

CITY OF LA PUENTE
PUBLIC PARTICIPATION IN MEETINGS DUE TO COVID-19

Given current Covid-19 restrictions and social distancing guidelines issued by federal, state and local agencies, the City has implemented the following procedures for participation in City Council meetings, until further notice. Members of the City Council/Successor Agency may participate from a remote location via teleconference.

How to Listen Live to the Meeting

Live Audio/Video: Visit the City's website at <https://lapuente.org/agenda/>. Click on "View Event" for the current meeting to view it live.

Additionally, the City offers live by phone "listen only" lines in English and Spanish.

For English: Please dial (408) 650-3123 and enter the following access code: 731-551-669.

For Spanish: Please dial (646) 749-3122 and enter the following access code: 225-262-461.

How to Submit Public Comment

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

In Person: Public comment may be provided in-person at City Hall, 15900 E. Main Street. Due to Covid-19 restrictions, speakers will not be allowed to remain inside Council Chambers/City Hall to observe the meeting. Social distancing will be strictly enforced and all speakers must wear a face covering and submit to a temperature check, in accordance with the City's adopted Re-Opening Protocols.

In Writing: eComments may be submitted for a posted meeting via SpeakUp on the Agendas and Minutes page of the City's website at <https://lapuente.org/agenda/>. Simply click on "Click here for eComment". Please submit your eComment no later than 2 hours prior to the meeting start time.

Dadas las restricciones actuales de Covid-19 y las pautas de distanciamiento social emitidas por agencias federales, estatales y locales, la Ciudad ha implementado los siguientes procedimientos para la participación en las reuniones del Concejo Municipal, hasta nuevo aviso. Los miembros del Concejo Municipal/Agencia Sucesora pueden participar desde una ubicación remota a través de teleconferencia.

Cómo escuchar la reunión en vivo

Audio en vivo: visite el sitio web de la ciudad en <https://lapuente.org/agenda/>. Haga clic en "Ver evento" para ver la reunión en vivo.

Adicionalmente, la Ciudad ofrece líneas telefónicas de "solo escuchar" en vivo en inglés y español.

Para inglés: marque (408) 650-3123 e ingrese el siguiente código de acceso: 731-551-669.

Para español: marque (646) 749-3122 e ingrese el siguiente código de acceso: 225-262-461.

Cómo enviar comentarios públicos

Tenga en cuenta que todos los comentarios están sujetos a las mismas reglas que se aplicarían a los oradores en las reuniones del Concejo Municipal.

En persona: Los comentarios del público se pueden proporcionar en persona en el Ayuntamiento, 15900 E. Main Street. Debido a las restricciones de Covid-19, no se permitirá que los oradores permanezcan dentro de las Cámaras del Consejo/Ayuntamiento para observar la reunión. El distanciamiento social se aplicará estrictamente y todos los oradores deben cubrirse la cara y someterse a un control de temperatura, de acuerdo con los Protocolos de reapertura adoptados por la Ciudad.

Por escrito: Los comentarios electrónicos se pueden enviar a través de SpeakUp en la página de Agendas and Minutes del sitio web de la Ciudad en <https://lapuente.org/agenda/>. Simplemente haga clic en "eComment" para la reunión actual. Proporcione su eComment a más tardar 2 horas antes de la hora de inicio de la reunión.



NOTICE AND CALL OF MEETING
SPECIAL MEETING OF THE
LA PUENTE CITY COUNCIL
COUNCIL CHAMBERS
15900 EAST MAIN STREET, LA PUENTE
DECEMBER 8, 2021, 12:00 P.M.

NOTICE IS HEREBY GIVEN that a Special Meeting of the City Council of the City of La Puente is hereby called to be held on Wednesday, December 8, 2021, commencing at 12:00 p.m., in City Council Chambers, 15900 E. Main Street, La Puente, CA 91744. The public will be provided an opportunity to provide public comment on the items listed on the agenda. The business to be discussed is as follows:

CALL TO ORDER

ROLL CALL

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

PLEDGE OF ALLEGIANCE

ORAL COMMUNICATIONS

If you wish to address the City Council - Successor Agency on an item other than a public hearing matter, please complete the Request for Oral Presentation form and submit it to the City Clerk no later than prior to the conclusion of the first speaker's remarks. (Ordinance No. 06-843.)

A. MINUTES OF PREVIOUS CITY COUNCIL AND SUCCESSOR AGENCY MEETINGS

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

Staff Recommendation: It is recommended that the City Council and Successor Agency waive the reading and approve the Minutes of the City Council and Successor Agency meetings of November 9.

B. PUBLIC HEARINGS BEFORE THE CITY COUNCIL – None

C. UNFINISHED BUSINESS OF THE CITY COUNCIL – None

D. CITY COUNCIL AND SUCCESSOR AGENCY CONSENT CALENDAR

All matters listed under Consent Calendar are considered to be routine in nature and may be enacted by one motion approving the recommendation listed on the Agenda. One or more items may be removed from the Consent Calendar so that said item(s) may be discussed and considered individually by the City Council/Successor Agency, if a motion to remove the item(s) is approved by an affirmative vote of a majority of the members of the City Council/Successor Agency. Those specific item(s) will be considered as the first item under New Business.

- D-1 CONSIDERATION OF A CHANGE ORDER WITH TOWO ENTERPRISE INC. FOR THE MAINTENANCE YARD ACCESS ROAD AT LA PUENTE PARK IN THE AMOUNT OF \$16,139.97.00

Staff Recommendation: It is recommended that the City Council (1) approve the change order with TOWO Enterprise Inc. in the total amount of \$16,139.97; and (2) adopt Resolution No. 21-5674 amending the adopted Capital Improvement Program Budget for Fiscal Year 2021-22 in the amount of \$16,139.97.

- D-2 CONSIDERATION OF AMENDMENT NO. 3 TO THE MAINTENANCE SERVICES AGREEMENT WITH TANKO LIGHTING, INC. FOR STREET LIGHT MAINTENANCE SERVICES

Staff Recommendation: It is recommended that the City Council: (1) approve Amendment No. 3 to the Maintenance Services Agreement with Tanko Lighting, Inc.; and (2) authorize the City Manager to execute the Amendment on behalf of the City.

- D-3 CONSIDERATION OF A PURCHASE ORDER CONTRACT WITH EWING IRRIGATION & LANDSCAPE SUPPLY FOR THE PURCHASE OF A BOOSTER VARIABLE SPEED PUMPING SYSTEM FOR LA PUENTE PARK IN THE AMOUNT OF \$28,950.48

Staff Recommendation: It is recommended that the City Council: (1) award the purchase order contract to Ewing Irrigation & Landscape Supply in the amount of \$28,950.48; and (2) authorize the City Manager to execute the Purchase Order.

- D-4 CONSIDERATION OF APPROVAL OF ALLOCATION OF THE FINAL DISTRIBUTION OF AMERICAN RESCUE PLAN ACT (“ARPA”) FUNDS WITHIN FEDERAL GUIDELINES OF GRANT AND A RESOLUTION AMENDING THE FISCAL YEAR 2021/2022 OPERATING BUDGET

Staff Recommendation: It is recommended that the City Council: (1) approve the allocation of \$1,010,100 of ARPA funds to be expended consistent with the federal guidelines of grant, (2) authorize the City Manager to approve purchase orders as may be required by the City’s Procurement Policy, and (3) adopt Resolution No. 21-5675 amending the adopted Operating Budget for Fiscal Year 2021/2022 to increase to increase expenditures by \$1,010,100.

