

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.



**CLOSED SESSION AND REGULAR MEETING OF
LA PUENTE CITY COUNCIL AND SUCCESSOR AGENCY**

COUNCIL CHAMBERS

15900 EAST MAIN STREET, LA PUENTE

APRIL 12, 2022

6:00 P.M. CLOSED SESSION

7:00 P.M. REGULAR SESSION

6:00 P.M. CLOSED SESSION

CALL TO ORDER

ROLL CALL

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

PLEDGE OF ALLEGIANCE

ORAL COMMUNICATIONS

At this time, only item(s) on the Closed Session agenda may be discussed in Public Comments.

RECESS INTO CLOSED SESSION

CLOSED SESSION

1. THE CITY COUNCIL WILL RECESS TO CLOSED SESSION, CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION, Pursuant to Government Code 54956.9 (d)(1) – City of La Puente v. Dank City et al, LASC Case # 21PSCV00417
2. THE CITY COUNCIL WILL RECESS TO CLOSED SESSION, Conference with Real Property Negotiators pursuant to Government Code Section 54956.8:
Property Location/Owners: 651 Glendora Avenue, La Puente, California, 91744, Assessor's Parcel Number 8213-023-004 – Robert F. Tran and Jacqueline Hsu
City Negotiators: Bob Lindsey, City Manager and John DiMario, Director of Development Services
Under Negotiation: Price and terms for acquisition of the real property
3. THE CITY COUNCIL WILL RECESS TO CLOSED SESSION, CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION, Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2) (two cases)

RECONVENE TO OPEN SESSION

REPORT OUT OF CLOSED SESSION

ADJOURNMENT

7:00 P.M. REGULAR SESSION

CALL TO ORDER

ROLL CALL

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

PLEDGE OF ALLEGIANCE

PRESENTATIONS

Presentation of Proclamation Recognizing April as Donate Life Month

ORAL COMMUNICATIONS

If you wish to address the City Council/Successor Agency on an item other than a public hearing matter, 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. All speakers are requested to observe the City's Rules of Decorum when addressing the City Council. (LPMC section 2.04.120.)

BOARDS/COMMISSION/COMMITTEE REPORTS

Council Members provide a report on any Boards/Commission/Committee meetings, listed below, that they have attended or that have occurred.

<u>ORGANIZATION</u>	<u>DEL/ALT</u>	<u>MONTHLY MEETINGS</u>	<u>TIME</u>
California Contract Cities Association	Argudo/Quinones	3 rd Wednesday	6:30 p.m.
Sanitation District 15 & 21	Klinakis/Munoz	4 th Wednesday	1:30 p.m.
League of California Cities L.A. Div.	Argudo/Mendoza	1 st Thursday	6:30 p.m.
City Selection Committee	Klinakis/Munoz	When Necessary	6:30 p.m.
San Gabriel Valley COG	Quinones/Argudo	3 rd Thursday	4:00 p.m.
California JPIA	Quinones/All Council	4 th Wednesday	6:30 p.m.
Foothill Transit Governing Board	Munoz/Klinakis	3 times per year or as needed	7:30 a.m.
San Gabriel Valley Mosquito & Vector Control District	Klinakis	2 nd Friday	7:00 a.m.

A. MINUTES OF PREVIOUS CITY COUNCIL AND SUCCESSOR AGENCY MEETINGS

A-1 READ AND APPROVE THE MINUTES OF THE CITY COUNCIL AND SUCCESSOR AGENCY MEETING OF MARCH 22, 2022

Staff Recommendation: It is recommended that the City Council and Successor Agency waive the reading and approve the Minutes of the City Council and Successor Agency meeting of March 22, 2022.

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 RESOLUTION APPROVING WARRANT REGISTER NO. 1527

Staff Recommendation: It is recommended that the City Council and Successor Agency adopt Resolution No. 22-5701 approving Warrant Register No. 1527.

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

Staff Recommendation: It is recommended that the City Council adopt Resolution No. 22-5702, authorizing the City Council, City Boards, and all Commissions of the City continue to hold teleconferenced meetings from April 15, 2022 through May 15, 2022.

D-3 CONSIDERATION OF A RESOLUTION RESCINDING RESOLUTION NO. 22-5689, DECLARING AS SURPLUS PROPERTY ONE VEHICLE IN THE CITY'S FLEET, AUTHORIZING THE SALE OF THE SURPLUS VEHICLE BY ENTERPRISE FLEET MANAGEMENT FOR THE SALE OF THE VEHICLES

Staff Recommendation: It is recommended that the City Council: (1) adopt Resolution No. 22-5703 rescinding Resolution 22-5689 and declare as surplus property, one vehicle in the City's fleet, authorizing the sale of the surplus vehicle at auction; and (2) authorize the City Manager to execute the Agreements on behalf of the City.

D-4 CONSIDERATION OF A RESOLUTION AMENDING THE FISCAL YEAR 2021/2022 OPERATING BUDGET

Staff Recommendation: It is recommended that the City Council adopt Resolution No. 22-5704 amending the adopted Operating Budget for Fiscal Year 2021/22.

D-5 CONSIDERATION OF AWARD OF CONSTRUCTION CONTRACT TO KORMEX CONSTRUCTION, INC. FOR THE LA PUENTE PARK SIDEWALK IMPROVEMENTS IN THE AMOUNT OF \$178,625.00

Staff Recommendation: It is recommended that the City Council: (1) award the contract to Kormex Construction, Inc. in the total amount of \$178,625; (2) authorize the City Manager to execute the Agreement and approve change orders up to 10% of the original bid amount; and (3) approve Resolution No. 22-5705 amending the Fiscal Year 2021/2022 Capital Budget.

D-6 CONSIDERATION OF AWARD OF CONSTRUCTION CONTRACT TO WEST COAST TURF FOR LA PUENTE PARK SOD INSTALLATION IN THE AMOUNT OF \$132,300.00

Staff Recommendation: It is recommended that the City Council: (1) award the contract to West Coast Turf in the amount of \$132,300.00; (2) authorize the City Manager to execute the Agreement and approve change orders up to 10% of the original bid amount; and (3) approve Resolution No. 22-5706 amending the FY 2021/2022 Capital Budget.

- D-7 CONSIDERATION OF AN AGREEMENT BETWEEN EXPOSHOWS, INC. AND THE CITY FOR A PYROTECHNIC DISPLAY FOR THE CITY’S FORTUNATO JIMENEZ INDEPENDENCE DAY CELEBRATION IN THE AMOUNT OF \$31,500

Staff Recommendation: It is recommended that the City Council: (1) adopt Resolution No. 22-5707 adopting findings to dispense with the competitive bidding process; (2) approve the Agreement with Exposhows, Inc. in the amount of \$31,500; and (3) authorize the City Manager to execute the Agreement on behalf of the City.

- D-8 CONSIDERATION OF AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT WITH SIEMENS INDUSTRY INC. FOR TRAFFIC SIGNAL MAINTENANCE SERVICES

Staff Recommendation: It is recommended that the City Council: (1) approve Amendment No. 3 with Siemens Industry, Inc.; and (2) authorize the City Manager to execute the amendment on behalf of the City.

E. NEW BUSINESS TO BE CONSIDERED BY THE CITY COUNCIL

- E-1 UPDATE, DISCUSSION AND DIRECTION REGARDING CURRENT AND UPCOMING PROJECTS AT LA PUENTE PARK

Staff Recommendation: It is recommended that the City Council: (1) discuss this item and provide any necessary direction to Staff; and (2) authorize the City Manager to negotiate and execute all purchase orders and contracts necessary to carry out City Council’s direction.

- E-2 DISCUSSION AND DIRECTION REGARDING NAMING RIGHTS FOR THE LA PUENTE NATURE CENTER AND OTHER CITY FACILITIES (MAYOR KLINAKIS)

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

- E-3 DISCUSSION AND DIRECTION REGARDING CURRENT AND FUTURE PROGRAMMING WITHIN THE COMMUNITY SERVICES DEPARTMENT (MAYOR KLINAKIS)

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

ADHOC COMMITTEE REPORTS

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

	<u>NAME</u>	<u>MEMBERS</u>
1.	Code Enforcement	Klinakis/Mendoza
2.	La Puente Park Master Plan and Youth Program Oversight	Munoz/Quinones
3.	Comprehensive Fee Schedule	Klinakis/Munoz
4.	Park Ordinance Oversight	Klinakis/Argudo
5.	Project LEAD	Mendoza/Quinones
6.	Community Safety and Welfare	Argudo/Quinones
7.	Homeless Oversight	Klinakis/Quinones
8.	LPQT Action Committee	Mendoza/Quinones

AB 1234 REPORTS

ORAL COMMENTS FROM COUNCIL

ORAL COMMENTS FROM STAFF

ADJOURNMENT

AVAILABILITY

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

AMERICANS WITH DISABILITIES

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in a City meeting or other services offered by the City, please contact the City Clerk's Office at (626) 855-1500. Notification at least 48 hours prior to the meeting or time when services are needed will assist City staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting or service.

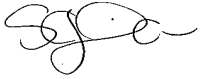
MEETING TIMES

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

CERTIFICATION

I hereby certify under penalty of perjury, under the laws of the State of California that the foregoing agenda was posted in accordance with the applicable legal requirements.

Dated this 7th day of April, 2022.



Sheryl Garcia, MMC, CPM
City Clerk

MINUTES
LA PUENTE CITY COUNCIL AND SUCCESSOR AGENCY
REGULAR MEETING OF
MARCH 22, 2022

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.lapiente.org.

A Regular Meeting of the City Council of the City of La Puente was held in the Council Chambers of City Hall, 15900 East Main Street, La Puente, California, on Tuesday, March 22, 2022, at 7:00 p.m.

CALL TO ORDER

Mayor Klinakis called the meeting to order at 7:00 p.m.

ROLL CALL

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

Members absent: Argudo.

Staff members present: City Manager Bob Lindsey, Assistant City Attorney Jesse Jauregui, City Clerk Sheryl Garcia, Director of Administrative Services Troy Grunklee, Finance Manager Alexander Merkel-Medina, Director of Development Services John Di Mario, Office Specialist Christine Soo, and Office Specialist Natalie Romo.

PLEDGE OF ALLEGIANCE

Mayor Klinakis led the Pledge of Allegiance.

PRESENTATIONS - None

ORAL COMMUNICATIONS

Amadeo Rodriguez thanked the Programs Reemployment Outreach Services (PROS) team for their dedicated services to the community and professionalism. He spoke of his positive experience when collaborating with the PROS team to assist residents in need of housing. He expressed hope that the City would make their services a permanent program and that the PROS team continues to grow. He further spoke regarding the community's need for veteran support services. Lastly, he offered veteran resources from his detachment in the Marine Corps League and Battleship Iowa.

Mayor Pro Tem Munoz requested that Oral Comments from Council be heard at this time.

ORAL COMMENTS FROM COUNCIL

Mayor Pro Tem Munoz introduced and welcomed the PROS team to provide an update regarding an opportunity that was presented to the City and would move forward programming.

The PROS team introduced themselves and Raymond Perez from the Beautification program.

Mr. Perez shared his story experiencing homelessness and expressed his appreciation for the opportunity to better his life utilizing the resources offered through the Beautification Program.

Brian Torres from the PROS team spoke regarding Mr. Perez's tremendous work ethic and successes within the program. He noted that part of the Beautification Program entails of resume building, mock interviews, and job search. He announced that Mr. Perez was able to apply for a position at Disneyland using those resources and was offered a job with them.

Reanna Lopez from the PROS team provided an update regarding their recent work. She thanked Michael Gutierrez from St. Louis of France Church for collaborating with Mayor Pro Tem Munoz to realize a funding opportunity. She further extended gratitude to Omar Hernandez and his team at Global Urban Strategies for successfully utilizing the City's allocation of \$6,000 to the grant writing process. She further announced that the City was recently awarded a \$3.6 million dollar grant from the Californians for All Youth Workforce Development Program. Lastly, she specified that the funds would be utilized towards job creation, additional programming, and youth development services within the City.

Brian Torres provided a reminder regarding the Veteran's Dinner on April 14th from 6 to 8pm. He announced the guest speaker as Sgt. Montoya from the U.S. Marine Corps. He further requested that the City Council assist the PROS team in sending him a formal invitation to the event.

Omar Hernandez from Global Urban Strategies thanked the City Council for the opportunity to write the grant proposal to the Californians for All Youth Workforce Development Program. He expressed excitement for the many opportunities the grant award will bring to the community.

BOARDS/COMMISSION/COMMITTEE REPORTS – None

A. MINUTES OF PREVIOUS CITY COUNCIL AND SUCCESSOR AGENCY MEETINGS

A-1 READ AND APPROVE THE MINUTES OF THE CITY COUNCIL AND SUCCESSOR AGENCY MEETINGS OF MARCH 8, 2022

A motion was made by Mayor Pro Tem Munoz, seconded by Council Member Mendoza, to waive the reading and approve the Minutes of the City Council and Successor Agency meetings of March 8, 2022. The motion carried by the following roll call vote:

AYES: Klinakis, Munoz, Mendoza, Quinones.
NOES: None
ABSTAIN: None
ABSENT: Argudo

B. PUBLIC HEARINGS BEFORE THE CITY COUNCIL – None

C. UNFINISHED BUSINESS OF THE CITY COUNCIL – None

D. CITY COUNCIL AND SUCCESSOR AGENCY CONSENT CALENDAR

Staff pulled item D-6 for further discussion.

A motion was made by Mayor Pro Tem Munoz, seconded by Council Member Mendoza, to approve Consent Calendar Items D-1 through D-5. The motion carried by the following roll call vote:

AYES: Klinakis, Munoz, Argudo, Mendoza, Quinones.
NOES: None
ABSTAIN: None
ABSENT: Argudo

D-1 CONSIDERATION OF A RESOLUTION APPROVING WARRANT REGISTER NO. 1526

Action Taken: The City Council and Successor Agency adopted Resolution No. 22-5699 approving Warrant Register No. 1526.

D-2 CONSIDERATION OF THE 2021 HOUSING ELEMENT ANNUAL PROGRESS REPORT

Action Taken: The City Council: (1) received and filed the 2021 Housing Element Annual Progress Report; and (2) directed Staff to submit the report to HCD and OPR.

D-3 CONSIDERATION OF AN AGREEMENT FOR CONSTRUCTION SERVICES WITH MDJ MANAGEMENT LLC FOR AN ADDITIONAL MAINTENANCE BUILDING IN THE CITY YARD AT LA PUENTE PARK IN THE AMOUNT OF \$438,433.13

Action Taken: The City Council: (1) approved the agreement for construction services with M D J Management, LLC for an additional maintenance building in the City Yard at La Puente Park in the amount of \$438,433.13; and (2) authorized the City Manager to execute the Agreement and approve change orders up to 10% of the original bid amount.

D-4 PRESENTATION OF FEBRUARY 2022 REQUISITION SUMMARY REPORT

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

D-5 PRESENTATION OF FEBRUARY 2022 INVESTMENT REPORT

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

D-6 CONSIDERATION OF A CHANGE ORDER WITH FEC ELECTRIC, INC. FOR PHASE 3 ELECTRICAL IMPROVEMENTS AT LA PUENTE PARK IN THE AMOUNT OF \$58,700.00 FOR THE PURCHASE AND INSTALLATION OF TWELVE DECORATIVE SECURITY LIGHTS TO BE INSTALLED AT LA PUENTE PARK

Staff pulled this item for further discussion.

Director of Developmental Services Di Mario provided a report regarding the consideration to augment the change order with FEC Electric Inc. He informed the City Council that Staff had not included additional electrical work required on the eastside of the park that amounted to \$14,743.70. He noted that augmenting the amount would total the change order to \$73,443.70. Lastly, he itemized the expenditures to be used on 12 concrete pole boxes, new wiring and connection for the portable offices on the maintenance yard, and three 50-amp receptacles at various location at the park to provide adequate power for special events.

In response to an inquiry by Mayor Klinakis regarding the size of the decorative security lights, Director of Developmental Services Di Mario responded that the lights are 12 feet tall.

Discussion ensued regarding the lighting installations and additional power sources.

A motion was made by Mayor Klinakis, seconded by Mayor Pro Tem Munoz to approve the change order with FEC Electric, Inc. in the amount of \$73,443.70 for Phase 3 electrical improvements at La Puente Park. The motion carried by the following roll call vote:

AYES: Klinakis, Munoz, Mendoza, Quinones.
NOES: None
ABSTAIN: None
ABSENT: Argudo

E. NEW BUSINESS TO BE CONSIDERED BY THE CITY COUNCIL

E-1 PRESENTATION OF FEBRUARY 2022 BUDGET REPORT

Finance Manager Merkel-Medina provided a report regarding the February 2022 budget report.

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

E-2 CONSIDERATION OF A RESOLUTION SETTING THE TIME OF REGULAR MEETINGS OF THE CITY COUNCIL (MAYOR KLINAKIS)

City Clerk Garcia provided a presentation regarding the time of regular closed session meetings that is set by a resolution. She noted that the current start time is set at 6:30 pm. She further recounted a suggestion made by Mayor Klinakis to amend the time for regular closed session meetings to 6:00 pm.

A motion was made by Mayor Klinakis, seconded by Council Member Quinones to adopt Resolution No. 22-5700 establishing the time for regular closed session meeting to begin at 6:00 pm. The motion carried by the following roll call vote:

AYES: Klinakis, Munoz, Mendoza, Quinones.
NOES: None
ABSTAIN: None
ABSENT: Argudo

AD HOC COMMITTEE REPORTS

Code Enforcement: Nothing to report.

La Puente Park Master Plan and Youth Program Oversight: Mayor Pro Tem Munoz reported the ad hoc committee met to discuss the current park projects along with discussions regarding funding and grants. She further spoke regarding the City's purchase of trees for planting at the park.

Mayor Pro Tem Munoz requested that a park update be included as an item for the next City Council meeting.

Comprehensive Fee Schedule: Nothing to report.

Park Ordinance Oversight: Nothing to report.

Project LEAD: Council Member Quinones shared that Project LEAD would be working with La Puente High School next for the mural project. He further spoke of an idea from City Manager Lindsey to recognize students utilizing the marquees at the park and community center. He reported reaching out to principals in the community for their input on students that have accomplishments that deserve recognition.

Mayor Klinakis spoke of a meeting with the principal of Bassett High School who identified areas that would benefit from the mural project.

Community Safety and Welfare: Nothing to report.

Homeless Oversight: Mayor Klinakis spoke regarding improvements to the homelessness issue within the City. He reported discussion with staff and sheriffs regarding their plan of action. He noted that there are a people experiencing homelessness who are reluctant to receive support services and expressed hope that establishing other programs would better aid their needs.

Council Member Quinones thanked City Staff, the PROS Team, and the SAO team for their swift response to an incident that occurred within City Hall.

LPQT Action Committee: Nothing to report.

AB 1234 REPORTS - None

ORAL COMMENTS FROM COUNCIL

Mayor Klinakis spoke regarding a recent burglary located at Harbor Freight, LASD Sergeant Smith noted there was an ongoing investigation and praised the flock camera system for helping to reduce crime in the City.

Council Member Mendoza thanked all Staff for their participation and organization of the La Puente National Little League ceremonies event on March 21, 2022.

ORAL COMMENTS FROM STAFF

City Manager Lindsey thanked Juan Galvan for his work developing the shed located at the maintenance yard for City vehicles. He stated that Spohn Ranch would begin construction for the beginner skate park the following day and noted that completion should be expected within the next 45 days. He thanked Omar Hernandez for his work on the social media accounts. Lastly, he thanked Council Member Quinones for an image he sent over to post on the park marquee.

Mayor Pro Tem Munoz encouraged the City Council to walk through the park to observe the enhancement process. She further spoke of her experience visiting the park with her father and watching it continue to transform. She thanked City Manager Lindsey for pushing the project forward and to all parties involved that have helped realize the project including elected officials that provide funding.

CLOSED SESSION

1. THE CITY COUNCIL WILL RECESS TO CLOSED SESSION, CONFERENCE WITH LEGAL COUNSEL ANTICIPATED LITIGATION, Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2) (one case)

The closed session item was continued to a future City Council meeting.

ADJOURMENT

There being no further business before the City Council, Mayor Klinakis adjourned the meeting at 8:02 p.m.

Approved this 12th day of April, 2022.

Sheryl Garcia
City Clerk

Charlie Klinakis
Mayor/Chair

RESOLUTION NO. 22-5701

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF LA PUENTE ALLOWING CERTAIN CLAIMS AND
DEMANDS IN THE AMOUNT \$981,780.10 (WARRANT
REGISTER 1527)**

THE CITY COUNCIL OF THE CITY OF LA PUENTE DOES HEREBY RESOLVE,
DETERMINE AND ORDER AS FOLLOWS:

SECTION 1: That in accordance with Section 37202 of the Government Code, the Director of Administrative Services, or designated representative, hereby certifies, and the City Manager hereby approves the accuracy of the following demands and the availability of funds for payment thereof.

APPROVED

EXAMINED

Bob Lindsey, City Manager

Troy Grunklee, CPA
Director of Administrative Services

SECTION 2: That the following claims and demands numbered 7313 through 7427 ACH(s) numbered 355 through 360, and Draft numbered 01562 through 01572 except voided warrants 7329 and 7426 have been audited as required by law and the same are hereby allowed in the amounts hereinafter set forth on the attached check registers.

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

Sheryl Garcia, City Clerk

PASSED, APPROVED AND ADOPTED this 12nd day of April 2022, by the following vote:

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

Charlie Klinakis, Mayor

ATTEST:

Sheryl Garcia, City Clerk



City of La Puente

Check Register Report

By Payment Number

Payment Dates 3/14/2022 - 4/1/2022

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
355	3/18/2022	SEIU	COPE FUND		10.00
	INV0006949	COPE FUND CONTRIBUTION		100-20380	3.16
	INV0006949	COPE FUND CONTRIBUTION		260-20380	1.84
	INV0007057	COPE FUND CONTRIBUTION		100-20380	2.35
	INV0007057	COPE FUND CONTRIBUTION		260-20380	2.65
356	3/18/2022	SEIU	SEIU - LOCAL 721		940.16
	INV0006948	EMPLOYEE DUES		100-20380	343.47
	INV0006948	EMPLOYEE DUES		200-20380	19.76
	INV0006948	EMPLOYEE DUES		203-20380	1.98
	INV0006948	EMPLOYEE DUES		205-20380	1.98
	INV0006948	EMPLOYEE DUES		210-20380	28.98
	INV0006948	EMPLOYEE DUES		215-20380	1.98
	INV0006948	EMPLOYEE DUES		260-20380	51.85
	INV0006948	EMPLOYEE DUES		285-20380	28.99
	INV0007056	EMPLOYEE DUES		100-20380	314.91
	INV0007056	EMPLOYEE DUES		200-20380	34.28
	INV0007056	EMPLOYEE DUES		203-20380	3.96
	INV0007056	EMPLOYEE DUES		205-20380	3.97
	INV0007056	EMPLOYEE DUES		210-20380	38.16
	INV0007056	EMPLOYEE DUES		260-20380	25.98
	INV0007056	EMPLOYEE DUES		285-20380	39.91
357	3/18/2022	ALTALANG	ALTA LANGUAGE SERVICES, INC.		858.75
	IN579950	03/08 SPANISH INTERPRETATION		100-1120-53111	858.75
358	3/25/2022	LANWEST	LANDSCAPE WEST MANAGEMENT SERVICES INC		14,564.46
	10278	02/22 SR CENTER LANDSCAPE SVC		100-4130-53814	168.48
	10278	02/22 ELLIOT PLACE TR-ANGLE SVC		200-3120-53814	252.52
	10278	02/22 MEDIANS LANDSCAPE SVC		200-3120-53814	5,408.74
	10278	02/22 CH LANDSCAPE SVC		285-3330-53814	2,080.69
	10292	02/22 BACKFLOW REPAIR		100-3330-53822	6,254.03
	10292	02/22 NEW PLANTS		200-3120-53814	400.00
359	3/25/2022	TANKO	TANKO LIGHTING		1,620.00
	68046	02/22 ST LIGHT MTCE		285-3330-53111	1,620.00
360	3/25/2022	TURALL	TURF ALLIANCE, LLC		145,607.52
	22-010-06	SKATEPARK BOUNDARY TURF		283-5603-59300	17,965.60
	22-010-07	LP PARK SOCCER FIELD-RETENTION		283-20220	-6,718.00
	22-010-07	LP PARK SOCCER FIELD		283-5600-59300	134,359.92
7313	3/14/2022	ACTDES	ACTION DESIGNZ, LLC		11,769.06
	16975	LPNLL UNIFORMS		263-3320-53993	11,769.06
7314	3/18/2022	STADIS	CALIFORNIA STATE DISBURSEMENT UNIT		197.50
	INV0007046	CHILD SUPPORT		100-20399	197.50
7315	3/18/2022	NATRS	NATIONWIDE RETIREMENT		120.00
	INV0007050	Employee Contribution		100-20340	115.40
	INV0007050	Employee Contribution		200-20340	1.15
	INV0007050	Employee Contribution		203-20340	1.15
	INV0007050	Employee Contribution		205-20340	1.15
	INV0007050	Employee Contribution		210-20340	1.15

Check Register Report

Payment Dates: 3/14/2022 - 4/1/2022

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
7316	3/18/2022 INV0007047	FTB PR WITHHOLDING ORDER	STATE OF CALIFORNIA FRANCHISE TAX BOARD	100-20399	250.00 250.00
7317	3/18/2022 INV0007054 INV0007054 INV0007054 INV0007054 INV0007054 INV0007054	USBANK PARS RETIREMENT PARS RETIREMENT PARS RETIREMENT PARS RETIREMENT PARS RETIREMENT PARS RETIREMENT	U.S BANK PARS ACCT# 6746022400	100-20340 200-20340 205-20340 260-20340 263-20340 285-20340	4,311.87 3,094.02 256.96 66.27 78.23 626.23 190.16
7318	3/18/2022 1J3W-V7XK-CM1C 1JFT-QJ64-N7KF	AMABUS TIRE REPAIR KIT CABLE LABELING KIT	AMAZON CAPITAL SERVICES INC	100-2110-53011 550-6100-53018	605.34 162.78 442.56
7319	3/18/2022 LPM-22-000535	AMERI 02/22 LOAN MONITORING	AMERINATIONAL	100-3320-53111	529.80 529.80
7320	3/18/2022 75700839	CBEEQU 03/22 CH COPIER LEASE	CELL BUSINESS EQUIPMENT	100-1150-53911	464.83 464.83
7321	3/18/2022 4112363771	CINTA 03/22 SR CENTER MAT RENTAL	CINTAS CORPORATION #693	100-4130-53813	156.35 156.35
7322	3/18/2022 74633205	CONCEN PRE EMPLOYMENT PHYSICAL	CONCENTRA	100-1135-53406	226.00 226.00
7323	3/18/2022 51138	CROWN 2018 GMC CANYON GRAPHICS	CROWN GRAPHICS	555-3150-53812	268.95 268.95
7324	3/18/2022 INV0007063	DONTIM 2021-79 BUSINESS GRANT	DONUT TIMES	263-3320-53981	5,000.00 5,000.00
7325	3/18/2022 7-688-43962	FEDEXP POSTAGE-DATA TICKET	FEDERAL EXPRESS CORP	100-2110-53012	60.16 60.16
7326	3/18/2022 0000937491 0000937492	FIRMAS CC KITCHEN HOOD MTCE SC KITCHEN HOOD MTCE	FIREMASTER	100-4100-53811 100-4130-53811	1,101.35 621.85 479.50
7327	3/18/2022 903315	JUGSPO PITCHING MACHINES-LP PARK (6)	JUGS SPORTS	263-3320-53012	16,836.01 16,836.01
7328	3/18/2022 INV0007062	LPNLL LPNLL-CATCHER'S GEAR & SOCKS	LA PUENTE NATIONAL	263-3320-53993	3,826.95 3,826.95
7330	3/18/2022 14871 14871 14871	MANCIL BUSINESS CARDS-DOMINGUEZ BUSINESS CARDS-HUERTA BUSINESS CARDS-SAUCEDO	MANCILLA'S QUALITY PRINTING	100-4100-53976 100-4110-53976 100-4130-53976	132.00 44.00 44.00 44.00
7331	3/18/2022 126802 126804 126810 126827 126890 126972 126993 127052 127056 127063 127117 127118	MERRIT HAND SANDER/SANDPAPER BRUSH/PUSHBROOM/SANDPAPER SNIPS OFFSET COUPLE PVC 2" CABLE TIES MTCE SUPPLIES GRAFFITI SUPPLIES HAT HOSE/NIPPLE/COUPLING GRAFFITI SUPPLIES MAGNUM LOCK 2" SINGLE CUT KEY	MERRITTS HARDWARE	100-3330-53012 100-3330-53012 100-4130-53012 100-3330-53822 100-3330-53012 100-3330-53012 200-3120-53016 100-3330-53012 100-3330-53822 200-3120-53016 100-3330-53012 100-3330-53012	889.69 -33.08 80.15 38.45 8.55 31.19 107.44 63.68 13.19 285.58 62.80 19.79 16.50

