

MINUTES
LA PUENTE CITY COUNCIL AND SUCCESSOR AGENCY
CLOSED SESSION AND REGULAR MEETING OF
SEPTEMBER 28, 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.lapueente.org.

A Closed Session and Regular Meeting of the City Council of the City of La Puente was held in the Council Chambers of City Hall, 15900 East Main Street, La Puente, California, on Tuesday, September 28, 2021, at 6:30 p.m.

6:30 P.M. CLOSED SESSION

CALL TO ORDER

Mayor Klinakis called the meeting to order at 6:32 p.m.

ROLL CALL

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

Members absent: Lewis.

Staff members present: City Manager Bob Lindsey (via teleconference), Attorney Victor Ponto, Director of Development Services John Di Mario, City Clerk Sheryl Garcia, Director of Administrative Services Troy Grunklee, and Management Assistant Cece Dunlap.

PLEDGE OF ALLEGIANCE

Mayor Klinakis led the Pledge of Allegiance.

ORAL COMMUNICATIONS – None.

RECESS INTO CLOSED SESSION

The City Council recessed into closed session at 6:35 p.m. to discuss the item as posted on the agenda.

CLOSED SESSION

1. Conference with Labor Negotiators (Government Code section 54957.6)
Agency Designated Representatives: Bob Lindsey, City Manager and Victor Ponto, City Attorney
Employee Organization: SEIU
2. Public Employment, City Manager (Government Code Section 54957(b)(1))

RECONVENE TO OPEN SESSION

The City Council reconvened to open session at 7:17 p.m.

REPORT OUT OF CLOSED SESSION

Attorney Ponto reported that direction was given, and no reportable action was taken.

7:00 P.M. REGULAR SESSION

CALL TO ORDER

Mayor Klinakis called the meeting to order at 7:17 p.m.

ROLL CALL

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

Members absent: Lewis.

Staff members present: Attorney Victor Ponto, Director of Development Services John Di Mario, City Clerk Sheryl Garcia, Director of Administrative Services Troy Grunklee, Director of Community Services Roxanne Lerma, Principal Accountant Alex Merkel-Medina and Management Assistant Cece Dunlap.

PRESENTATIONS

Sergeant Bryan Smith of the Los Angeles County Sheriff's Department provided an update on crime statistics in the region.

ORAL COMMUNICATIONS

Joe Batista expressed his concern regarding the installation of cameras around the community and low income spay and neutering programs. He commended City Staff and City Council Members for the progressing renovations at the La Puente Park and requested clarification on the electric vehicle parking rules for the La Puente Park parking lot.

Veronica Zamora spoke on behalf of her parents, regarding code enforcement violation letters received and inquired on the City's code on placement and removal of waste containers. She requested a meeting with code enforcement to resolve the issue.

Erick Sanchez reported on behalf of Guerrero's Judo Club as they competed in tournaments across the nation resulting in three female students winning gold medals. He spoke about the Tiny Tots program and inquired about the progress of the Judo building that was proposed to further expand their program.

Denaee Amaya, District Representative from the Office of Assemblywoman Blanca Rubio, submitted a written comment to inform residents of the Career and Resource Fair taking place on Saturday, October 2, 2021, from 9:00 a.m. to 12:00 p.m. at the Cortez Park Community and Senior Center in the City of West Covina.

BOARDS/COMMISSION/COMMITTEE REPORTS – None

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 SEPTEMBER 14, 2021

A motion was made by Council Member Argudo, seconded by Mayor Klinakis, to waive the reading and approve the Minutes of the City Council and Successor Agency meeting September 14, 2021. The motion carried by the following roll call vote:

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

B. PUBLIC HEARINGS BEFORE THE CITY COUNCIL – None

C. UNFINISHED BUSINESS OF THE CITY COUNCIL – None

D. CITY COUNCIL AND SUCCESSOR AGENCY CONSENT CALENDAR

A motion was made by Council Member Argudo, seconded by Mayor Pro Tem Munoz, to approve Consent Calendar Items D-1 through D-8. The motion carried by the following roll call vote:

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

D-1 CONSIDERATION OF RESOLUTIONS APPROVING WARRANT REGISTER NO. 1517

Action taken: The City Council and Successor Agency adopted Resolution No. 21-5659 approving Warrant Register No. 1517.

D-2 PRESENTATION OF AUGUST 2021 REQUISITION SUMMARY REPORT

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

D-3 PRESENTATION OF AUGUST 2021 INVESTMENT REPORT

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

D-4 SECOND READING OF AN ORDINANCE AMENDING CHAPTER 4.12 OF TITLE 4 OF THE LA PUENTE MUNICIPAL CODE TO INCLUDE ENFORCEMENT OF MANDATORY RECYCLING OF ORGANIC WASTE

Action taken: The City Council adopted Ordinance No. 21-976, an Ordinance of the City of La Puente amending Chapter 4.12 (Include Enforcement of Mandatory Recycling of Organic Waste) of Title 4 (Health and Sanitation) of the La Puente Municipal Code to include enforcement of mandatory recycling of organic waste that effective January 1, 2022.

D-5 SECOND READING OF AN ORDINANCE AMENDING CHAPTER 2.20 OF TITLE 2 OF THE LA PUENTE MUNICIPAL CODE TO INCLUDE PROCUREMENT REQUIREMENTS OF RECOVERED ORGANIC WASTE PRODUCTS

Action taken: The City Council adopted Ordinance No 21-977, an Ordinance of the City of La Puente amending Chapter 2.20 of Title 2 (Administration) of the La Puente Municipal Code to include procurement requirements of recovered organic waste products.

D-6 CONSIDERATION OF A RESOLUTION ADOPTING THE 2021 EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

Action taken: The City Council adopted Resolution No. 21-5660 adopting the 2021 Edition of the Standard Specifications for Public Works Construction.

D-7 CONSIDERATION OF AMENDMENT NO. 2 TO THE FACILITIES USE AGREEMENT BETWEEN THE CITY OF LA PUENTE AND ST. JOSEPH SCHOOL

Action taken: The City Council: (1) approved Amendment No. 2 to the Facilities Use Agreement between the City of La Puente and St. Joseph School; and (2) authorized the City Manager to execute the Amendment on behalf of the City.

D-8 CONSIDERATION OF A STREET USE AGREEMENT BETWEEN THE CITY OF LA PUENTE AND STUDENTS RUN LA FOR A 5K/10K STRENGTH TRAINING RUN

Action taken: The City Council: (1) approved the Street Use Agreement between the City of La Puente and Students Run LA for a 5K/10K Strength Training Run; and (2) authorized the City Manager to execute the Agreement on behalf of the City.

E. NEW BUSINESS TO BE CONSIDERED BY THE CITY COUNCIL

E-1 PRESENTATION OF AUGUST 2021 BUDGET REPORTS

Principal Accountant Merkel-Medina provided a budget report for the month of August 2021.

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

E-2 DISCUSSION AND DIRECTION REGARDING PROCEDURES FOR REQUIRING PERMIT PARKING

Mayor Klinakis stated he needed additional information regarding this item and requested that Staff bring it back at the next City Council meeting.

AD HOC COMMITTEE REPORTS

Code Enforcement: Nothing to report.

La Puente Park Master Plan and Youth Program Oversight: Mayor Pro Tem Munoz reported that she met with Director of Community Services Lerma, Director of Administrative Service Grunklee, and City Manager Lindsey to review future park enhancements and pending park projects. She further reported they met with Father Mike from St. Louis of France to discuss outreach efforts and joint use projects.

Comprehensive Fee Schedule: Nothing to report.

Park Ordinance Oversight: Mayor Klinakis reported that the Park Ordinance Oversight ad hoc committee met to discuss park rules.

Public Health: Nothing to report.

Business Outreach and Reopening: Council Member Quinones reported that he spoke with Staff and shared that they have been personally reaching out to local businesses to inform them of City resources and business grants available.

Project LEAD: Council Member Quinones reported that the ad hoc committee is looking to expand the program to include La Puente High School students.

Community Safety and Welfare: Council Member Quinones reported that homelessness is a growing issue in the City which led to the creation of another ad hoc committee to address it more closely.

Homeless: Council Member Quinones reported that he met with Staff and Sheriff deputies who are assigned to this committee to further develop the program and implement plans to address homelessness.

Council Member Argudo expressed his concern regarding the potential for overlap between the newly formed Homeless ad hoc committee and the Community Safety and Welfare. He requested that the City Attorney's office review the matter and suggested proceeding with caution. Mayor Klinakis also requested that the City Attorney's office report their findings to City Manager Lindsey.

AB 1234 REPORTS

Council Member Argudo reported that he could not attend California Contract Cities Association meeting due to testing positive for COVID-19.

ORAL COMMENTS FROM COUNCIL

Mayor Klinakis addressed concerns regarding the installation of cameras within the community. He stated that the cameras are license plate readers which are not meant to video tape surrounding areas. Lastly, he commended Staff for their work and development of the Tiny Tot program.

Council Member Argudo informed residents and the City Council that the City works with a low income spay and neuter program called H.E.A.R.T and suggested expanding the space for the Tiny Tot program.

Mayor Pro Tem Munoz announced that St. Louis of France Church would be hosting a vaccination clinic on Sunday, October 17, 2021, from 8:30 a.m. to 2:00 p.m. She further stated that this event would also be in partnership with Hilda Solis' office to provide outreach to the community. She mentioned that there would be resources available, as well as free food and entertainment.

ORAL COMMENTS FROM STAFF

Director of Development Services Di Mario confirmed the H.E.A.R.T program does offer spay and neuter services, as well as surgeries. He further announced the completion of the Arbolita Senior Apartments and mentioned their interest in hosting a grand opening event. He notified City Council and residents that the grind and overlay project is underway. He further requested that residents be patient with the City as they conduct repairs and improvements of 35 residential streets. Lastly, he announced that construction for the new park service road has begun.

Director of Community Services Lerma stated that the Rivers and Mountains Conservancy grant is administering the Proposition 68 funds and clarified that the funding received has already been allocated. She also reported that there was progress in the planning for the November 6th Dia De Los Muertos event.

ADJOURNMENT

There being no further business before the City Council, Mayor Klinakis adjourned the meeting at 8:28 p.m.

Approved this 12th day of October 2021.

Sheryl Garcia
City Clerk

Charlie Klinakis
Mayor/Chair

RESOLUTION NO. 21-5661

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF LA PUENTE ALLOWING CERTAIN CLAIMS AND
DEMANDS IN THE AMOUNT \$958,679.69 (WARRANT
REGISTER 1518)**

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 6239 through 6333 ACH(s) numbered 283 through 287, and Draft numbered 01383 through 01397 except for voided warrant 6258 have been audited as required by law and the same are hereby allowed in the amounts hereinafter set forth on the attached check registers.

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

Sheryl Garcia, City Clerk

PASSED, APPROVED AND ADOPTED this 12th day of October 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 9/20/2021 - 10/1/2021

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Payment Amount Item Amount
283	9/24/2021 INV0006271	TELABR HAZMAT TRAINING REIM-TELLEZ	ABRAHAM TELLEZ	134.45 134.45
284	9/24/2021 5610278166 5620037279	SIEIND 08/21 TS MTCE 08/21 TS CALL OUTS	SIEMENS INDUSTRY INC.	1,735.46 1,560.50 174.96
285	10/1/2021 IN550474	ALTALANG 09/14 SPANISH REMOTE INTERPRETATION	ALTA LANGUAGE SERVICES, INC.	926.25 926.25
286	10/1/2021 INV0006280	LINBOB BOOT REIM	ROBERT CRAIG LINDSEY	178.19 178.19
287	10/1/2021 66885 66886 66952 66954 66955	TANKO 08/21 ST LIGHT POLES FOR SPARE 08/21 REPLACE OVERHEAD WIRE-INYO 09/21 MTCE SVC 08/21 REPLACE OVERHEAD WIRE-INYO 09/21 REPAIR BROKEN SPLICE-DORA GUZMAN	TANKO LIGHTING	15,129.74 9,512.74 682.00 1,620.00 2,201.00 1,114.00
6239	9/24/2021 1FV9-Q7GD-PVDD 1LQL-FNW1-74CJ 1PPQ-319P-46MM 1QMQ-DFF4-X4D 1Y96-63V1-734Y 1Y96-63V1-RQGK	AMABUS CABLE CHANNEL EQUIPMENT FOUNDATION-CASH DRAWER SETUP LAPTOPS (5) BANK DEPOSIT BAGS NETWORK EQUIPMENT STANDUP DESK-DUNLAP	AMAZON CAPITAL SERVICES INC	7,125.43 927.24 592.97 4,944.50 112.93 163.89 383.90
6240	9/24/2021 RI64032	AMEIND 09/13-10/12 LP PARK FENCE RENTAL	AMERICAN INDUSTRY FENCE	405.00 405.00
6241	9/24/2021 21-00766	AMERI 08/21 MONTHLY SVC FEE	AMERINATIONAL	547.35 547.35
6242	9/24/2021 000016999326 000016999327 000017046830 000017046831	ATT 08/06-09/05 PHONE-CH 911 LN 08/06-09/05 PHONE-MTCE 911 LN 08/13-09/12 PHONE-CC/YLAC FAX LINE 08/13-09/12 PHONE-LP PARK SNACK BAR	AT&T	111.20 21.74 21.74 45.13 22.59
6243	9/24/2021 TC21-565	ATHAPP CHEER-CAMP WEAR PACKAGE	ATHLETIX APPAREL	3,075.10 3,075.10
6244	9/24/2021 0010834 0010834	B2PRIN BUSINESS CARDS-CARDONA,TORRES,LOPEZ BUSINESS CARDS-CASTANEDA	B2 PRINT	160.00 120.00 40.00
6245	9/24/2021 INV0006261	CARSR PRE EMPLOYMENT REIMB-SERVIN	CARLOS SERVIN	37.00 37.00
6246	9/24/2021 73728496	CBEEQU 09/21 CH COPIER LEASE	CELL BUSINESS EQUIPMENT	435.02 435.02
6247	9/24/2021 INV0006260	CHRSOO PRE EMPLOYMENT REIMB-SOO	CHRISTINE SOO	37.00 37.00

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Payment Dates: 9/20/2021 - 10/1/2021

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Payment Amount Item Amount
6248	9/24/2021 00026509	COMWEA TITLE REPORT - CITY BILLBOARDS HAC/GLEDORA	COMMONWEALTH	5,250.00 5,250.00
6249	9/24/2021 19241 19242 19243	DAROLI 08/21 LEGAL SVC-CODE ENF 08/21 LEGAL SVC-CODE ENF 08/21 LEGAL SVC-CODE ENF	DAPEER, ROSENBLIT & LITVAK, LLP	2,861.29 175.00 477.43 2,208.86
6250	9/24/2021 LPJAAF/CHEER-35	EZEMBR CHEER-BACKPACKS & SWEATSHIRTS	EZ EMBROIDERY	6,843.00 6,843.00
6251	9/24/2021 107186 107226	FFI SOFTBALL-COACHES FINGERPRINTING SOFTBALL COACHES FINGERPRINTING	FEDERAL FINGERPRINTING INC	1,100.00 600.00 500.00
6252	9/24/2021 INV0006276	FRAEXO 2021-08 BUSINESS GRANT	FRANCISCO'S EXOTIC DECO INC.	5,000.00 5,000.00
6253	9/24/2021 INV0006253 INV0006266	VERIC 09/07-10/06 PHONE-SR CTR ALARM 09/16-10/15 PHONE-MAIN NO	FRONTIER COMMUNICATIONS	168.91 113.15 55.76
6254	9/24/2021 299643 299643A	GORM LP PARK JANITORIAL SUPPLIES LP PARK JANITORIAL SUPPLIES	GORM INC	2,043.34 1,582.90 460.44
6255	9/24/2021 INV0006275	J&A 2021-09 BUSINESS GRANT	J & A FORMAL WEAR	5,000.00 5,000.00
6256	9/24/2021 111141	JCLBAR LP SPORTS COMPLEX SIGNAGE	JCL TRAFFIC	296.57 296.57
6257	9/24/2021 INV0006270	JOSREY 09/08-20 SHOPPING CART MILEAGE REIM-REYES	JOSE REYES	266.00 266.00
6259	9/24/2021 INV0006272	RODJUL 10/21 PHOTO SVC-TINY TOT PROG	JULIE RODRIGUEZ	100.00 100.00
6260	9/24/2021 INV0006277	KOI 2021-07 BUSINESS GRANT	KOI THAI CUISINE LLC	5,000.00 5,000.00
6261	9/24/2021 DI220000005	LACRDD FY 21/22 CIMP IMPLEMENTATION	LA CO DEPT PUBLIC WORKS	17,547.00 17,547.00
6262	9/24/2021 IN0344498	LACFD MTCE YARD-HAZARDOUS MTRL/AR0012633	LA CO FIRE DEPT	924.00 924.00
6263	9/24/2021 INV0006273	MUNCH 2021-16 BUSINESS GRANT	MUNCHIES WATER & JUICE	5,000.00 5,000.00
6264	9/24/2021 6267027	NATCON 09/05-10/02 LP PARK TEMP FENCING	NATIONAL CONSTRUCTION RENTALS	59.28 59.28
6265	9/24/2021 16301 16302 16303 16304 16305 16306 16307 16308 16309 16310 16311	OMLO 08/21 LEGAL-PARKS AND RECREATION 08/21 LEGAL-CITY COUNCIL 08/21 LEGAL-CODE ENFORCEMENT 08/21 LEGAL-HUMAN RESOURCES 08/21 LEGAL-GENERAL 08/21 LEGAL-PUBLIC WORKS 08/21 LEGAL-FINANCE 08/21 LEGAL-COMMUNITY FOUNDATION 08/21 LEGAL-CITY MANAGER 08/21 LEGAL-ADMINISTRATION 08/21 LEGAL-CITY CLERK	OLIVAREZ MADRUGA LEMIEUX O'NEILL, LLP	38,008.00 2,196.00 12,987.00 1,518.00 218.00 3,198.00 920.00 980.00 160.00 3,746.00 1,950.00 7,257.00

Check Register Report

Payment Dates: 9/20/2021 - 10/1/2021

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Payment Amount Item Amount
	16312	08/21 LEGAL-LEWIS VS CITY OF LP		2,878.00
6266	9/24/2021 2147-01-0721	RRMDES LP HOUSING ELEMENT UPDATE 6TH CYCLE	RRM DESIGN	11,219.25 11,219.25
6267	9/24/2021 INV0006254	OSORUB PRE EMPLOYMENT EXAM REIM-OSORIO	RUBEN OSORIO	37.00 37.00
6268	9/24/2021 INV0006264 INV0006267 INV0006268 INV0006269	SGVWC 08/06-09/07 WTR-935 IRRIG PUENTE 08/11-09/10 WTR-715 IRRIG PUENTE 08/11-09/10 WTR-545 IRRIG PUENTE 08/11-09/10 WTR-13760 IRRIG PUENTE	S.G.V. WATER CO	1,210.37 234.88 309.49 326.00 340.00
6269	9/24/2021 FY22-VMT-LP	SGVGOV VMT ANALYSIS MODEL	SAN GABRIEL VALLEY - COG	500.00 500.00
6270	9/24/2021 LAPUENTE0821 LAPUENTE0821 LAPUENTE0821 LAPUENTE0821	SGTRA 08/21 DIAL A RIDE 08/21 DIAL A RIDE FARE 08/21 LP LINK FARE 08/21 LP LINK SVC	SOUTHLAND TRANSIT INC	42,745.70 5,671.50 -20.50 -2,141.00 39,235.70
6271	9/24/2021 39952	SPOSPE LIGHT POLE PADS (2) - LA PUENTE PARK FOOTBALL FIEL	SPORTSFIELD SPECIALTIES	2,017.00 2,017.00
6272	9/24/2021 1474	STIAN 08/21 ANIMAL DISPOSAL SVC	STILES ANIMAL REMOVAL, INC.	200.00 200.00
6273	9/24/2021 180061410002	SOSUBW 08/06-09/07 WTR-HACIENDA/MAPLEGROVE	SUBURBAN WATER SYSTEMS	213.11 213.11
6274	9/24/2021 INV0006262 INV0006263	GASCO 08/04-09/02 GAS-CITY HALL 08/04-09/02 GAS-PARK SVCS	THE GAS COMPANY	704.80 690.50 14.30
6275	9/24/2021 INV0006274	MEXEX 2021-32 BUSINESS GRANT	THE MEX EXPRESS	5,000.00 5,000.00
6276	9/24/2021 0029105091421	TIMEWA 09/14-10/13 SC CABLE/INTERNET SVC	TIME WARNER CABLE	100.80 100.80
6277	9/24/2021 INV0006278	SUBTJ 2021-15 BUSINESS GRANT	TJ'S SUBMARINES LLC	5,000.00 5,000.00
6278	9/24/2021 112711 112765	TERLAC SAND FOR NEW GRASS SAND FOR NEW GRASS	TLC MATERIALS	1,378.30 682.32 695.98
6279	9/24/2021 138502055	ULINE BLACK TRASH CANS - LP PARK (13)	ULINE	745.15 745.15
6280	9/24/2021 0004548101	VINCEN 08/21 CNG FUEL	VINCENT'S GENERAL SERVICES	719.27 719.27
6281	9/24/2021 INV0006257 INV0006258	VOLDEF 04/21 ANIMAL SHELTER SVC 08/21 ANIMAL SHELTER SVC	VOLUNTEERS IN DEFENSE OF ANIMALS	5,929.00 2,169.00 3,760.00
6282	9/24/2021 00224658 003-34730 003-35224 003-35234 003-35240	WILENG 05/21 CODE ENF AUDIT 05/21TRACT #77076 SIERRA VISTA 08/21 GRIND/OVERLAY MAPS 08/21 ENGINEERING PERMITS 08/21 CMS GRIND/OVERLAY	WILLDAN ENGINEERING	28,604.60 5,460.00 360.00 410.00 14,266.20 4,054.20