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

ORAL COMMENTS FROM COUNCIL

ORAL COMMENTS FROM STAFF

ADJOURNMENT

AVAILABILITY

Any writings or documents provided to a majority of the City Council/Successor Agency regarding any item on this agenda will be made available for public inspection at the City Clerk Department at City Hall located at 15900 E. Main Street and the Reference Desk at the Library located at 15920 E. Central during normal business hours. In addition, such writings and documents will be posted on the City's website at <http://www.lapuate.org>.

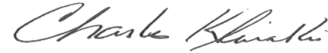
AMERICANS WITH DISABILITIES

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in a City meeting or other services offered by the City, please contact the City Clerk's Office at (626) 855-1500. Notification at least 24 hours prior to the meeting or time when services are needed will assist City staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting or service.

MEETING TIMES

Meetings of the City Council shall be adjourned no later than 10:30 p.m., unless a motion to supersede the 10:30 time limit to consider some or all of the remaining items listed on the Agenda, or to consider items which have been added to the Agenda in accordance with the provisions of the Ralph M. Brown Act, Government Code Section 54950, et seq., is approved by a majority of the members of the City Council. (Ordinance No. 95-727.)

Dated: December 7, 2021



Charles Klinakis, Mayor

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS
CITY OF LA PUENTE)

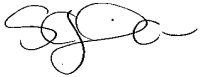
AFFIDAVIT OF POSTING

I, Sheryl Garcia, City Clerk for the City of La Puente, hereby certify that a copy of the Notice and Call of a Special Meeting of the La Puente City Council, to be held on December 8, 2021, commencing at 12:00 p.m., was posted in accordance with all applicable laws and provided not less than twenty-four hours before the time of the meeting to the following:

Mayor/Chair Charlie Klinakis
Mayor Pro Tem/Vice Chair Valerie Munoz
Council/Board Member David E. Argudo

Council/Board Member Gabriel Quinones
San Gabriel Valley Tribune

I declare under penalty of perjury that the foregoing is true and correct. Dated this 7th day of December, 2021.



Sheryl Garcia, MMC, CPM
City Clerk

MINUTES
LA PUENTE CITY COUNCIL AND SUCCESSOR AGENCY
SPECIAL CLOSED SESSION AND REGULAR MEETING OF
NOVEMBER 9, 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 Special 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, November 9, 2021, at 6:00 p.m.

6:00 P.M. SPECIAL CLOSED SESSION

CALL TO ORDER

Mayor Klinakis called the meeting to order at 6:00 p.m.

ROLL CALL

Members present: Klinakis, Munoz (arrived at 6:55 p.m.) Argudo, Quinones.

Members absent: Lewis.

Staff members present: City Manager Bob Lindsey, City Attorney Victor Ponto, Assistant City Attorney Marc Tran, City Clerk Sheryl Garcia, and Management Assistant Cece Dunlap.

ORAL COMMUNICATIONS – None.

RECESS INTO CLOSED SESSION

The City Council recessed into closed session at 6:02 p.m. to discuss items as posted on the agenda.

CLOSED SESSION

1. Conference with Legal Counsel – Existing Litigation Pursuant to Government Code section 54956.9 subdivision (d)(1) (Lewis v. City of La Puente, Los Angeles Superior Court Case No. 21STCV18841)
2. Conference with Legal Counsel – Significant Exposure to Litigation Pursuant to Government Code section 54956.9, subdivisions (d)(2) and (e)(2) (1 Matter)

RECONVENE TO OPEN SESSION

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

REPORT OUT OF CLOSED SESSION

City Attorney Ponto reported that closed session would continue following the regular session. City Clerk Garcia noted for the record that Mayor Pro Tem Munoz arrived at 6:55 p.m.

7:00 P.M. REGULAR SESSION

CALL TO ORDER

Mayor Klinakis called the meeting to order at 7:18 p.m.

ROLL CALL

Members present: Klinakis, Munoz, Argudo, Quinones.

Members absent: Lewis.

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

PLEDGE OF ALLEGIANCE

Mayor Klinakis led the Pledge of Allegiance.

PRESENTATIONS

Deputy Ryan Ortiz and Deputy Vanessa Guzman from the Los Angeles County Sheriff's Department provided a presentation regarding their successes in assisting a La Puente resident experiencing homelessness.

ORAL COMMUNICATIONS

Manuel Maldonado inquired about the status of his request for information on the use of the COVID-19 emergency funds and expressed concern of lack of sidewalks near Prichard Street; additional parking near Unruh Avenue; the need for increased beautification of the City; and the nature park being closed to the public. He further suggested that the City utilize the marquees to provide residents with election information. He also commended the deputies who responded to a recent trespassing call. Lastly, he requested that the City Council visit Nelson Elementary's Día de Los Muertos offrenda.

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 COUCIL AND SUCCESSOR AGENCY MEETING OF OCTOBER 26, 2021

A motion was made by Council Member Argudo, seconded by Mayor Pro Tem Munoz, to waive the reading and approve the Minutes of the City Council and Successor Agency meeting October 26, 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

B-1 (1) CONSIDERATION OF ENERGY SERVICES CONTRACT WITH SYSERCO ENERGY SOLUTIONS; AND (2) CONSIDERATION OF A RESOLUTION OF THE LA PUENTE CITY COUNCIL APPROVING THE TERMS OF A TAX-EXEMPT MUNICIPAL LEASE WITH STERLING BANK AND AUTHORIZING THE EXECUTION AND DELIVERY OF A FINANCING AGREEMENT IN CONNECTION THEREWITH

Director of Administrative Services Grunklee informed the City Council that Syserco Energy Solutions is a firm that specializes in analyzing the energy efficiency of facilities, as well as designing facility upgrades and construction retrofitting. He reported that the firm conducted an investment grade audit of the City and its associated locations, which determined a need of energy saving improvements with a total cost of \$3.5 million. He stated that a Request for Proposal was made to finance the funds under a tax-exempt municipal lease, in which three responses were received. He indicated Sterling Bank has the best offer with a 2.31% interest rate for 18 years.

Council Member Argudo inquired if there would be an interest rate increase.

Director of Administrative Services Grunklee clarified that the interest rate would be locked in until the featured close date, December 2, 2021.

Mayor Klinakis opened the public hearing at 7:52 p.m. There being no members of the public wishing to speak, Mayor Klinakis closed the public hearing.

A motion was made by Mayor Klinakis, seconded by Council Member Argudo, to (1) authorize the City Manager to negotiate and execute a contract with Sysco Energy Solutions for the design-build energy project; (2) open the public hearing and receive public input; and (3) adopt Resolution No. 21-5669 approving the terms of a tax-exempt municipal lease with Sterling Bank and authorizing the execution and delivery of a financing agreement in connection therewith. The motion carried by the following roll call vote:

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

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-5. 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. 1520

Action Taken: The City Council and Successor Agency adopted Resolution No. 21-5673 approving Warrant Register No. 1520.

D-2 CONSIDERATION AND APPROVAL 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

Action Taken: The City Council and Successor Agency adopted Resolution No. 21-5667, authorizing the City Council, City Boards, and all Commissions of the City continue to hold teleconferenced meetings from November 15, 2021 through December 15, 2021.