Check Register Report

Payment Dates: 3/14/2022 - 4/1/2022

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
	127124	MARKING PAINT		100-3330-53822	96.75
	127150	GRAFFITI SUPPLIES		200-3120-53012	47.00
	127176	GRAFFITI SUPPLIES		200-3120-53016	51.70
7332	3/18/2022	MOOVA	MOON VALLEY NURSERY		218,068.81
	4565	LP PARK TREES		280-5607-59300	218,068.81
7333	3/18/2022	SAFBUS	SAFEGUARD BUSINESS SYSTEMS		885.16
	034830847	AP/PAYROLL CHECKS		100-1130-53011	885.16
7334	3/18/2022	SOUCAL	SOUTHERN CALIFORNIA NEWS GROUP		305.48
	A4D6F5A3-0001	AD-CITY NOTICES		100-1120-53411	305.48
7335	3/18/2022	STIAN	STILES ANIMAL REMOVAL, INC.		400.00
	1770	01/22 ANIMAL DISPOSAL SVC		100-2130-53111	200.00
	1813	02/22 ANIMAL DISPOSAL SVC		100-2130-53111	200.00
7336	3/18/2022	SUPALA	SUPERIOR ALARM SYSTEMS		684.20
	221978	ALARM PANEL MGMT SOFTWARE		100-1150-53813	684.20
7337	3/18/2022	GASCO	THE GAS COMPANY		978.45
	INV0007061	02/04-03/08 GAS-COMM CENTER		100-4100-53711	78.28
	INV0007061	02/04-03/08 GAS-YLAC		100-4110-53711	699.94
	INV0007061	02/04-03/08 GAS-SR CENTER		100-4130-53711	200.23
7338	3/18/2022	TOWENT	TOWO ENTERPRISE INC		20,063.97
	05	PARK ACCESS RD RETENTION #5		263-20220	-559.68
	05	PARK ACCESS RD PYMT #5		263-5599-59300	11,193.59
	05	PARK ACCESS RD RETENTION #5		284-20220	-496.32
	05	PARK ACCESS RD PYMT #5		284-5599-59300	9,926.38
7339	3/18/2022	WILFIN	WILLDAN FINANCIAL SERVICES		1,475.00
	010-50658	20/21 ANNUL CONTINUING DISCLOSURE SVC		100-1130-53111	150.00
	010-50658	20/21 ANNUL CONTINUING DISCLOSURE SVC		203-3120-53111	587.50
	010-50658	20/21 ANNUL CONTINUING DISCLOSURE SVC		205-3120-53111	587.50
	010-50658	20/21 ANNUL CONTINUING DISCLOSURE SVC		500-3210-53111	150.00
7340	3/25/2022	AGRTUR	AGRI-TURF DISTRIBUTING, LLC		1,495.24
	73466	LP PARK FERTILIZER		100-3330-53822	187.61
	73843	LP PARK FERTILIZER		100-3330-53822	1,307.63
7341	3/25/2022	ANOINC	ANOKIA INC		1,044.00
	2022032301	HEALTH DEPT PLANS REIM-SNACK BAR		285-3330-53813	1,044.00
7342	3/25/2022	ARC	ARC		70.86
	11165712	DOCUMENT REPRODUCTION		100-3300-53011	70.86
7343	3/25/2022	ATT	AT&T		63.51
	000017867092	02/06-03/05 PHONE-CITY HALL LINE		100-1150-53715	20.89
	000017867093	02/06-03/05 PHONE-MTCE 911 LINE		285-3330-53715	20.89
	000017915940	02/13-03/12 PHONE-LP PARK SNACK BAR		285-3330-53715	21.73
7344	3/25/2022	BOBMUR	BOB MURRAY & ASSOCIATES		3,217.64
	9470	EXECUTIVE RECRUITMENT SVC		100-4100-53111	3,217.64
7345	3/25/2022	BOWSPO	BOWNET SPORTS		7,206.77
	INV0007088	LP SOFTBALL-BOWNETS		263-3320-53993	7,206.77
7346	3/25/2022	VELBRY	BRYAN VELASCO		35.00
	INV0007074	PRE EMPLOYMENT LIVESCAN REIM-VELASCO		100-1135-53406	35.00
7347	3/25/2022	CONCEN	CONCENTRA		678.00
	74701546	PRE EMPLOYMENT PHYSICALS		100-1135-53406	678.00

Check Register Report

Payment Dates: 3/14/2022 - 4/1/2022

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
7348	3/25/2022 INV0007087	CONNIE 2021-22 BUSINESS GRANT	CONNIE'S BARBER SHOP & BEAUTY	263-3320-53981	5,000.00 5,000.00
7349	3/25/2022 2022-31	CRSINC FY 21/22 STATE MANDATING FILING	COST RECOVERY SYSTEMS INC.	100-1130-53111	5,750.00 5,750.00
7350	3/25/2022 134048	COUPLU LP PARK RESTROOM REPAIR	COURTESY PLUMBERS, INC.	100-3330-53813	185.00 185.00
7351	3/25/2022 20000 20001	DAROLI 02/22 LEGAL SVC-CODE ENF 02/22 LEGAL SVC-CODE ENF	DAPEER, ROSENBLIT & LITVAK, LLP	100-2110-53114 100-2110-53114	3,013.74 1,530.00 1,483.74
7352	3/25/2022 2017420761	DUNEDW GRAFFITI REMOVAL SUPPLIES	DUNN-EDWARDS CORPORATION	200-3120-53016	309.89 309.89
7353	3/25/2022 INV0007069	EDISON 02/01-28 ELEC-1744 ST LIGHT LS-1	EDISON CO	285-3330-53712	11,943.66 11,943.66
7354	3/25/2022 INV0007073	MAYESP PRE EMPLOYMENT LIVESCAN REIM-MAYORGA	ESPERANZA MAYORGA	100-1135-53406	37.00 37.00
7355	3/25/2022 16198461	EWIIRR IRRIGATION SUPPLIES	EWING IRRIGATION PRODUCTS INC.	100-3330-53822	1,964.28 1,964.28
7356	3/25/2022 0000937490	FIRMAS LP PARK SNACK BAR HOOD MTCE	FIREMASTER	100-3330-53811	632.80 632.80
7357	3/25/2022 4479	FRAEXO LP SOFTBALL-PULLOVERS	FRANCISCO'S EXOTIC DECO INC.	263-3320-53993	4,543.08 4,543.08
7358	3/25/2022 50006	FRANKL CC A/C MTCE	FRANKLIN AIR CONDITIONING &	285-3330-53813	375.50 375.50
7359	3/25/2022 INV0007067	VERIC 03/07-04/06 PHONE-SR CTR ALARM	FRONTIER COMMUNICATIONS	100-4130-53715	121.07 121.07
7360	3/25/2022 2951 2967 2973 2986 3008 3014	HACLWN MTCE TOOLS MTCE TOOLS MTCE TOOLS MTCE TOOLS MTCE TOOLS SAFETY HATS	HACIENDA LAWNMOWER SHOP	100-3330-53012 100-3330-53012 100-3330-53012 100-3330-53012 100-3330-53012 100-3330-53012	429.38 35.22 140.99 63.80 114.26 20.11 55.00
7361	3/25/2022 SIN015445	HDLASS 3RD QTR-TRANSACTION TAX	HINDERLITER DE LLAMAS & ASSOCIATES	100-1130-53111	1,009.85 1,009.85
7362	3/25/2022 INV0007071	MELISA PRE EMPLOYMENT LIVESCAN REIM-MELENDZ	ISABELA MELENDEZ	100-1135-53406	37.00 37.00
7363	3/25/2022 113466	JCLBAR PROJ SIGNS	JCL TRAFFIC	100-3100-53976	1,300.67 1,300.67
7364	3/25/2022 159716	GONSALV 04/22 LEGISLATIVE SVC	JOE A. GONSALVES & SON	100-1100-53111	2,500.00 2,500.00
7365	3/25/2022 INV0007082	DIMJOH JPIA CONF REIM-DIMARIO	JOHN DIMARIO	100-3300-53972	117.13 117.13
7366	3/25/2022 INV0007075	VIDJOH PRE EMPLOYMENT LIVESCAN REIM-VIDALES	JOHNATHAN VIDALES	100-1135-53406	35.00 35.00
7367	3/25/2022 INV0007070	BARJOS PRE EMPLOYMENT LIVESCAN REIM-BARRIOS	JOSE BARRIOS	100-1135-53406	35.00 35.00

Check Register Report

Payment Dates: 3/14/2022 - 4/1/2022

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
7368	3/25/2022 INV0007064	JOSREY 03/01-15 SHOPPING CART MILEAGE REIM-REYES	JOSE REYES	555-3150-53014	321.75 321.75
7369	3/25/2022 RE-PW-22020704796 RE-PW-22020704837 RE-PW-22030705075	LACRD 01/22 TS MTCE DDG 01/22 TS MTCE DDG SUNSET/TEMPLE 02/22 IW LA PUENTE	LA CO DEPT PUBLIC WORKS	200-3120-53819 200-3120-53819 100-3110-53121	7,503.52 5,307.46 301.35 1,894.71
7370	3/25/2022 INV0007084	LAFJAL 2021-75 BUSINESS GRANT	LA FLOR DE JALISCO	263-3320-53981	5,000.00 5,000.00
7371	3/25/2022 INV0007085 INV0007085 INV0007085 INV0007085 INV0007086	LPSOFT LP SOFTBALL-JERSEYS LP SOFTBALL-PULLOVERS LP SOFTBALL-1ST AID KIT LP SOFTBALL-FEES SOFTBALL-COACH JERSEYS	LA PUENTE SOFTBALL	263-3320-53993 263-3320-53993 263-3320-53993 263-3320-53993 263-3320-53993	13,309.43 2,149.88 6,500.00 417.87 2,091.80 2,149.88
7372	3/25/2022 INV0007078	GONMAR BOOT REIM-GONZALEZ	MARIO GONZALEZ	100-3330-53015	153.99 153.99
7373	3/25/2022 INV0007076 INV0007077	MSVCON REFUND-C&D DEPOSIT 15732 SIERRA REFUND-C&D DEPOSIT 15719 TEMPLE	MSV CONSTRUCTION INC	600-23280 600-23280	1,985.62 655.63 1,329.99
7374	3/25/2022 INV0007072	VALNAT PRE EMPLOYMENT LIVSCAN REIM-VALADEZ	NATALIE VALADEZ	100-1135-53406	37.00 37.00
7375	3/25/2022 6456506	NATCON 02/20-03/19 LP PARK TEMP FENDING	NATIONAL CONSTRUCTION RENTALS	100-3330-53822	59.28 59.28
7376	3/25/2022 228247809001 228247809002 228250585001 228250586001 228271991001 228283517001	OFFDEP SR CENTER-OFFICE SUPPLIES CC-OFFICE SUPPLIES CC-OFFICE SUPPLIES CC-OFFICE SUPPLIES CC-OFFICE SUPPLIES SR CENTER-OFFICE SUPPLIES	OFFICE DEPOT	100-4130-53011 100-4110-53011 100-4110-53011 100-4110-53011 100-4110-53011 100-4130-53011	869.22 261.36 19.90 87.55 67.86 420.24 12.31
7377	3/25/2022 INV826835	PIOMAN LP PARK SUPPLIES	PIONEER MANUFACTURING COMPANY	100-3330-53822	559.87 559.87
7378	3/25/2022 1014104 1016493 1016989 1018232	QUINMO FUEL FUEL FUEL FUEL	QUINTIN'S MOBIL	555-3150-53014 555-3150-53014 555-3150-53014 555-3150-53812	290.44 102.05 41.31 100.03 47.05
7379	3/25/2022 6015744	REGION 02/22 EZ/FOOTHILL MONTHLY PASS	REGIONAL TAP SERVICE CENTER	210-3130-53915	2,654.50 2,654.50
7380	3/25/2022 INV0007065	CARRRI BOOT REIM-CARRILLO	RICARDO CARRILLO	100-3330-53015	200.00 200.00
7381	3/25/2022 389531	RYDIN 2023 MONTH YEAR DECALS	RYDIN DECAL	100-1130-53011	820.21 820.21
7382	3/25/2022 INV0007068 INV0007079 INV0007080 INV0007081	SGVWC 02/03-03/08 WTR-935 IRRIG 02/09-03/14 WTR-715 IRRIG 02/09-03/14 WTR-545 IRRIG 02/09-03/14 WTR-13760 IRRIG	S.G.V. WATER CO	200-3120-53714 200-3120-53714 200-3120-53714 200-3120-53714	1,005.42 180.21 325.78 342.13 157.30

Check Register Report

Payment Dates: 3/14/2022 - 4/1/2022

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
7383	3/25/2022	SOUCAL	SOUTHERN CALIFORNIA NEWS GROUP		499.30
	A4D6F5A3-0002	AD- BID BUS SHELTER		210-5547-59600	264.15
	A4D6F5A3-0003	AD- BID #22-552		100-3330-53976	235.15
7384	3/25/2022	SOUMOB	SOUTHWEST MOBILE STORAGE, INC		20,363.20
	RI920783	MAINTENANCE YARD OFFICES		100-3330-53911	959.20
	RI923130	20' SECURITY OFFICE		100-5596-59300	19,404.00
7385	3/25/2022	SPOFIE	SPORTS FIELD SERVICES		1,500.00
	212035	LP PARK SCREEING OF SOIL		285-3330-53822	1,500.00
7386	3/25/2022	STAPLE	STAPLES CREDIT PLAN		1,477.97
	3021548951	OFFICE SUPPLIES		100-1150-53011	297.93
	3022606011	OFFICE SUPPLIES		100-1150-53011	23.64
	3025199051	OFFICE SUPPLIES		100-1150-53011	168.81
	3032752611	OFFICE SUPPLIES		100-1150-53011	75.42
	3033556941	OFFICE SUPPLIES		100-1120-53011	707.28
	3034328131	OFFICE SUPPLIES		100-1150-53011	72.34
	3034440361	OFFICE SUPPLIES		100-1150-53011	31.42
	3035051581	OFFICE SUPPLIES		100-1150-53011	101.13
7387	3/25/2022	SOSUBW	SUBURBAN WATER SYSTEMS		246.42
	180051663637	02/04-03/07 WTR-HACIENDA/MAPLEGROVE		200-3120-53714	246.42
7388	3/25/2022	SUNBELT	SUNBELT RENTALS, INC.		315.96
	123109351-0001	TRAILER RENTAL		100-3330-53822	315.96
7389	3/25/2022	TARGET	TARGET SPECIALTY PRODUCTS		4,356.00
	INVP500734340	HERBICIDE		100-3330-53814	4,356.00
7390	3/25/2022	TAXDIA	TAXES AL DIA		5,000.00
	INV0007083	2021-78 BUSINESS GRANT		263-3320-53981	5,000.00
7391	3/25/2022	GASCO	THE GAS COMPANY		1,423.02
	INV0007066	02/07-03/09 GAS-CITY HALL		100-1150-53711	1,423.02
7392	3/25/2022	TIMEWA	TIME WARNER CABLE		100.77
	0029105031422	03/14-04/13 SC CABLE/INTERNET		100-4130-53715	100.77
7393	3/25/2022	UNREN	UNITED RENTALS		3,228.79
	200092436-004	SKID STEER LOADER RENTAL		100-3330-53822	3,228.79
7394	3/25/2022	VALLEY	VALLEY TRUCK SPECIALTIES		545.00
	2625	BED LINER-2022 FORD TRUCK		555-3150-53812	545.00
7395	3/25/2022	WILENG	WILLDAN ENGINEERING		37,927.55
	00226013	01/22 CODE ENF AUDIT		100-2110-53111	5,200.00
	00226126	02/22 CODE NF AUDIT		100-2110-53111	520.00
	003-35839	01/22 TRAFFIC ENGINEERING SVC		100-3100-53111	11,180.00
	003-35840	01/22 NPDES SVC		284-3100-53111	2,141.25
	003-35841	01/22 UNRUH WALL DESIGN		203-5601-59210	1,145.00
	003-35842	01/22 LAS VECINAS ST IMPROVEMENT		205-5602-59210	830.00
	003-35843	01/22 BUS SHELTER REPLACEMENT PROJ		210-5547-59210	4,225.00
	003-35844	01/22 VALLEY/CENTRAL LANDSCAPE DESIGN		100-3110-53111	2,360.00
	003-35852	01/22 ENGINEERING PERMITS		100-3110-53120	9,426.30
	00622432	11/21 PLAN REVIEW-145 1ST ST		100-3110-53111	900.00
7396	4/1/2022	A1PART	A1 PARTY RENTAL		2,379.60
	INV0007103	EGG HUNT UMBRELLA/TABLES		100-4140-53979	2,379.60
7397	4/1/2022	AMABUS	AMAZON CAPITAL SERVICES INC		586.00
	16GG-KQT9-16MV	DRY ERASE BOARD MARKERS		263-3320-53011	125.60
	1KTT-PK3X-L33Y	OFFICE CHAIR		100-2130-53011	400.66

Check Register Report

Payment Dates: 3/14/2022 - 4/1/2022

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
	1VMF-LH19-CFFG	BLDG PERMIT NUMBER STAMP		100-3310-53011	59.74
7398	4/1/2022 02373	ANGAUD 2022 EGG HUNT SOUND/STAGE	ANGELCOM AUDIO	100-4140-53979	3,575.00 3,575.00
7399	4/1/2022 74777924	CONCEN PRE EMPLOYMENT PHYSICAL	CONCENTRA	100-1135-53406	113.00 113.00
7400	4/1/2022 134121 134209	COUPLU LP PARK PLUMBING SVC CH PLUMBING REPAIRS	COURTESY PLUMBERS, INC.	100-3330-53813 100-1150-53813	565.00 185.00 380.00
7401	4/1/2022 ARINV016779	DEKRA MILITARY BANNER-FLORES	DEKRA-LITE	100-48140	129.42 129.42
7402	4/1/2022 14394	DISPEN COLD PATCH ASPHALT	DISPENSING TECHNOLOGY	200-3120-53817	490.56 490.56
7403	4/1/2022 INV0007090 INV0007091 INV0007092 INV0007093	EDISON 02/07-03/08 ELEC-VARIOUS 02/17-03/20 ELEC-14746 TEMPLE 02/17-03/20 ELEC-16159 TEMPLE 02/07-03/08 ELEC-13798 TEMPLE	EDISON CO	200-3120-53713 200-3120-53713 200-3120-53713 200-3120-53713	490.26 380.53 20.67 20.50 68.56
7404	4/1/2022 58B2201-IN	EMPAME 02/22 BUS SHELTER SVC	EMPLOY AMERICA	210-3130-53816	3,640.00 3,640.00
7405	4/1/2022 1126	ENGINS INSTALLATION PARK FITNESS COURT	ENGINEERED INSTALLATION SOLUTIONS	280-5605-59300	13,500.00 13,500.00
7406	4/1/2022 CD2212003835	EXPERI 03/22 CREDIT REPORT SVC	EXPERIAN	100-3320-53111	27.00 27.00
7407	4/1/2022 INV0007094	VERIC 03/16-04/15 PHONE-CH MAIN	FRONTIER COMMUNICATIONS	100-1150-53715	55.19 55.19
7408	4/1/2022 3033 3044	HACLWN LADSCAPE SUPPLIES MTCE TOOLS	HACIENDA LAWNMOWER SHOP	100-3330-53012 100-3330-53012	133.49 117.54 15.95
7409	4/1/2022 61647	INHOFA PRESSURE WASHER HOSE ASSEMBLY	INDUSTRY HOSES & FASTNERS	200-3120-53012	293.70 293.70
7410	4/1/2022 INV0007089	TORJOH PRE EMPLOYMENT LIVESCAN REIM-TORRES	JOHNNY TORRES	100-1135-53406	35.00 35.00
7411	4/1/2022 55469	LBARASS LP PARK WATER CANNON INSTALLATION	L. BARRIOS & ASSOCIATES, INC	280-5606-59300	13,985.00 13,985.00
7412	4/1/2022 INV0007102	LAIRES 2021-76 BUSINESS GRANT	LA INDIANA RESTAURANT	263-3320-53981	5,000.00 5,000.00
7413	4/1/2022 INV0007095	LPSTOFT SOFTBALL-COACHE JERSEYS	LA PUENTE SOFTBALL	263-3320-53993	275.63 275.63
7414	4/1/2022 6473242	NATCON 03/07-04/03 LP PARK TEMP FENCING	NATIONAL CONSTRUCTION RENTALS	100-3330-53822	228.00 228.00
7415	4/1/2022 18651 18652 18653 18654 18655 18656	OMLO 02/22 LEGAL-RISK MANAGEMENT 02/22 LEGAL-HUMAN RESOURCES 02/22 LEGAL-CITY MANAGER 02/22 LEGAL-CITY COUNCIL 02/22 LEGAL-FINANCE 02/22 LEGAL-PARKS & RECREATION	OLIVAREZ MADRUGA LEMIEUX O'NEILL, LLP	100-1110-53114 100-1110-53114 100-1110-53114 100-1110-53114 100-1110-53114 100-1110-53114	39,967.70 40.00 2,478.00 940.00 19,163.70 506.00 110.00

Check Register Report

Payment Dates: 3/14/2022 - 4/1/2022

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
	18657	02/22 LEGAL-LEWIS VS CITY OF LA PUENTE		100-1110-53114	3,573.00
	18658	02/22 LEGAL-CITY CLERK		100-1110-53114	2,552.00
	18659	02/22 LEGAL-CODE ENFORCEMENT		100-1110-53114	442.00
	18660	02/22 LEGAL-GENERAL		100-1110-53114	395.00
	18661	02/22 LEGAL-PUBLIC WORKS		100-1110-53114	9,128.00
	18662	02/22 LEGAL-COMMUNITY FOUNDATION		100-1110-53114	640.00
7416	4/1/2022	SGTRA	SOUTHLAND TRANSIT INC		40,427.28
	LAPUENTE0222	02/22 DIAL A RIDE SVC		210-3130-53916	5,578.51
	LAPUENTE0222	02/22 LP LINK SVC		210-3130-53917	36,636.77
	LAPUENTE0222	02/22 DIAL A RIDE FARE		210-46100	-22.75
	LAPUENTE0222	02/22 LP LINK FARE		210-46105	-1,765.25
7417	4/1/2022	SOSUBW	SUBURBAN WATER SYSTEMS		455.24
	180022267958	02/18-03/21 WTR-AMAR/HACIENDA		200-3120-53714	103.60
	180022267962	02/18-03/21 WTR-ELLIOTT		200-3120-53714	171.63
	180041822528	02/18-03/21 WTR-AMAR & AILERON		200-3120-53714	180.01
7418	4/1/2022	SUNBELT	SUNBELT RENTALS, INC.		774.25
	122388849-0001	JACK TAMPER RENTAL		100-3330-53822	774.25
7419	4/1/2022	TARGET	TARGET SPECIALTY PRODUCTS		317.58
	INVP500735998	HERBICIDE		100-3330-53814	317.58
7420	4/1/2022	TERMI	TERMINIX PROCESSING CENTER		193.00
	418049199	03/22 YLAC PEST CONTROL		285-3330-53813	53.00
	418049503	03/22 CC PEST CONTROL		285-3330-53813	50.00
	418052287	03/22 SR CTR PEST CONTROL		100-4130-53813	90.00
7421	4/1/2022	TCFNAT	THE HUNTINGTON NATIONAL BANK		1,512.00
	7571970	TORO REELMASTER LEASE PYMT		285-3330-53911	1,512.00
7422	4/1/2022	THESAU	THE SAUCE CREATIVE SERVICES CORP		1,025.26
	5349	YOUTH SPORTS PROGRAM-SHIRTS		100-4110-53980	1,025.26
7423	4/1/2022	TMOBILE	T-MOBILE		674.56
	INV0007100	02/21-03/20 PHONE-CE WIRELESS		100-2110-53715	446.48
	INV0007101	02/21-03/20 PHONE-SAFETY WIRELESS		100-2100-53715	199.94
	INV0007101	02/21-03/20 PHONE-SAFETY WIRELESS		100-2110-53715	28.14
7424	4/1/2022	ULINE	ULINE		4,195.57
	145258027	LADDER/CASHIER MAT		100-3330-53012	435.51
	146166191	STORAGE RACKS		100-1120-53011	3,037.78
	146210060	CH JANITORIAL SUPPLIES		100-1150-53011	722.28
7425	4/1/2022	CALCARD	US Bank CalCard		9,683.59
	INV0007096	LCC MEMBERSHIP-MENDOZA		100-1100-53972	45.00
	INV0007096	LUNCH MTG		100-1110-53972	102.85
	INV0007096	LUNCH MTG-SOCIAL MEDIA		100-1110-53972	58.16
	INV0007096	LUNCH MTG-ST LOUIS FRANCE CHURCH		100-1110-53972	62.20
	INV0007096	LUNCH MTG		100-1110-53972	50.60
	INV0007096	FLOWER BASKET-GALOUSTIAN		100-1110-53976	114.99
	INV0007096	LUNCH-INTERVIEW PANEL		100-1135-53406	89.59
	INV0007096	BACKGROUND SVC		100-1135-53406	16.95
	INV0007096	VETA AT & T		100-2130-53011	40.55
	INV0007096	FUEL		555-3150-53014	125.00
	INV0007096	FUEL		555-3150-53014	75.00
	INV0007096	FUEL		555-3150-53014	75.00
	INV0007096	FUEL		555-3150-53014	75.00
	INV0007096	FUEL		555-3150-53014	74.00
	INV0007096	FUEL		555-3150-53014	125.00
	INV0007096	FUEL		555-3150-53014	53.05
	INV0007096	FUEL		555-3150-53014	75.00

