CITY OF LA PUENTE

PUBLIC PARTICIPATION IN CITY COUNCIL MEETINGS

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. Use of face coverings and social distancing is encouraged.

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.

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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 públicos se pueden proporcionar en persona en el Ayuntamiento, 15900 E. Main Street. Se recomienda el uso de mascarillas y el distanciamiento social.

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

NOTICE AND CALL OF MEETING

SPECIAL MEETING OF THE

LA PUENTE CITY COUNCIL AND SUCCESSOR AGENCY

COUNCIL CHAMBERS

15900 EAST MAIN STREET, LA PUENTE

NOVEMBER 15, 2022

9:00 A.M. SPECIAL SESSION

NOTICE IS HEREBY GIVEN that a Special Meeting of the City Council of the City of La Puente is hereby called to be held on Tuesday, November 15, 2022, commencing at 9:00 a.m., in City Council Chambers, 15900 E. Main Street, La Puente, CA 91744. The public will be provided an opportunity to provide public comment on the items listed on the agenda. The business to be discussed is as follows:

CALL TO ORDER

ROLL CALL

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

PLEDGE OF ALLEGIANCE

PRESENTATIONS

Presentation of Employee Recognition Awards

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.

ORGANIZATION	DEL/ALT	MONTHLY MEETINGS	TIME
California Contract Cities Association	Argudo/Quinones	3rd Wednesday	6:30 p.m.
Sanitation District 15 & 21	Klinakis/Munoz	4th Wednesday	1:30 p.m.
League of California Cities L.A. Div.	Argudo/Mendoza	1st Thursday	6:30 p.m.
City Selection Committee	Klinakis/Munoz	When Necessary	6:30 p.m.
San Gabriel Valley COG	Quinones/Argudo	3rd Thursday	4:00 p.m.
California JPIA	Quinones/All Council	4th Wednesday	6:30 p.m.
Foothill Transit Governing Board	Munoz/Klinakis	Last Friday of the Month	7:45 a.m.
San Gabriel Valley Mosquito & Vector Control District	Klinakis	2nd 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 MEETINGS OF SEPTEMBER 27, 2022 AND OCTOBER 11, 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 meetings of September 27, 2022 and October 11, 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 RESOLUTIONS APPROVING WARRANT REGISTERS NOS. 1540 AND 1541

Staff Recommendation: It is recommended that the City Council and Successor Agency adopt Resolution No. 22-5758 approving Warrant Register No. 1540 and Resolution No. 22-5759 approving Warrant Register No. 1541.

D-2 PRESENTATION OF SEPTEMBER AND OCTOBER 2022 REQUISITION SUMMARY REPORTS

Staff Recommendation: It is recommended that the City Council receive and file the reports.

D-3 PRESENTATION OF SEPTEMBER AND OCTOBER 2022 INVESTMENT REPORTS

Staff Recommendation: It is recommended that the City Council receive and file this report.

D-4 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. 22-5760, authorizing the City Council, City Boards, and all Commissions of the City continue to hold teleconferenced meetings from November 14, 2022, through December 14, 2022.

D-5 CONSIDERATION OF A PROFESSIONAL SERVICES AGREEMENT WITH ADVANCED APPLIED ENGINEERING, INC. FOR ARCHITECTURAL DESIGN AND CONSTRUCTION SUPPORT SERVICES FOR THE WEST RESTROOM AT LA PUENTE PARK IN THE AMOUNT OF $51,746.00

Staff Recommendation: It is recommended that the City Council: (1) approve the Agreement with Advanced Applied Engineering, Inc. for architectural design and construction support services in the amount of $51,746.00; and (2) authorize the City Manager to execute the Agreement on behalf of the City.

D-6 SECOND READING AND ADOPTION OF AN ORDINANCE AMENDING SECTION CHAPTER 3.68 OF THE LA PUENTE MUNICIPAL CODE REGARDING PUBLIC PARKS AND FACILITIES

Staff Recommendation: It is recommended that the City Council adopt Ordinance No. 22-979 Amending Chapter 3.68 of the La Puente City Municipal Code Regarding Public Parks and Facilities.

D-7 CONSIDERATION AND APPROVAL OF FINAL PARCEL MAP NO. 82347 AND SUBDIVISION IMPROVEMENT AGREEMENT FOR THE PROPERTY LOCATED AT 658 DEL VALLE AVENUE

Staff Recommendation: It is recommended that the City Council: (1) find that Final Parcel Map No. 82347 complies with all of the Conditions of Approval set forth within Tentative Parcel Map No. 82347; (2) approve the attached Subdivision Improvement Agreement and authorize the City Manager to execute the agreement on behalf of the City; and (3) approve the Final Map and authorize the City Clerk to endorse the cover sheet of the Final Map, the certificate which embodies the approval of said Map for recordation with the County of Los Angeles.

D-8 CONSIDERATION OF AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH SUPERIOR SECURITY SPECIALISTS, INC. DBA SUPERIOR ALARM SYSTEMS FOR SECURITY CAMERAS AND SPEAKER SYSTEM AT LA PUENTE PARK IN THE AMOUNT OF $132,900.00

Staff Recommendation: It is recommended that the City Council: (1) approve Amendment No. 2 to the Agreement with Superior Security Specialists, Inc., dba Superior Alarm Systems in the amount of $132,900.00; (2) and authorize the City Manager to execute the Amendment and approve change orders up to 10% of the original bid amount on behalf of the City.

D-9 CONSIDERATION OF A RESOLUTION DECLARING AS SURPLUS PROPERTY FOUR VEHICLES IN THE CITY'S FLEET, AUTHORIZING THE SALE OF THE SURPLUS VEHICLES BY ENTERPRISE FLEET MANAGEMENT FOR THE SALE OF THE VEHICLES

Staff Recommendation: It is recommended that the City Council: (1) adopt Resolution No. 22-5761 and declare as surplus property, four vehicles 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-10 CONSIDERATION OF A PROFESSIONAL SERVICES AGREEMENT WITH EMERGENCY PLANNING CONSULTANTS FOR THE PREPARATION OF A HAZARD MITIGATION PLAN IN THE AMOUNT OF $50,000.00

Staff Recommendation: It is recommended that the City Council: (1) approve the Agreement with Emergency Planning Consultants for preparation of a Hazard Mitigation Plan in the amount of $50,000.00; (2) authorize the City Manager to execute the Agreement on behalf of the City; and (3) approve Resolution No. 22-5762 amending the Fiscal Year 2022/23 Operating Budget.

D-11 CONSIDERATION OF AWARD OF CONSTRUCTION CONTRACT TO TOWO ENTERPRISE INC. FOR IMPROVEMENTS AT EIGHT CROSSWALK LOCATIONS, FEDERAL PROJECT NO. HSIPL-5331(021), IN THE AMOUNT OF $1,042,198

Staff Recommendation: It is recommended that the City Council: (1) award the contract to TOWO Enterprise Inc. in the amount of $1,042,198; (2) authorize the City Manager to execute the Agreement and approve change orders up to 10% of the original bid amount; and (3) adopt Resolution No. 22-5763 amending the Fiscal Year 2022/23 Capital Budget.

D-12 CONSIDERATION OF AWARD OF CONSTRUCTION CONTRACT TO NPG CORPORATION FOR COMMUNITY CENTER PARKING LOT IMPROVEMENTS IN THE AMOUNT OF $200,989.00

Staff Recommendation: It is recommended that the City Council: (1) award the contract to NPG Corporation in the amount of $200,989.00; (2) authorize the City Manager to execute the Agreement and approve change orders up to 10% of the original bid amount; and (3) adopt Resolution No. 22-5764.

D-13 CONSIDERATION OF A PROFESSIONAL SERVICES AND LICENSE AGREEMENT WITH SEMPER ANTICUS FOR THE OPERATION AND MANAGEMENT OF AN OPEN-AIR MARKET

Staff Recommendation: It is recommended that the City Council: (1) approve the Professional Services and License Agreement with Semper Anticus; and (2) authorize the City Manager to execute the Amendment on behalf of the City.

D-14 CONSIDERATION OF APPROVAL OF A PURCHASE ORDER CONTRACT WITH ANTROPY INC. FOR THE PURCHASE OF REPLACEMENT FORTINET SWITCHES & NETWORK SECURITY DEVICES.

Staff Recommendation: It is recommended that the City Council: (1) approve a purchase order contract in the amount of $71.426.06 with Antropy, Inc. for the purchase of all new Fortinet hardware plus the additional $7,500 to properly setup and install the devices for a total of $78,926.06; and (2) authorize the City Manager to execute, on behalf of the City, all documents necessary to effectuate this action.

D-15 CONSIDERATION OF A RESOLUTION APPROVING A MASTER AGREEMENT AND PROGRAM SUPPLEMENT AGREEMENT WITH THE STATE OF CALIFORNIA FOR FEDERAL AID PROJECT NO. HSIPL-5331(021) FOR CONSTRUCTION OF PEDESTRIAN SAFETY IMPROVEMENTS AT EIGHT CROSSWALK LOCATIONS

Staff Recommendation: It is recommended that the City Council: (1) Adopt Resolution No. 22-5765 approving Master Agreement No. 07-5331F15 and Program Supplement Agreement No. F014 for construction of Pedestrian Safety Improvements at Eight Crosswalk Locations; and (2) authorize the City Manager or his designee to execute the Master Agreement and Program Supplement Agreement on behalf of the City.

E. NEW BUSINESS TO BE CONSIDERED BY THE CITY COUNCIL

E-1 PRESENTATION OF SEPTEMBER AND OCTOBER 2022 BUDGET REPORTS

Staff Recommendation: It is recommended that the City Council receive and file this report.

E-2 CONSIDERATION OF AWARD OF YOUTH WORKFORCE GRANT SUBRECIPIENT AGREEMENTS TO DELHAVEN COMMUNITY CENTER, GOODWILL SOUTHERN CALIFORNIA, AND SAN GABRIEL VALLEY CONSERVATION CORPS.

Staff Recommendation: It is recommended that the City Council: (1) award subrecipient agreements to Delhaven Community Center, Goodwill Southern California, and San Gabriel Valley Conservation Corps; and (2) authorize the City Manager to execute all documents necessary to effectuate these agreements.

E-3 DISCUSSION AND DIRECTION REGARDING THE MELLOW MAN ACE EDUTAINMENT ARTS PROGRAM (COMMUNITY SAFETY AND WELFARE AD HOC COMMITTEE)

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.

	NAME	MEMBERS
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
9.	Adaptive Sports League and Enrichment Programs Oversight Committee	Klinakis/Munoz

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.)

Dated: November 10, 2022

Charles Klinakis, Mayor

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

AFFIDAVIT OF POSTING

I, Sheryl Garcia, City Clerk for the City of La Puente, hereby certify that a copy of the Notice and Call of a Special Meeting of the La Puente City Council, to be held on November 15, 2022, commencing at 9:00 a.m., was posted in accordance with all applicable laws and provided not less than twenty-four hours before the time of the meeting to the following:

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

I declare under penalty of perjury that the foregoing is true and correct. Dated this 10th day of November, 2022.

Sheryl Garcia, MMC, CPM
City Clerk

MINUTES
LA PUENTE CITY COUNCIL AND SUCCESSOR AGENCY
CLOSED SESSION AND REGULAR MEETING OF
SEPTEMBER 27, 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.lapuente.org.

A Closed Session and Regular Meeting of the City Council of the City of La Puente was held in the Council Chambers of City Hall, 15900 East Main Street, La Puente, California, on Tuesday, September 27, 2022, at 6:00 p.m.

6:00 P.M. CLOSED SESSION

CALL TO ORDER

Mayor Klinakis called the meeting to order at 6:01 p.m.

ROLL CALL

Members present: Klinakis, Munoz, Mendoza (arrived via teleconference at 6:06 p.m.), Quinones.

Members absent: Argudo.

Staff members present: City Manager Bob Lindsey, City Attorney Jesse Jauregui, Director of Administrative Services Troy Grunklee, Management Assistant Cece Dunlap, Office Specialist Christine Soo, and Office Specialist Natalie Romo.

PLEDGE OF ALLEGIANCE

Mayor Klinakis led the Pledge of Allegiance.

ORAL COMMUNICATIONS – None.

RECESS INTO CLOSED SESSION

The City Council recessed into closed session at 6:03 p.m. to discuss the item as posted on the agenda.

CLOSED SESSION

1. Conference with Legal Counsel – Pending Litigation Cal Gov't Code § 54956.9(d)(1). Calderon et al v Southland Transit et al L.A.S.C. No. 21STCV02558

RECONVENE TO OPEN SESSION

The City Council reconvened to open session at 6:21 p.m.

REPORT OUT OF CLOSED SESSION

City Attorney Jauregui reported that the City Council was briefed on the facts and circumstances pursuant to Cal Gov't Code § 54956.9(d)(1), and further direction was provided.

Management Assistant Dunlap requested clarification that Council Member Mendoza attended the closed session meeting 6:06 p.m. Mayor Klinakis confirmed that Council Member Mendoza participated in the closed session meeting at that time.

ADJOURNMENT

There being no further business before the City Council, Mayor Klinakis adjourned the meeting at 6:23 p.m.

7:00 P.M. REGULAR SESSION

CALL TO ORDER

Mayor Klinakis called the meeting to order at 7:04 p.m.

ROLL CALL

Members present: Klinakis, Munoz, Quinones.

Members absent: Argudo, Mendoza.

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

PLEDGE OF ALLEGIANCE

Mayor Klinakis led the Pledge of Allegiance.

PRESENTATIONS – None.

ORAL COMMUNICATIONS

Amy Rowland, President of the La Puente Historical Society, announced that the society will be hosting a barbeque event to honor the John Rowland home that was built in 1855.

Amadeo Rodriguez announced his candidacy for City Council. He also shared that a fire took place at his residence on Monday, September 27, 2022, and further thanked the first responders for their services.

Fernando Solis spoke regarding La Puente Live, public records requests he submitted, and the Hacienda La Puente Unified School District pool project.

Ricardo Martinez shared his support for the vendors of the La Puente Live night market. He further spoke about Measure LP that was passed in 2018.

Joe Bautista spoke about the lack of cooling centers during the recent heat wave.

Diana Villalobos spoke about the use of the soccer field at La Puente Park.

Roger Villegas expressed support for the La Puente Live night market.

Lori Villegas expressed support for the farmers market and its vendors.

Jane Pfeifroth shared that she has attended the La Puente Live night market since its opening, and further expressed support for the event.

Veronica Contreras shared that the La Puente Live farmers market is part of her family's livelihood and expressed her support for keeping the market open. She further thanked everyone involved in operating the farmers' market.

Gloria shared that she is a food vendor at the La Puente Live night market and expressed support for the market, noting that it is part of her livelihood.

Angelica expressed gratitude for the La Puente Live market because it allows her to give back to her community with her real estate, tax, and notary services.

Angela shared her great experiences with Eli and the vendors at the night market.

Sandra shared that she is a vendor at the La Puente Live night market and expressed support for the continuity of the event.

Maria Florentino shared that she is a La Puente Live vendor and further expressed support for the continuity of the La Puente live night market.

Pedro Flores spoke regarding the La Puente Live night market and the financial impact of its potential closure on his business.

Enrique Morales shared his experience being a vendor at the La Puente Live night market and expressed support for keeping it open.

David Sosa shared his experience as a food vendor at the La Puente Live market and asked the City to support the night market.

Rosa Tamayo shared that she has been a vendor at La Puente Live for seven years, and expressed support for the market, noting that it is part of her livelihood.

Esteban Ortiz shared that he is a vendor at the La Puente Live night market and asked the support of the City Council to keep the market open.

Jesus Iniguez shared that he has been a vendor at La Puente Live since 2015 and expressed support for the continuity of the market.

Genoveva Perez shared that she is a vendor at La Puente Live and expressed support for the continuity of the market.

Eli Tawil spoke regarding his operation of the La Puente Live market and asked for the City's support to create a peaceful work environment for his vendors.

BOARDS/COMMISSION/COMMITTEE REPORTS

Council Member Quinones reported his attendance of the Serenity Home grand opening event in Baldwin Park, which is a housing project for families experiencing homelessness that was created by the San Gabriel Valley COG in partnership with the Baldwin Park City Council.

Mayor Klinakis reported his attendance of a San Gabriel Valley Mosquito and Vector Control meeting and reminded the public to empty containers of standing water to avoid an increase of mosquitos.

A. MINUTES OF PREVIOUS CITY COUNCIL AND SUCCESSOR AGENCY MEETINGS

A-1 READ AND APPROV E THE MINUTES OF THE CITY COUNCIL AND SUCCESSOR AGENCY MEETINGS OF SEPTEMBER 13, 2022

A motion was made by Mayor Pro Tem Munoz, seconded by Mayor Klinakis, to waive the reading and approve the Minutes of the City Council and Successor Agency meetings of September 13, 2022. The motion carried by the following roll call vote:

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

B. PUBLIC HEARINGS BEFORE THE CITY COUNCIL – None

C. UNFINISHED BUSINESS OF THE CITY COUNCIL – None

D. CITY COUNCIL AND SUCCESSOR AGENCY CONSENT CALENDAR

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

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

D-1 CONSIDERATION OF A RESOLUTION APPROVING WARRANT REGISTER NO. 1538

Action Taken: The City Council and Successor Agency adopted Resolution No. 22-5752 approving Warrant Register No. 1538.

D-2 PRESENTATION OF AUGUST 2022 REQUISITION SUMMARY REPORT

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

D-3 PRESENTATION OF AUGUST 2022 INVESTMENT REPORT

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

D-4 CONSIDERATION AND APPROVAL OF A 30-DAY RESOLUTION REGARDING THE CONDUCT OF TELECONFERENCED MEETINGS OF THE CITY COUNCIL AND OTHER CITY BODIES UNDER THE MODIFIED RULES SET FORTH UNDER GOVERNMENT CODE SECTION 54953(E) AND OTHER APPLICABLE PROVISIONS AS AMENDED BY AB 361

Action Taken: The City Council adopted Resolution No. 22-5753, authorizing the City Council, City Boards, and all Commissions of the City continue to hold teleconferenced meetings from September 29, 2022, through October 29, 2022.

D-5 CONSIDERATION OF A LICENSE AGREEMENT BETWEEN THE CITY OF LA PUENTE AND JESUS RODRIGUEZ FOR THE USE OF CITY PROPERTY LOCATED AT THE INTERSECTION OF VALLEY BOULEVARD FOR HOLIDAY SALES

Action Taken: The City Council: (1) approved the License Agreement with Jesus Rodriguez; and (2) authorized the City Manager to execute the License Agreement on behalf of the City.

D-6 CONSIDERATION OF A PURCHASE ORDER CONTRACT WITH BIG TREES NURSERY FOR THE PURCHASE AND INSTALLATION OF TREES AT LA PUENTE PARK, GRACE NAPOLITANO NATURE EDUCATION CENTER AND CITY PARKWAYS

Action Taken: The City Council: (1) awarded the purchase order contract to Big Trees Nursery in the amount of $59,975.00; and (2) authorized the City Manager to execute the contract and approve change orders up to 10% of the original proposal amount.

E. NEW BUSINESS TO BE CONSIDERED BY THE CITY COUNCIL

E-1 PRESENTATION OF AUGUST 2022 BUDGET REPORT

Finance Manager Merkel-Medina provided a report on the August 2022 budget.

In response to an inquiry by Mayor Pro-Tem Munoz, Finance Manager Merkle-Medina confirmed the budget is a public record and available for public view and it is audited annually.

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

E-2 DISCUSSION AND DIRECTION REGARDING THE REPAINTING OF THE COURTYARD AT THE COMMUNITY CENTER AND REPLACEMENT OF SHADE AWNINGS

City Manager Lindsey noted that Council Member Argudo had previously requested more options for the shade awnings at the Community Center.

Assistant Planner Juan Galvan provided renderings demonstrating the proposed color palette for repainting the Community Center Courtyard. Council Member Quinones suggested usings more neutral tones since it is used for various community events.

Discussion ensued regarding the color palette for the Community Center Courtyard. Assistant Planner Galvan provided options for the shade awning within the Courtyard.

The City Council reached a consensus to select the shade awning with the three-piece cover and provided direction to staff to bring back additional color options.

E-3 UPDATE, DISCUSSION AND DIRECTION REGARDING CURRENT AND UPCOMING PROJECTS AT LA PUENTE PARK

City Manager Lindsey introduced discussion regarding maintenance and beautification at the Grace E. Napolitano Nature and Education Center. Assistant Planner Galvan provided a site plan mapping the proposed projects for the nature center such as resodding, implementation of a dog park, and installation of a wrought-iron fence for the dog park.

Mayor Pro Tem Munoz expressed support for the implementation of a dog park and focusing on the smaller park areas within La Puente.

Council Member Quinones suggested expanding the dog park area into the hilltop to provide more play areas for the dogs.

Mayor Klinakis noted that the nature center was created with state funding and requested that Staff research if the proposed projects are within the conditions of the state requirements for the funding provided.

The City Council reached a consensus to move forward with the proposed park projects.

AD HOC COMMITTEE REPORTS

Code Enforcement: Nothing to report.

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

Comprehensive Fee Schedule: Nothing to report.

Park Ordinance Oversight: Nothing to report.

Project LEAD: Council Member Quinones reported that the ad hoc committee met with the principals of Del Valle and Workman Elementary, and with multiple sixth-grade classes. He shared the student's excitement for being involved with the government and mentioned that the students would like to propose an event for the City.

Community Safety and Welfare: Nothing to report.

Homeless Oversight: Nothing to report.

LPQT Action Committee: Council Member Quinones reported that the ad hoc committee will be hosting a webinar on October 12 and 14, 2022 for youth and parents of the LGBTQ+ community, as well as businesses needing resources.

Adaptive Sports League Enrichment and Oversight Committee: Mayor Klinakis reported that the ad hoc committee met to discuss the goals and advancement of the program.

AB 1234 REPORTS - None

ORAL COMMENTS FROM COUNCIL

Mayor Klinakis recognized Acting Assistant Chief Richard Stillwagon from Los Angeles County Fire Department for his service to the community. He further thanked City Manager Lindsey and Staff for organizing cooling stations for residents within the community.

Council Member Quinones expressed appreciation to City Staff for their hard work and efforts.

ORAL COMMENTS FROM STAFF

City Manager Lindsey addressed a residents' concern regarding cooling stations within the community. He noted that there are cooling stations available to residents during the heat wave and invited residents to City Hall should they need a place to cool down.

Director of Development Services Di Mario announced the La Puente Park middle restroom renovation bid opening on September 29, 2022, and the Community Center parking lot bid to open on October 6, 2022.

City Manager Lindsey noted efforts to involve Project LEAD students in Christmas concerts at the park. He further stated that on October 17, 2002, the concrete pad for the large picnic area would be poured, thus commencing its construction.

ADJOURNMENT

There being no further business before the City Council, Mayor Klinakis adjourned the meeting at 9:08 p.m.

Approved this 15th day of November, 2022.

Sheryl Garcia City Clerk	Charlie Klinakis Mayor/Chair

MINUTES
LA PUENTE CITY COUNCIL AND SUCCESSOR AGENCY
REGULAR MEETING OF
OCTOBER 11, 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.lapuente.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, October 11, 2022, at 7:00 p.m.

CALL TO ORDER

Mayor Pro Tem Munoz called the meeting to order at 7:02 p.m.

ROLL CALL

Members present: Munoz, Argudo, Mendoza, Quinones.

Members absent: Kinakis.

Staff members present: City Manager Bob Lindsey, Assistant City Attorney Susie Altamirano, City Clerk Sheryl Garcia, Director of Administrative Services Troy Grunklee, Director of Development Services John Di Mario, Director of Community Services Alexander Bauman, Finance Manager Alexander Merkel-Medina, Management Analyst Martha Torres, Management Assistant Cece Dunlap, Office Specialist Christine Soo, and Office Specialist Natalie Romo.

PLEDGE OF ALLEGIANCE

Council Member Quinones led the Pledge of Allegiance.

PRESENTATIONS

Management Analyst Torres and Director of Community Services Bauman presented Community Services Coordinator Angel Morales with an Employee Recognition Award for his 15 years of dedicated service and commitment to the City of La Puente.

Sergeant David Hernandez from the Los Angeles County Sheriff's Department reported on recent crimes in La Puente. He further announced that on October 20, 2022, the department would be providing a presentation regarding fentanyl awareness at La Puente High School at 6:00 p.m. and noted that the department was still working to acquire translation services for the event. Lastly, he also spoke regarding the Sunburst Youth Academy program that would take place on October 20, 2022.

Mayor Pro Tem Munoz requested the support of the City Council to allocate her discretionary funds to acquire translation services for the fentanyl awareness event.

Council Member Argudo requested clarification from the City Attorney regarding the process of approving the allocation as it was not itemized on the agenda. He inquired if it would require walking up the item, make a vote, and then consider the item. Assistant City Attorney Susie confirmed that the process he mentioned was correct and further asked Mayor Pro Tem Munoz to restate the item and to take a roll call vote for the record.

Mayor Pro Tem Munoz reinstated the allocation as a walk-on item to approve discretionary funds allocated from her account for the translation and interpretation services for the fentanyl presentation at La Puente High School.

A motion was made by Mayor Pro Tem Munoz, seconded by Council Member Argudo, to allocate up to $5,000 of Mayor Pro Tem Munoz's discretionary funds to fund the translation services for the fentanyl awareness presentation. The motion carried by the following roll call vote:

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

ORAL COMMUNICATIONS

Fernando Solis spoke regarding a contract with La Puente Live.

Ricardo Martinez expressed his concern for the dog park rules and regulations proposed in item E-5, Los Angeles City Council members, La Puente City Council members, and the $5,000 allocation to the Los Angeles Sheriff's Department for translation services.

Arturo Diaz spoke regarding the importance of Fair Political Practices in government and adequately using the term "re-elect" in campaign signage.

Joe Bautista spoke regarding an independent local news and journalism social media account.

Marty Paz thanked Community Services Coordinator Angel Morales for his service to the community. He further requested that the City Council meeting be adjourned in honor of Tony Anthony Monjas (a.k.a Sonny).

Frank Sanchez expressed concern about information circulated by candidates running for the La Puente City Council and comments made during oral communications.

Eli Tawil spoke regarding the operations and vendors of La Puente Live.

Anthony Orozco expressed his concern about the $5,000 allocation to the Los Angeles County Sheriff's Department to fund translation services.

Vanessa expressed her concern for the safety of her son that attends Nogales High School and deputy presence on school campus.

Frank M. spoke regarding candidates running for the La Puente City Council.

Raul spoke regarding candidates running for the La Puente City Council, and expenditures from the Los Angeles Sheriff's Department.

Betty spoke regarding candidates running for City Council.

Samuel spoke regarding a campaign flyer using the City Logo, and an Instagram account being used for campaign advertising.

Amadeo Rodriguez spoke regarding his candidacy for the La Puente City Council.

Jocelyn Jimenez submitted a written comment regarding candidates running for City Council.

BOARDS/COMMISSION/COMMITTEE REPORTS - None

A. MINUTES OF PREVIOUS CITY COUNCIL AND SUCCESSOR AGENCY MEETINGS – None

B. PUBLIC HEARINGS BEFORE THE CITY COUNCIL - None

C. UNFINISHED BUSINESS OF THE CITY COUNCIL

C-1 DISCUSSION AND DIRECTION REGARDING THE REPAINTING OF THE COURTYARD AT THE COMMUNITY CENTER AND REPLACEMENT OF SHADE AWNINGS

Assistant Planner Galvan provided several renditions of options for the repainting of the Community Center Courtyard.

Council Member Argudo recommended showcasing the City logo or City colors within the courtyard at the Community Center.

Council Member Quinones recommended selecting a neutral-colored courtyard so that it may be versatile for events that are hosted there.

Council Member Mendoza expressed her support for selecting the neutral color palette.

A motion was made by Council Member Argudo, seconded by council Member Quinones to adopt option one from the renditions provided. The motion carried by the following roll call vote:

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

D. CITY COUNCIL AND SUCCESSOR AGENCY CONSENT CALENDAR

Council Member Argudo pulled items D-5 and D-6 for further discussion.

A motion was made by Council Member Argudo, seconded by Mayor Pro Tem Munoz, to approve Consent Calendar Items D-1 through D-4. The motion carried by the following roll call vote:

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

D-1 CONSIDERATION OF A RESOLUTION APPROVING WARRANT REGISTER NO. 1539

Action Taken: The City Council and Successor Agency adopted Resolution No. 22-5754 approving Warrant Register No. 1539.

D-2 CONSIDERATION OF AWARD OF CONSTRUCTION CONTRACT TO CORRAL CONSTRUCTION & DEVELOPMENT, INC. FOR THE MIDDLE RESTROOM ADDITION IMPROVEMENTS AT LA PUENTE PARK IN THE AMOUNT OF $348,877.00

Action Taken: The City Council: (1) awarded the contract to Corral Construction & Development, Inc. in the amount of $348,877.00; and (2) authorized the City Manager to execute the Agreement and approve change orders up to 10% of the original bid amount.

D-3 CONSIDERATION OF ACCEPTANCE OF NOTICE OF COMPLETION FOR LA PUENTE PARK SOD INSTALLATION

Action Taken: The City Council: (1) accepted the project as complete; and (2) authorized the City Clerk to execute the Notice of Completion.

D-4 CONSIDERATION OF AWARD OF CONSTRUCTION A PURCHASE ORDER CONTRACT TO SPOHN RANCH, INC. FOR THE RESURFACING OF THE DANIEL C. HOLLOWAY BASKETBALL COURTS IN THE AMOUNT OF $25,270.50

Action Taken: The City Council: (1) awarded the purchase order contract to Spohn Ranch, Inc. in the amount of $ 25,270.50; and (3) authorized the City Manager to execute the contract and approve change orders up to 10% of the original bid amount.

D-5 CONSIDERATION OF A RESOLUTION RESCINDING RESOLUTION NO. 20-5586 AND ADOPTING AN AMENDED CONFLICT OF INTEREST CODE CONTAINING REVISED DESIGNATED POSITIONS AND DISCLOSURE CATEGORIES

Council Member Argudo pulled this item for further discussion.

Council Member Argudo requested clarification on the specific amendments being made to the conflict-of-interest code.

Director of Administrative Services Grunklee clarified that the City updates its Conflicts of Interest Code to reflect the City's creation of new positions, deletion of positions and changes in titles. He noted that the updated list would ensure the positions listed in the policy file Statements of Economic Interest (FPPC Form 700).