Check Register Report

Payment Dates: 9/20/2021 - 10/1/2021

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Payment Amount Item Amount
	003-35240	08/21 CMS GRIND/OVERLAY		4,054.20
6283	9/27/2021 INV0006255 INV0006256 INV0006256 INV0006259 INV0006259	LAPUJ JR ALL AMERICAN FOOTBALL OF LA PUENTE FOOTBALL-GATOR MASKS FOOTBALL CONFERENCES & STAFF BADGES FOOTBALL CONFERENCES & STAFF BADGES CHEER-REGISTRATION AND BADGES CHEER-REGISTRATION AND BADGES		7,197.00 1,932.00 307.00 1,708.00 1,250.00 2,000.00
6284	10/1/2021 INV0006288	STADIS CALIFORNIA STATE DISBURSEMENT UNIT CHILD SUPPORT		453.91 453.91
6285	10/1/2021 INV0006295	NATRS NATIONWIDE RETIREMENT Employee Contribution		120.00 120.00
6286	10/1/2021 INV0006287 INV0006293 INV0006300	RELIAN RELIANCE STANDARD LIFE INS. LIFE INSURANCE LTD INSURANCE STD INSURANCE		2,644.62 628.00 1,087.25 929.37
6287	10/1/2021 INV0006289 INV0006290	FTB STATE OF CALIFORNIA FRANCHISE TAX BOARD PR WITHHOLDING ORDER PR WITHHOLDING ORDER		363.47 100.00 263.47
6288	10/1/2021 INV0006299	USBANK U.S BANK PARS ACCT# 6746022400 PARS RETIREMENT		4,845.45 4,845.45
6289	10/1/2021 49145	ACOGRO ACOSTA GROWERS, INC. SCHRUBS-LP PARK		628.43 628.43
6290	10/1/2021 10644	AMERLE AMERICAN LEGAL 2021 S-19 FOLIO/INTERNET SUPP		119.47 119.47
6291	10/1/2021 INV0006318	ANGEL ANGEL'S MARKET 2021-18 BUSINESS GRANT		5,000.00 5,000.00
6292	10/1/2021 INV0006281	AZ DESIGN AZ DESIGN UNIFORM-T SHIRT		359.35 359.35
6293	10/1/2021 0010887	B2PRIN B2 PRINT BUSINESS CARDS-GALOUSTIAN		44.50 44.50
6294	10/1/2021 002409	BRATOW BRAVO'S TOWING RELOCATE PARK CONTAINER		525.00 525.00
6295	10/1/2021 4096105332	CINTA CINTAS CORPORATION #693 09/21 SC MAT RENTAL		81.67 81.67
6296	10/1/2021 INV0006311 INV0006312 INV0006313 INV0006314 INV0006315 INV0006316 INV0006323	EDISON EDISON CO 08/26-09/26 ELEC-15612 TEMPLE 08/06-09/16 ELEC-VARIOUS 08/18-09/16 PHONE-14746 TEMPLE 08/26-09/26 PHONE-14416 AMAR 08/18-09/16 ELEC-16159 TEMPLE 08/06-09/20 ELEC-13798 TEMPLE 08/26-09/26 ELEC-YLAC		11,464.98 4,257.01 335.55 15.39 50.58 15.11 63.39 6,727.95
6297	10/1/2021 INV0006317	EMELY EMELY'S INSURANCE SERVICES INC. 2021-10 BUSINESS GRANT		5,000.00 5,000.00
6298	10/1/2021 CD2206003888	EXPERI EXPERIAN 09/21 CREDIT REPORT SVC		27.00 27.00

Check Register Report

Payment Dates: 9/20/2021 - 10/1/2021

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Payment Amount Item Amount
6299	10/1/2021 7-510-76804	FEDEXP POSTAGE-DATA TICKET	FEDERAL EXPRESS CORP	35.93 35.93
6300	10/1/2021 019204591 019249464	GALLS CE-UNIFORMS CE-UNIFORMS	GALLS	307.71 233.29 74.42
6301	10/1/2021 INV0006320	GARDFL 2021-27 BUSINESS GRANT	GARDENIAS FLOWER SHOP	5,000.00 5,000.00
6302	10/1/2021 9062492138	GRAING (6) SHADE TARPS - LA PUENTE PARK	GRAINGER	2,043.24 2,043.24
6303	10/1/2021 2474 2475 2501	HACLWN MTCE-TOOLS MTCE-TOOLS MTCE-TOOLS	HACIENDA LAWNMOWER SHOP	183.64 72.77 22.93 87.94
6304	10/1/2021 29591	HACOUT MTCE-UNIFORMS	HACIENDA OUTLET	102.27 102.27
6305	10/1/2021 604470339	HILLYARD GYM CLEANING SUPPLIES	HILLYARD/LOS ANGELES	417.47 417.47
6306	10/1/2021 SIN011778	HDLASS AUDIT SVCS	HINDERLITER DE LLAMAS & ASSOCIATES	848.13 848.13
6307	10/1/2021 60276	INHOFA HOSE-TRACTOR REPAIR	INDUSTRY HOSES & FASTNERS	65.32 65.32
6308	10/1/2021 159299	GONSALV 10/21 LEGISLATIVE SVC	JOE A. GONSALVES & SON	2,500.00 2,500.00
6309	10/1/2021 INV0006322	KENCHI 2021-30 BUSINESS GRANT	KENTUCKY CHICKEN OF LP	5,000.00 5,000.00
6310	10/1/2021 INV0006279 INV0006279	LACANL 08/21 ANIMAL HOUSING 08/21 ANIMAL LICENSE FEE	LA CO ANIMAL CARE AND CONTROL	493.02 543.02 -50.00
6311	10/1/2021 220385VC	LACSHF 07/21 IDT-CRIME SUPPRESSION	LA CO SHERIFF'S DEPT	6,688.55 6,688.55
6312	10/1/2021 14614	MANCIL BLDG PERMIT FORMS	MANCILLA'S QUALITY PRINTING	226.60 226.60
6313	10/1/2021 52493218 52497270 52513682	PRUDOV 07/14 CH MAT RENTAL 07/28 CH MAT RENTAL 09/22 CH MAT RENTAL	PRUDENTIAL OVERALL SUPPLY	220.68 73.56 73.56 73.56
6314	10/1/2021 1013378	QUINMO FUEL	QUINTIN'S MOBIL	68.00 68.00
6315	10/1/2021 6014756	REGION 08/21 EZ/FOOTHILL MONTHLY PASS	REGIONAL TAP SERVICE CENTER	1,193.20 1,193.20
6316	10/1/2021 INV0006282	ROROD CLASS REFUND-RODRIGUEZ	ROCIO RODRIGUEZ	150.00 150.00
6317	10/1/2021 INV0006283	RSJCON C&D DEPOSIT REFUND-RSJR	RSJR CONSTRUCTION	880.00 880.00
6318	10/1/2021 INV0006321	SABOR 2021-24 BUSINESS GRANT	SABOR DE MEXICO RESTAURANT	5,000.00 5,000.00

Check Register Report

Payment Dates: 9/20/2021 - 10/1/2021

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Payment Amount Item Amount
6319	10/1/2021 0011489367 0011489369	SGVT AD-ORD 21-976 AD-ORD 21-976	SAN GABRIEL VLY NEWSPAPER	724.00 350.00 374.00
6320	10/1/2021 INV0006284	PADSHA PRE EMPLOYMENT EXAM REIM-PADILLA	SHADY PADILLA	35.00 35.00
6321	10/1/2021 10303595 090921	DANON 09/21 CH WATER SVC	SPARKLETTS	215.23 215.23
6322	10/1/2021 2900557101 2906948371 2907002821 2908966241 2914642091 2915261691 2918892761 2918892761	STAPLE FOOTREST/FOLDERS/STAND OFFICE SUPPLIES DRY ERASE KIT OFFICE SUPPLIES FOLDING STEP STOOL TAPE/PAPER CLIPS CASH BOX-FOUNDATION OFFICE SUPPLIES	STAPLES CREDIT PLAN	542.21 109.41 232.23 22.33 35.24 9.08 50.35 20.89 62.68
6323	10/1/2021 180012423419 180012423761 180012423774 180022131898 180031885533 180051575764 180051575768 180080982530	SOSUBW 08/20-09/21 WTR-HACIENDA/NELSON 08/20-09/21 WTR-14746 TEMPLE 08/20-09/21 WTR-15250 TEMPLE 08/20-09/21 WTR-HACIENDA/TEMPLE 08/20-09/21 WTR-AMAR/AILERON 08/20-09/21 WTR-AMAR/HACIENDA 08/20-09/21 WTR-ELLIOTT 08/20-09/21 WTR-16159 TEMPLE	SUBURBAN WATER SYSTEMS	2,439.29 123.59 64.05 197.85 1,059.94 180.57 106.31 494.40 212.58
6324	10/1/2021 117304276-0001 117554181-0001 117663654-0001 117876479-0001	SUNBELT EQUIPMENT RENTAL CONCRETE MIXER RENTAL CONCRETE MIXER RENTAL CONCRETE MIXER RENTAL	SUNBELT RENTALS, INC.	3,070.18 1,855.54 328.23 558.18 328.23
6325	10/1/2021 INVP500583982	TARGET HERBICIDE	TARGET SPECIALTY PRODUCTS	2,037.75 2,037.75
6326	10/1/2021 412138248 412138889	TERMI 09/14 YLAC PEST CONTROL 09/14 CC PEST CONTROL	TERMINIX PROCESSING CENTER	103.00 53.00 50.00
6327	10/1/2021 INV0006319	FABSHOP 2021-14 BUSINESS GRANT	THE FABRIC SHOP	5,000.00 5,000.00
6328	10/1/2021 INV0006308 INV0006309 INV0006309 INV0006310	TMOBILE 08/21-09/20 PHONE-MTCE WIRELESS 08/21-09/20 PHONE-PUBLIC SAFETY WIRELESS 08/21-09/20 PHONE-PUBLIC SAFETY WIRELESS 08/21-09/20 PHONE-CE WIRELESS	T-MOBILE	1,184.97 724.25 197.05 28.15 235.52
6329	10/1/2021 025-336821 025-337648	INCODE BUSINESS LICENSE UPGRADE BUSINESS LICENSE UPGRADE	TYLER TECHNOLOGIES, INC.	562.50 500.00 62.50
6330	10/1/2021 175630	WESCO 07/16-31 PKWY TREE MTCE	WEST COAST ARBORISTS INC	5,656.60 5,656.60
6331	10/1/2021 74201023	WEXBANK 09/21 FUEL-DIESEL MTCE	WEX BANK	597.46 597.46
6332	10/1/2021 003-35223	WILENG 08/21 PARK SEWER IMPRO-CM SVC	WILLDAN ENGINEERING	8,530.00 180.00

Check Register Report

Payment Dates: 9/20/2021 - 10/1/2021

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Payment Amount Item Amount
	003-35225	08/21 CONCRETE REPAIRS		5,520.00
	003-35226	08/21 UNRUH WALL DESIGN-AMAR/FLYNN		2,650.00
	003-35228	08/21 SEWER SYSTEM MGNT PLAN		180.00
6333	10/1/2021	SGVT	SAN GABRIEL VLY NEWSPAPER	736.00
	0011466244	AD-ORD #973		356.00
	0011466246	AD-ORD #974		380.00
DFT0001383	10/1/2021	WEXBANK	WEX BANK	5,146.41
	74207362	09/21 FUEL PURCHASE		5,146.41
DFT0001384	10/1/2021	BANK	US BANK	489,215.93
	1822357	2020 SERIES A BOND INT/PRIN PYMT		-14,352.12
	1822357	2020 SERIES A BOND INTEREST		129,895.05
	1822357	2020 SERIES A BOND PRIN PYMT		373,673.00
DFT0001385	10/1/2021	AFLAC	AFLAC	120.53
	INV0006285	EMPLOYEE LIFE ASSURANCE		120.53
DFT0001386	10/1/2021	AFLAC	AFLAC	127.21
	INV0006286	EMPLOYEE INSURANCE		127.21
DFT0001387	10/1/2021	ICMARC	VANTAGEPOINT TRANSFER AGENTS-457	30.16
	INV0006291	EMPLOYEE LOAN REPYMT		30.16
DFT0001388	10/1/2021	ICMARC	VANTAGEPOINT TRANSFER AGENTS-457	2,100.00
	INV0006292	EMPLOYEE CONTRIBUTIONS		2,100.00
DFT0001389	10/1/2021	CPERS-HEALTH	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM	63,467.94
	INV0006294	HEALTH INSURANCE		63,467.94
DFT0001390	10/1/2021	PERSYS-RETIRE	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM	12,258.83
	INV0006296	EMPLOYER CONTRIBUTION		12,258.83
DFT0001391	10/1/2021	PERSYS-RETIRE	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM	8,951.22
	INV0006297	PERS- NEW EMPLY CONTRB		8,951.22
DFT0001392	10/1/2021	PERSYS-RETIRE	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM	40.20
	INV0006298	EMPLOYEE PORTION		40.20
DFT0001393	10/1/2021	PERSYS-RETIRE	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM	44.00
	INV0006301	SURVIVORS LIFE INSURANCE		44.00
DFT0001394	10/1/2021	EMPLOY	EMPLOYMENT DEVELOPMENT DEPT	5,368.84
	INV0006304	STATE INCOME TAX		5,368.84
DFT0001395	10/1/2021	IRSPR	IRS PAYROLL TAX DEPOSIT	16,225.79
	INV0006305	FEDERAL WITHHOLDING		16,225.79
DFT0001396	10/1/2021	IRSPR	IRS PAYROLL TAX DEPOSIT	5,794.58
	INV0006306	MEDICARE TAX		5,794.58
DFT0001397	10/1/2021	CPERS-HEALTH	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM	16,226.32
	INV0006307	10/21 CalPers Admin Fee		198.78
	INV0006307	10/21 RETIREES HEALTH INSURANCE		16,027.54
Grand Total:				958,679.69

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL FUND	226,661.42
200 - GAS TAX FUND	18,079.15
202 - RMRA (SB 1)	522.19
203 - MEASURE M FUND	11,388.69
205 - MEASURE R FUND	2,994.80
210 - PROP A FUND	47,616.23
215 - PROP C FUND	1,581.67
260 - CDBG PROGRAM FUND	8,621.91
263 - AMERICAN RESCUE PLAN ACT FUND	87,020.33
275 - PEG ACCESS FUND	927.24
284 - MEASURE W	17,547.00
285 - LIGHTING & LANDSCAPE MAINTENANCE	23,438.41
300 - CITYWIDE DEBT SERVICE	489,215.93
405 - 2019A CAPITAL PROJECT FUND	4,464.20
410 - 2019B CAPITAL PROJECT FUND	4,054.20
500 - SEWER CONSTRUCTION/MAINTENANCE FUND	180.00
550 - EQUIPMENT REPLACEMENT FUND	6,263.86
555 - VEHICLE MAINTENANCE & REPLACEMENT FUND	6,862.46
600 - SPECIAL DEPOSIT FUND	1,240.00
Grand Total:	958,679.69

Account Summary

Account Number	Account Name	Payment Amount
100-1100-53111	Contract Services - Private	2,500.00
100-1110-53011	Operating Supplies	120.00
100-1110-53114	Legal Services - General	38,008.00
100-1120-53011	Operating Supplies	383.90
100-1120-53111	Contract Services - Private	926.25
100-1120-53411	Printing & Publishing	1,460.00
100-1120-53412	Municipal Code Publishing	119.47
100-1130-53011	Operating Supplies	112.93
100-1130-53111	Contract Services - Private	848.13
100-1135-51314	Health Insurance	16,226.32
100-1135-53011	Operating Supplies	118.49
100-1135-53406	Recruitment Expenses	146.00
100-1150-53011	Operating Supplies	618.06
100-1150-53211	Postage & Mailing Services	35.93
100-1150-53711	Utility - Gas	690.50
100-1150-53715	Utility - Communications	77.50
100-1150-53813	Facility Maintenance	220.68
100-1150-53911	Equipment Lease/Rental	435.02
100-20300	FIT Payable	15,887.18
100-20310	SIT Payable	3,960.22
100-20320	Life Ins Payable	457.79
100-20330	LTD Payable	1,431.49
100-20340	PARS	2,921.42
100-20350	Group Insurance	30.36
100-20360	PERS	8,522.90
100-20399	Other Payroll Deductions	50,589.24
100-2100-53113	Contract Services - Special...	6,688.55
100-2100-53715	Utility - Communications	197.05
100-2110-53011	Operating Supplies	40.00
100-2110-53015	Uniform/Boot Reimburse...	307.71
100-2110-53111	Contract Services - Private	5,460.00
100-2110-53114	Legal Services	2,861.29
100-2110-53715	Utility - Communications	263.67
100-2130-53011	Operating Supplies	44.50

Account Summary

Account Number	Account Name	Payment Amount
100-2130-53111	Contract Services - Private	6,129.00
100-2130-53112	Contract Services - Public	543.02
100-3100-53012	Small Tools & Equipment	183.64
100-3100-53715	Utility - Communications	724.25
100-3110-53120	Engineering Permits	14,266.20
100-3300-53111	Contract Services - Private	16,469.25
100-3300-53972	Conferences & Meetings	134.45
100-3310-53011	Operating Supplies	226.60
100-3320-53111	Contract Services - Private	574.35
100-3330-53011	Operating Supplies	2,043.34
100-3330-53015	Uniform/Boot Reimburse...	639.81
100-3330-53813	Facility Maintenance	924.00
100-3330-53814	Landscape Maintenance	2,037.75
100-3330-53822	Park Maintenance & Repa...	9,789.85
100-4100-53011	Operating Supplies	20.89
100-4100-53111	Contract Services - Private	100.00
100-4110-53012	Small Tools & Equipment	417.47
100-4110-53712	Utility - Electricity	6,727.95
100-4110-53715	Utility - Communications	45.13
100-4130-53012	Small Tools & Equipment	81.67
100-4130-53715	Utility - Communications	213.95
100-42140	Animal License Fees	-50.00
100-47260	Recreation Programs	150.00
100-5596-59300	Construction Costs	1,378.30
100-5596-59600	Other Services	180.00
200-20300	FIT Payable	1,123.93
200-20310	SIT Payable	259.79
200-20320	Life Ins Payable	28.13
200-20330	LTD Payable	112.84
200-20340	PARS	261.92
200-20350	Group Insurance	1.79
200-20360	PERS	741.21
200-20399	Other Payroll Deductions	3,314.69
200-3120-53111	Contract Services - Private	500.00
200-3120-53713	Utility - Hwy Lights	480.02
200-3120-53714	Utility - Water	3,862.77
200-3120-53815	Parkway Tree Maintenan...	5,656.60
200-3120-53819	Signal Maintenance	1,735.46
202-20300	FIT Payable	120.49
202-20310	SIT Payable	37.27
202-20320	Life Ins Payable	1.56
202-20330	LTD Payable	13.33
202-20350	Group Insurance	0.10
202-20360	PERS	64.59
202-20399	Other Payroll Deductions	284.85
203-20300	FIT Payable	493.47
203-20310	SIT Payable	123.37
203-20320	Life Ins Payable	16.13
203-20330	LTD Payable	64.75
203-20340	PARS	78.95
203-20350	Group Insurance	1.06
203-20360	PERS	422.30
203-20399	Other Payroll Deductions	2,018.66
203-5590-59210	Design Engineering	5,520.00
203-5601-59210	Design Engineering	2,650.00
205-20300	FIT Payable	444.51
205-20310	SIT Payable	113.33
205-20320	Life Ins Payable	14.57

Account Summary

Account Number	Account Name	Payment Amount
205-20330	LTD Payable	59.42
205-20340	PARS	130.24
205-20350	Group Insurance	0.95
205-20360	PERS	377.84
205-20399	Other Payroll Deductions	1,853.94
210-20300	FIT Payable	436.49
210-20310	SIT Payable	113.93
210-20320	Life Ins Payable	17.90
210-20330	LTD Payable	63.78
210-20340	PARS	1.15
210-20350	Group Insurance	1.17
210-20360	PERS	449.50
210-20399	Other Payroll Deductions	2,593.41
210-3130-53915	Public Transit Subsidy	1,193.20
210-3130-53916	Dial-A-Ride Services	5,671.50
210-3130-53917	Fixed Route Shuttle	39,235.70
210-46100	Dial-A-Ride Fares	-20.50
210-46105	Shuttle Fares	-2,141.00
215-20300	FIT Payable	337.21
215-20310	SIT Payable	103.25
215-20320	Life Ins Payable	6.02
215-20330	LTD Payable	38.07
215-20340	PARS	1.15
215-20350	Group Insurance	0.39
215-20360	PERS	199.15
215-20399	Other Payroll Deductions	896.43
260-20300	FIT Payable	1,514.18
260-20310	SIT Payable	294.96
260-20320	Life Ins Payable	32.88
260-20330	LTD Payable	103.51
260-20340	PARS	655.20
260-20350	Group Insurance	4.57
260-20360	PERS	872.76
260-20399	Other Payroll Deductions	5,143.85
263-20300	FIT Payable	1,103.30
263-20310	SIT Payable	226.63
263-20320	Life Ins Payable	40.26
263-20330	LTD Payable	93.89
263-20340	PARS	569.42
263-20350	Group Insurance	2.71
263-20360	PERS	414.72
263-20399	Other Payroll Deductions	6,354.30
263-3320-53981	Grants & Loans - Commer...	60,000.00
263-3320-53993	Youth Activities Program	18,215.10
275-1125-53998	Furniture/Office Equipme...	927.24
284-3100-53111	Contract Services - Private	17,547.00
285-20300	FIT Payable	559.61
285-20310	SIT Payable	136.09
285-20320	Life Ins Payable	12.76
285-20330	LTD Payable	35.54
285-20340	PARS	346.00
285-20350	Group Insurance	0.90
285-20360	PERS	234.06
285-20399	Other Payroll Deductions	2,565.07
285-3330-53111	Contract Services - Private	15,129.74
285-3330-53711	Utility - Gas	14.30
285-3330-53712	Utility - Electricity	4,257.01
285-3330-53715	Utility - Communications	44.33

Account Summary

Account Number	Account Name	Payment Amount
285-3330-53813	Facility Maintenance	103.00
300-10120	Cash with Fiscal Agent	-14,352.12
300-1135-53989	Principal Payments	373,673.00
300-1135-53990	Interest Payments	129,895.05
405-5598-59300	Construction Costs	4,054.20
405-5598-59600	Other Services	410.00
410-5598-59300	Construction Costs	4,054.20
500-3210-53111	Contract Services - Private	180.00
550-6100-53017	Software & Licensing	562.50
550-6100-53018	Computer Hardware & Su...	5,701.36
555-3150-53014	Fuel	6,797.14
555-3150-53812	Vehicle Maintenance	65.32
600-20267	Deposit - 15921 Sierra Vis...	360.00
600-23280	Deposit - C & D	880.00
Grand Total:		958,679.69

Project Account Summary

Project Account Key	Payment Amount
None	871,672.60
100122E	60,000.00
100422E	3,947.00
100622E	1,100.00
101522E	13,168.10
30222E	574.35
69422E	7,753.36
69722E	464.28
Grand Total:	958,679.69



City of La Puente AGENDA REPORT

To: Mayor and City Council For meeting of: October 12, 2021

From: Bob Lindsey, City Manager

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

SUBJECT: CONSIDERATION OF A LICENSE AGREEMENT BETWEEN THE CITY OF LA PUENTE AND JESUS RODRIGUEZ FOR THE USE OF CITY PROPERTY LOCATED AT THE INTERSECTION OF VALLEY BOULEVARD AND OLD VALLEY BOULEVARD FOR HOLIDAY SALES

BACKGROUND

Last year, the City Council approved a License Agreement between the City and Jesus Rodriguez for property located at the southeast corner of Valley Boulevard and Old Valley Boulevard for seasonal holiday sales.