- D-3 CONSIDERATION OF A CHANGE ORDER WITH TOWO ENTERPRISE INC. FOR THE MAINTENANCE YARD ACCESS ROAD AT LA PUENTE PARK IN THE AMOUNT OF \$106,927.00

Action Taken: The City Council: (1) approved the change order with TOWO Enterprise Inc. in the total amount of \$106,927.00; and (2) adopted Resolution No. 21-5668 amending the adopted Capital Improvement Program Budget for Fiscal Year 2021-22 in the amount of \$106,927.00

- D-4 CONSIDERATION OF A PURCHASE ORDER CONTRACT WITH GREENFIELDS OUTDOOR FITNESS FOR THE PURCHASE AND INSTALLATION OF EXERCISE EQUIPMENT FOR THE OUTDOOR FITNESS AREA AT LA PUENTE PARK IN THE AMOUNT OF \$136,386.50

Action Taken: The City Council: (1) approved the purchase order contract with Greenfields Outdoor Fitness for the purchase and installation of exercise equipment to be installed at La Puente Park in the amount of \$136,386.50; and (2) authorized the City Manager to execute, on behalf of the City, all documents necessary to effectuate this action.

- D-5 CONSIDERATION OF A RESOLUTION RESCINDING RESOLUTION NO. 21-5665 AND AMENDING THE COMPREHENSIVE PERSONNEL SYSTEM AND ESTABLISHING THE NUMBER OF AUTHORIZED FULL-TIME POSITIONS AND MONTHLY SALARY RANGES FOR CITY EMPLOYEES

Action Taken: The City Council: (1) approved the salary ranges; and (2) approved Resolution No. 21-5670 rescinding Resolution No. 21-5665 and amending the comprehensive personnel system and establishing the number of authorized full-time positions and monthly ranges for City employees.

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

AD HOC COMMITTEE REPORTS

Code Enforcement: Nothing to report.

La Puente Park Master Plan and Youth Program Oversight: Mayor Pro Tem Munoz reported that the committee would be providing an update regarding the park renovations, finances, and tentative projects at the upcoming strategic planning meeting.

Comprehensive Fee Schedule: Nothing to report.

Park Ordinance Oversight: Nothing to report.

Public Health: Nothing to report.

Business Outreach and Reopening: Nothing to report.

Project LEAD: Council Member Quinones stated that Project LEAD students from Sparks Middle School would be participating in the mural project.

Community Safety and Welfare: Council Member Argudo reported that the committee met on October 14th where a presentation was given by the PROS team. He summarized the meetings' discussion in relation to improving the Sheriff's Department response time, the beautification program, and the GO request mobile application.

Council Member Quinones commended the SAO team for their swift response time when aiding residents who need resources.

Homeless: Nothing to report.

AB 1234 REPORTS – None

ORAL COMMENTS FROM COUNCIL

Council Member Quinones thanked Staff for their successful organization and execution of the Día de Los Muertos event.

Mayor Klinakis commended the SAO team for their participation in the Youth Activities League event. He further thanked Staff for completing the Arbolita Senior Apartments project and recognized resident's happiness with the apartment's affordability. Lastly, he commended Staff for the pleasant layout of the Día de Los Muertos event

Council Member Argudo described the Día de Los Muertos event as amazing and stated he was happy to see its success. He also spoke of his appreciation for the architecture and design of the Arbolita Apartments. Moreover, he expressed enthusiasm for future affordable housing projects and commended staff for pushing the Arbolita Apartment project forward.

Mayor Pro Tem Munoz spoke of the planning timeline for the Arbolita Apartments project and expressed confidence in current Staff to swiftly execute future affordable housing projects. She further expressed appreciation for Staff's hard work and motivation to advance related planning projects throughout the City.

ORAL COMMENTS FROM STAFF

City Manager Lindsey thanked Staff for organizing the Día de Los Muertos event. He further reminded the City Council of the Veteran's Day event on Thursday, November 11, 2021. He also commended Staff at the Community Center for continuing to successfully manage their programs. Lastly, he thanked Director of Development Services Di Mario for implementing the Arbolita Apartments and Main Street project.

RECESS INTO CLOSED SESSION

The City Council recessed into closed session at 8:24 p.m. to discuss items as posted on the agenda.

CLOSED SESSION

1. Conference with Legal Counsel – Existing Litigation Pursuant to Government Code section 54956.9 subdivision (d)(1) (Lewis v. City of La Puente, Los Angeles Superior Court Case No. 21STCV18841)
2. Conference with Legal Counsel – Significant Exposure to Litigation Pursuant to Government Code section 54956.9, subdivisions (d)(2) and (e)(2) (1 Matter)

RECONVENE TO OPEN SESSION

The City Council reconvened to open session at 8:38p.m.

REPORT OUT OF CLOSED SESSION

City Attorney Ponto reported that two items were discussed in closed session. He stated that for the first item, an update was given, and the City Council provided direction to the City Attorney's office. He further stated that for the second item, a request for direction was requested and by a vote of 4-0, the City Attorney's office received approved direction.

ADJOURNMENT

There being no further business before the City Council, Mayor Klinakis adjourned the meeting at 8:39 pm.

Approved this 8th day of December 2021.

Sheryl Garcia
City Clerk

Charlie Klinakis
Mayor/Chair



City of La Puente AGENDA REPORT

To: Mayor and City Council For meeting of: December 8, 2021

From: Bob Lindsey, City Manager

By: John Di Mario, Development Services Director

SUBJECT: CONSIDERATION OF A CHANGE ORDER WITH TOWO ENTERPRISE INC.
FOR THE MAINTENANCE YARD ACCESS ROAD AT LA PUENTE PARK IN
THE AMOUNT OF \$16,139.97.00

BACKGROUND

At the City Council meeting of September 1, 2021, the Council awarded a contract to TOWO Enterprise Inc. ("TOWO") in the amount of \$588,155 for a new maintenance yard service road at La Puente Park. Construction for this project is well underway and is nearing completion.

At the meeting of November 9, 2021, the City Council approved change orders for the project totaling \$106,926.84 for a concrete vehicle access road around the perimeter of the Maintenance Yard, an upgrade to the vehicular gate at Temple Avenue to a decorative wrought iron motorized automatic gate, and an additional manual vehicular swing gate at the secondary access point to the park on Temple Avenue near St. Joseph's School.

DISCUSSION

An additional change order has been identified by Staff to add rubberized speed humps to be installed on the new maintenance yard service road. The speed humps are being installed to ensure City vehicles and delivery trucks maintain reduced speeds while traveling the service road through the park. Included as Attachment "A" is a change order request from TOWO to install the speed humps at three locations along the road at a cost \$16,139.97.

Staff is requesting City Council approval of this item which will allow for this work to be done as part of the current contract with TOWO and provide for the timely completion of the service road project

FISCAL IMPACT

This project is included in the Fiscal Year 2021-22 Capital Improvement Program Budget with funding through a combination of Measure W and American Rescue Plan Act (ARPA) Funds. ARPA funds are available to fund the cost of the change orders.

RECOMMENDATION

It is recommended that the City Council (1) approve the change order with TOWO Enterprise Inc. in the total amount of \$16,139.97; and (2) adopt Resolution No. 21-5674 amending the adopted Capital Improvement Program Budget for Fiscal Year 2021-22 in the amount of \$16,139.97.

ATTACHMENTS

Attachment “A”: Change Order
Attachment “B”: Resolution No. 21-5674

CONTRACTOR CHANGE ORDER REQUEST SUMMARY

Towo Enterprise Inc

PROJECT NAME: La Puente Community Park Public Works Access Road
PROJECT NO: _____
GENERAL CONTRACTOR: Towo Enterprise Inc

C.O.R. NO.: 8
Back up date: 10
DATE: 11/30/2021

DESCRIPTION OF CHANGE: Speed Humps With White Reflective Arrow Chevrons (3 Locations)

Contractor Direct Costs

Additive Costs

Items	Unit	Rate	Qty	Price	Total
1 Installation of Speed Humps (3 Locations)	LS	\$ 14,385.00	1	\$ 14,385.00	\$ 14,385.00
Subtotal of Additive Cost					\$ 14,385.00
General Contractor's Mark-up for Subcontractors				10%	\$ 1,438.50
Total Amount					\$ 15,823.50
Bond & Insurance				2%	\$316.47
Total Contractor Direct Costs					\$16,139.97

Total General Contractor Change Request	\$ 16,139.97
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To the best of my knowledge and belief, I certify that all costs listed above are correct.