A motion was made by Council Member Argudo, seconded by Mayor Pro Tem Munoz to adopt Resolution No. 22-5755 rescinding Resolution No. 20-5586 and approving the City's amended Conflict of Interest Code. The motion carried by the following roll call vote:

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

D-6 CONSIDERATION OF PURCHASE ORDER CONTRACTS WITH MULTIPLE VENDORS FOR IMPROVEMENTS AT THE GRACE F. NAPOLITANO NATURE EDUCATION CENTER

Council Member Argudo pulled this item for further discussion. He further inquired regarding the procurement of the vendor contracts for the improvements at the Grace F. Napolitano Nature Education Center.

City Manager Lindsey noted discussion with Director of Development Services Di Mario regarding the park improvements. He further introduced discussion regarding a request from Council Member Quinones to expand the dog park area.

Council Member Argudo inquired if the expansion is an addition to cost that are not reflected in item D-6. City Manager Lindsey clarified that the costs were reflective of the expansion.

Assistant City Planner Galvan provided a rendition of the dog park expansion requested by Council Member Quinones at a previous City Council meeting.

Discussion ensued regarding the improvements at the Grace F. Napolitano Nature Education Center and the proposed mesh fabric for the fence surrounding the dog park. City Manager Lindsey proposed that Staff select higher quality and durable mesh fabric for the fence.

In response to an inquiry by Council Member Argudo regarding the procurement of vendors and public works contracts, Director of Development Services Di Mario provided clarification regarding the purchase order contracts and recommended approval of three vendors from the list: Resource Building Materials, Ewing, and Mark's Welding, with the removal of the following vendors: Site One, West Coast Turf, Bravo Signs, Fremontia Horticultual, and TLC Materials.

A motion was made by Council Member Argudo, seconded by Council Member Mendoza, to: (1) awarded purchase order contracts to: Resource Building Materials, Ewing, and Mark's Welding in the total amount of $80,775.54; and (2) authorized the City Manager to execute the contracts and approve change orders up to 10% of the original proposal amounts. The motion carried by the following roll call vote:

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

E. NEW BUSINESS TO BE CONSIDERED BY THE CITY COUNCIL

E-1 PRESENTATION OF MEASURE LP BUDGET REPORT FOR SEPTEMBER 2022

Director of Administrative Services Grunklee provided a report regarding the Measure LP Budget Report for September 2022.

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

E-2 UPDATE ON COMMUNITY SERVICES PROGRAMMING

Director of Community Services Bauman provided an update regarding the community services programming.

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

E-3 UPDATE, DISCUSSION AND DIRECTION REGARDING CURRENT AND UPCOMING PROJECTS AT LA PUENTE PARK

City Manager Lindsey provided a report regarding the upcoming projects at La Puente Park.

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

E-4 UPDATE, DISCUSSION, AND DIRECTION REGARDING CURRENT AND FUTURE PROGRAMMING OF THE LA PUENTE COMMUNITY FOUNDATION

Community Engagement Supervisor Hernandez provided an update on the snack bar renovations. He further communicated that sixteen-community services staff were trained and received their certifications in food handling.

Action Taken: The City Council discussed this item and provided any necessary direction to Staff.

E-5 INTRODUCTION AND CONSIDERATION OF AN ORDINANCE AMENDING CHAPTER 3.68 OF THE LA PUENTE MUNICIPAL CODE REGARDING PUBLIC PARKS AND FACILITIES AND CONSIDERATION OF RESOLUTIONS TO UPDATE RULES AND REGULATIONS GOVERNING THE USE AND OPERATION OF CITY PARKS, RECREATIONAL AREAS AND DOG PARKS

Director of Community Services Bauman provided a report regarding the updating of the rules and regulations at City parks, recreational areas, and dog parks.

Council Member Argudo spoke regarding the rules and regulations that were recommended by the ad hoc committee. He further expressed concern for a rule at the dog park that restricts dogs that are not neutered or spayed from entering the area. He requested that the provision be removed from the proposed ordinance. He further inquired if the dog park at the Grace F. Napolitano Nature and Education Center conflict with the requirements of the grant for the educational center.

Assistant City Attorney Altamirano stated that based on discussions with the city attorney, there are no conflicts with the implementation of the dog park as it does qualify as an educational component.

City Manager Lindsey noted that the provision was recommended upon reviewing common dog park regulations from surrounding cities.

A motion was made by Council Member Argudo, seconded by Council Member Quinones, to: (1) waive the reading of Ordinance No. 22-979 and read by title only; (2) introduce Ordinance No. 22-979 Amending Chapter 3.68 of the La Puente City Municipal Code Regarding Public Parks and Facilities; (3) adopt Resolution No. 22-5756 to update rules and regulations governing the use and operation of city parks and recreational areas; and (4) adopt Resolution No. 22-5757 to implement the rules governing dog parks with the amendment of allowing non-spayed and non-neutered dogs to enter the dog park. The motion carried by the following roll call vote:

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

E-6 CONSIDERATION OF A USE AND FORBEARANCE AGREEMENT BETWEEN THE EAST SAN GABRIEL VALLEY COALITION FOR THE HOMELESS (ESGVCH) AND THE CITY

The Community Safety and Welfare ad hoc committee provided background and report regarding the agreement being considered between the East San Gabriel Valley Coalition for the Homeless (ESGVCH) and the City.

Community Resource Technician Kimberly Cardona shared that the partnership with ESGVCH has complimented the P.R.O.S. Team's work with the community by providing hotel vouchers and developing plans to help individuals find housing. She further shared that the City is providing employment through the workforce development and beautification program.

The P.R.O.S. Team provided a presentation regarding the 2022 La Puente Homeless Count.

A motion was made by Council Member Argudo, seconded by Council Member Mendoza, to: (1) approve the agreement between the East San Gabriel Valley Coalition for the Homeless and the City; and (2) authorize the City Manager to execute the agreement on behalf of the City. The motion carried by the following roll call vote:

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

E-7 UPDATE, DISCUSSION AND DIRECTION REGARDING WATER FILTRATION SYSTEMS AT LA PUENTE PARK (COUNCIL MEMBER ARGUDO)

Council Member Argudo introduced discussion and provided an update regarding the water filtration systems at La Puente Park. He further inquired if the cost of the filtration system would be above the City Manager spending authority. City Manager Lindsey stated that the cost is not above his spending authority.

Discussion ensued regarding the quality of water in the City of La Puente.

Mayor Pro Tem Munoz restated that the water within the City of La Puente is safe to drink and emphasized the importance of maintaining the water filtrations that will soon be installed.

AD HOC COMMITTEE REPORTS

Code Enforcement: Nothing to report.

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

Comprehensive Fee Schedule: Nothing to report.

Park Ordinance Oversight: Nothing to report.

Project LEAD: Nothing to report.

Community Safety and Welfare: Nothing to report.

Homeless Oversight: Nothing to report.

LPQT Action Committee: Council Member Quinones reminded the public and City Council of the LPQT Queer and Trans Webinar to be hosted on October 12, 2022 and October 14, 2022. He further reported efforts from the ad hoc committee to partner with Board Supervisor Hilda Solis' office and surrounding cities to provide more resources for the LGBTQ+ community.

Adaptive Sports League and Enrichment Programs Oversight Committee: Nothing to report.

AB 1234 REPORTS - None

ORAL COMMENTS FROM COUNCIL

Council Member Argudo spoke regarding water filtrations systems at the La Puente City Park. He further stated that he had not engaged in any smear campaign activity towards incumbents running for La Puente City Council and disclosed that he had been providing resources to candidate Amadeo Rodriguez.

Council Member Quinones addressed comments and concerns voiced during oral communications. He further voiced his support of the $5,000 allocation from Mayor Pro Tem Munoz for the fentanyl awareness presentation at La Puente High School.

Mayor Pro Tem Munoz stated that the City of La Puente is all inclusive community and noted that any policies created by the City Council is a policy for all the community. She further spoke regarding the programming implemented within the City that promotes safety and inclusivity.

ORAL COMMENTS FROM STAFF- None

ADJOURNMENT

There being no further business before the City Council, Mayor Klinakis adjourned the meeting at in memory and honor of Anthony Monges (a.k.a. Sonny) at 10:01 p.m.

Approved this 15th day of November, 2022.

Sheryl Garcia City Clerk	Charlie Klinakis Mayor/Chair

RESOLUTION NO. 22-5758

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA PUENTE ALLOWING CERTAIN CLAIMS AND DEMANDS IN THE AMOUNT $441,257.99 (WARRANT REGISTER 1540)

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

_____
Bob Lindsey, City Manager

EXAMINED

_____
Troy Grunklee, CPA
Director of Administrative Services

SECTION 2: That the following claims and demands numbered 8631 through 8718 ACH(s) numbered 447 through 455, and Draft numbered 01790 except for voided warrants 8641 and 8715 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 15th day of November 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 10/6/2022 - 10/14/2022

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
447	10/7/2022	ALTALANG	ALTA LANGUAGE SERVICES, INC.		1,179.25
	IN614134	09/27 SPANISH REMOTE INTERPRETATION		100-1120-53111	926.25
	IS614912	BILINGUAL TESTING		100-1135-53406	253.00
448	10/7/2022	GLOURB	GLOBAL URBAN STRATEGIES, INC		8,000.00
	236	ONLINE SURVEY		263-3320-53416	4,000.00
	237	WEBSITE TRAINING		263-3320-53416	4,000.00
449	10/7/2022	LANWEST	LANDSCAPE WEST MANAGEMENT SERVICES INC		8,305.96
	10677	09/22 SR CTR LANDSCAPE SVC		100-4130-53814	176.91
	10677	09/22 MEDIANS LANDSCAPE SVC		200-3120-53814	5,679.18
	10677	09/22 ELLIOT PLACE TR LANDSCAPE SVC		200-3120-53814	265.15
	10677	09/22 CH LANDSCAPE SVC		285-3330-53814	2,184.72
450	10/7/2022	LEA360	LEAR360		4,415.52
	INV-2021000182	07-09/22 OFFICE 365 QTRLY BILING		550-6100-53017	4,415.52
451	10/7/2022	MARTOR	MARTHA TORRES		20.00
	INV0007988	REIMB-GIFT CARDS		100-1135-53976	20.00
452	10/7/2022	TANKO	TANKO LIGHTING		8,536.00
	68458	POLE REPLACEMENT-SAN JOSE		285-3330-53111	8,536.00
453	10/14/2022	ENTFMT	ENTERPRISE FM TRUST		10,584.86
	FBN4565490	10/22 VEHICLE MTCE		555-3150-53812	1,200.61
	FBN4565490	10/22 VEHICLE LEASE		555-3150-53912	9,384.25
454	10/14/2022	GLOURB	GLOBAL URBAN STRATEGIES, INC		16,000.00
	234	SOCIAL MEDIA CONTRACT SVC		263-3320-53416	16,000.00
455	10/14/2022	THYSSE	TK ELEVATOR		486.92
	3006869889	10-12/22 CC ELEVATOR MTCE		285-3330-53813	486.92
8631	10/7/2022	AIRGAS	AIRGAS USA LLC		84.68
	9130066222	CARBON DIOXIDE		100-3330-53011	84.68
8632	10/7/2022	AMABUS	AMAZON CAPITAL SERVICES INC		813.10
	14T4-MJ4L-9LX1	ORGANIZERS		100-1130-53011	24.07
	14T4-MJ4L-9LX1	ORGANIZERS		100-3300-53011	72.01
	1NNR-MQ31-G6WP	DIA DE LOS MUERTOS SUPPLIES		100-4140-53979	160.44
	1YD7-RGCD-FDFY	TONERS		550-6100-53018	556.58
8633	10/7/2022	CAMPAM	AMERICAN CAMPERS		2,540.38
	6994	AC VEH LIGHT REPAIR		555-3150-53812	596.91
	6995	AC VEH LIGHT REPAIR		555-3150-53812	975.36
	6996	AC VEHICLE LIGHT REPAIR		555-3150-53812	968.11
8634	10/7/2022	ANTSEN	ANTHONY SENA		125.64
	INV0007991	BOOT REIM-SENA		100-3330-53015	125.64
8635	10/7/2022	ANTINC	ANTROPY, INC		225.00
	8606	FIREWALL SUPPORT SVC		550-6100-53017	225.00
8636	10/7/2022	ATT	AT&T		422.26
	000018834923	08/28-09/27 PHONE - SR CENTER 911 LINE		100-4130-53715	69.58
	000018834924	08/28-09/27 PHONE-MTCE YARD ALARM		285-3330-53715	23.20
	000018834925	08/28-09/27 PHONE-CH FAX LINE		100-1150-53715	78.63

Payment Number	Payment Date / Payable Number	Vendor # / Description	Vendor Name	Account Number	Payment Amount / Item Amount
	000018834926	08/28-09/27 PHONE-CH LINE		100-1150-53715	250.85
8637	10/7/2022	B2PRIN	B2 PRINT		201.50
	0011731	BUSINESS CARDS-DIMARIO		100-3300-53011	153.00
	0011735	BUSINESS CARDS-PITONES/CODE ENF		100-2130-53411	48.50
8638	10/7/2022	BRATOW	BRAVO'S TOWING		245.00
	002547	TOWING SVC		555-3150-53812	245.00
8639	10/7/2022	CASCAR	CARLOS CASTRO		115.00
	INV0007990	REFUND-ANIMAL CIT#LPA200728		100-43130	115.00
8640	10/7/2022	CBEEQU	CELL BUSINESS EQUIPMENT		1,276.51
	5022005866	10/11-11/10 FACILITY COPIER		100-1150-53911	1,276.51
8642	10/7/2022	CINTA	CINTAS CORPORATION #693		98.65
	4132871905	CH MAT RENTAL		100-1150-53813	98.65
8643	10/7/2022	CONCEN	CONCENTRA		565.00
	76797502	PRE EMPLOYMENT PHYSICAL		100-1135-53406	113.00
	76797502	PRE EMPLOYMENT PHYSICAL		263-3320-53406	452.00
8644	10/7/2022	DOUASS	DOUMANIAN & ASSOCIATES		46,139.80
	30822	11/21 LEGAL-LEWIS VS CITY OF LP		100-1110-53114	46,139.80
8645	10/7/2022	SAMSAR	DR. SAMIR SARGIOS DVM		5,000.00
	007	09/22 VIDA MONTHLY RENT		263-3320-53111	5,000.00
8646	10/7/2022	EDISON	EDISON CO		52,433.25
	INV0007967	05/03-08/30 ELEC - CITY HALL		100-1150-53712	9,882.74
	INV0007968	05/03-08/30 ELEC - VARIOUS		200-3120-53713	1,434.18
	INV0007969	05/03-08/30 ELEC - TRAFFIC CONTROL		200-3120-53713	1,431.78
	INV0007970	05/03-08/30 ELEC - PARK SERVICES		285-3330-53712	1,073.37
	INV0007971	05/03-08/30 ELEC - COMM CENTER		100-4100-53712	10,581.96
	INV0007972	05/03-08/30 ELEC - SENIOR CTR		100-4130-53712	5,677.39
	INV0007973	08/26-09/26 ELEC - YLAC		100-4110-53712	8,974.63
	INV0007974	08/26-09/26 ELEC - 15612 TEMPLE AVE		285-3330-53712	10,015.67
	INV0007975	08/26-09/26 ELEC - 15614 TEMPLE AVE		285-3330-53712	2,789.28
	INV0007976	08/08-09/18 ELEC - VARIOUS		200-3120-53713	414.63
	INV0007977	08/18-09/18 ELEC - 14746 TEMPLE AVE		200-3120-53713	21.09
	INV0007978	08/26-09/26 ELEC - 14416 AMAR RD TC1		200-3120-53713	61.72
	INV0007979	08/08-09/20 ELEC - 13798 TEMPLE AVE		200-3120-53713	74.81
8647	10/7/2022	EXTOFF	EXTENDED OFFICE SOLUTIONS INC		653.32
	INV0007986	10/22 PHONE SVC		100-1150-53715	653.32
8648	10/7/2022	FRANKL	FRANKLIN AIR CONDITIONING &		210.00
	51188	CH A/C SVC		100-1150-53811	210.00
8649	10/7/2022	HMEDEP	HOME DEPOT CRC		3,169.65
	2012063	FOLD IN TABLES		100-3330-53012	206.89
	3011853	MTCE YARD CODE OFFICE SUPPLIES		100-2110-53012	692.65
	30146	STRAP		100-1150-53813	47.04
	4021433	MTCE YARD CODE OFFICE SUPPLIES		100-3100-53012	81.01
	44452	WALL PLATE, BASE BOARD		100-3100-53012	102.82
	5043230	LP PARK TOOLS		100-3100-53012	591.28
	5043231	MTCE CODE OFFICE SUPPLIES		100-2110-53012	1,640.74
	5180570	MTCE YARD CODE OFFICE SUPPLIES		100-2110-53012	-42.29
	5201628	BRAKETS		100-2110-53012	-961.18
	5354844	VENT-CODE OFFICE		100-2110-53012	44.93
	6044040	MTCE SUPPLIES		100-3330-53813	421.23
	8011938	MTCE SUPPLIES		100-3100-53012	344.53

Payment Number	Payment Date / Payable Number	Vendor # / Description	Vendor Name	Account Number	Payment Amount / Item Amount
8650	10/7/2022	JCLBAR	JCL TRAFFIC		1,178.29
	116290	NO PARKING SIGNS		200-3120-53821	751.62
	116420	REGULATORY SIGNS		200-3120-53821	426.67
8651	10/7/2022	LACRDD	LA CO DEPT PUBLIC WORKS		18,464.00
	DI230000009	FY 22/23 CIMP IMPLEMENTATION		284-3100-53111	18,464.00
8652	10/7/2022	LPVCWD	LA PUENTE VALLEY CO WATER		9,388.23
	INV0007980	07/18-09/16 WTR - SR CENTER		100-4130-53714	313.68
	INV0007981	07/18-09/18 WTR-TEMPLE AVE PARK		285-3330-53714	8,885.27
	INV0007982	07/18-09/16 WTR-120 S FIRST ST		200-3120-53714	189.28
8653	10/7/2022	MANCIL	MANCILLA'S QUALITY PRINTING LLC		1,066.53
	15203	SRLA - Resident Notifications		100-4140-53415	1,066.53
8654	10/7/2022	PETDOC	PET DOCTORS OF INDUSTRY		1,061.00
	73553	08/21 VET SERVICES		100-2130-53111	100.00
	81870	06/22 VET SERVICES		100-2130-53111	173.00
	81970	06/22 VET SERVICES		100-2130-53111	50.00
	82096	06/22 VET SERVICES		100-2130-53111	50.00
	83126	07/22 VET SERVICES		100-2130-53111	285.00
	83414	08/22 VET SERVICES		100-2130-53111	50.00
	83508	08/22 VET SERVICES		100-2130-53111	74.00
	83554	08/12 VET SERVICES		100-2130-53111	50.00
	83738	08/22 VET SERVICES		100-2130-53111	50.00
	83791	08/22 VET SERVICES		100-2130-53111	179.00
8655	10/7/2022	LAPUPC	PETTY CASH		85.46
	INV0007992	TABLE COVER CLEANING-MORALES		100-4100-53012	38.10
	INV0007992	COFFEE SUPPLIES-MORALES		600-20250	18.78
	INV0007992	TEEN VOICE LUNCH-MORALES		600-20250	28.58
8656	10/7/2022	QUAD	QUADIENT		3,083.42
	INV0007989	CH POSTAGE		100-1150-53811	3,083.42
8657	10/7/2022	QUINMO	QUINTIN'S MOBIL		169.04
	1018041	FUEL		555-3150-53014	169.04
8658	10/7/2022	SITEON	SITEONE LANDSCAPE SUPPLY, LLC		6,045.77
	122916476-001	IRRIGATION SUPPLIES		285-3330-53822	876.66
	123190141-001	IRRIGATION SUPPLIES		285-3330-53822	2,214.80
	123279312-001	IRRIGATION SUPPLIES		285-3330-53822	197.06
	123280144-001	TREE STAKES		285-3330-53822	113.67
	123398132-001	IRRIGATION SUPPLIES		285-3330-53822	54.68
	123456454-001	IRRIGATION SUPPLIES		285-3330-53822	345.29
	123495163-001	IRRIGATION SUPPLIES		285-3330-53822	107.73
	123591136-001	IRRIGATION SUPPLIES		285-3330-53822	78.73
	123606488-001	MARKING PAINT		285-3330-53822	482.29
	123648846-001	IRRIGATION SUPPLIES		285-3330-53822	1,352.86
	123649616-001	PVC PIPE		285-3330-53822	-372.26
	123734416-001	IRRIGATION SUPPLIES		285-3330-53822	222.76
	123811097-001	IRRIGATION SUPPLIES		285-3330-53822	371.50
8659	10/7/2022	SOUCAL	SOUTHERN CALIFORNIA NEWS GROUP		1,674.55
	A4D6F5A3-0011	AD-BID # 22-559 IMPROV AT 8 CROSSWALKS		203-5586-59210	706.70
	A4D6F5A3-0012	AD-BID #22-558 MIDDLE RESTROOM		285-3330-53111	356.61
	A4D6F5A3-0014	AD-TPM# 83479/ SPDR# 21-49		100-3300-53411	611.24
8660	10/7/2022	SOUTIR	SOUTHERN TIRE MART		427.00
	7070009144	NEW TIRE MTCE		555-3150-53812	427.00
8661	10/7/2022	SUNBELT	SUNBELT RENTALS, INC.		5,829.48
	121675477-0008	TRENCHER RENTAL		285-3330-53822	573.53

Payment Number	Payment Date / Payable Number	Vendor # / Description	Vendor Name	Account Number	Payment Amount / Item Amount
	128396178-0001	CORE DRILL TRAILER RENTAL		285-3330-53822	2,603.07
	130695095-0001	TANDEM AXLE TILT TRAILER		285-3330-53822	79.76
	130695095-0003	SOD CUTTER 18' RENTAL		285-3330-53822	942.50
	130695095-002	RIDE ON ROLLER RENTAL 36"		285-3330-53822	1,630.62
8662	10/7/2022	SWAMOP	SWANK MOTION PICTURES INC.		495.00
	RG 3260866	MOVIES IN THE PARK		263-3320-53111	495.00
8663	10/7/2022	TCFNAT	THE HUNTINGTON NATIONAL BANK		1,512.00
	7938239	TORO REELMASTER LEASE		285-3330-53911	1,512.00
8664	10/7/2022	TMOBILE	T-MOBILE		1,117.49
	INV0007985	08/21-09/20 PHONE-MTCE WIRELESS SVC		100-3100-53715	1,117.49
8665	10/7/2022	TMOBILE	T-MOBILE		225.20
	INV0007984	08/21-09/20 PHONE-SAFETY WIRELESS SVC		100-2100-53715	197.05
	INV0007984	08/21-09/20 PHONE-SAFETY WIRELESS SVC		100-2110-53715	28.15
8666	10/7/2022	TMOBILE	T-MOBILE		300.29
	INV0007983	08/21-09/20 PHONE-CE WIRELESS SVC		100-2110-53715	300.29
8667	10/7/2022	UNREN	UNITED RENTALS		6,286.89
	208742444-001	LIGHT TOWER RENTAL		285-3330-53822	2,202.86
	210688076-001	TRAILER RENTAL		285-3330-53822	890.25
	210699856-001	SKID STEER LOADER RENTAL		285-3330-53822	3,193.78
8668	10/7/2022	VOLDEF	VOLUNTEERS IN DEFENSE OF ANIMALS		2,410.00
	INV0007987	06/22 ANIMAL SHELTER SVC		100-2130-53111	2,410.00
8669	10/7/2022	WILENG	WILLDAN ENGINEERING		6,722.50
	003-36674	08/22 LP COMMUNITY PARKING LOT		280-5606-59210	6,722.50
8670	10/14/2022	AMABUS	AMAZON CAPITAL SERVICES INC		1,575.02
	13Y3-6H96-6G33	COUNCIL CHAMBERS-SUPPLIES		100-1150-53011	102.48
	1H7C-MPJH-TMGV	OFFICE SUPPLIES		100-1150-53011	191.24
	1VQF-TTJ9-7P4P	LAPTOP MEMORY		550-6100-53018	1,281.30
8671	10/14/2022	GONANA	ANAHY GONZALEZ		37.00
	INV0008000	PRE EMPLOYMENT LIVESCAN REIM-GONZALEZ		100-1135-53406	37.00
8672	10/14/2022	AZ DESIGN	AZ DESIGNS		397.49
	INV0007997	UNIFORM-BEAUTIFICATION		263-3320-53012	397.49
8673	10/14/2022	B2PRIN	B2 PRINT		399.50
	0011678	BUSINESS CARDS		263-3320-53011	274.00
	0011695	BUSINESS CARDS		100-2110-53011	41.83
	0011695	BUSINESS CARDS		100-2110-53011	41.83
	0011695	BUSINESS CARDS		100-3320-53976	41.84
8674	10/14/2022	BLAWAT	BLACKWATER SECURITY		13,603.33
	1902-549	10/22 PARK SECURITY SVC		100-2110-53111	13,603.33
8675	10/14/2022	BRATOW	BRAVO'S TOWING		245.00
	002540	TOWING SVC		555-3150-53812	245.00
8676	10/14/2022	CABUST	CALIFORNIA BUILDING STANDARDS		256.14
	INV0008003	07-09/22 BLDG REV FUND		100-48900	-28.46
	INV0008003	07-09/22 BLDG REV FUND		600-47441	284.60
8677	10/14/2022	CHP	CALIFORNIA HIGHWAY PATROL		9,522.14
	R22-525-0004	July3rd - CHP Traffic Control		100-4140-53979	9,522.14
8678	10/14/2022	CBEEQU	CELL BUSINESS EQUIPMENT		435.03
	77833729	10/22 CH COPIER LEASE		100-1150-53911	435.03

Payment Number	Payment Date / Payable Number	Vendor # / Description	Vendor Name	Account Number	Payment Amount / Item Amount
8679	10/14/2022	CINTA	CINTAS CORPORATION #693		1,369.42
	8405907722-1	FIRST AID RESTOCK-ALL FACILITIES		100-1150-53011	1,369.42
8680	10/14/2022	CONCEN	CONCENTRA		449.00
	76879737	PRE EMPLOYMENT PHYSICAL		100-1135-53406	226.00
	76879737	PRE EMPLOYMENT PHYSICAL		263-3320-53406	223.00
8681	10/14/2022	CROWN	CROWN GRAPHICS		919.25
	51657	CITY VEHICLE DECALS		555-3150-53812	919.25
8682	10/14/2022	DANCAR	DANIEL E CARLIN		35.00
	INV0007999	PRE EMPLOYMENT LIVESCAN REIM-CARLIN		263-3320-53406	35.00
8683	10/14/2022	DAROLI	DAPEER, ROSENBLIT & LITVAK, LLP		112.50
	20648	08/22 LEGAL SVC-CODE ENF		100-2110-53114	112.50
8684	10/14/2022	DEKRA	DEKRA-LITE		141.65
	ARINV017687	MILITARY BANNER-PULIDO		100-48140	141.65
8685	10/14/2022	DEPTC	DEPT OF CONSERVATION		650.23
	INV0008004	07-09/22 SMIP FEES		100-48900	-34.22
	INV0008004	07-09/22 SMIP FEES		600-47440	684.45
8686	10/14/2022	DEPTJ	DEPT OF JUSTICE-BUREAU		672.00
	610340	FINGERPRINT SVC		100-1135-53406	480.00
	610340	FINGERPRINT SVC		263-3320-53406	192.00
8687	10/14/2022	EDISON	EDISON CO		19,377.86
	INV0008008	09/01-09/30 ELEC-VARIOUS		200-3120-53713	14,986.87
	INV0008009	09/01-09/30 ELEC-ST LIGHT LS-2		285-3330-53712	3,109.89
	INV0008010	09/01-9/30 ELECT-ST LIGHT LS-1/OPTION E		285-3330-53712	1,179.93
	INV0008011	09/01-09/30 ELEC-15250 TEMPLE		200-3120-53713	8.10
	INV0008012	09/01-09/30 ELEC-14951 NELSON		200-3120-53713	53.22
	INV0008013	07/20-08/17 ELEC-16159 TEMPLE		200-3120-53713	39.85
8688	10/14/2022	FLOESP	ESPERANZA FLORES		1,330.00
	INV0008006	08-09/22 BALLET FOLK CLASS PYMT		100-4100-53111	1,330.00
8689	10/14/2022	EWIIRR	EWING IRRIGATION PRODUCTS INC.		401.31
	17832011	IRRIGATION SUPPLIES		285-3330-53822	401.31
8690	10/14/2022	EXPERI	EXPERIAN		27.00
	CD2306003733	09/22 CREDIT REPORT SVC		100-3320-53111	27.00
8691	10/14/2022	FRAEXO	FRANCISCO'S EXOTIC DECO INC.		2,871.00
	4969	SOCCER LEAGUE UNIFORMS		100-4110-53980	2,871.00
8692	10/14/2022	VERIC	FRONTIER COMMUNICATIONS		113.92
	INV0007996	08/07-09/06 PHONE-SR CTR ALARM		100-4130-53715	113.92
8693	10/14/2022	GARDA	GARDAWORLD		516.43
	10711814	10/22 ARMORED TRANS SVC		100-1130-53111	516.43
8694	10/14/2022	RUBGIS	GISELA RUBIO-LOPEZ		196.95
	INV0007993	ICSC CONFERENCE REIM RUBIO-LOPEZ		100-3300-53972	196.95
8695	10/14/2022	GUEJC	GUERREROS ATHLETIC FOUNDATION		1,484.00
	INV0008007	09/22 JUDO CLASS PYMT		100-4100-53111	1,484.00
8696	10/14/2022	HADDIC	HADDICK'S TOWING & TRANSPORT INC		1,065.00
	245813	TOWING-CODE VEH		555-3150-53812	1,065.00
8697	10/14/2022	ITSGAS	IT'S A GAS, INC		2,433.55
	123888	Dia De Los Muretos 2022 - Balloons		100-4140-53979	2,433.55