The City's property is adjacent to and surrounds the privately-owned parcel of land at this intersection. Mr. Rodriguez plans to utilize the private lot and portions of the City's property to sell Christmas trees from the day after Thanksgiving through Christmas day. Mr. Rodriguez has elected to not sale pumpkins for Halloween this year.

DISCUSSION

The attached License Agreement ("Agreement") has been prepared to allow Mr. Rodriguez use of the City's property for the seasonal holiday sales discussed above. The Agreement requires that Mr. Rodriguez provide the required types and amounts of insurance, indemnify the City, remove any existing trash, weeds, and debris on the property and repair any damage that might have occurred upon using the property. Also, the Agreement requires payment of \$1,893.70 for the use of the City's property. The term of the Agreement ends on December 31, 2021. The City will review and approve the site plan for the seasonal holiday sales before the set-up and installation of the temporary structures.

FISCAL IMPACT

Payment to the City of \$1,893.70 for consideration of use of the City's property, which is an increase of 5% or \$90.17 from the previous year.

RECOMMENDATION

It is recommended that the City Council: (1) approve the License Agreement with Jesus Rodriguez; and (2) authorize the City Manager to execute the License Agreement on behalf of the City.

ATTACHMENT

Attachment “A”: License Agreement

LICENSE AGREEMENT

This LICENSE AGREEMENT ("Agreement") is entered into this 12th day of October, 2021 ("Effective Date"), by and between Jesus Rodriguez, an individual ("Licensee") and the City of La Puente, a public body corporate and politic ("City"). Licensee and City are collectively referred to herein as "Parties" and individually as "Party."

RECITALS

WHEREAS, the City is the owner of that certain real property located generally at the southeast corner of Valley Boulevard and Old Valley Boulevard, in the City of La Puente, California (the "Property"). The Property more particularly described in Exhibit A, attached hereto and incorporated herein by reference; and

WHEREAS, Licensee desires to utilize the Property for the operation of a Christmas tree farm; and

WHEREAS, City desires to allow Licensee to utilize the Property for the aforesaid uses, in exchange for Licensee removing debris from the Property and weed abatement, and improving the overall aesthetics of the Property; and

WHEREAS, in order to utilize the Property, it is necessary for the City to grant Licensee a license to enter the Property.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth in this Agreement, the Parties do hereby agree as follows:

TERMS

1. Grant of License; No Leasehold or Property Rights Created. City hereby grants to Licensee a revocable license to use the Property for the sole purpose of operating a pumpkin patch and Christmas tree farm (the "Permitted Activity") undertaken in compliance with any and all requirements of the City's Municipal Code. This Agreement is not intended to, nor shall it be interpreted to create or vest in Licensee any leasehold or any other property rights or interests in the Property or any part thereof. Prior to any initial entry pursuant to the Agreement, Licensee shall, provide to City proof of insurance as set forth in Section 8 of this Agreement. Licensee shall not permit any other party, except the duly authorized representatives, agents, employees, and contractors (collectively "**Representatives**") of Licensee, to enter or use the Premises during the term of this License, without the City's prior written consent, and in all events the sole reason for entry and use of the Premises shall be for the performance of the Permitted Activity.

2. Payment. Licensee shall pay City, and City shall accept, One Thousand Eight Hundred Ninety-Three Dollars and seventy cents (\$1,893.70) ("License Payment") for the use of the Premises. License Payment shall be due upon execution of the Agreement by Licensee.

3. Term. This Agreement shall commence on the Effective Date and terminate on December 31, 2021. In the event Licensee is in default of any provision herein, City has the right to terminate this Agreement immediately upon written notice to Licensee. Upon termination of the Agreement, Licensee shall promptly vacate the Premises and comply with the provisions of Section 4 below. No termination or expiration of this License shall relieve Licensee of its obligations hereunder.

4. Maintenance of Premises. Licensee shall be responsible for performing Permitted Activity in a good and workmanlike manner. Upon termination of the License, Licensee shall repair any damage done to the Premises by Licensee or its duly authorized Representatives and shall restore the Premises to its condition as of the Effective Date of this Agreement.

5. Government Regulations and Other Obligations of Licensee. As a condition precedent to commencement of the Permitted Activity, if required, Licensee shall obtain at its sole cost and expense all governmental permits and authorizations of whatever nature required, if any by any and all governmental authorities having jurisdiction over the Property for Licensee's performance of the Permitted Activity. Licensee shall, in all activities undertaken pursuant to this Agreement, comply and cause its Representatives to comply with all federal, state, and local laws, statutes, orders, ordinances, rules, regulations, plans, policies and decrees.

6. Liens.

6.1 Licensee shall not cause or permit to be filed, recorded or enforced against the Property, or any part thereof, any mechanics', material men's, contractors' or subcontractors' liens arising from the Permitted Activity or any claim or action affecting the title to the Property arising from the Permitted Activity, and Licensee shall pay or cause to be paid, or otherwise removed or bonded over, the full amount of all such liens or claim within fifteen (15) days of receiving written notice thereof. In addition to and not in limitation of the City's other rights and remedies under this Agreement or under law, should Licensee fail within fifteen (15) business days of a written notice from the City to pay and discharge or bond over any lien arising out of Licensee's use of the Property, then a material breach under this Agreement shall be deemed to have occurred which, at the City's election, shall entitle the City to terminate this Agreement effective upon notice by the City to Licensee so stating.

6.2 If Licensee desires to contest in good faith the validity of any lien or any claim or demand that could result in a lien against the Property or any portion thereof for which the City could become liable if not successfully resolved, as a condition to such contest, Licensee shall notify the City of Licensee's intent to contest the lien or claim and the grounds for such contest. Notwithstanding anything to the contrary set forth herein, Licensee shall pay and satisfy any adverse judgment that may be rendered thereon before the enforcement thereof against the City or the Property.

7. Indemnification. Licensee hereby agrees to indemnify, defend (with counsel approved by the City), assume all liability for and hold harmless the City and its officers, employees, agents and representatives from all actions, claims, suits, penalties, obligations, liabilities, damages to property, environmental claims or injuries to persons (including attorneys' fees), which may be caused by Licensee's activities pursuant to this Agreement or arising out of or in connection with such activities, whether such activities or performance thereof is by Licensee or anyone directly or indirectly employed or under contract with Licensee and whether such damage or claim shall accrue or be discovered before or after the termination of this Agreement. Licensee's obligations set forth in this Section shall survive the expiration or earlier termination of this Agreement.

8. Insurance. Prior to commencing any activities under this Agreement, Licensee shall procure (or cause to be procured) and keep in full force and effect during the life of this Agreement, at Licensee's sole cost and expense, all of the following types of insurance, in accordance with the other provisions of this Section:

<u>Type of Insurance Policy</u>	<u>Limits</u>
Personal Adv. Injury	\$1 million each occurrence
Property Damage	\$3,000,000
Products--Comp/Op Agg.	\$1,000,000 each occurrence
General Aggregate	\$2,000,000
Excess Liability--Umbrella	\$1,000,000 each occurrence
Comprehensive General Liability:	\$2,000,000 (see Section 8.G. below)
Workers Compensation:	Statutory (see Section 8.F. below)
Automobile Liability	\$1,000,000 each occurrence

For purposes of this Agreement, the foregoing insurance shall be referred to herein as "Required Insurance."

- A. Qualifications of Insurers; Deductibles. All of the Required Insurance shall be issued by an admitted insurer or insurers as defined by the California Insurance Code with a Bests' rating of no less than A:VII. The deductibles under each of the policies issued for the Required Insurance shall be reasonable in amount and in no event shall exceed the sum of Ten Thousand Dollars (\$10,000.00) under each such policy.
- B. Additional Insured; Form of Endorsement. All such Insurance Policies (including those of Licensee's Representatives) will be required to name the City and its respective directors, officers, employees, agents, and representatives as additional insureds by way of an endorsement. Such endorsement shall be a form of endorsement which is at least as broad as Additional Insured-Owners, Lessors, or Contractors Form B (CG20101185) as published by Insurance Services Office, Inc.
- C. Cancellation Provisions and Other Matters. All of the Required Insurance shall provide (by way of endorsement or otherwise) that no cancellation, expiration, reduction or modification in such Required Insurance can occur or be implemented without first giving the City at least thirty (30) days prior written notice of such cancellation, expiration, reduction or modification. The City shall not be liable for the payment of any premiums for the Required Insurance.
- D. Primary Insurance Endorsement. All Required Insurance shall contain an endorsement providing that such insurance is primary and that any insurance maintained by the City and/ is noncontributory with the Required Insurance. All Required Insurance shall contain language to the effect that any loss shall be payable notwithstanding any act or negligence of the City that might otherwise result in the forfeiture of the Required Insurance.
- E. Waiver of Subrogation. All such Required Insurance shall also contain an endorsement providing for a waiver of subrogation against the City by Licensee.
- F. Worker's Compensation. This policy or policies shall cover the entire liability of Licensee to employees as determined by California law. The policy shall contain a waiver of subrogation against the City.

G. Comprehensive General Liability. \$2,000,000.00 combined single limit per event and annual aggregate for bodily injury and property damage liability arising out of the Permitted Activity performed under this Agreement.

H. Certificates of Insurance. Prior to the commencement of the services set forth in this Agreement, Licensee shall provide to the City certificates of insurance evidencing the obtaining of the Required Insurance as provided in this Section.

9. Inspection. The City and any of its duly authorized representatives, employees, agents or independent contractors shall be entitled to enter and inspect the Property or any portion thereof, and observe and inspect the Permitted Activity at any time and from time to time, provided such entry or inspection does not impair, interfere with or delay the Permitted Activity.

10. Assignability. This Agreement cannot be assigned by Licensee whether voluntarily or by operation of law, and Licensee shall not permit any use of the Property, or any part thereof during the Term of this Agreement in violation of the provisions of this Agreement, except with the consent of the City (which shall not be unreasonably withheld, conditioned or delayed), and any attempt to do so shall be null and void.

11. Cost of Enforcement. In the event it is necessary for either Party to employ an attorney or other person or commence an action to enforce or interpret any of the provisions of this Agreement or for the City to remove Licensee from the Premises, the non-prevailing party agrees to pay to the prevailing party, in addition to such other relief as may be awarded by the court, agency or other authority before which such suit or proceeding is commenced, all reasonable costs of enforcement in connection therewith including, but not limited to, reasonable attorneys' fees, expenses and costs of investigation.

12. Notices. All notices, consents, approvals, requests, demands and other communications provided for herein shall be in writing and shall be deemed to have been duly given upon the earlier of when personally delivered or served or twenty-four (24) hours after being deposited with FedEx or any other established overnight courier service to the intended party addressed as follows:

City:	Bob Lindsey City Manager 15900 East Main Street La Puente, CA 91744 Tel: (626) 855-1501 blindsey@lapuente.org
With a Copy to:	Victor Ponto, City Attorney Olivarez Madruga Lemieux O'Neill, LLP 500 S. Grand Ave., 12 th Floor Los Angeles, CA 90071 Tel: (909) 781-7723 vponto@omlowlaw.com
Licensee:	Jesus Rodriguez 14426 Frankton Avenue Hacienda Heights, CA 91745 Tel: (503) 226-1422 Mobile: (626) 536-7607 Fax: (503) 226-2488

13. Miscellaneous. This Agreement constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof, and all prior and contemporaneous agreements, representations and understandings of the Parties hereto, oral or written, are hereby superseded and merged herein. No supplement, modification or amendment of this Agreement shall be binding unless in writing and executed by the Parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver be a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver. The indemnifications under this Agreement, the obligations of Licensee hereunder to remove liens and Licensee's obligations hereunder with respect to vacating and repairing the Property shall survive the expiration or termination of the Agreement. This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of California. Any action brought concerning this Agreement shall be brought in the appropriate court for the County of Los Angeles, California. Each Party hereby irrevocably consents to the jurisdiction of said court. Licensee hereby expressly waives all provisions of law providing for a change of venue due to the fact that City may be a party to such action, including, without limitation, the provisions of California Code of Civil Procedure Section 394. Licensee further waives and releases any right it may have to have any action concerning this Agreement transferred to Federal District Court due to any diversity of citizenship that may exist between Licensee and City. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of the provisions hereof. This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which shall constitute one and the same instrument. Neither this instrument nor a short form memorandum or assignment hereof shall be filed or recorded in any public office without the City's or Licensee's prior written consent.

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

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

"CITY"

City of La Puente

By: _____
Bob Lindsey, City Manager

"LICENSEE"

By: 
Jesus Rodriguez

Attest:

By: _____
Sheryl Garcia, City Clerk

Approved as to form:

By: _____
Victor Ponto, City Attorney

EXHIBIT A

Property Description

That portion of Valley Boulevard, in the City of La Puente, County of Los Angeles, State of California, as shown on Tract No. 20807, as per Map recorded in book 548 pages 16 and 17 of Maps, Records of said County, bounded as follows:

Southerly by the Southwesterly line of Valley Boulevard, variable width, also being the Northeasterly line of the S.P.R.R. Railroad, as shown on said Map;

Northwesterly by the Southwesterly prolongation of the Northwesterly line of Lot 27 of said Tract No. 20807;

Northeasterly by a curve concave Northeasterly having a radius of 2080.00 feet and which is concentric with the curved centerline of Valley Boulevard, having a radius of 2000.00 feet, as shown on said Map.



City of La Puente AGENDA REPORT

To: Mayor and City Council

For meeting of: October 12, 2021

From: Bob Lindsey, City Manager

By: Troy Grunklee CPA, Director of Administrative Services

SUBJECT: CONSIDERATION OF A PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF LA PUENTE AND AZAVAR AUDIT SOLUTIONS FOR FRANCHISE
FEE AUDIT SERVICES

BACKGROUND/DISCUSSION

The City of La Puente collects franchise fees on electric, gas, cable and telecommunication services. These providers collect these revenue streams on the City's behalf within the laws and franchise agreements in place. With each of these relationships, opportunities exist for errors which could lead the City to under collect. Possibilities exist that fees or taxes are not properly collected by each utility provider.

To best ensure the City is maximizing revenue collections, it is routine to engage firms to audit these transactions and protect the City's interests. Of the firms reviewed, Azavar Government Solutions is the only firm that performs these audits on the sole basis of a contingency fee. A contingency fee audit is one in which the audit firm shares in the savings derived from the findings of their audit. If the utility providers are remitting the correct amount due and no customers/revenue have been missed or miscalculated, there is not a fee owed by the City nor does the audit firm receive revenue. In addition, they were selected based on positive results and recommendations from other California communities. The Azavar team showed professionalism and responsiveness during the agreement negotiation that demonstrated they have the best interests of the City in entering into a fair agreement.

The proposed agreement provides that Azavar Government Solutions will conduct a compliance review of the following City's franchise fee remittances; electric, cable, telecommunications, and natural gas, identify opportunities for the City to maximize revenues, and monitor the City's utility providers for a three (3) year period.

The firm proposes to perform the audits based on an amount equal to 45% of any new or prospective revenues recovered per account or per provider for thirty-six months following when funds begin to be properly remitted to the City and for any retroactive amounts recovered.

FISCAL IMPACT

Since the audits are contingent fee based, the fiscal impact is unknown for this project. The possibility exists that additional revenues and/or cost savings would be remitted to the City of which the auditors would be entitled to a share based on the agreement.

RECOMMENDATION

It is recommended that the City Council: (1) approve the Professional Services Agreement with Azavar Audit Solutions for professional services related to compliance audits; and (2) authorize the City Manager to execute the Agreement on behalf of the City.

ATTACHMENTS

Attachment "A": Azavar Professional Services Agreement

CITY OF LA PUENTE

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of October 12, 2021, between the City of La Puente, a municipal corporation ("City") and Azavar Audit Solutions, Inc., an Illinois Corporation ("Consultant"). The City and Consultant are hereinafter collectively referred to as the "Parties".

RECITALS

WHEREAS, City, pursuant to California Government Code Sections 3703 and 53060, is authorized and empowered to contract with any person for the furnishing of services and advice in finance, economic, accounting or administrative matters if such persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, City desires to engage Consultant to perform professional management, government, revenue and tax, and computer consulting services; and

WHEREAS, City staff has determined that Consultant possesses the skills, experience and expertise required to competently provide the service and tasks contemplated under this Agreement.

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 have a one (3) year term commencing from the Effective Date (hereinafter, the "Term"), Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience as set forth in greater detail under Section 5 (Suspension or Termination of 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 audit 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.

(f) City agrees to provide reasonable facilities and space should Consultant work on City's premises as may be reasonably required for the performance of the Services set forth in this Agreement and in any Exhibit hereto.

3. MANAGEMENT

The City Manager, or his/her designee, shall represent the City in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Consultant, but shall have no authority to modify the Services or the compensation due to Consultant.

4. PAYMENT

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit 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.

(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. Unpaid non-disputed fees shall accrue simple interest at the rate of one percent (1%) after the receipt of the invoice. In no event shall any interest accrue for disputed fees.

(d) 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 forty-five (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.

(c) In the event City is in breach of this Agreement, Consultant's sole remedy will be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to Consultant under this Agreement for completed services and tasks.

(d) This Article and all provisions contained herein shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the City may have at law or in equity.

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.

(c) Confidential Information. Each party acknowledges that in the performance of its obligations hereunder, either party may have access to information belonging to the other which is proprietary, private and highly confidential ("Confidential Information"). Each party, on behalf of itself and its employees, agrees not to disclose to any third party any Confidential Information to which it may have access while performing its obligations hereunder without the written consent of the disclosing party which shall be executed by an officer of such disclosing party. Confidential Information does not include: (i) written information legally acquired by either party prior to the negotiation of this Agreement, (ii) information which is or becomes a matter of public knowledge, (iii) information which is or becomes available to the recipient party from third parties and such third parties have no confidentiality obligations to the disclosing party, and (iv) information subject to disclosure under the California Public Records Act, pursuant to Government Code 6250 et seq., Freedom of Information Act or any other applicable law where disclosure is required.

7. INDEMNIFICATION

(a) Indemnity for professional liability

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

(b) Indemnity for other than professional liability

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

(c) Duty to Defend

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

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

8. INSURANCE

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

9. INDEPENDENT CONSULTANT

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

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

10. LEGAL RESPONSIBILITIES

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

11. UNDUE INFLUENCE

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

12. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

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

13. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City, unless otherwise required by law or court order. (b) Consultant shall promptly notify City should Consultant, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this Agreement and the work performed there under or with respect to any project or property located within the City, unless Consultant is prohibited by law from informing the City of such Discovery, court order or subpoena. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless City is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Consultant in such proceeding, Consultant agrees to cooperate fully with the City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

14. NOTICES

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

If to City:

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

With a copy to:

Victor Ponto, Esq.
Olivarez Madruga Lemieux O'Neill
500 S. Grand Avenue, 12th Floor
Los Angeles, CA 90071
Tel: (213) 744-0099

If to Contractor:

General Counsel
Azavar Audit Solutions, Inc.
55 East Jackson Boulevard, Suite 2100
Chicago, IL 60604
Tel: (877) 654-0021

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, except Consultant shall be entitled to assign its rights and obligations under this Agreement in connection with a sale of all or substantially all of Consultant's assets.

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

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

16. GOVERNING LAW/ATTORNEYS' FEES

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

17. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the Parties relating to the obligations of the Parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written and pertaining to the subject of this Agreement or with respect to the terms and conditions of this Agreement, are merged into this Agreement and shall be of no further force or effect. Each party is entering into

this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

18. SEVERABILITY

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

19. COUNTERPARTS

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

20. CAPTIONS

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

21. WAIVER

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

22. REMEDIES

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

23. USE OF CITY NAME AND LOGO

City hereby consents to Consultant's use of City's name and logo in Consultant's marketing materials; provided, however, Consultant has obtained prior City Manager approval, for each publication, pursuant to LA Puente Municipal Code Section 2.36.020.

(Signatures on following page)

24. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

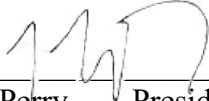
“CITY”

City of La Puente

By: _____
Bob Lindsey, City Manager

“CONSULTANT”

Azavar Audit Solutions, Inc.

By:  _____
Jason Perry, President

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

1. COMPLIANCE AUDITS & ONGOING REVENUE MAXIMIZATION AND MONITORING SERVICES:

In addition to the Services and work defined in the Agreement, Services shall be provided in substantial accordance with the below statements:

(a) Consultant, as City's authorized agent and third-party administrator ("TPA"), shall undertake a Local Government Revenue Compliance Audit, Maximization, and Monitoring Program ("Revenue TPA Program") on behalf of the City. As part of the Revenue TPA Program Consultant shall, on behalf of the City, separately review, audit, maximize, and regularly monitor for the Term of this Scope of Services any and all sources of City revenue and related expenses ("Audits"), including, each utility use tax (UUT), franchise fee imposed by the City within the City's corporate boundaries, and as permitted by the City's ordinances and state and federal law, including those revenues, whether levied, imposed, or administered by the City, elsewhere locally, by the state or federal government, taxpayers, remitters, or those that should be remitting any funds or savings to the City ("Auditee(s)"), revenues and expenditures related to (and where applicable), but not limited to the following:

- I. Electricity providers and/or consumers
- II. Natural gas providers and/or consumers
- III. Multichannel video (i.e. cable) franchise fees and service fees and/or consumers
- IV. Telecommunications (i.e. phone, fiber, wireless, etc.) providers and/or consumers

(b) The purpose of each Audit is to determine past, present, and future taxes, license fees, service fees, or any other recoveries, refunds, monies or revenue owed to the City that were not properly attributed to the City or were not properly paid or collected and to determine future taxes, franchise fees, and other monies owed to the City not previously counted so that City can collect these past, present, and future monies.