General Contractor Signature:

Jason Lee

Date: 11/30/2021

Owner (City of La Puente) Signature:

Date:



1544 S. Vineyard Ave Ontario, California 91761
(909) 947-8073 FAX: (909) 947-9489
Lic. No. 538211

CUSTOMER:

All Customers

Proposal & Contract

Proposal: 13587

Date: 11/30/2021

Phone:

FAX:

Attention:

I/we hereby agree to furnish all labor, material and equipment for the completion, in a good workman like manner, of the work described below:

Job Address: LA PUENTE - COMMUNITY PARK

Item No.	Description	Quantity	U/M	UnitPrice	Total Price
EXTRA WORK					
1	INSTALL SPEED HUMPS	1.0	LS	14,385.000	14,385.00
Total :					\$14,385.00

Total Proposal Price:	\$14,385.00
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Special Conditions:

1. SPEED HUMPS will not be ordered or manufactured until written authorization is received at our office.

ACCEPTANCE

(By Owner, Agent, or General Contractor)

I/we accept the within proposal. You are authorized to perform the work comprehended hereunder and I/we agree to pay the said amount in accordance with the terms set forth. All of the terms on the reverse side are incorporated herein and made a part hereof.

J & S Striping

All Customers

Robert Aragon

Date: _____

Accepted By:

1 1/2 % SERVICE CHARGE PER MONTH APPLIED TO ALL PAST DUE BALANCES. ALL QUOTES GOOD FOR 90 DAYS.

RESOLUTION NO. 21-5674

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF LA PUENTE, CALIFORNIA, AMENDING THE
ADOPTED CAPITAL IMPROVEMENT PROGRAM
BUDGET FOR FISCAL YEAR 2021-2022**

WHEREAS, on May 25, 2021, the City Council approved and adopted the Fiscal Year (“FY”) 2021-22 capital improvement budget; and

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

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

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

SECTION 2. The City of La Puente’s Capital Improvement Budget for Fiscal Year 2021-2022 is hereby amended to include an additional appropriation of \$16,139.97 from the American Rescue Plan Act (ARPA) Fund (263) for capital improvement costs at La Puente Park for the maintenance yard access road.

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

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

PASSED, APPROVED AND ADOPTED this 8th day of December 2021, by the following vote:

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

Charlie Klinakis, Mayor

ATTEST:

Sheryl Garcia, City Clerk



City of La Puente AGENDA REPORT

To: Mayor and City Council

For meeting of: December 8, 2021

From: Bob Lindsey, City Manager

By: John Di Mario, Development Services Director

SUBJECT: CONSIDERATION OF AMENDMENT NO. 3 TO THE MAINTENANCE SERVICES AGREEMENT WITH TANKO LIGHTING, INC. FOR STREET LIGHT MAINTENANCE SERVICES

BACKGROUND

On September 24, 2018, the City entered into a Maintenance Services Agreement (“Maintenance Agreement”) with Tanko Lighting, Inc. (“Tanko”) to maintain City-owned streetlights as part of the street light acquisition and conversion project.

At the meeting of November 12, 2019, the City Council approved Amendment No. 1 to the Maintenance Agreement with Tanko to extend the term an additional year. On October 13, 2020, the City Council approved Amendment No. 2 to the Maintenance Agreement to extend the term to December 31, 2021.

The Maintenance Agreement provides for Tanko to perform administrative functions which include the operation of the call center, website for reporting outages, tracking outage reports, reporting to the City, and dispatch for call-outs at the cost of \$1.00 per pole per month. The City currently has 1,620 poles that are currently being maintained by Tanko. The Maintenance Agreement also provides for repairs and emergency call out services. Any actual on-site routine and/or emergency call-out repairs are invoiced on a time and materials basis per the rate schedule in the Maintenance Agreement.

DISCUSSION

The City has found Tanko to be prompt and attentive to any outage reports and emergency responses for pole “knock-downs” and particularly helpful with technical knowledge and practical recommendations for remedies to ongoing in-field matters. In addition, Tanko’s administrative and project coordination staff is very professional and highly responsive to the needs of the City to effectively manage the City’s street light system.

Provided as Attachment A is Amendment No. 3 to the Maintenance Agreement which extends the term of the Agreement to December 31, 2024. Tanko has agreed to continue with the basic rate of \$1.00 per pole per month during the additional three-year term. Adjustments were made to the per hour rate schedule for normal maintenance services resulting in the hourly rates for the Streetlight Maintenance Worker and Foreman increasing from \$144.00 per hour to \$162.00 and from \$114.00

per hour to \$119.00 for a Laborer. Tanko has also agreed to keep these hourly rates fixed for the duration of the three-year term.

FISCAL IMPACT

Funding for the on-going maintenance services of the City's street lighting system is included in the Fiscal Year 2021-22 Landscaping and Lighting District Fund.

RECOMMENDATION

It is recommended that the City Council: (1) approve Amendment No. 3 to the Maintenance Services Agreement with Tanko Lighting, Inc.; and (2) authorize the City Manager to execute the Amendment on behalf of the City.

ATTACHMENTS

Attachment "A": Amendment No. 3 to the Maintenance Services Agreement

AMENDMENT NO. 3
TO THE MAINTENANCE SERVICES AGREEMENT
WITH TANKO STREETLIGHTING, INC.

This Amendment No. 3 to the Maintenance Services Agreement (“Agreement”) is made and entered into this 8th day of December, 2021, (“Effective Date”) by and between the City of La Puente, a California municipal corporation (“City”), and Tanko Streetlighting, Inc., a California Corporation (“Contractor”).

RECITALS

WHEREAS, on September 24, 2018, a Maintenance Services Agreement (“Agreement”) was entered into between the City and Contractor, to provide all labor, materials, equipment, tools, utility services and transportation and perform and complete all work required in connection with the La Puente Street Light Maintenance Project (“Project”); and

WHEREAS, on November 12, 2019, Amendment No. 1 was approved by the City and Contractor to amend the Term of the Agreement; and

WHEREAS, on October 13, 2020, Amendment No. 2 was approved by the City and Contractor to amend the Term of the Agreement; and

WHEREAS, to allow Contractor to continue providing street light maintenance services to the City, the City and Contractor desire to extend the term of the Agreement and amend the following: Section 4 (Payment) to include a revised Exhibit B – Rate Schedule as set forth below; and

WHEREAS, for the reasons set forth herein, City and Contractor desire to enter into this Amendment No. 3 to the Maintenance Services Agreement (“Amendment No. 3”) and have agreed to amend Article 1 (Term) and Section 4 (Payment) as set forth below.

AMENDMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements set forth herein, it is agreed the aforesaid Agreement, a copy of which is attached hereto as Exhibit 1, and incorporated herein by reference, shall remain in full force and effect except as otherwise hereinafter provided:

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

Section 1. TERM:

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until December 31, 2024, unless sooner terminated pursuant to the provisions of this Agreement.

Section 4. PAYMENT

Section 4(a) is hereby amended to read in its entirety as follows:

(a) The City agrees to pay Contractor 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 reference, based upon the actual amount of time spent on the Services.