Check Register Report

Payment Dates: 3/14/2022 - 4/1/2022

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
	INV0007096	CARWASH		555-3150-53812	39.99
	INV0007097	APA ANNUAL MEMBERSHIP-GALVAN		100-3300-53971	434.00
	INV0007097	APA CONF-TELLEZ		100-3300-53972	785.00
	INV0007097	APA CONF-GALVAN		100-3300-53972	785.00
	INV0007097	APA CONF-GALVAN		100-3300-53972	351.58
	INV0007098	LUNCH MTG		100-1110-53972	127.31
	INV0007098	TABLECLOTH DRY CLEANING		100-1120-53976	294.50
	INV0007098	GO TO WEBINAR LITE		550-6100-53017	63.00
	INV0007098	GO TO WEBINAR LITE		550-6100-53017	63.00
	INV0007099	SUBSCRIPITON FOR RECRUITMENT WEBSITE		100-1135-53406	30.00
	INV0007099	LUNCH MTG INTERVIEW PANEL		100-1135-53406	74.93
	INV0007099	DIR OF COMM SVC LUNCH INTERVIEW		100-1135-53406	106.51
	INV0007099	ACO DISENF SPAYER		100-2130-53011	96.52
	INV0007099	PARK FLAG POLES		100-3330-53822	1,320.00
	INV0007099	PARK FLAG POLES		100-3330-53822	692.71
	INV0007099	SUPPLIES-SPORT CLASSES		100-4110-53980	129.18
	INV0007099	SPORTS PROGRAM SUPPLIES		100-4110-53980	131.97
	INV0007099	SUPPLIES-SPORT CLASSES		100-4110-53980	217.00
	INV0007099	SUPPLIES		100-4110-53980	120.41
	INV0007099	SUPPLIES-SPORT CLASSES		100-4110-53980	124.12
	INV0007099	SPORTS PROGRAM SUPPLIES		100-4110-53980	109.48
	INV0007099	SPORTS PROGRAM SUPPLIES		100-4110-53980	158.74
	INV0007099	EGG HUNT SUPPLIES		100-4140-53979	183.41
	INV0007099	SUPPLIES-EGG HUNT		100-4140-53979	1,055.91
	INV0007099	EGG HUNT SUPPLIES		100-4140-53979	42.00
	INV0007099	EGG HUNT SUPPLIES		100-4140-53979	71.50
	INV0007099	HOMELESS OUTREACH SUPPLIES		263-3320-53011	14.22
	INV0007099	HOMELSS OUTREACH SUPPLIES		263-3320-53011	17.97
	INV0007099	SPORTS PROGRAM SUPPLIES		275-1125-53998	399.60
	INV0007099	CABLE CHANNEL EQUIPMENT		275-1125-53998	250.03
	INV0007099	WINDOWS 10/11 PRO		550-6100-53017	99.00
	INV0007099	TEEN VOICE SUPPLIES		600-20250	37.06
7427	4/1/2022	WILENG	WILLDAN ENGINEERING		34,320.00
	003-35948	02/22 TRAFFIC ENGINEERING SVC		100-3100-53111	2,550.00
	003-35949	02/22 NPDES SVC		284-3100-53111	2,391.25
	003-35950	02/22 UNRUH WALL DESIGN-FLYNN		203-5601-59210	4,870.00
	003-35951	02/22 LAS VECINAS IMPROVEMENT DESIGN		205-5602-59210	570.00
	003-35952	02/22 BUSH SHELTER REPLACEMENT PROJ		210-5547-59210	2,210.00
	003-35964	02/22 CMS VARIOUS PROJ 20/21		405-5598-59600	10,864.37
	003-35964	02/22 CMS VARIOUS PROJ 20/21		410-5598-59600	10,864.38
DFT0001562	3/18/2022	ICMARC	VANTAGEPOINT TRANSFER AGENTS-457		30.16
	INV0007048	EMPLOYEE LOAN REPYMT		100-20399	19.94
	INV0007048	EMPLOYEE LOAN REPYMT		200-20399	3.07
	INV0007048	EMPLOYEE LOAN REPYMT		203-20399	0.68
	INV0007048	EMPLOYEE LOAN REPYMT		205-20399	0.68
	INV0007048	EMPLOYEE LOAN REPYMT		210-20399	4.43
	INV0007048	EMPLOYEE LOAN REPYMT		260-20399	1.36
DFT0001563	3/18/2022	ICMARC	VANTAGEPOINT TRANSFER AGENTS-457		2,265.00
	INV0007049	EMPLOYEE CONTRIBUTIONS		100-20399	1,587.91
	INV0007049	EMPLOYEE CONTRIBUTIONS		200-20399	189.43
	INV0007049	EMPLOYEE CONTRIBUTIONS		202-20399	84.75
	INV0007049	EMPLOYEE CONTRIBUTIONS		203-20399	96.56
	INV0007049	EMPLOYEE CONTRIBUTIONS		205-20399	96.56
	INV0007049	EMPLOYEE CONTRIBUTIONS		210-20399	154.71
	INV0007049	EMPLOYEE CONTRIBUTIONS		260-20399	55.08
DFT0001564	3/18/2022	PERSYS-RETIRE	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM		13,096.71
	INV0007051	EMPLOYER CONTRIBUTION		100-20360	9,167.21

Check Register Report

Payment Dates: 3/14/2022 - 4/1/2022

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
	INV0007051	EMPLOYER CONTRIBUTION		200-20360	724.26
	INV0007051	EMPLOYER CONTRIBUTION		202-20360	98.89
	INV0007051	EMPLOYER CONTRIBUTION		203-20360	405.30
	INV0007051	EMPLOYER CONTRIBUTION		205-20360	467.31
	INV0007051	EMPLOYER CONTRIBUTION		210-20360	577.70
	INV0007051	EMPLOYER CONTRIBUTION		260-20360	582.34
	INV0007051	EMPLOYER CONTRIBUTION		263-20360	511.07
	INV0007051	EMPLOYER CONTRIBUTION		285-20360	562.63
DFT0001565	3/18/2022	PERSYS-RETIRE	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM		9,456.96
	INV0007052	PERS- NEW EMPLY CONTRB		100-20399	6,454.59
	INV0007052	PERS- NEW EMPLY CONTRB		200-20399	506.46
	INV0007052	PERS- NEW EMPLY CONTRB		202-20399	91.68
	INV0007052	PERS- NEW EMPLY CONTRB		203-20399	310.98
	INV0007052	PERS- NEW EMPLY CONTRB		205-20399	368.46
	INV0007052	PERS- NEW EMPLY CONTRB		210-20399	394.15
	INV0007052	PERS- NEW EMPLY CONTRB		260-20399	393.53
	INV0007052	PERS- NEW EMPLY CONTRB		263-20399	473.79
	INV0007052	PERS- NEW EMPLY CONTRB		285-20399	463.32
DFT0001566	3/18/2022	PERSYS-RETIRE	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM		732.27
	INV0007053	EMPLOYEE PORTION		100-20360	707.85
	INV0007053	EMPLOYEE PORTION		200-20360	16.28
	INV0007053	EMPLOYEE PORTION		210-20360	8.14
DFT0001567	3/18/2022	PERSYS-RETIRE	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM		52.00
	INV0007055	SURVIVORS LIFE INSURANCE		100-20350	36.99
	INV0007055	SURVIVORS LIFE INSURANCE		200-20350	2.51
	INV0007055	SURVIVORS LIFE INSURANCE		202-20350	0.15
	INV0007055	SURVIVORS LIFE INSURANCE		203-20350	1.01
	INV0007055	SURVIVORS LIFE INSURANCE		205-20350	2.00
	INV0007055	SURVIVORS LIFE INSURANCE		210-20350	1.42
	INV0007055	SURVIVORS LIFE INSURANCE		260-20350	2.03
	INV0007055	SURVIVORS LIFE INSURANCE		263-20350	2.72
	INV0007055	SURVIVORS LIFE INSURANCE		285-20350	3.17
DFT0001568	3/18/2022	EMPLOY	EMPLOYMENT DEVELOPMENT DEPT		5,238.71
	INV0007058	STATE INCOME TAX		100-20310	3,921.50
	INV0007058	STATE INCOME TAX		200-20310	259.61
	INV0007058	STATE INCOME TAX		202-20310	56.10
	INV0007058	STATE INCOME TAX		203-20310	108.62
	INV0007058	STATE INCOME TAX		205-20310	118.93
	INV0007058	STATE INCOME TAX		210-20310	183.14
	INV0007058	STATE INCOME TAX		260-20310	121.06
	INV0007058	STATE INCOME TAX		263-20310	243.14
	INV0007058	STATE INCOME TAX		285-20310	226.61
DFT0001569	3/18/2022	IRSPR	IRS PAYROLL TAX DEPOSIT		15,390.14
	INV0007059	FEDERAL WITHHOLDING		100-20300	11,637.04
	INV0007059	FEDERAL WITHHOLDING		200-20300	774.46
	INV0007059	FEDERAL WITHHOLDING		202-20300	147.30
	INV0007059	FEDERAL WITHHOLDING		203-20300	268.62
	INV0007059	FEDERAL WITHHOLDING		205-20300	285.57
	INV0007059	FEDERAL WITHHOLDING		210-20300	498.48
	INV0007059	FEDERAL WITHHOLDING		260-20300	413.18
	INV0007059	FEDERAL WITHHOLDING		263-20300	769.42
	INV0007059	FEDERAL WITHHOLDING		285-20300	596.07
DFT0001570	3/18/2022	IRSPR	IRS PAYROLL TAX DEPOSIT		5,657.54
	INV0007060	MEDICARE TAX		100-20300	4,013.56
	INV0007060	MEDICARE TAX		200-20300	295.60

Check Register Report

Payment Dates: 3/14/2022 - 4/1/2022

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
	INV0007060	MEDICARE TAX		202-20300	35.44
	INV0007060	MEDICARE TAX		203-20300	117.66
	INV0007060	MEDICARE TAX		205-20300	165.52
	INV0007060	MEDICARE TAX		210-20300	150.08
	INV0007060	MEDICARE TAX		260-20300	176.62
	INV0007060	MEDICARE TAX		263-20300	441.68
	INV0007060	MEDICARE TAX		285-20300	261.38
DFT0001571	3/25/2022	BANK	US BANK		124,196.34
	1940156	04/22 2020A PAYMENT		300-10120	-0.19
	1940156	04/22 2020A PAYMENT		300-1135-53990	124,196.53
DFT0001572	4/1/2022	WEXBANK	WEX BANK		8,503.27
	79711294	03/22 FUEL PURCHASES		555-3150-53014	8,503.27
Grand Total:					981,780.10

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL FUND	209,735.41
200 - GAS TAX FUND	18,270.57
202 - RMRA (SB 1)	514.31
203 - MEASURE M FUND	7,919.02
205 - MEASURE R FUND	3,565.90
210 - PROP A FUND	55,461.47
215 - PROP C FUND	1.98
260 - CDBG PROGRAM FUND	1,905.75
263 - AMERICAN RESCUE PLAN ACT FUND	96,626.68
275 - PEG ACCESS FUND	649.63
280 - MISCELLANEOUS GRANTS FUND	245,553.81
283 - MEASURE A SAFE PARKS FUND	145,607.52
284 - MEASURE W	13,962.56
285 - LIGHTING & LANDSCAPE MAINTENANCE	22,593.71
300 - CITYWIDE DEBT SERVICE	124,196.34
405 - 2019A CAPITAL PROJECT FUND	10,864.37
410 - 2019B CAPITAL PROJECT FUND	10,864.38
500 - SEWER CONSTRUCTION/MAINTENANCE FUND	150.00
550 - EQUIPMENT REPLACEMENT FUND	667.56
555 - VEHICLE MAINTENANCE & REPLACEMENT FUND	10,646.45
600 - SPECIAL DEPOSIT FUND	2,022.68
Grand Total:	981,780.10

Account Summary

Account Number	Account Name	Payment Amount
100-1100-53111	Contract Services - Private	2,500.00
100-1100-53972	Conferences & Meetings	45.00
100-1110-53114	Legal Services - General	39,967.70
100-1110-53972	Conferences & Meetings	401.12
100-1110-53976	Special Departmental	114.99
100-1120-53011	Operating Supplies	3,745.06
100-1120-53111	Contract Services - Private	858.75
100-1120-53411	Printing & Publishing	305.48
100-1120-53976	Special Departmental	294.50
100-1130-53011	Operating Supplies	1,705.37
100-1130-53111	Contract Services - Private	6,909.85
100-1135-53406	Recruitment Expenses	1,585.98
100-1150-53011	Operating Supplies	1,492.97
100-1150-53711	Utility - Gas	1,423.02
100-1150-53715	Utility - Communications	76.08
100-1150-53813	Facility Maintenance	1,064.20
100-1150-53911	Equipment Lease/Rental	464.83
100-20300	FIT Payable	15,650.60
100-20310	SIT Payable	3,921.50
100-20340	PARS	3,209.42
100-20350	Group Insurance	36.99
100-20360	PERS	9,875.06
100-20380	Union Dues	663.89
100-20399	Other Payroll Deductions	8,509.94
100-2100-53715	Utility - Communications	199.94
100-2110-53011	Operating Supplies	162.78
100-2110-53012	Small Tools & Equipment	60.16
100-2110-53111	Contract Services - Private	5,720.00
100-2110-53114	Legal Services	3,013.74
100-2110-53715	Utility - Communications	474.62
100-2130-53011	Operating Supplies	537.73
100-2130-53111	Contract Services - Private	400.00

Account Summary

Account Number	Account Name	Payment Amount
100-3100-53111	Contract Services - Private	13,730.00
100-3100-53976	Special Departmental	1,300.67
100-3110-53111	Contract Services - Private	3,260.00
100-3110-53120	Engineering Permits	9,426.30
100-3110-53121	Industrial Waste Inspecti...	1,894.71
100-3300-53011	Operating Supplies	70.86
100-3300-53971	Dues & Memberships	434.00
100-3300-53972	Conferences & Meetings	2,038.71
100-3310-53011	Operating Supplies	59.74
100-3320-53111	Contract Services - Private	556.80
100-3330-53012	Small Tools & Equipment	1,233.56
100-3330-53015	Uniform/Boot Reimburse...	353.99
100-3330-53811	Equipment Maintenance	632.80
100-3330-53813	Facility Maintenance	370.00
100-3330-53814	Landscape Maintenance	4,673.58
100-3330-53822	Park Maintenance & Repa...	17,283.29
100-3330-53911	Equipment Lease/Rental	959.20
100-3330-53976	Special Departmental	235.15
100-4100-53111	Contract Services - Private	3,217.64
100-4100-53711	Utility - Gas	78.28
100-4100-53811	Equipment Maintenance	621.85
100-4100-53976	Special Departmental	44.00
100-4110-53011	Operating Supplies	595.55
100-4110-53711	Utility - Gas	699.94
100-4110-53976	Special Departmental	44.00
100-4110-53980	Sports Activities	2,016.16
100-4130-53011	Operating Supplies	273.67
100-4130-53012	Small Tools & Equipment	38.45
100-4130-53711	Utility - Gas	200.23
100-4130-53715	Utility - Communications	221.84
100-4130-53811	Equipment Maintenance	479.50
100-4130-53813	Facility Maintenance	246.35
100-4130-53814	Landscape Maintenance	168.48
100-4130-53976	Special Departmental	44.00
100-4140-53979	Special Events	7,307.42
100-48140	Military Banner Donation	129.42
100-5596-59300	Construction Costs	19,404.00
200-20300	FIT Payable	1,070.06
200-20310	SIT Payable	259.61
200-20340	PARS	258.11
200-20350	Group Insurance	2.51
200-20360	PERS	740.54
200-20380	Union Dues	54.04
200-20399	Other Payroll Deductions	698.96
200-3120-53012	Small Tools & Equipment	340.70
200-3120-53016	Graffiti Removal Supplies	488.07
200-3120-53713	Utility - Hwy Lights	490.26
200-3120-53714	Utility - Water	1,707.08
200-3120-53814	Landscape Maintenance	6,061.26
200-3120-53817	Street/Sidewalk Mainten...	490.56
200-3120-53819	Signal Maintenance	5,608.81
202-20300	FIT Payable	182.74
202-20310	SIT Payable	56.10
202-20350	Group Insurance	0.15
202-20360	PERS	98.89
202-20399	Other Payroll Deductions	176.43
203-20300	FIT Payable	386.28
203-20310	SIT Payable	108.62

Account Summary

Account Number	Account Name	Payment Amount
203-20340	PARS	1.15
203-20350	Group Insurance	1.01
203-20360	PERS	405.30
203-20380	Union Dues	5.94
203-20399	Other Payroll Deductions	408.22
203-3120-53111	Contract Services - Private	587.50
203-5601-59210	Design Engineering	6,015.00
205-20300	FIT Payable	451.09
205-20310	SIT Payable	118.93
205-20340	PARS	67.42
205-20350	Group Insurance	2.00
205-20360	PERS	467.31
205-20380	Union Dues	5.95
205-20399	Other Payroll Deductions	465.70
205-3120-53111	Contract Services - Private	587.50
205-5602-59210	Design Engineering	1,400.00
210-20300	FIT Payable	648.56
210-20310	SIT Payable	183.14
210-20340	PARS	1.15
210-20350	Group Insurance	1.42
210-20360	PERS	585.84
210-20380	Union Dues	67.14
210-20399	Other Payroll Deductions	553.29
210-3130-53816	Bus Shelter Maintenance	3,640.00
210-3130-53915	Public Transit Subsidy	2,654.50
210-3130-53916	Dial-A-Ride Services	5,578.51
210-3130-53917	Fixed Route Shuttle	36,636.77
210-46100	Dial-A-Ride Fares	-22.75
210-46105	Shuttle Fares	-1,765.25
210-5547-59210	Design Engineering	6,435.00
210-5547-59600	Other Services	264.15
215-20380	Union Dues	1.98
260-20300	FIT Payable	589.80
260-20310	SIT Payable	121.06
260-20340	PARS	78.23
260-20350	Group Insurance	2.03
260-20360	PERS	582.34
260-20380	Union Dues	82.32
260-20399	Other Payroll Deductions	449.97
263-20220	Retention Payable	-559.68
263-20300	FIT Payable	1,211.10
263-20310	SIT Payable	243.14
263-20340	PARS	626.23
263-20350	Group Insurance	2.72
263-20360	PERS	511.07
263-20399	Other Payroll Deductions	473.79
263-3320-53011	Operating Supplies	157.79
263-3320-53012	Small Tools & Equipment	16,836.01
263-3320-53981	Grants & Loans - Commer...	25,000.00
263-3320-53993	Youth Activities Program	40,930.92
263-5599-59300	Construction Costs	11,193.59
275-1125-53998	Furniture/Office Equipme...	649.63
280-5605-59300	Construction Costs	13,500.00
280-5606-59300	CONSTRUCTION COSTS	13,985.00
280-5607-59300	Construction Costs	218,068.81
283-20220	Retention Payable	-6,718.00
283-5600-59300	Construction Costs	134,359.92
283-5603-59300	Construction Costs	17,965.60

Account Summary

Account Number	Account Name	Payment Amount
284-20220	Retention Payable	-496.32
284-3100-53111	Contract Services - Private	4,532.50
284-5599-59300	Construction Costs	9,926.38
285-20300	FIT Payable	857.45
285-20310	SIT Payable	226.61
285-20340	PARS	190.16
285-20350	Group Insurance	3.17
285-20360	PERS	562.63
285-20380	Union Dues	68.90
285-20399	Other Payroll Deductions	463.32
285-3330-53111	Contract Services - Private	1,620.00
285-3330-53712	Utility - Electricity	11,943.66
285-3330-53715	Utility - Communications	42.62
285-3330-53813	Facility Maintenance	1,522.50
285-3330-53814	Landscape Maintenance	2,080.69
285-3330-53822	Park Maintenance & Repa...	1,500.00
285-3330-53911	Equipment Lease/Rental	1,512.00
300-10120	Cash with Fiscal Agent	-0.19
300-1135-53990	Interest Payments	124,196.53
405-5598-59600	Other Services	10,864.37
410-5598-59600	Other Services	10,864.38
500-3210-53111	Contract Services - Private	150.00
550-6100-53017	Software & Licensing	225.00
550-6100-53018	Computer Hardware & Su...	442.56
555-3150-53014	Fuel	9,745.46
555-3150-53812	Vehicle Maintenance	900.99
600-20250	Deposit - Teen Voice Prog...	37.06
600-23280	Deposit - C & D	1,985.62
Grand Total:		981,780.10

Project Account Summary

Project Account Key	Payment Amount
None	865,358.70
100022E	16,836.01
100122E	25,000.00
100322E	15,596.01
100622E	25,334.91
100822E	157.79
101122E	10,633.91
30222E	556.80
61722E	7,307.42
69422E	14,872.55
69722E	126.00
Grand Total:	981,780.10



City of La Puente AGENDA REPORT

To: Mayor and City Council

For meeting of: April 12 , 2022

From: Bob Lindsey, City Manager

SUBJECT: 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

BACKGROUND

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

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

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

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

DISCUSSION

Since the initial emergency declaration, the health crisis and public agency protocols have evolved for public agencies. In La Puente, the City Council, Planning Commission and other legislative bodies of the City have conducted in-person meetings, hybrid in-person/remote meetings and fully remote teleconferenced meetings.

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

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

Pursuant to AB 361, the City Council must revisit the findings every 30 days. Therefore, staff is requesting that the City Council adopt the attached resolution authorizing remote teleconference meetings for the period from April 15, 2022 through May 15, 2022, pursuant to Brown Act provisions.

FISCAL IMPACT

None.

RECOMMENDATION

It is recommended that the City Council adopt Resolution No. 22-5702, authorizing the City Council, City Boards, and all Commissions of the City continue to hold teleconferenced meetings from April 15, 2022 through May 15, 2022.

ATTACHMENTS

Attachment "A": Resolution No. 22-5702

RESOLUTION NO. 22-5702

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA PUENTE, CALIFORNIA, PROCLAIMING A LOCAL EMERGENCY, RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY GOVERNOR NEWSOM ON MARCH 4, 2020, AND AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE CITY COUNCIL, CITY BOARDS, AND ALL COMMISSIONS OF THE CITY OF LA PUENTE, FOR THE PERIOD FROM APRIL 15, 2022 THROUGH MAY 15, 2022 PURSUANT TO BROWN ACT PROVISIONS

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

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

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

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

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

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

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

WHEREAS, AB 361 requires legislative bodies that hold teleconferenced meetings under its abbreviated teleconferencing procedures to give notice of the meeting and post agendas, as described, to allow members of the public to access the meeting and address the legislative body,

to give notice of the means by which members of the public may access the meeting and offer public comment, including an opportunity for all persons to attend via a call-in option or an internet-based service option, and to conduct the meeting in a manner that protects the statutory and constitutional rights of the parties and the public appearing before the legislative body; and

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 5. This Resolution shall take effect immediately upon its adoption and shall be effective starting April 15, 2022 and continuing until the earlier of May 15, 2022, or such time as the City Council adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of the City of La Puente may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

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

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

PASSED, APPROVED AND ADOPTED this 12th day of April, 2022, by the following vote:

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

Charlie Klinakis, Mayor

ATTEST:

Sheryl Garcia, City Clerk



City of La Puente AGENDA REPORT

To: Mayor and City Council For meeting of: April 12, 2022

From: Bob Lindsey, City Manager

By: Troy Grunklee, CPA, Director of Administrative Services

SUBJECT: CONSIDERATION OF A RESOLUTION RESCINDING RESOLUTION NO. 22-5689, DECLARING AS SURPLUS PROPERTY ONE VEHICLE IN THE CITY'S FLEET, AUTHORIZING THE SALE OF THE SURPLUS VEHICLE BY ENTERPRISE FLEET MANAGEMENT FOR THE SALE OF THE VEHICLES

BACKGROUND

The City has adopted a system for disposing of surplus personal property that is for the common benefit of the City, and that ensures the City recoups the highest revenues for the property.

Pursuant to Section 2.20.120(a) of the City's Municipal Code ("Code"), at such times as determined by the purchasing officer, reports shall be prepared showing all supplies and equipment which are no longer used or which have become obsolete or worn out. The purchasing officer shall have the authority to sell, trade or exchange all supplies and equipment. All surplus property valued at more than five hundred (\$500.00) dollars requires a council resolution declaring it surplus. Additionally, Section 2.20.120(b)(3) of the Code states the purchasing officer is hereby authorized to dispose of surplus goods which are not used or needed or which have become unsuitable for city use. Such goods may be disposed of by any of the following procedures; sold at public auction conducted by a professional auctioneer.

At the City Council meeting of February 8, 2022, the Council approved Resolution 22-5689 to declare as surplus a 2010 Chevy Silverado 1500.

DISCUSSION

After further review, it was discovered that the incorrect vehicle was declared as surplus. The City currently owns two vehicles with the same make and model.

The City fleet shows 1 vehicle which will be replaced by a newer vehicle that the City will now lease through Enterprise Fleet Management. That vehicle is:

YEAR	MAKE	MODEL/ DESCRIPTION	GAS, HYBRID OR CNG	VIN
2010	Chevy	Silverado 1500	Hybrid	3GCXUEJ2AG281391

Staff recommends that the City Council rescind resolution No. 22-5689, declare the vehicle as surplus and authorize disposal of said items. The City's purchasing officer has determined that the auction process will allow the City to recoup a greater amount of revenue from the sale than selling the vehicle through the informal bidding process, and will require the use of less valuable City resources, including staff time.

One of the many services that Enterprise Fleet Management provides is the ability to take surplus vehicles and sell them through the auction process. This is the same process that the City has used in the past with another vendor. Enterprise Fleet Management will charge a service fee of \$300 for each vehicle that is auctioned off. The service fee noted also includes picking the vehicles up from the City locations and transporting to the facility for auction.

FISCAL IMPACT

The expected General Fund revenue from the sale of this vehicle is \$5,000 - \$6,000.

RECOMMENDATION

It is recommended that the City Council: (1) adopt Resolution No. 22-5703 rescinding Resolution 22-5689 and declare as surplus property, one vehicle in the City's fleet, authorizing the sale of the surplus vehicle at auction; and (2) authorize the City Manager to execute the Agreements on behalf of the City.

ATTACHMENTS

Attachment "A": Resolution No. 22-5703

RESOLUTION NO. 22-5703

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA PUENTE, CALIFORNIA, RESCINDING RESOLUTION NO. 22-5689, DECLARING AS SURPLUS PROPERTY ONE VEHICLE IN THE CITY'S FLEET, AUTHORIZING THE SALE OF THE SURPLUS VEHICLE AT AUCTION, AND APPROVING AN ASSIGNMENT AGREEMENT AND CONSIGNMENT AGREEMENT WITH ENTERPRISE FLEET MANAGEMENT FOR THE SALE OF THE VEHICLE

WHEREAS, in accordance with the provisions of Government Code Section 37350, the City is permitted to dispose of personal property for the common benefit; and

WHEREAS, the City has adopted a system for disposing of surplus personal property that is for the common benefit of the City, and that ensures the City recoups the highest revenues for the property; and

WHEREAS, pursuant to Section 2.20.120(a) of the City's Municipal Code ("Code"), at such times as determined by the purchasing officer, reports shall be prepared showing all supplies and equipment which are no longer used or which have become obsolete or worn out. The purchasing officer shall have the authority to sell, trade or exchange all supplies and equipment. All surplus property valued at more than five hundred (\$500.00) dollars requires a council resolution declaring it surplus; and

WHEREAS, pursuant to Section 2.20.120(b)(3) of the City's Code, the purchasing officer is hereby authorized to dispose of surplus goods which are not used or needed or which have become unsuitable for city use. Such goods may be disposed of by any of the following procedures; sold at public auction conducted by a professional auctioneer; and

WHEREAS, the City currently has one vehicle in its fleet that have reached the end of their useful life, and have been replaced. Therefore, staff recommends that the City Council declare the vehicle as surplus, and authorize disposal of said item. A description of each of the vehicle is attached hereto as Exhibit 1, and is incorporated herein by reference; and

WHEREAS, the City's purchasing officer has determined that the auction process will allow the City to recoup a greater amount of revenue from the sale than selling the vehicles and will require the use of less valuable City resources, including staff time.