Federal and state law, the City's own local ordinances and databases, any agreements, contracts or bills between City and Auditee are used by Consultant to conduct the Audits and Consultant will present to City in writing during the course of the Audits reports detailing compliance findings and findings of monies paid, due, or potentially due to the City for review by the City per Auditee ("Findings"). Where already allowable by existing City contracts or agreements or federal, state, or local laws or ordinances, this Scope of Services authorizes Consultant to correct any prospective errors and make a reasonable effort to collect monies due to the City under such applicable laws, local

ordinances, or contracts. Additionally, Consultant shall regularly monitor all revenues and related expenditures monthly during the Term of this Agreement and shall make any corrections accordingly. Consultant shall review City ordinances and shall present Findings to City to maximize City revenues as part of the Audits, and where such Findings requires a change into the future, Consultant will only implement such change after City has reviewed and agreed to in writing any such change. City understands that Findings may include, but are not limited to, changes to technology, organizational processes, process automation, City communication practices, City governing practices, and/or updates to local ordinances or the codification thereof. City agrees that any Findings, whether implemented in whole or in part by Consultant or the City, shall be fully compensable under Section 2 of this Scope of Services, including wherein the Findings require any amendments to an ordinance and wherein the ordinance is changed. City agrees to review any Findings within thirty (30) days;

(e) During the course of each Audit, Consultant may find that rather than being owed past due funds, the City owes funds erroneously paid to the City. In this case, Consultant will immediately terminate its Audit for that specific Auditee and will document the error and provide the City with information necessary to correct the error.

(g) During the Audits, Consultant will educate fee and taxpayers and provide all necessary support to onboard them to file and remit payments to City using Consultant software as defined in Exhibit A – Scope of Services 2;

(h) Audit timelines and processes are set in accordance with Consultant’s proprietary audit process and applicable law. The first Audit start date is expected to be within no later than thirty (30) days from the date of this Scope of Services unless changed and approved by the City’s Primary Contact;

(i) Each Audit is expected to last at least six (6) months. Each subsequent Audit will begin after payment terms and obligations have been satisfactorily met from previously completed Audits however overlapping Audit work may take place at the discretion of Consultant. Audit status meetings will be held regularly via phone, email, or in person throughout the course of the Audits between Consultant and the City’s Primary Contact and will occur approximately every quarter;

(j) Jason Perry, Local Government Revenue Compliance Audit, Maximization, and Monitoring Program, and Consultant specialists will be auditors under this Scope of Services. All Consultant staff or subcontractors shall be supervised by the Consultant Program Manager.

EXHIBIT B

RATE SCHEDULE

1. PAYMENT TERMS.

1.1 City shall compensate Consultant the fees set forth in this Scope of Services on a contingency basis. If applicable, Consultant shall submit an invoice to City on a monthly basis detailing the amounts charged to City pursuant to the terms of this Scope of Services. Should City negotiate, abate, cancel, amend, delay, or waive, without Consultant's written consent, any tax determination or Findings that were identified by Consultant or by its Audits where such Findings were allowed under the law at the time the tax determination or Findings were made, City shall pay to Consultant applicable contingency fees for the total amount of money actually collected for said tax determination or Findings at the rates set forth below and for the following thirty-six (36) months. If City later implements during the subsequent thirty-six (36) months any Findings City initially declined based on Consultant programs or recommendations, Consultant shall be paid by City its portion of the savings and/or recoveries over the following thirty-six (36) months at the contingency fee rates set forth below.

1.2 For any and all Audits and/or Findings (under Section 1.), City shall pay Consultant an amount equal to forty-five (45) percent of any new revenues, savings, or prospective funds recovered per account or per Auditee for thirty-six (36) months following when funds begin to be properly remitted to the City. In the event Consultant is able to recover any additional savings or revenue increases for any time period, or any credits at any time, City will pay Consultant an amount equal to forty-five (45) percent of any savings, funds, and fair market value for any other special consideration or compensation recovered for or received by the City from any Auditee. All contingency fees paid to Consultant are based on determinations of recovery by Consultant including Auditee data and regulatory filings. All revenue after the subsequent thirty-six (36) month period for each account individually will accrue to the sole benefit of the City.

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



City of La Puente AGENDA REPORT

To: Mayor and City Council

For meeting of: October 12, 2021

From: Bob Lindsey, City Manager

By: John Di Mario, Development Services Director

SUBJECT: CONSIDERATION OF AUTHORIZATION TO SOLICIT BIDS FOR
IRRIGATION AND LANDSCAPE IMPROVEMENTS AT LA PUENTE PARK

BACKGROUND

At the City Council meeting of July 13, 2021, the City Council approved a contract with Turf Alliance for the purchase and installation of a synthetic turf sports soccer field at the east side of La Puente Park. In addition, on September 14, 2021, the City Council awarded a contract to National Fitness Campaign, LLC for the purchase of a fitness court to be installed at the Park just east of the new soccer field, and south of the existing service road leading into the Park.

DISCUSSION

Plans and specifications have been prepared for irrigation and landscape improvements to the east side of the Park south of the service road. Specifically, these improvements include a new booster pump to increase water pressure for irrigation throughout the park and landscaping and irrigation around the new soccer field and fitness court as well as the proposed locations for the volleyball court and outdoor fitness/exercise areas. The landscaping will consist of the continuation of the Bandera Bermuda grass that has already been installed to the west of the soccer field location and the planting of trees and shrubs around the perimeter of the Maintenance Yard fencing, along the southern property line of the School District property and around the fitness areas and volleyball court.

Plans, specifications and cost estimates for construction of the subject project have been completed and the project is ready to be advertised for formal bid. The Engineer's Estimate for construction is \$375,000.

The following is the proposed schedule for implementation of the Project:

October 12, 2021	Authorization to Solicit Bids
November 4, 2021	Bid Opening
November 9, 2021	Award of Contract
November 22, 2021	Construction starts (Projected)
February 22, 2022	Construction ends (Projected)

FISCAL IMPACT

The total cost estimate for construction of this project is \$375,000. Partial funding for this Project is included in the Fiscal Year 2021-22 Capital Improvement Program Budget as Park Improvements from the General Fund. When the City Council considers an award of contract for this Project following the bid opening, it may be necessary to approve an additional appropriation of General Fund monies based on the bid amount.

RECOMMENDATION

It is recommended that the City Council: (1) approve the plans and specifications for the irrigation and landscape improvements at La Puente Park; and (2) authorize Staff to solicit for bids.

ATTACHMENTS

Attachment “A”: Bid Plans & Specifications (on file in the City Clerk’s Office for public review)



City of La Puente AGENDA REPORT

To: Mayor and City Council

For meeting of: October 12, 2021

From: Bob Lindsey, City Manager

By: Roxanne E. Lerma, Director of Community Services

SUBJECT: CONSIDERATION OF AMENDMENT NO. 2 TO THE FACILITIES USE AGREEMENT BETWEEN THE CITY OF LA PUENTE AND THE BOYS AND GIRLS CLUB OF WEST SAN GABRIEL VALLEY

BACKGROUND

At its meeting of September 20, 2016, the City Council approved a three (3) year Facilities Use Agreement (“Agreement”) between the City of La Puente (“City”) and the Boys and Girls Club of West San Gabriel Valley (“Boys and Girls Club of WSGV”) for the use of the Youth Learning Activity Center (“YLAC”) to provide youth development programming for participants ages six (6) to eighteen (18).

In October of 2019, the City entered Amendment No. 1 extending the term of the agreement until July 31, 2021.

DISCUSSION

Since September of 2016, the Boys and Girls Club of WSGV has offered a full range of positive, educational, social, and recreational programming to its participants at the YLAC. The initial agreement provided for a three (3) year term with the option to extend for five (5) two (2) year periods. The Agreement was amended in October of 2019 extending the term through July of 2021.

In accordance with the Agreement, Amendment No. 2 has been drafted for City Council’s consideration. This Amendment will extend the term of the Agreement to July 31, 2023.

FISCAL IMPACT

There is no fiscal impact directly related to amending the Agreement between the City and the Boys and Girls Club of WSGV.

RECOMMENDATION

It is recommended that the City Council: (1) approve Amendment No. 2 to the Facilities Use Agreement between the City of La Puente and the Boys and Girls Club of West San Gabriel Valley; and (2) authorize the City Manager to execute the Amendment on behalf of the City.

ATTACHMENTS

Attachment “A”: Amendment No. 2

**AMENDMENT NO. 2
TO FACILITIES USE AGREEMENT BETWEEN THE CITY AND THE BOYS &
GIRLS CLUB OF WEST SAN GABRIEL VALLEY**

This Amendment No. 2 to Facilities Use Agreement No. 16-1254 is made and entered into this ____ day of September, 2021 (“Effective Date”), by and between the City of La Puente, a California municipal corporation (“City”), and the Boys & Girls Club of West San Gabriel Valley “Boys & Girls Club”. The City and Boys & Girls Club are hereinafter collectively referred to as the “Parties.”.

RECITALS

WHEREAS, on October 11, 2016, Facilities Use Agreement No. 16-1254 (“Agreement”) was entered into and executed between the City and the Boys & Girls Club, to provide positive, educational, social and recreational programming to program participants; and

WHEREAS, the City desires to continue to its relationship with the Boys & Girls Club to continue providing positive educational, social and recreational programming to program participants; and

WHEREAS, the Boys & Girls Club represents that it has the professional qualifications to continue to provide these services; and

WHEREAS, the Parties desire to enter into this Amendment No. 2 to Facilities Use Agreement (“Amendment No. 2”) and have agreed to amend Section 1 (Term of Agreement and Property) as set forth below.

AMENDMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements set forth, it is agreed the aforesaid Agreement No. 16-1254, a copy of which is attached hereto as Exhibit B, and incorporated herein by reference, shall remain in full force and effect except as otherwise hereinafter provided:

Section 1.

(A) TERM.

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until the tasks described herein are completed, but in no event later than July 31, 2023, unless sooner terminated pursuant to the provisions of this Agreement.

(B) PROPERTY.

This Agreement shall entitle the Boys & Girls Club the use of the following rooms and facilities at the City’s property located at 503 N. Glendora Avenue:

Room #12 (Office)

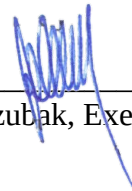
Except, as set forth above, Agreement No. 16-1254 shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 2 to Agreement No. 16-1254 as of the Effective Date.

“CITY”
City of La Puente

“BOYS & GIRLS CLUB”
Boys & Girls Club of West San Gabriel Valley

By: _____
Bob Lindsey, City Manager

By:  _____
JR Dzubak, Executive Director

APPROVED AS TO FORM

By: _____
Victor Ponto, City Attorney

Attest:

By: _____
Sheryl Garcia, City Clerk



City of La Puente AGENDA REPORT

To: Mayor and City Council

For meeting of: October 12, 2021

From: Bob Lindsey, City Manager

By: Troy Grunklee, CPA, Director of Administrative Services

SUBJECT: CONSIDERATION OF AN AMENDMENT TO A PURCHASE ORDER CONTRACT WITH TURF ALLIANCE FOR THE INSTALLATION OF A RETAINING WALL, PERIMETER FENCE, AND SYNTHETIC TURF COOLING IRRIGATION SYSTEM FOR THE SOCCER FIELD AT LA PUENTE PARK IN THE AMOUNT OF \$160,000

BACKGROUND

On November 8, 2016, the voters of Los Angeles County approved the Safe, Clean Neighborhood Parks, Open Space Beaches, Rivers Protection, and Water Conservation Measure (Measure A). Measure A was designed to supplement voter approved Proposition A that was set to expire in 2019 by levying an annual parcel tax of 1.5 cents per square foot of improved property. An approval of this ballot measure was originally estimated to generate approximately \$96 million per year to distribute throughout LA County to support parks, beaches, open spaces, and water resources.

Drafted to meet current and future park needs, Measure A utilizes a hybrid approach to fund projects which includes an annual allocation and a competitive grant process. The City of La Puente currently has approximately \$593,538.05 in the County's Measure A allocation that it wishes to utilize to fund portions of the La Puente Park Master Plan.

At its meeting of June 8, 2021, the City Council provided staff with direction to utilize the Measure A funding for the development and construction of soccer fields, volleyball courts, skate park additions and other park improvements at La Puente Park.

To access the City's Measure A allocation, the City is required to submit a qualified project through the Los Angeles County Regional Park and Open Space District's (LACO-RPOSD) application process. This process requires that the City Council approve the filing of the application prior to its submission.

On June 22, 2021, the City Council approved resolution No. 21-5639 approving the filing of an application for its Measure A allocation through the Los Angeles County Regional Park and Open Space District.

On July 13, 2021, the City Council approved a purchase order contract with Turf Alliance for the purchase and installation of sports turf for the soccer field, turf for the skatepark boundary, and maintenance equipment and goals for La Puente Park.

On August 19, 2021, the City Manager signed the grant agreement with the LACO-RPOSD to authorize the funding allocation for the City. With the signing of this agreement, the City is now authorized to begin spending the Measure A funds that are allocated to the City.

DISCUSSION

Following a review of the area where the soccer field will be constructed, it has been determined that there is a slight downward grade to the west. Instead of having to import soil to “raise” that half of the field, the east portion of the field will be graded down to an approximate maximum depth of 32 inches below the adjacent grade of the park. This results in the need to construct a small retaining wall to a maximum height of approximately 36 inches around the eastern half of the field, install a perimeter fence around the field, and install synthetic turf cooling irrigation cooling system.

City Staff is recommending amending the purchase order with Turf Alliance to include the construction of a retaining wall on the eastern half of the soccer field, a perimeter fence around the field, and installation of synthetic turf cooling irrigation cooling system in the amount of \$160,000.

The construction of the retaining wall, perimeter fence, and installation of synthetic turf cooling irrigation cooling system will be awarded through a competitively bid contract (Master Contract #060518-TNA) by Sourcewell (formerly the National Joint Powers Alliance). Sourcewell is a public agency service cooperative that serves over 50,000 members. Through national solicitations, they provide the opportunity for members to purchase through nationally leveraged, competitively bid contracts. Sourcewell contracts offer a multitude of products, equipment, and services to government agencies and non-profit entities. The City of La Puente is a member of Sourcewell and has used Sourcewell contracts in the past. Section 2.20.090 (e) of the La Puente Municipal Code authorizes the City to participate in cooperative purchasing plans or programs such as Sourcewell.

FISCAL IMPACT

The total price for the installation of the retaining wall, perimeter fence, and installation of synthetic turf cooling irrigation cooling system at the soccer field is \$160,000.00. City staff is working with the LACO-RPOSD to utilize the 2021 Measure A allocation for the additional costs related to the retaining wall, perimeter fence, and installation of synthetic turf cooling irrigation cooling system by signing another grant agreement. If LACO-RPOSD does not allow the City to utilize the 2021 allocation, the funding will come from potential upcoming Federal or State grants that the City is working on or the General Fund.

RECOMMENDATION

It is recommended that the City Council: (1) approve the amendment to purchase order contract with Turf Alliance for the installation of the retaining wall, perimeter fence, and installation of synthetic turf cooling irrigation cooling system at the soccer field in the amount of \$160,000; and (2) authorize the City Manager to execute, on behalf of the City, all documents necessary to effectuate this action.

ATTACHMENTS

None.



City of La Puente AGENDA REPORT

To: Mayor and City Council

For meeting of: October 12, 2021

From: Bob Lindsey, City Manager

SUBJECT: CONSIDERATION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LA PUENTE AND LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL NO. 300 FOR THE USE OF TEMPORARY LABORERS

BACKGROUND/DISCUSSION

Attached to the staff report is a Memorandum of Understanding ("MOU") between the City and Laborers' International Union of North America Local No. 300 ("Union"). Execution of this MOU will allow the City to supplement its permanent workforce by hiring certain specialized crafts workers through the Union on an as-needed and temporary basis.

Any temporary Union worker will not be recognized as permanent City employees and will only be hired for specialized craft work outside the skills, knowledge and abilities of current staff job description and/or staff capability.

FISCAL IMPACT

The specific cost per hour for the temporary Union workers is prevailing union wage for the specific expertise per hour and will be included in the budget for a particular project and/or funding source.

RECOMMENDATION

It is recommended that the City Council: (1) approve the Memorandum of Understanding with Laborers' International Union of North America, Local No. 300; and (2) authorize the City Manager to execute the Agreement on behalf of the City.

ATTACHMENTS

Attachment "A": Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING REGARDING THE
USE OF LABORERS UNION HIRING HALL
FOR TEMPORARY USE OF LABORERS

BY AND BETWEEN

THE AUTHORIZED REPRESENTATIVES OF CITY OF LA PUENTE

AND THE

LABORERS' INTERNATIONAL UNION OF NORTH AMERICA,
LOCAL NO. 300

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into this 12th day of October, 2021 (“Effective Date”), by and between the authorized representatives of CITY OF LA PUENTE (“City”) and the LABORERS’ INTERNATIONAL UNION OF NORTH AMERICA, LOCAL NO. 300 (“Union”). For the purposes of this MOU, the City and the Union may be referred to collectively by the capitalized term “Parties.” The capitalized term “Party” may refer to the City or the Union interchangeably as appropriate.

RECITALS

WHEREAS, the City is located in the County of Los Angeles, State of California; and

WHEREAS, the City desires to supplement its permanent workforce and seeks assistance in doing so by hiring certain crafts workers through the Union (“Workers”) on an as needed and temporary basis; and

WHEREAS, by executing this MOU, the City recognizes the Union as the bargaining agent of its dispatched workforce, but does not recognize the Union as the certified representative of any permanent City employee; and

WHEREAS, the City and the Union wish to enter into this MOU to establish the terms and conditions of the City’s use of the Union’s hiring hall to employ Workers on an as-needed and temporary basis; and

WHEREAS, the execution of this MOU was approved by the La Puente City Council at its Regular Meeting on October 12, 2021 under Agenda Item No. D-7.

NOW THEREFORE, in consideration of the foregoing promises and the mutual promises and agreements contained herein, the City and the Union hereby agree as follows:

1. TERM: This MOU shall have a term of three (3) years (hereinafter, the “Initial Term”), commencing from the Effective Date. Upon written consent of both parties, the Initial Term may be extended for up to two (2) years at any time prior to the thirtieth day prior to the expiration of the Initial Term. Nothing in this section shall operate to prohibit or otherwise restrict the Parties’ ability to terminate this MOU at any time for convenience as provided under Section 5 of this MOU.
2. HIRING PROCEDURES:
 - A. The City shall submit all requests to hire Workers directly to the Union by contacting its hiring hall. All requests for Workers shall include the number and type of Workers being requested and the anticipated duration of the assignment. Within seventy-two (72) hours of receiving a request for Workers, the Union shall dispatch to the City the number of Workers requested by the City. If the Union requires additional time to provide the City with the requested Worker(s), the Union shall notify the City in writing of the anticipated date upon which the Workers shall be dispatched to the City.

- B. The City shall specify in its request for dispatch any minimum requirements for Workers not set forth in this MOU. The Union shall make every effort to fulfill the City's requests for Workers with eligible Workers residing in the City of La Puente, or in the greater La Puente area. If there are no eligible and available Workers who reside in the City of La Puente or the greater La Puente area, the Union may dispatch Workers from other locations. The City shall also have the right to request a Worker by name in accordance with the Union's hiring hall rules. For purposes of this Section 2 of the MOU, the greater La Puente area will include the 91733, 91744, 91745, 91746, 91747, 91748, 91749 and 91789 zip codes.
- C. Workers will be notified in writing in advance of any dispatch that they must, as a condition of hire, meet the City's required pre-employment screening process and that they are not entitled to compensation under this MOU until they have successfully completed that process. To effectuate that notice requirement, the City shall be responsible for providing the Union in English and Spanish with an explanation of the then-applicable process, including any background check or medical screening requirements. In accordance with the City's hiring practices, as a condition of employment, all Workers must pass the City's required pre-employment screening process. The Parties acknowledge and agree that the City shall be under no obligation to hire any Worker who does not pass the City's required background check and medical screening process. The Parties further acknowledge and agree that Workers shall not be entitled to any compensation under this MOU until they have successfully passed both the City's required medical screening and background check process.
- D. The Union is responsible for administering the hiring hall, and all costs of operating the hiring hall shall be borne by the Union.
- E. Neither the Union in its selection and/or referral of Workers, nor the City in hiring Workers shall discriminate against any applicant on the basis of race, color, religion, sex, marital status, sexual orientation, national origin, disability, age, or any classification protected by federal, state or local laws. With respect to hiring, tenure and all other terms and conditions of employment, the City shall not discriminate against individuals because of their union membership or other protected, concerted activities.
- F. The Parties acknowledge and agree that the City's hiring of Workers shall be on an as-needed and temporary basis only and that the City shall be under no obligation to hire Union Workers for any City work, assignments, or projects.

3. TERMS OF EMPLOYMENT:

- A. Subject to the reporting pay requirements under applicable law, there shall be no minimum length of employment for Workers hired under this MOU, but in no event shall any individual Worker hired under this Agreement work more than 999 hours in a fiscal year. Workers hired under this MOU shall be considered at will employees, and the City shall have the right to reject or dismiss any Worker at any time, with or without cause.