IN WITNESS WHEREOF, the City and Contractor have executed this Amendment No. 3 to the Agreement as of the Effective Date.

"CITY"

City of La Puente

By: _____
Bob Lindsey, City Manager

"CONTRACTOR"

Tanko Streetlighting, Inc.

By: _____
Jason Tanko, Chief Executive Officer

Attest:

By: _____
Sheryl Garcia, City Clerk

APPROVED AS TO FORM

By: _____
Victor Ponto, City Attorney

EXHIBIT B – Rate Schedule

Pre-LED Conversion Maintenance Services

Tanko Lighting will perform the administrative functions (including operation of the Call Center, website, tracking outage reports, reporting, and dispatch per the descriptions below) for this phase for \$1/pole/month. Any actual on-site routine and/or emergency repairs for this phase (as outlined in Exhibit A – Scope of Services) will be invoiced on a time and materials basis based on the hourly rates listed below.

Post-LED Conversion Maintenance Services

Once the City accepts the final completion of the LED conversion, Tanko Lighting will commence this task, which will include the services as outlined in Exhibit A – Scope of Services that will be charged to the City based on a monthly fee (which includes all the administrative functions, such as the operation of the Call Center, website, tracking outage reports, reporting, and dispatch per the descriptions below) for this phase for \$1/pole/month. Any actual on-site routine and/or emergency repairs for this phase (as further described below) will be invoiced on a time and materials basis, which will be invoiced on a time and materials basis based on the hourly rates listed below.

Hourly Rates*			
Ongoing maintenance for all work not covered under LED conversion material/install warranty	Streetlight Maintenance Worker	Hourly Rate/Normal	\$ 162.00
	Foreman	Hour Rate/Normal	\$ 162.00
	Laborer	Hourly Rate/Normal	\$ 119.00
Ongoing maintenance for all work not covered under LED conversion material/install warranty	Streetlight Maintenance Worker	Hourly Rate/After Hours	\$ 216.00
	Foreman	Hourly Rate/After Hours	\$ 216.00
	Laborer	Hourly Rate/After Hours	\$ 174.00
Ongoing maintenance for all work not covered under LED conversion material/install warranty	Streetlight Maintenance Worker	Hourly Rate/Holiday	\$ 336.00
	Foreman	Hourly Rate/Holiday	\$ 336.00
	Laborer	Hourly Rate/Holiday	\$ 228.00
*Note that all dispatches to the field require a three (3) hour minimum.			

Payment Schedule

Tanko Lighting shall invoice the City on a monthly basis by the 10th day of every month, for the previous month's services. Payment is due by the City within 30 days of the invoice.

CITY OF LA PUENTE

MAINTENANCE SERVICES AGREEMENT

This MAINTENANCE SERVICES AGREEMENT ("Agreement") is made and effective as of September 24, 2018 ("Effective Date"), between the City of La Puente, a municipal corporation ("City") and Tanko ("Contractor" or "Tanko Lighting"). The City and Contractor are hereinafter collectively referred to as the "Parties".

RECITALS

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

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

1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until September 30, 2019, unless sooner terminated pursuant to the provisions of this Agreement. The City shall have the option to extend this Agreement for two (2) additional one-year terms.

2. SERVICES

(a) Contractor 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) Contractor 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 street light maintenance services, serving a municipal agency.

(d) Contractor 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, Contractor shall not perform any work for another person or entity for whom Contractor was not working on the Effective Date if both (i) such work would require Contractor 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 Contractor'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.* Contractor 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 Contractor was an employee, agent, appointee, or official of the City in the previous twelve (12) months, Contractor warrants that it did not participate in any manner in the forming of this Agreement. Contractor understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and Contractor will not be entitled to any compensation for Services performed pursuant to this Agreement, and Contractor will be required to reimburse the City for any sums paid to the Contractor. Contractor 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) Contractor 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 Contractor or under its supervision, and all personnel engaged in the Services shall be qualified and licensed to perform such services.

(f) Contractor shall provide the City with a payment bond in an amount equal to 25 percent (25%) of the total contract amount set forth in Section 4(a). Said payment bond shall be issued by a surety licensed to do business in the State of California with a minimum rating of A from AM Best.

3. MANAGEMENT

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

4. PAYMENT

(a) The City agrees to pay Contractor 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. The annual costs for the administrative functions described in Exhibits A and B shall not exceed Nineteen Thousand Five Hundred and Twelve Dollars (\$19,512.00) per year.

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

(c) Contractor shall submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Contractor's fees it shall give written notice to Contractor within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within 45 days of receipt of an invoice therefore.

(d) In the event Contractor fails to complete a routine repair within seven (7) working days, a penalty of Five Dollars (\$5.00) per working day per light not repaired shall be deducted from any payments due Contractor, at the City's sole and absolute discretion.

5. LABOR CODE AND PREVAILING WAGES

(a) Contractor represents and warrants that it is aware of the requirements of California Labor Code Section 1720, *et seq.*, and 1770, *et seq.*, as well as California Code of Regulations, Title 8, Section 16000, *et seq.*, ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "Public Works" and "Maintenance" projects. If the Services are being performed as part of an applicable "Public Works" or "Maintenance" project, as defined by the Prevailing Wage Laws, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and any location where the Services are performed. Contractor shall indemnify, defend and hold harmless, the City, its elected officials, officers, employees 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, Contractor's or by any individual or agency for which Contractor is legally liable, including but not limited to officers, agents, employees or subcontractors of Contractor, failure or alleged failure to comply with Prevailing Wage Laws.

(b) In accordance with the requirements of Labor Code Section 1776, Contractor shall keep accurate payroll records which are either on forms provided by the Division of Labor Standards Enforcement or which contain the same information required by such forms. Contractor shall make all such records available for inspection at all reasonable hours.

(c) To the extent applicable, Contractor shall comply with the provisions of Section 1777.5 of the Labor Code with respect to the employment of properly registered apprentices upon public works.

(d) Contractor shall comply with the legal days work and overtime requirements of Sections 1813 and 1815 of the Labor Code.

(e) If the Services are being performed as part of an applicable Public works or Maintenance project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Agreement and require the same of any subcontractors, as applicable. This Services set forth in this Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements.

6. 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 Contractor at least ten (10) days prior written notice. Upon receipt of said notice, the Contractor 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 Contractor 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 Contractor shall submit an invoice to the City pursuant to Section 4 of this Agreement.

7. OWNERSHIP OF DOCUMENTS

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

8. INDEMNIFICATION

(a) Other than in the performance of professional services and to the full extent permitted by law, Contractor 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 Contractor or by any

individual or agency for which Contractor is legally liable, including but not limited to officers, agents, employees or subcontractors of Contractor.

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

9. **INSURANCE**

Contractor 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.

10. **INDEPENDENT CONTRACTOR**

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

11. **LEGAL RESPONSIBILITIES**

The Contractor 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 Contractor 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 Contractor to comply with this Section.

12. UNDUE INFLUENCE

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

13. 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.

14. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

15. NOTICES

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

If to City:

David Carmany, City Manager
City of La Puente
15900 E. Main Street
La Puente, CA 91744

With a copy to:

James M. Casso, City Attorney
Casso & Sparks
13200 Crossroads Parkway North, Suite 345
City of Industry, CA 91746

If to Contractor:

Jason Tanko
President
Tanko Streetlighting, Inc.
220 Bayshore Blvd.
San Francisco, CA 94124

16. ASSIGNMENT

The Contractor shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City.