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

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

SECTION 2. Effective April 12, 2022, Resolution 21-5689 is hereby rescinded.

SECTION 3. Given the age the age and mileage of each of the vehicle set forth in Exhibit A, and the costs associated with the maintenance of said vehicle, the City Council hereby declares the one vehicle as surplus property.

SECTION 3. That pursuant to Section 2.20.120(b)(3) of the City's Municipal Code, the City Council hereby authorizes to dispose of surplus goods which are not used or needed or which have become unsuitable for city use. Such goods as set forth in Exhibit 1 may be disposed of by any of the following procedures; sold at public auction conducted by a professional auctioneer.

SECTION 4. That the City Council approves the assignment and consignment agreements with Enterprise Fleet Management for the sale of the surplus vehicles at auction.

SECTION 5. That the City Council authorizes the City Manager to execute the agreements necessary to facilitate said sale(s), subject to approval as to form by the City Attorney, and any other ancillary documents that may be necessary to carry out this Resolution.

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

PASSED, APPROVED AND ADOPTED this 12th day of April 2022, by the following vote:

AYES:	COUNCILMEMBER:
NOES:	COUNCILMEMBER:
ABSENT:	COUNCILMEMBER:
ABSTAIN:	COUNCILMEMBER:

Charlie Klinakis, Mayor

ATTEST:

Sheryl Garcia, City Clerk

EXHIBIT 1

**LIST OF SURPLUS VEHICLES
2022**

YEAR	MAKE	MODEL/ DESCRIPTION	GAS, HYBRID OR CNG	VIN
2010	Chevy	Silverado 1500	Hybrid	3GCXUEJ2AG281391



City of La Puente

AGENDA REPORT

To: Mayor and City Council

For meeting of: April 12, 2022

From: Bob Lindsey, City Manager

By: Troy O. Grunklee, CPA, Director of Administrative Services
Alex Merkel Medina, Finance Manager

SUBJECT: CONSIDERATION OF A RESOLUTION AMENDING THE FISCAL YEAR
2021/2022 OPERATING BUDGET

BACKGROUND

The City Council adopted the fiscal year 2021-2022 Budget and Capital Improvement Program on May 25, 2021. This action established within the Vehicle Maintenance & Replacement Fund an expenditure appropriation of \$352,200. Revenues were set at \$188,000 in the form of allocations from the various City departments. A corresponding decrease in fund balance was planned in order to finance current year vehicle lease costs, easing the burden on the operating budget.

DISCUSSION

As Fiscal Year 2021/2022 has progressed, substantial unforeseen increases in fuel prices have strained this fund. Year-to-date fuel expenditures are 108% of budget, and staff forecasts this to increase to 178% by the end of the fiscal year.

Revenue allocations as budgeted have proven insufficient to support this increase in costs, and the cash account has steadily decreased at an unsustainable rate. If the City continues drawing down on this balance without appropriate replenishment, the fund will not be able to maintain an acceptable reserve balance to finance future vehicle purchases. In order to remedy this forecasted deficit, staff recommends the City Council authorize a one-time transfer of funds.

The Fiscal Year 2022/2023 budget, which will be brought forth for consideration by the City Council in May 2022, will circumvent this issue by proposing increased appropriations for fuel expenditures and increased revenue allocations to the Vehicle Maintenance & Replacement Fund from operating departments.

FISCAL IMPACT

The proposed amendment would increase expenditure appropriations in the General Fund (100) by \$100,000 and increase revenue appropriations in the Vehicle Maintenance & Replacement Fund (555) by \$100,000.

RECOMMENDATION

It is recommended that the City Council adopt Resolution No. 22-5704 amending the adopted Operating Budget for Fiscal Year 2021/22.

ATTACHMENTS

Attachment "A": Resolution No. 22-5704

RESOLUTION NO. 22-5704

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

WHEREAS, on May 25, 2021, the City Council approved and adopted the Fiscal Year (“FY”) 2021-22 budget and capital improvement program; 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 revenue appropriations in the Vehicle Maintenance & Replacement Fund (Fund 555) in the amount of \$100,000.

SECTION 3. The City of La Puente’s Operating Budget for Fiscal Year 2021-2022 is hereby amended to increase expenditure appropriations in the General Fund (Fund 100) in the amount of \$100,000.

SECTION 4. The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or its applicability to other persons or circumstances.

SECTION 5. That the City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

PASSED, APPROVED AND ADOPTED this 12th day of April, 2022, by the following vote:

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

Charlie Klinakis, Mayor

ATTEST:

Sheryl Garcia, City Clerk



City of La Puente AGENDA REPORT

To: Mayor and City Council For meeting of: April 12, 2022

From: Bob Lindsey, City Manager

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

SUBJECT: CONSIDERATION OF AWARD OF CONSTRUCTION CONTRACT TO KORMEX CONSTRUCTION, INC. FOR THE LA PUENTE PARK SIDEWALK IMPROVEMENTS IN THE AMOUNT OF \$178,625.00

BACKGROUND

At the special meeting of September 1, 2021, the City Council awarded a construction contract to Towo Enterprises, Inc. for the construction of a new access road to the Maintenance Yard via Temple Avenue. As part of that project, the previous road serving the Maintenance Yard was removed and the area has been regraded for a new sidewalk to connect the east side of the Park to the west side. Also, additional concrete walkways will be constructed to serve the various new amenities at the Park such as the soccer field and fitness areas.

On March 15, 2022, the City issued a notice inviting informal bids for La Puente Park sidewalk improvements as part of the improvements currently underway at the Park.

DISCUSSION

The bid opening was conducted on April 1, 2022. The City received a total of six (6) bids for the project. The results of the bids are as follows:

Kormex Construction, Inc.	\$178,625.00
CJ Concrete Construction, Inc.	\$186,300.00
Towo Enterprise, Inc.	\$190,200.00
Leonida Builders, Inc.	\$211,950.00
CT &T Concrete Paving, Inc.	\$220,965.00
Gentry General Engineering, Inc.	\$228,840.00

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

Based on the scope of work, the Project should take approximately 25 working days to complete after the date the contractor is issued a notice to proceed. It is anticipated that the Project would commence on or about April 18, 2022.

FISCAL IMPACT

The bid schedule for construction of this project totals \$178,625.00. With a 10 percent (10%) project contingency of \$17,862.50, the total construction project budget is \$196,487.50. Funding for this project is available from the Grants Fund through both the Rivers and Mountains Conservancy and the California Department of Parks and Recreation Specified Grant.

There is no impact to the City's General Fund associated with this project.

RECOMMENDATION

It is recommended that the City Council: (1) award the contract to Kormex Construction, Inc. in the total amount of \$178,625; (2) authorize the City Manager to execute the Agreement and approve change orders up to 10% of the original bid amount; and (3) approve Resolution No. 22-5705 amending the Fiscal Year 2021/2022 Capital Budget.

ATTACHMENTS

Attachment "A": Agreement

Attachment "B": Resolution No. 22-5705

CITY OF LA PUENTE
CONTRACT AGREEMENT
FOR
LA PUENTE COMMUNITY PARK SIDEWALK IMPROVEMENTS
IN THE CITY OF LA PUENTE

This contract agreement is made and entered into for the above-stated project this 12th day of April, 2022, by and between the City of La Puente, as AGENCY and KORMEX CONSTRUCTION, INC., a California corporation, as Contractor.

WITNESSETH that AGENCY and Contractor have mutually agreed as follows:

ARTICLE I

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

ARTICLE II

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

ARTICLE III

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

ARTICLE IV

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

ARTICLE V

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

ARTICLE VI

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

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

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

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

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

ARTICLE VII

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

ARTICLE VIII

BLANK

ARTICLE IX

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

IN WITNESS WHEREOF, the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this contract agreement to be executed in duplicate by setting hereunto their names, titles, hands, and seals this _____ day of _____, 2022.

Contractor: _____
(Signature)

Name and Title (Printed) _____

Contractor's License No. _____

Agency Business License No. _____

Federal Tax Identification No. _____

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

AGENCY: _____
City Manager of the City of La Puente

Attested: _____
City Clerk of the City of La Puente

Date _____

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

Date _____

FAITHFUL PERFORMANCE BOND
FOR
STREET IMPROVEMENTS ON VARIOUS CITY STREETS FY 2020-21
IN THE CITY OF LA PUENTE

KNOW ALL MEN BY THESE PRESENTS that Kormex Construction, Inc. as
CONTRACTOR and _____,
a corporation organized and existing under the laws of the State of _____,
and duly authorized to transact business under the laws of the State of California, as SURETY, are held and firmly bound unto the
City of La Puente, as AGENCY, in the penal sum of Three Million Six Hundred Twenty-Five Thousand Dollars (\$3,625,000.00),
which is 100 percent of the total contract amount for the above-stated project, for the payment of which sum, CONTRACTOR and
SURETY agree to be bound, jointly and severally, firmly by these presents.

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

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

Dated: _____

BIDDER: Name: _____

Address: _____

By: _____
(Signature)

Type Name and Title _____

SURETY: Name: _____

Address: _____

By: _____
(Signature)

Type Name and Title: _____

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

MATERIAL AND LABOR BOND
FOR

STREET IMPROVEMENTS ON VARIOUS CITY STREETS FY 2020-21

IN THE CITY OF LA PUENTE

KNOW ALL MEN BY THESE PRESENTS that Kormex Construction, Inc., as CONTRACTOR, and _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as SURETY, are held and firmly bound unto the City of La Puente, as AGENCY, in the penal sum of Three Million Six Hundred Twenty-Five Thousand Dollars (\$3,625,000.00), which is 100 percent of the total contract amount for the above-stated project, for payment of which sum, CONTRACTOR and SURETY agree to be bound, jointly and severally, firmly by these presents.

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

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

Dated: _____

BIDDER: Name: _____

Address: _____

By: _____
(Signature)

Type Name and Title _____

SURETY: Name: _____

Address: _____

By: _____
(Signature)

Type Name and Title: _____

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

RESOLUTION NO. 22-5705

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

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

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

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

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

SECTION 2. The City of La Puente’s Capital Budget for Fiscal Year 2021-2022 is hereby amended to increase expenditure appropriations in the Miscellaneous Grants Fund (Fund 280) in the amount of \$196,500 for the La Puente Park sidewalk improvements project.

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 12th day of April, 2022, by the following vote:

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

Charlie Klinakis, Mayor

ATTEST:

Sheryl Garcia, City Clerk



City of La Puente AGENDA REPORT

To: Mayor and City Council

For meeting of: April 12, 2022

From: Bob Lindsey, City Manager

By: John Di Mario, Development Services Director

SUBJECT: CONSIDERATION OF AWARD OF CONSTRUCTION CONTRACT TO WEST COAST TURF FOR LA PUENTE PARK SOD INSTALLATION IN THE AMOUNT OF \$132,300.00

BACKGROUND

On March 15, 2022, the City issued a notice inviting informal bids for natural grass sod installation at the eastern portion of La Puente Park as part of the improvements currently underway at the Park.

The project includes supplying and installing 210,000 square feet of “Bandera Bermuda” sod at the eastern side of the Park. The sod will be installed in and around the new synthetic turf soccer field, new playgrounds, fitness pad and circles area, and on the northern portion of the Park adjacent to St. Joseph Elementary School.

DISCUSSION

The bid opening took place on March 30, 2022. The City received one bid for the project as listed below:

West Coast Turf	\$ 132,300.00
-----------------	---------------

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

Based upon the scope of work for the project, 20 working days have been allocated for the completion of the project. It is anticipated that the project will begin the third week of April.

FISCAL IMPACT

The bid schedule for construction of this project totals \$132,300.00. With a 10 percent (10%) project contingency of \$13,230.00, the total construction project budget is \$145,530.00. Funding for this project is available from the Grants Fund through the Rivers and Mountains Conservancy.

RECOMMENDATION

It is recommended that the City Council: (1) award the contract to West Coast Turf in the amount of \$132,300.00; (2) authorize the City Manager to execute the Agreement and approve change orders up to 10% of the original bid amount; and (3) approve Resolution No. 22-5706 amending the FY 2021/2022 Capital Budget.

ATTACHMENTS

Attachment “A”: Agreement

Attachment “B”: Resolution No. 22-5706

CITY OF LA PUENTE
CONTRACT AGREEMENT
FOR
LA PUENTE PARK SOD INSTALLATION

This contract agreement is made and entered into for the above-stated project this 12th day of April, 2022, by and between the City of La Puente, as AGENCY and West Coast Turf, a California corporation, as Contractor.

WITNESSETH that AGENCY and Contractor have mutually agreed as follows:

ARTICLE I

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

ARTICLE II

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

ARTICLE III

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

ARTICLE IV

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

ARTICLE V

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

ARTICLE VI

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

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

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

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

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

ARTICLE VII

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

ARTICLE VIII

BLANK

ARTICLE IX

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

IN WITNESS WHEREOF, the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this contract agreement to be executed in duplicate by setting hereunto their names, titles, hands, and seals this _____ day of _____, 2022.

Contractor: _____
(Signature)

Name and Title (Printed) _____

Contractor's License No. _____

Agency Business License No. _____

Federal Tax Identification No. _____

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

AGENCY: _____
City Manager of the City of La Puente

Attested: _____
City Clerk of the City of La Puente

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

RESOLUTION NO. 22-5706

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

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

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

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

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

SECTION 2. The City of La Puente’s Capital Budget for Fiscal Year 2021-2022 is hereby amended to increase expenditure appropriations in the Miscellaneous Grants Fund (Fund 280) in the amount of \$145,530 for La Puente Park sod installation project.

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 12th day of April, 2022, by the following vote:

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

Charlie Klinakis, Mayor

ATTEST:

Sheryl Garcia, City Clerk



City of La Puente AGENDA REPORT

To: Mayor and City Council

For meeting of: April 12, 2022

From: Bob Lindsey, City Manager

By: Troy Grunklee, CPA, Director of Administrative Services
Alex Merkel Medina, Finance Manager

SUBJECT: CONSIDERATION OF AN AGREEMENT BETWEEN EXPOSHOWS, INC. AND THE CITY FOR A PYROTECHNIC DISPLAY FOR THE CITY'S FORTUNATO JIMENEZ INDEPENDENCE DAY CELEBRATION IN THE AMOUNT OF \$31,500

BACKGROUND

The 2022 Fortunato Jimenez Independence Day event is planned for July 03, 2022. Historically, a large-scale fireworks show has been included as a component of this event.

DISCUSSION

The proposed scope of work to be completed by Exposhow, Inc. includes the following:

- Development, design, and choreography of the fireworks show
- Execution of the fireworks display at the event including providing all necessary materials, devices, personnel, tools, safety implements, and insurance coverage
- Submission of pyrotechnic plans and specifications to the Los Angeles County Fire Department for review and approval.

The elements of the full color display are summarized in the table below:

Shell Size /Effect / Device	Shell Count
Aerial Barrage Opening	
Multishot Device (2)	50
3" Display Shells	20
4" Display Shells	4
5" Display Shells	3
Aerial Main Display	
MultiShot Devices (4)	1400
3" Main Display Shells	288
4" Main Display Shells	252
5" Main Display Shells	234
Aerial Grand Finale	
2" Multi Shot Finale Devices (1)	100
3" Shells (Chain Finale)	300
4" Shells (Chain Finale)	108
5" (Chain & Support Display Shells)	108
Total Shell Count / Run Time / Price	Summary Total
Aerial Breaking Shell Total	1,417
Main Display Shells (Lift Rate Average)	34 / minute
Finale Run Time	3 minutes
Total Show Run Time	30 minutes
Fire Dept & Public Safety Fees	\$0
Total Display Price	\$31,500

In total, 2817 firework projectiles are included in this agreement, including 1417 aerial breaking shells.

Staff has determined that the safest pyrotechnic firing site and staging area is La Puente High School. Permission has been granted by the Hacienda La Puente Unified School District to conduct this activity on their premises, and school officials have been debriefed regarding the event. La Puente Park, adjacent immediately to the north, will serve the primary viewing grounds for the show.

In procuring this service, proposals were solicited from multiple purveyors. Exposhow, Inc., was the only responsive bidder able to perform a thirty (30) minute duration firework show. Furthermore, this transaction is exempt from competitive bidding requirements pursuant to La Puente Municipal Code Section 2.20.090.

FISCAL IMPACT

The total proposed contract price is \$31,500 to be drawn from General Fund appropriations.

RECOMMENDATION

It is recommended that the City Council: (1) adopt Resolution No. 22-5707 adopting findings to dispense with the competitive bidding process; (2) approve the Agreement with Exposhow, Inc. in the amount of \$31,500; and (3) authorize the City Manager to execute the Agreement on behalf of the City.

ATTACHMENTS

Attachment "A": Agreement
Attachment "B": Resolution No. 22-5707

CITY OF LA PUENTE
PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and effective as of April 05, 2022, between the City of La Puente, a municipal corporation ("City") and Exposhow, Inc. a pyrotechnic display consultant ("Consultant"). The City and Consultant are hereinafter collectively referred to as the "Parties".

RECITALS

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

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

1. TERM

This Agreement shall commence on the Effective Date and shall remain and continue in effect until July 04, 2022, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

(a) Consultant shall perform the tasks ("Services") described and set forth in the document "*Proposal for City of La Puente, CA, 2022 Fortunato Jimenez Independence Day Fireworks, Sunday July 3rd*" ("Proposal"), attached hereto and incorporated herein as though set forth in full. Tasks other than those specifically described in the attached Proposal 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 Proposal, the terms of this Agreement shall prevail.

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

(c) Consultant shall perform all Services in a manner reasonably satisfactory to the City and in a first-class manner in conformance with the standards of quality normally observed by an entity providing traffic control services, serving a municipal agency.

(d) Consultant shall comply with all applicable federal, state, and local laws, regulations and ordinances in the performance of this Agreement, including but not limited to, the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*). During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working on the Effective Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute or law; and (ii) City has not consented in writing to Consultant's performance of such work. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections

1090 *et seq.* Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous twelve (12) months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for Services performed pursuant to this Agreement, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

(e) Consultant represents that it has, or will secure at its own expense, all licensed personnel required to perform the Services. All Services shall be performed by Consultant or under its supervision, and all personnel engaged in the Services shall be qualified and licensed to perform such services.

3. MANAGEMENT

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

4. PAYMENT

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Proposal attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed thirty-five thousand, one hundred dollars (\$35,100) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City and Consultant at the time City's written authorization is given to Consultant for the performance of said services.

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

5. SUSPENSION OR TERMINATION OF AGREEMENT

(a) The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant shall submit an invoice to the City pursuant to Section 5 of this Agreement.

6. OWNERSHIP OF DOCUMENTS

(a) Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to review such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts or copies therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files, Consultant shall make available to the City, at the Consultant's office, and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. Consultant hereby grants to City all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by Consultant in the course of providing the services under this Agreement. All reports, documents, or other written material developed by Consultant in the performance of the Services pursuant to this Agreement, shall be and remain the property of the City.

7. INDEMNIFICATION

(a) Indemnity for professional liability

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

(b) Indemnity for other than professional liability

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

(c) Duty to Defend

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

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

8. INSURANCE

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

9. INDEPENDENT CONSULTANT

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

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

10. LEGAL RESPONSIBILITIES

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

11. UNDUE INFLUENCE

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

12. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

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

13. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

14. NOTICES

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

If to City:

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

With a copy to:

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

If to Contractor:

David MacCormick, CMP, VP Sales
Exposhow, Inc.
2455 190th Street, Ste. G
Redondo Beach, CA 90278

Tel: (424) 322-8747

15. ASSIGNMENT

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

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

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

16. GOVERNING LAW/ATTORNEYS' FEES

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

17. ENTIRE AGREEMENT

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

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

18. SEVERABILITY

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

19. COUNTERPARTS

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

20. CAPTIONS

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

21. WAIVER

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

22. REMEDIES

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

(Signatures on following page)

23. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

“CITY”
City of La Puente

By: _____
Bob Lindsey, City Manager

“CONSULTANT”
Exposhow, Inc.

By:  _____
David MacCormick, CMO, VP Sales

Attest:

By: _____
Sheryl Garcia, City Clerk

Approved as to form:

By: _____
Victor Ponto, City Attorney

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

EXHIBIT A

See "Proposal".

SCOPE OF SERVICES

See "Proposal".

EXHIBIT B

See "Proposal".

RATE SCHEDULE

See "Proposal".

28 March 2022
Exposhow Inc.

City of La Puente, CA
2022 Fortunato Jiminez Independence Day Fireworks
Sunday , July 3rd



Index / Table of Contents

Letter of Interest.....	3
Program Selection / Overall Plan.....	4-11
Project Management Methodology.....	4
Scope of Work and Display Description.....	5-11
Equipment Delivery and Display Load-In.....	6
Firing Site Setup.....	6
Display Description, Music and Choreography.....	7
Display Operations.....	8
Post Display Safety and Cleanup.....	9
Industry Leading Best Practices.....	10
Environmental Responsibilities.....	10
HazMat Transportation and Storage.....	11
Display Elements / Pricing.....	12-15
Firing Site Plot Map(s) / Configuration.....	12-13
Shell Count / Pricing / Effects Description.....	14-15
Experience and Ability.....	16-20
Company History.....	16
Statement of Qualifications.....	17
Management Team and Staffing.....	18-19
Staff Safety Training and Company Safety Record.....	20
References.....	21-22

Exposhow Inc.

2455 190th Street Ste G
Redondo Beach, CA 90278
Tel (424) 322-8747 Fax (310) 451-7994

April 4, 2022

Adriana Dominguez
Community Services Supervisor
City of La Puente
501 N. Glendora Ave
La Puente, CA 91744

Dear Adriana,

Hope all's well. We are excited about the opportunity to be selected as the vendor to operate the 2022 City of La Puente Independence Fireworks Display. A safe, best ever action-packed show is as important to us as it is to the city and the community. Our proposal outlines a Display for Sunday, July 3rd.

Exposhow is a professional fireworks display company well seasoned in operating public displays. Staffed by veteran professionals with decades of aerial display experience, past events include hundreds of large municipal public displays. No incidents involving any injury or death, property damage or safety violations have ever occurred with our company. Safety remains our number one non-negotiable priority.

Exposhow puts more breaking aerial shells and effects in the air than competitors with breathtaking choreography and precision. 1,776 breaking aerial shells for your display. A 1,000 shell plus 5 minute finale follows an 27 minute main display lifting over 34 shells per minute. A Display Element breakdown is located on Page 14.

Project management team credentials and experience are detailed in our proposal. Our Statement of Qualifications and endorsements reinforce why Exposhow is the best match to to bring the safest, biggest, most exciting show ever to the City.

Sincerely,



David MacCormick CMP
VP Sales
Exposhow Inc.

PROJECT MANAGEMENT METHODOLOGY

IMPLEMENTATION

Successful delivery of an exceptional public display fireworks production requires a structured approach within a clearly defined framework. The project manager and team must utilize every tool and resource to optimize the outcome. The process is built on experience and extensively documented success. It ensures all specific criteria that define the scope and success of the project are met.

PROGRAM CONTENTT

We are only limited by the extent of our imagination. Proposed show design, program changes, music and choreography are offered as a starting framework or endpoint. State, stakeholder, sponsor and public input is encouraged in the interest of achieving the same vision. Shared vision leads to a collaborative effort, the best change control option we have in any client vendor relationship.

PROJECT MANAGEMENT STRATEGIES

Use only the very best, most reliable display fireworks available in the world. Fabricate the safest firing equipment possible for the viewing audience and employees. Always keep safety the primary non-negotiable priority. Hire responsible staff and trained, experienced industry veterans. Design the display with new effects and the widest variety and appropriate shell size selection. Design audio and show choreography that excites and engages the viewers and spectators and those who may view it remotely via different media sources.

PROJECT RISK IDENTIFICATIONN

Identification as well as managing and mitigating the project risks that will occur are central to project success. Equipment, product, transportation, safety, security, logistics, staffing and weather are significant areas of anticipated risk. Contingencies, risk owners and assigned responsibilities are Risk Register items. e.g. (Two operators assigned to the display in the event a sole operator became unavailable due to unforeseen circumstances).

PERFORMANCE

Coordination of people and activities, constant auditing and review are controls that keep Exposhow projects on-track, on-time and within budget. Timelines for completion risks coupled with project strategy have always led to successful product delivery.

Supplier performance measurement, ultimately project health and status are constantly monitored by using Earned Value metrics. Evaluating Trend analysis of Cost and Schedule Performance Index ratios enable dynamic adjustment and change well ahead of the event horizon.

SCOPE OF WORK

PERMIT APPLICATIONS AND APPROVALS

All permits and Operating Authority required by Federal agencies, (BATFE, DOT, FAA), Office of the State Fire Marshal, Los Angeles County Fire Dept. and the City of La Puente in accordance with U.S., State and local laws will be submitted for review and approval after contract endorsement.

City of La Puente, its officers and agents and public safety agencies will be listed as additional insured on general liability and SCIF Workers Comp policies. Exposhow's carries \$5,000,000 General Liability, \$5,000,000 Commercial Transport & \$1,000,000 Workers Compensation.

All Federal, State Standards for Storage, Transport and Use of Fireworks will be conformed with as well as requirements set forth by the Authority with Jurisdiction. Exposhow's is a Federal Explosives Import License Holder and DOT Interstate HazMat Shipper. All Exposhow's display operators are licensed pyrotechnicians. By law, all pyrotechnic assistants are required to be US Citizens with DOJ Notices of Background Check Clearance.

PRE EVENT MEETING

Pursuant with Best Practices, a site inspection has been conducted. Safety is always the first priority and non-negotiable with any public event. Exposhow's will conduct a pre-event meeting with Event staff, media partner(s) and Public Safety Depts. at a date and time TBA prior to event.

DISPLAY DESCRIPTION BRIEF

Display runtime is 32 minutes. The lift rate of the main body of the display averages 34 shells per minute of continuous firing and a 200 shell a minute finale lift rate for the last 5 minutes of the show.

Total shell count for the display production is 1,776 aerial shells. Shells range from 2" to 5" in size, weighted towards larger bore specialty display shells to maximize visibility for spectators. Several dozen different custom, pattern and specialty shell effects from multiple manufacturers are used in the performance

EQUIPMENT DELIVERY AND LOAD IN

Storage and Delivery of Product (Pyrotechnic 1.3G and 1.4G Explosives) Fireworks and associated show equipment will be delivered via secured Hazmat licensed box truck to the launch site on Sunday, July 3rd. Hazmat Transportation Permit documents include the travel route of the truck.

The Public Safety Authority with Jurisdiction (LA County Fire Dept) will be advised when the truck arrives on- site. Product remains secured inside the truck until equipment has been configured and until such a time licensed operator in charge and/or Fire Dept. Inspector determines display site is secured and ready for product loading.

FIRING SITE SETUP

Site configuration and setup of equipment; mortars, racks will be executed on Friday & Saturday, July 1st and 2nd. HazMat load arriving on July 3rd will remain secured on-site under the constant and direct supervision of the licensed operator from arrival on site until load out and departure following the production. No pyrotechnic product will be unloaded or deployed until the safety perimeter has been established and the preshow safety meeting is conducted by the Operator in charge.