- B. The Union shall be afforded a reasonable opportunity to meet with newly hired Workers to inform them of the benefits of union membership and to make arrangements for the execution of checkoff or other dues/fee authorization forms and/or for payment of union dues and fees and/or service fees. The City understands that Workers may during or prior to hire, have executed checkoff authorization forms which provide for a portion of their vacation pay to be redirected to supplemental dues/fees and agrees to abide by, respect and take any necessary steps, including the execution of any forms or agreements, necessary to effectuate such checkoff authorization.
- C. Workers hired under this MOU shall be paid in accordance with then-current, published general prevailing wage determination made by the California Department of Industrial Relations for their craft or classification for work performed in Los Angeles County. The City shall pay Workers, or to the applicable multi-employer trust fund, as appropriate, not less than the prevailing Total Hourly Rate, which includes both the prevailing basic wage and the higher of the required prevailing fringe benefits or the fringe benefit rate set forth in the applicable Master Labor Agreement (“MLA”) between the Southern California District Council of Laborers and its affiliated locals as set forth in paragraph G below. At the request of the City, the Union shall provide the City with documentation showing the current general basic prevailing wage and fringe benefits as published by the California Department of Industrial Relations and/or the MLA provisions on fringe benefits.
- D. Workers hired under this MOU shall be paid for hours worked on the City’s regular pay day for the City pay period covering the period of time worked.
- E. Overtime will be paid as required by law. Break and rest periods will be provided and, as applicable, paid in accordance with City policy and applicable law.
- F. Workers shall not be eligible for any benefits provided to permanent City employees and shall not be eligible for membership in the California Public Employee’s Retirement System.
- G. For each Worker actually hired by the City, the City shall pay the hourly contribution rate for fringe benefits to the Construction Laborers Trust Funds for Southern California (“Laborers Trust Funds”) as established in the applicable Master Labor Agreement (“MLA”) between the Southern California District Council of Laborers and its affiliated locals. In so agreeing, the parties recognize and agree that Workers covered by this MOU and the applicable MLA also include Workers performing work covered by the MLA by virtue of Article I thereof (relating to so-called satellite agreements) In the event that the applicable MLA has expired without being extended, the fringe benefit rate shall be the rate in the most recently expired MLA. The terms and conditions of the City’s fringe benefit contribution obligations are more particularly set forth in the trust fringe benefit Subscription Agreement which can be made available by Union administration.

- H. The City shall be responsible for providing Workers' Compensation benefits as mandated by state law to Workers hired under this MOU.
- I. Workers employed under this MOU shall follow all working rules and safety requirements of the City on all jobs unless such rules or requirements are specifically superseded by this MOU. Such rules and requirements shall not be subject to a grievance procedure.
4. DISPUTE RESOLUTION: Complaints regarding wages and/or fringe benefits may be made directly to the other Party. An authorized representative of the City and the Union shall attempt to resolve all such complaints, but there shall be no formal grievance procedures for resolving complaints. Nothing in this dispute resolution process shall delay, impede, or interfere with the right of any Worker to seek redress from any applicable government agency.
5. TERMINATION OF MOU: This MOU may be terminated for convenience by either Party by giving thirty (30) days written notice to the other party of its desire to terminate this MOU. The terms of this MOU may not be changed in any way except with express written agreement of the parties.
6. GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.
7. SEVERABILITY: The Parties agree that should any of the provisions of this MOU be judicially determined to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.
8. AMENDMENT; MODIFICATION: No amendment, modification or supplement of this MOU shall be valid or binding unless executed in writing and signed by both Parties and approved by the La Puente City Council. The requirement for written amendments, modifications, or supplements cannot be waived and any attempted waiver shall be void and invalid.
9. ENTIRE AGREEMENT: This MOU is the entire, complete, final, and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between the City and the Union prior to the execution of this MOU. No statements, representations, or other agreements, whether oral or written, made by any Party, which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this MOU shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 8 above.

(SIGNATURES ON NEXT PAGE)

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding to be executed the day and year first appearing in this Memorandum of Understanding, above.

CITY OF LA PUENTE

LABORERS, LOCAL NO. 300

By: _____
Bob Lindsey, City Manager

By: _____

Name: _____

Title: _____

Date: _____

Date: _____

ATTEST:

By: _____
Sheryl Garcia, City Clerk

Date: _____

APPROVED AS TO FORM:

By: _____
Victor Ponto, Assistant City Attorney

Date: _____



City of La Puente AGENDA REPORT

To: Mayor and City Council

For meeting of: October 12, 2021

From: Jaime Guerrero, Code Enforcement Manager

SUBJECT: DISCUSSION AND DIRECTION REGARDING PROCEDURES FOR
REQUIRING PERMIT PARKING

BACKGROUND/DISCUSSION

At the August 25th City Council meeting of last year, the City Council discussed procedures for requiring permit parking on certain streets within the City. City Council directed staff to evaluate the impacts of permit parking and bring additional information back at a later time.

The California Streets and Highway Code (SHC) provides municipalities the authority to establish preferential parking districts as means to protect the quality of life in an area that is threatened by noise, traffic hazards, or environmental pollution caused by non-resident vehicular parking or traffic. Parking districts may create neighborhood specific parking restrictions that could require the use of permit by residents and their guests.

Residents seeking to create a parking district in their neighborhood would be required to submit a petition with signatures from no less than two-thirds of all property owners on a particular street. The City Council may, by resolution, and at its discretion upon receipt of a petition, designate a street or portions thereof as a preferential parking district.

Attached for City Council review and discussion is a draft ordinance which addresses the Preferential Parking Program. Staff will provide a presentation and additional information at the City Council meeting.

FISCAL IMPACT

None.

RECOMMENDATION

It is recommended that the City Council discuss this item and provide direction to Staff.

ATTACHMENTS

Attachment "A": Draft Ordinance

Chapter 00.00 - Preferential Parking Program

Sections:

00.00.000 - Definitions.

The following words, terms, and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

- a) "Residence" means a house, apartment, condominium, mobile home or other type of dwelling, in conformance with the City's zoning ordinance and related zoning maps, having an address assigned consistent with the house numbering maps maintained by the City. An apartment having numbers or letters assigned in addition to the street address shall be deemed to be a residence.
- b) "Guest" means any person visiting or intending to visit, for any purpose, either a resident or merchant located in a preferential parking district.
- c) "Merchant" means a person who, as proprietor, operates a commercial business involved in the retailing of goods or services within a preferential parking district.
- d) "Permit" means a permit issued to an individual to park in a preferential parking district in the City.
- e) "Preferential parking district" or "district" means certain streets or portions thereof, including residences and businesses adjacent thereto, designated by the resolution establishing the district, wherein vehicles displaying a valid permit applicable to that district shall be exempt from parking restrictions established pursuant to this chapter.
- f) "Resident" means a person who lives in a residence located in a preferential parking district.

00.00.000 - Establishment of districts.

The City Council may, by resolution, and at its discretion or upon receipt of a petition signed by no less than two-thirds of all property owners of record and/or lawful lessees of properties comprising all developed frontage of the street or streets proposed for designation, designate a street or portion thereof, together with residences and/or businesses adjacent thereto, as a preferential parking district. Any person signing such a petition may be required to provide satisfactory evidence that he or she satisfies the requirements of this section.

00.00.000 - Issuance of permits.

- a) Permits shall be issued by the City Manager or his or her designee (herein in this chapter). Each permit issued shall remain property of the City at all times.
- b) The number of permits to be issued to any one residence or to any merchant's business establishment, including its employees, shall be determined by the number of residents and merchants, as well as the parking conditions within each district, and shall be set forth in the resolution establishing the district.
- c) Permits may be issued only to the following persons: residents, merchants, employees of merchants, or guests within specified districts.

00.00.000 - Posting signs in preferential parking districts.

Upon the adoption by the City Council of a resolution designating a preferential parking district and the specific parking regulations applicable thereto, the City Manager or his or her designee shall cause

signs to be erected in the district, indicating prominently thereon the parking restrictions and the fact that motor vehicles with valid permits shall be exempt therefrom.

00.00.000 - Exemption from parking restrictions.

- a) A motor vehicle displaying a valid permit affixed to the vehicle's interior rear-view mirror, or displayed as otherwise directed by the City Manager or his or her designee, may park or be parked in the district for which the permit is issued without being subject to parking restrictions in this chapter or the resolution establishing the preferential parking district; provided, however, that nothing herein shall affect or excuse a violation of any other provision of this code, the California Vehicle Code, the Streets and Highway Code, or any other laws applicable to the parking of motor vehicles.
- b) A preferential parking permit shall not guarantee or reserve to the permittee an on-street parking space within any district.

00.00.000 - Vehicles excepted from this chapter.

No person shall, without a permit, park any motor vehicle in a preferential parking district in violation of any parking restrictions set forth herein or in a resolution establishing a preferential parking district, excepting the following:

- a) Repair, maintenance, refuse, utility, fuel, or delivery vehicles doing business in the district.
- b) Vehicles delivering life support and health commodities to residential areas or schools located in the preferential parking district.
- c) Police vehicles and other public safety or emergency vehicles operated by or under the authority of a governmental entity while engaged in the performance of official duties.
- d) Any other vehicle expressly authorized by law to park within the district, notwithstanding the provisions of this chapter.

00.00.000 - Application for and term of permit.

- (a) Each person desiring to obtain a permit shall submit an application on such form as may be provided by the City, together with the filing fee as established by resolution of the City Council. No permit shall be issued unless the applicant is at least eighteen years of age, possesses a valid California driver's license, and is a resident or merchant within the district to be established. Residency shall be established by a valid driver's license and at least two utility bills. Permit issuance is subject to terms and conditions as may be set forth in this chapter or in the resolution establishing the district.
- (b) Each permit shall be valid for the period set forth in the resolution establishing the district, and may be renewed in accordance with procedures set forth in that resolution or in the manner provided for a new permit if no such procedures have been established.

06.40.999 - Prohibited activities.

- (a) Unless exempted by provisions of this chapter, no person shall park a motor vehicle in any preferential parking district in violation of any parking restrictions set forth in this chapter or resolution establishing a preferential parking district.
- (b) No person shall falsely represent himself/herself as eligible for a parking permit or furnish false information in an application for a permit.

- (c) No permit issued pursuant to this chapter shall thereafter be assigned, transferred, or used for any consideration, monetary or otherwise. Only the person to whom a permit has been issued or his/her minor child with a valid California driver's license or learner's permit may use the permit. This section does not apply to guest permits, which are governed by Section 00.00.000.
- (d) No person shall copy, produce or create a facsimile or counterfeit parking permit, nor shall any person use or display a facsimile or counterfeit preferential parking district permit.
- (e) No person shall display a permit that has been revoked.

00.00.000 - Permit revocation.

- (a) The permit of any permittee who has violated the provisions of subsection (b), (c) or (d) of Section 00.00.000 may be immediately revoked upon written notice by the City of the permit revocation. Upon notification of such revocation, the permittee shall, within fifteen business days of the date of such notice, either surrender the permit or file a written request with the City Clerk for a hearing before the City Manager or his or her designee.
- (b) Any written request for a hearing must be received within said fifteen-day period to be considered timely, and upon receipt of a timely request, the revocation shall be stayed pending a final decision following the hearing.
- (c) A hearing shall be held by the City Manager or his or her designee, unless continued by agreement, no less than ten business days after the date notice of the hearing is mailed by first class mail, postage prepaid, to the permittee. At the hearing, any person may present evidence or argument as to whether the permit should be revoked.
- (d) The City Manager or his or her designee, may give oral notice of the decision at the close of the hearing, or may send notice of the decision by mail to the permittee. The decision shall be final. If the decision to revoke is sustained following the hearing, the permittee shall, within twenty-four hours, surrender the permit to the City Clerk.
- (e) Any revoked permit not timely surrendered shall immediately be deemed null and void, and of no force or effect.
- (f) No permittee who has had a permit revoked may re-apply for another permit for twenty-four months following the effective date of the revocation.

00.00.000 - Guest permits.

Any rules governing the issuance of guest permits shall be as set forth in the resolution establishing the district.

00.00.000- Dissolving a district.

The procedures set forth in Section 00.00.000 of this chapter shall be utilized by the City Council in determining whether to dissolve a preferential parking district.

00.00.000 - Penalties.

- (a) It shall be unlawful for any person to violate any provision, or fail to comply with any of the requirements of subsections (a) through (e) of Section 06.40.999 Any person violating any said subsections or failing to comply with any of their requirements shall be deemed guilty of an infraction, and upon conviction thereof shall be punishable by: (a) a fine not exceeding one hundred dollars for

a first violation; (b) a fine not exceeding two hundred dollars for a second violation within one year; or
(c) a fine not exceeding five hundred dollars for each additional violation within one year.

- (b) Civil Remedies Available. A violation of any of the provisions of this chapter shall constitute a nuisance and may be abated by the City through civil process by means of restraining order, preliminary or permanent injunction, or in any other manner provided by law for the abatement of such nuisance.



City of La Puente AGENDA REPORT

To: Mayor and City Council

For meeting of: October 12, 2021

From: Bob Lindsey, City Manager

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

SUBJECT: DISCUSSION AND DIRECTION REGARDING THE PAINTING OF GRAFFITI
PRONE BLOCK WALLS IN THE CITY

BACKGROUND/DISCUSSION

At the City Council meeting of June 8, 2021, the City Council directed City Staff to identify block walls located along streets and major arterials in the City that are prone to graffiti. In an effort to enhance and beautify these areas fronting the City's streets, the City Council directed Staff to also provide additional color options to paint the block walls a uniform and consistent color.

Staff will provide a presentation with additional color options for Council consideration that more closely match existing split face block walls in the City. The presentation will also identify recommended areas of walls to paint with the color selected by the City Council.

FISCAL IMPACT

The painting of the walls would be performed by the City's Maintenance Staff with an estimated cost of approximately \$1,500 for materials and supplies.

RECOMMENDATION

It is recommended that the City Council discuss this item and provide direction to Staff.

ATTACHMENTS

None.



City of La Puente AGENDA REPORT

To: Mayor and City Council

For meeting of: October 12, 2021

From: Bob Lindsey, City Manager

By: Victor M. Ponto, City Attorney

SUBJECT: CONSIDERATION OF A 30-DAY RESOLUTION REGARDING THE CONDUCT OF TELECONFERENCED MEETINGS OF THE CITY COUNCIL AND OTHER CITY BODIES UNDER THE MODIFIED RULES SET FORTH UNDER GOVERNMENT CODE SECTION 54953(E) AND OTHER APPLICABLE PROVISIONS AS AMENDED BY AB 361

BACKGROUND

Declared State of Emergency and Public Health Orders

On March 4, 2020, Governor Gavin Newsom proclaimed a State of Emergency throughout the state of California, in response to the rapid spread and threat of the Novel Coronavirus (COVID-19). On the same day, the Los Angeles County Board of Supervisors and Los Angeles County Department of Public Health ("LACDPH") declared a local emergency and local public health emergency throughout Los Angeles County. On March 13, 2020 in response to the conditions of extreme peril to the safety of persons within the City of La Puente, the Director of Emergency Services for the City of La Puente declared a local emergency, the declaration was ratified by the La Puente City Council ("City Council") on March 17, 2020.

Currently, the state-declared emergency remains in effect. In addition, LACDPH has issued a series of Health Officer Orders containing mandates and recommendations for keeping individuals safe, reducing risk and preventing the spread of COVID-19. The most recent Health Officer Order issued September 28, 2021 strongly urges individuals and businesses to follow the LACDPH Best Practice Guidance, which includes recommended measures to promote social distancing.

Modified Brown Act Teleconferencing Requirements

As part of a series of orders to contain the pandemic, Governor Newsom issued Executive Order N-29-20 waiving certain teleconferencing requirements under the Ralph M. Brown Act (Brown Act). This allowed public agencies to conduct public meetings via teleconferencing, while still complying with open meeting requirements and public health orders regarding physical distancing. In June 2021, considering the changing state of the pandemic in California, the Governor began rolling back certain measures that were adopted in response to COVID-19. Notably, Executive Order N-29-20 was rescinded effective September 30, 2021.

On September 16, 2021, Governor Newsom signed Assembly Bill (AB) 361 (Rivas, 2021), which authorizes local agencies to continue to hold public meetings remotely under modified teleconferencing requirements set forth in the Brown Act (Government Code section 54953(b)(3)) during a state-declared emergency, as that term is defined, and when either state or local health officials have imposed or recommended measures to promote social distancing, or in situations when the legislative body has determined that meeting in person would present imminent risks to the health or safety of attendees. AB 361 went into effect immediately and sunsets on January 1, 2024.

Modified Brown Act requirements under AB 361, include, among other provisions, that:

- Members of the public must be allowed to address the body and offer comments in real-time during the meeting.
- In the event of a technical disruption, the public agency cannot take any further action on the agenda until the issue is resolved.
- Public agencies may not require public comments be submitted in advance (this is still a permissible option but cannot be the only option).
- Members of the public must be given a reasonable time to register to provide public comment, if necessary, and agencies that provide a timed public comment period shall not close the remote public comment option until that timed period has expired.

DISCUSSION

Following the signing of AB 361, and as the state of the pandemic evolves, it is prudent for the City Council to discuss and provide direction to staff on the manner in which public meetings by legislative bodies of the City will be conducted after October 1, 2021.

Since the initial emergency declaration, the health crisis and public agency protocols have evolved for public agencies. In La Puente, the City Council, Planning Commission and other legislative bodies of the City have conducted in-person meetings, hybrid in-person/remote meetings and fully remote teleconferenced meetings. Moving forward, the City Council may return to in-person meetings or continue to allow online meetings pursuant to AB 361.

Option 1 – Elect to return to in-person meetings, follow traditional Brown Act teleconferencing requirements and follow safety protocols

If the City Council were to move back to in-person meetings in the City Council Chambers, traditional Brown Act requirements for teleconferencing would apply. The traditional Brown Act requirements include that:

1. At least a quorum of the public body must participate from locations within the local agency's jurisdiction.
2. All remote locations from which a member of the body is participating must be made available for the public.

3. Each remote location must be specifically identified in the notice and agenda of the meeting, including a full address.
4. Agendas must be posted at each remote location, even if it is a hotel room or a residence.
5. Each remote location, including a hotel room or residence, must be accessible to the public and have technology, such as a speakerphone, to enable the public to participate.
6. The agenda must provide the opportunity for the public to address the legislative body directly at each teleconference location.
7. All votes must be by roll call.

Safety Measures: Should the City Council elect to return entirely to in-person meetings, COVID-19 infection protocols, as set forth by the Federal Government, State of California, County of Los Angeles and any local rules put in place would be followed. The most recent County of Los Angeles Department of Public Health – Health Officer Order, would continue to be implemented and adhered to (Attachment B). Currently, these protocols require all individuals, regardless of vaccination status, to wear facemasks.

The City would also continue to implement its safety protocols that include but are not limited to 1) requiring staff and civilians to wear masks in City buildings; and 2) posting COVID-19 safety measures throughout City buildings and on City’s social media accounts.

Option 2 – Elect to hold remote meetings and follow modified Brown Act requirements under AB 361

Should the Council wish to hold remote meetings under AB 361, the Council would need to adopt the attached Resolution (Attachment A). The City is currently in compliance with the newly amended Brown Act provisions and will not need to make any additional changes.

Initial findings and conditions: Under AB 361, legislative bodies of the City can meet remotely during a declared State of Emergency by the Governor that includes the jurisdictional boundaries of the City, if the legislative body determines that one of the following is also true:

1. State or local officials have imposed or recommended social distancing; **or**
2. To determine, by a majority vote, whether to hold remote meetings as a result of the State of Emergency, because meeting in person would present imminent risks to the health or safety of attendees; **or**
3. The legislative body holds a meeting having already determined by a majority vote to hold remote meetings.

If the above conditions are met, then the City can conduct meetings remotely via Government Code §§54953(e), et seq. For the first and second conditions, the City Council must determine, by majority vote and by adoption of a resolution, the grounds for electing to continue with remote meeting procedures.

Remote meeting requirements: If the City Council chooses to utilize the option for remote meetings under AB 361, the City will not need to make any additional changes as the City is currently in compliance with the newly enacted requirements set forth in AB 361, which include the following:

1. Provide notice and post agendas.
2. Conduct the virtual meetings in a manner that protects the statutory and constitutional rights of the parties and the public.
3. Provide members of the public access to the meeting and an opportunity to address the body directly.
4. Provide members of the public the opportunity to comment in real time.
5. Suspend further action on items in the meeting agenda in the event that there is a disruption in the ability of the meeting to be broadcast to members of the public or in the ability for members of the public to comment.
6. Avoid closing any timed public comment period until such time has lapsed.

Renewal of emergency findings: Once the initial authorizing resolution is adopted, ongoing authorization every thirty (30) days is required by majority vote. If the legislative body desires to continue using the teleconference exception, it must confirm the circumstances of the State of Emergency thirty (30) days after the first teleconference meeting and every thirty (30) days thereafter.

FISCAL IMPACT

None.

RECOMMENDATION

It is recommended that the City Council: (1) commencing October 12, 2021, return to in person public meetings and provide information to all attendees regarding applicable COVID-19 infection protocol requirements, including documentation of vaccination status, where applicable/required by the Federal Government, State of California or County of Los Angeles; or (2) commencing October 12, 2021, conduct public meetings virtually for meetings of all public bodies subject to the Brown Act in accordance with the requirements of AB 361 and adopt Resolution No. 21-5662, which will require reauthorization every (thirty) 30 days; and (3) provide any necessary direction to Staff.

ATTACHMENTS

Attachment "A": Resolution No. 21-5662
Attachment "B": LACDPH Health Order

RESOLUTION NO. 21-5662

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA PUENTE, CALIFORNIA, PROCLAIMING A LOCAL EMERGENCY, RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY GOVERNOR NEWSOM ON MARCH 4, 2020, AND AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE CITY COUNCIL, CITY BOARDS, AND ALL COMMISSIONS OF THE CITY OF LA PUENTE, FOR THE PERIOD FROM OCTOBER 12, 2021 THROUGH NOVEMBER 12, 2021 PURSUANT TO BROWN ACT PROVISIONS.