Payment Number	Payment Date / Payable Number	Vendor # / Description	Vendor Name	Account Number	Payment Amount / Item Amount
8698	10/14/2022	DIMJOH	JOHN DIMARIO		262.83
	INV0007994	ICSC CONF REIMBURSEMENT-DIMARIO		100-3300-53972	262.83
8699	10/14/2022	JOSREY	JOSE REYES		402.10
	INV0008016	09/16-30 SHOPPING CART MILEAGE REIM-REYES		555-3150-53014	402.10
8700	10/14/2022	LPSOFT	LA PUENTE SOFTBALL		3,249.29
	INV0008023	SOFTBALL-USA SOFTBALL APPS		263-3320-53993	3,249.29
8701	10/14/2022	ODELIN	LINDA ODEGAARD		215.80
	INV0007995	09-11 KNITTING CLASS PYMT		100-4100-53111	215.80
8702	10/14/2022	MANCIL	MANCILLA'S QUALITY PRINTING LLC		2,380.40
	15207	FORMS-CODE ENF		100-2110-53411	1,529.95
	15207	FORMS-ANIMAL CONTRO		100-2130-53411	691.50
	15216	RETURN ENVELOPES		100-2110-53411	158.95
8703	10/14/2022	GARMAA	MARIO A GARCIA		37.00
	INV0008001	PRE EMPLOYMENT LIVESCAN REIM-GARCIA		100-1135-53406	37.00
8704	10/14/2022	MARK	MARK'S WELDING SERVICE		15,000.00
	16	NATURE PARK FENCING		263-5610-59300	15,000.00
8705	10/14/2022	MARROY	MARTY G ROYBAL		35.00
	INV0008002	PRE EMPLOYMENT EMPLOYMENT REIM-ROYBAL		263-3320-53406	35.00
8706	10/14/2022	QUINMO	QUINTIN'S MOBIL		126.05
	1019983	FUEL		555-3150-53014	126.05
8707	10/14/2022	ROCROS	ROCIO ROSILLO		1,085.60
	INV0008015	C&D DEPOSIT REFUND-ROSILLO		600-23280	1,085.60
8708	10/14/2022	SGVEP	S.G.V. ECONOMC PRTNRSHP		250.00
	INV0008014	2022 SGV HOUSING SUMMIT CONF-TELLEZ		100-3300-53972	125.00
	INV0008014	2022 SGV HOUSING SUMMIT CONF-LOPEZ RUBIO		100-3320-53972	125.00
8709	10/14/2022	SAFSIG	SAFEWAY SIGN CO		985.12
	53638	ST SIGNS		200-3120-53821	985.12
8710	10/14/2022	PRESAM	SAMSON PREBOT		37.00
	INV0007998	PRE EMPLOYMENT LIVESCAN REIM-PREBOT		263-3320-53406	37.00
8711	10/14/2022	SCMAFI	SOUTHERN CALIF MUNICIPAL		292.10
	89582	05-08/22 SUMMER CLASS INSURANCE		100-4100-53111	292.10
8712	10/14/2022	TERMI	TERMINIX PROCESSING CENTER		90.00
	424601678	09/08 SR CENTER PEST CONTROL		100-4130-53813	90.00
8713	10/14/2022	INCODE	TYLER TECHNOLOGIES, INC.		1,000.00
	025-397263	BUSINESS LICENSE UPGRADE		550-6100-53017	1,000.00
8714	10/14/2022	CALCARD	US Bank CalCard		10,963.89
	INV0008018	NEWSLETTER LUNCH MTG		100-1110-53972	38.83
	INV0008018	LUNCH MTG		100-1110-53972	34.72
	INV0008018	LUNCH MTG		100-1110-53972	105.04
	INV0008018	LUNCH MTG		100-1110-53972	24.83
	INV0008018	DIRECTORS LUNCH MTG		100-1110-53972	50.69
	INV0008018	CODE ENF LUNCH MTG		100-1110-53972	78.10
	INV0008018	LUNCH MTG		100-1110-53972	44.99
	INV0008018	BACKGROUND SVC		100-1135-53406	16.95
	INV0008018	VESTA AT & T		100-2130-53011	40.53
	INV0008018	VESTA AT & T		100-2130-53011	40.53
	INV0008018	FLOWER SEEDS		285-3330-53814	42.75
	INV0008018	FUEL		555-3150-53014	35.88
	INV0008018	FUEL		555-3150-53014	106.09

Payment Number	Payment Date / Payable Number	Vendor # / Description	Vendor Name	Account Number	Payment Amount / Item Amount
	INV0008018	FUEL		555-3150-53014	56.54
	INV0008018	FUEL		555-3150-53014	83.58
	INV0008018	FUEL		555-3150-53014	104.06
	INV0008018	FUEL		555-3150-53014	104.10
	INV0008018	FUEL		555-3150-53014	54.57
	INV0008018	CAR WASH		555-3150-53812	39.99
	INV0008019	OFFICE SUPPLIES		100-4100-53011	298.17
	INV0008019	BALLOT BOX		100-4100-53012	203.42
	INV0008019	PARK PROJ BANNERS		100-4110-53976	118.75
	INV0008019	LANYARDS		100-4110-53980	58.94
	INV0008019	SPORT SUPPLIES		100-4110-53980	271.23
	INV0008019	SPORT SUPPLIES		100-4110-53980	480.39
	INV0008019	HOLIDAY MAIN ST LIGHTS		100-4140-53979	228.95
	INV0008019	BASKETBALL LEAGUE SUPPLIES		100-4140-53993	70.00
	INV0008019	FOOTBALL TEEN VOICE SUPPLIES		600-20250	200.52
	INV0008019	BASEBALL TOURNAMENT SUPPLIES		600-20250	208.71
	INV0008020	EMPLOYEE LUNCHEON SUPPLIES		100-1135-53976	654.77
	INV0008020	APA CONFERENCE-ASSOC. PLANNER		100-3300-53971	675.00
	INV0008020	ICSC CONF-RUBIO LOPEZ		100-3300-53972	202.87
	INV0008020	ICSC CONFERENCE REGISTRATION-RUBIO LOPEZ		100-3300-53972	425.00
	INV0008020	PRINTERS (2)		100-3300-53996	615.98
	INV0008021	REORG GIFT		100-1100-53976	68.54
	INV0008021	ALARM VENDOR LUNCH MTG		100-1110-53972	64.73
	INV0008021	COUNCIL REORG SUPPLIES		100-1120-53976	86.87
	INV0008021	GO TO WEBINAR		550-6100-53017	63.00
	INV0008022	LUNCH MTG-CODE ENF		100-1110-53972	217.00
	INV0008022	IBC-LINDSEY		100-1110-53972	50.00
	INV0008022	IBC-DIMARIO		100-1130-53972	50.00
	INV0008022	IBC-GRUNKLEE		100-1130-53972	50.00
	INV0008022	ID BADGE		100-1135-53011	3.74
	INV0008022	ID BADGE CREDIT		100-1135-53011	-3.74
	INV0008022	LABOR LAW POSTERS		100-1135-53011	80.49
	INV0008022	LABOR LAW POSTERS		100-1135-53011	80.49
	INV0008022	EMPLOYEE ID SUBSCRIPTION		100-1135-53971	39.95
	INV0008022	EMPLOYEE AWARDS		100-1135-53976	259.60
	INV0008022	CREDIT		100-1135-53976	-31.90
	INV0008022	ADJ		100-1150-53011	15.25
	INV0008022	CALACT MEMBERSHIP 22/23		100-3300-53971	560.00
	INV0008022	CALACT CREDIT		100-3300-53971	-373.33
	INV0008022	SNACK BAR TRIANING		100-48900	118.15
	INV0008022	WATER-BEAUTIFICATION		263-3320-53011	30.30
	INV0008022	ADOBE		550-6100-53017	1,005.91
	INV0008022	REMARKABLES (3)		550-6100-53017	23.97
	INV0008022	ADOBE SUBSCRIPTION		550-6100-53017	2,039.28
	INV0008022	HELPDESK LICENSE		550-6100-53017	120.00
	INV0008022	SERVER ROOM RACK REPLACEMENT		550-6100-53018	530.12
8716	10/14/2022	WESWHI	WESTBERG + WHITE, INC.		11,800.00
	22010-02	LP PARK MIDDLE RESTROOM-DESIGN SVC		280-5606-59210	11,800.00
8717	10/14/2022	WILENG	WILLDAN ENGINEERING		69,269.70
	002-27426	09/22 BLDG AND SAFETY SVC		100-3310-53111	69,073.58
	00624054	08/22 HSIP CYCLE 8 PH II		203-5586-59210	196.12
8718	10/14/2022	FOUN	WORLD SPACE FOUNDATION		4,250.00
	2022.10.08-1	ASTROMONY NIGHTS AND WORLD SPACE EXPEDITIONS		263-3320-53111	4,250.00
DFT0001790	10/7/2022	GLOURB	GLOBAL URBAN STRATEGIES, INC		19,500.00
	239	BRIDGE MAGAZINE PRINTING		263-3320-53111	19,500.00
				Grand Total:	**441,257.99**

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL FUND	213,535.85
200 - GAS TAX FUND	26,823.27
203 - MEASURE M FUND	902.82
263 - AMERICAN RESCUE PLAN ACT FUND	73,170.08
280 - MISCELLANEOUS GRANTS FUND	18,522.50
284 - MEASURE W	18,464.00
285 - LIGHTING & LANDSCAPE MAINTENANCE	58,759.06
550 - EQUIPMENT REPLACEMENT FUND	11,260.68
555 - VEHICLE MAINTENANCE & REPLACEMENT FUND	17,308.49
600 - SPECIAL DEPOSIT FUND	2,511.24
Grand Total:	**441,257.99**

Account Summary

Account Number	Account Name	Payment Amount
100-1100-53976	Special Departmental	68.54
100-1110-53114	Legal Services - General	46,139.80
100-1110-53972	Conferences & Meetings	708.93
100-1120-53111	Contract Services - Private	926.25
100-1120-53976	Special Departmental	86.87
100-1130-53011	Operating Supplies	24.07
100-1130-53111	Contract Services - Private	516.43
100-1130-53972	Conferences & Meetings	100.00
100-1135-53011	Operating Supplies	160.98
100-1135-53406	Recruitment Expenses	1,162.95
100-1135-53971	Dues & Memberships	39.95
100-1135-53976	Special Departmental	902.47
100-1150-53011	Operating Supplies	1,678.39
100-1150-53712	Utility - Electricity	9,882.74
100-1150-53715	Utility - Communications	982.80
100-1150-53811	Equipment Maintenance	3,293.42
100-1150-53813	Facility Maintenance	145.69
100-1150-53911	Equipment Lease/Rental	1,711.54
100-2100-53715	Utility - Communications	197.05
100-2110-53011	Operating Supplies	83.66
100-2110-53012	Small Tools & Equipment	1,374.85
100-2110-53111	Contract Services - Private	13,603.33
100-2110-53114	Legal Services	112.50
100-2110-53411	Printing & Publishing	1,688.90
100-2110-53715	Utility - Communications	328.44
100-2130-53011	Operating Supplies	81.06
100-2130-53111	Contract Services - Private	3,471.00
100-2130-53411	Printing & Publishing	740.00
100-3100-53012	Small Tools & Equipment	1,119.64
100-3100-53715	Utility - Communications	1,117.49
100-3300-53011	Operating Supplies	225.01
100-3300-53411	Printing & Publishing	611.24
100-3300-53971	Dues & Memberships	861.67
100-3300-53972	Conferences & Meetings	1,212.65
100-3300-53996	MIS/Equipment Charges	615.98
100-3310-53111	Contr Svc - Private - B&S F...	69,073.58
100-3320-53111	Contract Services - Private	27.00
100-3320-53972	Conferences & Meetings	125.00
100-3320-53976	Special Departmental	41.84
100-3330-53011	Operating Supplies	84.68
100-3330-53012	Small Tools & Equipment	206.89
100-3330-53015	Uniform/Boot Reimburse...	125.64
100-3330-53813	Facility Maintenance	421.23

Account Summary

Account Number	Account Name	Payment Amount
100-4100-53011	Operating Supplies	298.17
100-4100-53012	Small Tools & Equipment	241.52
100-4100-53111	Contract Services - Private	3,321.90
100-4100-53712	Utility - Electricity	10,581.96
100-4110-53712	Utility - Electricity	8,974.63
100-4110-53976	Special Departmental	118.75
100-4110-53980	Sports Activities	3,681.56
100-4130-53712	Utility - Electricity	5,677.39
100-4130-53714	Utility - Water	313.68
100-4130-53715	Utility - Communications	183.50
100-4130-53813	Facility Maintenance	90.00
100-4130-53814	Landscape Maintenance	176.91
100-4140-53415	Community Outreach	1,066.53
100-4140-53979	Special Events	12,345.08
100-4140-53993	Youth Activities Program	70.00
100-43130	Admin Penalties - Animal	115.00
100-48140	Military Banner Donation	141.65
100-48900	Miscellaneous	55.47
200-3120-53713	Utility - Hwy Lights	18,526.25
200-3120-53714	Utility - Water	189.28
200-3120-53814	Landscape Maintenance	5,944.33
200-3120-53821	Traffic Markings/Signs	2,163.41
203-5586-59210	DESIGN ENGINEERING	902.82
263-3320-53011	Operating Supplies	304.30
263-3320-53012	Small Tools & Equipment	397.49
263-3320-53111	Contract Services-Private	29,245.00
263-3320-53406	Recruitment Expenses	974.00
263-3320-53416	Social Media Technology	24,000.00
263-3320-53993	Youth Activities Program	3,249.29
263-5610-59300	Construction Costs	15,000.00
280-5606-59210	Design Engineering	18,522.50
284-3100-53111	Contract Services - Private	18,464.00
285-3330-53111	Contract Services - Private	8,892.61
285-3330-53712	Utility - Electricity	18,168.14
285-3330-53714	Utility - Water	8,885.27
285-3330-53715	Utility - Communications	23.20
285-3330-53813	Facility Maintenance	486.92
285-3330-53814	Landscape Maintenance	2,227.47
285-3330-53822	Park Maintenance & Repa…	18,563.45
285-3330-53911	Equipment Lease/Rental	1,512.00
550-6100-53017	Software & Licensing	8,892.68
550-6100-53018	Computer Hardware & Su…	2,368.00
555-3150-53014	Fuel	1,242.01
555-3150-53812	Vehicle Maintenance	6,682.23
555-3150-53912	Vehicle Lease	9,384.25
600-20250	Deposit - Teen Voice Prog…	456.59
600-23280	Deposit - C & D	1,085.60
600-47440	Strong Motion Inst. Fee	684.45
600-47441	SB1473 (Green Fee)	284.60
	Grand Total:	**441,257.99**

Project Account Summary

Project Account Key	Payment Amount
None	374,961.24
100023E	43,995.00
100623E	3,249.29
100823E	274.00
100923E	949.79

Project Account Summary

Project Account Key		Payment Amount
101223E		5,000.00
30223E		27.00
61023E		9,522.14
62023E		228.95
68423E		456.59
71023E		2,593.99
	Grand Total:	**441,257.99**

RESOLUTION NO. 22-5759

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA PUENTE ALLOWING CERTAIN CLAIMS AND DEMANDS IN THE AMOUNT $1,172,324.44 (WARRANT REGISTER 1541)

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

_____
Bob Lindsey, City Manager

EXAMINED

_____
Troy Grunklee, CPA
Director of Administrative Services

SECTION 2: That the following claims and demands numbered 8719 through 8818 ACH(s) numbered 456 through 464, and Draft numbered 01799 through 01810 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 15th day of November 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 10/15/2022 - 10/28/2022

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
456	10/20/2022	SEIUCO	COPE FUND		10.00
	INV0007961	COPE FUND CONTRIBUTION		100-20380	2.45
	INV0007961	COPE FUND CONTRIBUTION		260-20380	2.55
	INV0008038	COPE FUND CONTRIBUTION		100-20380	2.67
	INV0008038	COPE FUND CONTRIBUTION		260-20380	2.33
457	10/20/2022	SEIU	SEIU - LOCAL 721		1,096.46
	INV0007960	EMPLOYEE DUES		100-20380	414.96
	INV0007960	EMPLOYEE DUES		200-20380	22.82
	INV0007960	EMPLOYEE DUES		203-20380	4.12
	INV0007960	EMPLOYEE DUES		205-20380	2.59
	INV0007960	EMPLOYEE DUES		210-20380	37.36
	INV0007960	EMPLOYEE DUES		215-20380	2.54
	INV0007960	EMPLOYEE DUES		260-20380	26.01
	INV0007960	EMPLOYEE DUES		263-20380	13.95
	INV0007960	EMPLOYEE DUES		285-20380	23.88
	INV0008037	EMPLOYEE DUES		100-20380	409.60
	INV0008037	EMPLOYEE DUES		200-20380	17.82
	INV0008037	EMPLOYEE DUES		203-20380	2.59
	INV0008037	EMPLOYEE DUES		205-20380	4.62
	INV0008037	EMPLOYEE DUES		210-20380	37.67
	INV0008037	EMPLOYEE DUES		215-20380	2.54
	INV0008037	EMPLOYEE DUES		260-20380	23.98
	INV0008037	EMPLOYEE DUES		263-20380	13.35
	INV0008037	EMPLOYEE DUES		285-20380	36.06
458	10/21/2022	TANKO	TANKO LIGHTING		6,077.00
	68522	09/22 ST LIGHT MTCE		285-3330-53111	4,159.00
	68552	07/22 REPLACE FIXTURE-MEEKER AVE		285-3330-53111	1,918.00
459	10/21/2022	TITHQC	TITAN HQ		2,118.00
	022590	SPAM FILTER-1 YEAR		550-6100-53017	2,118.00
460	10/21/2022	THYSSE	TK ELEVATOR		1,211.23
	3006869515	10-12/22 CH ELEVATOR MTCE		100-1150-53811	1,211.23
461	10/21/2022	GRUTRO	TROY GRUNKLEE		148.75
	INV0008042	JPIA RISK MGMT REIM - GRUNKLEE		100-1135-53972	148.75
462	10/28/2022	HENALI	ALICIA HENRY		37.00
	INV0008093	PRE EMPLOYMENT REIM-HENRY		100-1135-53406	37.00
463	10/28/2022	ALTALANG	ALTA LANGUAGE SERVICES, INC.		1,128.75
	IN617012	10/11 SPANISH INTERPRETATION SVC		100-1120-53111	1,128.75
464	10/28/2022	TANKO	TANKO LIGHTING		11,604.00
	68553	10/22 REPLACED OVERHEAD WIRING-SUNSET		285-3330-53111	8,973.50
	68554	09/22 TS REPAIR-SUNSET		285-3330-53111	2,630.50
8719	10/20/2022	STADIS	CALIFORNIA STATE DISBURSEMENT UNIT		197.50
	INV0008027	CHILD SUPPORT		100-20399	197.50
8720	10/20/2022	NATRS	NATIONWIDE RETIREMENT		170.00
	INV0008031	Employee Contribution		100-20340	164.25
	INV0008031	Employee Contribution		200-20340	1.15
	INV0008031	Employee Contribution		203-20340	1.15
	INV0008031	Employee Contribution		205-20340	1.15

Payment Number	Payment Date / Payable Number	Vendor # / Description	Vendor Name	Account Number	Payment Amount / Item Amount
	INV0008031	Employee Contribution		210-20340	1.15
	INV0008031	Employee Contribution		215-20340	1.15
8721	10/20/2022	FTB	STATE OF CALIFORNIA FRANCHISE TAX BOARD		250.00
	INV0008028	PR WITHOLDING ORDER		100-20399	250.00
8722	10/20/2022	USBANK	U.S BANK PARS ACCT# 6746022400		5,492.51
	INV0008035	PARS RETIREMENT		100-20340	2,743.44
	INV0008035	PARS RETIREMENT		200-20340	51.87
	INV0008035	PARS RETIREMENT		203-20340	236.80
	INV0008035	PARS RETIREMENT		205-20340	139.17
	INV0008035	PARS RETIREMENT		260-20340	237.35
	INV0008035	PARS RETIREMENT		263-20340	1,843.99
	INV0008035	PARS RETIREMENT		285-20340	239.89
8723	10/21/2022	LOABR	ABRIL LOPEZ		40.00
	INV0008053	SOCCER REIM - LOPEZ		100-47260	40.00
8724	10/21/2022	HAMAD	ADRIENNE HAMILTON		75.00
	INV0008051	SOCCER REIM - HAMILTON		100-47260	75.00
8725	10/21/2022	AMABUS	AMAZON CAPITAL SERVICES INC		946.92
	16F7-J9CC-94MJ	PORTABLE SPEAKER & MIC		263-3320-53011	294.79
	17P1-JJC7-3LRC	COUNCIL REFRESHMENTS		100-1150-53011	64.88
	1CJR-X1KR-FTW7	MONITOR STAND		100-3320-53011	110.00
	1CYN-4JWT-G7LX	CABLE/CONNECTOR PASS		550-6100-53018	219.97
	1GQM-KNFX-D4KN	CODE ENF SUPPLIES		100-2110-53011	228.70
	1VHM-7W6V-73GF	COUNCIL RE-ORG		100-1100-53976	28.58
8726	10/21/2022	LAANN	ANNA LARA		75.00
	INV0008043	SOCCER REIM - LARA		100-47260	75.00
8727	10/21/2022	ATT	AT&T		47.00
	000018924574	09/13-10/12 PHONE - CC		100-4100-53715	47.00
8728	10/21/2022	B2PRIN	B2 PRINT		153.00
	0011747	BUSINESS CARDS - MUNOZ		100-1100-53976	153.00
8729	10/21/2022	BOGIR	BOYS & GIRLS CLUB OF WEST SAN GABRIEL VALLEY		9,408.00
	LP2021LUNCH	SUMMER LUNCH PROGRAM ADDITIONAL HELP		100-4100-53111	9,408.00
8730	10/21/2022	CINTA	CINTAS CORPORATION #693		177.05
	4134288971	SR CENTER MAT RENTAL		100-4130-53012	177.05
8731	10/21/2022	DANPER	DANIEL PEREZ		1,102.50
	10011233	GROUP SKATEBOARDING LESSONS AT LP PARK 10/08/22		100-4100-53111	1,102.50
8732	10/21/2022	DSA	DIVISION OF THE STATE ARCHITECT		173.20
	INV0008072	S1186 - JULY-SEP 2022		100-42160	173.20
8733	10/21/2022	GUTED	EDWARDO GUTIERREZ		37.00
	INV0008076	LIVE SCAN REIM - GUTIERREZ		100-1135-53406	37.00
8734	10/21/2022	ENVIRO	ENVIROTEK		1,143.67
	C-3263	GRAFFITI REMOVAL SOLUTION		200-3120-53016	1,143.67
8735	10/21/2022	EWIIRR	EWING IRRIGATION PRODUCTS INC.		477.89
	17922728	IRRIGATION SUPPLIES		285-3330-53822	477.89
8736	10/21/2022	ARRFA	FATIMA ARROYO		75.00
	INV0008052	SOCCER REIM - ARROYO		100-47260	75.00
8737	10/21/2022	FRAEXO	FRANCISCO'S EXOTIC DECO INC.		1,380.80
	3870	SPECIAL EVENT STAFF SHIRTS - DIA DE LOS MUERTOS		100-4140-53979	1,380.80

Payment Number	Payment Date / Payable Number	Vendor # / Description	Vendor Name	Account Number	Payment Amount / Item Amount
8738	10/21/2022	RUBGIS	GISELA RUBIO-LOPEZ		47.75
	INV0008078	NOTARY BOND/FILING REIM - RUBIO-LOPEZ		100-3320-53976	47.75
8739	10/21/2022	HACLWN	HACIENDA LAWNMOWER SHOP		118.69
	3648	MTCE SUPPLIES		100-3100-53012	84.29
	3665	TAPE		100-3100-53012	23.05
	3673	MTCE TOOLS		100-3100-53012	11.35
8740	10/21/2022	HAWKIN	HAWK INDUSTRY PRODUCTS		500.00
	9216	POWDER COAT PARK BENCH		285-3330-53822	500.00
8741	10/21/2022	DURHA	HAYDEE DURAN		75.00
	INV0008047	SOCCER REIM - DURAN		100-47260	75.00
8742	10/21/2022	NAING	INGRID NAVARRO		75.00
	INV0008050	SOCCER REIM - NAVARRO		100-47260	75.00
8743	10/21/2022	ONTIR	IRENE ONTIVEROS		90.00
	INV0008045	SOCCER REIM - ONTIVEROS		100-47260	90.00
8744	10/21/2022	JAMRIC	JAMES M. RICHARDS		200.00
	INV0008063	BOOT REIM-JAMES		100-3330-53015	200.00
8745	10/21/2022	JCLBAR	JCL TRAFFIC		1,228.07
	116500	NO PARKING SIGNAGE		200-3120-53821	93.70
	116501	DORA GUZMAN ST SING		200-3120-53821	191.84
	116571	RED CURB PAINT		200-3120-53821	617.07
	116572	ST SWEEPING SIGNAGE		200-3120-53821	325.46
8746	10/21/2022	SANJO	JOANN SANTOS		37.00
	INV0008075	LIVE SCAN REIM - SANTOS		100-1135-53406	37.00
8747	10/21/2022	MALJO	JOE MALVIDO		450.00
	INV0008065	SR CENTER HALLOWEEN DANCE		100-4130-53979	450.00
8748	10/21/2022	JOSREY	JOSE REYES		359.79
	INV0008073	10/03-10/14 SHOPPING CART MILEAGE REIM-REYES		555-3150-53014	359.79
8749	10/21/2022	CUEJOS	JOSHUA CUEVAS		37.00
	INV0008074	LIVE SCAN REIM - CUEVAS		263-3320-53406	37.00
8750	10/21/2022	KORCON	KORMEX CONSTRUCTION, INC.		17,080.12
	008-RETENTION	RETENTION PYMT-DG PATHWAY & SEATWALL		280-20220	17,080.12
8751	10/21/2022	LPVCWD	LA PUENTE VALLEY CO WATER		3,173.08
	INV0008054	07/18-09/16 WTR-CITY HALL		100-1150-53714	2,015.00
	INV0008055	07/18-09/16 WTR-CH LANDSCAPE		100-1150-53714	70.68
	INV0008056	07/18-09/16 WTR-GLENDORA		200-3120-53714	78.52
	INV0008057	07/18-09/16 WTR-GLENDORA		200-3120-53714	175.08
	INV0008058	07/18-09/16 WTR-116 N FIRST ST		200-3120-53714	598.24
	INV0008059	07/18-09/16 WTR-S FIRST ST		200-3120-53714	78.52
	INV0008060	07/18-09/16 WTR-S SECOND ST		200-3120-53714	78.52
	INV0008061	07/18-09/16 WTR-S SECOND ST		200-3120-53714	78.52
8752	10/21/2022	ZENLI	LIZZET ZENDEJAS		75.00
	INV0008046	SOCCER REIM - ZENDEJAS		100-47260	75.00
8753	10/21/2022	MERRIT	MERRITTS HARDWARE		1,699.34
	130304	CHAIN/LOCK		263-3320-53012	73.18
	130323	MTCE TOOLS		100-3330-53012	134.54
	130329	MTCE TOOLS		100-3100-53012	104.32
	130331	MTCE TOOL		100-3330-53011	28.96
	130332	CONTRACTOR BAG		100-3330-53011	56.07
	130356	MTCE YARD TOOL		100-3330-53012	6.79

Payment Number	Payment Date / Payable Number	Vendor # / Description	Vendor Name	Account Number	Payment Amount / Item Amount
	130370	CODE ENF SUPPLIES		100-2110-53012	19.78
	130384	MTCE TOOL		263-3320-53012	9.90
	130394	MTCE YARD TOOLS		100-3330-53012	45.47
	130431	GLUE		100-2130-53012	7.69
	130441	GRAFFITI SUPPLIES		200-3120-53016	213.29
	130472	HARDWARE/GLOVES		100-3330-53012	151.17
	130477	SILICONE/WIRE		100-1150-53012	48.33
	130500	GRAFFITI SUPPLIES		200-3120-53821	25.29
	130503	MTCE YARD SUPPLY		100-3330-53012	32.95
	130513	LP SUPPLIES		100-3330-53011	88.12
	130568	MTCE TOOL		100-3330-53012	39.58
	130588	MTCE TOOL		200-3120-53012	25.28
	130595	MTCE TOOL		100-3100-53012	3.95
	130597	LP PARK RESTROOM		100-3330-53813	12.08
	130598	LP PARK RESTROOM		100-3330-53813	28.59
	130645	GLOVES/TAPE		263-3320-53012	82.45
	130681	MTCE SUPPLIES		200-3120-53016	126.96
	130688	PARK SUPPLIES		100-3100-53012	5.05
	130701	GRAFFITI SUPPLIES		200-3120-53016	98.87
	130707	MTCE YARD TOOLS		100-3100-53012	40.68
	130709	GLOVES		100-2130-53011	98.96
	130725	MTCE TOOLS		100-3330-53012	91.04
8754	10/21/2022	OMLO	OLIVAREZ MADRUGA LAW ORGANIZATION, LLP		46,135.50
	20379	08/22 LEGAL SVC - GENERAL		100-1110-53114	5,598.00
	20380	08/22 LEGAL SVC - PULBIC WORKS		100-1110-53114	88.00
	20381	08/22 LEAGAL SVC - CODE ENFORCEMENT		100-1110-53114	44.00
	20382	08/22 LEGAL SVC - HUMAN RESOURCES		100-1110-53114	2,508.00
	20383	08/22 LEGAL SVC - LEWS VS CITY OF LA PUENTE		100-1110-53114	4,462.50
	20384	08/22 LEGAL SVC - PLANNING		100-1110-53114	1,558.00
	20385	08/22 LEGAL SVC - RISK MANAGEMENT		100-1110-53114	374.00
	20386	08/22 LEGAL SVC - CITY CLERK		100-1110-53114	3,252.00
	20387	08/22 LEGAL SVC - CITY MANAGER		100-1110-53114	302.00
	20388	08/22 LEGAL SVC - FINANCE		100-1110-53114	770.00
	20389	08/22 LEGAL SVC - CITY COUNCIL		100-1110-53114	3,044.40
	20604	09/22 LEGAL SVC - RISK MANAGEMENT		100-1110-53114	5,236.00
	20605	09/22 LEGAL SVC - PARKS AND RECREATION		100-1110-53114	4,972.00
	20606	09/22 LEGAL SVC - CITY COUNCIL		100-1110-53114	1,937.40
	20607	09/22 LEGAL SVC - GENERAL		100-1110-53114	8,063.20
	20608	09/22 LEGAL SVC - PLANNING		100-1110-53114	3,164.00
	20609	09/22 LEGAL SVC - CITY CLERK		100-1110-53114	762.00
8755	10/21/2022	OREILLY	O'REILLY AUTO PARTS		297.23
	3607-323777	FUEL CAP		555-3150-53812	18.60
	3607-324612	VEH SUPPLIES		555-3150-53812	278.63
8756	10/21/2022	REGION	REGIONAL TAP SERVICE CENTER		1,668.30
	6017692	09/22 EZ/FOOTHILL MONTHLY PASS		210-3130-53915	1,668.30
8757	10/21/2022	CARRRI	RICARDO CARRILLO		32.98
	INV0008064	PAPER TOWEL REIM-CARRILLO		100-1150-53011	32.98
8758	10/21/2022	VALROB	ROBERT VALDEZ		200.00
	INV0008062	BOOT REIM-VALDEZ		100-3330-53015	200.00
8759	10/21/2022	RRMDES	RRM DESIGN		1,143.75
	2147-01-0922	LP HOUSING UPDATE-6TH CYCLE		100-3300-53111	1,143.75
8760	10/21/2022	SGVWC	S.G.V. WATER CO		1,288.20
	INV0008067	09/06-10/05 WTR-935 IRRIG PUENTE		200-3120-53714	720.92
	INV0008068	09/06-10/05 WTR-545 IRRIG		200-3120-53714	336.92