ITEMIZED LIST OF PYROTECHNIC DISPLAY EQUIPMENT

Equipment list includes wooden 2" -5" racks and HDPE Mortar Guns constructed in accordance and exceeding State regulations and approved rack stabilization methods that prevent failure of equipment configuration integrity.

An electronic firing system with built in safeguards consistent with Fireworks Law is used. Equipment listing includes all applicable modules, cables, connectors related to the firing system. E-match, quick match and 22-2 low voltage zip wire used to connect aerial firework shells to field modules.

Fire suppression equipment; multiple 1.5 gallon pressurized water extinguishers. Foil and Visqueen (polyethylene plastic) for display protection until display time in the event of inclement weather conditions.

DISPLAY DESCRIPTION

Display contains a variety of several dozen different types of aerial display, custom shell and pattern effects from several different manufacturers in all colors of the visible light spectrum. Effects descriptions are detailed on Page 15.

Digital wireless modem technology provides for pinpoint synchronization of the music track to the fireworks display choreography.

Our Emmy award winning Audio Engineer masters a music track specifically for this show and will be sent for review and approval by the sponsor. It is composed and edited from traditional and contemporary patriotic tracks. A recorded opening narration may also be added to the pre-roll on request.

Copies of the digital master music track will be provided to the sponsor and the media partner by electronic file (mp3 or wav file via Dropbox), or physically delivered in the form of a CD or a flash drive memory device.

If the program will be simulcast with a local or regional radio station, Exposhow will coordinate broadcast with the on-site media partner and station.

A 15 minute out preshow single shell test shot may be fired if desired to announce the upcoming start of the display or to evaluate display time wind conditions.

Several of the same effects may be combined to create sweeping sky picture panoramas. Display will be weighted with some emphasis on Red, White and Blue color shells as well as unique custom and pattern shells. The display opens with an opening barrage of titanium salutes and show effects accompanied by single shell display aerial shells.

The main body display consists of single shot shells and chained shells, many fired in tandem to a faux finale, and build again in intensity for a 1,000 shell light-up-the sky finale that will engage chained 2.5" and 3" shells, larger support shells and titanium salutes.

Exposhow uses digital firing system technology that allow a smaller firing field footprint. Show choreography software enables us to paint the entire sky with angled mortars in tight pods with pinpoint shell burst precision.

SHOW OPERATIONS

Entire duration of the display from the opening shot to the final finale cue will be fired electronically. Any preshow test shots will also be electronically fired.

No public will be permitted into the firing site safety perimeter. Perimeter is delineated with physical fence barriers or Red Danger or Yellow Caution Tape. Any entry into the safety perimeter by individuals other than known City event staff or Public Safety Officers will immediately be challenged by the Operator or pyrotechnic staff

On completion of shell drop and wiring of all main display and finale chain shells at approximately 4:30 p.m., field modules will be connected by and the field will be cleared by the Operator in Charge to prepare for system continuity checks. A loud verbal "Clear Field" announcement confirming a secure safety perimeter is made every time the firing panel is energized.

Display operator and pyrotechnic team will be in protective gear prior to arming firing system for continuity test(s) and the display. Protective gear includes long 100% cotton long sleeve and long pants, hard hats, eye and ear protection. Sponsor and Fire Safety Officer will be advised when continuity testing is complete.

All event staff other than production pyrotechnicians and Fire Safety Officer must be clear of designated safety perimeter 30 minutes before display start. After the safety perimeter is clear, an all-clear signal is given by Operator and on-site Fire Safety Officer to ensure public safety.

Following a pre-show safety briefing, firewatch with fire suppression units will be deployed to the fallout safety perimeter for the duration of the display.

Sponsor will be notified that firing system is armed and hot approximately 15 minutes before the scheduled start of the display. If an audio track is desired, it is included at no additional charge. Start of the display is ultimately under the control of the sound booth or media partner at the discretion of the sponsor.

Firing Systems in use by Exposhow contain a deadman switch that enables an immediate cease fire in the event an unsafe condition exists that may jeopardize public safety. No aerial shells are chained or ganged in the main display which prevents any additional breaking aerial shells from firing in the event of a cease fire. The display may then be resumed at the discretion of the Operator and the Fire Safety Officer.

POST DISPLAY SAFETY

Due to heat generated by shell lifting chages, the firing field will not be approached for 30 minutes following the conclusion of the show. It is not uncommon for unfired shells to launch following a display due to the intense heat following a finale barrage.

A post display proximate field sweep will be conducted. during cool down. Team members at fallout zone perimeters will isolate and secure any duds or aerial shells that were observed to malfunction for containment.

If all shells are accounted for by spotters and burst counts match, an all clear within 15 minutes of the conclusion of the display is anticipated.

Following a firing field cool down, all guns will be inspected for unfired shells by the licensed Operator in Charge and an assistant. Any unexploded ordinance will be removed, secured and stored in a safe manner before any equipment or site tear down is initiated. Removal of all explosives from the site will be conducted after equipment strike during load out on July 3rd.

A detailed Post Display Report (PDR) will be provided to the OSFM and LA County Fire Dept., the Authority with Jurisdiction

DISPLAY EQUIPMENT STRIKE AND CLEANUP

Equipment Strike removes all guns, racks and associated firing equipment from the firing field. Display debris and expendables will be raked up, placed in contractor bags and disposed in a manner consistent with best practices.

A dumpster is requested for non hazardous debris and cardboard waste disposal.

Substrates and surfaces used to stage all equipment and pyrotechnics will be returned to their original condition following display completion. All debris and byproduct materials will be removed and discarded in a manner consistent with best practices and responsible project management. To ensure site is clear by midnight on July 3rd, Exposhow's will supply all materials and staff necessary to complete load-out and cleanup in accordance with required completion dates.

A City Parks & Recreation or School District representative will be required to make a final walk through inspection of firing site(s) and fallout areas with the lead operator to ensure compliance with contract terms and to certify the substrate has been returned to its original condition without damage.

Supporting documentation of site cleanup will be provided in the form of before and after pictures or videos if City or School District staff not readily available

INDUSTRY LEADING BEST PRACTICES

Safety is always the first priority and non-negotiable with any public event. Our Safety Compliance operates within the scope of Fireworks Best Practices, always maintaining safe distances, using the best equipment, trained staff and vigilant in observing safe pyrotechnic operating protocols and methodology.

Advances in digital, wireless fire control systems and an increase in equipment construction minimum standards have made the pyrotechnic display industry safer for pyrotechnicians and audience members over the past two decades.

Contingency planning is always a hallmark of successful project management. Failure to plan for inclement weather can result in a display cancellation and compromise safety. Exposhow's plans for such occurrences with standby polyethylene protection for loaded fireworks batteries in the event of a cloudburst or precipitation. Use of 6mm Visqueen allows the display to be fired successfully during active rainstorms.

Exposhow's maintains a Best Practices Blueprint that can be forwarded to the Evaluation Committee for review on request. It is several pages and beyond the scope of this RFP with regard to content.

ENVIRONMENTAL RESPONSIBILITIES

Aerial Fireworks used for the City of La Puente July 3rd Display are comprised of biodegradable cardboard, craft paper, string, tape, glue, black powder, metal salts, (colorants) dextrin and rice. Debris is collected and disposed of after the display. Of primary environmental concern is copper electronic ignition wire. Used with every shell, it is secured to each mortar via strain relief, it stays with the mortar upon launch of the shell to eliminate any environmental impact or discharge into a City Park or marine environment. It is collected after the display, an integral keystone part of our Best Practices.

Any proximate theatrical and stage fireworks used are low smoke, eco-friendly, self-consuming devices with no fallout and use cardboard, nitrocellulose and colorants. Our vendor, Ultratec is the world leader in ecofriendly proximate pyrotechnics supplying the Olympics and professional sport venues

MSDS

MSDS are required by DOT in accordance with regulations governing Hazardous Materials Transportation on public roadways in the United States. MSDS for all fireworks that will be on-site are included in the transportation permit package.

HAZMAT TRANSPORTATION OF FIREWORKS

Exposhow is a Federally licensed Hazardous Materials Shipper and has Interstate operating authority to transport Explosives and Hazardous Materials on public roadways throughout the United States.

Exposhow US DOT # 2053003 maintains all current required permits that include FMCSA Hazardous Materials Interstate Transportation Permit, FMCSA Satisfactory Rating & PHMSA Registration. Exposhow carries a \$5,000,000 Commercial Transportation Policy, required by law to conduct Interstate Transport of Hazardous Materials.

Transportation of Hazardous Materials (Explosives and Fireworks) are done in house by Exposhow employees who are also licensed operator(s) for the 2021 City of La Puente July 3rd Fireworks. As Commercial Drivers with HazMat endorsements, they are subject to the requirements and regulations of 49 CFR that include random drug testing, physicals and DHS background checks.

EXPLOSIVES STORAGE

In accordance with BATFE 27 CFR and DOT regulations that govern Display Fireworks and Explosives storage, no overnight explosives storage is required and on-site explosives will be attended at all times by Exposhow staff.

ACCEPTANCE OF TERMS AND CONDITIONS

Exposhow is willing to enter into an agreement under the terms and conditions prescribed by City of La Puente. It is our intention to streamline the production process by utilizing feedback to shape the show with the synergy of a shared vision.

Plot Map I / Firing Site Location

15615 Nelson Ave. La Puente, CA 91744



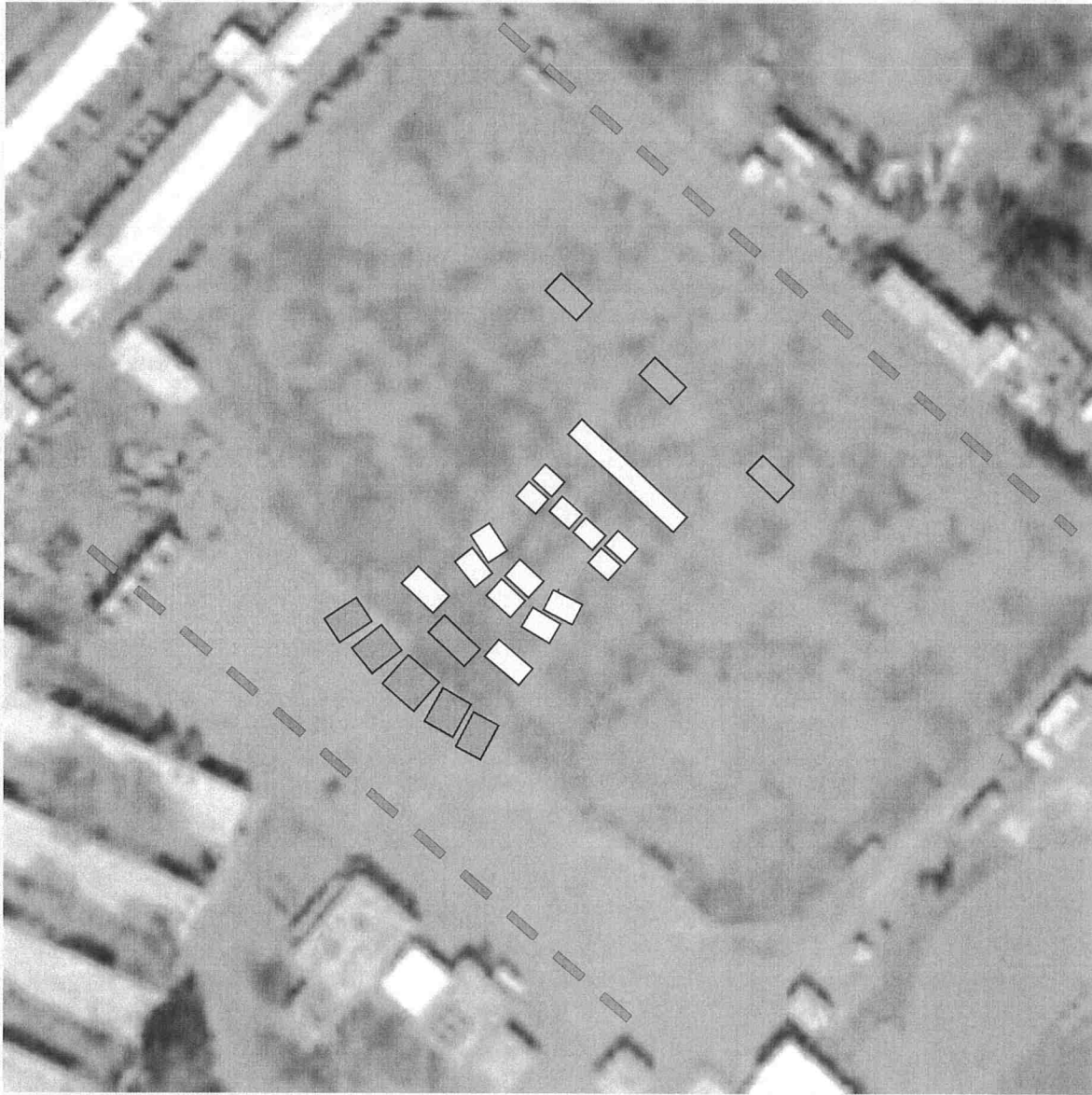
Firing Site - 5" Shell Minimum Safety Zone Diameter 350'

34° 01' 36.08" North Latitude 117° 57' 18.06" West Longitude El: 326'

Primary Spectator Viewing - La Puente Park 501 N. Glendora Ave La Puente CA

Plot Map II / Firing Site Detail

15615 Nelson Ave. La Puente, CA 91744



Rack and Gun Pod Placement Legend

5" 4" 3" & 2.5" Multishot Devices — — Fire Lane for FD / Public Safety Access

Minimum Safety Radius Perimeter Fallout Zone (in feet)

350' (5" Aerial Breaking Shells) 280' (4" Aerial Breaking Shells) 210' (3" & 2.5" Aerial Breaking Shells)

*Angled pods of mortar (gun) batteries allow for the maximum use of the sky from left to right horizon.

Display Elements and Shell Count

Listed shell count will be sent with permit filings for review and approval by Los Angeles County Fire Dept

Aerial shells have various color rising tails to facilitate tracking by spectators. Specialty custom shells used to enhance the audience experience are made in the United States. Exposhow is proud to support American manufacturers whenever possible.

Shell Size /Effect / Device	Shell Count
Aerial Barrage Opening	
Multishot Device (2)	50
3" Display Shells	20
4" Display Shells	4
5" Display Shells	3
Aerial Main Display	
MultiShot Devices (4)	1400
3" Main Display Shells	288
4" Main Display Shells	250
5" Main Display Shells	232
Aerial Grand Finale	
2" Multi Shot Finale Devices (1)	200
3" Shells (Chain Finale)	527
4" Shells (Chain Finale)	144
5" (Chain & Support Display Shells)	108
Total Shell Count / Run Time / Price	Summary Total
Aerial Breaking Shell Total	1,776
Main Display Shells (Lift Rate Average)	35 / minute
Finale Run Time	5 minutes
Total Show Run Time	32 minutes
Fire Dept & Public Safety Fees	\$0
Total Display Price	\$35,000

As an operating standard and value-added feature, Exposhow displays and permit filings have additional product above the listed total count to exceed expectations and ensure compliance with contracted shell count. Any City or Fire Dept permit/standby fees are not included.

2022 City of La Puente July 3rd Fireworks Displays – Effect Inventory

Most Effect Categories below contain dozens of different effects with similar performance characteristics in different colors. Standard and custom special effects within a category have been detailed for reference. Each effect in a category is further defined by color or color(s). Manufacturers include Flower King, T Sky, Dun Pai, Lidu and American manufacturer AM Pyro.

Exposhow uses a balance of shells in all categories and all colors of the visible light spectrum for a specific Display Mix. Various Reds, Orange, Yellows, Greens, Blues, Indigo, Violet, Lime, Lemon, Aqua, Pink, Whites, Silvers and Golds are all employed for every show. All shells have rising tails in different colors to facilitate visual shell tracking by the spectators.

EFFECT CATEGORIES (Main Display and Finale Support Shells)

- 2" - 5" Floral Pattern Shells Peony/Gamboge/Cyas / Dahlia / Diadem / Chrysanthemum
- 3" - 5" Specialty Floral Pattern Effects with 2 Color Changing Pistil Core Effect Shells
- 3" - 5" Duration/Lingering Effects Strobes/Willow/Stars/Falling Leaves/Spiders
- 2.5" - 5" Multi-Break / Multi Break Dragons Egg / 1000 Flowers Color Effect Shells
- 2.5" - 5" Scattering Bees / Flying Dragon / Crossette / Shooting stars /Spining Flowers
- 4" - 5" Pattern Shells Hearts/ Saturn/ Happy Face/ Ring / Bowtie /Multi Rings
- 3" - 5" Specialty Effects 3 Color Changing with Palm or Strobe Core Effect Shells
- 2" - 5" Palm, Dahlia, Diadem & Color Changing Chrysanthemum Multi-Effect Shells
- 2" - 5" Single, Two & Three Color Waves. Color Changing Waves w/ Brocade Crown
- 2.5" - 5" Brocade Crown. Coconut, Cascade, Crown & Willow Shell Effects
- 2.5" - 5" Kamuro / Super Brocade / Gamboge Effect Shells
- 5" - 10" Super Pattern Stained Glass / Kaleidoscope / Rainbow Effects
- 5" - 10" Super Custom Octopus / Jellyfish /Ghost Effect Shells
- 2.5" - 4" Super Crackling / Whistles / Super Peony Titanium Salute Report Shells
- 4" - 6" Lampare, Dragons Eggs / Fish & Serpent Effect Shells
- 5" - 8" New Pattern Cat Face /Alien / Snail / Windmill / Stars in Stars / Jupiter
- 5" - 8" Falling Duration Lantern / Windbell / Waterfall / Horse Tail Effect Shells
- 2" - 6" Comet / Tiger Tail / Palm Tree / Coconut Tree Shell Effects
- 3" - 6" Sicilian Sky Picure Panorama Gold Waterfall with Pink Stars (40 Shell Effect)

FINALE CHAIN EFFECTS

- 2.5"-6" Finale Chain Red, White & Blue Color Display Shells
- 2.5"-4" Finale Chain Color Shells with Titanium Salutes
- 2.5"-6" Finale Chain Gold Brocade
- 3"-6" Finale Chain Gold Kamuro
- 3"-6" Finale Chain Niagara Falls with Blue Pistil
- 3"-4" Finale Chain Multi Color Peony with Report
- 3" Finale Chain Titanium Salute

COMPANY HISTORY

Established in 2009, Exposhow's was founded by licensed pyrotechnic and event planning professionals to provide government agencies a company specializing in outdoor aerial firework displays for the general public. Exposhow's is a California Corporation and operates State, County and City shows, theme park and stadium and arena displays.

Exposhow's incorporated in 2011 and is comprised of Federal and State licensed operators and experienced veteran pyrotechnicians. Our staff has been involved in the production and operation of large outdoor aerial displays, theatrical and special effects pyrotechnics for thirty years.

Our staff has operated hundreds of outdoor public and proximate theatrical displays throughout the United States. Sponsors and locations of public displays include States of California, Florida and Montana. Multiple year current clients include Los Angeles, Orange and Stanislaus County and many others. We would like to continue to provide Lancaster with the best show(s) ever

Our large scale and marine show experience runs deep with multiple year and big shell displays for US Navy Fleet Week, Battleship USS Iowa, Cities of Los Angeles, Redondo Beach, Marina del Rey, Orlando, FL., Marco Island, FL, Newport Beach and Catalina Island.

Past event and venue highlights of our operating staff include experience with hundreds of public displays. The 2020 and 2021 City of Lancaster July 4th Fireworks, Olympics, MLB, Times Square New Year's Eve, performing artists, arena shows and more, including The 2016 Grand Display at the Western Pyrotechnic Association Conference, as well as US Navy Fleet Week 2016-present.

STATEMENT OF QUALIFICATIONS

Exposhow's has operated hundreds of outdoor public firework displays for municipal agencies. A decade of proximate, theatrical and Special Effects displays for Six Flags and motion picture studios positions Exposhow's as the best candidate to operate the City of La Puente show. It's our goal to continue with only the best celebrations and our sincerest wish to work with the City of La Puente. Our aerial shell counts and variety of custom shell types routinely exceed those of our competitors.

Primary focus is always the safety of spectator audience and staff members and will never be compromised under any circumstances. No incidents involving any injury to any spectators or property damage has ever occurred with Exposhow's or with our experienced operators and team members.

Exposhow's uses Pyromate and Cobra state of the art digital and wireless scripting and firing systems that enable us to produce unparalleled, exciting precision choreographed shows for your event like no others. Experienced with audio, on-line streaming and simulcast broadcasts, our multiple Grammy award winning audio engineer masters a custom music track for your show with universal appeal.

In addition to using only the highest quality fireworks and freshest products available, Exposhow's works directly with different US manufacturers of pyrotechnic product. Our shell cost is higher but allows us to select the newest and best product from different sources for your show. If we find a way to add more as a value-added feature, we will make sure to do so to ensure that your expectations are exceeded.

Equipment and Explosives Storage facilities are located in Mojave CA and registered and inspected by the BATFE and Kern County Fire Marshal.

Exposhow's Inc, is dedicated to the advancement of best practices in the fireworks

Exposhow's has never been a party to litigation arising from one of our displays. Our general liability, workers comp and transportation insurance loss runs have no losses since inception.

Close coordination with Event Staff and municipal public safety departments with pre-event meeting(s) and clear timely communication are hallmarks that distinguish Exposhow's; a detail-oriented display company with logistical expertise and demonstrated leadership qualities that result in production excellence.

PROJECT MANAGEMENT TEAM

David MacCormick- Logistics Project Manager. Federal & Multistate Licensed Fireworks Operator. 30 years of experience. Licensed ATF Explosives Importer. DOT Commercial HazMat Driver with Interstate Explosives Transport experience. Show Producer 1200 hours and 100 public fireworks displays without incident. Safety Training Director. Fabrication Team. US Army NTC Explosives Training Team. Armed Services Veteran **BS Chemistry -California State University**

Larry Ochsner – Transportation & Training Project Manager and Show Producer OSFM Licensed California and Multistate Pyrotechnic Operator. 35 years of experience. DOT Commercial HazMat Driver with Interstate Explosives Transport experience. Over 1000 hours and 60 public display fireworks. Primary HazMat Driver Trainer. Safety Board Member. Lead Supervisor. US Army NTC Explosives Training Team. Armed Services Veteran. **BS Industrial Technology - Southern Illinois University**

Paul Newland - Operations. Project Manager and Show Producer. OSFM Cal Fire Licensed and Multistate Pyrotechnic Operator. 15 years of experience. DOT Commercial HazMat Driver with Interstate Explosives transport experience. Over 1000 hours and 50 Public Displays without incident. Primary Staff Trainer, Safety Board Member. Outdoor Leadership Certified in First Aid. Safety Seminar Trainer. Fabrication Team. **MS Clinical Health - California State University.**

Franklin Ponce – IT & Systems Project Manager and Show Producer. OSFM Licensed California Pyrotechnic Operator with multistate experience in aerial fireworks and public displays without incident. IT and Systems Manager. Electronic equipment systems fabrication, procurement and maintenance. Special Effects equipment fabrication. R&D. Staff Trainer. Pyrotechnic Team Leader for US Navy Fleet Week, Six Flags & City of Beverly Hills **BS Business Administration - California State University**

Daniel Douglass – Facilities OSFM Licensed Pyrotechnic Operator. 30 years of experience-Commercial Driver. Over 1000 hours and 70 public firework displays Facilities and Explosive Site Manager. Safety Board Member. Primary staff trainer. Show Producer. **US Army NTC Explosives Training Team.**

David LaVoie– Digital Engineering Fireworks Firing Systems. 30 years of experience. Display operator. Over 1000 hours and hundreds of public displays. New York Times Square. City of Boston. Montreal Intl Fireworks Competition.

Richard Morrison – Audio Engineer 35 years of experience. Show Producer and Music Choreography. Multi Emmy award winner. Digital soundtrack mastering. Existing Event Management Vendor (Event 360) for National Park Service. Washington DC **BS Audio Engineering Chico State University**

PROJECT STAFFING AND CONTACT INFORMATION

COMPANY INFORMATION

Exposhow Inc. Mailing Address: PO Box 5590, Santa Monica CA 90409
Corp Offices: 2455 190th Street Redondo Beach CA 90278
Tel (424) 322-8747 Fax (310) 451-7994 www.exposhow.net
US DOT # 2053003 BATFE FEL#9-CA-037-51-6L-01569 Exp 11/22
Tax ID: 80-0764509 DUNS 071103110 CA Corp: C3397606 Est: 2009

*David MacCormick	Sales & Logistics	310-864-9616	dm@exposhow.net
*Paul Newland	Operations	661-713-6140	paul@exposhow.net
*Larry Ochner	Training & Hazmat	661-202-9120	larsox@exposhow.net
*Franklin Ponce	IT Systems	661-542-1985	frank@exposhow.net
*Dan Douglass	Facilities/Storage	818-219-0376	dan@exposhow.net
*David LaVoie	Fire Control Systems	603-731-7935	
Richard Morrison	Audio Engineering	661-713-1852	

**Key Contacts are current Federal & State Licensed Pyrotechnic Operators*

The City of La Puente Independence Fireworks Display will be produced by our project management team. On-Site team will be headed by a licensed pyrotechnic operator and project management team member and a minimum of four additional qualified pyrotechnic team members

Exposhow personnel assigned to set up, operate the Display consists of 5 experienced staff members and licensed operator(s) for your display. All aspects of the Fireworks Display are conducted by Exposhow staff and are never subcontracted to another agency or any third parties.

All assigned licensed display operators and pyrotechnicians have multiple outdoor show display experience. Federal law requires that pyrotechnicians be US Citizens with no felony convictions. All Exposhow pyrotechnicians are BATFE Employee Possessors that have completed Federal Background Checks and have received Notices of Clearance from FELC/ DOJ.

All staff members are qualified and authorized to work as employee possessors under Exposhow Inc's Federal Explosives License as required by Federal Law. With over 80 qualified pyrotechnicians and 25 licensed operators, all staff have multi-show outdoor experience and receive mandatory annual safety and pyrotechnic training.

STAFF SAFETY AND SAFETY RECORD

Primary focus is always the safety of spectator audience and staff members and will never be compromised under any circumstances. No incidents involving any injury to any spectators or property damage has ever occurred with Exposhow's or with our experienced operators and team members as evidenced by our insurance loss runs

All Exposhow's technicians and Licensed Operators receive annual recurring explosives training including OSHA High Hazard Injury & Illness Protection Training.

Exposhow's conducts comprehensive annual explosives safety and fireworks training programs for apprentice pyrotechnicians. Attendance at our Fireworks and Explosives Safety Seminar is required for all staff. Both apprentices and seasoned Licensed Operators must attend our mandatory training every year that includes OSHA High Hazard Injury & Illness Protection Training before assignment to a public display.

Only Exposhow's trained experienced pyrotechnicians and licensed operators are assigned to Exposhow's Firework displays. Public Firework Display work is never subcontracted out to a third party vendor.

Daily safety briefings are conducted by the Licensed Operator prior to starting work on a display site. A second pre-show safety briefing also occurs before the display shells are discharged. This is an integral cornerstone safe practices. Always be vigilant that everything possible has been done to ensure safe operating standards are maintained to ensure a successful outcome.