Before retaining or contracting with any subcontractor for any services under this Agreement, Contractor shall provide City with the identity of the proposed subcontractor, a copy of the proposed written contract between Contractor and such subcontractor which shall include an 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 subcontractor carries insurance at least equal to that required by this Agreement or obtain a written waiver from the City for such insurance.

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

17. GOVERNING LAW/ATTORNEYS' FEES

The City and Contractor 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 Contractor 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. WAIVER

The waiver by City or Contractor 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 Contractor unless in writing.

23. 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.

24. **AUTHORITY TO EXECUTE THIS AGREEMENT**

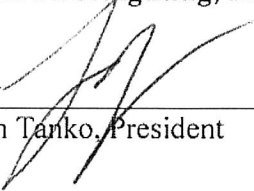
The person or persons executing this Agreement on behalf of Contractor represents and warrants that he/she has the authority to execute this Agreement on behalf of the Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

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

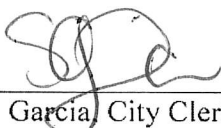
"CITY"
City of La Puente

By: 
David N. Carmany, City Manager

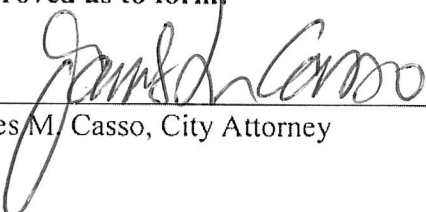
"CONTRACTOR"
Tanko Streetlighting, Inc.

By: 
Jason Tanko, President

Attest:

By: 
Sheryl Garcia, City Clerk

Approved as to form:

By: 
James M. Casso, City Attorney

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

EXHIBIT A

Scope of Services

Pre-LED Conversion Maintenance Services

Tanko Lighting will perform the administrative functions (including operation of the Call Center, website, tracking outage reports, reporting, and dispatch per the descriptions below) for this phase for

\$1/pole/month. Any actual on-site routine and/or emergency repairs for this phase (as further described

below) will be invoiced on a time and materials basis:

Coordinate Repair Requests

Tanko Lighting will coordinate repair requests through the following mechanisms:

- Online Repair Requests: Tanko Lighting will provide the City with a link to a website that will allow a user to interface with an online form. The form will require the user to submit information about the location and observed issue(s). Tanko Lighting will review any online form submissions each working day. If an emergency is reported, Tanko Lighting will immediately dispatch an installer to respond to the location within two to four (2-4) hours of the received report (please note that the actual remedy may require a longer duration to complete and that response times only include the time to first arrive on scene, address any immediate obstructions/hazards, identify issues and develop either a temporary or permanent remediation). For any non-emergency issues reported, Tanko Lighting will compile the daily submissions and submit a Weekly Report to the City for review. The Weekly Report will be a live, online shared spreadsheet. City staff will need to provide direction to Tanko Lighting on any locations for which it approves routine maintenance via a response to the Weekly Report. For any location in which the City approves routine maintenance, Tanko Lighting will dispatch an installer to respond to the location within seven (7) working days.
- Call Center Repair Requests: Tanko Lighting will provide the City with a toll-free phone number by which callers can reach a live operator at a Call Center twenty-four hours per day, seven days per week. Call Center staff will have access to the Online Repair Form and will guide each caller through the questions and submit the responses via the Online Form to Tanko Lighting. Tanko Lighting will review any online form submissions each working day. If an emergency is reported, Tanko Lighting will dispatch an installer to respond to the location within two to four (2-4) hours of the received report (please note that the actual remedy may require a longer duration to complete and that response times only include the time to first arrive on scene, address any immediate obstructions/hazards, identify issues and develop either a temporary or permanent remediation). For any non-emergency issues reported, Tanko Lighting will compile the daily submissions and submit a Weekly Report to the City for review. City staff will need to provide direction to Tanko Lighting on any locations for which it approves routine maintenance via a response to the Weekly Report. For any location in which the City approves routine maintenance, Tanko Lighting will dispatch an installer to respond to the location within seven (7) working days.

Remedy of Routine Repair Requests

The following characteristics will define a Routine Repair:

- Replacement of a failed photocell
- Replacement of a failed lamp (Note that any failed High Pressure Sodium (HPS) lamps will be replaced a temporary stop-gap LED/HPS fixture – note that the manufacturer and wattage will be dependent upon material availability – until the location is converted to its permanent LED fixture. when possible, Tanko Lighting will attempt to utilize the same LED fixture as per the design of the LED conversion, to mitigate the need to return to the location.) Replacement of feed wire when possible, Tanko Lighting will attempt to utilize the same LED fixture as per the design of the LED conversion, to mitigate the need to return to the location.)
- Replacement of feed wire

Upon receipt of the City's approval of a routine repair request, Tanko Lighting will:

- Dispatch the installer to respond to the location within seven (7) working days of receipt of the City's approved request and remedy the fixture issue with the appropriate parts and materials
- Ensure that any time a fixture is serviced, it is cleaned as necessary, broken lenses and covers replaced, and the entire fixture assembly left in a clean, fully serviceable condition
- Ensure that all waste materials generated from the maintenance services are properly disposed of in accordance with all applicable laws and regulations
- Provide a record of the location, date of the visit, identified issue, remedy, date of remedy completion, and any additional notes

It should be noted that when required to perform service, the making and breaking of the electrical connection to the electrical distribution network (whether for routine or emergency service) must be performed by the utility. Subcontractor shall be responsible for providing notes to Contractor, who will send the work request to the utility. If Tanko Lighting's subcontractor is unable to complete a repair as the result of action or inaction by the utility, Tanko Lighting will so note on its monthly report and include the date and time of all verbal and written communication with the utility.

Remedy of Emergency Repair Requests

The following characteristics will define an Emergency Repair:

- Establishment of a safe and secure scene in the event of a pole knockdown or any electrical or other potential hazard resulting from the street lighting equipment. Upon receipt of an emergency repair request, Tanko Lighting will:
- Dispatch installer to respond to the location within two to four (2-4) hours of receipt of the request (please note that the actual remedy may require a longer duration to complete and that response times only include the time to first arrive on scene, address any immediate obstructions/hazards, identify issues and develop either a temporary or permanent remediation)
- Ensure that the subcontractor de-energizes streetlight fixtures that have been knocked down or conductors that have been severed; makes repairs or alterations to streetlight structural components to protect the immediate safety of the public
- If possible, ensure the subcontractor remedies the fixture issue with the appropriate parts and materials
- Ensure that anytime a fixture is serviced, it is cleaned as necessary, broken lenses and covers replaced, and the entire fixture assembly left in a clean, fully serviceable condition
- Ensure that all waste materials generated from the maintenance services are properly disposed of in accordance with all applicable laws and regulations

- Provide a record of the location, date of the visit, identified issue, remedy, date of remedy completion, and any additional notes
- In the event of a knockdown of a pole, Tanko Lighting will ensure that its subcontractor coordinates with the utility regarding disconnection of power, removes and disposes of the pole and lighting fixture, retaining any salvageable components, and ensures the site is secured in a safe manner. Tanko Lighting will ensure that its subcontractor coordinates with the utility regarding the emergency cleanup and, in particular, the retrieval of City-owned lighting components
- Once any hazardous conditions are remedied, if additional work is needed to properly restore function to the fixture, within seven (7) working days following the date of emergency response, Tanko Lighting will supply to the City a detailed written quotation of the cost and time required to restore the affected light fixture to fully operable condition, including re-installation of the pole where applicable. Tanko Lighting shall commence such repairs following approval and notification to proceed from the City

It should be noted that when required to perform service, the making and breaking of the electrical connection to the electrical distribution network (whether for routine or emergency service) may be needed to be performed by the utility. Subcontractor shall be responsible for providing notes to Contractor, who will send the work request to the utility. If Tanko Lighting's subcontractor is unable to complete a repair as the result of action or inaction by the utility, Tanko Lighting will so note on its monthly report and include the date and time of all verbal and written communication with the utility.