Payment Number	Payment Date / Payable Number	Vendor # / Description	Vendor Name	Account Number	Payment Amount / Item Amount
	INV0008069	09/06-10/05 WTR-13760 IRRIG		200-3120-53714	230.36
8761	10/21/2022	SGVT	SAN GABRIEL VLY NEWSPAPER		283.06
	A4D6F5A3-0015	AD-ORD# 22-979		100-1120-53411	283.06
8762	10/21/2022	DUSAN	SANDRA DURAN		150.00
	INV0008077	SOCCER REIM - DURAN		100-47260	150.00
8763	10/21/2022	AQMD	SOUTH COAST AQMD		620.61
	4069549	SR CTR ICE ELEC GEN DIESEL		100-4130-53811	468.76
	4072511	FY 22/23 SC EMISSIONS FEES		100-4130-53811	151.85
8764	10/21/2022	STAPLE	STAPLES CREDIT PLAN		1,885.02
	3139994551	HANGING FILE FOLDERS		100-3310-53011	87.81
	3139994641	OFFICE SUPPLIES		100-3310-53011	437.67
	3141379501	OFFICE SUPPLIES		100-3320-53011	285.99
	3141606161	OFFICE SUPPLIES		100-3320-53011	168.28
	3144031531	FILING CABINET		100-1150-53011	134.98
	3144031851	WALL FILE POCKET		100-1150-53011	16.03
	3146197801	FILE CABINET- ANIMAL CONTROL		100-2130-53011	178.85
	3146215671	OFFICE SUPPLIES		100-1150-53011	242.08
	3149972931	STAMP/CARDSTOCK PAPER		100-1150-53011	76.75
	3153789791	FILE POCKET/PENS/STAPLER(S)		100-1150-53011	256.58
8765	10/21/2022	SOSUBW	SUBURBAN WATER SYSTEMS		263.02
	180012758410	09/07-10/08 WTR-HACIENDA/MAPLEGROVE		200-3120-53714	263.02
8766	10/21/2022	SUNBELT	SUNBELT RENTALS, INC.		282.15
	123109351-0005	SINGLE AXLE TRAILER RENTAL		100-3330-53822	282.15
8767	10/21/2022	SUPALA	SUPERIOR ALARM SYSTEMS		78,115.10
	226329	PARK SECURITY CAMERAS		280-5606-59300	78,115.10
8768	10/21/2022	SYSENE	SYSERCO ENERGY SOLUTIONS, INC		154,001.69
	21257	ENERGY EFF PROJ RETENTION		400-20220	-8,105.36
	21257	ENERGY EFF PROJ PYMT #7		400-5608-59300	162,107.05
8769	10/21/2022	GASCO	THE GAS COMPANY		191.70
	INV0008048	09/02-10/04 GAS - SR CENTER		100-4130-53711	117.03
	INV0008049	09/06-10/05 GAS - YLAC		100-4110-53711	33.14
	INV0008066	09/06-10/05 GAS-CITY HALL		100-1150-53711	41.53
8770	10/21/2022	TOWENT	TOWO ENTERPRISE INC		938.09
	INV0008070	KEYPAD REPLACEMENT		285-3330-53822	938.09
8771	10/21/2022	ULINE	ULINE		3,914.57
	153837812	TRASH CANS		263-3320-53012	610.06
	153838050	MTCE YARD PRIVACY SCREEN		285-3330-53822	1,054.88
	153880088	TRASH CANS		263-3320-53012	925.15
	153980254	TRASH CANS		263-3320-53012	654.55
	154107963	MTCE SUPPLIES		100-3330-53012	669.93
8772	10/21/2022	VINCEN	VINCENT'S GENERAL SERVICES		1,011.68
	0004982729	09/22 CNG FUEL		555-3150-53014	1,011.68
8773	10/21/2022	WILFIN	WILLDAN FINANCIAL SERVICES		1,200.00
	010-52736	CDIAC REPORTING FY 2021/22		203-3120-53111	600.00
	010-52736	CDIAC REPORTING FY 2021/22		205-3120-53111	600.00
8774	10/21/2022	WINCOR	WINTERGREEN CORPORATION		2,402.60
	6934440	MAIN STREET - CHRISTMAS LIGHTS DECORATION		100-4140-53979	2,402.60
8775	10/21/2022	PERYE	YESENIA PEREZ		75.00
	INV0008044	SOCCER REIM - PEREZ		100-47260	75.00

Payment Number	Payment Date / Payable Number	Vendor # / Description	Vendor Name	Account Number	Payment Amount / Item Amount
8776	10/28/2022	ALEXSAUTO	ALEX'S AUTO GLASS		165.00
	12154	WINDSHIELD REPAIR		555-3150-53812	165.00
8777	10/28/2022	AMABUS	AMAZON CAPITAL SERVICES INC		552.77
	17QR-QDRM-CH1V	MICROPHONE RETURN		263-3320-53011	-42.89
	1NQN-D47M-DYCP	HAND SANITIZER		263-3320-53011	524.16
	1XGY-HKNL-3L3K	MICROPHONE		263-3320-53011	71.50
8778	10/28/2022	RODAND	ANDREW RODRIGUEZ		37.00
	INV0008092	PRE EMPLOYMENT REIM-RODRIGUEZ		263-3320-53406	37.00
8779	10/28/2022	ANGAUD	ANGELCOM AUDIO		1,980.00
	02430	ST LOUIS OF FRANCE STAGE REIMB		263-3320-53111	1,980.00
8780	10/28/2022	ATT	AT&T		69.92
	000018884151	09/06-10/05 PHONE-CITY HALL 911 LN		100-1150-53715	23.20
	000018884152	09/06-10/05 PHONE-MTCE YARD 911 LN		285-3330-53715	23.20
	000018924575	09/13-10/12 PHONE-LP PARK SNACK BAR		285-3330-53715	23.52
8781	10/28/2022	AZ DESIGN	AZ DESIGNS		2,107.05
	INV0008080	SUPPLIES FOR THE COMMUNITY OUTREACH		263-3320-53011	293.08
	INV0008081	UNIFORM-SHIRTS		263-3320-53011	843.14
	INV0008082	UNIFORMS-SAFETY VEST		263-3320-53011	970.83
8782	10/28/2022	BRIMOT	BRIDGETOWN MOTOR WORKS		5,000.00
	INV0008087	2022-13 BUSINESS GRANT		263-3320-53981	5,000.00
8783	10/28/2022	CONCEN	CONCENTRA		452.00
	76950586	10/22 PRE EMPLOYMENT PHYSICAL		100-1135-53406	113.00
	76950586	10/22 PRE EMPLOYMENT PHYSICAL		263-3320-53406	113.00
	77030177	PRE EMPLOYMENT PHYSICALS		100-1135-53406	226.00
8784	10/28/2022	CORLOG	CORELOGIC SOLUTIONS, LLC		150.00
	30629489	09/22 PROPERTY DATA SVC		100-3320-53111	150.00
8785	10/28/2022	DANPER	DANIEL PEREZ		892.50
	10011232	LP PARK-GROUP SKATEBOARDING LESSONS		100-4100-53111	892.50
8786	10/28/2022	DAROLI	DAPEER, ROSENBLIT & LITVAK, LLP		1,138.46
	20752	09/22 LEGAL SVC-CODE ENF		100-2110-53114	87.50
	20753	09/22 LEGAL SVC-CODE ENF		100-2110-53114	1,050.96
8787	10/28/2022	EDISON	EDISON CO		10,673.66
	INV0008084	07/28-09/26 ELEC-15612 TEMPLE		285-3330-53712	10,342.86
	INV0008085	09/07-10/05 ELEC-VARIOUS		200-3120-53713	330.80
8788	10/28/2022	EMPAME	EMPLOY AMERICA		3,640.00
	58S2201-IN	09/22 BUS SHELTER MTCE		210-3130-53816	3,640.00
8789	10/28/2022	LOPEST	ESTHER LOPEZ		37.00
	INV0008090	PRE EMPLOYMENT REIM-LOPEZ		263-3320-53406	37.00
8790	10/28/2022	FRAEXO	FRANCISCO'S EXOTIC DECO INC.		668.25
	5023	JERSEY		100-4110-53980	173.25
	5037	COROPLAST		100-4140-53979	495.00
8791	10/28/2022	VERIC	FRONTIER COMMUNICATIONS		55.64
	INV0008086	10/16-11/15 PHONE-CH MAIN NO		100-1150-53715	55.64
8792	10/28/2022	GALLS	GALLS		180.86
	022194305	OPERATING SUPPLIES		263-3320-53011	90.43
	022269666	OPERATING SUPPLIES		263-3320-53011	90.43

Payment Number	Payment Date / Payable Number	Vendor # / Description	Vendor Name	Account Number	Payment Amount / Item Amount
8793	10/28/2022	SANGEN	GENESIS SANCHEZ		37.00
	INV0008091	PRE EMPLOYMENT REIM-SANCHEZ		100-1135-53406	37.00
8794	10/28/2022	GORM	GORM INC		2,043.10
	311889	MTCE JANITORIAL SUPPLIES		100-3330-53011	1,773.35
	311890	JANITORIAL SUPPLIES		100-3330-53011	269.75
8795	10/28/2022	HADDIC	HADDICK'S TOWING & TRANSPORT INC		1,065.00
	245813	TOWING-CODE VEH		555-3150-53812	1,065.00
8796	10/28/2022	HDLCC	HDL COREN & CONE		2,640.00
	SIN022269	10-12/22 PROPERTY TAX SVC		100-1130-53111	2,640.00
8797	10/28/2022	INHOFA	INDUSTRY HOSES & FASTNERS		365.08
	58907	HYDRAULIC OIL		200-3120-53012	59.57
	58965	HYDRAULIC ASSEMBLY-GRAFFITI TRUCK		200-3120-53012	121.26
	60583	HYDRAULIC ASSEMLY-GRAFFITI TRUCK		200-3120-53012	155.91
	61089	GRAFFITI HOSES		200-3120-53012	28.34
8798	10/28/2022	ROBISA	ISABELLE ROBLES		1,000.00
	INV0008083	SCHOLARSHIP REIM-ROBLES		100-4140-53992	1,000.00
8799	10/28/2022	ITSGAS	IT'S A GAS, INC		998.05
	123896	2022 BALLOONS FOR TRUNK OR TREAT		100-4140-53979	998.05
8800	10/28/2022	JCLBAR	JCL TRAFFIC		1,537.45
	116545	WASHER/TEMP SIGNS		200-3120-53821	416.75
	116604	BLUE PAINT/HANDICAP PARKING		200-3120-53821	242.83
	116607	NO TRESSPASSING SIGNS		200-3120-53821	877.87
8801	10/28/2022	GONSALV	JOE A. GONSALVES & SON		2,500.00
	160232	11/22 LEGISLATIVE SVC		100-1100-53111	2,500.00
8802	10/28/2022	LACANL	LA CO ANIMAL CARE AND CONTROL		736.92
	INV0008079	09/22 ANIMAL HOUSING		100-2130-53112	736.92
8803	10/28/2022	LACRD	LA CO DEPT PUBLIC WORKS		10,253.03
	RE-PW-22091201438	08/22 TS MAINT DDG		200-3120-53819	10,253.03
8804	10/28/2022	LACRDD	LA CO DEPT PUBLIC WORKS		5,292.08
	IN230000181	03/01-08/22 TS AZUSA@VALLEY		200-3120-53819	1,572.31
	IN230000185	03/01-08/31 TS CALIFORNIA @TEMPLE		200-3120-53819	1,085.88
	IN230000200	04/01-08/31 TS CALIFORNIA@NELSON		200-3120-53819	2,633.89
8805	10/28/2022	LACSHF	LA CO SHERIFF'S DEPT		650,202.85
	230102ll	07/22 LAW ENFORCEMENT		100-2100-53110	588,131.84
	230102ll	07/22 LIABILITY INSURANCE		100-2100-53186	62,071.01
8806	10/28/2022	LPHFOO	LA PUENTE HIGH SCHOOL FOOTBALL TEAM		2,000.00
	INV0008097	LPHS FOOTBALL REIMBURSEMENT		263-3320-53993	2,000.00
8807	10/28/2022	MUNWAS	MUNICIPAL WASTE SOLUTIONS, INC.		20,156.25
	750	SB 1383 IMPLEMENTATION CONSULTANT		100-1130-53111	20,156.25
8808	10/28/2022	MACNOE	NOE MACIAS		350.00
	INV0008095	DJ SVC-TRUNK OR TREAT EVENT		100-4140-53979	350.00
8809	10/28/2022	VEROSC	OSCAR VERDUZCO		37.00
	INV0008089	PRE EMPLOYMENT REIM-VERDUZCO		100-1135-53406	37.00
8810	10/28/2022	QUINMO	QUINTIN'S MOBIL		389.78
	1010644	10/15 FUEL		555-3150-53014	38.58
	1012074	08/23 FUEL		555-3150-53014	37.00
	1012619	08/26 FUEL		555-3150-53812	36.59
	1013167	08/29 FUEL		555-3150-53014	68.39

Payment Number	Payment Date / Payable Number	Vendor # / Description	Vendor Name	Account Number	Payment Amount / Item Amount
	1013643	09/01 FUEL		555-3150-53014	45.66
	1015354	09/12 FUEL		555-3150-53014	47.80
	1015752	09/14 FUEL		555-3150-53014	31.74
	1015848	09/15 FUEL		555-3150-53014	28.02
	1017767	09/27 FUEL		555-3150-53014	41.00
	9069215	09/06 FUEL		555-3150-53014	15.00
8811	10/28/2022	RESOUR	RESOURCE BUILDING MATERIALS		254.08
	3463216	CONCRETE MIX		285-3330-53822	254.08
8812	10/28/2022	CARRRI	RICARDO CARRILLO		34.62
	INV0008094	SUPPLIES REIM-CARRILLO		100-3330-53011	34.62
8813	10/28/2022	SOUTH	SOUTHEAST CONSTRUCTION PRODUCTS		69.96
	2210-169520	ASHPHALT GLUE (TACK COAT)		285-3330-53822	69.96
8814	10/28/2022	TERMI	TERMINIX PROCESSING CENTER		177.00
	425616086	10/05 CH PEST CONTROL		100-1150-53813	85.00
	425616111	10/05 CH PEST CONTROL		100-1150-53813	92.00
8815	10/28/2022	TERLAC	TLC MATERIALS		2,241.00
	114660	LP PARK- BROWN DYED CHIPS		280-5606-59300	2,241.00
8816	10/28/2022	INCODE	TYLER TECHNOLOGIES, INC.		500.00
	025-398076	BUSINESS LICENSE UPGRADE		550-6100-53017	500.00
8817	10/28/2022	ULINE	ULINE		671.66
	154699581	JANITORIAL SUPPLIES		100-3330-53011	671.66
8818	10/28/2022	TURFWE	WEST COAST TURF		5,352.00
	INV0008088	RETENTION PYMT-TURF INSTALLATION E-SIDE		280-20220	5,352.00
DFT0001799	10/20/2022	ICMARC	VANTAGEPOINT TRANSFER AGENTS-457		30.16
	INV0008029	EMPLOYEE LOAN REPYMT		100-20399	20.62
	INV0008029	EMPLOYEE LOAN REPYMT		200-20399	2.73
	INV0008029	EMPLOYEE LOAN REPYMT		203-20399	0.68
	INV0008029	EMPLOYEE LOAN REPYMT		205-20399	0.68
	INV0008029	EMPLOYEE LOAN REPYMT		210-20399	4.09
	INV0008029	EMPLOYEE LOAN REPYMT		260-20399	1.36
DFT0001800	10/20/2022	ICMARC	VANTAGEPOINT TRANSFER AGENTS-457		1,265.00
	INV0008030	EMPLOYEE CONTRIBUTIONS		100-20399	558.47
	INV0008030	EMPLOYEE CONTRIBUTIONS		200-20399	158.02
	INV0008030	EMPLOYEE CONTRIBUTIONS		202-20399	58.67
	INV0008030	EMPLOYEE CONTRIBUTIONS		203-20399	98.54
	INV0008030	EMPLOYEE CONTRIBUTIONS		205-20399	86.10
	INV0008030	EMPLOYEE CONTRIBUTIONS		210-20399	129.35
	INV0008030	EMPLOYEE CONTRIBUTIONS		215-20399	127.24
	INV0008030	EMPLOYEE CONTRIBUTIONS		260-20399	48.61
DFT0001801	10/20/2022	PERSYS-RETIRE	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM		15,006.90
	INV0008032	EMPLOYER CONTRIBUTION		100-20360	11,600.26
	INV0008032	EMPLOYER CONTRIBUTION		200-20360	802.32
	INV0008032	EMPLOYER CONTRIBUTION		202-20360	72.08
	INV0008032	EMPLOYER CONTRIBUTION		203-20360	381.12
	INV0008032	EMPLOYER CONTRIBUTION		205-20360	276.87
	INV0008032	EMPLOYER CONTRIBUTION		210-20360	541.54
	INV0008032	EMPLOYER CONTRIBUTION		215-20360	211.70
	INV0008032	EMPLOYER CONTRIBUTION		260-20360	391.28
	INV0008032	EMPLOYER CONTRIBUTION		263-20360	348.92
	INV0008032	EMPLOYER CONTRIBUTION		285-20360	380.81

Payment Number	Payment Date / Payable Number	Vendor # / Description	Vendor Name	Account Number	Payment Amount / Item Amount
DFT0001802	10/20/2022	PERSYS-RETIRE	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM		11,229.15
	INV0008033	PERS- NEW EMPLY CONTRB		100-20399	8,647.54
	INV0008033	PERS- NEW EMPLY CONTRB		200-20399	614.57
	INV0008033	PERS- NEW EMPLY CONTRB		202-20399	66.01
	INV0008033	PERS- NEW EMPLY CONTRB		203-20399	271.61
	INV0008033	PERS- NEW EMPLY CONTRB		205-20399	212.40
	INV0008033	PERS- NEW EMPLY CONTRB		210-20399	367.14
	INV0008033	PERS- NEW EMPLY CONTRB		215-20399	185.65
	INV0008033	PERS- NEW EMPLY CONTRB		260-20399	231.64
	INV0008033	PERS- NEW EMPLY CONTRB		263-20399	319.62
	INV0008033	PERS- NEW EMPLY CONTRB		285-20399	312.97
DFT0001803	10/20/2022	PERSYS-RETIRE	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM		26.80
	INV0008034	EMPLOYEE PORTION		100-20360	26.80
DFT0001804	10/20/2022	PERSYS-RETIRE	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM		56.00
	INV0008036	SURVIVORS LIFE INSURANCE		100-20350	45.14
	INV0008036	SURVIVORS LIFE INSURANCE		200-20350	3.29
	INV0008036	SURVIVORS LIFE INSURANCE		202-20350	0.10
	INV0008036	SURVIVORS LIFE INSURANCE		203-20350	0.72
	INV0008036	SURVIVORS LIFE INSURANCE		205-20350	0.58
	INV0008036	SURVIVORS LIFE INSURANCE		210-20350	1.30
	INV0008036	SURVIVORS LIFE INSURANCE		215-20350	0.36
	INV0008036	SURVIVORS LIFE INSURANCE		260-20350	0.76
	INV0008036	SURVIVORS LIFE INSURANCE		263-20350	1.67
	INV0008036	SURVIVORS LIFE INSURANCE		285-20350	2.08
DFT0001805	10/20/2022	EMPLOY	EMPLOYMENT DEVELOPMENT DEPT		6,469.81
	INV0008039	STATE INCOME TAX		100-20310	5,017.49
	INV0008039	STATE INCOME TAX		200-20310	248.54
	INV0008039	STATE INCOME TAX		202-20310	42.04
	INV0008039	STATE INCOME TAX		203-20310	157.57
	INV0008039	STATE INCOME TAX		205-20310	111.77
	INV0008039	STATE INCOME TAX		210-20310	168.62
	INV0008039	STATE INCOME TAX		215-20310	121.64
	INV0008039	STATE INCOME TAX		260-20310	99.95
	INV0008039	STATE INCOME TAX		263-20310	374.48
	INV0008039	STATE INCOME TAX		285-20310	127.71
DFT0001806	10/20/2022	IRSPR	IRS PAYROLL TAX DEPOSIT		17,754.96
	INV0008040	FEDERAL WITHHOLDING		100-20300	13,684.44
	INV0008040	FEDERAL WITHHOLDING		200-20300	676.10
	INV0008040	FEDERAL WITHHOLDING		202-20300	108.87
	INV0008040	FEDERAL WITHHOLDING		203-20300	431.12
	INV0008040	FEDERAL WITHHOLDING		205-20300	320.49
	INV0008040	FEDERAL WITHHOLDING		210-20300	459.92
	INV0008040	FEDERAL WITHHOLDING		215-20300	313.92
	INV0008040	FEDERAL WITHHOLDING		260-20300	378.01
	INV0008040	FEDERAL WITHHOLDING		263-20300	967.92
	INV0008040	FEDERAL WITHHOLDING		285-20300	414.17
DFT0001807	10/20/2022	IRSPR	IRS PAYROLL TAX DEPOSIT		6,972.94
	INV0008041	MEDICARE TAX		100-20300	4,893.98
	INV0008041	MEDICARE TAX		200-20300	261.27
	INV0008041	MEDICARE TAX		202-20300	25.52
	INV0008041	MEDICARE TAX		203-20300	193.42
	INV0008041	MEDICARE TAX		205-20300	134.26
	INV0008041	MEDICARE TAX		210-20300	140.85
	INV0008041	MEDICARE TAX		215-20300	71.44
	INV0008041	MEDICARE TAX		260-20300	176.24
	INV0008041	MEDICARE TAX		263-20300	860.28

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
	INV0008041	MEDICARE TAX		285-20300	215.68
DFT0001810	10/28/2022	WEXBANK	WEX BANK		8,609.38
	84479950	10/22 FULE PURCHASES		555-3150-53014	8,609.38
				Grand Total:	**1,172,324.44**

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL FUND	807,603.09
200 - GAS TAX FUND	26,138.99
202 - RMRA (SB 1)	373.29
203 - MEASURE M FUND	2,379.44
205 - MEASURE R FUND	1,890.68
210 - PROP A FUND	7,197.29
215 - PROP C FUND	1,038.18
260 - CDBG PROGRAM FUND	1,620.07
263 - AMERICAN RESCUE PLAN ACT FUND	19,438.94
280 - MISCELLANEOUS GRANTS FUND	102,788.22
285 - LIGHTING & LANDSCAPE MAINTENANCE	33,118.73
400 - CAPITAL PROJECTS FUND	154,001.69
550 - EQUIPMENT REPLACEMENT FUND	2,837.97
555 - VEHICLE MAINTENANCE & REPLACEMENT FUND	11,897.86
Grand Total:	**1,172,324.44**

Account Summary

Account Number	Account Name	Payment Amount
100-1100-53111	Contract Services - Private	2,500.00
100-1100-53976	Special Departmental	181.58
100-1110-53114	Legal Services - General	46,135.50
100-1120-53111	Contract Services - Private	1,128.75
100-1120-53411	Printing & Publishing	283.06
100-1130-53111	Contract Services - Private	22,796.25
100-1135-53406	Recruitment Expenses	524.00
100-1135-53972	Conferences & Meetings	148.75
100-1150-53011	Operating Supplies	824.28
100-1150-53012	Small Tools & Equipment	48.33
100-1150-53711	Utility - Gas	41.53
100-1150-53714	Utility - Water	2,085.68
100-1150-53715	Utility - Communications	78.84
100-1150-53811	Equipment Maintenance	1,211.23
100-1150-53813	Facility Maintenance	177.00
100-20300	FIT Payable	18,578.42
100-20310	SIT Payable	5,017.49
100-20340	PARS	2,907.69
100-20350	Group Insurance	45.14
100-20360	PERS	11,627.06
100-20380	Union Dues	829.68
100-20399	Other Payroll Deductions	9,674.13
100-2100-53110	Contract Services - LA Sher..	588,131.84
100-2100-53186	Liability Trust Fund	62,071.01
100-2110-53011	Operating Supplies	228.70
100-2110-53012	Small Tools & Equipment	19.78
100-2110-53114	Legal Services	1,138.46
100-2130-53011	Operating Supplies	277.81
100-2130-53012	Small Tools & Equipment	7.69
100-2130-53112	Contract Services - Public	736.92
100-3100-53012	Small Tools & Equipment	272.69
100-3300-53111	Contract Services - Private	1,143.75
100-3310-53011	Operating Supplies	525.48
100-3320-53011	Operating Supplies	564.27
100-3320-53111	Contract Services - Private	150.00
100-3320-53976	Special Departmental	47.75
100-3330-53011	Operating Supplies	2,922.53
100-3330-53012	Small Tools & Equipment	1,171.47
100-3330-53015	Uniform/Boot Reimburse…	400.00

Account Summary

Account Number	Account Name	Payment Amount
100-3330-53813	Facility Maintenance	40.67
100-3330-53822	Park Maintenance & Repa…	282.15
100-4100-53111	Contract Services - Private	11,403.00
100-4100-53715	Utility - Communications	47.00
100-4110-53711	Utility - Gas	33.14
100-4110-53980	Sports Activities	173.25
100-4130-53012	Small Tools & Equipment	177.05
100-4130-53711	Utility - Gas	117.03
100-4130-53811	Equipment Maintenance	620.61
100-4130-53979	Special Events	450.00
100-4140-53979	Special Events	5,626.45
100-4140-53992	Scholarships	1,000.00
100-42160	SB 1186 (CASP Fee)	173.20
100-47260	Recreation Programs	805.00
200-20300	FIT Payable	937.37
200-20310	SIT Payable	248.54
200-20340	PARS	53.02
200-20350	Group Insurance	3.29
200-20360	PERS	802.32
200-20380	Union Dues	40.64
200-20399	Other Payroll Deductions	775.32
200-3120-53012	Small Tools & Equipment	390.36
200-3120-53016	Graffiti Removal Supplies	1,582.79
200-3120-53713	Utility - Hwy Lights	330.80
200-3120-53714	Utility - Water	2,638.62
200-3120-53819	Signal Maintenance	15,545.11
200-3120-53821	Traffic Markings/Signs	2,790.81
202-20300	FIT Payable	134.39
202-20310	SIT Payable	42.04
202-20350	Group Insurance	0.10
202-20360	PERS	72.08
202-20399	Other Payroll Deductions	124.68
203-20300	FIT Payable	624.54
203-20310	SIT Payable	157.57
203-20340	PARS	237.95
203-20350	Group Insurance	0.72
203-20360	PERS	381.12
203-20380	Union Dues	6.71
203-20399	Other Payroll Deductions	370.83
203-3120-53111	Contract Services - Private	600.00
205-20300	FIT Payable	454.75
205-20310	SIT Payable	111.77
205-20340	PARS	140.32
205-20350	Group Insurance	0.58
205-20360	PERS	276.87
205-20380	Union Dues	7.21
205-20399	Other Payroll Deductions	299.18
205-3120-53111	Contract Services - Private	600.00
210-20300	FIT Payable	600.77
210-20310	SIT Payable	168.62
210-20340	PARS	1.15
210-20350	Group Insurance	1.30
210-20360	PERS	541.54
210-20380	Union Dues	75.03
210-20399	Other Payroll Deductions	500.58
210-3130-53816	Bus Shelter Maintenance	3,640.00
210-3130-53915	Public Transit Subsidy	1,668.30
215-20300	FIT Payable	385.36

Account Summary

Account Number	Account Name	Payment Amount
215-20310	SIT Payable	121.64
215-20340	PARS	1.15
215-20350	Group Insurance	0.36
215-20360	PERS	211.70
215-20380	Union Dues	5.08
215-20399	Other Payroll Deductions	312.89
260-20300	FIT Payable	554.25
260-20310	SIT Payable	99.95
260-20340	PARS	237.35
260-20350	Group Insurance	0.76
260-20360	PERS	391.28
260-20380	Union Dues	54.87
260-20399	Other Payroll Deductions	281.61
263-20300	FIT Payable	1,828.20
263-20310	SIT Payable	374.48
263-20340	PARS	1,843.99
263-20350	Group Insurance	1.67
263-20360	PERS	348.92
263-20380	Union Dues	27.30
263-20399	Other Payroll Deductions	319.62
263-3320-53011	Operating Supplies	3,135.47
263-3320-53012	Small Tools & Equipment	2,355.29
263-3320-53111	Contract Services-Private	1,980.00
263-3320-53406	Recruitment Expenses	224.00
263-3320-53981	Grants & Loans - Commer…	5,000.00
263-3320-53993	Youth Activities Program	2,000.00
280-20220	Retention Payable	22,432.12
280-5606-59300	CONSTRUCTION COSTS	80,356.10
285-20300	FIT Payable	629.85
285-20310	SIT Payable	127.71
285-20340	PARS	239.89
285-20350	Group Insurance	2.08
285-20360	PERS	380.81
285-20380	Union Dues	59.94
285-20399	Other Payroll Deductions	312.97
285-3330-53111	Contract Services - Private	17,681.00
285-3330-53712	Utility - Electricity	10,342.86
285-3330-53715	Utility - Communications	46.72
285-3330-53822	Park Maintenance & Repa…	3,294.90
400-20220	Retention Payable	-8,105.36
400-5608-59300	Construction Costs	162,107.05
550-6100-53017	Software & Licensing	2,618.00
550-6100-53018	Computer Hardware & Su…	219.97
555-3150-53014	Fuel	10,334.04
555-3150-53812	Vehicle Maintenance	1,563.82
	Grand Total:	**1,172,324.44**

Project Account Summary

Project Account Key	Payment Amount
None	1,140,414.76
100023E	4,504.16
100123E	5,000.00
100823E	323.40
100923E	4,701.67
30223E	150.00
61323E	1,843.05
62023E	2,402.60
70723E	11,604.00

Project Account Summary

Project Account Key	Payment Amount
71022E	1,380.80
Grand Total:	**1,172,324.44**

City of La Puente
AGENDA REPORT

To: Mayor and City Council For meeting of: November 15, 2022

Via: Bob Lindsey, City Manager

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

SUBJECT: PRESENTATION OF SEPTEMBER AND OCTOBER 2022 REQUISITION SUMMARY REPORTS

BACKGROUND

On April 24, 2018, the City Council adopted several ordinances and accompanying resolutions amending the City's purchasing procedures to streamline and make the procurement process more efficient. One of the amendments to the purchasing procedures was a provision setting a $5,000 spending limit for Department Heads and a separate provision increasing the City Manager's spending limit to $20,000 for professional services, supplies and equipment. In order to document purchases approved by the City Manager and/or Department Heads the City Council directed that a monthly report be prepared and filed with the City Council. This action is to receive and file the requisition summary report for the months of September and October 2022.