REFERENCES / ENDORSEMENTS

LA Rams Superbowl Fireworks LA Coliseum - Rosemary Jiminez (213) 744-7461
UVSA Orange County Fair Costa Mesa, CA - Courtney Duran - Events (714) 393-8352
City of Beverly Hills - Special Events Director Magdalena Davis (310) 285-1098
City of Lynwood - Recreation Services Director Rozie Carrillo (310) 603-0220 x-225
City of Lancaster - Parks and Recreation Director Efrain Carrera Jr (661) 723-5825
City of Redondo Beach - Community Services Director John LaRock (310) 318-0671
Two Harbors, Catalina Island – Sales Director Leslie Boutillier (310) 510-4249
Riverside County Fire - Palm Desert Deputy Marshal Sonia Cooley (760) 863-8886
City of Claremont CA - Amber Tudor (909) 399-5334
City of San Marino CA- Recreation Mgr Eddie Covarrubias (626) 403-2200
City of Orlando FL - Event Coordinator Stephanie Kobrin (407) 246-2378
City of Marco Island FL Samantha Malloy - Parks and Events Director (239) 389-3917
US Navy Los Angeles Fleet Week Battleship USS Iowa Jonathan Williams (877) 446-9261
LA County Dept. of Beaches & Harbors Marina del Rey - Catrina Love (424) 526-7874
City of Truckee Fire Protection District - Fire Marshal Kevin McKechnie (530) 582-7855
Village of Palm Springs, FL - Parks & Rec Supervisor Leanna Collazo (561) 964-8820 State
of Montana – Deputy State Fire Marshal Sally McKenna (406) 896-4388
LA City Fire Dept. Public Assemblage Unit – Inspector John Williams (213) 978-3650
LA County Fire Dept. – Fire Prevention / Firework Permits Amy Mawson (323) 890-4122
Six Flags Magic Mountain - Entertainment Director Pam Bugbee (661) 255-4810
Palm Beach County, FL Fire Rescue - Inspector Robert Perez (561) 304-4860
Santa Monica Beach Club - Event Director Jeannie Mai (310) 395-3254
City of Downey Fire Inspector Lee Kirby (562) 904-7348
Orange County Fire Authority - Fire Inspector Darren Johnson (714) 402-3103
Los Angeles County Fire Dept - Fire Inspector Gary Black (310) 510-0424
City of Murrieta Recreation Services Event Director – Laura Frasso (951) 461-6110
Palm Beach County Fire Rescue. - Captain Kathi Greenia (561) 616-7000
Crazy Mountain Ranch, Montana KMG Irongate Jon Delaurier (406) 686-9099
Fountain Valley Fire Department – Deputy Fire Marshal Adria Smith (714) 397-1734
City of Newport Beach Fire Department - Fire Inspector Steve Michael (949) 644-3110

Company Name: County of Los Angeles Beaches & Harbors Dept.
Address: 4701 Admiralty Way, Marina del Rey, CA 90272
Contact Person: Catrina Love – Senior Analyst
Business Phone: 424-526-7874 E-Mail: Clove@bh.lacounty.gov
Project Cost: Multiple Displays \$220,000 Start/Completion Date: 2015-2019
Description of project or work completed: Large Public Aerial Display Fireworks
Choreographed to music. 21 Minutes 1100 shells. 3"– 6"shells. 30,000+ Spectators

Company Name: City of Redondo Beach
Address: 415 Diamond Street, Redondo Beach CA 90277
Contact Person: Laurie Koike – Director Community Services
Business Phone: 310-318-0160 E-Mail: Laurie.Koike@redondo.org
Project Cost: Multiple Displays \$350,000 Start/Completion Date: 2009-Current
Description of project or work completed: Large public Aerial Display Fireworks
Outdoor Show. Choreographed to music. 21 Minutes 1180 shells. 3" – 8" shells.
2019 Contract \$75,000 20,000+ Spectators (2020 was COVID cancelled)

Company Name: City of Lancaster
Address: 44933 Fern Ave, Lancaster CA 93534
Contact Person: Jason Caudle – City Manager
Business Phone: 661-723-6010 E-Mail: jcaudle@cityoflancasterca.org
Project Cost: Aerial Display \$50,000 Project Start/Completion Date: Jul 3-7,2021-Current
Description of project or work completed: Public Aerial Display Fireworks Outdoor Show.
Choreographed to music. 30 Minutes 2048 shells. 3" – 6" shells.

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RESOLUTION NO. 22-5707

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA PUENTE, CALIFORNIA, ADOPTING FINDINGS TO DISPENSE WITH THE OPEN MARKET PROCEDURES AND APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY AND EXPOSHOWS INC. FOR A PYROTECHNIC DISPLAY FOR THE CITY'S FORTUNATO JIMENEZ INDEPENDENCE DAY CELEBRATION

WHEREAS, the City has adopted a purchasing system to establish efficient procedures for the purchase of equipment and professional services, to ensure that services are delivered at the lowest possible cost commensurate with the quality needed, and to assure the quality of purchases; and

WHEREAS, pursuant to Section 2.20.070, for those purchases having an estimated value of more than One Thousand (\$1,000.00), but less than twenty-five thousand dollars (\$25,000.00), firm quotes either received in writing or taken verbally but confirmed in writing, shall be obtained; and

WHEREAS, pursuant to Section 2.20.100 of the City's Municipal Code ("Code"), Agreements for professional services may be executed without observing the bidding procedures if the City Manager determines that informal or formal competitive process is unnecessary because a professional services provider is the best provider for a particular agreement based on some or all of these factors: demonstrated competence; qualifications for the types of services to be performed; experience; knowledge of the city due to a long- standing relationship; reasonableness of cost to perform work; or other similar relevant criteria; and

WHEREAS, the City holds its annual Fortunato Jimenez Independence Day Celebration on July 3rd of every year and as a part of this event, the City displays a free firework show for the community; and

WHEREAS, Exposhow Inc. is familiar with all aspects of the event including the timing, the security, the fire department regulations and the constraints of the limited shooting area; and

WHEREAS, given the services provided by Exposhow Inc., the City's purchasing officer has determined that they have demonstrated experience and competency and have a reasonable cost; and

WHEREAS, given their experience in providing pyrotechnic displays throughout California the City requested a quote from Exposhow Inc. and has determined that the company is capable of providing the City with pyrotechnic services that will meet the City's needs.

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

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

SECTION 2. That pursuant to the findings set forth in the recitals above, which are incorporated herein by reference, the competitive process is unnecessary due to Exposhow Inc. demonstrated experience and competency. Therefore it is in the City's best interest to enter into an agreement with Exposhow Inc. for a pyrotechnic display on July 3, 2022.

SECTION 3. That the City Council authorizes the City Manager to execute an agreement with Exposhow Inc. for a pyrotechnic display on July 3, 2022.

SECTION 4. The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

SECTION 5. That the City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

PASSED, APPROVED AND ADOPTED this 12th day of April, 2022, by the following vote:

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

Charlie Klinakis, Mayor

ATTEST:

Sheryl Garcia, City Clerk



City of La Puente AGENDA REPORT

To: Mayor and City Council For meeting of: April 12, 2022

From: Bob Lindsey, City Manager

By: John Di Mario, Development Services Director

SUBJECT: CONSIDERATION OF AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT WITH SIEMENS INDUSTRY INC. FOR TRAFFIC SIGNAL MAINTENANCE SERVICES

BACKGROUND

At the meeting of June 14, 2016, the City Council approved an agreement with Siemens Industry, Inc. ("Siemens") for traffic signal and maintenance for the 23 City controlled locations consisting of traffic signals, crosswalks, and radar speed signs within the City limits ("Agreement"). On November 13, 2018, the City Council approved Amendment No. 1 to the Agreement transferring and assigning all obligations and rights under the Agreement which previously designated Siemens Industry, Inc. as the responsible party, to Siemens Mobility, Inc. ("Siemens Mobility").

At the meeting of March 26, 2019, the City Council approved Amendment No. 2 to the Agreement which extended the term for one year and provided for an increase to the rate schedule of not greater than 3% based on the consumer price index ("CPI").

In July 2021, Siemens Mobility transferred the unit Intelligent Traffic Systems ("ITS Business") to Yunex LLC ("Yunex"). The ITS Business component of Siemens Mobility was carved out into a separately managed entity under the new brand name of Yunex Traffic. The transfer of Siemens Mobility's ITS Business to Yunex includes the transfer of all contracts, including the City's original contract with Siemens Industry, Inc. Given this transfer by Siemens Mobility to Yunex, it is necessary to amend the Agreement to reflect the proper contracting entity.

DISCUSSION

Provided as Attachment A is Amendment No. 3 to the Agreement which formally assigns all obligations and rights under the Agreement which previously designated Siemens Industry, Inc. (and then Siemens Mobility) as the responsible party to Yunex. Amendment No. 3 also extends the term of the Agreement to March 31, 2023 which will provide sufficient time for Staff to complete a request for proposals process for these services.

The local staffing has remained the same following the transfer to Yunex and the City continues to be well served with Yunex providing responsive and quality traffic signal maintenance services to the City.

FISCAL IMPACT

There is no fiscal impact associated with this Amendment. Gas Tax funds will continue to be used during the remaining term of the Agreement.

RECOMMENDATION

It is recommended that the City Council: (1) approve Amendment No. 3 to the professional services agreement with Siemens Industry, Inc.; and (2) authorize the City Manager to execute the amendment on behalf of the City.

ATTACHMENTS

Attachment “A”: Amendment No. 3 to Professional Services Agreement

**AMENDMENT NO. 3
TO THE PROFESSIONAL SERVICES AGREEMENT
WITH SIEMENS INDUSTRY INC.**

This Amendment No. 3 to the Professional Services Agreement (“Agreement”), is made and entered into this 12th day of April, 2022 (“Effective Date”) by and between the City of La Puente, a California municipal corporation (“City”), and Yunex LLC, a Delaware corporation (“Consultant”). The City and Consultant are hereinafter collectively referred to as the “Parties.”

RECITALS

WHEREAS, on or about June 1, 2016, the City and Consultant entered into the Agreement under which Siemens Industry, Inc agreed to provide traffic signal maintenance work throughout the City (a true and correct copy of the Professional Services Agreement with Siemens Industry Inc. is attached hereto as Exhibit “A” and incorporated by reference herein); and

WHEREAS, on or about November 13, 2018, the City and Siemens Industry, Inc entered into Amendment No. 1 to the Agreement transferring and assigning all obligations and rights under the Agreement which previously designated Siemens Industry, Inc. as the responsible party, to Siemens Mobility, Inc (a true and correct copy of which is attached hereto and incorporated by reference herein as Exhibit “C”); and

WHEREAS, on or about March 26, 2019, the City and Siemens Mobility, Inc entered into Amendment No. 2 to the Agreement to amend the Term, and Exhibit B – Rate Schedule of the Agreement (a true and correct copy of the Amendment No. 2 including its own Exhibit B – Rate Schedule is attached hereto and jointly incorporated by reference herein together as Exhibit “B”); and

WHEREAS, Siemens Mobility, Inc. has transferred the unit Intelligent Traffic Systems (“ITS Business”) to Yunex LLC effective July 1, 2021. Given this transfer by Siemens Mobility, Inc. to Yunex LLC, it is necessary to amend the Agreement to reflect the proper contracting entity; and

WHEREAS, the Agreement expired on May 31, 2020; and

WHEREAS, for the reasons set forth herein and to allow Consultant to continue providing traffic signal maintenance work to the City, the City and Consultant desire to enter into this Agreement identified herein as Amendment No. 3 to the Professional Services Agreement with Siemens Industry Inc., as set forth below.

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

Commencing with the Effective Date of this Agreement, Siemens Mobility Inc, is no longer a party to this Agreement. All obligations and rights under the Agreement which previously designated Siemens Industry, Inc. as the responsible party, shall to the extent permitted by law, be assigned to Yunex LLC.

Section 1. TERM Notwithstanding **Section 1 of the aforesaid Agreement attached hereto and incorporated herein as Exhibit “A”** this Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein and in the aforesaid agreement are completed, but in no event no later than March 31, 2023, unless sooner terminated pursuant to the provisions of the aforesaid Agreement.

Section 14. NOTICES of the Aforesaid Agreement is hereby amended to read as follows:

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given 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 the City:

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

With a copy to:

Victor Ponto, City Attorney
Olivarez, Madruga LLP
500 So. Grand 12th Floor
Los Angeles, CA 90071
Email: vponto@omlowlaw.com

If to Consultant:

Yunex LLC
Attn: Anchal Bansal
9225 Bee Cave Road
Building B, Suite 201
Austin, Texas 78733, USA
Phone: 1 770-598-4705
Email: anchal.bansal@yunextraffic.com

Signatures on next page

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

CITY OF LA PUENTE

CONSULTANT

Yunex LLC

By: _____
Bob Lindsey, City Manager

By: _____
Mike Hutchens, Operations Manager
Name/Title

Attest:

By: _____
Anchal Bansal, Portfolio Unit Controller
Name/Title

By: _____
Sheryl Garcia, City Clerk

APPROVED AS TO FORM

By: _____
Victor Ponto, City Attorney

CITY OF LA PUENTE
PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of June 1, 2016 ("Effective Date"), between the City of La Puente, a municipal corporation ("City") and Siemens Industry, Inc., a Delaware corporation ("Consultant"). The City and Consultant are hereinafter collectively referred to as the "Parties".

RECITALS

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

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

1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than May 31, 2019, unless sooner terminated pursuant to the provisions of this Agreement. The City may extend the Agreement at its option, for two one-year terms.

2. SERVICES

(a) Consultant shall perform the tasks ("Services") described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. ("Scope of Services"). Tasks other than those specifically described in the Scope of Services shall not be performed without prior written approval of the City. The Services shall be performed by Consultant, unless prior written approval is first obtained from the City. In the event of conflict or inconsistency between the terms of this Agreement and Exhibit A, the terms of this Agreement shall prevail.

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

(c) Consultant shall perform all Services in a manner reasonably satisfactory to the City and in a first-class manner in conformance with the standards of quality normally observed by an entity providing traffic signal maintenance, serving a municipal agency.

(d) Consultant shall comply with all applicable federal, state, and local laws, regulations and ordinances in the performance of this Agreement, including but not limited to, the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*). During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working on the Effective Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute or law; and (ii) City has not consented in writing to Consultant's performance of such work. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.* Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If

Consultant was an employee, agent, appointee, or official of the City in the previous twelve (12) months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090 *et. seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for Services performed pursuant to this Agreement, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

(e) Consultant represents that it has, or will secure at its own expense, all licensed personnel required to perform the Services. All Services shall be performed by Consultant or under its supervision, and all personnel engaged in the Services shall be qualified and licensed to perform such services.

3. MANAGEMENT

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

4. PAYMENT

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B ("Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon the monthly routine maintenance services provided. This amount shall not exceed eighteen thousand, nine hundred and forty-eight dollars (\$18,948.00) per year for annual routine maintenance for the total Term of the Agreement unless additional payment is approved as provided in this Agreement. Unscheduled or emergency maintenance will be paid at the rates provided in Part III of Exhibit B.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City and Consultant at the time City's written authorization is given to Consultant for the performance of said services.

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

5. SUSPENSION OR TERMINATION OF AGREEMENT

(a) The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant shall submit an invoice to the City pursuant to Section 5 of this Agreement.

6. OWNERSHIP OF DOCUMENTS

(a) Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to review such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts or copies therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files, Consultant shall make available to the City, at the Consultant's office, and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. Consultant hereby grants to City all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by Consultant in the course of providing the services under this Agreement. All reports, documents, or other written material developed by Consultant in the performance of the Services pursuant to this Agreement, shall be and remain the property of the City.

7. INDEMNIFICATION

(a) Indemnity for professional liability

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

(b) Indemnity for other than professional liability

Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert

witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or agency for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

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

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

8. INSURANCE

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

9. INDEPENDENT CONSULTANT

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

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

10. LEGAL RESPONSIBILITIES

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

11. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the City in connection with the award, terms or implementation of this

Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City has or will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

12. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

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

13. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

14. NOTICES

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

If to City:

David Carmany, City Manager
City of La Puente
15900 E. Main Street
La Puente, CA 91744
Email: dcarmany@lapuente.org
Tel: (626) 855-1501
Fax: (626) 961-4626

With a copy to:

James M. Casso, City Attorney
Casso & Sparks, LLP
13200 Crossroads Parkway North, Suite 345
City of Industry, CA 91746
Email: jcasso@cassosparks.com
Tel: (626) 269-2980

If to Contractor:

Michael Hutchens
Area Operations Manager
Siemens Industry, Inc.
2200 West Oranewood Avenue, Suite 210
Orange CA 92868
E-mail: Michael.hutchens@siemens.com
714.456.9902

15. ASSIGNMENT

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

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

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

16. GOVERNING LAW/ATTORNEYS' FEES

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

23. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

"CITY"

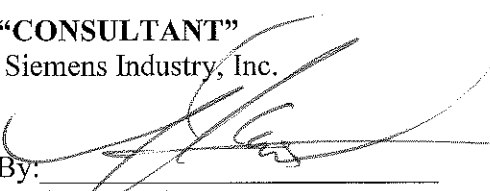
City of La Puente

By: 

David Carmany, City Manager

"CONSULTANT"

Siemens Industry, Inc.

By: 

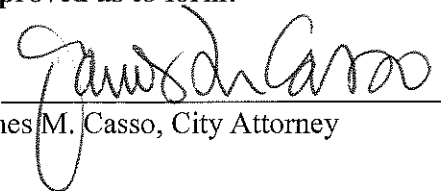
Michael Hutchens,
Area Operations Manager

Attest:

By: 

Sheryl Garcia, Chief Deputy 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

17. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the Parties relating to the obligations of the Parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written and pertaining to the subject of this Agreement or with respect to the terms and conditions of this Agreement, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

18. SEVERABILITY

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

19. COUNTERPARTS

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

20. CAPTIONS

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

21. WAIVER

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

22. REMEDIES

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

EXHIBIT A

SCOPE OF SERVICES

1.1 DETAIL OF WORK

1.1.1 TRAFFIC SIGNAL MAINTENANCE

The work to be performed consists of regular and emergency maintenance of traffic signals equipment and systems including: signal poles, signal heads, inductive loops, pedestrian signal devices, traffic safety lighting, interconnect facilities, emergency pre-emption equipment, controllers, flashing beacons at crosswalks, radar speed signs and operations systems at various locations throughout the City.

1.1.1.1 QUALIFIED PERSONNEL

All traffic signal maintenance shall be performed by qualified and trained Traffic Signal Technicians and supervised by qualified supervisors. Traffic Signal Technicians shall have a minimum of three (3) years of experience maintaining National Electrical Manufacturers Association (NEMA) Standard traffic signals. Supervisors shall have a minimum of five (5) years of experience maintaining NEMA standard traffic signals and two (2) years of experience supervising and scheduling traffic signal maintenance operations. IMSA Level II or III certification is required for field technicians. Experience shall include use of typical tools and working experience on Type 170E Controllers and LACO software, other NEMA equipment, and video detection equipment currently in use by the City.

Consultant shall employ a minimum of two (2) qualified Traffic Signal Technicians assigned to work within the City and capable of meeting the response time requirements specified in these Technical Specifications. One of the Traffic Signal Technicians shall be assigned as the primary technician and is subject to City approval. This technician shall not be changed without prior notification to the City.

1.1.1.2 TRAFFIC SIGNAL MAINTENANCE SITES

For locations of traffic signal maintenance sites see the **Traffic Signal Location List**.

1.1.1.3 TRAFFIC SIGNAL MAINTENANCE RESPONSIBILITIES

For a summary of specific maintenance responsibilities by site, see the **Task Lists I and II**.

1.1.1.4 QUALITY ASSURANCE/QUALITY CONTROL

To assure that all maintenance work is being performed with a high standard of care, the Development Services Director or designee will perform regular inspections of all maintenance sites. After each inspection, the Development Services Director or designee may issue a Maintenance Inspection Report ("MIR") to the Consultant if any deficiencies are found. The MIR, which may be delivered via email or telephone, will clearly indicate any deficiencies in the Consultant's maintenance work. The Development Services Director or designee will inform the Consultant by telephone of urgent deficiencies for immediate attention and/or correction.

1.1.1.5 SITE CHANGES

The City reserves the right to add, delete or change sites under this contract and may do so upon giving written notification to the Consultant. If these changes cause an increase

or a reduction in the maintenance costs of this contract, said costs shall be readjusted and incorporated into this contract.

1.1.1.6 MAINTENANCE SCHEDULE

Establishment of Schedule

Prior to performing any work under this Agreement, Consultant shall submit a Maintenance Schedule to the Development Services Director. The schedule shall identify the sites to be maintained each month, and Scheduled Traffic Signal Maintenance to be performed. The schedule shall provide for maintaining all sites.

Missed Sites

The City may randomly inspect sites on the month of or the month following the Scheduled Traffic Signal Maintenance. If any site is not maintained or is poorly maintained, as determined by the City, in its sole and absolute discretion, the Development Services Director or designee will notify the Consultant of such deficiency. If Consultant fails to correct the deficiency and advise the Development Services Director or designee of the correction, the City may withhold partial or full payment for that site when the monthly invoice is received.

Meeting the Schedule

In the event the Consultant is prevented from completing the maintenance as provided in the schedule because of service equipment breakdown or reasons other than inclement weather, the Consultant shall be required to provide replacement service equipment and resume the schedule within 24 hours. Consultant shall notify the City's Development Services Director or designee of the revised schedule on or before the day that the schedule is interrupted.

1.1.1.7 MONTHLY REPORT

Consultant shall provide to the Development Services Director an electronic copy (pdf) of the inspection check list for each traffic signal location along with the monthly invoice.

1.1.1.8 MEETINGS

The Consultant's superintendent shall meet with the City's Development Services Director or designee when requested during contract to discuss the quality of work, areas that may require special attention to maintain and to be advised of complaints received by the City about maintenance. These meetings may be done via telephone, in person or email correspondence, at the discretion of the Development Services Director.

1.1.1.9 MAINTENANCE RESPONSE

Consultant Responsibility

The Consultant shall furnish all personnel, vehicles, labor, equipment, and materials required to perform traffic signal maintenance. "Traffic Signals" shall include, but are not limited to, all electrical traffic control devices, flashers, beacons, traffic safety lighting, radar speed signs, fire station signals, pedestrian crossing signals, traffic signals, battery backup systems, cameras, and Ethernet communications, signal interconnect, signal wiring, signal components, emergency fire pre-empt and all forms of detection as presently existing and as may be changed in the future.

On-Hand Inventory

Consultant shall maintain an inventory of all signal equipment used by the City. Hardware components in Consultant's inventory may include, but are not limited to, signal and pedestrian heads, pedestrian buttons (frame, hardware and signs), signal controller components, L.E.D. traffic signal lamp modules, battery backup system, conflict monitors, audible pedestrian signals. Actual quantities for specific materials in the On-hand Inventory shall be documented for City review prior to the start of work. No compensation shall be paid for materials in On-hand Inventory prior to installation. City will not provide storage for "on-hand" inventory

All replacement parts shall be in-kind and no substitutions shall be made without approval by the City. Substitute replacement parts not incorporating the same features and operational characteristics as the part being replaced (LCD Safety monitors must be replaced with LCD monitors) will not be approved.

Utility Costs

Electrical power for all the signals, flashers, and beacons located within the boundaries of La Puente shall be paid by the City.

Work Orders

Requests for unscheduled signal maintenance not generally included in Scheduled Traffic Signal Maintenance are made via a Work Order ("WO"). WO's are originated by City staff during normal City business hours in response to observed or reported maintenance deficiencies. While initial contact with the Consultant may be directly by phone, this will always be followed up with a written WO. Delivery of WO's may be via fax, US mail, e-mail, telephone or courier and will be made directly to Consultant's designated contact.

Requests for service after working hours, on weekends, and on holidays will be forwarded from the City's Emergency On-Call representative to the Consultant by phone. A WO will be generated on the next regular business day.

1.1.1.10 MAINTENANCE TASKS

Scheduled Traffic Signal Maintenance Scheduled Traffic Signal Maintenance activities shall be as described in Task Lists I (Monthly) and II (Semi-Annual).

Maintenance shall be performed by the Consultant on a proactive basis to ensure that all traffic signal systems and equipment operate safely and continuously in good working order. The tasks outlined below represent the City's minimum requirements for Scheduled Traffic Signal Maintenance. The Contractor shall perform these minimum tasks and any additional tasks necessary to comply with the intent of this section. Maintenance shall be performed on all maintenance sites listed in the Traffic Signal Location List contained in the RFP Appendices. Consultant shall perform tasks including, but not limited to, the following:

1. **Monthly Site Inspections.** The Consultant shall inspect each designated maintenance site on a Monthly basis (see Task List I). During a Site Inspection, the Consultant's inspection shall include, but is not limited to the following:
 - a. General Operations and Coordination;
 - b. Proper frame and hardware alignment (inspect for damaged, missing, loose connections, frame and mounting hardware is properly attached and tightened);
 - c. Proper signal/pedestrian head alignment;

- d. Proper operation and function of all signal lamps;
- e. Proper operation and function of all pedestrian signal components (i.e. push buttons, signal heads and audible tones);
- f. Overhead safety lighting (report to City for Work Order generation);
- g. Graffiti visible on any signal components, signs and cabinets (Report to City for correction by Graffiti Removal Contractor);
- h. Damage to traffic signal components; Check service controller/cabinet for proper wiring and electrical connections. Inspect, test conflict monitor devices, load switches, relays, and controllers in traffic control cabinets; battery backup system (batteries must meet proper amperage and provide continuous operation of the signal system at full operation and flashing mode as specified by city);
- i. Check all latches on all cabinets and secure locks as required. City will designate type of security and locations required to secure all Cabinets;
- j. Perform visual check of controller for damage or corrosion at connections.
- k. Replace filters as necessary
- l. Crosswalk locations and radar speed signs shall be inspected monthly for proper operation and maintenance.
- 1. See Task List I.

2. Routine Semi-Annual Maintenance. The Consultant shall perform routine maintenance at all maintenance sites on a semi-annual basis (see Task List II).

Routine maintenance shall include, but is not limited to, the following:

- a. Test Conflict Monitor/Malfunction Management Unit (CERTIFICATION REQUIRED ANNUALLY);
- b. Test system controller operation, electrical, signal timing calls, pedestrian/bicycle calls, Opticom pre-emption units where installed;
- c. Check and Test inductive loop detection and adjust as specified;
- d. Inspect all poles, signal heads, mounting hardware, back plates;
- e. Install and replaces field wires. Check all terminals to ensure proper connections and tightness.
- f. Clean all signal faces.
- k. Vacuum Controller cabinet and replace filters as necessary

Unscheduled Traffic Signal Maintenance (Non- Emergency)

Unscheduled Traffic Signal Maintenance includes tasks not specifically included in Scheduled Traffic Signal Maintenance that are not considered emergency in nature and are performed as requested by the City to ensure that all traffic signal systems and equipment operate safely and continuously in good working order. The Consultant shall perform Unscheduled Traffic Signal Maintenance tasks on all maintenance sites listed in the Traffic Signal Location List or as directed by the Development Services Director.

