under this task.

Deliverables

- Attendance at up to three (3) public hearings with the Planning Commission and City Council
- Final Housing Element Update (PDF and Word)

Task 5: Environmental Compliance:

Morse Planning Group (MPG) will lead the environmental review and compliance task in accordance with the California Environmental Quality Act (CEQA). As 5th Cycle Housing Element technical assist will focus on clarifying and fixing the existing document, additional CEQA compliance documentation is not anticipated for the 5th Cycle and reliance on previous documentation is assumed. Therefore, this task describes the work program for CEQA compliance for the 6th Cycle Housing Element update.

Assumptions

- Reliance Upon Existing Data and Technical Studies - For the purposes of this scope of work, it is assumed that existing data and technical studies from both City and regional plans and CEQA documents can be relied upon. Thus, the CEQA scope of work will be limited to the synthesis, analysis, and summation of this existing data.
- City Submittal of CEQA Notices and Documents to the State Clearinghouse - In 2020, the Office of Planning and Research, State Clearinghouse has gone to online submittal of CEQA notices and documents. This requires each agency to register online at <https://ceqasubmit.opr.ca.gov/>, and register an administrator for the agency, who will then be able to login and upload documents. It is assumed that the City will be responsible for the online submittal of CEQA notices and documents to the State Clearinghouse.
- City Comments - It is assumed that the City will provide one set of consolidated City comments on draft work products.
- Anticipated CEQA Document - This scope of work assumes that no technical analyses are required and that a Negative Declaration will be prepared. It is anticipated that the Housing Element Update will require the following approvals: 1) adoption of the Negative Declaration, and 2) adoption of General Plan Amendments to update the Housing Element and to redesignate the land uses for certain selected housing sites. Should the City request the preparation of technical studies, a separate scope and fee can be submitted to the City for approval. If the Housing Element Update require additional

approvals, including but not limited to 1) rezoning of selected housing sites, or 2) adoption of General Plan Amendment to revise existing elements (e.g., Safety) or add an element (e.g., Environmental Justice), it would be necessary to revisit the scope of work, fee, and schedule.

Task 5.1: Tribal Consultation, Environmental Noticing, and Meetings

Native American Tribal Consultation Per SB 18 and AB 52

MPG will contact the Native American Heritage Commission to provide the list of Native American tribes to consult. Upon receipt of the NAHC letter, MPG will support the City by providing draft letters for City review and to be put on City letterhead. Upon receipt of the letter back from the City, MPG will transmit letters via email if available or send letters to Tribes via U.S. Certified Mail or an overnight delivery service initiating the consultation process under SB 18 and AB 52. MPG will follow up once with each group via e-mail or telephone. It is assumed that City staff would meet with requested tribes in person or by telephone. MPG would not attend any requested meetings. MPG would assist City staff in drafting a summary of the consultation process.

CEQA Notices

MPG will prepare all CEQA public notices required for the proposed project for City review and signature: Negative Declaration, Notice of Availability, and Notice of Determination. The City will be responsible for transmitting notices and documents to the State Clearinghouse. MPG will be responsible for transmitting notices and a CD/USB drive to designated reviewing agencies (up to 15 agencies). In addition, the City will be responsible for filing notices with the Los Angeles County Clerk, and for the payment of any fees for such filings, as well as for any City-required radius notice mailings, posting of notices, and/or newspaper notices required for the project.

Meetings

MPG Staff will attend up to two meetings with City staff. This task includes a budget of 4 hours for meetings.

Task 5.2: Draft Environmental Document

Administrative Draft Initial Study

MPG will prepare an Initial Study in accordance with CEQA, the CEQA Guidelines, and the City of La Puente's CEQA Guidelines. The Initial Study will include detailed explanations of all checklist determinations, discussions of potential environmental impacts, and mitigation measures, if applicable. The Initial Study analysis shall be in accordance with all applicable sections of CEQA and the CEQA Guidelines. The environmental document will be presented with the following sections: Introduction, Project Description, Initial Study Checklist, Environmental Analysis, and Initial Study Determination. MPG's approach to the analysis portion of the document is to provide thorough and conclusive impact analysis. The topics to be reviewed include all topics included in the most current version of CEQA Guidelines Appendix G.

MPG will submit the Administrative Draft Initial Study for review and comment by City staff. MPG will also submit a Second Administrative Draft Initial Study (“check copy”), which will incorporate one complete set of comments received from City staff.

Public Review Draft Initial Study

MPG will submit the Public Review Draft Initial Study to the City, which will be distributed for public review.

Response to Comments

MPG will respond to written comments received on the Public Review Draft Initial Study during the public review period, and prepare thorough, reasoned, and sensitive responses to relevant environmental issues. MPG will prepare the Administrative Draft Responses to Comments for review and comment by City staff. MPG will submit one “check copy” of the final Responses to Comments document, which will incorporate one complete set of comments received from City staff on the Administrative Draft Responses to Comments. For budgeting purposes, a maximum of 4 hours has been assumed for MPG to prepare the Responses to Comments. Should the comments be excessive and require more than the budgeted time, this task and associated costs would be revisited.