DISCUSSION

City staff initiated eleven (11) requisitions during the month of September totaling $114,698.99 and seventeen (17) requisitions during the month of October totaling $170,031.33.

RECOMMENDATION

It is recommended that the City Council receive and file the reports.

ATTACHMENTS

Attachment "A": Requisition Summary Report for September 2022
Attachment "B": Requisition Summary Report for October 2022

City of La Puente

Requisition Summary Report

Requisition Detail

Issued Date Range 09/01/2022 - 09/30/2022

Requisition Number	Description / Vendor	Status	Requested by / Approved By	Issue Date	Trade Discount	Dist Amount
REQ000647	20' SHIPPING CONTAINER CONDEP - CONEX DEPOT	Approved	Alexander Merkel City Manager	9/2/2022	0	5,248.00

Items

Description	Sequence	Part Number	Units	Price	Tax	Shipping	Discount	Paid
20' SHIPPING CONTAINER	1		0	0	0	0	0	5,248.00

Distributions

Account Number	Account Name	Project Account Key	Separate Sales Tax	Percent	Dist Amount
263-3320-53996	Furniture/Office Equipment	100923E		100.00%	5,248.00

Requisition Number	Description / Vendor	Status	Requested by / Approved By	Issue Date	Trade Discount	Dist Amount
REQ000648	KURAPIA SOD TURFWE - WEST COAST TURF	Approved	NORMA RAMIREZ City Manager	9/8/2022	0	11,475.00

Items

Description	Sequence	Part Number	Units	Price	Tax	Shipping	Discount	Paid
KURAPIA SOD	1		4000	2.86	0	35	0	-

Distributions

Account Number	Account Name	Project Account Key	Separate Sales Tax	Percent	Dist Amount
280-5606-59300	CONSTRUCTION COSTS			100.00%	11,475.00

Requisition Number	Description / Vendor	Status	Requested by / Approved By	Issue Date	Trade Discount	Dist Amount
REQ000649	GRAFFITI TRAILER BIGTEX - BIG TEX TRAILER	Approved	NORMA RAMIREZ Director of Dev. Svcs.	9/13/2022	0	4,344.70

Items

Description	Sequence	Part Number	Units	Price	Tax	Shipping	Discount	Paid
GRAFFITI TRAILER	1		1	4344.7	0	0	0	-

Distributions

Account Number	Account Name	Project Account Key	Separate Sales Tax	Percent	Dist Amount
555-3150-54484	Vehicle Purchase			100.00%	4,344.70

Requisition Number	Description / Vendor	Status	Requested by / Approved By	Issue Date	Trade Discount	Dist Amount
REQ000650	METAL DOORS-SOCCER FIELD MARK - MARK'S WELDING SERVICE	Approved	ELIZABETH HERRERA City Manager	9/14/2022	0	12,700.00

Items

Description	Sequence	Part Number	Units	Price	Tax	Shipping	Discount	Paid
METAL DOORS-SOCCER FIELD	1		0	0	0	0	0	-

Distributions

Account Number	Account Name	Project Account Key	Separate Sales Tax	Percent	Dist Amount
280-5606-59300	CONSTRUCTION COSTS			100.00%	12,700.00

ATTACHMENT A

Requisition Number	Description / Vendor	Status	Requested by / Approved By	Issue Date	Trade Discount	Dist Amount
REQ000651	Dia De Los Muertos 2022 - Balloons ITSGAS - IT'S A GAS, INC	Approved	ADRIANA DOMINGUEZ Dir. of Comm. Svcs.	9/19/2022	0	2,433.55

Items

Description	Sequence	Part Number	Units	Price	Tax	Shipping	Discount	Paid
Dia De Los Muretos 2022 - Ballo	1		0	0	0	0	0	-

Distributions

Account Number	Account Name	Project Account Key	Separate Sales Tax	Percent	Dist Amount
100-4140-53979	Special Events	71023E		100.00%	2,433.55

REQ000652	Fall Movies - Sept and October 2022 DOLPHIN - MICHAEL VOSSE	Approved	ADRIANA DOMINGUEZ Dir. of Comm. Svcs.	9/19/2022	0	2,500.00

Items

Description	Sequence	Part Number	Units	Price	Tax	Shipping	Discount	Paid
Fall Movies - Sept and October 2	1		0	0	0	0	0	2,500.00

Distributions

Account Number	Account Name	Project Account Key	Separate Sales Tax	Percent	Dist Amount
263-3320-53111	Contract Services-Private	100023E		100.00%	2,500.00

REQ000653	TEEN VOICE FIELD TRIP TRANSPORT NADABU - NADA BUS, INC	Approved	ANGEL MORALES Dir. of Comm. Svcs.	9/20/2022	0	1,598.00

Items

Description	Sequence	Part Number	Units	Price	Tax	Shipping	Discount	Paid
TEEN VOICE FIELD TRIP TRANSP	1		0	0	0	0	0	1,598.00

Distributions

Account Number	Account Name	Project Account Key	Separate Sales Tax	Percent	Dist Amount
600-20250	Deposit - Teen Voice Program	68423E		100.00%	1,598.00

REQ000654	WORLD SPACE FOUNDATION FOUN - WORLD SPACE FOUNDATION	Approved	ANGEL MORALES Dir. of Comm. Svcs.	9/20/2022	0	2,500.00

Items

Description	Sequence	Part Number	Units	Price	Tax	Shipping	Discount	Paid
WORLD SPACE FOUNDATION	1		0	0	0	0	0	2,500.00

Distributions

Account Number	Account Name	Project Account Key	Separate Sales Tax	Percent	Dist Amount
263-3320-53111	Contract Services-Private			100.00%	2,500.00

REQ000656	BOXED TREES 24"-100 & INSTALLATION BIGTRE - BIG TREES NURSERY	Approved	ELIZABETH HERRERA City Council	9/26/2022	0	59,975.00

Items

Description	Sequence	Part Number	Units	Price	Tax	Shipping	Discount	Paid
BOXED TREES 24"-100 & INSTAL	1		0	0	0	0	0	9,000.00

Distributions

Account Number	Account Name	Project Account Key	Separate Sales Tax	Percent	Dist Amount
280-5606-59300	CONSTRUCTION COSTS			100.00%	33,000.00

BOXED TREES 24"-100 & INSTAL	2		0	0	0	0	0	

Distributions

Account Number	Account Name	Project Account Key	Separate Sales Tax	Percent	Dist Amount
263-3320-53996	Furniture/Office Equipment			100.00%	26,975.00

Requisition Number	Description / Vendor	Status	Requested by / Approved By	Issue Date	Trade Discount	Dist Amount
REQ000657	Christmas Lights Decoration - Main WINCOR - WINTERGREEN CORPORATION	Approved	ADRIANA DOMINGUEZ Dir. of Comm. Svcs.	9/27/2022	0	2,402.60

Items

Description	Sequence	Part Number	Units	Price	Tax	Shipping	Discount	Paid
Christmas Lights Decoration - M	1		0	0	0	0	0	-

Distributions

Account Number	Account Name	Project Account Key	Separate Sales Tax	Percent	Dist Amount
100-4140-53979	Special Events	62023E		100.00%	2,402.60

Requisition Number	Description / Vendor	Status	Requested by / Approved By	Issue Date	Trade Discount	Dist Amount
REQ000658	July3rd - CHP Traffic Control CHP - CALIFORNIA HIGHWAY PATROL	Approved	ADRIANA DOMINGUEZ Dir. of Comm. Svcs.	9/27/2022	0	9,522.14

Items

Description	Sequence	Part Number	Units	Price	Tax	Shipping	Discount	Paid
July3rd - CHP Traffic Control	1		0	0	0	0	0	-

Distributions

Account Number	Account Name	Project Account Key	Separate Sales Tax	Percent	Dist Amount
100-4140-53979	Special Events	61023E		100.00%	9,522.14

Requisition Count: **11** **TOTAL** **114,698.99**

City of La Puente

Requisition Summary Report

Requisition Detail

Issued Date Range 10/01/2022 - 10/31/2022

Requisition Number	Description / Vendor	Status	Requested by / Approved By	Issue Date	Trade Discount	Dist Amount
REQ000660	SRLA - Resident Notifications MANCIL - MANCILLA'S QUALITY PRINTING LLC	Approved	ADRIANA DOMINGUEZ Director of Comm. Services	10/3/2022	0	1,066.53

Items

Description	Sequence	Part Number	Units	Price	Tax	Shipping	Discount	Paid
SRLA - Resident Notifications	1		0	0	0	92.53	0	1,066.53

Distributions

Account Number	Account Name	Project Account Key	Separate Sales Tax	Percent	Dist Amount
100-4140-53415	Community Outreach			100.00%	1,066.53

Requisition Number	Description / Vendor	Status	Requested by / Approved By	Issue Date	Trade Discount	Dist Amount
REQ000661	Instructor Payment - Judo GUEJC - GUERREROS ATHLETIC FOUNDATION	Approved	ADRIANA DOMINGUEZ Director of Comm. Services	10/5/2022	0	1,484.00

Items

Description	Sequence	Part Number	Units	Price	Tax	Shipping	Discount	Paid
Instructor Payment - Judo	1		0	0	0	0	0	1,484.00

Distributions

Account Number	Account Name	Project Account Key	Separate Sales Tax	Percent	Dist Amount
100-4100-53111	Contract Services - Private			100.00%	1,484.00

Requisition Number	Description / Vendor	Status	Requested by / Approved By	Issue Date	Trade Discount	Dist Amount
REQ000662	Instructor Payment - Ballet Folk. FLOESP - ESPERANZA FLORES	Approved	ADRIANA DOMINGUEZ Director of Comm. Services	10/5/2022	0	1,330.00

Items

Description	Sequence	Part Number	Units	Price	Tax	Shipping	Discount	Paid
Instructor Payment - Ballet Folk.	1		0	0	0	0	0	1,330.00

Distributions

Account Number	Account Name	Project Account Key	Separate Sales Tax	Percent	Dist Amount
100-4100-53111	Contract Services - Private			100.00%	1,330.00

Requisition Number	Description / Vendor	Status	Requested by / Approved By	Issue Date	Trade Discount	Dist Amount
REQ000663	SOCCER LEAGUE UNIFORMS FRAEXO - FRANCISCO'S EXOTIC DECO INC.	Approved	ANGEL MORALES Director of Comm. Services	10/7/2022	0	2,871.00

Items

Description	Sequence	Part Number	Units	Price	Tax	Shipping	Discount	Paid
SOCCER LEAGUE UNIFORMS	1		0	0	0	0	0	2,871.00

Distributions

Account Number	Account Name	Project Account Key	Separate Sales Tax	Percent	Dist Amount
100-4110-53980	Sports Activities			100.00%	2,871.00

Requisition Number	Description / Vendor	Status	Requested by / Approved By	Issue Date	Trade Discount	Dist Amount
REQ000664	ASTROMONY NIGHTS AND WORLD SPACE EXPEDITION FOUN - WORLD SPACE FOUNDATION	Approved	ANGEL MORALES Director of Comm. Services	10/10/2022	0	4,250.00

Items

Description	Sequence	Part Number	Units	Price	Tax	Shipping	Discount	Paid
ASTROMONY NIGHTS	1		0	0	0	0	0	4,250.00

Distributions

Account Number	Account Name	Project Account Key	Separate Sales Tax	Percent	Dist Amount
263-3320-53111	Contract Services-Private			100.00%	4,250.00

ATTACHMENT B

Requisition Number	Description / Vendor	Status	Requested by / Approved By	Issue Date	Trade Discount	Paid
REQ000665	NATURE PARK FENCING MARK - MARK'S WELDING SERVICE	Approved	ELIZABETH HERRERA City Council	10/12/2022	0	46,740.00

Items

Description	Sequence	Part Number	Units	Price	Tax	Shipping	Discount	Paid
NATURE PARK FENCING	1		0	0	0	0	0	15,000.00

Distributions

Account Number	Account Name	Project Account Key	Separate Sales Tax	Percent	Dist Amount
263-5610-59300	Construction Costs			100.00%	46,740.00

REQ000666	GUARD RAIL ACOFEN - ALCORN FENCE COMPANY	Approved	NORMA RAMIREZ City Manager	10/12/2022	0	10,390.00

Items

Description	Sequence	Part Number	Units	Price	Tax	Shipping	Discount	Paid
GUARD RAIL	1		1	10390	0	0	0	10,390.00

Distributions

Account Number	Account Name	Project Account Key	Separate Sales Tax	Percent	Dist Amount
200-3120-53821	Traffic Markings/Signs			100.00%	10,390.00

REQ000667	NETWORK REVIEW SRVS IRORAN - IRON RANGE CYBER	Approved	ELIZABETH HERRERA Director of Admin. Services	10/12/2022	0	4,200.00

Items

Description	Sequence	Part Number	Units	Price	Tax	Shipping	Discount	Paid
NETWORK REVIEW SRVS	1		0	0	0	0	0	-

Distributions

Account Number	Account Name	Project Account Key	Separate Sales Tax	Percent	Dist Amount
550-6100-53111	Contract Services - Private			100.00%	4,200.00

REQ000668	IRRIGATION SUPPLIES EWIIRR - EWING IRRIGATION PRODUCTS INC.	Approved	NORMA RAMIREZ City Council	10/13/2022	0	23,019.80

Items

Description	Sequence	Part Number	Units	Price	Tax	Shipping	Discount	Paid
IRRIGATION SUPPLIES	1		1	23019.8	0	0	0	-

Distributions

Account Number	Account Name	Project Account Key	Separate Sales Tax	Percent	Dist Amount
263-5610-59300	Construction Costs			100.00%	23,019.80

REQ000670	Skateboarding Class 10/8 DANPER - DANIEL PEREZ	Approved	ADRIANA DOMINGUEZ Director of Comm. Services	10/14/2022	0	1,102.50

Items

Description	Sequence	Part Number	Units	Price	Tax	Shipping	Discount	Paid
Skateboarding Class 10/8	1		0	0	0	0	0	1,102.50

Distributions

Account Number	Account Name	Project Account Key	Separate Sales Tax	Percent	Dist Amount
100-4100-53111	Contract Services - Private			100.00%	1,102.50

Requisition Number	Description / Vendor	Status	Requested by / Approved By	Issue Date	Trade Discount	Paid
REQ000671	CAST IRON CITY SIGN BRASIG - BRAVO SIGN & DESIGN	Approved	NORMA RAMIREZ Director of Dev. Services	10/17/2022	0	4,471.80

Items

Description	Sequence	Part Number	Units	Price	Tax	Shipping	Discount	Paid
CAST IRON CITY SIGN	1		0	0	0	0	0	-

Distributions

Account Number	Account Name	Project Account Key	Separate Sales Tax	Percent	Dist Amount
263-5610-59300	Construction Costs			100.00%	4,471.80

Requisition Number	Description / Vendor	Status	Requested by / Approved By	Issue Date	Trade Discount	Paid
REQ000672	Tree Decorating - Holiday 2022 CELHOL - CLIPA, LLC	Approved	ADRIANA DOMINGUEZ City Council	10/17/2022	0	20,500.00

Items

Description	Sequence	Part Number	Units	Price	Tax	Shipping	Discount	Paid
Tree Deorating - Holiday 2022	1		0	0	0	0	0	20,500.00

Distributions

Account Number	Account Name	Project Account Key	Separate Sales Tax	Percent	Dist Amount
100-4140-53979	Special Events	62023E		100.00%	20,500.00

Requisition Number	Description / Vendor	Status	Requested by / Approved By	Issue Date	Trade Discount	Paid
REQ000673	ATEM-EXTREME SWITCHER AMABUS - AMAZON CAPITAL SERVICES INC	Approved	REGINA NEWCOMB Director of Admin. Services	10/24/2022	0	1,295.00

Items

Description	Sequence	Part Number	Units	Price	Tax	Shipping	Discount	Paid
ATEM-EXTREME SWITCHER	1		0	0	0	0	0	-

Distributions

Account Number	Account Name	Project Account Key	Separate Sales Tax	Percent	Dist Amount
550-6100-53018	Computer Hardware & Supplies			100.00%	1,295.00

Requisition Number	Description / Vendor	Status	Requested by / Approved By	Issue Date	Trade Discount	Paid
REQ000674	SECURITY BADGING - CITY FACILITIES SUPALA - SUPERIOR ALARM SYSTEMS	Approved	Alexander Merkel City Manager	10/25/2022	0	13,140.60

Items

Description	Sequence	Part Number	Units	Price	Tax	Shipping	Discount	Paid
SECURITY BADGING & PRINTER-CITY FA	1		0	0	0	0	0	-

Distributions

Account Number	Account Name	Project Account Key	Separate Sales Tax	Percent	Dist Amount
263-3320-53996	Furniture/Office Equipment	100023E		100.00%	13,140.60

Requisition Number	Description / Vendor	Status	Requested by / Approved By	Issue Date	Trade Discount	Paid
REQ000677	LA PUENTE PARK SNACK BAR MENU BOXES SUPALA - SUPERIOR ALARM SYSTEMS	Approved	ELIZABETH HERRERA City Manager	10/28/2022	0	8,090.60

Items

Description	Sequence	Part Number	Units	Price	Tax	Shipping	Discount	Paid
LA PUENTE PARK SNACK BAR MENU BO	1		0	0	514.6	0	0	-

Distributions

Account Number	Account Name	Project Account Key	Separate Sales Tax	Percent	Dist Amount
280-5606-59300	CONSTRUCTION COSTS			100.00%	8,090.60

Requisition Number	Description / Vendor	Status	Requested by / Ship To	Issue Date	Trade Discount	Paid
REQ000678	Snow - Holiday Parade 2022 ARCTIC - ARCTIC GLACIER ICE, INC.	Approved	ADRIANA DOMINGUEZ City Manager	10/31/2022	0	6,579.50

Items

Description	Sequence	Part Number	Units	Price	Tax	Shipping	Discount	Paid
Snow - Holiday Parade 2022	1		0	0	0	0	0	3,289.75

Distributions

Account Number	Account Name	Project Account Key	Separate Sales Tax	Percent	Dist Amount
100-4140-53979	Special Events	62023E		100.00%	6,579.50

Requisition Number	Description / Vendor	Status	Requested by / Ship To	Issue Date	Trade Discount	Paid
REQ000679	Main Street Decorations - 2022 CELHOL - CLIPA, LLC	Approved	ADRIANA DOMINGUEZ City Manager	10/31/2022	0	19,500.00

Items

Description	Sequence	Part Number	Units	Price	Tax	Shipping	Discount	Paid
Main Street Decorations - 2022	1		0	0	0	0	0	9,750.00

Distributions

Account Number	Account Name	Project Account Key	Separate Sales Tax	Percent	Dist Amount
100-4140-53979	Special Events	62023E		100.00%	19,500.00

Requisition Count: **17** **TOTAL** **170,031.33**

City of La Puente
AGENDA REPORT

To: Mayor and City Council For meeting of: November 15, 2022

From: Bob Lindsey, City Manager

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

SUBJECT: PRESENTATION OF SEPTEMBER & OCTOBER 2022 INVESTMENT REPORTS

BACKGROUND

This report presents the City's investment portfolio for the periods of September and October 2022. The attachments provide details of the City's portfolio. They have been prepared to comply with regulations contained in California Government Code Section 53600 and the Statement of Investment Policy approved by City Council on June 14, 2022.

The investment objectives of the City of La Puente are first, to provide safety of principal to ensure the preservation of capital in the overall portfolio, second, to provide sufficient liquidity to meet all operating requirements, and third, to earn a commensurate rate of return consistent with the constraints imposed by the safety and liquidity objectives.

The City follows the practice of pooling cash and investments for all funds under its direct control. Interest earned on pooled cash and investments is allocated to the various funds based on the respective fund's average quarterly cash balance. It is common for governments to pool the cash and investments of various funds to improve investment performance. By pooling funds, cities are able to benefit from economies of scale, diversification, liquidity and ease of administration.

DISCUSSION

The Investment Reports for September and October 2022 has been provided as an attachment for your review.

The following table summarizes the City's investment activity for the period:

Trans.	Asset	Purchase	Rate	Maturity	Value
Purchase	Certificate of Deposit (CD) – Cobalt Credit Union	09/01/2022	3.60%	09/15/2027	$249,000
Purchase	Certificate of Deposit (CD) – Healthcare System FCU	09/07/2022	3.60%	09/21/2026	$249,000
Purchase	Federal Government Obligations-FHLMC	09/15/2022	3.74%	08/01/2027	$250,000

FISCAL IMPACT

Idle cash invested in certificates of deposit, government securities, and corporate bonds typically return higher yields than LAIF (Local Agency Investment Fund). This maximizes returns without assuming substantial additional risk.

SUMMARY

In summary, the City has conservatively placed its investment portfolio in LAIF, federal agency securities, corporate bonds, and certificates of deposit. The portfolio complies with the Statement of Investment Policy and the City has the ability to meet its expenditure requirements for the next six months.

RECOMMENDATION

It is recommended that the City Council receive and file this report.

ATTACHMENTS

Attachment A – Investment Report-September
Attachment B – Certificates of Deposit-September
Attachment C – Corporate Bonds-September
Attachment D – Municipal Bonds-September
Attachment E – Charts-September
Attachment F – Investment Report-October
Attachment G – Certificates of Deposit-October
Attachment H – Corporate Bonds-October
Attachment I – Municipal Bonds-October
Attachment J – Charts-October

CITY OF LA PUENTE

ATTACHMENT A

Cash and Investment Report
September 30, 2022

Investment Type	Issuer	Purchase Date	Maturity Date	Interest Rate	Face Value	Book Value	Market Value	Source of Market Valuation
Local Agency Investment Fund	State of California			0.685%	**$ 2,371,106**	**$ 2,371,106**	**$ 2,340,579**	LAIF
Government Obligations								
U.S. Agency Security	FFCB	06/07/19	06/13/24	1.950%	250,000	249,904	240,975	Stifel
U.S. Agency Security	FFCB	06/10/20	06/10/25	0.680%	250,000	250,000	225,920	Multi-Bank
U.S. Agency Security	FFCB	06/02/20	06/09/25	0.500%	250,000	250,000	226,428	Stifel
U.S. Agency Security	FFCB	03/22/21	04/01/25	0.710%	250,000	250,000	227,703	Stifel
U.S. Agency Security	FFCB	02/24/21	03/03/26	0.790%	250,000	250,000	221,020	Stifel
U.S. Agency Security	FFCB	08/03/21	08/10/26	0.710%	250,000	250,000	217,245	Stifel
U.S. Agency Security	FFCB	08/30/21	09/01/26	0.870%	250,000	499,800	436,470	Stifel
U.S. Agency Security	FFCB	08/30/21	02/10/25	0.480%	250,000	249,750	227,580	Stifel
U.S. Agency Security	FFCB	09/23/21	09/28/26	0.940%	250,000	249,500	217,585	Stifel
U.S. Agency Security	FFCB	09/02/21	09/08/26	0.870%	250,000	250,000	218,115	Stifel
U.S. Agency Security	FFCB	07/29/20	07/29/25	0.580%	250,000	250,000	224,145	Stifel
U.S. Agency Security	FFCB	10/07/21	10/07/26	1.000%	250,000	249,625	219,228	Stifel
U.S. Agency Security	FFCB	10/28/21	11/03/26	1.330%	250,000	250,000	222,015	Stifel
U.S. Agency Security	FFCB	11/10/21	11/16/26	1.270%	250,000	250,000	220,463	Stifel
U.S. Agency Security	FFCB	11/24/21	11/30/26	1.460%	500,000	500,000	443,900	Stifel
U.S. Agency Security	FHLB	05/05/20	05/19/25	0.750%	250,000	250,000	226,348	Stifel
U.S. Agency Security	FHLB	03/02/21	02/26/26	0.850%	250,000	250,000	221,208	Stifel
U.S. Agency Security	FHLB	03/08/21	03/30/26	0.980%	250,000	250,000	221,638	Stifel
U.S. Agency Security	FHLB	03/11/21	03/25/26	0.875%	250,000	251,000	220,898	Stifel
U.S. Agency Security	FHLB	06/29/20	06/30/25	0.650%	375,000	375,000	343,931	Stifel
U.S. Agency Security	FHLB	02/09/21	02/09/26	0.300%	250,000	250,000	220,278	Stifel
U.S. Agency Security	FHLB	08/10/21	02/18/26	0.600%	250,000	248,250	219,908	Stifel
U.S. Agency Security	FHLB	02/18/21	02/18/26	0.600%	250,000	250,000	219,908	Multi-Bank
U.S. Agency Security	FHLB	02/26/21	02/26/26	0.580%	250,000	250,000	219,113	Multi-Bank
U.S. Agency Security	FHLB	01/26/21	01/26/26	0.560%	250,000	250,000	219,620	Multi-Bank
U.S. Agency Security	FHLB	02/24/21	02/24/26	0.625%	250,000	249,500	219,505	Stifel
U.S. Agency Security	FHLB	02/25/21	02/25/26	0.660%	250,000	250,000	219,755	Stifel
U.S. Agency Security	FHLB	02/12/21	02/12/26	0.520%	250,000	249,750	218,958	Stifel
U.S. Agency Security	FHLB	05/18/21	05/26/26	1.030%	250,000	250,000	221,288	Multi-Bank
U.S. Agency Security	FHLB	06/29/20	06/30/25	0.680%	250,000	250,000	225,155	Stifel
U.S. Agency Security	FHLB	09/30/21	10/13/26	1.100%	250,000	249,823	219,095	Stifel
U.S. Agency Security	FHLB	04/22/21	02/24/26	0.750%	250,000	249,375	220,475	Stifel
U.S. Agency Security	FHLB	02/25/22	02/25/27	2.000%	250,000	250,000	225,140	Stifel
U.S. Agency Security	FHLB	04/28/22	05/10/27	3.100%	250,000	249,750	234,808	Stifel
U.S. Agency Security	FHLB	07/12/22	06/30/27	3.250%	250,000	250,089	239,488	Stifel
U.S. Agency Security	FHLB	08/18/22	04/21/27	2.250%	250,000	248,406	238,513	Stifel
U.S. Agency Security	FHLB	08/29/22	08/28/25	3.600%	250,000	249,625	245,335	Stifel
U.S. Agency Security	FHLMC	06/19/20	06/30/25	0.720%	250,000	250,000	225,423	Stifel
U.S. Agency Security	FHLMC	07/14/20	07/14/25	0.600%	250,000	250,000	226,188	Stifel
U.S. Agency Security	FHLMC	07/23/20	07/23/25	0.500%	250,000	249,625	225,320	Stifel
U.S. Agency Security	FHLMC	04/12/22	10/08/24	2.500%	250,000	249,729	240,185	Stifel
U.S. Agency Security	FHLMC	05/05/22	05/26/27	3.250%	250,000	250,000	243,743	Stifel
U.S. Agency Security	FHLMC	09/15/22	08/01/27	3.740%	250,000	248,540	240,855	Stifel
U.S. Agency Security	FNMA	06/04/20	06/04/25	0.710%	250,000	250,000	226,240	Multi-Bank
U.S. Agency Security	FNMA	07/22/20	07/22/25	0.600%	250,000	250,000	224,433	Stifel
U.S. Agency Security	FNMA	08/03/20	08/19/25	0.625%	250,000	250,000	223,958	Stifel
U.S. Agency Security	FNMA	08/03/20	08/12/25	0.500%	250,000	250,000	224,443	Stifel
U.S. Agency Security	FNMA	07/21/21	10/22/25	0.560%	250,000	249,529	222,035	Stifel
U.S. Agency Security	FNMA	08/17/20	08/14/25	0.500%	250,000	249,875	223,213	Stifel
U.S. Agency Security	FNMA	07/21/22	09/01/26	2.150%	250,000	238,655	228,093	Stifel
U.S. Agency Security	FNMA	08/16/22	04/01/26	2.670%	250,000	224,798	215,714	Stifel
U.S. Agency Security	FNMA	07/29/20	07/29/25	0.700%	250,000	250,000	224,933	Multi-Bank
U.S. Agency Security	Treasury	05/12/21	12/31/25	0.375%	250,000	245,850	221,103	Stifel
U.S. Agency Security	Treasury	06/24/21	06/30/25	0.250%	250,000	246,125	224,453	Stifel
U.S. Agency Security	Treasury	06/15/21	11/30/25	0.375%	250,000	247,659	221,690	Stifel
U.S. Agency Security	Treasury	06/24/21	02/28/26	0.500%	250,000	246,775	220,635	Stifel
U.S. Agency Security	Treasury	07/21/21	09/30/25	0.250%	250,000	246,675	222,218	Stifel
U.S. Agency Security	Treasury	07/29/21	08/31/25	0.250%	250,000	248,150	222,765	Stifel
U.S. Agency Security	Treasury	08/10/21	10/31/25	0.250%	250,000	246,725	221,435	Stifel
U.S. Agency Security	Treasury	09/29/21	06/30/26	0.875%	250,000	249,550	221,415	Stifel
U.S. Agency Security	Treasury	11/15/21	01/31/26	0.375%	250,000	242,450	220,235	Stifel
U.S. Agency Security	Treasury	04/29/21	04/30/26	0.750%	500,000	497,800	442,950	Stifel
Total Government Securities					**16,125,000**	**16,297,657**	**14,702,819**	
Municipal Bonds* **				various	**500,000**	**496,726**	**461,850**	
Negotiable Certificates of Deposit * **				various	**10,668,000**	**10,668,205**	**9,806,205**	
Corporate Bonds* **				various	**250,000**	**250,224**	**238,170**	
	Total Investments				**$ 29,914,106**	**$ 30,083,918**	**$ 27,549,624**	
	Deposits in Bank					838,512 *		
	Miscellaneous Cash					2,200 **		
	Total Cash and Deposits					**840,712**		
	Total Investments, Cash and Deposits					**$ 30,924,631**		

I certify that this investment portfolio is in conformity with the Investment Policy of the City of La Puente as stated in Resolution No. 22-5729 dated June 14, 2022. The Investment Program provides sufficient liquidity to meet the next six months' estimated expenditures.