WHEREAS, COVID-19 (also known as the “Coronavirus Disease”) is a respiratory disease that was first reported in China in December 2019, it has now spread throughout the state of California, including throughout the City of La Puente (“City”); and

WHEREAS, on March 4, 2020, Governor Gavin Newsom declared a State of Emergency in response to the rising cases of COVID-19 throughout the state of California; and

WHEREAS, on March 4, 2020, the Los Angeles County Board of Supervisors and Los Angeles County Department of Public Health (“LACDPH”) declared a local emergency and local public health emergency in response to the spread of COVID-19 throughout the County; and

WHEREAS, on March 13, 2020, in response to the conditions of extreme peril to the safety of persons within the City of La Puente, the Director of Emergency Services for the City of La Puente declared a local emergency, the declaration was ratified by the La Puente City Council (“City Council”) on March 17, 2020; and

WHEREAS, on March 17, 2020, Governor Newsom issued Executive Order N-29-20, which allowed local governments meet remotely without adherence to the traditional teleconferencing rules set forth in the Ralph M. Brown Act (“Brown Act”), this waiver was extended through September 30, 2021 by Executive Order N-08-21; and

WHEREAS, on September 16, 2021, Governor Newsom signed into law Assembly Bill No. 361 (“AB 361”), which, until January 1, 2024, authorizes a local agency to use teleconferencing without complying with the teleconferencing requirements imposed by the Brown Act, when a legislative body of a local agency holds a meeting during a declared State of Emergency, as that term is defined, when state or local health officials have imposed or recommended measures to promote social distancing or when the legislative body has determined that meeting in person would present imminent risks to the health or safety of attendees; and

WHEREAS, since the declaration of emergency by LACDPH, LACDPH have issued a series of Health Officer Orders containing mandates and recommendations for keeping individuals safe and preventing the spread of COVID-19; and

WHEREAS, the most recent Health Officer Order, issued by LACDPH on September 28, 2021, states that all individuals and businesses are strongly urged to follow the LACDPH Best Practice Guidance, containing health and safety recommendations for COVID-19; the LACDPH Best Practice Guidance for individuals titled “COVID-19: Reducing Risk, Keeping Safe & Preventing Spread,” in a section titled “How to Reduce the Risk of COVID-19,” states “Keep your distance. Use two arms lengths as your guide (about 6 feet) for social distancing with people outside your household when you are not sure they are fully vaccinated;” and the LACDPH Best Practices to Prevent COVID-19, Guidance for Businesses and Employers, in a section titled “Maintain healthy business operations,” recommends implementation of policies and practices that support physical distancing, stating, “Whenever possible, take steps to reduce crowding indoors and enable employees and customers to physically distance from each other. Generally, at least 6 feet of distance is recommended, although not a guarantee of safety, especially in enclosed or poorly ventilated spaces.”; and

WHEREAS, AB 361 requires legislative bodies that hold teleconferenced meetings under its abbreviated teleconferencing procedures to give notice of the meeting and post agendas, as described, to allow members of the public to access the meeting and address the legislative body, to give notice of the means by which members of the public may access the meeting and offer public comment, including an opportunity for all persons to attend via a call-in option or an internet-based service option, and to conduct the meeting in a manner that protects the statutory and constitutional rights of the parties and the public appearing before the legislative body; and

WHEREAS, AB 361 requires the legislative body take no further action on agenda items when there is a disruption which prevents the public agency from broadcasting the meeting, or in the event of a disruption within the local agency’s control which prevents members of the public from offering public comments, until public access is restored; and

WHEREAS, AB 361 prohibits the legislative body from requiring public comments to be submitted in advance of the meeting and specifies that the legislative body must provide an opportunity for the public to address the legislative body and offer comment in real time; and

WHEREAS, AB 361 prohibits the legislative body from closing the public comment period and the opportunity to register to provide public comment, until the public comment period has elapsed or until a reasonable amount of time has elapsed, as specified; and

WHEREAS, all City Council, Board, and Commission meetings are open and public, as required by the Brown Act, so that any member of the public may attend, participate, and watch the City Council or City Commission conduct their business; and

WHEREAS, the City finds that the continuous spread of COVID-19 throughout the community has caused, and will continue to cause, conditions of peril to the safety of persons within the City that are likely to be beyond the control of the City; and

WHEREAS, the City continues to recommend measures to promote social distancing which include requiring staff and civilians wear masks in City buildings as well as posting COVID-19 safety measures throughout City buildings and on the City’s social media accounts; and

WHEREAS, in light of the continuing State declaration of emergency resulting from the COVID-19 pandemic, the continuing recommendation by Los Angeles County Public Health officials of measures to promote social distancing, and the imminent risks to the health and safety of attendees at meetings conducted in person due to the spread of COVID-19, the City Council desires to make the findings required by AB 361 to allow the City Council and all City Boards and Commissions to continue to meet under AB 361's abbreviated teleconferencing procedures.

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

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

SECTION 2. The City Council hereby considers the conditions of the State of Emergency in the County and City and proclaims that a local emergency in response to the COVID-19 pandemic persists, and finds that local officials, specifically, the Los Angeles County Department of Public Health, has continued to recommend social distancing measures.

SECTION 3. The City Council hereby ratifies the Governor of the State of California's Proclamation of State of Emergency, effective as of its issuance date of March 4, 2020.

SECTION 4. The City Manager or designee and legislative bodies of the City are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, continuing to conduct open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

SECTION 5. This Resolution shall take effect immediately upon its adoption and shall be effective starting October 12, 2021 until the earlier of (i) November 12, 2021, or such time as the City Council adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of the City of La Puente may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

SECTION 6. All portions of this Resolution are severable. If any section, subsection, sentence, clause, phrase or portion of this Resolution is for any reason held invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Resolution.

SECTION 7. That the City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

PASSED, APPROVED AND ADOPTED this 12th day of October, 2021, by the following vote:

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

Charlie Klinakis, Mayor

ATTEST:

Sheryl Garcia, City Clerk

RESPONDING TOGETHER AT WORK AND IN THE COMMUNITY
BEYOND THE BLUEPRINT FOR A SAFER ECONOMY, HIGH TRANSMISSION —
ENCOURAGING COVID-19 VACCINATION COVERAGE
WITH MODERATE RISK REDUCTION MEASURES

Issue Date: Tuesday, September 28, 2021
Effective as of 11:59pm on Thursday, October 07, 2021

Brief Highlights (Changes highlighted in yellow):

- Clarifies that starting November 1, 2021, operators of Outdoor Mega Events are required to cross-check proof of full vaccination or negative COVID-19 viral test result against a photo identification for all attendees who are 18 years of age or older.

Please read this Order carefully.

SUMMARY OF THE ORDER: Since June 15, 2021 and after the retiring of the State's Blueprint for a Safer Economy, community transmission of COVID-19 in Los Angeles County has rapidly increased from Low to High. Based on continuously high daily new cases of COVID-19 to a level that indicates High community transmission of the COVID-19 virus, based on the federal Centers for Disease Control and Prevention (CDC) indicators, this Order continues to require masking by all, regardless of vaccination status, in an effort to slow the continuously high trends in and level of transmission of COVID-19 currently being seen in Los Angeles County.

This Order mainly aligns with the State Public Health Officer Order of June 11, 2021 and continues to place certain safety requirements on individuals consistent with federal and state rules. Further, this Order incorporates by reference the July 26, 2021 Order of the State Public Health Officer, which requires specific transmission prevention measures to be taken by Acute Health Care and Long-Term Care settings, High-Risk Congregate settings, and Other Health Care settings. In addition, this Order continues to require that all persons wear face masks while in indoor public settings and businesses, with limited exceptions, as a precautionary measure with this High level of community transmission. On July 28, 2021, the CDC, and the California Department of Public Health each issued new guidance validating the universal indoor masking requirements of this Order. The CDC's Interim Public Health Recommendations for Fully Vaccinated People advises that "preliminary evidence suggests that fully vaccinated people who do become infected with the Delta variant can spread the virus to others" and therefore recommends that fully vaccinated people should wear a mask in indoor settings if they are in a [geographic] area where there is Substantial or High rates of COVID-19 community transmission. Moreover, the State Public Health Officer recommended universal masking, regardless of vaccination status, in public indoor settings across California. The State Public Health Officer explained that universal indoor masking "adds an extra precautionary measure for all to reduce the transmission of COVID-19, especially in communities currently seeing the highest rates of transmission."

In addition, this Order continues some requirements on businesses and government entities, such as a general requirement to report positive cases in the workplace and in schools, a requirement for signage, and a proof of vaccination or testing negative for COVID-19

requirement to admit people to attend Indoor and Outdoor Mega Events. Also, this Order includes best practice recommendations to reduce COVID-19 risk for individuals, businesses, and government entities.

COVID-19 daily cases and community transmission remain high; on September 28, 2021 alone, Los Angeles County reported 1,147 new cases. As of September 21, 2021, and although the test positivity rate and hospitalizations have declined or appear to be stable, Los Angeles County is also reporting a 7-day daily average case rate of 12.9 cases per 100,000 people. This indicates a continued and high risk of COVID-19 infection for those who are not or cannot be vaccinated against COVID-19. Based upon federal CDC indicators and thresholds, this means that community transmission of COVID-19 within the County of Los Angeles is now High, and highly likely to increase during the coming weeks as we start to move into the Winter months when respiratory viruses, like influenza and SARS-CoV-2, have spread more easily.

Even though more people in Los Angeles County and the region are vaccinated against the virus that causes COVID-19, there remains a risk that people may come into contact with others who may have COVID-19 when outside their residence. There are millions of people in Los Angeles County who are not yet vaccinated against COVID-19, including children under 12 years old who are not currently eligible to be vaccinated, and people who are immuno-compromised and may be particularly vulnerable to infection and disease. Most COVID-19 infections are caused by people who have no or mild symptoms of infection. Variants of the virus that spread more easily or cause more severe illness remain present and have increased in our County. In the absence of physical distancing requirements for the public and capacity limits for indoor and outdoor settings, unvaccinated and partially vaccinated persons are more likely to get infected and spread the virus, which is transmitted through the air and concentrates in indoor settings. We have also seen surges in our County and in other parts of the country and the world, continuously impacting younger adults.

At this time, the current COVID-19 vaccines are effective at helping to reduce the risk of getting and spreading the infection and also of getting seriously ill even if a fully vaccinated person gets COVID-19, including against the current variants of the virus that causes COVID-19. Although no vaccine is 100 percent effective at preventing illness in vaccinated people, the currently authorized COVID-19 vaccines remain the best form of protection against COVID-19. Vaccinations remain widely available to those 12 years and older.

The best way to reduce the current level of community transmission and to prevent future surges is for everyone who is eligible, including those who have recovered from a COVID-19 infection, to get fully vaccinated as soon as possible. People at risk for severe illness with COVID-19, such as unvaccinated older adults and unvaccinated individuals with health risks, and members of their households are strongly urged to get vaccinated against COVID-19 as soon as they can if they have not already done so. Those who are not fully vaccinated are urged to adhere to both the required and recommended risk reduction measures.

We must remain vigilant against variants of the virus that causes COVID-19, especially given High levels of transmission here and in other parts of the world and due to the possibility of a new variant being identified for which the current COVID-19 vaccines may not be effective. Currently, the Delta variant remains predominant in Los Angeles County. The Delta variant is

two times as contagious than early COVID-19 variants and continues to lead to increased infections. Further, recent data suggests that the immune response to COVID-19 vaccination might be reduced in some immunocompromised people, which increases their risk of serious health consequences from COVID-19 infection. It is, therefore, prudent to require continued indoor masking for all as an effective public health measure to reduce transmission between people.

This Order is issued to help slow and improve the High level of community transmission of COVID-19 here in Los Angeles County.

This Order's primary intent is to reduce the transmission risk of COVID-19 in the County for all, especially those who are not fully vaccinated and fully vaccinated but immunocompromised persons, in the absence of other protective measures, like physical distancing requirements and capacity limits. Accordingly, this Order allows Businesses, schools, and other activities to remain open while at the same time putting in place certain requirements designed to (1) limit transmission risk of COVID-19 and (2) contain any COVID-19 outbreaks.

This Order will be revised in the future, if needed, to reflect the State Executive Orders, California Division of Occupational Safety and Health's (better known as Cal/OSHA) worksite requirements, State Public Health Officer Orders and guidance, and CDC recommendations. Should local COVID-19 conditions warrant, the County Health Officer may, after consultation with the Board of Supervisors, issue Orders that are more restrictive than those of the State Public Health Officer.

This Order is effective within the County of Los Angeles Public Health Jurisdiction, defined as all cities and unincorporated areas within the County of Los Angeles, with the exception of the cities of Long Beach and Pasadena that must follow their respective City Health Officer orders and guidance. This Order is effective at 11:59pm on Thursday, October 07, 2021 and will continue until further notice.

**UNDER THE AUTHORITY OF CALIFORNIA HEALTH AND
SAFETY CODE SECTIONS 101040, 101085, AND 120175,
THE COUNTY OF LOS ANGELES HEALTH OFFICER ORDERS:**

1. This Order supersedes the Health Officer's Prior Order.
2. This Order's intent is to continue to protect the community from COVID-19, in particular for those who are not or cannot be fully vaccinated¹ against COVID-19 in the County, in the absence of other protective measures and to increase vaccination rates to reduce spread of COVID-19 long-term, so that the whole community is safer and the COVID-19 pandemic can come to an end. Failure to comply with any of the Order's provisions constitutes an imminent threat and menace to public health, and a public nuisance, and is punishable by citation or fine.

¹ People are considered "fully vaccinated" against COVID-19 two weeks or more after they have received the second dose in a 2-dose series (e.g., Pfizer-BioNTech or Moderna) or 2 weeks or more after they have received a single-dose vaccine (e.g., Johnson and Johnson [J&J]/Janssen).

- a) This Order does not supersede any stricter limitation imposed by a local public entity within the County of Los Angeles Public Health Jurisdiction. The Order is consistent with existing authority that local health jurisdictions may implement or continue more restrictive public health measures if the jurisdiction's Local Health Officer determines that health conditions in that jurisdiction warrant such measures. Where a conflict exists between this Order and any State Public Health Officer Order related to controlling the spread of COVID-19 during this pandemic, the most restrictive provision controls, unless the County of Los Angeles is subject to a court order requiring it to act on, or enjoining it from enforcing, any part of this Order.
3. All persons living within the County of Los Angeles Public Health Jurisdiction should continue to practice required and recommended COVID-19 infection control measures at all times and when among other persons when in community, work, social or school settings, especially when multiple unvaccinated persons from different households may be present and in close contact with each other, especially when in indoor or crowded outdoor settings.
4. **Face Masks.** All individuals must follow the requirements included in both the requirements of this Order and the July 28, 2021 Guidance for the Use of Face Coverings issued by the California Department of Public Health.
 - a) These requirements are aligned with July 28, 2021 recommendations issued by the CDC. The CDC recommendations provide information about both indoor and higher risk settings where masks are required or recommended to prevent transmission to:
 - i. Persons with a higher risk of infection (e.g., unvaccinated or immunocompromised persons),
 - ii. Persons with prolonged, cumulative exposures (e.g., workers), or
 - iii. Persons whose vaccination status is unknown.

When people wear a mask correctly, they protect others as well as themselves. Consistent and correct mask use is especially important indoors and outdoors when in close contact with (less than six feet from) others who are not fully vaccinated against COVID-19 or whose vaccination status is unknown.

- b) Masks are required to be worn by everyone, regardless of COVID-19 vaccination status, in the following settings:
 - i. On public transit (examples: airplanes, ships, ferries, trains, subways, buses, taxis, and ride-shares),
 - ii. In transportation hubs (examples: airport, bus terminal, marina, train station, seaport or other port, subway station, or any other area that provides transportation),
 - iii. Indoors in K-12 schools, childcare and other youth settings,
 - iv. Healthcare settings (including long term care facilities),
 - v. State and local correctional facilities and detention centers,
 - vi. Homeless shelters, emergency shelters, and cooling centers,

- vii. All indoor public settings, venues, gatherings, and public and private businesses (some examples: offices, manufacturing, warehouses, retail, food and beverage services, theaters, family entertainment centers, meetings, and state and local government offices serving the public, Indoor Mega Events, among others), and
 - viii. Outdoor Mega Events.
- c) Recommendation for higher level of protection: In indoor public and private settings where there is close contact with other people who may not be fully vaccinated, individuals should consider wearing a higher level of protection, such as wearing two masks (“double masking”) or a wearing a respirator (e.g., KN95 or N95). This is particularly important if an individual is not fully vaccinated and is in an indoor or crowded outdoor setting.
- d) Individuals, businesses, venue operators or hosts of public indoor settings, venues, gatherings, and businesses, and Outdoor Mega Events must:
 - i. Require all patrons, customers, and guests to wear masks when inside at all indoor settings and at Outdoor Mega Events, regardless of their vaccination status; and
 - ii. Post clearly visible and easy to read signage, with or without having an employee present, at all entry points for indoor and outdoor settings to communicate the masking requirements for patrons, customers, and guests.
- e) For clarity, patrons, customers, or guests at public indoor settings, venues, gatherings, and public and private businesses, and at Outdoor Mega-Events are required to wear a face mask except while:
 - i. Actively eating or drinking, which is the limited time during which the mask can be removed briefly to eat or drink, after which it must be immediately put back on. Patrons, customers, or guests must be seated at a table or positioned at a stationary counter, ticketed seat, or place while actively eating or drinking.
 - ii. Showering or engaging in personal hygiene or a personal care service that requires the removal of the face mask;
 - iii. Alone in a separate room, office or interior space;
- f) Special considerations are made for people with communication difficulties or certain disabilities. Clear masks or cloth masks with a clear plastic panel that [fit well](#) are an alternative type of mask for people who interact with: people who are deaf or hard of hearing, children or students learning to read, people learning a new language, and people with disabilities.
- g) All businesses, venue operators or hosts must implement measures to clearly communicate to non-employees the masking requirements on their premises.
- h) No person can be prevented from wearing a mask as a condition of participation in an activity or entry into a business.
- i) The categories of persons who are exempt from mask requirements remain unchanged at this time and can be found at <http://publichealth.lacounty.gov/acd/ncorona2019/masks/#notwear>. In workplaces,

certain employees may be exempt from wearing a mask when performing specific tasks which cannot feasibly be performed while wearing a mask. This exception is limited to the period of time in which such tasks are actually being performed. Workers who cannot feasibly wear a mask while performing their work must be tested for COVID-19 at least twice per week, unless the employer is provided proof of the employee's full vaccination against COVID-19 or proof of recovery from laboratory-confirmed COVID-19 within the past 90 days against COVID-19.

- j) In workplaces, most employers and businesses are subject to the Cal/OSHA COVID-19 [Emergency Temporary Standards \(ETS\)](#) and some to the [Cal/OSHA Aerosol Transmissible Diseases Standards](#), and should consult those regulations for additional applicable requirements. The ETS allow local health jurisdictions to require more protective mandates. This County Health Officer Order, which requires masking of all individuals at indoor public settings and businesses, and Outdoor Mega-Events, regardless of vaccination status, is a such a mandate in Los Angeles County, and overrides the more permissive ETS regarding employee² masking.
- k) All employers and businesses subject to Cal/OSHA must review and comply with the active Cal/OSHA COVID-19 Prevention Emergency Temporary Standards (ETS). As approved and effective, the full text of the COVID-19 Prevention emergency standards will be listed under [Title 8, Subchapter 7, sections 3205-3205.4](#) of the California Code of Regulations. All businesses or employers with independent contractors should also review the State Labor Commissioner's Office webpage entitled, "[Independent contractor versus employee](#)", which discusses the "employment status" of persons hired as independent contractors, to ensure correct application of the ETS.

5. Mandatory Reporting by Businesses and Governmental Entities. Persons and businesses within the County of Los Angeles Public Health Jurisdiction must continue to follow the COVID-19 infection control protocols and guidance provided by the County Department of Public Health regarding isolation of persons confirmed or suspected to be infected with the virus that causes COVID-19 disease or quarantine of those exposed to and at risk of infection from COVID-19. In instances where the County has not provided a specific guidance or protocol, specific guidance or protocols established by the State Public Health Officer shall control.

- a) In the event that an owner, manager, or operator of any business knows of three (3) or more cases of COVID-19 among their employees within a span of 14 days, the employer must report this outbreak to the Department of Public Health at (888) 397-3993 or (213) 240-7821, or online at www.redcap.link/covidreport.
- b) In the event that an owner, manager, or operator of any business is informed that one or more employees, assigned or contracted workers, or volunteers of the business has tested positive for, or has symptoms consistent with COVID-19 (case), the employer must have a protocol to require the case(s) to isolate themselves at home and require the immediate self-quarantine of all employees that had a workplace exposure to the case(s).

² Some independent contractors are considered as employees under the State Labor Code. For more details, check the California Department of Industrial Relations' [Independent contractor versus employee](#) webpage.

6. **LACDPH Best Practice Guidance.** All individuals and Businesses are strongly urged to follow the LACDPH Best Practice Guidance, containing health and safety recommendations for COVID-19.
7. **Considerations for Persons at Higher Risk for Negative Health Outcomes:** At this time, people at risk for severe illness or death from COVID-19—such as unvaccinated older adults and unvaccinated individuals with health risks—and members of their household, should defer participating in activities with other people outside their household where taking protective measures, including wearing face masks and social distancing, may not occur or will be difficult, especially indoors or in crowded spaces. For those who are not yet fully vaccinated, staying home or choosing outdoor activities as much as possible with physical distancing from other households whose vaccination status is unknown is the best way to prevent the risk of COVID-19 transmission.
8. **Encourage Activities that Can Occur Outdoors.** All Businesses and governmental entities are urged to consider moving operations or activities outdoors, where feasible and to the extent allowed by local law and permitting requirements, because there is generally less risk of COVID-19 transmission outdoors as opposed to indoors.
9. **Ventilation Guidelines.** All Businesses and governmental entities with indoor operations are urged to review the Ventilation Guidelines and implement ventilation strategies for indoor operations as feasible. See California Department of Public Health [Interim Guidance for Ventilation, Filtration and Air Quality in Indoor Environments](#) for detailed information. Nothing in this Order limits any ventilation requirements that apply to particular settings under federal, state, or local law.
10. **High-Risk Health Care and Congregate Settings.** This Order incorporates by reference the State Public Health Officer Order of July 26, 2021, which requires additional statewide facility-directed measure to protect particularly vulnerable populations. The Order is found here: [State Public Health Officer Order issued July 26, 2021](#)
11. **Sectors that Continue to Require Additional Risk Reduction Measures.** The following sectors serve persons and populations that have lower rates of vaccination, who are at higher risk of being infected, or who are not yet eligible to be vaccinated. As such, these sectors continue to require additional risk reduction measures and must operate subject to the following conditions listed below and those specified in the County sector-specific reopening protocol(s) located at <http://publichealth.lacounty.gov/media/Coronavirus/index.htm>:
 - a) **Day camps.** Day camp owners and operators must implement and post the required Los Angeles County Department of Public Health Reopening Protocol for Day Camps, attached to this Order as **Appendix K**.
 - b) **Schools (K-12) and School Districts.** All public and private schools (K-12) and school districts within the County of Los Angeles may open for in-person classes. Educational facilities serving students at any grade level must prepare, implement and post the required Los Angeles County Department of Public Health Reopening Protocols for K-12 Schools, attached to this Order as **Appendix T1**, and must follow the Protocol for

COVID-19 Exposure Management Plan in K-12 Schools, attached to this Order as Appendix T2.