Task 5.3: Final Environmental Document and Adoption

Public Hearings

MPG will attend one public hearing each with the La Puente Planning Commission and City Council. This task includes a budget of 8 hours for public hearings.

Completion of Final Environmental Document

Following City Council approval of the CEQA document, MPG will prepare the Final Initial Study document, which will consist of the revised Public Review Draft Initial Study text, as necessary to address the comments received during the public review period.

Deliverables

- Administrative Draft IS (Word and PDF)
- “Check Copy” of Draft IS/ND (Word and PDF)
- Draft IS/ND (Word and PDF)
- Up to 25 CDs/USB Drives with PDF Files of Draft IS/ND for City, State Clearinghouse, and Reviewing Agencies
- Final IS/ND (PDF and Word)
- Native American Consultation Letters (PDF and Word)
- Native American Consultation Summary (PDF and Word)

Work Program Assumptions:

- Meeting Notices. RRM Design Group will provide website content to notice upcoming meetings and workshops. The City is responsible for printing and distribution of physical meeting and workshop notices. The costs of providing printing and/or distribution of

physical meeting and workshop notices would be on a time and materials basis, if requested.

- Meeting Attendance. The project budget assumes virtual attendance at meetings identified in the work program. The costs of additional or in-person meeting attendance would be on a time and materials basis if requested.
- Draft Documents. A draft of each document will be provided to staff and revised based on a single set of consolidated comments providing clear direction.
- Printing. This budget assumes the City will be responsible for printing and distributing documents unless otherwise specified.

Schedule:

A draft Project Schedule will be submitted to the City for review and approval within 5 days of receiving a Notice to Proceed.

EXHIBIT B

RATE SCHEDULE

Consultant will perform the services, as set forth in the Scope of Services (Exhibit A) in accordance with the following costs by Task as listed below.

TASK 1: PROJECT MANAGEMENT AND COMMUNITY ENGAGEMENT

TASK 1	FEE
Task 1.1: Project Kickoff Meeting	\$2,396
Task 1.2: Project Management and Coordination	\$16,480
Task 1.3: Community Engagement	\$15,066
TASK 1 SUBTOTAL	\$33,942

TASK 2: 5th CYCLE HOUSING ELEMENT REVISIONS

TASK 2	FEE
Task 2.1: 5 th Cycle Housing Element Revisions	\$22,880
TASK 2 SUBTOTAL	\$22,880

TASK 3: 6th CYCLE HOUSING ELEMENT COMPONENTS

TASK 3	FEE
Task 3.1: Review of Current Housing Element	\$7,860
Task 3.2: Housing Assessment and Needs Analysis	\$5,244
Task 3.3: Site Inventory Analysis	\$24,036
Task 3.4: Housing Constraints	\$5,404
Task 3.5: Implementation Program	\$8,096
TASK 3 SUBTOTAL	\$50,640

TASK 4: HOUSING ELEMENT UPDATE REVIEW AND HCD COORDINATION

TASK 4	FEE
Task 4.1: Screencheck Draft and Public Review Draft Housing Element Update	\$23,418
Task 4.2: HCD Coordination	\$10,004
Task 4.3: Public Hearings and Final Housing Element Update	\$16,576
TASK 4 SUBTOTAL	\$49,998

TASK 5: ENVIRONMENTAL COMPLIANCE

TASK 5	FEE
Task 5.1: Tribal Consultation, Environmental Noticing, and Meetings	\$2,100
Task 5.2: Draft Environmental Document	\$10,800
Task 5.3: Final Environmental Document and Adoption	\$1,800
TASK 5 SUBTOTAL	\$14,700

REIMBURSABLES

REIMBURSABLES SUBTOTAL	\$720
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TOTAL PROJECT COST**\$172,880****BILLING RATES**

Any additional charges for all professional, technical, and administrative personnel directly charging time to the project will be calculated and billed on the basis of the following staff category hourly "Billing Rates." Billing Rates include fringe benefits, burden, and fee.

<u>Staff Title</u>	<u>Rate</u>	<u>Staff Title</u>	<u>Rate</u>
RRM Design Group			
Principal In Charge	225.00	Senior Planner	142.00
Project/Planning Manager	218.00	Senior Planner/GIS & Research Analyst	138.00
Architect	210.00	Associate Planner	122.00
Veronica Tam and Associates			
Principal	170.00	Planner	100.00
Senior Planner	125.00	Grants Specialist	110.00
Morse Planning Group			
Principal/Project Manager	150.00	Word Processing	75.00
Environmental Analyst/Planner	110.00	Consultation Relative to Legal Actions	300.00
Graphic Artist	100.00		

EXHIBIT C

INSURANCE REQUIREMENTS

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

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 the City, 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 City nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the 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.