Troy O. Grunklee, CPA
Dir. Of Aministrative Services

Alex Merkel Medina
Finance Manager

* *Deposits represent the equity in the checking & payroll accounts.*
** *Miscellaneous cash represents a total of all petty cash accounts.*
*** *Detailed list of Negotiable Certificates of Deposit/Corporate Bonds attached*

CITY OF LA PUENTE **Cash and Investment Report** **September 30, 2022**

Negotiable Certificates of Deposit

Issuer	Purchase Date	Maturity Date	Interest Rate	Face Value	Book Value	Market Value	Source of Valuation
JP Morgan Chase Bank	5/19/20	5/28/25	1.00%	248,000	248,000	227,421	Stifel
Greenstate Credit Union	3/30/21	4/16/26	0.95%	249,000	249,000	221,239	Stifel
UBS Bank	6/15/21	6/23/26	0.75%	248,000	248,000	217,308	Stifel
Parsons FCU	6/24/21	6/30/26	0.50%	249,000	249,000	219,130	Stifel
State Bank of India, NY	5/5/21	5/19/26	1.00%	248,000	248,000	220,313	Stifel
Mountain America FCU	4/23/19	3/27/23	3.00%	249,000	249,205	247,927	Stifel
Sallie Mae Bank	6/30/21	7/8/26	1.00%	247,000	247,000	218,454	Stifel
Medallion Bank	9/14/21	9/30/26	0.90%	249,000	249,000	217,514	Stifel
Goldman Sachs Bank	7/20/21	7/28/26	1.00%	248,000	248,000	218,364	Stifel
Capital One Bank NA	11/8/21	11/17/26	1.10%	248,000	248,000	217,707	Stifel
Morgan Stanley Bank NA	6/6/19	6/6/24	2.70%	246,000	246,000	239,840	Stifel
Morgan Stanley Private Bank	4/23/19	4/25/24	2.75%	246,000	246,000	240,504	Stifel
East Boston Savings Bank	8/14/20	8/14/25	0.50%	248,000	248,000	222,305	Stifel
Merrick Bank	7/31/19	7/31/24	2.20%	249,000	249,000	239,892	Stifel
Citadel Federal Credit Union	2/26/20	2/27/25	1.65%	248,000	248,000	232,877	Stifel
Axos Bank	2/27/20	3/26/25	1.65%	249,000	249,000	233,315	Stifel
Pathfinder Bank	10/2/20	10/14/25	0.50%	249,000	249,000	221,762	Stifel
Third Federal Savings & Loan-Cleveland	7/29/21	8/13/24	0.50%	248,000	248,000	231,255	Stifel
Toyota Bank	7/21/21	7/29/26	0.95%	248,000	248,000	218,500	Stifel
BMW Bank	7/21/21	7/30/24	0.55%	248,000	248,000	231,828	Stifel
Synchrony Bank	8/24/21	8/27/26	0.90%	248,000	248,000	218,557	Stifel
Pentagon FCU	8/17/21	9/1/26	0.85%	249,000	249,000	217,648	Stifel
New York Community Bank	8/31/21	9/10/24	0.65%	249,000	249,000	232,232	Stifel
Texas Exchange Bank	9/28/21	11/14/25	0.85%	249,000	249,000	223,607	Stifel
USF Federal Credit Union	10/14/21	10/28/26	0.90%	249,000	249,000	216,896	Stifel
Live Oak Bank	10/4/21	10/19/26	0.90%	249,000	249,000	217,096	Stifel
Bank Hapoalim	12/8/21	12/26/26	1.35%	248,000	248,000	219,468	Stifel
Connexus Credit Union	12/20/21	12/23/26	1.15%	249,000	249,000	219,025	Stifel
Nelnet Bank	1/24/22	2/2/27	1.45%	248,000	248,000	219,517	Stifel
Amerant Bank	2/14/22	2/16/27	1.60%	248,000	248,000	220,725	Stifel
Beal Bank	3/1/22	3/3/27	2.05%	248,000	248,000	224,891	Stifel
Ally Bank	7/22/22	7/28/26	3.25%	246,000	246,000	236,529	Stifel
Capital One Bank USA	7/14/22	7/20/27	3.40%	245,000	245,000	234,264	Stifel
Discover Bank	7/14/22	7/20/27	3.35%	245,000	245,000	233,740	Stifel
American Express National Bank	7/22/22	7/27/27	3.45%	245,000	245,000	234,629	Stifel
St. Vincent Medical Center Credit Union	8/3/22	8/12/27	3.50%	249,000	249,000	238,985	Stifel
Belmont Bank	8/5/22	8/24/27	3.15%	249,000	249,000	235,004	Stifel
Resource One Credit Union	8/3/22	8/18/25	3.30%	249,000	249,000	241,966	Stifel
Cobalt Credit Union	9/1/22	9/15/27	3.60%	249,000	249,000	239,772	Stifel
Healthcare System FCU	9/7/22	9/21/26	3.60%	249,000	249,000	242,195	Stifel
First Bank of DeQueen	8/21/19	8/30/24	1.80%	249,000	249,000	237,608	Multi-Bank
Luana Savings Bank	2/28/20	2/28/25	1.55%	248,000	248,000	232,344	Multi-Bank
Celtic Bank	4/17/20	4/17/25	1.50%	249,000	249,000	232,051	Multi-Bank
Total for Negotiable Certificates of Deposit				**$ 10,668,000**	**$10,668,205**	**$ 9,806,205**	

CITY OF LA PUENTE **Cash and Investment Report** **September 30, 2022**

Corporate Bonds

Issuer	Purchase Date	Maturity Date	Interest Rate	Face Value	Book Value	Market Value	Market Valuation
Coca Cola	10/10/19	9/6/24	1.75%	250,000	250,224	238,170	Stifel
Total for Negotiable Corporate Bonds				**$ 250,000**	**$ 250,224**	**$ 238,170**	

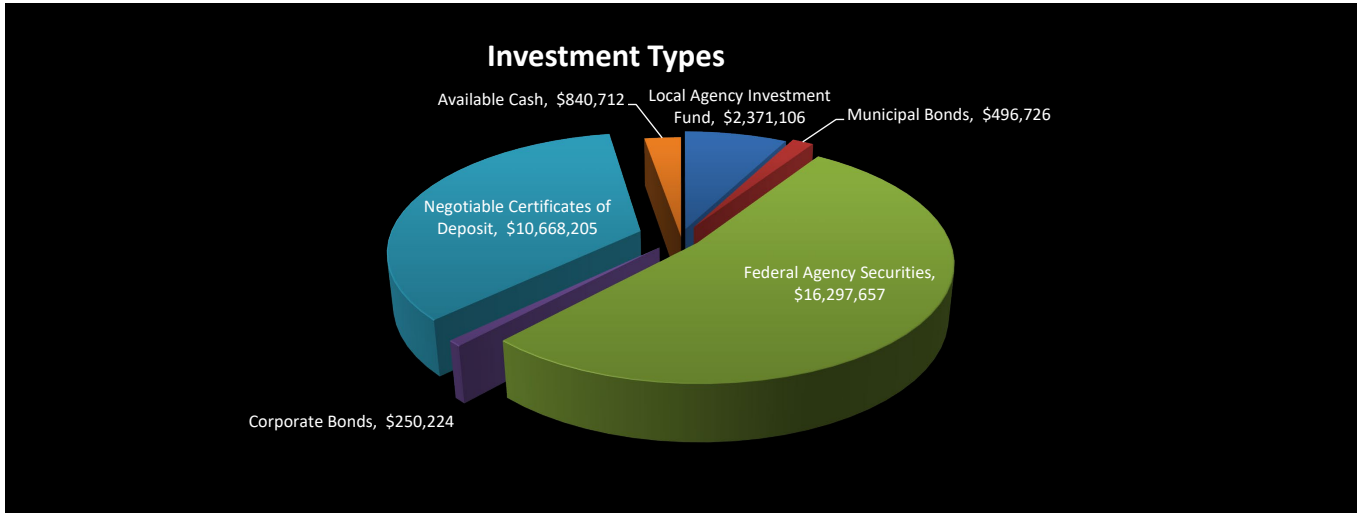
CITY OF LA PUENTE **Cash and Investment Report** **September 30, 2022**

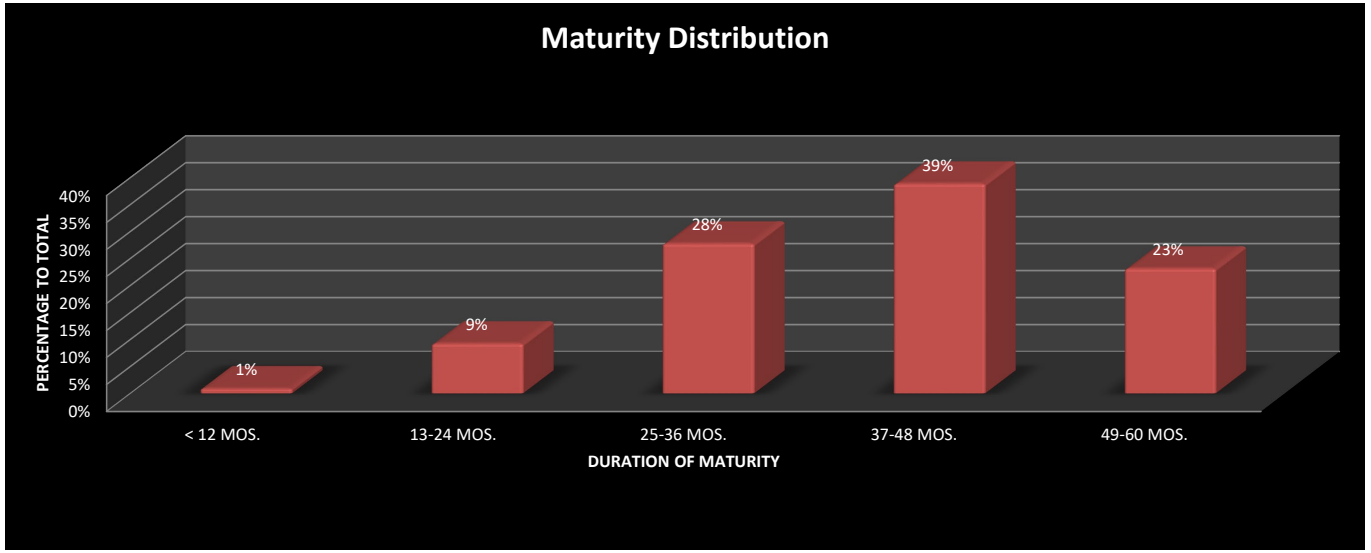
Municipal Bonds

Issuer	Purchase Date	Maturity Date	Interest Rate	Face Value	Book Value	Market Value	Market Valuation
State of California	1/11/21	4/1/25	3.38%	250,000	247,965	213,924	Multi-Bank
Los Angeles Airport Revenue Bonds	7/16/18	5/15/23	2.79%	250,000	248,761	247,927	Stifel
Total for Municipal Bonds				**$ 500,000**	**$ 496,726**	**$ 461,850**	

CITY OF LA PUENTE ATTACHMENT E

Cash and Investment Report Charts **September 30, 2022**





CITY OF LA PUENTE

ATTACHMENT A

Cash and Investment Report
October 31, 2022

Investment Type	Issuer	Purchase Date	Maturity Date	Interest Rate	Face Value	Book Value	Market Value	Source of Market Valuation
Local Agency Investment Fund	State of California			0.685%	**$ 1,715,176**	**$ 1,715,176**	**$ 1,693,094**	LAIF
Government Obligations								
U.S. Agency Security	FFCB	06/07/19	06/13/24	1.950%	250,000	249,904	238,686	Stifel
U.S. Agency Security	FFCB	06/10/20	06/10/25	0.680%	250,000	250,000	223,460	Multi-Bank
U.S. Agency Security	FFCB	06/02/20	06/09/25	0.500%	250,000	250,000	225,608	Stifel
U.S. Agency Security	FFCB	03/22/21	04/01/25	0.710%	250,000	250,000	226,910	Stifel
U.S. Agency Security	FFCB	02/24/21	03/03/26	0.790%	250,000	250,000	220,058	Stifel
U.S. Agency Security	FFCB	08/03/21	08/10/26	0.710%	250,000	250,000	216,115	Stifel
U.S. Agency Security	FFCB	08/30/21	09/01/26	0.870%	250,000	499,800	434,045	Stifel
U.S. Agency Security	FFCB	08/30/21	02/10/25	0.480%	250,000	249,750	226,845	Stifel
U.S. Agency Security	FFCB	09/23/21	09/28/26	0.940%	250,000	249,500	216,348	Stifel
U.S. Agency Security	FFCB	09/02/21	09/08/26	0.870%	250,000	250,000	216,883	Stifel
U.S. Agency Security	FFCB	07/29/20	07/29/25	0.580%	250,000	250,000	223,373	Stifel
U.S. Agency Security	FFCB	10/07/21	10/07/26	1.000%	250,000	249,625	217,963	Stifel
U.S. Agency Security	FFCB	10/28/21	11/03/26	1.330%	250,000	250,000	220,665	Stifel
U.S. Agency Security	FFCB	11/10/21	11/16/26	1.270%	250,000	250,000	219,113	Stifel
U.S. Agency Security	FFCB	11/24/21	11/30/26	1.460%	500,000	500,000	441,110	Stifel
U.S. Agency Security	FHLB	05/05/20	05/19/25	0.750%	250,000	250,000	225,588	Stifel
U.S. Agency Security	FHLB	03/02/21	02/26/26	0.850%	250,000	250,000	219,978	Stifel
U.S. Agency Security	FHLB	03/08/21	03/30/26	0.980%	250,000	250,000	220,605	Stifel
U.S. Agency Security	FHLB	03/11/21	03/25/26	0.875%	250,000	251,000	219,893	Stifel
U.S. Agency Security	FHLB	06/29/20	06/30/25	0.650%	375,000	375,000	343,039	Stifel
U.S. Agency Security	FHLB	02/09/21	02/09/26	0.300%	250,000	250,000	220,169	Stifel
U.S. Agency Security	FHLB	08/10/21	02/18/26	0.600%	250,000	248,250	218,975	Stifel
U.S. Agency Security	FHLB	02/18/21	02/18/26	0.600%	250,000	250,000	218,975	Multi-Bank
U.S. Agency Security	FHLB	02/26/21	02/26/26	0.580%	250,000	250,000	218,210	Multi-Bank
U.S. Agency Security	FHLB	01/26/21	01/26/26	0.560%	250,000	250,000	218,770	Multi-Bank
U.S. Agency Security	FHLB	02/24/21	02/24/26	0.625%	250,000	249,500	218,595	Stifel
U.S. Agency Security	FHLB	02/25/21	02/25/26	0.660%	250,000	250,000	218,838	Stifel
U.S. Agency Security	FHLB	02/12/21	02/12/26	0.520%	250,000	249,750	218,073	Stifel
U.S. Agency Security	FHLB	05/18/21	05/26/26	1.030%	250,000	250,000	220,175	Multi-Bank
U.S. Agency Security	FHLB	06/29/20	06/30/25	0.680%	250,000	250,000	224,210	Stifel
U.S. Agency Security	FHLB	09/30/21	10/13/26	1.100%	250,000	249,823	217,818	Stifel
U.S. Agency Security	FHLB	04/22/21	02/24/26	0.750%	250,000	249,375	219,538	Stifel
U.S. Agency Security	FHLB	02/25/22	02/25/27	2.000%	250,000	250,000	223,565	Stifel
U.S. Agency Security	FHLB	04/28/22	05/10/27	3.100%	250,000	249,750	233,045	Stifel
U.S. Agency Security	FHLB	07/12/22	06/30/27	3.250%	250,000	250,089	238,273	Stifel
U.S. Agency Security	FHLB	08/18/22	04/21/27	2.250%	250,000	248,406	237,318	Stifel
U.S. Agency Security	FHLB	08/29/22	08/28/25	3.600%	250,000	249,625	244,260	Stifel
U.S. Agency Security	FHLMC	06/19/20	06/30/25	0.720%	250,000	250,000	224,458	Stifel
U.S. Agency Security	FHLMC	07/14/20	07/14/25	0.600%	250,000	250,000	225,523	Stifel
U.S. Agency Security	FHLMC	07/23/20	07/23/25	0.500%	250,000	249,625	224,513	Stifel
U.S. Agency Security	FHLMC	04/12/22	10/08/24	2.500%	250,000	249,729	239,133	Stifel
U.S. Agency Security	FHLMC	05/05/22	05/26/27	3.250%	250,000	250,000	242,658	Stifel
U.S. Agency Security	FHLMC	09/15/22	08/01/27	3.740%	250,000	248,540	237,177	Stifel
U.S. Agency Security	FNMA	06/04/20	06/04/25	0.710%	250,000	250,000	225,440	Multi-Bank
U.S. Agency Security	FNMA	07/22/20	07/22/25	0.600%	250,000	250,000	223,665	Stifel
U.S. Agency Security	FNMA	08/03/20	08/19/25	0.625%	250,000	250,000	223,333	Stifel
U.S. Agency Security	FNMA	08/03/20	08/12/25	0.500%	250,000	250,000	223,653	Stifel
U.S. Agency Security	FNMA	07/21/21	10/22/25	0.560%	250,000	249,529	221,290	Stifel
U.S. Agency Security	FNMA	08/17/20	08/14/25	0.500%	250,000	249,875	222,485	Stifel
U.S. Agency Security	FNMA	07/21/22	09/01/26	2.150%	250,000	238,655	225,393	Stifel
U.S. Agency Security	FNMA	08/16/22	04/01/26	2.670%	250,000	224,798	213,192	Stifel
U.S. Agency Security	FNMA	07/29/20	07/29/25	0.700%	250,000	250,000	224,135	Multi-Bank
U.S. Agency Security	Treasury	05/12/21	12/31/25	0.375%	250,000	245,850	220,430	Stifel
U.S. Agency Security	Treasury	06/24/21	06/30/25	0.250%	250,000	246,125	224,170	Stifel
U.S. Agency Security	Treasury	06/15/21	11/30/25	0.375%	250,000	247,659	220,958	Stifel
U.S. Agency Security	Treasury	06/24/21	02/28/26	0.500%	250,000	246,775	219,765	Stifel
U.S. Agency Security	Treasury	07/21/21	09/30/25	0.250%	250,000	246,675	221,835	Stifel
U.S. Agency Security	Treasury	07/29/21	08/31/25	0.250%	250,000	248,150	222,285	Stifel
U.S. Agency Security	Treasury	08/10/21	10/31/25	0.250%	250,000	246,725	220,820	Stifel
U.S. Agency Security	Treasury	09/29/21	06/30/26	0.875%	250,000	249,550	220,390	Stifel
U.S. Agency Security	Treasury	11/15/21	01/31/26	0.375%	250,000	242,450	219,503	Stifel
U.S. Agency Security	Treasury	04/29/21	04/30/26	0.750%	500,000	497,800	440,975	Stifel
Total Government Securities					**16,125,000**	**16,297,657**	**14,632,257**	
Municipal Bonds* **				various	**500,000**	**496,726**	**459,978**	
Negotiable Certificates of Deposit * **				various	**10,668,000**	**10,668,205**	**9,692,386**	
Corporate Bonds* **				various	**250,000**	**250,224**	**237,748**	
	Total Investments				**$ 29,258,176**	**$ 29,427,988**	**$ 26,715,462**	
	Deposits in Bank					1,917,661 *		
	Miscellaneous Cash					2,200 **		
	Total Cash and Deposits					**1,919,861**		
	Total Investments, Cash and Deposits					**$ 31,347,849**		

I certify that this investment portfolio is in conformity with the Investment Policy of the City of La Puente as stated in Resolution No. 22-5729 dated June 14, 2022. The Investment Program provides sufficient liquidity to meet the next six months' estimated expenditures.

Troy O. Grunklee, CPA
Dir. Of Aministrative Services

Alex Merkel Medina
Finance Manager

* *Deposits represent the equity in the checking & payroll accounts.*
** *Miscellaneous cash represents a total of all petty cash accounts.*
*** *Detailed list of Negotiable Certificates of Deposit/Corporate Bonds attached*

CITY OF LA PUENTE **Cash and Investment Report** **October 31, 2022**

Negotiable Certificates of Deposit

Issuer	Purchase Date	Maturity Date	Interest Rate	Face Value	Book Value	Market Value	Source of Valuation
JP Morgan Chase Bank	5/19/20	5/28/25	1.00%	248,000	248,000	225,777	Stifel
Greenstate Credit Union	3/30/21	4/16/26	0.95%	249,000	249,000	218,602	Stifel
UBS Bank	6/15/21	6/23/26	0.75%	248,000	248,000	214,438	Stifel
Parsons FCU	6/24/21	6/30/26	0.50%	249,000	249,000	216,232	Stifel
State Bank of India, NY	5/5/21	5/19/26	1.00%	248,000	248,000	217,600	Stifel
Mountain America FCU	4/23/19	3/27/23	3.00%	249,000	249,205	248,021	Stifel
Sallie Mae Bank	6/30/21	7/8/26	1.00%	247,000	247,000	215,537	Stifel
Medallion Bank	9/14/21	9/30/26	0.90%	249,000	249,000	214,155	Stifel
Goldman Sachs Bank	7/20/21	7/28/26	1.00%	248,000	248,000	215,368	Stifel
Capital One Bank NA	11/8/21	11/17/26	1.10%	248,000	248,000	214,294	Stifel
Morgan Stanley Bank NA	6/6/19	6/6/24	2.70%	246,000	246,000	238,686	Stifel
Morgan Stanley Private Bank	4/23/19	4/25/24	2.75%	246,000	246,000	239,427	Stifel
East Boston Savings Bank	8/14/20	8/14/25	0.50%	248,000	248,000	220,606	Stifel
Merrick Bank	7/31/19	7/31/24	2.20%	249,000	249,000	238,649	Stifel
Citadel Federal Credit Union	2/26/20	2/27/25	1.65%	248,000	248,000	231,233	Stifel
Axos Bank	2/27/20	3/26/25	1.65%	249,000	249,000	231,605	Stifel
Pathfinder Bank	10/2/20	10/14/25	0.50%	249,000	249,000	219,947	Stifel
Third Federal Savings & Loan-Cleveland	7/29/21	8/13/24	0.50%	248,000	248,000	230,375	Stifel
Toyota Bank	7/21/21	7/29/26	0.95%	248,000	248,000	215,490	Stifel
BMW Bank	7/21/21	7/30/24	0.55%	248,000	248,000	230,975	Stifel
Synchrony Bank	8/24/21	8/27/26	0.90%	248,000	248,000	215,390	Stifel
Pentagon FCU	8/17/21	9/1/26	0.85%	249,000	249,000	214,434	Stifel
New York Community Bank	8/31/21	9/10/24	0.65%	249,000	249,000	231,249	Stifel
Texas Exchange Bank	9/28/21	11/14/25	0.85%	249,000	249,000	221,620	Stifel
USF Federal Credit Union	10/14/21	10/28/26	0.90%	249,000	249,000	213,465	Stifel
Live Oak Bank	10/4/21	10/19/26	0.90%	249,000	249,000	213,687	Stifel
Bank Hapoalim	12/8/21	12/26/26	1.35%	248,000	248,000	215,973	Stifel
Connexus Credit Union	12/20/21	12/23/26	1.15%	249,000	249,000	215,482	Stifel
Nelnet Bank	1/24/22	2/2/27	1.45%	248,000	248,000	215,968	Stifel
Amerant Bank	2/14/22	2/16/27	1.60%	248,000	248,000	217,129	Stifel
Beal Bank	3/1/22	3/3/27	2.05%	248,000	248,000	221,161	Stifel
Ally Bank	7/22/22	7/28/26	3.25%	246,000	246,000	232,957	Stifel
Capital One Bank USA	7/14/22	7/20/27	3.40%	245,000	245,000	230,182	Stifel
Discover Bank	7/14/22	7/20/27	3.35%	245,000	245,000	229,670	Stifel
American Express National Bank	7/22/22	7/27/27	3.45%	245,000	245,000	230,528	Stifel
St. Vincent Medical Center Credit Union	8/3/22	8/12/27	3.50%	249,000	249,000	234,767	Stifel
Belmont Bank	8/5/22	8/24/27	3.15%	249,000	249,000	230,875	Stifel
Resource One Credit Union	8/3/22	8/18/25	3.30%	249,000	249,000	239,640	Stifel
Cobalt Credit Union	9/1/22	9/15/27	3.60%	249,000	249,000	235,529	Stifel
Healthcare System FCU	9/7/22	9/21/26	3.60%	249,000	249,000	238,186	Stifel
First Bank of DeQueen	8/21/19	8/30/24	1.80%	249,000	249,000	236,383	Multi-Bank
Luana Savings Bank	2/28/20	2/28/25	1.55%	248,000	248,000	230,757	Multi-Bank
Celtic Bank	4/17/20	4/17/25	1.50%	249,000	249,000	230,335	Multi-Bank
Total for Negotiable Certificates of Deposit				**$ 10,668,000**	**$10,668,205**	**$ 9,692,386**	

CITY OF LA PUENTE **Cash and Investment Report** **October 31, 2022**

Corporate Bonds

Issuer	Purchase Date	Maturity Date	Interest Rate	Face Value	Book Value	Market Value	Market Valuation
Coca Cola	10/10/19	9/6/24	1.75%	250,000	250,224	237,748	Stifel
Total for Negotiable Corporate Bonds				**$ 250,000**	**$ 250,224**	**$ 237,748**	

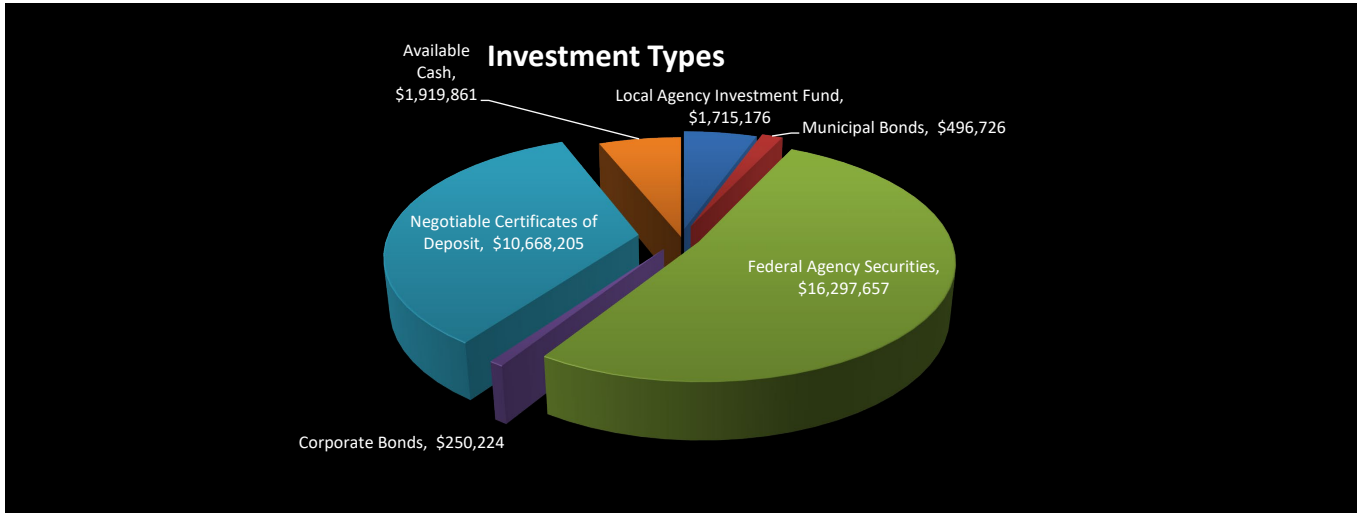
CITY OF LA PUENTE **Cash and Investment Report** **October 31, 2022**

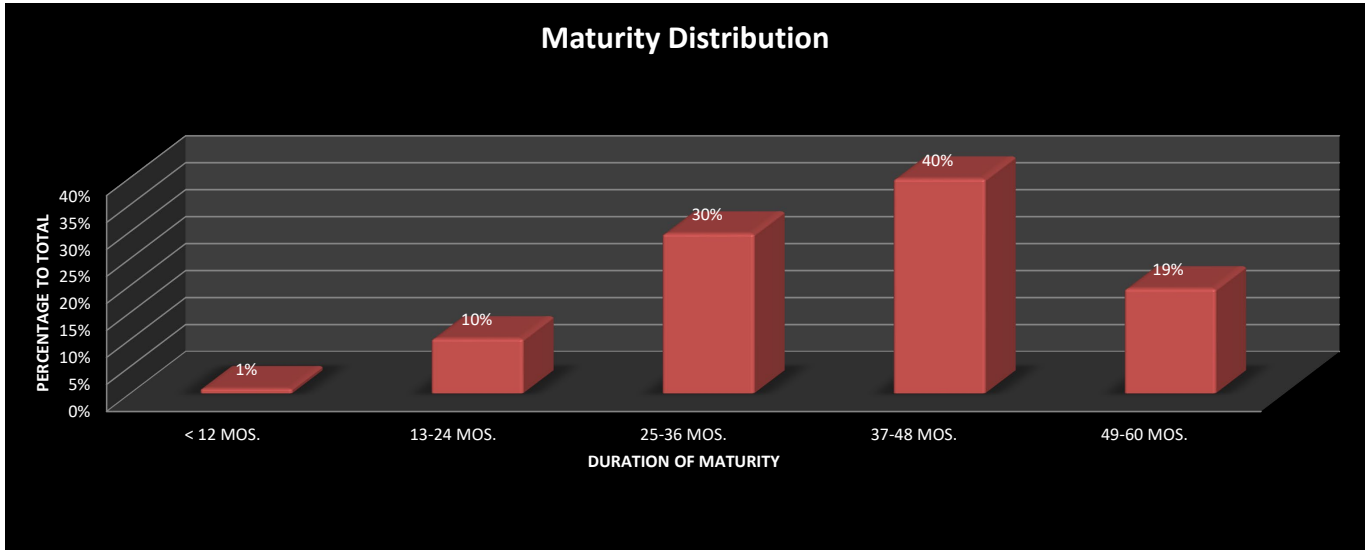
Municipal Bonds

Issuer	Purchase Date	Maturity Date	Interest Rate	Face Value	Book Value	Market Value	Market Valuation
State of California	1/11/21	4/1/25	3.38%	250,000	247,965	212,703	Multi-Bank
Los Angeles Airport Revenue Bonds	7/16/18	5/15/23	2.79%	250,000	248,761	247,275	Stifel
Total for Municipal Bonds				**$ 500,000**	**$ 496,726**	**$ 459,978**	

CITY OF LA PUENTE ATTACHMENT E

Cash and Investment Report Charts **October 31, 2022**





City of La Puente
AGENDA REPORT

To: Mayor and City Council For meeting of: November 15, 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 November 14, 2022 through December 14, 2022, pursuant to Brown Act provisions.