- c) **Mega Events (Outdoor and Indoor)**. Mega Events are characterized by large crowds greater than 1,000 indoor or 10,000 outdoor attendees. Mega Events include conventions, conferences, expos, concerts, shows, nightclubs, sporting events, live events and entertainment, fairs, festivals, parades, theme parks, amusement parks, water parks, large private events or gatherings, marathons or endurance races, and car shows. Mega Events may have either assigned or unassigned seating, and may be either general admission or gated, ticketed and permitted events. These events are considered higher risk for COVID-19 transmission.
- i. **Indoor Mega Events**: Indoor Mega Events where 1,000 or more people are in attendance, remain open to the public. In addition to the public health recommendations, Indoor Mega Event operators must verify the full vaccination status³ or pre-entry negative COVID-19 viral test⁴ result of all attendees. Attendees must wear a face covering while indoors at an Indoor Mega Event. Indoor Mega Event operators must prominently place information on all communications, including reservation and ticketing systems, to ensure guests are aware of the proof of pre-entry negative testing or full vaccination status, including masking requirements, and acceptable modes of verification. For Indoor Mega Events taking place on or after September 20, 2021, self-attestation can no longer be used as a method to verify an attendee's status as fully vaccinated or as proof of a negative COVID-19 test result.
 - ii. **Outdoor Mega Events**: Outdoor Mega Events that attract crowds of over 10,000 persons, remain open to the public. Beginning October 7, 2021, Outdoor Mega Event operators of events that are ticketed or held in a defined space with controlled points of entry must verify the full vaccination status (see footnote 3) or pre-entry negative COVID-19 viral test (see footnote 4) result of all attendees, ages 12 and older, prior to entry to the event. All attendees must wear face masks at all times, except when actively eating or drinking. Outdoor Mega Event operators must prominently place information on all communications, including reservation and ticketing systems, to ensure guests are aware of both the County Health Officer's Order that all persons must wear a face mask while in attendance and the County Health Officer requirement that all attendees, ages 12 and older, either be fully vaccinated against COVID-19 or obtain a negative COVID-19 viral test prior to attending the event. **Beginning November 1, 2021, operators are required to cross-check proof of full vaccination or negative COVID-19 viral test result against a photo**

³ The following are acceptable as proof of full vaccination status: 1) A photo identification of the attendee and 2) their vaccination card (which includes name of person vaccinated, type of COVID-19 vaccine provided and date last dose administered) OR a photo of a vaccination card as a separate document OR a photo of the attendee's vaccine card stored on a phone or electronic device OR documentation of the person's full vaccination against COVID-19 from a healthcare provider.

⁴ Pre-entry negative testing is testing that must be conducted within 72 hours before event start time (both PCR and antigen are acceptable). Results of the test must be available prior to entry into the event or venue. The following are acceptable as proof of a negative COVID-19 viral test result: 1) A photo identification of the attendee and 2) a printed document from the test provider or laboratory OR an email or text message displayed on a phone from the test provider or laboratory. The information should include person's name, type of test performed, and negative test result (date of test must be within prior 72 hours).

identification for all attendees who are 18 years of age or older. Operators are to make face masks available for all attendees.

iii. **Additional Recommendations for Both Outdoor and Indoor Mega**

Events: Mega Event operators are encouraged to follow these additional recommendations:

1. Assign staff to remind all guests to wear face masks while on the premises or location.
2. Encourage everyone to get vaccinated when eligible.
3. Facilitate increased ventilation of indoor spaces (i.e., open all windows and doors to increase natural air flow), following California Department of Public Health [Interim Guidance for Ventilation, Filtration and Air Quality in Indoor Environments](#).
4. Encourage everyone to sign up for [CA Notify](#) as an added layer of protection for themselves and the community to receive alerts when they have been in close contact with someone who tests positive for COVID-19.
5. Convey the risk of attending large, crowded events where the vaccine status of other attendees may be unknown to the individuals.
6. Convey the risk of attending large, crowded events for populations that may not currently be eligible for vaccination or may be immunocompromised and whose vaccine protection may be incomplete.
7. Encourage all venues along any parade or event route to provide outdoor spaces for eating/drinking/congregating to reduce the risk of transmission in indoor settings.

- d) **Overnight Organized / Children's Camps.** An organized camp is a site with program and facilities established for the primary purpose of providing an overnight outdoor group living experience for recreational or other purposes for five days or more during one or more seasons of the year. A Notice of Intent to Operate must be submitted by the Camp operator to the Environmental Health Division Communityhealth@ph.lacounty.gov prior to operation. The owner or operator of an Overnight Organized/ Children's Camp must prepare, implement, and post the required Los Angeles County Public Health Protocols for Overnight Organized / Children's Camps, attached to this Order as **Appendix K-1**.
- e) **Organized Youth Sports Activities.** Organized youth sports include all school (TK-12 Grades) and community-sponsored programs and recreational or athletic activities and privately organized clubs and leagues. Organized Youth Sport Protocols do not apply to collegiate or professional sports. This Protocol provides direction on outdoor and indoor youth sports activities to support an environment that presents less risk for participants of these sports. The organizers and operators of Organized Youth Sport Activities must review, implement, and post the required Los Angeles County Public Health Protocol for Organized Youth Sports, effective September 1, 2021, attached to this Order as **Appendix S**.

- f) **Bars, Breweries, Wineries and Distilleries.** Effective October 7, 2021, bars that have a low-risk food facility public health permit and breweries, wineries, and distilleries with a #1, #2, #4, #23 and/or #74 state alcohol license that do not possess or that are not required to have a public health permit to operate must require patrons, who are 12 years of age or older, to provide proof of their COVID-19 vaccination status for entry. Between October 7 and November 3, 2021, all patrons must provide proof they have received at least one dose of COVID-19 vaccination for entry into the facility to obtain indoor service at a bar, brewery, winery, or distillery. Beginning November 4, 2021, all bars, breweries, wineries, and distilleries must require patrons, who are 12 years of age or older, to provide proof of full vaccination against COVID-19 for entry into the facility to obtain indoor service. Patrons who do not provide proof of vaccination against COVID-19, as specified, may be served in and use the outdoor portions of the facility, where the risk of exposure to the virus that causes COVID-19 is less likely when compared to being indoors. See paragraph 11.i for further clarification. Bars, breweries, wineries, and distilleries must comply with the [Guidance for Verifying Proof of COVID-19 Vaccination](#) and [Guidance for Verifying Proof of a Negative COVID-19 Test](#) attached to this Order. In addition, by November 4, 2021, all on-site employees must provide their employer with proof of full vaccination against COVID-19.⁵
- g) **Nightclubs and Lounges.** Effective October 7, 2021, nightclubs and lounges⁶ that are open only to persons 18 years of age or older, must require patrons and on-site personnel to provide proof of their COVID-19 vaccination status for entry. Between October 7 and November 3, 2021, patrons must provide proof they have received at least one dose of COVID-19 vaccination for entry into the facility to obtain indoor service at a nightclub or lounge. Beginning November 4, 2021, all nightclubs and lounges must require patrons to provide proof of full vaccination for entry into the facility to obtain indoor service. Patrons who do not provide proof of full vaccination against COVID-19 may be served in outdoor portions of the facility, where the risk of exposure to COVID-19 is less likely when compared to indoors. Nightclubs and lounges must comply with the [Guidance for Verifying Proof of COVID-19 Vaccination](#) and [Guidance for Verifying Proof of a Negative COVID-19 Test](#) attached to this Order. In addition, by November 4, 2021, all

⁵ On-site employees of the bars, breweries, wineries, distilleries, nightclubs and lounges may be exempt from the vaccination requirements only upon providing their employer, a declination form, signed by the individual stating either of the following: (1) the worker is declining vaccination based on sincerely held religious beliefs, or (2) the individual is excused from receiving any COVID-19 vaccine due to Qualifying Medical Reasons.

- a. To be eligible for a Qualified Medical Reasons exemption the individual must also provide to their employer a written statement signed by a physician, nurse practitioner, or other licensed medical professional practicing under the license of a physician stating that the individual qualifies for the exemption (but the statement should not describe the underlying medical condition or disability) and indicating the probable duration of the worker's inability to receive the vaccine (or if the duration is unknown or permanent, so indicate). See the most updated version of the [CDC's Interim Clinical Considerations for Use of COVID-19 Vaccines guidance](#).
- b. If an operator of a bar, brewery, winery, distillery, nightclub or lounge deems its on-site employee to have met the requirements of an exemption, the unvaccinated exempt employee must meet the following requirements when entering or working in such facility:
 - a. Test for COVID-19 at least once per week with either polymerase chain reaction (PCR) or antigen test that either has Emergency Use Authorization (EUA) by the U.S. Food and Drug Administration or be operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services.
 - b. Wear a surgical mask or higher-level respirator approved by the National Institute of Occupational Safety and Health (NIOSH), such as an N95 filtering facepiece respirator, at all times while in the bar, brewery, winery, distillery, nightclub or lounge.

⁶ Nightclub means a commercial establishment dispensing beverages for consumption on the premises and in which dancing is permitted or entertainment is provided, and/or has as its primary source of revenue (a) the sale of alcohol for consumption on the premises, (b) cover charges, or (c) both. A lounge is defined as a business that operates primarily for the preparation, sale, and service of beer, wine, or spirits. Minors are not allowed in a lounge.

on-site employees must provide their employer with proof of full vaccination against COVID-19 (see footnote 5).

- h) **Restaurants.** These indoor venues serve food or drink indoors and are required to maintain a valid public health permit to operate. Due to the increased risk of transmission at places where persons are indoors and unmasked, the County Health Officer strongly recommends that the operators of these venues reserve and prioritize indoor seating and service for patrons who are fully vaccinated against COVID-19. They should verify the full vaccination status of all patrons, 12 years of age or older, who will be seated indoors for food or beverage service. Patrons who cannot provide proof of full vaccination against COVID-19 should be served in outdoor portions of the facility, where the risk of exposure to the virus that causes COVID-19 is less likely when compared to being indoors. See paragraphs 11.i.a through 11.i.c for further clarification.
- i) For clarity, individuals who do not provide proof of partial or full vaccination at bars, breweries, wineries, distilleries, nightclubs and lounges, may use the outdoor portions of the facility, but may not remain inside the facility except as solely provided in the subsections below:
 - a. The individual, who is wearing a well-fitted mask, may enter the indoor portion of the facility as part of their employment to make a delivery or pick-up, provide a service or repair to the facility, or for an emergency or regulatory purpose.
 - b. The individual, who is wearing a well-fitted mask, may enter the indoor portion of the facility to get to the outdoor portion of the facility or to use the restroom.
 - c. The individual, who is wearing a well-fitted mask, may enter the indoor portion of the facility to order, pick-up, or pay for food or drink “to go.”

REASONS FOR THE ORDER

12. This Order is based upon the following determinations: continued evidence of sustained and High community transmission of COVID-19 within the County; documented asymptomatic transmission; scientific evidence and best practices regarding the most effective approaches to slow the transmission of communicable diseases generally and COVID-19 specifically; evidence that millions of people in the County population continue to be at risk for infection with serious health complications, including hospitalizations and death from COVID-19, due to age, pre-existing health conditions, being unvaccinated or not eligible for vaccination, and the increasing presence of more infectious variants of the virus that causes COVID-19 and which have been shown to cause more severe disease being present in the County; preliminary evidence that suggests that fully vaccinated people who do become infected with the Delta variant can spread the virus to others; and further evidence that other County residents, including younger and otherwise healthy people, are also at risk for serious negative health outcomes and for transmitting the virus to others. The Order’s intent is to continue to reduce the risk of COVID-19 infection for all, especially those who are not or cannot be fully vaccinated against COVID-19 in the County.

13. Existing community transmission of COVID-19 in Los Angeles County remains High and continues to present a high risk of infection and harm to the health of those who are not or cannot be vaccinated against COVID-19. COVID-19 vaccinations are widely available to those 12 years and older, but as of August 8, 2021, nearly 2.5 million eligible people age 12 years and older in our community have not received a COVID-19 vaccination and remain susceptible to infection, in addition to the approximately 1.4 million children under the age of 12 years who are not currently eligible to receive a COVID-19 vaccination. New variants of the virus that may spread more easily or cause more severe illness are increasingly present in our county and remain a high risk for those who are not vaccinated against COVID-19 in the absence of other community mitigation measures, like physical distancing requirements and capacity limits in indoor and outdoor settings. As of, **September 28, 2021**, there have been at least **1,456,275** cases of COVID-19 and **26,047** deaths reported in Los Angeles County. Increased interactions among members of the public have resulted in an increased number of daily new cases. As of **September 21, 2021**, the 7-day average daily case rate **is now at 12.9** cases per 100,000 people, indicating High community transmission, in the absence of capacity limits and physical distancing requirements across sectors in both indoor and outdoor settings. Making the risk of community transmission worse, some individuals who contract the COVID-19 virus have no symptoms or have only mild symptoms, and so are unaware that they carry the virus and are transmitting it to others. Because even people without symptoms can transmit the virus, and because new evidence shows the infection is now more easily spread, universal indoor masking is a risk reduction measure that is proven to reduce the risk of transmitting the virus.

14. Epidemiologic evidence demonstrates that the rate of community transmission, hospitalizations and testing positivity rates have all drastically increased since June 15, 2021. Although more than **12,345,075** vaccine doses have been administered and more than **6,062,928** residents ages 12 and older are fully vaccinated against COVID-19 in Los Angeles County, COVID-19 infection remains a significant health hazard to all residents.

In line with the State Public Health Officer, the Health Officer will continue to monitor scientific evidence and epidemiological data within the County.

15. The Health Officer will continue monitoring epidemiological data to assess the impact of lifting restrictions and fully re-opening sectors. Those Indicators include, but are not limited to:
- a) The number of new cases, hospitalizations, and deaths among residents in areas in the lowest Healthy Places Index (HPI) quartile and by race/ethnicity.
 - b) The COVID-19 case rate.
 - c) The percentage of COVID-19 tests reported that are positive.
 - d) The availability of COVID-19 vaccines and the percentage of eligible County residents vaccinated against COVID-19.
 - e) The number of fully vaccinated people who get sick, are hospitalized, or die from COVID-19.

ADDITIONAL TERMS

16. The County shall promptly provide copies of this Order by: (a) posting it on the Los Angeles Department of Public Health's website (www.publichealth.lacounty.gov), (b) posting it at the Kenneth Hahn Hall of Administration located at 500 West Temple Street, Los Angeles, CA 90012, (c) providing it to any member of the public requesting a copy, and (d) issuing a press release to publicize the Order throughout the County.
- a) The owner, manager, or operator of any facility that is likely to be impacted by this Order is strongly encouraged to post a copy of this Order onsite and download, review and implement all applicable Best Practice Guidance.
 - b) Because guidance may change, the owner, manager, or operator of any facility that is subject to this Order is encouraged to consult the Los Angeles County Department of Public Health's website (www.publichealth.lacounty.gov) daily to identify any modifications to this Order and the Best Practice Guidance and continue to implement these important and necessary infection control protocols.
17. If any subsection, sentence, clause, phrase, or word of this Order or any application of it to any person, structure, gathering, or circumstance is held to be invalid or unconstitutional by a decision of a court of competent jurisdiction, then such decision will not affect the validity of the remaining portions or applications of this Order.
18. This Order incorporates by reference, the March 4, 2020 Proclamation of a State of Emergency issued by Governor Gavin Newsom and the March 4, 2020 declarations of a local and public health emergency issued by the Los Angeles County Board of Supervisors and Los Angeles County Health Officer, respectively, and as they may be supplemented.
19. This Order may be revised in the future as the State Public Health Officer amends its guidance to reflect evolving public health conditions and recommendations issued by the federal CDC and other public health authorities. Should local COVID-19 conditions warrant, the Health Officer may, after consultation with the Board of Supervisors, issue orders that are more restrictive than the guidance and orders issued by the State Public Health Officer.
20. This Order is consistent with the provisions in the Governor's Executive Order N-60-20 and the State Public Health Officer's May 7, 2020 Order, that local health jurisdictions may implement or continue more restrictive public health measures in the jurisdiction if the local health officer believes conditions in that jurisdiction warrant them. Where a conflict exists between this Order and any state public health order related to controlling the spread of COVID-19 during this pandemic, the most restrictive provision controls. Consistent with California Health and Safety Code section 131080, except where the State Health Officer may issue an order expressly directed at this Order or a provision of this Order and based upon a finding that a provision of this Order constitutes a menace to the public health, any more restrictive measures in this Order may continue to apply and control in the County of Los Angeles Public Health Jurisdiction.

**COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
ORDER OF THE HEALTH OFFICER**



21. Pursuant to Sections 26602 and 41601 of the California Government Code and Section 101029 of the California Health and Safety Code, the Health Officer requests that the Sheriff and all chiefs of police in all cities located in the Los Angeles County Public Health Jurisdiction ensure compliance with and enforcement of this Order. The violation of any provision of this Order constitutes an imminent threat and menace to public health, constitutes a public nuisance, and is punishable by fine, imprisonment or both.
22. This Order is issued pursuant to Health and Safety Code sections 101040, 120175, and 120295.
23. This Order shall become effective at 11:59pm on Thursday, October 07, 2021 and will continue to be until it is revised, rescinded, superseded, or amended in writing by the Health Officer.

IT IS SO ORDERED:

9/28/2021

Muntu Davis, M.D., M.P.H.

Issue Date

Health Officer,
County of Los Angeles

Appendices At-A-Glance

Businesses and customers should continue reviewing best practice documents and sector-specific protocol for designated areas on a regular basis to ensure they are complying with the latest health protection and prevention measures.

All DPH protocol and best practice documents are available at:

<http://publichealth.lacounty.gov/media/Coronavirus/index.htm>

- Appendix K:** Reopening Protocol for Day Camps [Revised 6/23/2021]
- Appendix K-1:** Reopening Protocol for Overnight Organized/ Children's Camps [Revised 6/14/2021]
- Appendix S:** Protocol for Organized Youth Sports [Revised 9/27/2021]
- Appendix T1:** Reopening Protocols for K-12 Schools [Revised 8/12/2021]
- Appendix T2:** Protocol for COVID-19 Exposure Management Plan in K-12 Schools [Revised 9/17/2021]



City of La Puente AGENDA REPORT

To: Mayor and City Council

For meeting of: October 12, 2021

From: Victor M. Ponto, City Attorney

SUBJECT: CONSIDERATION OF SECOND AMENDMENT TO THE EMPLOYMENT AGREEMENT WITH ROBERT C. LINDSEY FOR CITY MANAGER SERVICES

BACKGROUND AND DISCUSSION

The City Council appointed Robert C. Lindsey as the Transition Manager on or about October 23, 2018, and as the City Manager, on or about November 13, 2018, effective on January 1, 2019.

On November 13, 2019, the City and Mr. Lindsey negotiated a First Amendment to the subject employment agreement. The subject First Amendment was presented and approved by the City Council at its Regular Meeting of November 13, 2019.

Based on Mr. Lindsey's performance, direction was given to the City Attorney's office to amend Mr. Lindsey's employment agreement, to increase his salary to \$225,750.00 effective on January 1, 2021 and to extend the term of his employment agreement to expire on or about December 31, 2021. The current agreement is set to expire on December 31, 2021.

Based on the forgoing, the City and Mr. Lindsey wish to enter into a Second Amendment to the subject agreement subject to the following modifications:

1. Term: The proposed term of the Second Amendment shall become effective on January 1, 2022 and will remain in full force and effect until December 31, 2023 ("Term"). The Parties may, upon mutual agreement, extend the Term of this agreement for one (1) two-year term, prior the expiration of the Term of this Agreement. Upon mutual agreement, the Parties shall request that Mr. Lindsey train and assist an incoming City Manager for a term not to exceed 60 days.
2. Compensation: Commencing on January 1, 2022, the City would agree to pay Mr. Lindsey, for his services rendered at an annual rate of Two Hundred Thirty-Four Thousand Seven Hundred Eighty Dollars (\$234,780.00) (hereinafter, the "Not-to-Exceed Sum"), subject to a positive annual performance review. On January 1, 2023, the City may agree to pay Mr. Lindsey, for his services at an annual rate of Two Hundred Thirty-Nine Thousand Four Hundred Seventy-Five Dollars (\$239,475.00), subject to a positive annual performance review.
3. Insurance: During the term of the agreement, the parties would agree that the City shall provide Mr. Lindsey with the budgeted and allocated medical benefits for the position of City Manager to be payable either by utilization for applicable medical programs, benefits or associated medical uses or as payable as base salary benefit as directed by the Mr. Lindsey.

The City would pay the monthly premiums for life insurance to cover Mr. Lindsey. Life insurance coverage shall be equal to 100% of Employee's annual salary. Any insurance coverage(s) shall be provided in the same manner as offered to all other employees of the City.

FISCAL IMPACT

Mr. Lindsey's current annual salary is \$225,750 and will remain as such through and including December 31, 2021. Effective on January 1, 2022, his salary will increase to an annual salary of \$234,780 in addition to any benefits set forth in the agreement. Commencing on January 1, 2023, his salary will increase to an annual salary of \$239,475 in addition to any benefits set forth in the agreement.

RECOMMENDATION

It is recommended that the City Council provide direction to Staff.

ATTACHMENTS

Attachment "A": Amendment

SECOND AMENDMENT
TO AGREEMENT EMPLOYMENT AGREEMENT NO. 18-1345

(Robert C. Lindsey, City Manager Services)

THIS SECOND AMENDMENT (“Second Amendment”) to that certain agreement entitled “Employment Agreement No. 18-1345” dated as of November 13, 2021, is hereby made and entered into this 1st day of January 2022 (the “Effective Date”) by and between the City of La Puente, a municipal corporation (hereinafter, “City”) and Robert C. Lindsey (hereinafter, “Employee”). For purposes of this Second Amendment, the capitalized term “Parties” shall be a collective reference to the City and Employee and the capitalized term “Party” shall refer to the City or Employee interchangeably, as appropriate.