Traffic Control

Tanko Lighting will ensure that the following traffic control activities are properly coordinated by the subcontractor:

- Conduct operations to cause the least possible obstruction and inconvenience to public traffic. To the extent possible, all traffic will be permitted to pass through the work area. The subcontractor will furnish, erect, and maintain sufficient warning and directional signs, barricades and lights and furnish adequate warning to the public at all times of any dangerous condition to be encountered. The subcontractor's vehicles and equipment will be equipped with suitable warning lights and reflective markings for working in daylight and dark.
- If police details are required, the subcontractor will notify Tanko Lighting and Tanko Lighting will coordinate with the City to obtain approval and schedule the details. Tanko Lighting will work closely with the City at the start of the maintenance services contract to confirm police detail requirements and to ensure that they are minimized while properly maintaining safe traffic control. Any costs associated with police detail requirements will be the City's responsibility.

Reporting

Tanko Lighting will utilize the same live, online and shared spreadsheet Weekly Report that tracks repair requests to include updates of the locations visited and remedies completed. The Weekly Report will be updated daily as feedback is received and will provide a record of the location, date of the visit, identified issue, remedy, date of remedy completion, and any additional notes. The advantage of the online Weekly Report format is that it serves as virtually a real-time snapshot of the activities in progress and will be available for the City to access at any time.

Post-LED Conversion Maintenance Services

Once the City accepts the final completion of the LED conversion, Tanko Lighting will commence this task, which will include the following services that will be charged to the City based on a monthly fee (which includes all the administrative functions, such as the operation of the Call Center, website, tracking outage reports, reporting, and dispatch per the descriptions below) for this phase for \$1/pole/month. Any actual on-site routine and/or emergency repairs for this phase (as further described below) will be invoiced on a time and materials basis.

Coordinate Repair Requests

Coordination of repair requests will be handled the same way as in the Pre-LED Conversion phase.

Remedy of Routine Repair Requests

Routine repair will be defined in the same way as in the Pre-LED Conversion phase and routine repair requests will be handled per the same protocols and response times as outlined in the Pre-LED Conversion phase above.

Remedy of Emergency Repair Requests

Emergency Repair will be defined in the same way as in the Pre-LED Conversion phase and emergency repair requests will be handled per the same protocols and response times as outlined in the Pre-LED Conversion phase above.

Remedy of Warranty Repairs

Tanko Lighting will serve as the First Responder and, if the repair issue is identified because of a warranty issue (related to the LED conversion, such as a fixture or photocell failure and issues related to the installation, such as incorrect mounting or wiring of fixture), Tanko Lighting will work with the manufacturer and installer to remedy the warranty issue. If a dispatch results in a location experiencing a warranty-related issue, and the remedy can be applied during the initial visit, the initial visit will be at no charge to the City. Any/all other issues will be handled the same way as in the Pre-LED Conversion phase and the City will be charged on a time-and-materials basis for the dispatch services to the field.

Traffic Control

Traffic control will be handled in the same way as outlined in the Pre-LED Conversion Phase above.

Additional Work

For any special and additional work not covered above by routine or emergency maintenance of fixture (including but not limited to arm transfer service on utility poles, pole knockdown replacements, foundation replacements, starting aids, wire inside pole, access hole covers, underground/overhead conductors and cables, tree trimming, loose anchor bolts, pole/fixture painting, fuse replacements, feed wire replacements, leaning poles, repair/replacements of streetlight equipment due to storm damage, police detail), Tanko Lighting will provide a detailed written quotation of the cost and time required to restore the affected light fixture to fully operable condition, including re-installation of the pole where applicable. Tanko Lighting shall commence such repairs following approval and notification to proceed from the City.

Materials Management

Tanko Lighting will access and store (if requested) the City-purchased inventory of spare fixtures to facilitate expedient fixture replacement in case of failure. Tanko Lighting will monitor spare fixture inventory and recommend that the City consider purchasing additional fixture stock as needed to maintain a sufficient fixture inventory.

Administrative Support

If requested by the City, Tanko Lighting will provide a detailed written quotation of the cost and time required to provide supporting documentation to assist the City with its pursuit of third parties for any insurance claims.

Reporting

Tanko Lighting will utilize the same live, online and shared spreadsheet Weekly Report that tracks repair requests to include updates of the locations visited and remedies completed. The Weekly Report will be updated daily as feedback is received and will provide a record of the location, date of the visit, identified issue, remedy, date of remedy completion, and any additional notes. The advantage of the online Weekly Report format is that it serves as virtually a real-time snapshot of the activities in progress and will be available for the City to access at any time.

Appendices

- Appendix A: Online Reporting Form
- Appendix B: Phase 1: Pre-LED Conversion Weekly Report Template
- Appendix C: Phase 2: Post-LED Conversion Weekly Report Template

EXHIBIT B

RATE SCHEDULE

Pre-LED Conversion Maintenance Services

Tanko Lighting will perform the administrative functions (including operation of the Call Center, website, tracking outage reports, reporting, and dispatch per the descriptions below) for this phase for \$1/pole/month. Any actual on-site routine and/or emergency repairs for this phase (as outlined in Exhibit A – Scope of Services) will be invoiced on a time and materials basis based on the hourly rates listed below.

Post-LED Conversion Maintenance Services

Once the City accepts the final completion of the LED conversion, Tanko Lighting will commence this task, which will include the services as outlined in Exhibit A – Scope of Services that will be charged to the City based on a monthly fee (which includes all the administrative functions, such as the operation of the Call Center, website, tracking outage reports, reporting, and dispatch per the descriptions below) for this phase for \$1/pole/month. Any actual on-site routine and/or emergency repairs for this phase (as further described below) will be invoiced on a time and materials basis, which will be invoiced on a time and materials basis based on the hourly rates listed below.

Hourly Rates*			
Ongoing maintenance for all work not covered under LED conversion material/install warranty	Streetlight Maintenance Worker	Hourly Rate/Normal	\$144.00
	Foreman	Hourly Rate/Normal	\$144.00
	Laborer	Hourly Rate/Normal	\$114.00
Ongoing maintenance for all work not covered under LED conversion material/install warranty	Streetlight Maintenance Worker	Hourly Rate/After Hours	\$216.00
	Foreman	Hourly Rate/After Hours	\$216.00
	Laborer	Hourly Rate/After Hours	\$174.00
Ongoing maintenance for all work not covered under LED conversion material/install warranty	Streetlight Maintenance Worker	Hourly Rate/Holiday	\$336.00
	Foreman	Hourly Rate/Holiday	\$336.00
	Laborer	Hourly Rate/Holiday	\$228.00

*Note that all dispatches to the field require a three (3) hour minimum.

Payment Schedule

Tanko Lighting shall invoice the City on a monthly basis by the 10th day of every month, for the previous month's services. Payment is due by the City within 30 days of the invoice.

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

Proof of insurance. Contractor 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. Contractor 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 Contractor, his agents, representatives, employees or subcontractors.