FISCAL IMPACT

None.

RECOMMENDATION

It is recommended that the City Council adopt Resolution No. 22-5760, authorizing the City Council, City Boards, and all Commissions of the City continue to hold teleconferenced meetings from November 14, 2022, through December 14, 2022.

ATTACHMENTS

Attachment “A”: Resolution No. 22-5760

RESOLUTION NO. 22-5760

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 NOVEMBER 14, 2022, THROUGH DECEMBER 14, 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 November 14, 2022 and continuing until the earlier of December 14, 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 15th day of November, 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: November 15, 2022

From: Bob Lindsey, City Manager

By: John Di Mario, Director of Development Services

SUBJECT: CONSIDERATION OF A PROFESSIONAL SERVICES AGREEMENT WITH ADVANCED APPLIED ENGINEERING, INC. FOR ARCHITECTURAL DESIGN AND CONSTRUCTION SUPPORT SERVICES FOR THE WEST RESTROOM AT LA PUENTE PARK IN THE AMOUNT OF $51,746.00

BACKGROUND

As part of the City's funding from the State Grant for improvements at La Puente Park in implementing the City's park master plan, both the center or "middle" restroom as well as the restroom at the far west end of the park near Hacienda Boulevard are in need of improvements.

At the City Council Meeting of June 28, 2022, the City Council approved a professional services agreement with the firm of Westberg + White, Inc. for architectural design services in the amount of $47,200 to improve the middle restroom at La Puente Park. The scope of work for the middle restroom is to replace the fixtures and partitions (and plumbing, if needed), repair/refinish the floor, paint the interior and exterior of the building, replace the lighting and add a storage area to the end of the restroom building for use by La Puente Football and Cheer.

At the meeting of October 11, 2022, the City Council awarded a construction contract to Corral Construction & Development, Inc. in the amount of $348,877 to begin the work on this restroom building. With construction of the middle restroom expected to begin soon, the City is in need of professional architectural design services to improve the "west" restroom near Hacienda Boulevard.

DISCUSSION

The City has received a proposal from Advanced Applied Engineering, Inc., which does business as Infrastructure Engineers, for architectural design and construction support services (including construction observation) in the amount of $51,746.

The project scope will be similar to that of the middle restroom with the difference being that the west restroom will involve a new roof and additional framing between the existing roof rafters and there will not be a storage area added onto this restroom building.

Provided as Attachment "A" to this report is a Professional Services Agreement with Advanced Applied Engineering, Inc. to provide the City with professional architectural services and related construction support services at a cost of $51,746.

Pursuant to Section 2.20.090 of the City's recently revised purchasing Ordinance, agreements for professional services can be executed without observing the City's bidding procedures based on the determination by the City Manager. As stated in Section 2.20.020, the term "professional services" specifically include the services of architects and engineers. The City Manager can make his determination based on any or all of the following: demonstrated competence, qualifications, experience, and knowledge of the City and reasonableness of cost to perform the services. Based on Staff's review of their proposal, the costs are reasonable when compared to the services being provided.

FISCAL IMPACT

Funding for the initial design and construction support services for this project is available from the Capital Improvement Program budget from the specified grant fund from the California Department of Parks and Recreation.

RECOMMENDATION

It is recommended that the City Council: (1) approve the Agreement with Advanced Applied Engineering, Inc. for architectural design and construction support services in the amount of $51,746.00; and (2) authorize the City Manager to execute the Agreement on behalf of the City.

ATTACHMENTS

Attachment "A": Professional Services Agreement

CITY OF LA PUENTE

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of November 15, 2022, between the City of La Puente, a municipal corporation ("City"), and Advanced Applied Engineering, Inc. a California corporation, dba Infrastructure Engineers ("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 all tasks described herein are completed unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

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

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

(c) Consultant shall perform all Services in a manner reasonably satisfactory to the City and in a manner in conformance with the standards of quality normally observed by an entity providing architectural design 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 Exhibit A, based upon actual time spent on the above tasks. This amount shall not exceed Fifty One Thousand Seven Hundred Forty-Six Dollars and Zero Cents ($51,746.00) 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 excluding Consultants standard details, standard specifications and calculations. 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 reimburse the City for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters in an amount that is proportionate to the finding of liability against Consultant.

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

8. INSURANCE

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit B 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:

Olivarez Madruga Law Organization, LLP
500 S. Grand Ave., 12th Floor
Los Angeles, CA 90071
Tel: (213) 744-0099

If to Contractor:

Sid J. Mousavi, P.E., CEO
Infrastructure Engineers
3060 Saturn Street, Suite 250
Brea, CA 92821
Tel: (714) 940-0100

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 subconstultant 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 negligent services performed by a subconsultant under this Agreement.

16. GOVERNING LAW/ATTORNEYS' FEES

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

17. ENTIRE AGREEMENT

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

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

18. SEVERABILITY

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

19. COUNTERPARTS

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

20. CAPTIONS

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

21. WAIVER

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

22. REMEDIES

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

23. 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.

(Signatures on following page)

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"
Advanced Applied Engineering, Inc.

By:_____
Sid J. Mousavi, P.E. CEO

Attest:

By:_____
Sheryl Garcia, City Clerk

Approved as to form:

By:_____
Jesse Jauregui, City Attorney

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

EXHIBIT A

SCOPE OF SERVICES / RATE SCHEDULE

INFRASTRUCTURE ENGINEERS

3060 Saturn Street, Suite 250
Brea, CA 92821
Tel.: (714) 940-0100
Fax: (714) 940-0700
www.infrastructure-engineers.com

Tuesday, September 13, 2022

Mr. John Di Mario
Director of Development Services
15900 E. Main Street
La Puente, CA 91744-4719

Subject: Proposal for Remodel Services (PS&E) for La Puente City Northwest Park Restroom

Dear Mr. Di Mario,

It is a great pleasure to provide you with this letter proposal to prepare the Plans, Specifications and Cost Estimate (PS&E) documents for the Remodel of the Restroom located in the northeast corner of the La Puente City Park.

This letter provides our approach to the scope of work as well as our fee schedule for your review.

Task 1. Project Management

Infrastructure Engineers (IE) will provide project management for the duration of the design phase including communications with the City.

Task 2. Architectural Design

Infrastructure Engineers (IE) will provide professional services to prepare the design Plans, Specifications and Estimate (PS&E) for the following elements:

1. Prepare the design plans for the new Paint Job: Interior and exterior walls, mesh, doors, interior roof structure, columns and associated items.
2. Prepare the design plans for the Removal of the existing door frame to be flush with opening; patch and repair as needed.
3. Prepare the design plans for the patch and repair of the existing concrete floor; seal and polish.
4. Prepare the design plans for the remove of the tile base; patch and prepare existing walls for paint.
5. Prepare the design plans for the replacement of the existing exterior rotten 2x fascia with new 2x, paint.
6. Prepare the design plans for the replacement of all existing Men's and Women's plumbing fixtures, accessories, and toilet partitions.
7. Prepare the design plans for the replacement of all existing light fixtures to LED.
8. Prepare the design plans for the patch, repair, and re-cap existing exterior walls.
9. Prepare the design plans for the addition of the intermediate structural support to existing roof structure.
10. Prepare the design plans for the steel grid at opening of skylights.
11. Replace the skylights.
12. Provide design for the removal and replacement of the existing roof and screening.

Task 3. Structural Design

Infrastructure Engineers (IE) will perform the following tasks:

1. Prepare the design plans for the intermediate 4x framing between 4x roof rafters.

Task 4. MEP Design

Infrastructure Engineers (IE) will perform the following tasks:

1. Prepare the design plans for the replacement of all plumbing fixtures:
2. Prepare the design plans for the replacement of all lighting to LED lights:

Task 5. Prepare Specifications:

Infrastructure Engineers will prepare a specification report for the contemplated construction and material that will help the contractor to remodel the bathroom based on the design documents and the materials specified.

Task 6. Prepare Cost Estimate

Infrastructure Engineers will prepare an estimate of the potential construction cost for the proposed improvements based on the bids on similar project(s) that has been bid out and preferably constructed within the past one year.

Task 7. Provide Construction Support Services

Infrastructure Engineers will prepare an estimate of the potential construction cost for the proposed improvements.

1. Provide support during the bid process and response to RFI's during the construction. We are estimating a total of 8 hours for this phase
2. Provide weekly construction observations for the duration of the construction. It is assumed that we will spend 6 hours per week for a total of 8 weeks. We have also included 8 hours of Construction Management for the duration of the construction. The hours include providing weekly updates to the city on the progress of construction. If additional observation hours are requested by the City's or contractor or if the construction duration is longer than 8 weeks, then all hours after the hours in this proposal will be charged based on the latest hourly rate schedule.

The cost to provide the service is listed in the table below:

Infrastructure Engineers							
13-Sep-22							
La Puente City Park RR Remodel, CA							
Tasks and Hours							
Task	Task	Director/ QA QC/PM $220	Senior Architect $185	MEP Engineer $176	Structural Engineer $176	Sr. Job Capitain $126	Cost of Tasks
Construction Document Phase							
1	**Task 1 - Project Management**	12					$2,640
2	**Task 2 - Architectural Design - Prepare Design plans for:** -To Painting Walls. -To Remove the door jamb to be flush with opening. -To Patch the Existing Concrete and Polish. -To Remove the Tile Base. -To Provide Steel Grid at opening of skylights. -To Repair the skylights. -To remove and replace the existing roof and screening.		80			40	$19,840
3	**Task 3 - Structural Design** -Provide intermediate 4x framing between 4x roof rafters.				20		$3,520
4	**Task 4 - MEP Design - Prepare Design plans for:** -To Replace all plumbing fixtures. -To Replace all lighting to LED lights.			30			$5,280
5	**Task 5 -** Prepare Specifications		8	8	8		$4,296
6	**Task 6 -** Prepare Estimate		4	2		2	$1,344
Design Phase Total							**$36,920**
Construction Observation Phase							
7	**Task 7 -** Provide Construction Support Services						
	1. Bid Support	2	2	2	2		$1,514
	2. Construction Observation	8	32	16	16		$13,312
Construction Observation Phase Total							**$14,826**
	Subconsultants						
Grand Total	**Grand Total**						**$51,746**

Thank you, again for allowing Infrastructure Engineers to be of service. After review of this cost proposal, please contact me with any questions. All of us at Infrastructure Engineers are looking forward to working with you and your team.

Sincerely,
Infrastructure Engineers

Raymond Abassi, P.E., T.E., QSP/QSD
Project Manager

EXHIBIT B

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

City of La Puente
AGENDA REPORT

To: Mayor and City Council For meeting of: November 15, 2022

From: Bob Lindsey, City Manager

By: Alex Bauman, Director of Community Services

SUBJECT: SECOND READING AND ADOPTION OF AN ORDINANCE AMENDING SECTION CHAPTER 3.68 OF THE LA PUENTE MUNICIPAL CODE REGARDING PUBLIC PARKS AND FACILITIES

BACKGROUND/DISCUSSION

The City's Park Ordinance Oversight Ad Hoc Committee, staffed by Mayor Klinakis, Councilmember Argudo, Director Bauman, and other City staff, reviewed and revised the City's existing Park Rules and Regulations. Park rules #1 and #2 required new ordinances to be passed.

At its meeting of October 11, 2022, the City Council introduced Ordinance No. 22-979 amending Chapter 3.68 of the La Puente City Municipal Code Regarding Public Parks and Facilities. If adopted, the Ordinance No. 22-979 will take effect on December 15, 2022.

FISCAL IMPACT

None.

RECOMMENDATION

It is recommended that the City Council adopt Ordinance No. 22-979 Amending Chapter 3.68 of the La Puente City Municipal Code Regarding Public Parks and Facilities.

ATTACHMENTS

Attachment "A": Ordinance No. 22-979

ORDINANCE NO. 22-979

AN ORDINANCE OF THE CITY OF LA PUENTE, CALIFORNIA, AMENDING CHAPTER 3.68 OF THE LA PUENTE MUNICIPAL CODE REGARDING PUBLIC PARKS AND FACILITIES

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

Section 1. La Puente Municipal Code Amendment.

Sections 3.68.020 and 3.68.040 of Chapter 3.68 of Title 3 of the La Puente Municipal Code are hereby amended to read as follows:

3.68.020 Hours of Operation.

All City parks are closed from 10:00 p.m. to 6:00 a.m. of the next day. It is unlawful for any person to enter or remain in any city park, including any public parking lot within or immediately adjacent to the park, during such hours. The hours of operation at the Grace Napolitano Nature Center and proposed dog park will be from sun up to sun down. Current law enforcement and emergency personnel are excluded.

3.68.040 Possession of firearms in parks or public facilities – Prohibited.

It is unlawful for any person, firm, or corporation to take, carry or otherwise transport any firearm into any public park or other public property under the jurisdiction of the city of La Puente or to have in their possession any firearm within any such park or public facility.

This section shall not apply to:

a. Consistent with federal law, law enforcement who qualify to carry under the Federal Law Enforcement Officers Safety Act, 18 U.S.C. 926 (c);

b. Persons who are police officers as defined by California law;

c. Persons who are designated peace officers as defined by California law;

d. Persons who were employed as police officers as defined by California law but are retired.

Section 2. CEQA Findings.

The City Council finds that this Ordinance is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines, as it is not a "project" and has no potential to result in a direct or reasonably foreseeable indirect physical change to the environment. (Cal. Code Regs., tit.14, § 15378, subd. (a).) Further, this Ordinance is exempt from CEQA as there is no possibility that it or its implementation would have a significant negative effect on the environment. (Cal. Code Regs., tit.14, § 15061, subd. (b)(3).)

Section 3. Clerical Errors.

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

Section 4. Severability.

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

Section 5. Effective Date.

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

Section 6. Publication.

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

PASSED, APPROVED AND ADOPTED this 15th day of November, 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: November 15, 2022

From: Bob Lindsey, City Manager

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

SUBJECT: CONSIDERATION AND APPROVAL OF FINAL PARCEL MAP NO. 82347 AND SUBDIVISION IMPROVEMENT AGREEMENT FOR THE PROPERTY LOCATED AT 658 DEL VALLE AVENUE

BACKGROUND

At the meeting of April 2, 2019, the Planning Commission adopted Resolution No. 19-1529 approving Tentative Parcel Map No. ("TPM") 82347 to subdivide a 0.43 acre lot for the development of three detached, single story, single family homes ("Project") located at 658 Del Valle Avenue. Resolution No. 19-1529 established Conditions of Approval for the subdivision that included the preparation and submittal of a Final Parcel Map for the City's review and approval.

The approval of the Final Parcel Map is a ministerial act which means the action is performed according to statutes and legal authority following established procedures without exercising judgment or discretion.

DISCUSSION

The Project is located on a 0.43 acre lot bounded by Del Valle Avenue to the west and residential homes to the east, north and south. The site frontage is currently improved with curb & gutter which will be modified and further improved as part of the Project.

The Engineering Division has reviewed the conditions of approval for TPM 82347 and has determined that all conditions have been complied with as set forth in Resolution No. 19-1529 (Attachment A). Condition No. 5 of the Resolution requires that the developer either complete or bond for all off-site improvements such as the driveway approach, new curb and gutter, sidewalk and installation of survey monuments before recordation of the final map. The developer has opted to submit a cash deposit in lieu of the bond for the off-site improvements, so that the improvements may be installed when the property reaches final completion and prior to any of the homes being sold. The cash deposit requires the execution of a Subdivision Improvement Agreement, a copy of which is included as Attachment B.

FISCAL IMPACT

There is no fiscal impact to the City relative to the approval of this Final Parcel Map.

RECOMMENDATION

It is recommended that the City Council: (1) find that Final Parcel Map No. 82347 complies with all of the Conditions of Approval set forth within Tentative Parcel Map No. 82347; (2) approve the attached Subdivision Improvement Agreement and authorize the City Manager to execute the agreement on behalf of the City; and (3) approve the Final Map and authorize the City Clerk to endorse the cover sheet of the Final Map, the certificate which embodies the approval of said Map for recordation with the County of Los Angeles.

ATTACHMENTS

Attachment "A": Planning Commission Resolution No. 19-1529
Attachment "B": Subdivision Improvement Agreement
Attachment "C": Parcel Map 82347 (On file with the City Clerk)

RESOLUTION NO. 19-1529

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF LA PUENTE, CALIFORNIA, CONDITIONALLY APPROVING TENTATIVE PARCEL MAP NO. 82347, A REQUEST TO SUBDIVIDE PROPERTY FOR THE PURPOSE OF CREATING THREE LOTS WITH ONE DETACHED RESIDENTIAL UNIT ON EACH LOT AT 658 DEL VALLE AVENUE, AND NOTICE OF EXEMPTION REGARDING SAME

RECITALS

WHEREAS, on August 13, 2018, Dat Wong ("Applicant") filed a complete application requesting approval of Tentative Parcel Map ("TPM") No. 82347 and Site Plan and Design Review ("SPDR") No. 1196 described herein ("Application"); and

WHEREAS, the Application applies to an approximate 0.43 acre property located at 658 Del Valle Avenue, La Puente, California, and legally described as a portion of lot 14 of Tract No. 1690 in the City of La Puente, County of Los Angeles, State of California, as per map recorded in book 22, page 64 of maps, in the office of County recorded of said county with Assessor's Parcel Number 8250-013-021 ("Property"); and

WHEREAS, the Property is located on the east side of Del Valle Avenue approximately 140 feet south of its intersection with Sierra Vista Court; and

WHEREAS, the Property consists of a rectangular lot measuring approximately 140 feet wide by 132.5 feet deep, with a total area of approximately 18,643 square feet. The front of the Property is improved with curb and gutter; and

WHEREAS, the Applicant is requesting approval to subdivide the Property for the creation of three lots with one detached, single-story, single family home on each lot; the proposed subdivision will result in the private ownership of each unit and driveways; and

WHEREAS, the City's General Plan Land Use Element designates the Property for Low Density Residential use. The Zoning Ordinance, which is the implementing document for the General Plan, designates the Property as R-1, Low Density Residential Zone; and

WHEREAS, based upon the information received and Staff's assessment, the proposed Project is categorically exempt from California Environmental Quality Act ("CEQA") pursuant to Section 15332 (Class 3, In-Fill Development Projects). Approval of the project satisfies the requirements under this exemption as outlined and as follows: a) the project is consistent with the Policy 5.1 of Goal #5 of the Community Development Element in that it facilitates and encourages diversity in housing types. The subdivision is for three single-family units on individual lots, which adds additional homeownership opportunities in the City. The project is further consistent with the Housing Element of the General Plan in that it contributes units towards the required Regional Housing Needs Assessment (RHNA) requirement. Finally, the subdivision of the Property is consistent with the Zoning Code of the City as the new lot area per

ATTACHMENT A

dwelling unit meets the minimum requirement of 6,000 square feet (two lots are 6,000 each and the rear or flag lot is 6,640 square feet ; b) the site is located in the City, is 18,643 square feet or 0.43 acres, and is surrounded by similar urban uses including single family homes on individual lots to the north, south, east and west; c) the site has no value as a habitat for endangered species, as it is located in an urbanized area and was previously developed with a single family home in the 1920s; d) there are no anticipated impacts to traffic, noise, or air quality as demonstrated by environmental analysis submitted by the Applicant and on file with the City; further, the site is a residential property surrounded by other residential properties of similar size in an urbanized area where the streets are of adequate size to accommodate anticipated traffic needs from the residential properties, including the Property, and within the neighborhood. Additionally no noise issues are anticipated based on the anticipated development of the Property for single family homes as designated under the General Plan. There are no anticipated impacts to air quality as the anticipated daily vehicle trips are minimal, demonstrated in the analyses. Finally, there are also no anticipated impacts to water quality as determined by the City for Low Impact Development for single family homes; and e) the under-developed site is already served by all utilities and public services; and

WHEREAS, notice of the Planning Commission's April 2, 2019, public hearing on the Application was published in The San Gabriel Valley Tribune on March 22, 2019 and mailed to property owners within a 500 foot radius of the Property on March 22, 2019 and was posted at three public places and the Property in compliance with the City's Code and Government Code Section 65091; and additionally the notice was posted at the Los Angeles County Public Library on March 22, 2019; and

WHEREAS, on April 2, 2019, the Planning Commission of the City of La Puente conducted a duly noticed public hearing on TPM No. 82347; and

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred.

NOW THEREFORE, it is hereby found, determined and resolved by the Planning Commission of the City of La Puente as follows:

1. The Planning Commission finds that all of the facts set forth in the Recitals above are true and correct, and are incorporated herein by reference.

2. All necessary public hearings and opportunities for public testimony and comment have been conducted in compliance with State Law and the Municipal Code of the City of La Puente.

3. Upon independent review and consideration of the information contained in the Tentative Parcel Map application submitted to the City, the Planning Commission hereby finds and determines that the proposed Project is categorically exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15332 (Class 3, In-Fill Development Projects). Approval of the project satisfies the requirements under this exemption as outlined and as follows: a) the project is consistent with the Policy 5.1 of Goal #5 of the Community Development Element in that it facilitates and encourages diversity in housing types. The

subdivision is for three single-family units on individual lots, which adds additional homeownership opportunities in the City. The project is further consistent with the Housing Element of the General Plan in that it contributes units towards the required Regional Housing Needs Assessment (RHNA) requirement. Finally, the subdivision of the Property is consistent with the Zoning Code of the City as the new lot area per dwelling unit meets the minimum requirement of 6,000 square feet (two lots are 6,000 each and the rear or flag lot is 6,640 square feet ; b) the site is located in the City, is 18,643 square feet or 0.43 acres, and is surrounded by similar urban uses including single family homes on individual lots to the north, south, east and west; c) the site has no value as a habitat for endangered species, as it is located in an urbanized area and was previously developed with a single family home in the 1920s; d) there are no anticipated impacts to traffic, noise, or air quality as demonstrated by environmental analysis submitted by the Applicant and on file with the City; further, the site is a residential property surrounded by other residential properties of similar size in an urbanized area where the streets are of adequate size to accommodate anticipated traffic needs from the residential properties, including the Property, and within the neighborhood. Additionally no noise issues are anticipated based on the anticipated development of the Property for single family homes as designated under the General Plan. There are no anticipated impacts to air quality as the anticipated daily vehicle trips are minimal, demonstrated in the analyses. Finally, there are also no anticipated impacts to water quality as determined by the City for Low Impact Development for single family homes; and e) the under-developed site is already served by all utilities and public services. Accordingly, the Planning Commission approves and adopts the Notice of Exemption, attached to the Resolution as Exhibit "A", and incorporated herein by reference.

4. Based upon substantial evidence presented to the La Puente Planning Commission during the April 2, 2019 public hearing, including public testimony and written and oral staff reports, the Commission finds as follows, pursuant to Chapter 11.20 of the La Puente Municipal Code and the Subdivision Map Act:

(a) The proposed map is consistent with the applicable general and specific plans: The proposed map is consistent with the City's General Plan in that the Property is designated for Low Density Residential use and the proposed subdivision or map will allow for the creation of three lots (a maximum of three lots are allowed) at a minimum size of 6,000 square feet (two lots are a minimum of 6,000 and one lot is 6,640 square feet), to allow for low density residential development; as discussed above, in Section 3(a), the subdivision is for three single-family units on individual lots, which adds additional homeownership opportunities in the City – this is consistent with the Housing Element of the General Plan in that it contributes units towards the required Regional Housing Needs Assessment (RHNA) requirement; and

(b) The design or improvement of the proposed subdivision is consistent with applicable general and specific plans: there is no specific plan governing this property; single family homes on individual lots are allowed and consistent with the general plan, specifically Policy 5.1 of Goal #5 of the Community Development Element (see Section 3(a) above), in that it facilitates and encourages diversity in housing types; additionally, the design of the proposed subdivision is suitable, in that the proposed lots are rectangular or flag in shape and meet the zoning code requirements for size of the lots (6,000 square feet minimum) – as permitted under the General Plan; and

(c) The site is physically suitable for the type of development: the site is physically suitable for the subdivision as it is already relatively level because grading has occurred to accommodate the existing home and structures; the current size of the parcel, 18,643 square feet, is of adequate size to be subdivided into three smaller lots that meet the R-1 zoning standards size of 6,000 square feet minimum; as such, all of the proposed lots, and improvements can be physically accommodated on the Property; and

(d) The Site is physically suitable for the proposed density of development: the site can accommodate a density of three units as allowed under the General Plan, and three units are proposed for this project; and

(e) The design of the subdivision or the proposed improvements are not likely to cause environmental damage or injury to fish or wildlife or their habitat: the SPDR No. 1196 associated with TPM 82347 will result in the development of three dwelling units in an urbanized area that does not have any fish or wildlife resources or habitats. The Property is already in residential use and therefore the Project will not introduce a use that is detrimental to fish or wildlife or their habitat; and

(f) The design of the subdivision and type of improvements will not cause serious public health problems: there are no known hazards on the Property, and the development will not introduce new hazards to the area. Further, the improvements and subdivision will provide adequate access for Fire Department vehicles should the need arise. Finally, the project once completed, will comply with the requirements of the Building and Safety Department and the County of Los Angeles Fire Department and City Engineering Department. Infrastructure improvements will be provided as required by the various agencies; and

(g) The design of the subdivision and the type of improvements will not conflict with the easements for access through, or use of Property within the proposed subdivision: the proposed subdivision will include easements to ensure future access and use of utilities and public infrastructure improvements; and

(h) The design and improvement of the subdivision complies with the City Zoning and/or grading laws: The design of the subdivision is consistent with the standards established in the R-1 Zone of which this Property is a part, including but not limited to lot coverage, parking, open space and setbacks; and

(i) The discharge of waste from the proposed subdivision will not violate the requirements of the Los Angeles Regional Water Quality Control Board because each single family home will be reviewed and approved in compliance for Low Impact Development requirements for single family homes pursuant to Chapter 4.16, Stormwater and Urban Runoff Pollution Prevention of the LPMC; and

(j) The subdivision will provide, to the extent feasible, for future passive or natural heating or cooling opportunities as demonstrated by the varying east-west pitches of the rooflines and placement of windows; and

(k) The Project is consistent with Section 66412.3 of the Subdivision Map Act regarding the City's share of the regional housing need in that it balances the housing needs of the region against the public service needs of the City's residents and available fiscal and environmental resources because the subdivision provides three new housing units in the City, which assists the City in meeting its housing needs as prescribed under the General Plan.

5. Based upon the findings noted above, the Planning Commission approves the Application subject to the following conditions of approval, attached hereto, and incorporated herein by reference.

CONTINUED ON NEXT PAGE

CONDITIONS OF APPROVAL

1. This Tentative Parcel Map No. 82347 shall expire twenty-four (24) months from the date it is approved by the Planning Commission. The Applicant, not less than 30 days prior to the expiration date, may submit a written request to the City for an extension of time.

THE APPLICANT OR THE APPLICANT'S SUCCESSOR(S) SHALL:

2. Have the Final Map prepared by, or under the direction of, a registered civil engineer or licensed land surveyor and processed through the City's Development Services Department. The Final Map shall comply with the State Subdivision Map Act and City's Division of Land Ordinance.

3. Provide a statement(s) on the Final Map for dedications of, or offers to dedicate interests in, real property for specific public purposes and signed and acknowledged by those parties having any record title interest in the real property being subdivided, subject to the provisions of Section 66436 of the Subdivision Map Act.

4. Submit a preliminary guarantee if signatures of record title interests appear on the Final Map. A final guarantee will be required at the time of filing of the Final Map, and a preliminary title report/guarantee shall be provided that describes the interest of all fee owners and interest holders. The account for title reports/guarantees shall remain open until the Final Map is filed with the County Recorder.

5. Submit for the review and approval of the City Engineer full public parkway facilities improvement plans prior to recordation of the final map. Such improvements shall be completed in accordance with plans approved by the City Engineer. Public facilities may be installed after the recordation of the final map if a subdivision improvement agreement and improvement plans with necessary bonds to secure the installation of facilities and improvements in the public right-of-way are submitted and approved by the City prior to the recordation of the final map. Off-site improvements shall be installed in accordance with the subdivision improvement agreement. Off-site surface improvements shall include:

   a. Removal of existing driveway apron and replace with concrete sidewalk, curb, and gutter and construct new concrete driveway apron to the satisfaction of the City Engineer.

   b. Replacement of all damaged curb and/or gutter sections and sidewalks to the satisfaction of the City Engineer.

   c. Replacement any existing and/or damaged trees in the parkway. The precise location and species of the tress shall be approved by the City Engineer and the Director of Development Services.

   d. Setting of durable monuments to the satisfaction of the City Engineer, in conformance with Section 66495 of the Subdivision Map Act.

6. Obtain a flood hazard report for review and approval by the City Engineer.

7. Verify the capacity of the local sewer and obtain permits from the Los Angeles County Sanitation District to provide connections to the sewer line. All upgrades to the sewer line deemed necessary by the Sanitation District to accommodate the increase in sewage output shall be installed, tested and accepted or bonded prior to Final Map approval.

8. Provide a drainage report of the existing drainage areas and hydrology and the proposed developed hydrology condition and facilities. Additionally, provide the associated hydraulic calculations and drainage facilities sizing and capacities utilizing Los Angeles County Department of Public Works ("LACDPW") requirements.