RECITALS

This Second Amendment is made and entered into with respect to the following facts:

WHEREAS, on or about November 13, 2018, the Parties executed and entered into that certain agreement entitled “Employment Agreement No. 18-1345” (hereinafter, the “Master Agreement”) to provide City Manager services. The Master Agreement is attached and incorporated hereto as **Exhibit “A”**; and

WHEREAS, the First Amendment was approved by the City Council at its regular meeting of November 12, 2019. The First Amendment is attached and incorporated hereto as **Exhibit “B”**;

WHEREAS, the Parties now wish to further amend the terms of the Master Agreement as set forth below; and

WHEREAS, this Second Amendment was approved by the City Council at its regular meeting of October 12, 2021.

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

1. Subsection II.A. TERM – the subsection set forth below shall be amended in its entirety to read as follows:
 - A. “The term of this Agreement shall become effective on January 1, 2022 and will remain in full force and effect until December 31, 2023 (“Term”). The Parties may, upon mutual agreement, extend the Term of this agreement for one (1) two-year term, prior the expiration of the Term of this Agreement. Nothing in this section shall operate to prohibit or otherwise restrict the City’s ability to terminate this Agreement at any time for convenience or for cause. Upon mutual agreement, the Parties shall request that the Employee train and

assist an incoming City Manager for a term not to exceed 60 days.”

2. Subsection III.A., COMPENSATION – the subsection set forth below shall be amended in its entirety to read as follows:

- A. “On January 1, 2022, the City agrees to pay Employee for his services rendered herein at an annual rate of Two Hundred Thirty-Four Thousand Seven Hundred Eighty Dollars (\$234,780.00) (hereinafter, the “Not-to-Exceed Sum”), subject to a positive annual performance review. On January 1, 2023, the City agrees to pay Employee for his services rendered herein at an annual rate of Two Hundred Thirty-Nine Thousand Four Hundred Seventy-Five Dollars (\$239,475.00), subject to a positive annual performance review. In the event the Council decides to terminate this Agreement as provided in this Agreement, Employee shall not be entitled to severance pay as set forth herein.”

3. Subsection VII. INSURANCE – the subsection set forth below shall be amended in its entirety to read as follows:

“During the Term of this Agreement, the Parties agree that the City shall provide Employee with the budgeted and allocated medical benefits for the position of City Manager to be payable either by utilization for applicable medical programs, benefits or associated medical uses or as payable as base salary benefit as directed by the Employee. The City shall pay the monthly premiums for life insurance to cover Employee. Life insurance coverage shall be equal to 100% of Employee’s annual salary. Any insurance coverage(s) shall be provided in the same manner as offered to all other employees of the City.”

4. Except as otherwise set forth in this Second Amendment the Master Agreement shall remain binding, controlling, and in full force and effect. This Second Amendment, together with the Master Agreement, shall constitute the entire, complete, final, and exclusive expression of the Parties with respect to the matters addressed in both documents.
5. The provisions of this Second Amendment shall be deemed a part of the Master Agreement and except, as otherwise provided under this Second Amendment, the Master Agreement and all provisions contained therein shall remain binding and enforceable. In the event of any conflict or inconsistency between the provisions of this Second Amendment and the provisions of the Master Agreement, the provisions of this Second Amendment shall control, but only in so far as such provisions conflict with the Master Agreement and no further.

[SIGNATURES FOLLOW ON NEXT PAGE]

CITY OF LA PUENTE:

By: _____
Charlie Klinakis, Mayor

**EMPLOYEE:
Robert C. Lindsey**

By: _____

Name: _____

Title: _____

ATTEST:

By: _____
Sheryl Garcia, City Clerk

APPROVED AS TO FORM:

By: _____
Victor M. Ponto, City Attorney

EXHIBIT A
MASTER AGREEMENT

EMPLOYMENT AGREEMENT No. 18-1345

This Employment Agreement No. 18-1345 (the "Agreement") is made and entered into as of this 13th day of November 2018 ("Effective Date") by and between the City of La Puente, State of California, a municipal corporation (hereinafter, the "City") and Robert C. Lindsey, an individual, (hereinafter, "Employee"). City and Employee are hereinafter collectively referred to as the "Parties" and individually as "Party."

RECITALS

The City desires to employ the services of Employee in the capacity of City Manager and further desires to assure the service of Employee by establishing herein certain salary and limited benefits, and other terms and conditions of his employment.

Employee desires to accept employment as Interim City Manager effective immediately and as City Manager effective on January 1, 2019, (collectively, "City Manager") under the terms and conditions set forth below.

NOW THEREFORE, in consideration of the mutual covenants, promises, and representations hereinafter set forth, the parties hereto do now agree as follows:

SECTION I **DUTIES**

A. The City hereby agrees to employ Employee as City Manager conferring upon and delegating to Employee the overall responsibility for management and administration of the City as set forth in the La Puente Municipal Code hereinafter ("Code") and to perform such other legally permissible and proper duties and functions as the La Puente City Council hereinafter ("City Council") may from time to time assign.

B. Employee accepts employment as City Manager and agrees to serve as such commencing on the Effective Date. Employee shall serve as an officer of the City pursuant to the authority set forth in Government Code Section 36501, *et seq.*, and Chapter 2.08 of the Code. Employee, as permitted by law, also shall serve, during the term of this Agreement, pursuant to Chapter 2.12 of the Code, as the City's Treasurer. Employee shall be responsible for attending all regular, adjourned regular and special City Council and Successor Agency meetings, which are generally held on the second and fourth Tuesdays of each month, all City Council agenda meetings, Department Head meetings, and any Oversight Board meetings and provide regularly scheduled office hours at City Hall five (5) days per week or as otherwise approved by the City Council. The Parties agree that this Agreement supersedes and rescinds any other agreement between the City and Employee, including the Transition Agreement, made and effective as October 16, 2018, and the Parties waive any notice requirements regarding termination or rescission of the Transition Agreement.

C. Employee shall perform his duties to the best of his ability in accordance with the highest professional and ethical standards of the profession. He shall comply with and carry out the City's rules and regulations and he shall obey the laws of the State of California and the United States of America as they apply to the performance of his duties.

D. Employee shall devote his full energies, interest, abilities and productive time to the performance of this Agreement and shall not, without the City's prior written consent, render services of any kind to others for compensation or engage in any other activity more than four (4) hours per week which would materially interfere with the performance of his duties under this Agreement.

E. Employee shall not engage in any activity which is or may become a conflict of interest with his obligations to the City or which might create an incompatibility of office as defined under California law. He shall also complete and file financial disclosure statements immediately upon entry into his employment and annually thereafter pursuant to California law.

SECTION II

TERM

A. The term of this Agreement shall become effective on the Effective Date, and will remain in full force and effect until December 31, 2020, unless otherwise terminated as set forth herein. On or before September 30, 2020, the Parties may extend this Agreement for an additional two (2) years on terms and conditions approved by both Parties. In the event the Parties do not extend this Agreement beyond December 31, 2020, or the Council does not terminate the services of Employee prior to December 31, 2020, Employee shall not be entitled to severance pay as set forth herein.

B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Council to terminate the services of Employee at any time, subject only to the provisions set forth in Section IV, paragraphs (A) and (B), of this Agreement.

C. The parties recognize and affirm that: 1) Employee is an "at will" employee whose employment may be terminated by the City without cause; 2) there is no express or implied promise made to Employee for any form of continued employment; and 3) this Agreement is the sole and exclusive basis for an employment relationship between Employee and the City.

D. Employee agrees to remain in the exclusive employ of the City during the term of this Agreement. This Agreement shall not be construed to preclude incidental and occasional teaching, writing or consulting performed by Employee. Furthermore, this Agreement shall not be construed to preclude volunteer work performed by Employee, so long as the provisions set forth in Section I, paragraphs (D) and (E) of this Agreement are not violated.

SECTION III

COMPENSATION

A. On the Effective Date, the City agrees to pay Employee for his services rendered hereunder at an annual rate of Two Hundred Fifteen Thousand 00/100 Dollars (\$215,000.00), which sum shall be considered the base salary and shall be payable in installments at the same times as the City's other employees are paid, and subject to customary withholdings.

B. The City agrees to consider adjusting said base salaries and other benefits of Employee, in the City's sole discretion, subject to the performance evaluation process described in Section V of this Agreement, which shall be merit based.

SECTION IV

TERMINATION AND SEVERANCE PAY

A. The City Council may terminate this Agreement for convenience in its absolute discretion upon ten (10) days written notice to Employee, except the City Council may not terminate this Agreement for convenience within ninety (90) days following a regular City municipal election. If Employee is terminated by the City Council for (1) refusing or failing to carry out the duties of the City Manager as set forth in the Government Code, the Code or herein; (2) conviction of a felony; (3) conviction of any illegal act involving moral turpitude or personal gain; or (4) a plea of nolo contendere to any felony or illegal act involving moral turpitude or personal gain, the City shall have no obligation to provide ten (10) days advance written notice and the Employee shall not be entitled to severance pay as set forth herein.

B. After the Effective Date, in the event Employee is terminated by the City Council and Employee is willing and able to perform the duties of City Manager, the City shall pay Employee a lump sum cash payment, or payment in equal installments over an eighteen (18) month period, at the option of Employee, equal to the Employee's then eighteen (18) months' base salary. Such severance, as set forth herein, is contingent upon Employee signing and delivering a general release and waiver of all claims against the City (including and without limitation to its former and current elected officials, employees, officers and agents). Such severance shall be payable on the tenth (10th) day after the general release and waiver is fully executed by the City and Employee. Employee also may be eligible to receive severance as provided by the Southern California Joint Powers Insurance Authority. Any severance amount paid pursuant to this Agreement shall be subject to the restrictions set forth in Government Code Section 53260 and 53261, or any successor statutory restrictions.

C. In the event Employee voluntarily resigns his position with the City at any time during the term of this Agreement, then Employee shall give the City no less than thirty (30) days written notice, unless the parties otherwise agree in writing. Failure of Employee to give the required thirty (30) days written notice of resignation will result in a pro-rata reduction in benefits normally payable, if any, to resigning City employees, such as, but not limited to, accrued vacation payment, sick leave payment, and the like.

Voluntary resignation by Employee will result in a loss of any and all severance pay to him by the City.

SECTION V

EVALUATION OF PERFORMANCE

A. The City Council shall review and evaluate the performance of Employee at least annually but not later than the anniversary date of this Agreement or at other times chosen by the City Council in its sole discretion. Said review and evaluation shall be in accordance with specific criteria developed by the City Council with consultation from Employee. Said criteria may be added to or deleted from as the City Council may from time to time determine, in consultation with Employee. Further, the City Council shall provide Employee with a summary written statement of the findings of the City Council and provide an adequate opportunity for Employee to discuss his evaluation with the City Council.

B. The City Council and Employee shall periodically define such goals and performance objectives which they determine necessary for the proper operations of the City and in the attainment of the City Council policy objectives, and shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing. They shall generally be reasonably attainable within the time limitations as specified in the annual operating and capital budgets and appropriations provided.

SECTION VI

HOURS OF WORK

It is recognized that Employee must devote a great deal of time outside the normal office hours to business of the City, and to that end, Employee shall be allowed to take administrative time off from work as provided in Section X of this Agreement.

SECTION VII

INSURANCE

During the term of this Agreement, the Parties agree that the City shall not provide Employee medical insurance and/or dental/optical coverage for Employee and his dependents and the City shall not compensate Employee the equivalent cost of said medical insurance and/or dental/optical coverage. The City shall pay the monthly premiums for life insurance to cover Employee. Life insurance coverage shall be equal to 100% of Employee's annual salary. Any insurance coverage(s) shall be provided in the same manner as offered to all other employees of the City.

SECTION VIII

AUTOMOBILE

During the term of this Agreement, the City shall provide Employee with a suitable City-owned automobile for Employee's exclusive and personal use by

Employee. The City shall be responsible for paying for liability, property damage and comprehensive insurance for said automobile, and shall be responsible for paying for the purchase/lease of said automobile, gasoline for and maintenance and repair of said automobile, and for replacement of said automobile in accordance with the City's vehicle replacement policy.

SECTION IX
VACATION, SICK AND OTHER SUPPLEMENTAL BENEFITS

A. Except as modified herein, during the term of this Agreement, the City shall provide Employee with vacation, sick and holiday pay in the same manner as provided to all other City employees.

B. From the Effective Date through and including December 31, 2019, Employee shall accrue and be entitled to twenty (20) days of annual vacation. From January 1 through and including December 31, 2020, Employee shall accrue and be entitled to twenty-four (24) days of annual vacation. Prior to taking any vacation as set forth herein, Employee shall provide notice to the Mayor.

C. During the term of this Agreement, the City shall pay for Employee's and the City's contributions to membership in the California Public Employees Retirement System ("CalPERS").

D. Employee may elect to participate in the City's 457 Deferred Compensation Retirement Plan. During years one and two of this Agreement, only Employee may make contributions to the City's 457 Deferred Compensation Retirement Plan. Beginning in year three and for every year thereafter so long as this Agreement is in effect, the City, on an annual basis, shall make a matching contribution of up to \$4,000.00 on Employee's behalf to the Employee's account with the City's 457 Deferred Compensation Retirement Plan.

E. The City shall provide Employee other benefits as mandated by law.

F. Employee shall be eligible for 36 hours of management leave from January 1, 2019 – June 30, 2019 which may be used at Employee's discretion and upon prior written notice to the City Council. Starting on July 1, 2019 and for each fiscal year thereafter, Employee shall have accrued and be entitled to 72 hours of management leave which may be used at Employee's discretion and upon prior written notice to the City Council. Employee's unused management leave shall not carry forward to the next fiscal year, nor is it eligible for cash payment at any time during Employee's tenure.

SECTION X
OUT OF POCKET EXPENSES

The City shall reimburse Employee for reasonable out-of-pocket expenses incurred in connection with the City's business, including travel, food and lodging while

away from home, subject to such policies as the City may from time to time establish for its employees. The City also shall provide Employee a monthly mobile telephone allowance of \$150.00 for use of his personal mobile telephone in carrying out his duties as set forth herein and in the La Puente Municipal Code. Employee may attend the League of California Cities Annual Conference ("LOCC"), the LOCC's City Manager's Conference, the Annual California Contract Cities Association Seminar, the International Council of Shopping Centers ("ICSC"), and, if he is a member, the International City/County Management Association ("ICMA") Annual Conference. If Employee wishes to attend any other conference or seminar, he shall seek prior approval from the City Council.

SECTION XI

OTHER TERMS AND CONDITIONS OF EMPLOYMENT

- A. The City Council may from time to time fix other terms and conditions of employment relating to the performance of Employee provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the La Puente Municipal Code or other applicable law.
- B. The provisions of the Code and any La Puente personnel resolution(s) shall apply to Employee except where the specific provisions conflict with this Agreement, in which event the terms and conditions of this Agreement shall prevail.
- C. As a result of accepting the position as City Manager of the City of La Puente, during the term of this Agreement, and in consideration of emergency preparedness management practices, Employee agrees to reside within a 20-mile radius of the City.

SECTION XII

CONFIDENTIAL INFORMATION

Employment with the City creates a relationship of confidence and trust between Employee and the City, with respect to all Confidential Information of City. "Confidential Information" includes but is not limited to trade secrets, confidential information, client lists, knowledge or data of the City or any of its constituent entities or members that Employee may produce, obtain or otherwise acquire or have access to during the course of Employee's employment with the City, including but not limited to personnel information, passwords, and computer security systems. Employee agrees that during and after Employee's employment with the City, Employee (i) shall keep all Confidential Information confidential and shall not directly or indirectly use, divulge, publish or otherwise disclose or allow to be disclosed any aspect of Confidential Information without prior written consent of the City; and (ii) shall refrain from any action or conduct which might reasonably or foreseeably be expected to compromise the confidentiality or proprietary nature of the Confidential Information. Upon termination of employment for any reason, Employee agrees to return promptly to the City all writings and other tangible things in Employee's possession that contain Confidential Information.

SECTION XIII
EMPLOYEE'S WARRANTIES

Employee warrants that, as of the commencement of the employment term, he will be able to immediately begin performance of his duties and that, by entering into this Agreement, he will not be in violation of any other contract or agreement related to his employment, or his eligibility or availability for employment that could subject him or the City to any claims or liability.

SECTION XIV
INDEMNIFICATION AND BONDS

A. The City agrees to defend, hold harmless and indemnify Employee, subject to the provisions and limitations set forth in Government Code Section 825, *et seq.*, against any and all claims, liabilities, expenses or damages of any nature, including reasonable attorney's fees, arising out of or in connection with Employee's performance of the course and scope of this Agreement. The City may decline to defend Employee as permitted in the California Government Code. At its sole discretion, the City may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered therefrom. The provisions of this Section shall survive this Agreement.

B. The City shall bear the cost of any fidelity or other bonds which may be required in the performance of the Employee's services under this Agreement.

SECTION XV
GENERAL PROVISIONS

A. This Agreement is the final expression of the complete Agreement of the parties with respect to the matters specified herein and supersedes all prior oral or written understandings. Except as prescribed herein, this Agreement cannot be modified except by written mutual agreement signed by the parties.

B. This Agreement is not assignable by either the City or Employee.

C. In the event that any provision of this Agreement is finally held or determined to be illegal or void by a court having jurisdiction over the parties, the remainder of the Agreement shall remain in full force and effect unless the parts found to be void are wholly inseparable from the remaining portion of the Agreement.

D. This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the party whose signature appears in the facsimile and shall be binding upon such party in the same manner as though an original signed copy had been delivered.

E. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

F. Each of the parties acknowledges that she or it has been represented by independent legal counsel of its own choosing, or if not, has been advised to obtain independent legal counsel and has freely and voluntarily waived and relinquished the right to legal counsel. Further, each party who has not obtained independent legal counsel acknowledges that the failure to have independent legal counsel will not excuse such party's failure to perform under this Agreement or any agreement referred to in this Agreement.

G. This Agreement shall be interpreted and construed according to the laws of the State of California, and venue shall be in the County of Los Angeles.

H. All notices shall be personally delivered or mailed to the addresses listed below:

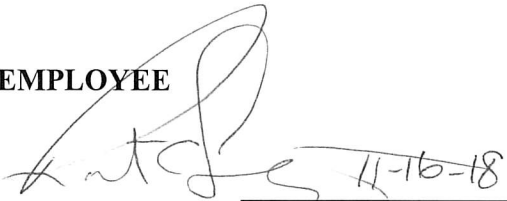
Robert C. Lindsey
At most recent address on file in Employee's personnel file

Mayor
City of La Puente
15900 East Main Street
La Puente, CA 91744

SIGANTURES NEXT PAGE

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their signatures as of the date and year first above written.

EMPLOYEE


Robert C. Lindsey

CITY OF LA PUENTE


Violeta Lewis, Mayor

ATTEST:


Sheryl Garcia, City Clerk

APPROVED AS TO FORM

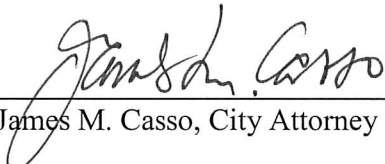

James M. Casso, City Attorney

EXHIBIT B
FIRST AMENDMENT

**AMENDMENT NO. 1
TO EMPLOYMENT AGREEMENT
WITH ROBERT C. LINDSEY**

This First Amendment to the City Manager Employment Agreement (the "Agreement"), is made and effective this 12th day of November, 2019 ("Effective Date") by and between the City of La Puente, State of California, a municipal corporation (hereinafter, the "City") and Robert C. Lindsey, an individual, (hereinafter, "Employee"). City and Employee are hereinafter collectively referred to as the "Parties" and individually as "Party."

RECITALS

WHEREAS, the City Council appointed Employee as Transition Manager, effective on or about October 23, 2018; and

WHEREAS, on or about November 13, 2018, the City Council appointed Employee as the City Manager, effective on January 1, 2019; and

WHEREAS, based on Employee's performance, the City Council desires to amend Employee's salary, as set forth herein.

AMENDMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements set forth herein, it is agreed the aforesaid Agreement shall remain in full force and effect except as otherwise hereinafter provided:

Section II.A, Term, is hereby revised as follows:

The term of this Agreement shall become effective on the Effective Date, above, and will remain in full force and effect until December 31, 2021, unless otherwise terminated as set forth herein. On or before September 30, 2021, the Parties may extend this Agreement for an additional two (2) years on terms and conditions approved by both Parties. In the event the Parties do not extend this Agreement beyond December 31, 2021, or the Council does not terminate the services of Employee prior to December 31, 2021, Employee shall not be entitled to severance pay as set forth herein.

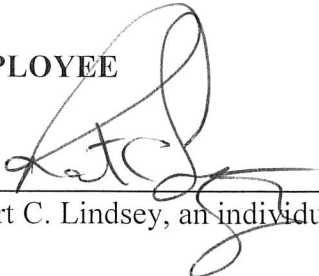
Section III.A., Compensation, is hereby revised to read in its entirety as follows:

On January 1, 2021, the City agrees to pay Employee for his services rendered hereunder at an annual rate of Two Hundred Twenty-Five Thousand Seven Hundred Fifty and 00/100 Dollars (\$225,750.00), which sum shall be considered the base salary and shall be payable in installments at the same times as the City's other employees are paid, and subject to customary withholdings.

(SIGNATURES ON FOLLOWING PAGE)

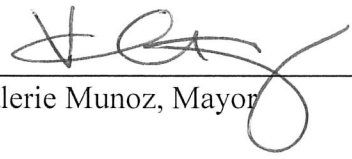
IN WITNESS WHEREOF, the Parties hereto have hereunto affixed their signatures as of the date and year first above written.

EMPLOYEE



Robert C. Lindsey, an individual

CITY OF LA PUENTE



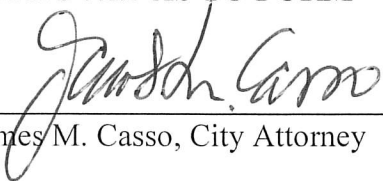
Valerie Munoz, Mayor

ATTEST:



Sheryl Garcia, City Clerk

APPROVED AS TO FORM



James M. Casso, City Attorney