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

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

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

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

Additional insurance. Contractor 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: December 8, 2021

From: Bob Lindsey, City Manager

By: John Di Mario, Development Services Director

SUBJECT: CONSIDERATION OF A PURCHASE ORDER CONTRACT WITH EWING IRRIGATION & LANDSCAPE SUPPLY FOR THE PURCHASE OF A BOOSTER VARIABLE SPEED PUMPING SYSTEM FOR LA PUENTE PARK IN THE AMOUNT OF \$28,950.48

BACKGROUND

At the City Council meeting of October 12, 2021, the City Council approved plans and specifications for irrigation and landscape improvements at La Puente Park. The plans and specifications include landscape and irrigation improvements to the east side of the Park south of the former service road as well as a new booster pump to increase water pressure for irrigation throughout the park.

DISCUSSION

The booster pump system identified in the plans is for a unique and specific size, type and manufacturer. Specifically, these improvements include a new booster pump to increase water pressure for irrigation throughout the park, including the large rotor heads to be installed with the new synthetic turf soccer for the cooling of the turf.

Staff has identified and requested a quotation from a local vendor for the Watertronics Watermax 5000 series pump system for the park (Attachment "A"). As there is a 6 to 8 weeks lead time to assemble the components, construct, and ship this device; Staff is requesting City Council approval for the purchase of this component of the irrigation improvements at this time. The total cost of the pump system is \$28,950.48 with applicable sales tax and shipping fees.

FISCAL IMPACT

Funding for the item is available as an eligible item from the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy (RMC) for which the City has recently received notice of grant funding approval.

RECOMMENDATION

It is recommended that the City Council: (1) award the purchase order contract to Ewing Irrigation & Landscape Supply in the amount of \$28,950.48; and (2) authorize the City Manager to execute the Purchase Order.

ATTACHMENTS

Attachment “A”: Ewing Quotation



Home Office
3441 E. Harbour Drive, Phoenix, AZ 85034
602.437.9530
EwingIrrigation.com



QUOTATION

CHARGE ACCT 10 Ewing South El Monte QUOTE # 8522271
9850 E Rush St PAGE 1 of 1
South El Monte, CA 91733 ORDERED 11/3/2021
PHN 6263509530 FAX 6263504880 QUOTE EXPIRES ON 12/3/2021

SOLD TO: CITY OF LA PUENTE
3167386 15900 E MAIN ST
LA PUENTE, CA 91744
PH 6269261627

SHIP TO: CITY OF LA PUENTE
501 GLENDORA AVE
LA PUENTE, CA 91744
PH 626-506-3255

DELIVERY INSTRUCTIONS:

PO#: WATERMAX PUMP BUYER: Raul Alvarado PH:
P21 JOB: EIP#: BY: DAVID L QUOTE#:
EWING JOB: JOB REF: WATERMAX PUMP

QTY ORDER	ITEM DESCRIPTION	NET	EXTENDED
1	99660000 WMNV-5000-7A-10-460-3-160-103	26,000.0000	26,000.00

STATION PERFORMANCE: 160 GPM@ 55 PSI BOOST
DYNAMIC INLET PRESSURE= 48 PSI
POWER SHALL BE 460 VOLT, 3 PHASE, 60 HERTZ
PRICE DOES NOT INCLUDE-
LOCAL SET UP BY WATERTRONICS
CRANE TO OFF-LOAD AND SET PUMP STATION
SALES TAX

Quotes do not include estimated tax. Once invoiced and local tax location is identified,
applicable taxes will be calculated and applied.

SUB-TOTAL: 26,000.00
TAX: 0.00
SHIPPING & HANDLING: 350.48
AMOUNT DUE: 26,350.48

No recommendation has been made by, or provided to, the seller concerning the use of the pesticide covered by this invoice.
PROPOSITION 65 WARNING: Some of the products on your order may expose you to chemicals that are known to the State of
California to cause cancer, birth defects and reproductive harm. Learn more at <https://www.p65warnings.ca.gov/>



City of La Puente AGENDA REPORT

To: Mayor and City Council

For meeting of: December 8, 2021

From: Bob Lindsey, City Manager

By: Troy Grunklee, CPA, Director of Administrative Services

SUBJECT: CONSIDERATION OF APPROVAL OF ALLOCATION OF THE FINAL DISTRIBUTION OF AMERICAN RESCUE PLAN ACT (“ARPA”) FUNDS WITHIN FEDERAL GUIDELINES OF GRANT AND A RESOLUTION AMENDING THE FISCAL YEAR 2021/2022 OPERATING BUDGET

BACKGROUND

The American Rescue Plan Act of 2021 is a \$1.9 trillion economic stimulus bill passed by the 117th United States Congress and signed into law by President Joe Biden on March 11, 2021, to speed up the United States’ recovery from the economic and health effects of the COVID-19 pandemic and the ongoing recession. Included in this economic stimulus bill is \$65.1 billion in relief for cities, towns, and villages which is historic, as it is the first time in history that the federal government has provided funding to all municipalities. The allowable uses of the funds are rather broad in comparison to the funding received through the State from the CARES Act. The uses of the funds include:

- Responding to the COVID-19 emergency and addressing its economic effects, including through aid to households, small businesses, nonprofits, and industries such as tourism and hospitality.
- Providing premium pay to essential employees or grants to their employers. Premium pay cannot exceed \$13 per hour or \$25,000 per worker.
- Providing government services affected by a revenue reduction resulting from COVID-19.
- Making investments in water, sewer or broadband infrastructure.

The legislation specifically states that local government agencies may not utilize the funding for the purposes of pension costs.

At the April 13, 2021 Council Meeting, City staff presented ideas for use of these funds and took questions and suggestions from the Council. City staff were directed to evaluate the questions and suggestions and bring the updated item back to the May 11, 2021 City Council meeting.

At the May 11, 2021 Council Meeting, City staff presented the revised ideas based on the previous discussion and direction. City staff were directed to schedule individual meetings with Councilmembers to gather additional feedback and potentially revise the funding plan to present to Council at the May 25, 2021 meeting.

At the May 25, 2021 Council Meeting, City Council approved the expenditure plan for thirteen (13) categories supporting various programs throughout the community.

DISCUSSION

The first installment of ARPA was received on July 14, 2021, totaling \$4,738,300. The City Council previously approved an expenditure plan for the thirteen (13) categories which totaled \$3,728,200, leaving an additional \$1,010,100 that has not been allocated.

City staff is recommending the City Council allocate the remaining \$1,010,100 of the 2021/2022 ARPA funds to be expended consistent with the federal guidelines of the grant.

FISCAL IMPACT

The fiscal impact of this action is \$1,010,100 to allocate the remaining 2021/2022 ARPA funds received.

RECOMMENDATION

It is recommended that the City Council: (1) approve the allocation of \$1,010,100 of ARPA funds to be expended consistent with the federal guidelines of grant, (2) authorize the City Manager to approve purchase orders as may be required by the City's Procurement Policy, and (3) adopt Resolution No. 21-5675 amending the adopted Operating Budget for Fiscal Year 2021/2022 to increase to increase expenditures by \$1,010,100.

ATTACHMENTS

Attachment "A": Resolution No. 21-5675

RESOLUTION NO. 21-5675

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF LA PUENTE, CALIFORNIA, AMENDING THE
ADOPTED OPERATING BUDGET FOR FISCAL YEAR
2021/2022**

WHEREAS, on May 25, 2021, the City Council approved and adopted the Fiscal Year (“FY”) 2021-22 operating budget; and

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

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

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

SECTION 2. The City of La Puente’s Operating Budget for Fiscal Year 2021-2022 is hereby amended to increase the appropriation of expenditures appropriations in the American Rescue Act Fund (Fund 263) by \$1,010,100 in account number 263-3320-53111.

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

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

PASSED, APPROVED AND ADOPTED this 8th day of December, 2021, by the following vote:

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

Charlie Klinakis, Mayor

ATTEST:

Sheryl Garcia, City Clerk