Common Unscheduled Traffic Signal Maintenance tasks include, but are not limited to the following:

- 1. Modification of various signal components;
- 2. Detector Loop Replacement due to pavement failure, utility work or other impact. Maintenance records indicate that the City replaces approximately 30

- detector loops each year. In addition to the basic steps, Detector Loop Replacement shall include the following:
- a. Layout and installation of loop and home run;
 - b. Replacement of conduit if necessary;
 - c. Testing on loop for conductivity and integrity;
 - d. Reconnection to amplifier and testing for proper sensitivity.
3. Other traffic signal problems not considered an emergency;
 4. Intelligent Transportation System (I.T.S Architecture: CCTV Components located in signal controller cabinets and cameras mounted on signal poles which require cleaning, alignment, replacement and adjustment);
 5. Signal Timing Revisions/Adjustments;
 6. Review of construction documents for new traffic signal installations;
 7. Assist in inspection of signal construction work performed by others contractors;
 8. Other tasks as requested within the expertise of the Consultant.

Emergency Traffic Signal Maintenance

Emergency Traffic Signal Maintenance includes unforeseen maintenance related tasks that must be performed on short notice due to potential impacts on public safety and convenience. Emergency Traffic Signal Maintenance may be initiated by the City or the Consultant, if an emergency condition is observed in the field. The Consultant shall perform Emergency Traffic Signal Maintenance on all maintenance sites listed in the Traffic Signal Location List or as directed by the Development Services Director.

Common Emergency Traffic Signal Maintenance tasks include, but are not limited to the following:

1. Emergency Generator runs required by knockdowns or utility power outages. In addition to the basic steps, Emergency Generator Runs shall include:
 - a. Determination of localized power failure;
 - b. Reporting of loss of power to the responsible electrical entity;
 - c. Temporary service disconnect of affected traffic signal equipment;
 - d. Restoring intersection operation on Consultant supplied generator power until resumption of electrical service;
 - e. Electrical services reconnect to affected traffic signal equipment.
2. Type 170E - Signal Controller Replacement due to failure of unit. In addition to the basic steps, Type 170E Signal Controller Replacement shall include:
 - a. Emergency operation of the intersection during controller replacement;
 - b. Installation of replacement traffic signal controller;
 - c. Input of timing corresponding to appropriate timing sheet;
 - d. Connection and testing of all repaired field color, detection, preemption, and interconnect wiring as necessary;

3. Signal Cabinet & Controller Replacement due to vehicle accident, fallen tree or other unforeseen event. In addition to the basic steps, Signal Cabinet & Controller Replacement shall include:
 - a. Emergency operation of the intersection during collision aftermath;
 - b. Removal and disposal of damaged signal equipment and collision debris;
 - c. Repair of damaged intersection field wiring and cabinet mounting hardware as necessary;
 - d. Installation of replacement traffic signal control cabinet and control equipment;
 - e. Input of timing corresponding to appropriate timing sheet;
 - f. Connection and testing of all repaired field color, detection, preemption, and interconnect wiring as necessary;
 - g. Field certification of conflict monitor.
4. Service Pedestal Replacement due to vehicle accident, fallen tree or other unforeseen event. In addition to the basic steps, Service Pedestal Replacement shall include the following:
 - a. Emergency operation of the intersection during collision aftermath;
 - b. Removal and disposal of damaged signal equipment and collision debris;
 - c. Repair of damaged electrical wiring and pedestal mounting hardware as necessary;
 - d. Installation of replacement service pedestal;
 - e. Connection and testing of all repaired electrical wiring;
 - f. Coordination with utility company for restoration of power as needed.
5. Signal Lamp Replacement. Consultant shall replace failed LED Module (any color). In addition to the basic steps, Signal Lamp Replacement shall include:
 - a. Removal and replacement of LED module;
 - b. Verification of warranty balance on failed LED module;
6. Signal Head Replacement. Consultant shall replace signal head (3-section, 4-section, pedestrian, etc.) damaged due to vehicle accident, fallen tree or debris or other event. In addition to the basic steps, Signal Head Replacement shall include:
 - a. Determination of nature and extent of damage
 - b. Removal and disposal of damaged signal equipment and collision debris;
 - c. Installation of new signal head and mounting hardware as necessary;
 - d. Connection and testing of new equipment;
7. Conduit Repair. Repair/replacement of cut or damaged conduit. In addition to the basic steps, Conduit Repair shall include:
 - a. Excavation and replacement of damaged section of conduit;
 - b. Splicing or re-pulling conductor as appropriate;
 - c. Connection and testing of system for proper operation.
8. Pedestrian Signal or Button (any problem);
9. Signal Knocked Down or Damaged (e.g. Vehicle Accident);

10. Operational Problem (i.e., on 4-Way flash, simultaneous/conflicting colors, no detection or incorrect timing);
11. Traffic Signal Head Misaligned or Damaged;
12. Other safety related maintenance tasks requiring immediate response as directed by the Traffic and Signal Operations Supervisor.

The Consultant shall provide emergency response 24 hours per day, seven days per week, including holidays.

TASK LIST I**MONTHLY PREVENTIVE MAINTENANCE PROCEDURES**

All routine maintenance and inspections should include but not be limited to the following:

TWO MONTH PREVENTIVE MAINTENANCE ROUTINE

A	Appearance	Visually inspect controller cabinet and electrical service for any apparent damage.
	Door fit/Gasket	Check door function and gasket condition.
	Condition of Locks	Check lock operation on cabinet door, electrical service and police panel.
	Fan/Thermostat Ops	Check fan operation, check thermostat setting.
	Cabinet Light/Switch	Check function of cabinet light - front and back (if applicable) door switch operation.
	Air Filter Condition	Check air filter. Change if dirty.
B	Controller Condition	LEDs all functional? Display functional? Etc.
	Timing	Check to insure that the timing in the controller matches records.
C	BBS Operating Properly	Check that system works when main power is removed.
	Battery Condition	Note visual condition. Check voltage, test battery condition.
D	Detectors Functioning	Check detector operations - Replace bad units.
	Flashers	Check flasher output at T2.
	Load Switch Operations	Observe load switch operations.
E	Indications Functioning	Check all LED modules to assess condition and functionality - Replace defective units.
	Light Output	Appearance and brightness of LED modules is good.
	PV Head Condition	Appearance and brightness of PV heads is good.
F	Peds Aimed Correctly	All indications clearly visible from pedestrian starting point.
	Light Output - Hand/man	Bright and easily visible - identify dim units for future replacement.
G	PPB Placing Calls	Check functionality of all ped push buttons - Replace bad buttons.
	Condition	Check for sticking, vandalism, etc.

TASK LIST II

ANNUAL / SEMI-ANNUAL PREVENTIVE MAINTENANCE PROCEDURES

All annual or semi-annual routine maintenance and inspections should include but not be limited to the following:

SEMI-ANNUAL PREVENTIVE MAINTENANCE ROUTINE

J	Pavement - appearance / condition	Visually inspect pavement around loops for exposed wires, etc.
	Loops - appearance / condition	Inspect loop if visible for general condition - Inform City of needed crack sealing around loops.
	Detectors - appearance / condition	Check detector amplifiers and change if necessary
	Fan / Thermostat Operation	Verify that fan is functioning - set proper fan temperature 95 deg..
K	Controller information	Verify and enter controller type and serial #
	Necessary documentation present	Verify that all appropriate documentation is present in cabinet
	GFI receptacle functions properly	Check operation of ground fault receptacle
	Voltage levels (Source, DC, etc.)	Check and record AC voltage, DC voltage, and AC ripple.
	Clean cabinets	Clean and vacuum controller cabinet and components - Place BBS in Bypass while using vacuum cleaner, DON'T Forget to put BBS back to normal.
L	Conflict Monitor/MMU	Verify proper operation, enter Model # & Serial #
M	Condition of grounding system	Check ground rod clamp and wire.
	Pull box condition - box lid condition	Locate, clear and clean all pull boxes, back to the advanced loop pull box
	Condition of hand hole covers	Check hand hole covers - secure and install as needed.
	Test EV preemption operation	Check EV operation.
N	Signal head visibility / aiming	Is head readily visible - properly aimed. Trim trees, bushes within 4 ft of signal displays for needed visibility. Report any overhanging trees that block view of signal displays.
	Pedestrian head visibility / aiming	Is Ped head readily visible - properly aimed.
	Safety lighting / condition	Is all safety lighting functioning properly?
	Vicinity street lighting Connect to Service	Are all the street lights in the vicinity functioning properly?

SERVICE LOCATION TABLE

	CITY MAINTAINED INTERSECTIONS		
1	Amar Rd & De Valle Ave	Traffic Signal	
2	Amar Rd & Hacienda Ave	Traffic Signal	
3	Amar Rd & Elliot Ave	Traffic Signal	
4	Amar Rd & Ardilla Ave	Traffic Signal	
5	Glendora Ave & Hill St	Traffic Signal	
6	Glendora Ave & Hacienda Blvd	Traffic Signal	
7	Temple Ave & Del Valle Ave	Traffic Signal	
8	Temple Ave & Stimson Ave	Traffic Signal	
9	Temple Ave & Glendora Ave	Traffic Signal	
10	Temple Ave & Hacienda Blvd	Traffic Signal	
11	Temple Ave & Orange Ave	Traffic Signal	
12	Temple Ave & Sunkist Ave	Traffic Signal	
13	Temple Ave & Willow Ave	Traffic Signal	
14	Temple Ave & Ardilla Ave	Traffic Signal	
15	Valley Blvd & Wickford Ave	Traffic Signal	
16	Valley Blvd & Ferrero Ln	Traffic Signal	
17	Valley Blvd & Old Valley Blvd	Traffic	

		Signal	
18	Glendora Ave& Las Vecinas Dr.	Crosswalk	
19	Glendora Ave & Sierra Vista Ct	Crosswalk	
20	Hacienda Blvd & Prichard St	Crosswalk	
21	Hacienda Blvd & Nelson Ave	Crosswalk	
22	Glendora Ave & Nelson Ave	Crosswalk	
21	600 Block and 800 Block Del Valle Ave	Radar Speed Sign	
22	300 Block and 500 Block N. California Ave	Radar Speed Sign	
23	14700 Block and 15000 Block Nelson Ave	Radar Speed Sign	

EXHIBIT B

RATE SCHEDULE

SCHEDULE OF VALUES

Compensation from contract approval through June 30, 2017 - Compensation during this contract term shall be in accordance with the contract unit prices shown in the Bid Form.

July 1, 2017 - June 30, 2018 - Compensation during this contract term shall be as follows: The unit prices from the prior contract term shall be increased in proportion to the increase in Consumer Price Index (CPI) for the Los Angeles area over the preceding 12 months, but said increase in unit prices shall not be greater than 3%.

July 1, 2018 - June 30, 2019 - Compensation during this contract term shall be as follows: The unit prices from the prior contract term shall be increased in proportion to the increase in Consumer Price Index (CPI) for the Los Angeles area over the preceding 12 months, but said increase in compensation shall not be greater than 3%.

The Estimated Quantities are given to provide Proposers with an indication of the potential order of magnitude and scope of work for a one year period. The actual amount of work done under this contract may differ considerably from the quantities shown. The City reserves the right to increase or decrease the amount of any item of work or to omit items of work without adjusting the unit prices therefore.

PART I - SCHEDULED MONTHLY TRAFFIC SIGNAL MAINTENANCE

Fixture Type	Quantity 'A'		Monthly Cost		Total Annual Cost
1. Traffic Signal Locations	17	\$68.00	\$ 1,156.00	x 12=	\$ 13,872.00
2. Crosswalk Beacons	5	\$35.00	\$ 175.00	x 12=	\$ 2,100.00
3. Radar Speed Signs	6	\$30.00	\$ 180.00	x 12=	\$ 2,160.00

(*) per location

PART II - SCHEDULED SEMI-ANNUAL TRAFFIC SIGNAL MAINTENANCE

Fixture Type	Quantity 'A'	Rate per Service(*)	Semi-Annual Cost		Total Annual Cost
1. Traffic Signal Locations	17	\$ 24.00	\$ 408.00	x 2=	\$ 816.00

TOTAL ANNUAL ROUTINE MAINTENANCE COSTS \$ 18,948.00

PART III - RATES FOR UNSCHEDULED/EMERGENCY MAINTENANCE WORK

The following Hourly Rates and Equipment Rates shall apply to work not covered under the unit prices included in the Schedule of Values. Hourly Rates and Equipment Rates shall include all costs to supply the necessary labor and equipment including, but not limited to, overhead and profit.

Service Equipment		Hourly Rate
1.	Service Truck	\$25.00
2.	Service Truck with arrow board	\$25.00
3.	Arrow Board	\$10.00
4.	Dump Truck	\$25.00
5.	Air Compressor	\$10.00
6.	Bucket Truck	\$30.00
7.	Boom Truck (Crane)	\$55.00
8.	Concrete Saw	\$5.00
9.	OTHER (Describe: <u>Changeable Message Sign</u>)	\$10.00
10.	OTHER (Describe: <u>Not Applicable</u>)	\$0.00

Personnel		Regular Hourly Rate	Overtime Hourly Rate
11.	Field Technician Supervisor	\$105.00	\$105.00
12.	Electrical Technician	\$110.00	\$145.00
13.	Field Technician	\$98.00	\$125.00
14.	Laborer	\$72.00	\$95.00
15.	Crane Operator	\$110.00	\$145.00
16.	Bench Technician	\$98.00	\$125.00
16.	OTHER (Describe: <u>Engineering Technician</u>)	\$110.00	\$145.00
17.	OTHER (Describe: <u>Fiber/Comm Technician</u>)	\$98.00	\$125.00

Maintenance. Contractor shall be allowed actual cost plus a 15% mark up for materials not provided for in Scheduled Maintenance

COMMON UNSCHEDULED WORK ITEMS

The following items are common tasks but will be requested on an "as-needed" basis only. The prices quoted shall apply to work not covered under the unit prices included in the Schedule of Values.

COMMON UNSCHEDULED ITEM	UNIT	PRICE
U1. Detector Loop Replacement [1 - 4 Loops]	EA	\$ 585.00
U2. Detector Loop Replacement [5 - 8 Loops]	EA	\$ 425.00
U3. Detector Loop Replacement [9 - 12 Loops]	EA	\$ 400.00
U4. Detector Loop Replacement [> 12 Loops]	EA	\$ 400.00
U5. Shop Repair and Calibration of Controller	EA	\$ 250.00
U6. Shop Repair and Calibration of Malfunction Mgmt. Unit	EA	\$ 200.00
U7. Shop Repair and Calibration of Conflict Mgmt. Unit	EA	\$ 200.00
U8. LED Bulb Replacement (All Colors)	EA	\$ 75.00
U9. Paint Signal Head Backing Plate	EA	\$ 45.00
U10. Emergency Call-out minimum charge	EA	\$ 1.00

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**AMENDMENT NO. 2
TO THE PROFESSIONAL SERVICES AGREEMENT
WITH SIEMENS MOBILITY, INC.**

This Amendment No. 2 to the Professional Services Agreement ("Agreement"), is made and entered into this 26th day of March, 2019 ("Effective Date") by and between the City of La Puente, a California municipal corporation ("City"), and Siemens Mobility, Inc., a Delaware corporation ("Consultant"). The City and Consultant are hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS, on or about June 1, 2016, the City and Consultant entered into the Agreement under which Consultant agreed to provide traffic signal maintenance work throughout the City; and

WHEREAS, on or about November 13, 2018, the City and Consultant entered into Amendment No. 1 to the Agreement transferring and assigning all obligations and rights under the Agreement which previously designated Siemens Industry, Inc. as the responsible party, to Siemens Mobility, Inc.; and

WHEREAS, the Agreement expires on May 31, 2019; and

WHEREAS, to allow Consultant to continue providing traffic signal maintenance work to the City, the City and Consultant desire to extend the term of the Agreement, and increase the total compensation set forth in the Agreement by three percent (3%); and

WHEREAS, for the reasons set forth herein, the Parties desire to enter into this Amendment No. 2, and have agreed to amend Section 1 (Term) and Exhibit B – Rate Schedule 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 A, 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 tasks are described herein are completed, but in no event later than May 31, 2020, unless sooner terminated pursuant to the provisions of this Agreement.

Exhibit B - Rate Schedule

Exhibit B ("Rate Schedule") is hereby rescinded in its entirety, and replaced with the new Exhibit B attached hereto.

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

CITY OF LA PUENTE

By: _____

Bob Lindsey, City Manager

CONSULTANT

Siemens Mobility, Inc.

By: _____

Name/Title Michael Hutchens, Operations Manager

Attest:

By: _____

Sheryl Garcia, City Clerk

APPROVED AS TO FORM

By: _____

James M. Casso, City Attorney

EXHIBIT B

RATE SCHEDULE

PART I – SCHEDULED MONTHLY TRAFFIC SIGNAL MAINTENANCE

Fixture Type	Quantity	Per Intersection Rate	Monthly Cost	Total Annual Cost
Traffic Signal Locations	17	\$70.10	\$1,191.70	\$14,300.40
Crosswalk Beacons	5	\$36.08	\$180.40	\$2,164.80
Bucket Truck	6	\$30.93	\$185.58	\$2,226.96

(*) per location

PART II – SCHEDULED SEMI-ANNUAL TRAFFIC SIGNAL MAINTENANCE

<i>Fixture Type</i>	<i>Quantity 'A'</i>	<i>Rate Per Service (*)</i>	<i>Semi-Annual Cost</i>	<i>Total Annual Cost</i>
Traffic Signal Locations	17	\$24.74	\$ 420.58	\$ 841.16
Total				\$ 19,533.32

PART III – RATES FOR UNSCHEDULED/EMERGENCY MAINTENANCE WORK

Service Equipment	Hourly Rate
Service Truck	\$25.77
Service Truck with arrow board	\$25.77
Arrow Board	\$10.31
Dump Truck	\$25.77
Air Compressor	\$10.31
Bucket Truck	\$30.93
Boom Truck (Crane)	\$56.70
Concrete Saw	\$5.15
OTHER: (Describe: Changeable Message Sign	\$10.31

Personnel	Regular Hourly Rate	Overtime Hourly Rate
Field Technician Supervisor	\$108.25	\$108.25
Electrical Technician	\$113.40	\$149.48
Field Technician	\$101.03	\$128.87
Laborer	\$74.23	\$97.94
Crane Operator	\$113.40	\$149.48
Bench Technician	\$101.03	\$128.87
OTHER (Describe: Engineering Technician)	\$113.40	\$149.48
OTHER: (Describe: Fiber/Comm Technician)	\$101.03	\$128.87

Maintenance: Contractor shall be allowed actual cost plus a 15% mark up for materials not provided for in Scheduled Maintenance

CITY OF LA PUENTE
PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of June 1, 2016 ("Effective Date"), between the City of La Puente, a municipal corporation ("City") and Siemens Industry, Inc., a Delaware corporation ("Consultant"). The City and Consultant are hereinafter collectively referred to as the "Parties".

RECITALS

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

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

1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than May 31, 2019, unless sooner terminated pursuant to the provisions of this Agreement. The City may extend the Agreement at its option, for two one-year terms.

2. SERVICES

(a) Consultant shall perform the tasks ("Services") described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. ("Scope of Services"). Tasks other than those specifically described in the Scope of Services shall not be performed without prior written approval of the City. The Services shall be performed by Consultant, unless prior written approval is first obtained from the City. In the event of conflict or inconsistency between the terms of this Agreement and Exhibit A, the terms of this Agreement shall prevail.

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

(c) Consultant shall perform all Services in a manner reasonably satisfactory to the City and in a first-class manner in conformance with the standards of quality normally observed by an entity providing traffic signal maintenance, serving a municipal agency.

(d) Consultant shall comply with all applicable federal, state, and local laws, regulations and ordinances in the performance of this Agreement, including but not limited to, the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*). During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working on the Effective Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute or law; and (ii) City has not consented in writing to Consultant's performance of such work. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.* Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If

Consultant was an employee, agent, appointee, or official of the City in the previous twelve (12) months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090 *et. seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for Services performed pursuant to this Agreement, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

(e) Consultant represents that it has, or will secure at its own expense, all licensed personnel required to perform the Services. All Services shall be performed by Consultant or under its supervision, and all personnel engaged in the Services shall be qualified and licensed to perform such services.

3. MANAGEMENT

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

4. PAYMENT

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B ("Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon the monthly routine maintenance services provided. This amount shall not exceed eighteen thousand, nine hundred and forty-eight dollars (\$18,948.00) per year for annual routine maintenance for the total Term of the Agreement unless additional payment is approved as provided in this Agreement. Unscheduled or emergency maintenance will be paid at the rates provided in Part III of Exhibit B.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City and Consultant at the time City's written authorization is given to Consultant for the performance of said services.

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

5. SUSPENSION OR TERMINATION OF AGREEMENT

(a) The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant shall submit an invoice to the City pursuant to Section 5 of this Agreement.

6. OWNERSHIP OF DOCUMENTS

(a) Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to review such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts or copies therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files, Consultant shall make available to the City, at the Consultant's office, and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. Consultant hereby grants to City all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by Consultant in the course of providing the services under this Agreement. All reports, documents, or other written material developed by Consultant in the performance of the Services pursuant to this Agreement, shall be and remain the property of the City.

7. INDEMNIFICATION

(a) Indemnity for professional liability

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

(b) Indemnity for other than professional liability

Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert

witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or agency for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

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

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

8. INSURANCE

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

9. INDEPENDENT CONSULTANT

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

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

10. LEGAL RESPONSIBILITIES

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

11. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the City in connection with the award, terms or implementation of this

Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City has or will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

12. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

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

13. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

14. NOTICES

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

If to City:

David Carmany, City Manager
City of La Puente
15900 E. Main Street
La Puente, CA 91744
Email: dcarmany@lapuente.org
Tel: (626) 855-1501
Fax: (626) 961-4626

With a copy to:

James M. Casso, City Attorney
Casso & Sparks, LLP
13200 Crossroads Parkway North, Suite 345
City of Industry, CA 91746
Email: jcasso@cassosparks.com
Tel: (626) 269-2980

If to Contractor:

Michael Hutchens
Area Operations Manager
Siemens Industry, Inc.
2200 West Oranewood Avenue, Suite 210
Orange CA 92868
E-mail: Michael.hutchens@siemens.com
714.456.9902

15. ASSIGNMENT

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

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

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

16. GOVERNING LAW/ATTORNEYS' FEES

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

23. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

"CITY"

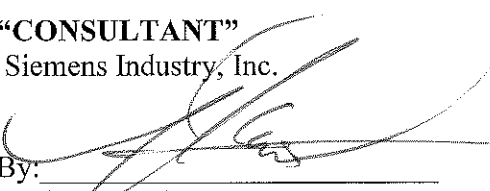
City of La Puente

By: 

David Carmany, City Manager

"CONSULTANT"

Siemens Industry, Inc.

By: 

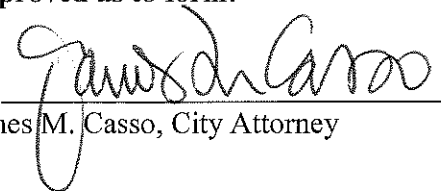
Michael Hutchens,
Area Operations Manager

Attest:

By: 

Sheryl Garcia, Chief Deputy 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

17. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the Parties relating to the obligations of the Parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written and pertaining to the subject of this Agreement or with respect to the terms and conditions of this Agreement, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

18. SEVERABILITY

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

19. COUNTERPARTS

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

20. CAPTIONS

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

21. WAIVER

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

22. REMEDIES

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

EXHIBIT A

SCOPE OF SERVICES

1.1 DETAIL OF WORK

1.1.1 TRAFFIC SIGNAL MAINTENANCE

The work to be performed consists of regular and emergency maintenance of traffic signals equipment and systems including: signal poles, signal heads, inductive loops, pedestrian signal devices, traffic safety lighting, interconnect facilities, emergency pre-emption equipment, controllers, flashing beacons at crosswalks, radar speed signs and operations systems at various locations throughout the City.

1.1.1.1 QUALIFIED PERSONNEL

All traffic signal maintenance shall be performed by qualified and trained Traffic Signal Technicians and supervised by qualified supervisors. Traffic Signal Technicians shall have a minimum of three (3) years of experience maintaining National Electrical Manufacturers Association (NEMA) Standard traffic signals. Supervisors shall have a minimum of five (5) years of experience maintaining NEMA standard traffic signals and two (2) years of experience supervising and scheduling traffic signal maintenance operations. IMSA Level II or III certification is required for field technicians. Experience shall include use of typical tools and working experience on Type 170E Controllers and LACO software, other NEMA equipment, and video detection equipment currently in use by the City.

Consultant shall employ a minimum of two (2) qualified Traffic Signal Technicians assigned to work within the City and capable of meeting the response time requirements specified in these Technical Specifications. One of the Traffic Signal Technicians shall be assigned as the primary technician and is subject to City approval. This technician shall not be changed without prior notification to the City.

1.1.1.2 TRAFFIC SIGNAL MAINTENANCE SITES

For locations of traffic signal maintenance sites see the **Traffic Signal Location List**.

1.1.1.3 TRAFFIC SIGNAL MAINTENANCE RESPONSIBILITIES

For a summary of specific maintenance responsibilities by site, see the **Task Lists I and II**.

1.1.1.4 QUALITY ASSURANCE/QUALITY CONTROL

To assure that all maintenance work is being performed with a high standard of care, the Development Services Director or designee will perform regular inspections of all maintenance sites. After each inspection, the Development Services Director or designee may issue a Maintenance Inspection Report ("MIR") to the Consultant if any deficiencies are found. The MIR, which may be delivered via email or telephone, will clearly indicate any deficiencies in the Consultant's maintenance work. The Development Services Director or designee will inform the Consultant by telephone of urgent deficiencies for immediate attention and/or correction.

1.1.1.5 SITE CHANGES

The City reserves the right to add, delete or change sites under this contract and may do so upon giving written notification to the Consultant. If these changes cause an increase

or a reduction in the maintenance costs of this contract, said costs shall be readjusted and incorporated into this contract.

1.1.1.6 MAINTENANCE SCHEDULE

Establishment of Schedule

Prior to performing any work under this Agreement, Consultant shall submit a Maintenance Schedule to the Development Services Director. The schedule shall identify the sites to be maintained each month, and Scheduled Traffic Signal Maintenance to be performed. The schedule shall provide for maintaining all sites.

Missed Sites

The City may randomly inspect sites on the month of or the month following the Scheduled Traffic Signal Maintenance. If any site is not maintained or is poorly maintained, as determined by the City, in its sole and absolute discretion, the Development Services Director or designee will notify the Consultant of such deficiency. If Consultant fails to correct the deficiency and advise the Development Services Director or designee of the correction, the City may withhold partial or full payment for that site when the monthly invoice is received.

Meeting the Schedule

In the event the Consultant is prevented from completing the maintenance as provided in the schedule because of service equipment breakdown or reasons other than inclement weather, the Consultant shall be required to provide replacement service equipment and resume the schedule within 24 hours. Consultant shall notify the City's Development Services Director or designee of the revised schedule on or before the day that the schedule is interrupted.

1.1.1.7 MONTHLY REPORT

Consultant shall provide to the Development Services Director an electronic copy (pdf) of the inspection check list for each traffic signal location along with the monthly invoice.

1.1.1.8 MEETINGS

The Consultant's superintendent shall meet with the City's Development Services Director or designee when requested during contract to discuss the quality of work, areas that may require special attention to maintain and to be advised of complaints received by the City about maintenance. These meetings may be done via telephone, in person or email correspondence, at the discretion of the Development Services Director.

1.1.1.9 MAINTENANCE RESPONSE

Consultant Responsibility

The Consultant shall furnish all personnel, vehicles, labor, equipment, and materials required to perform traffic signal maintenance. "Traffic Signals" shall include, but are not limited to, all electrical traffic control devices, flashers, beacons, traffic safety lighting, radar speed signs, fire station signals, pedestrian crossing signals, traffic signals, battery backup systems, cameras, and Ethernet communications, signal interconnect, signal wiring, signal components, emergency fire pre-empt and all forms of detection as presently existing and as may be changed in the future.

On-Hand Inventory

Consultant shall maintain an inventory of all signal equipment used by the City. Hardware components in Consultant's inventory may include, but are not limited to, signal and pedestrian heads, pedestrian buttons (frame, hardware and signs), signal controller components, L.E.D. traffic signal lamp modules, battery backup system, conflict monitors, audible pedestrian signals. Actual quantities for specific materials in the On-hand Inventory shall be documented for City review prior to the start of work. No compensation shall be paid for materials in On-hand Inventory prior to installation. City will not provide storage for "on-hand" inventory

All replacement parts shall be in-kind and no substitutions shall be made without approval by the City. Substitute replacement parts not incorporating the same features and operational characteristics as the part being replaced (LCD Safety monitors must be replaced with LCD monitors) will not be approved.

Utility Costs

Electrical power for all the signals, flashers, and beacons located within the boundaries of La Puente shall be paid by the City.

Work Orders

Requests for unscheduled signal maintenance not generally included in Scheduled Traffic Signal Maintenance are made via a Work Order ("WO"). WO's are originated by City staff during normal City business hours in response to observed or reported maintenance deficiencies. While initial contact with the Consultant may be directly by phone, this will always be followed up with a written WO. Delivery of WO's may be via fax, US mail, e-mail, telephone or courier and will be made directly to Consultant's designated contact.

Requests for service after working hours, on weekends, and on holidays will be forwarded from the City's Emergency On-Call representative to the Consultant by phone. A WO will be generated on the next regular business day.

1.1.1.10 MAINTENANCE TASKS

Scheduled Traffic Signal Maintenance Scheduled Traffic Signal Maintenance activities shall be as described in Task Lists I (Monthly) and II (Semi-Annual).

Maintenance shall be performed by the Consultant on a proactive basis to ensure that all traffic signal systems and equipment operate safely and continuously in good working order. The tasks outlined below represent the City's minimum requirements for Scheduled Traffic Signal Maintenance. The Contractor shall perform these minimum tasks and any additional tasks necessary to comply with the intent of this section. Maintenance shall be performed on all maintenance sites listed in the Traffic Signal Location List contained in the RFP Appendices.

Consultant shall perform tasks including, but not limited to, the following:

1. **Monthly Site Inspections.** The Consultant shall inspect each designated maintenance site on a Monthly basis (see Task List I). During a Site Inspection, the Consultant's inspection shall include, but is not limited to the following:
 - a. General Operations and Coordination;
 - b. Proper frame and hardware alignment (inspect for damaged, missing, loose connections, frame and mounting hardware is properly attached and tightened);
 - c. Proper signal/pedestrian head alignment;

- d. Proper operation and function of all signal lamps;
- e. Proper operation and function of all pedestrian signal components (i.e. push buttons, signal heads and audible tones);
- f. Overhead safety lighting (report to City for Work Order generation);
- g. Graffiti visible on any signal components, signs and cabinets (Report to City for correction by Graffiti Removal Contractor);
- h. Damage to traffic signal components; Check service controller/cabinet for proper wiring and electrical connections. Inspect, test conflict monitor devices, load switches, relays, and controllers in traffic control cabinets; battery backup system (batteries must meet proper amperage and provide continuous operation of the signal system at full operation and flashing mode as specified by city);
- i. Check all latches on all cabinets and secure locks as required. City will designate type of security and locations required to secure all Cabinets;
- j. Perform visual check of controller for damage or corrosion at connections.
- k. Replace filters as necessary
- l. Crosswalk locations and radar speed signs shall be inspected monthly for proper operation and maintenance.
- 1. See Task List I.

2. Routine Semi-Annual Maintenance. The Consultant shall perform routine maintenance at all maintenance sites on a semi-annual basis (see Task List II).

Routine maintenance shall include, but is not limited to, the following:

- a. Test Conflict Monitor/Malfunction Management Unit (CERTIFICATION REQUIRED ANNUALLY);
- b. Test system controller operation, electrical, signal timing calls, pedestrian/bicycle calls, Opticom pre-emption units where installed;
- c. Check and Test inductive loop detection and adjust as specified;
- d. Inspect all poles, signal heads, mounting hardware, back plates;
- e. Install and replaces field wires. Check all terminals to ensure proper connections and tightness.
- f. Clean all signal faces.
- k. Vacuum Controller cabinet and replace filters as necessary

Unscheduled Traffic Signal Maintenance (Non- Emergency)

Unscheduled Traffic Signal Maintenance includes tasks not specifically included in Scheduled Traffic Signal Maintenance that are not considered emergency in nature and are performed as requested by the City to ensure that all traffic signal systems and equipment operate safely and continuously in good working order. The Consultant shall perform Unscheduled Traffic Signal Maintenance tasks on all maintenance sites listed in the Traffic Signal Location List or as directed by the Development Services Director.

Common Unscheduled Traffic Signal Maintenance tasks include, but are not limited to the following:

- 1. Modification of various signal components;
- 2. Detector Loop Replacement due to pavement failure, utility work or other impact. Maintenance records indicate that the City replaces approximately 30

- detector loops each year. In addition to the basic steps, Detector Loop Replacement shall include the following:
- a. Layout and installation of loop and home run;
 - b. Replacement of conduit if necessary;
 - c. Testing on loop for conductivity and integrity;
 - d. Reconnection to amplifier and testing for proper sensitivity.
3. Other traffic signal problems not considered an emergency;
 4. Intelligent Transportation System (I.T.S Architecture: CCTV Components located in signal controller cabinets and cameras mounted on signal poles which require cleaning, alignment, replacement and adjustment);
 5. Signal Timing Revisions/Adjustments;
 6. Review of construction documents for new traffic signal installations;
 7. Assist in inspection of signal construction work performed by others contractors;
 8. Other tasks as requested within the expertise of the Consultant.

Emergency Traffic Signal Maintenance

Emergency Traffic Signal Maintenance includes unforeseen maintenance related tasks that must be performed on short notice due to potential impacts on public safety and convenience. Emergency Traffic Signal Maintenance may be initiated by the City or the Consultant, if an emergency condition is observed in the field. The Consultant shall perform Emergency Traffic Signal Maintenance on all maintenance sites listed in the Traffic Signal Location List or as directed by the Development Services Director.

Common Emergency Traffic Signal Maintenance tasks include, but are not limited to the following:

1. Emergency Generator runs required by knockdowns or utility power outages. In addition to the basic steps, Emergency Generator Runs shall include:
 - a. Determination of localized power failure;
 - b. Reporting of loss of power to the responsible electrical entity;
 - c. Temporary service disconnect of affected traffic signal equipment;
 - d. Restoring intersection operation on Consultant supplied generator power until resumption of electrical service;
 - e. Electrical services reconnect to affected traffic signal equipment.
2. Type 170E - Signal Controller Replacement due to failure of unit. In addition to the basic steps, Type 170E Signal Controller Replacement shall include:
 - a. Emergency operation of the intersection during controller replacement;
 - b. Installation of replacement traffic signal controller;
 - c. Input of timing corresponding to appropriate timing sheet;
 - d. Connection and testing of all repaired field color, detection, preemption, and interconnect wiring as necessary;

3. Signal Cabinet & Controller Replacement due to vehicle accident, fallen tree or other unforeseen event. In addition to the basic steps, Signal Cabinet & Controller Replacement shall include:
 - a. Emergency operation of the intersection during collision aftermath;
 - b. Removal and disposal of damaged signal equipment and collision debris;
 - c. Repair of damaged intersection field wiring and cabinet mounting hardware as necessary;
 - d. Installation of replacement traffic signal control cabinet and control equipment;
 - e. Input of timing corresponding to appropriate timing sheet;
 - f. Connection and testing of all repaired field color, detection, preemption, and interconnect wiring as necessary;
 - g. Field certification of conflict monitor.
4. Service Pedestal Replacement due to vehicle accident, fallen tree or other unforeseen event. In addition to the basic steps, Service Pedestal Replacement shall include the following:
 - a. Emergency operation of the intersection during collision aftermath;
 - b. Removal and disposal of damaged signal equipment and collision debris;
 - c. Repair of damaged electrical wiring and pedestal mounting hardware as necessary;
 - d. Installation of replacement service pedestal;
 - e. Connection and testing of all repaired electrical wiring;
 - f. Coordination with utility company for restoration of power as needed.
5. Signal Lamp Replacement. Consultant shall replace failed LED Module (any color). In addition to the basic steps, Signal Lamp Replacement shall include:
 - a. Removal and replacement of LED module;
 - b. Verification of warranty balance on failed LED module;
6. Signal Head Replacement. Consultant shall replace signal head (3-section, 4-section, pedestrian, etc.) damaged due to vehicle accident, fallen tree or debris or other event. In addition to the basic steps, Signal Head Replacement shall include:
 - a. Determination of nature and extent of damage
 - b. Removal and disposal of damaged signal equipment and collision debris;
 - c. Installation of new signal head and mounting hardware as necessary;
 - d. Connection and testing of new equipment;
7. Conduit Repair. Repair/replacement of cut or damaged conduit. In addition to the basic steps, Conduit Repair shall include:
 - a. Excavation and replacement of damaged section of conduit;
 - b. Splicing or re-pulling conductor as appropriate;
 - c. Connection and testing of system for proper operation.
8. Pedestrian Signal or Button (any problem);
9. Signal Knocked Down or Damaged (e.g. Vehicle Accident);

10. Operational Problem (i.e., on 4-Way flash, simultaneous/conflicting colors, no detection or incorrect timing);
11. Traffic Signal Head Misaligned or Damaged;
12. Other safety related maintenance tasks requiring immediate response as directed by the Traffic and Signal Operations Supervisor.

The Consultant shall provide emergency response 24 hours per day, seven days per week, including holidays.

TASK LIST I**MONTHLY PREVENTIVE MAINTENANCE PROCEDURES**

All routine maintenance and inspections should include but not be limited to the following:

TWO MONTH PREVENTIVE MAINTENANCE ROUTINE

A	Appearance	Visually inspect controller cabinet and electrical service for any apparent damage.
	Door fit/Gasket	Check door function and gasket condition.
	Condition of Locks	Check lock operation on cabinet door, electrical service and police panel.
	Fan/Thermostat Ops	Check fan operation, check thermostat setting.
	Cabinet Light/Switch	Check function of cabinet light - front and back (if applicable) door switch operation.
	Air Filter Condition	Check air filter. Change if dirty.
B	Controller Condition	LEDs all functional? Display functional? Etc.
	Timing	Check to insure that the timing in the controller matches records.
C	BBS Operating Properly	Check that system works when main power is removed.
	Battery Condition	Note visual condition. Check voltage, test battery condition.
D	Detectors Functioning	Check detector operations - Replace bad units.
	Flashers	Check flasher output at T2.
	Load Switch Operations	Observe load switch operations.
E	Indications Functioning	Check all LED modules to assess condition and functionality - Replace defective units.
	Light Output	Appearance and brightness of LED modules is good.
	PV Head Condition	Appearance and brightness of PV heads is good.
F	Peds Aimed Correctly	All indications clearly visible from pedestrian starting point.
	Light Output - Hand/man	Bright and easily visible - identify dim units for future replacement.
G	PPB Placing Calls	Check functionality of all ped push buttons - Replace bad buttons.
	Condition	Check for sticking, vandalism, etc.

TASK LIST II

ANNUAL / SEMI-ANNUAL PREVENTIVE MAINTENANCE PROCEDURES

All annual or semi-annual routine maintenance and inspections should include but not be limited to the following:

SEMI-ANNUAL PREVENTIVE MAINTENANCE ROUTINE

J	Pavement - appearance / condition	Visually inspect pavement around loops for exposed wires, etc.
	Loops - appearance / condition	Inspect loop if visible for general condition - Inform City of needed crack sealing around loops.
	Detectors - appearance / condition	Check detector amplifiers and change if necessary
	Fan / Thermostat Operation	Verify that fan is functioning - set proper fan temperature 95 deg..
K	Controller information	Verify and enter controller type and serial #
	Necessary documentation present	Verify that all appropriate documentation is present in cabinet
	GFI receptacle functions properly	Check operation of ground fault receptacle
	Voltage levels (Source, DC, etc.)	Check and record AC voltage, DC voltage, and AC ripple.
	Clean cabinets	Clean and vacuum controller cabinet and components - Place BBS in Bypass while using vacuum cleaner, DON'T Forget to put BBS back to normal.
L	Conflict Monitor/MMU	Verify proper operation, enter Model # & Serial #
M	Condition of grounding system	Check ground rod clamp and wire.
	Pull box condition - box lid condition	Locate, clear and clean all pull boxes, back to the advanced loop pull box
	Condition of hand hole covers	Check hand hole covers - secure and install as needed.
	Test EV preemption operation	Check EV operation.
N	Signal head visibility / aiming	Is head readily visible - properly aimed. Trim trees, bushes within 4 ft of signal displays for needed visibility. Report any overhanging trees that block view of signal displays.
	Pedestrian head visibility / aiming	Is Ped head readily visible - properly aimed.
	Safety lighting / condition	Is all safety lighting functioning properly?
	Vicinity street lighting Connect to Service	Are all the street lights in the vicinity functioning properly?

SERVICE LOCATION TABLE

	CITY MAINTAINED INTERSECTIONS		
1	Amar Rd & De Valle Ave	Traffic Signal	
2	Amar Rd & Hacienda Ave	Traffic Signal	
3	Amar Rd & Elliot Ave	Traffic Signal	
4	Amar Rd & Ardilla Ave	Traffic Signal	
5	Glendora Ave & Hill St	Traffic Signal	
6	Glendora Ave & Hacienda Blvd	Traffic Signal	
7	Temple Ave & Del Valle Ave	Traffic Signal	
8	Temple Ave & Stimson Ave	Traffic Signal	
9	Temple Ave & Glendora Ave	Traffic Signal	
10	Temple Ave & Hacienda Blvd	Traffic Signal	
11	Temple Ave & Orange Ave	Traffic Signal	
12	Temple Ave & Sunkist Ave	Traffic Signal	
13	Temple Ave & Willow Ave	Traffic Signal	
14	Temple Ave & Ardilla Ave	Traffic Signal	
15	Valley Blvd & Wickford Ave	Traffic Signal	
16	Valley Blvd & Ferrero Ln	Traffic Signal	
17	Valley Blvd & Old Valley Blvd	Traffic	

		Signal	
18	Glendora Ave& Las Vecinas Dr.	Crosswalk	
19	Glendora Ave & Sierra Vista Ct	Crosswalk	
20	Hacienda Blvd & Prichard St	Crosswalk	
21	Hacienda Blvd & Nelson Ave	Crosswalk	
22	Glendora Ave & Nelson Ave	Crosswalk	
21	600 Block and 800 Block Del Valle Ave	Radar Speed Sign	
22	300 Block and 500 Block N. California Ave	Radar Speed Sign	
23	14700 Block and 15000 Block Nelson Ave	Radar Speed Sign	

EXHIBIT B

RATE SCHEDULE

SCHEDULE OF VALUES

Compensation from contract approval through June 30, 2017 - Compensation during this contract term shall be in accordance with the contract unit prices shown in the Bid Form.

July 1, 2017 - June 30, 2018 - Compensation during this contract term shall be as follows: The unit prices from the prior contract term shall be increased in proportion to the increase in Consumer Price Index (CPI) for the Los Angeles area over the preceding 12 months, but said increase in unit prices shall not be greater than 3%.

July 1, 2018 - June 30, 2019 - Compensation during this contract term shall be as follows: The unit prices from the prior contract term shall be increased in proportion to the increase in Consumer Price Index (CPI) for the Los Angeles area over the preceding 12 months, but said increase in compensation shall not be greater than 3%.

The Estimated Quantities are given to provide Proposers with an indication of the potential order of magnitude and scope of work for a one year period. The actual amount of work done under this contract may differ considerably from the quantities shown. The City reserves the right to increase or decrease the amount of any item of work or to omit items of work without adjusting the unit prices therefore.

PART I - SCHEDULED MONTHLY TRAFFIC SIGNAL MAINTENANCE

Fixture Type	Quantity 'A'		Monthly Cost		Total Annual Cost
1. Traffic Signal Locations	17	\$68.00	\$ 1,156.00	x 12=	\$ 13,872.00
2. Crosswalk Beacons	5	\$35.00	\$ 175.00	x 12=	\$ 2,100.00
3. Radar Speed Signs	6	\$30.00	\$ 180.00	x 12=	\$ 2,160.00

(*) per location

PART II - SCHEDULED SEMI-ANNUAL TRAFFIC SIGNAL MAINTENANCE

Fixture Type	Quantity 'A'	Rate per Service(*)	Semi-Annual Cost		Total Annual Cost
1. Traffic Signal Locations	17	\$ 24.00	\$ 408.00	x 2=	\$ 816.00

TOTAL ANNUAL ROUTINE MAINTENANCE COSTS \$ 18,948.00

PART III - RATES FOR UNSCHEDULED/EMERGENCY MAINTENANCE WORK

The following Hourly Rates and Equipment Rates shall apply to work not covered under the unit prices included in the Schedule of Values. Hourly Rates and Equipment Rates shall include all costs to supply the necessary labor and equipment including, but not limited to, overhead and profit.

Service Equipment		Hourly Rate
1.	Service Truck	\$25.00
2.	Service Truck with arrow board	\$25.00
3.	Arrow Board	\$10.00
4.	Dump Truck	\$25.00
5.	Air Compressor	\$10.00
6.	Bucket Truck	\$30.00
7.	Boom Truck (Crane)	\$55.00
8.	Concrete Saw	\$5.00
9.	OTHER (Describe: <u>Changeable Message Sign</u>)	\$10.00
10.	OTHER (Describe: <u>Not Applicable</u>)	\$0.00

Personnel		Regular Hourly Rate	Overtime Hourly Rate
11.	Field Technician Supervisor	\$105.00	\$105.00
12.	Electrical Technician	\$110.00	\$145.00
13.	Field Technician	\$98.00	\$125.00
14.	Laborer	\$72.00	\$95.00
15.	Crane Operator	\$110.00	\$145.00
16.	Bench Technician	\$98.00	\$125.00
16.	OTHER (Describe: <u>Engineering Technician</u>)	\$110.00	\$145.00
17.	OTHER (Describe: <u>Fiber/Comm Technician</u>)	\$98.00	\$125.00

Maintenance. Contractor shall be allowed actual cost plus a 15% mark up for materials not provided for in Scheduled Maintenance

COMMON UNSCHEDULED WORK ITEMS

The following items are common tasks but will be requested on an "as-needed" basis only. The prices quoted shall apply to work not covered under the unit prices included in the Schedule of Values.

COMMON UNSCHEDULED ITEM	UNIT	PRICE
U1. Detector Loop Replacement [1 - 4 Loops]	EA	\$ 585.00
U2. Detector Loop Replacement [5 - 8 Loops]	EA	\$ 425.00
U3. Detector Loop Replacement [9 - 12 Loops]	EA	\$ 400.00
U4. Detector Loop Replacement [> 12 Loops]	EA	\$ 400.00
U5. Shop Repair and Calibration of Controller	EA	\$ 250.00
U6. Shop Repair and Calibration of Malfunction Mgmt. Unit	EA	\$ 200.00
U7. Shop Repair and Calibration of Conflict Mgmt. Unit	EA	\$ 200.00
U8. LED Bulb Replacement (All Colors)	EA	\$ 75.00
U9. Paint Signal Head Backing Plate	EA	\$ 45.00
U10. Emergency Call-out minimum charge	EA	\$ 1.00

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT WITH
SIEMENS INDUSTRY, INC.**

This Amendment No. 1 to the Professional Services Agreement (“Agreement”), is made and entered into this 13th day of November, 2018 (“Effective Date”) by and between the City of La Puente, a California municipal corporation (“City”) and Siemens Mobility, Inc., a Delaware corporation (“Consultant”). The City and Consultant are hereinafter collectively referred to as the “Parties.”

RECITALS

WHEREAS, on or about June 1, 2016, the Agreement was entered into and executed between the City and Siemens Industry, Inc. (“Siemens Industry”) for traffic signal maintenance work throughout the City; and

WHEREAS, Siemens Industry is in the process of merging with Alstom, a company that specializes in mobility solutions. As part of that process, effective June 1, 2018, Siemens Industry transferred all of its mobility business in the United States to Siemens Mobility, Inc., and until the merger is complete, Siemens Mobility, Inc. will remain an affiliate of Siemens Industry. Given this transfer by Siemens Industry to Siemens Mobility, it is necessary to amend the Agreement to reflect the proper contracting entity. There are no other proposed amendments to the Agreement; and

WHEREAS, for the reasons set forth herein, the City and Consultant desire to enter into this Amendment No. 1, 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 A, and incorporated herein by reference, shall remain in full force and effect except as otherwise hereinafter provided:

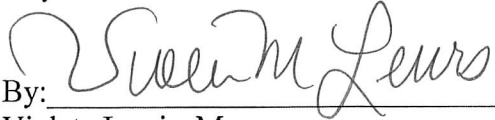
Commencing June 1, 2018, Siemens Industry, Inc., is no longer a party to this Agreement. All obligations and rights under the Agreement which previously designated Siemens Industry, Inc. as the responsible party, shall be assigned to Siemens Mobility, Inc.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1 to the Agreement as of the Effective Date.

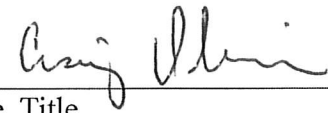
"CITY"

City of La Puente

By: 
Violeta Lewis, Mayor

"CONSULTANT"

Siemens Mobility, Inc.

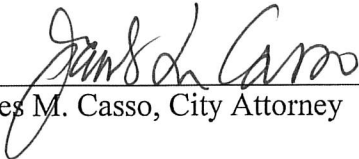
By: 
Name, Title

CRAG DEBEVOISE
DIRECTOR OF FINANCE

Attest:

By: 
Sheryl Garcia, City Clerk

Approved as to form:

By: 
James M. Casso, City Attorney



City of La Puente AGENDA REPORT

To: Mayor and City Council

For meeting of: April 12, 2022

From: Bob Lindsey, City Manager

SUBJECT: UPDATE, DISCUSSION AND DIRECTION REGARDING CURRENT AND
UPCOMING PROJECTS AT LA PUENTE PARK

BACKGROUND/DISCUSSION

City Staff will provide an update on ongoing and upcoming projects at La Puente Park.

FISCAL IMPACT

None.

RECOMMENDATION

It is recommended that the City Council: (1) discuss this item and provide any necessary direction to Staff; and (2) authorize the City Manager to negotiate and execute all purchase orders and contracts necessary to carry out City Council's direction.

ATTACHMENTS

None.



City of La Puente AGENDA REPORT

To: Mayor and City Council

For meeting of: April 12, 2022

From: Bob Lindsey, City Manager

SUBJECT: DISCUSSION AND DIRECTION REGARDING NAMING RIGHTS FOR THE LA PUENTE NATURE CENTER AND OTHER CITY FACILITIES (MAYOR KLINAKIS)

BACKGROUND AND DISCUSSION

Mayor Klinakis has requested a discussion regarding naming rights for the La Puente Nature Center and other City facilities. Resolution No. 01-4170, establishing guidelines and procedures for naming of public facilities, is attached for City Council's reference.

FISCAL IMPACT

None.

RECOMMENDATION

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

ATTACHMENTS

Attachment "A": Resolution No. 01-4170

RESOLUTION NO. 01-4170

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF LA PUENTE, CALIFORNIA, ESTABLISHING
GUIDELINES AND PROCEDURES REGARDING THE
NAMING OF PUBLIC FACILITIES AND PRIVATE
STREETS

WHEREAS, The City Council finds and determines that the public has an interest in the naming of public facilities, including parks, buildings and streets, owned or controlled by the City; and

WHEREAS, no consistent policy has been employed in the past in selecting the names of public facilities; and

WHEREAS, the renaming of facilities without the due consideration in the context of established principles result in confusion and detracts from the honor accorded in naming a facility; and

WHEREAS, it is desirable, and in the public interest, to delineate the principles, guidelines and procedures for the selection of names and naming of public facilities.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LA PUENTE DOES HEREBY RESOLVE, DECLARE, AND DETERMINE AS FOLLOWS:

SECTION 1. Principles, Guidelines and Priorities. The election of names for public facilities shall be generally consistent with the following principles, guidelines and priorities:

- a. As a general guideline, names which commemorate the culture and history of La Puente will be given first priority; those names commemorating California history may be given second priority;
- b. The name of an individual shall be considered only if such individual is renowned and has made a particularly meritorious and outstanding contribution, over a period of several years, to the general public interest or the interests of the City, preferably the individual is or was formerly a resident of the City;
- c. A preference shall be given to names of long established local usage, names which are harmonious, topographic, and thematic names which lend dignity to the facility to be named;
- d. Names selected shall be of enduring, honorable fame, not notoriety, and shall be commensurate with the significance of the facility;

- e. Proliferation of names for different parts of the same facility should be avoided, and the same name should not be applied to a similar kind of facility;
- f. Names with connotations, which by contemporary community standards are derogatory or offensive, shall not be considered;
- g. New or existing community centers, buildings, rooms or site amenities may be dedicated in honor of persons who have served their community in an exceptional and distinguished manner.

SECTION 2. Change of Name. Existing names and names once established shall not be changed unless, after investigation and public hearing, the name is found to be inappropriate.

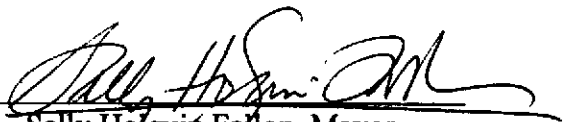
SECTION 3. Recommendations of Community or Citizen Groups. In the selection of names for City owned facilities the suggestions, comments and recommendations of community or citizens groups and the citizens in the neighborhood of the facility shall be duly considered; provided, that such suggestions, comments and recommendations are not inconsistent with the provisions of this resolution.

SECTION 4. Initiation.

- a. Any person may initiate the naming of a City owned facility by submitting to the City Manager a request for such action and setting forth the proposed name, a description of the facility, and a statement evidencing that the proposed name is consistent with the guidelines of this resolution.
- b. Prior the dedication of naming of a public facility for a deceased person, there should be a passage of six months from death before the City Council considers this request.

PASSED, APPROVED AND ADOPTED this 28th day of August, 2001.

AYES: COUNCILMEMBERS: Perez, Holguin Fallon, Solis, Lujan
NOES: COUNCILMEMBERS: Storing
ABSENT: COUNCILMEMBERS: None


Sally Holguin Fallon, Mayor

ATTEST:


Micaela P. Olmos, Deputy City Clerk



City of La Puente AGENDA REPORT

To: Mayor and City Council

For meeting of: April 12, 2022

From: Bob Lindsey, City Manager

SUBJECT: DISCUSSION AND DIRECTION REGARDING CURRENT AND FUTURE
PROGRAMMING WITHIN THE COMMUNITY SERVICES DEPARTMENT
(MAYOR KLINAKIS)

BACKGROUND/DISCUSSION

Mayor Klinakis has requested a discussion regarding programming within the Community Services Department including senior, community park and recreational programming.

FISCAL IMPACT

None.

RECOMMENDATION

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

ATTACHMENTS

None.