9. Provide street lighting system improvement plans and calculations for the Project to the City Engineer for review and approval. On-site roadway lighting shall be designed in accordance with Illuminating Engineering Society (IES) standards.

10. Present to the City comprehensive engineering, geologic and soils reports, based on adequate test borings pursuant to Section 66490 of the Subdivision Map Act. The investigation shall also address seismic hazards and expansive soils. The geologic and soils reports shall be reviewed and approved by the City Engineer.

11. Consult with Time Warner Cable/Spectrum, Southern California Edison Company, Southern California Gas Company, La Puente Valley Water District, the Los Angeles County Sanitation District, and any other public utility having jurisdiction over the Property, for planning, construction and proper placement of service facilities prior to submission of final improvement plans. Utility service plans for each phase shall be approved by the respective utility company or agency prior to the recordation of the final map and, where applicable, shall be included in right-of-way improvement plans.

12. Comply with the Los Angeles County Fire Department ("LACFD") regulations, including but not limited to requirements for fire hydrant tests within the vicinity to determine adequate flow and upgrading fire hydrant as needed.

13. Comply with the LACFD regulations for access to the property, including driveway access and designating "No-Parking – Firelane" areas and conditions set forth in any and all LACFD correspondence.

14. Obtain permits from the Los Angeles County Sanitation District to provide separate connections from each of the proposed lots to the sewer line. All upgrades to the sewer line deemed necessary by the Los Angeles County Sanitation District to accommodate the increase in sewage output shall be installed, tested and accepted or bonded prior to Final Map approval.

15. Place all new electrical service lines and cable television lines, if any, underground to the satisfaction of Southern California Edison, Time Warner Cable/Spectrum, and the City Engineer.

16. Provide easements on the final map for all utilities, including telephone, cable, water, sewer and storm drains as required by the City Engineer and each respective utility.

17. Provide the City with verification of the recordation of the final map with the Recorder's Office of the County of Los Angeles prior to the issuance of certificates of occupancy for each unit. Applicant shall supply the City with one reproducible mylar copy and three blue line prints of the recorded final map. The final map shall also be submitted to the City Engineer in a digital graphic file format that is acceptable to the City Engineer.

18. Pay all appropriate City fees and business license fees and cooperate with the City to obtain compliance from contractors and subcontractors.

19. Maintain the Property at all times according to the requirements of Chapter 3.20, Public Nuisances, of the La Puente Municipal Code.

20. The Applicant shall comply with all provisions of SPDR No. 1196, in the event that the requirements of this Resolution conflict with SPDR No. 1196, the requirements of this Resolution shall prevail.

21. The Applicant shall comply with all requirements of commenting agencies, including but not limited to the LACFD, County Sanitation Districts of Los Angeles County, Southern California Edison and La Puente Valley Water Company, which are on file for TPM 82347 with the Planning Division and which have been provided to the Applicant and incorporated herein by reference.

22. The Applicant shall comply with all Federal, State, County, and local laws and ordinances applicable to the Project.

23. The Applicant and Property Owner shall submit, within ten (10) days after approval of this Resolution, to the Development Services Department his/her written consent to all of the conditions referenced herein.

24. The Applicant and Property Owner shall indemnify, protect, defend (with legal counsel reasonably acceptable to the City), and hold harmless, the City, and any agency or instrumentality thereof, and its elected and appointed officials, officers, employees, and agents from and against any and all liabilities, claims, actions, causes or action, proceedings, suits, damages, judgments, liens, levies, costs, and expenses of whatever nature, including reasonable attorney's fees and disbursements (collectively, "Claims") arising out of or in any way relating to this Project, any discretionary approvals granted by the City related to the development of the Project, or the environmental review conducted under California Environmental Quality Act, Public Resources Code Section 21000 *et seq.*, for the Project. If the City Attorney is required to enforce any conditions of approval, all costs, including attorney's fees, shall be paid for by the Applicant/Developer.

PASSED, APPROVED AND ADOPTED by the Planning Commission of the City of La Puente at a regular meeting held on April 2, 2019, by the following vote:

AYES:	Dudley, Costea and Mendoza
NOES:	None
RECUSE:	Stowell
ABSENT:	None

John Di Mario, Secretary

Gary Dudley, Chairman

City of La Puente

15900 E. Main Street La Puente, CA 91744 Telephone (626) 855-1500 Fax (626) 961-4626

NOTICE OF EXEMPTION

TO: County Clerk
County of Los Angeles
Environmental Filings
12400 East Imperial Hwy
Norwalk, CA 90650

FROM: City of La Puente
15900 E. Main Street
La Puente, CA 91744

Project Title: Tentative Parcel Map 82347 and Site Plan and Design Review No. 1196

Project Location (Specific): 658 Del Valle Avenue; La Puente, CA 91744

Project Location (City): La Puente **Project Location (County):** Los Angeles

Description of Nature, Purpose, and Beneficiaries of Project: A request to subdivide a property for the purposes of creating three (3) individual lots with a single-family, single-story, detached dwelling unit on each lot at 658 Del Valle Avenue.

Name of Public Agency Approving Project: City of La Puente

Name of Person or Agency Carrying Out Project: Reina Schaetzl, Assistant Planner

Exempt Status: (Check One)

- ☐ Ministerial (14 Calif. Admin. Code §15268)
- ☐ Declared Emergency (14 Cal. Admin. Code §15269(a))
- ☐ Emergency Project (14 Cal. Admin. Code §15269(b) & (c))
- ☐ Statutory Exemption. (14 Cal. Admin. Code §§15260 et seq.)
- ☒ Categorical Exemption. (14 Cal. Admin. Code §§15300 et seq.)

  State class and section number *Class 32, Section 15332.*

Reasons why project is exempt: Section 15332 for in-fill development allows for an exemption as long as the project is: a) consistent with the General Plan and General Plan policies; b) the disturbed portion of the project site is less than 5 acres; c) the project site has no value as a habitat for endangered, rare or threatened species; d) approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality and e) the site can be adequately served by all utilities and public services.

Based upon the information received and Staff's assessment, the proposed Project is categorically exempt from California Environmental Quality Act ("CEQA") pursuant to Section 15332 (Class 3, In-Fill Development Projects). Approval of the project satisfies the requirements under this exemption as outlined and as follows: a) the project is consistent with the Policy 5.1 of Goal #5 of the Community Development Element in that it facilitates and encourages diversity in housing types. The subdivision is for three single-family units on

individual lots, which adds additional homeownership opportunities in the City. The project is further consistent with the Housing Element of the General Plan in that it contributes units towards the required Regional Housing Needs Assessment (RHNA) requirement. Finally, the subdivision of the Property is consistent with the Zoning Code of the City as the new lot area per dwelling unit meets the minimum requirement of 6,000 square feet (two lots are 6,000 each and the rear or flag lot is 6,640 square feet ; b) the site is located in the City, is 18,643 square feet or 0.43 acres, and is surrounded by similar urban uses including single family homes on individual lots to the north, south, east and west; c) the site has no value as a habitat for endangered species, as it is located in an urbanized area and was previously developed with a single family home in the 1920s; d) there are no anticipated impacts to traffic, noise, or air quality as demonstrated by environmental analysis submitted by the Applicant and on file with the City; further, the site is a residential property surrounded by other residential properties of similar size in an urbanized area where the streets are of adequate size to accommodate anticipated traffic needs from the residential properties, including the Property, and within the neighborhood. Additionally no noise issues are anticipated based on the anticipated development of the Property for single family homes as designated under the General Plan. There are no anticipated impacts to air quality as the anticipated daily vehicle trips are minimal, demonstrated in the analyses. Finally, there are also no anticipated impacts to water quality as determined by the City for Low Impact Development for single family homes; and e) the under-developed site is already served by all utilities and public services. The project therefore satisfies criteria under CEQA Guidelines, Categorical Exemption Section 15332 In-fill Development Projects.

Contact Person: Reina Schaetzl **Phone No.:** (626) 855-1538

Date received for Filing:

_____

Signature: _____

Date: _____

SUBDIVISION IMPROVEMENT AGREEMENT
Final Parcel Map No. 82347

This **SUBDIVISION IMPROVEMENT AGREEMENT** ("Agreement" herein) is made this 15th day of November, 2022, by and between the City of La Puente, a municipal corporation ("City" herein), and VW3, LLC ("the Subdivider" herein), collectively referred to herein as the "Parties."

RECITALS

A. Subdivider previously applied for approval of a tentative parcel map to subdivide certain real property located at 658 Del Valle Avenue in the City of La Puente, for the purpose of creating three lots with detached, single story, single family homes on each lot ("Subdivision").

B. The tentative map of the Subdivision was previously approved by the City, subject to the Subdivision Map Act and the City's Subdivision Ordinance, which is set forth in Title 11 of the La Puente Municipal Code (collectively referred to herein as the "Subdivision Laws") and to the City's standard requirements and conditions of approval contained in the Planning Commission's Resolution No. 19-1529 approving Tentative Parcel Map No. 82347 ("Resolution of Approval"), a copy of which is on file in the Office of the City Clerk and which is incorporated herein by this reference.

C. Pursuant to Section 11.28.220 of the Subdivision Laws, as a condition precedent to the approval of a final map, the Subdivider must comply with the Planning Commission's Resolution of Approval and either: (i) complete, in compliance with City standards, all of the improvements and land development work required by the Subdivision Laws and the Planning Commission's Resolution of Approval, or (ii) enter into a secured agreement with the City to complete the improvements and land development work within a period of time specified by the City.

D. Plans and related specifications ("Improvement Plans"), for the construction, installation and completion of the certain improvements, more specifically described in the attached Exhibit A, have been prepared by the Subdivider, approved by the City's Development Services Director or his or her designee ("Director"), and are on file in the office of City's Development Services Department. Said Improvement Plans are incorporated herein by this reference.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the Parties agree as follows:

1. SUBDIVIDER'S OBLIGATION TO CONSTRUCT IMPROVEMENTS

A. Subdivider shall, at its sole expense, and in compliance with the provisions of the Subdivision Laws, the Improvement Plans, and all applicable City standards,

and in a good and workmanlike manner, furnish, construct, install and guarantee (as set forth in Section 3) the Improvements, as generally described in this Section 1, and more specifically described in the attached Exhibit A as well as in the tentative map and in the Planning Commission's Resolution of Approval relating thereto (collectively, the "Improvements").

The general categories of Improvements, as more fully described in Exhibit A, and the estimated costs thereof are as follows:

Sewer Work	$7,500.00
Off-Site Improvements	$16,425.00
10% Contingency	$2,392.50
Total Estimated Cost of Improvements Plus Contingency	$26,317.50

B. Subject to any time extensions granted in accordance with Section 4 below, Subdivider shall commence work on the Improvements not later than one (1) year from recordation of Final Parcel Map No. 82347 and shall complete the Improvements by no later than two (2) years after recordation of Final Parcel Map No. 82347 ("the Completion Date" herein). The Improvements shall not be deemed complete until a Notice of Completion is approved and accepted by the City Council.

Notwithstanding the preceding paragraph, if the Director reasonably determines that accelerated construction of the Improvements is essential in order to protect the public health, welfare and safety, including, without limitation, providing for the orderly development of the surrounding area, the Director shall give Subdivider not less than 15 (fifteen) days' prior written notice to commence or accelerate installation and construction of the Improvements, or any portion thereof. The notice shall describe the work to be done by Subdivider and reasonable time periods within which the work will commence and be completed. All or any portions of said Improvements may be required to be constructed or completed at a specified time. If the Subdivider objects to the commencement or acceleration of the Improvements as specified by the Director, Subdivider may appeal the decision of the Director to the City Council. Any such appeal shall be filed with the City Clerk within 10 (ten) days after receipt by Subdivider of the written notice from the Director. Further, if any of the circumstances specified in Section 4 occur, the provisions of this paragraph shall not prevent Subdivider from requesting a time extension to perform said work, pursuant to the provisions of Section 4.

C. All monumentation shall be installed prior to the City's approval of the Notice of Completion. As used herein, "monumentation" shall mean the setting of survey monuments and tie points in accordance with the Subdivision Laws, and the delivery to the Director of tie notes for said points.

D. Subdivider shall, at its sole expense, replace or repair any and all public improvements, public utility facilities, and surveying or subdivision monuments which are

destroyed or damaged as a result of any work by Subdivider or its agents under this Agreement. Any such replacement or repair shall be subject to the approval of the Director. Until recordation of the Notice of Completion of the Improvements, Subdivider assumes responsibility for the care and maintenance of, and any damage to, the Improvements. Subdivider shall replace or repair all Improvements, public utility facilities, and surveying or subdivision monuments which are destroyed or damaged for any reason, regardless whether resulting from the acts of the Subdivider, prior to recordation of the Notice of Completion. Subdivider shall bear the entire cost of such replacement or repairs regardless of what entity owns the underlying property. Any repair or replacement shall be to the satisfaction of the City Engineer.

E. Until the Notice of Completion is recorded, Subdivider shall be responsible for the care and maintenance of such Improvements and shall bear all risks of loss or damage to said Improvements. Neither City, nor its officers, agents' and employees, shall have any liability for any accident, loss or damage to the Improvements prior to their completion and acceptance by the City.

F. Subdivider shall, at its sole expense, obtain all necessary permits and licenses for the construction and installation of the Improvements, give all necessary notices, and pay all fees required by City ordinance or resolution and all taxes required by law.

G. Not less than fifteen (15) days prior to commencement of work on the Improvements, Subdivider shall give written notice to the Director of the date fixed for such commencement of work in order that the Director shall have adequate time to schedule all necessary inspections. City shall use its best efforts to inspect the Improvements in a timely manner.

2. INSPECTION OF WORK AND FINAL ACCEPTANCE

A. Upon completion of the Improvements the Subdivider may request a final inspection by the City Engineer. Subdivider shall maintain proper facilities and safe access for inspection of the Improvements by the City Engineer and other City personnel. Within ten (10) business days of any inspection of the Improvements, the Director shall, as a courtesy, provide written notice to Subdivider of the list of items which have been found to be incomplete and the list of items which have been found to be complete. Regardless of the list provided to the Subdivider by the City, Subdivider shall complete all Improvements as required by this Agreement. If the City Engineer determines that all of the Improvements have been completed in accordance with this Agreement and in compliance with the Improvement Plans and all applicable City standards, then the City Engineer shall promptly certify in writing to the City Council the completion of the Improvements. When applicable law requires an inspection at a particular state of construction of the Improvements, Subdivider shall not proceed with additional work until the inspection has been made, and the work is approved. Subdivider shall bear all costs of inspection and certification for completeness in accordance with City's standard fees and rates.

B. Acceptance and approval of the Notice of Completion by the City Council shall not constitute a waiver by the City of any defect(s) in the Improvements.

3. GUARANTEE AND WARRANTY OF THE IMPROVEMENTS

A. Subdivider shall guarantee the Improvements against any defective workmanship or any unsatisfactory performance for one year after the recordation of the Notice of Completion. If, within said one year period, any Improvements or part of any Improvements furnished, installed or constructed by the Subdivider, or any of the related work performed under this Agreement, fails to comply with any requirements of this Agreement, or the Subdivision Laws, or the Improvement Plans and related specifications, the Subdivider shall, without delay and without cost to the City, repair, replace or reconstruct any defective or otherwise unsatisfactory part or parts of the Improvements.

B. Should the Subdivider fail or refuse to act promptly or in accordance with subparagraph 3.A above following thirty (30) days written notice, then the City may, in its reasonable discretion, make the necessary repairs or replacements or perform the necessary reconstruction and, if Subdivider fails to reimburse City for such reasonable costs within fifteen *(*15*)* days following a written demand therefore from City, City may draw upon the Subdivider's improvement security to reimburse itself for the costs incurred. If the Subdivider's improvement security does not cover the total cost of such repair, replacement, or reconstruction, the Subdivider shall reimburse the City for any reasonable excess costs incurred.

C. Should the City determine that the public health or safety requires curing any defect before Subdivider can be notified or adequately respond, the City may, in its sole discretion, perform such work as is reasonably necessary to protect the public health or safety, and Subdivider shall pay to City the cost of such work.

D. The security furnished for the faithful performance of the Subdivider's obligation to construct and install the Improvements described herein shall include Subdivider's liability hereunder for the one-year guarantee and warranty of the Improvements as set forth in subparagraph 3.A above.

4. TIME EXTENSIONS

A. Upon a showing by the Subdivider of good cause, the date for commencement of work on the Improvements, or the Completion Date, may be extended by the Director, with the written concurrence of the City Manager. Consent to any such extension shall not be unreasonably withheld. As used herein, "good cause" may include, without limitation, delay resulting from an act or omission of the City; acts of God or force majeure, including, without limitation, inclement weather; inability to obtain labor or materials through no fault of Subdivider; civil unrest; and strikes, boycotts or similar job actions by employees or labor organizations which prevent the conduct of the work.

B. As a condition of any time extension provided for herein, the Director, with the written concurrence of the City Manager, may require the Subdivider to furnish new or modified improvement security guaranteeing performance of this Agreement, as extended, in an increased amount as necessary to compensate for any projected increase in the Estimated Total Cost of Improvements, as reasonably determined by the Director.

5. IMPROVEMENT SECURITY

A. Prior to City's execution of this Agreement, Subdivider shall provide as security bonds to the City:

1. For Performance and Guarantee: Security in an amount equal to one hundred percent (100%) of the Estimated Total Cost of the Improvements as set forth in Section 1, above ("Performance Security"). The form of which shall be subject to City Attorney's prior approval.

2. For Payment: To secure Subdivider's payment to any contractor, subcontractor, person renting or supplying equipment, or furnishing labor and materials for completion of the Improvements, security in the amount of one hundred percent (100%) of the Estimated Total Cost of the Improvements as set forth above in the Section 1, above ("Payment Security"). The form of which shall be subject to City Attorney's prior approval.

3. Warranty: To warranty the Subdivider's work for a period of one (1) year following recordation of the Notice of Completion against any defective work or labor done or defective materials furnished, in the amount of twenty-five percent (25%) of the Estimated Total Cost of the Improvements as set forth above in the Section 1, above ("Warranty Security"). The form of which shall be subject to City Attorney's prior approval.

4. Monument Setting: To secure the Subdivider setting the subdivision monuments as set forth on the Final Map, in the amount of one hundred percent (100%) of the estimated cost of setting the monuments ("Monument Security"). The form of which shall be subject to City Attorney's prior approval.

B. If the improvement security is a corporate surety bond and, in the opinion of the City, any surety or sureties thereon become insufficient, the Subdivider shall renew or replace any such surety bond with good and sufficient surety or sureties within ten (10) days after receiving from City written demand therefor.

C. Improvement security consisting of corporate surety bonds, issued by sureties that are admitted to do business in the State of California, shall be kept on file with the City Clerk. If a corporate surety bond is replaced by another approved bond, the replacement shall be filed with the City Clerk and, upon filing, shall be deemed to have been made a part of and incorporated into this Agreement. Upon filing and approval by the Director of a replacement bond, the former improvement security shall be released and exonerated.

D. Modifications of the Improvement Plans and related specifications, and modifications of the Improvements, not exceeding ten percent (10%) of the original Estimated Total Cost of the Improvements, shall not subject Subdivider to providing additional improvement security. If any such modifications exceed ten percent (10%) of the Estimated Total Cost of the Improvements, Subdivider shall furnish additional improvement security for performance and guarantee, and for payment, as required by subparagraph A above, for one hundred percent (100%) of the revised Estimated Total Cost of the Improvements.

E. Notwithstanding Subsection 5D above, Subdivider's security shall compensate the City for the actual cost of completing the required Improvements in the event of default by the Subdivider in the performance of this Agreement, regardless of whether the City's cost of completion exceeds the estimated cost of the Improvements.

6. REDUCTION OR RELEASE OF IMPROVEMENT SECURITY

A. Performance security shall be released upon the recordation of the Notice of Completion.

B. If City receives no notice of recorded claims of lien, labor and materials security shall be released in full 90 days after recordation of the Notice of Completion. If City receives notice of any recorded lien, the provisions of the Subdivision Map Act shall apply.

C. No security given for the guarantee or warranty of work shall be released until the expiration of the warranty period and until any claims filed during the warranty period have been settled. As provided in Section 3 of this Agreement, the warranty period shall not commence until recordation of the Notice of Completion. Warranty security not utilized during the warranty period shall be released one year after recordation of the Notice of Completion. However, if at the end of the one-year warranty period, there are one or more outstanding requests by City for performance of work or provision of materials under the terms of the warranty, warranty security shall be retained until the outstanding requests are satisfied or until Subdivider has made other arrangements satisfactory to the City Engineer.

D. City may retain from any security released an amount sufficient to cover costs and reasonable expenses and fees, including reasonable attorneys' fees.

7. INDEMNIFICATION.

A. City and Subdivider agree that City, its elected and appointed officers, officials, employees, agents, contractors, consultants and volunteers ("**City Indemnitees**") should, to the extent permitted by law, be fully protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation or court costs, or any other cost arising out of or in any way related to the Subdivider's performance of this Agreement (collectively,

"**Claims**"). Accordingly, the provisions of this indemnity clause are intended by the City and Subdivider to be interpreted and construed to provide the fullest protection possible under the law to City. Subdivider acknowledges that City would not enter into this Agreement in the absence of Subdivider's commitment to indemnify and protect City as set forth herein.

B. To the fullest extent permitted by law, Subdivider shall indemnify, defend with counsel selected by City, and hold harmless the City Indemnitees from and against any and all Claims of every nature arising out of or in connection with Subdivider's performance of this Agreement or failure to comply with this Agreement. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Subdivider from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any Claims whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Subdivider acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

C. The obligations of Subdivider under this Section 7 will not be limited by the provisions of any workers' compensation act or similar act. Subdivider expressly waives its statutory immunity under such statutes or laws as to the City Indemnitees.

D. Subdivider's obligations under this Section 7 are not conditioned or dependent upon whether the City, or its officers, agents and employees, prepared, supplied or reviewed any Improvement Plans or related specifications in connection with the Subdivision or the Improvements, or has insurance or other indemnification covering any of these matters.

E. Subdivider's obligation to indemnify, hold harmless and defend the City Indemnitees shall extend to injuries to persons and damages to or alleged taking of property resulting from the design or construction of the Subdivision, and the Improvements required herein, and shall likewise extend to adjacent property owners asserting claims based upon the diversion of waters caused by the Subdivider's related design or construction of public drainage systems, streets, and other public facilities or improvements. The City's acceptance of the Improvements shall not constitute an assumption by the City of any responsibility or liability for any damage or alleged taking of property referenced herein. City shall not be responsible or liable for the design or construction of the Subdivision or the Improvements constructed or installed pursuant to the approved Improvement Plans or the Final Map, regardless of any act or omission by the City in approving the Improvement Plans or the Final Map, unless the particular Improvement design was required by the City over the written objection of the Subdivider, which objection stated that the Improvement design was potentially dangerous or defective and set forth an alternative design. This indemnification obligation shall survive the expiration or termination of this Agreement. Notwithstanding anything contained in this Section 7 to the contrary, Subdivider's improvement security shall not be required to secure the Subdivider's obligations under this Section 7 beyond the one-year guarantee and warranty period.

F. Subdivider agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 7 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Subdivider in the performance of this Agreement.

8. INSURANCE.

A. Prior to commencement of work on the Improvements, the Subdivider shall obtain, and shall, at its sole costs and expense, carry, maintain, and keep in full force and effect insurance of the types and in the amounts as set forth below:

i. Comprehensive General Liability Insurance in an amount not less than **One Million Dollars ($1,000,000.00)** including bodily injury, property damage, products, completed operations and contractual liability coverage.

ii. Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of **One Million Dollars ($1,000,000.00)** per occurrence.

iii. Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Subdivider. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than **One Million Dollars ($1,000,000.00)** per accident.

iv. Professional Liability Insurance against errors and omissions in the performance of the work under this Agreement with coverage limits of not less than **One Million Dollars ($1,000,000.00)**.

B. City and its officers, employees, agents, and volunteers shall be named as additional insureds with respect to each of the insurance policies required under this Agreement except for Statutory Workers' Compensation Insurance and Employer's Liability Insurance and Professional Liability Insurance. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, officials, employees, agents, or volunteers. An endorsement must state that coverage is primary insurance with respect to the City and its officers, officials, employees, agents and volunteers, and that no insurance or self-insurance maintained by the City shall be called upon to contribute to a loss under the coverage.

C. Subdivider shall require each of its subcontractors, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

D. The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California. The policy or policies for Comprehensive General Liability Insurance, Automobile Liability Insurance, Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be issued by an insurer with a rating of at least A:VII in the latest edition of Best's Insurance Guide.

E. Subdivider agrees that if it does not keep the insurance required by this Section 8 in full force and effect the City may declare Subdivider in default; or take out the necessary insurance and pay, at Subdivider's expense, the premium thereon.

F. Prior to commencement of the work on the Improvements, Subdivider shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the insurance policies required by this Section 8 are in effect in the required amounts and naming the City as an additional insured. Subdivider shall, prior to commencement of work under this Agreement, file with City's Risk Manager such certificate(s).

G. Subdivider shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.

H. All insurance policies required herein shall be written on an occurrence basis and shall name the City Indemnitees as additional insureds, with the exception of professional liability insurance, which shall be written on a claims-made basis. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days' prior written notice to City. Subdivider agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

I. Subdivider's insurance coverage shall be primary insurance and shall not be contributing with any insurance or self-insurance maintained by City, and the policies shall so provide. The insurance policies shall contain a waiver of subrogation for the benefit of the City.

J. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Subdivider shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Subdivider shall procure a bond guaranteeing payment of losses and expenses.

9. OWNERSHIP OF THE IMPROVEMENTS

A. Ownership of all or any category of the Improvements constructed and installed by the Subdivider pursuant to this Agreement and to be dedicated to the City pursuant to the Final Map shall, as applicable, vest in the City upon recordation of a Notice of Completion.

B. The Subdivider shall at all times prior to the acceptance of the Improvements by the City, give good and adequate warning to the public of each and every dangerous and defective condition caused by the construction of the Improvements of which Subdivider or its agents or employees have knowledge and shall take all steps reasonably necessary under the circumstances to protect the public from such dangerous or defective conditions, if any.

10. DEFAULT AND BREACH BY THE SUBDIVIDER AND REMEDIES

A. Upon the occurrence of any of the following events, the Subdivider shall be deemed to be in default under this Agreement:

1. Subject to any time extensions granted in accordance with Section 4, failure to commence construction and installation of the Improvements by the commencement date set forth above in the Subdivision Reference Data;

2. Failure to correct or cure any defect in the Improvements during the one-year guarantee and warranty period, as required by Section 3A or failure to commence correction or cure of any such defect or failure to diligently prosecute same to completion;

3. Subject to any time extensions granted in accordance with Section 4, failure to perform substantial construction work, after commencement of work on the Improvements, for a period of thirty (30) days after written notice thereof from the City;

4. Insolvency, appointment of a receiver, or the filing of any petition in bankruptcy, whether voluntary or involuntary, and such is not cured or discharged within a period of sixty (60) days;

5. Commencement of a foreclosure action against the Subdivision or any portion thereof, or any conveyance by the Subdivider in lieu or in avoidance of foreclosure; or

6. Failure to perform any other obligations in accordance with the terms and provisions of this Agreement within thirty (30) days after written notice thereof from the City.

B. City reserves to itself all remedies available to it at law or in equity for any breach of Subdivider's obligations under this Agreement. City shall have the right, without limitation of other rights or remedies, to draw upon or utilize any improvement security furnished hereunder to mitigate City's damages in the event of Subdivider's default.

C. The City may serve written notice of any default upon the surety on any corporate surety bond furnished as improvement security hereunder, and request that said surety take over and complete the Improvements herein specified. If such surety, within fifteen (15) days after service of such notice of default, does not give the City written notice of its intention to perform this Agreement, or does not commence such performance within five (5) days after notice to the City of such intention to perform, the City may take over the work and prosecute the same to completion, by contract or by any other method the City deems advisable, for the account and at the expense of the Subdivider and its surety.

D. Subdivider acknowledges that the Estimated Total Costs and improvement security amounts set forth herein may not reflect the actual cost of construction or installation of the Improvements, and, consequently, City's damages for Subdivider's default shall be measured by the cost of completing the required Improvements. If the damages incurred by the City in taking over and completing the Improvements exceeds the principal amount of the improvement

security, then the Subdivider shall reimburse the City in the amount of such excess damages.

E. City may, without liability for so doing, take possession of, and utilize in completing the Improvements, such materials, appliances, plants and other property belonging to Subdivider as may be on the site of the work and necessary for the performance of the work. Subdivider hereby consents to entry by the City and its forces, including contractors, upon any real property in the Subdivision owned by Subdivider or by any assignee of this Agreement, in the event the City elects to maintain or complete the work on the Improvements following Subdivider's default.

F. The City's failure to take an enforcement action with respect to a default, or to declare a default or breach, shall not be construed as a waiver of that default or breach or any subsequent default or breach of the Subdivider.

G. If City sues to compel Subdivider's performance of this Agreement, or to recover from Subdivider or Subdivider's sureties damages or costs incurred in completing or maintaining the work on the Improvements, Subdivider agrees to pay all reasonable attorneys' fees and other costs and expenses of litigation incurred by the City in connection therewith, even if Subdivider subsequently resumes and completes the work.

11. RELATIONSHIP OF THE PARTIES

Neither Subdivider, nor any of Subdivider's contractors, employees or agents, are or shall be deemed to be, agents of the City in connection with the performance of Subdivider's obligations under this Agreement.

12. ASSIGNMENT

A. Subdivider shall not assign this Agreement without the prior written consent of the City which will not be unreasonably withheld or delayed. Any attempted or purported assignment in violation of this subparagraph shall be null and void and shall have no force or effect. In the event of such assignment, replacement bonds, in a form satisfactory to City, shall be provided to City.

B. The sale or other disposition of the Subdivision shall not relieve Subdivider of its obligations hereunder. If Subdivider intends to sell the Subdivision, or any portion thereof, to any other person or entity, the Subdivider may request a novation of this Agreement and a substitution of improvement security. Upon the City's approval of the novation and substitution of improvement security, which shall not be unreasonably withheld or delayed, the Subdivider may request a release or reduction of the improvement security furnished pursuant to this Agreement, which shall not be unreasonably denied.

13. NOTICES

All notices required or provided for in this Agreement shall be in writing and delivered in person or by mail, postage prepaid, to the addresses set forth below, or such other address that either party may hereafter designate in writing to the other. Notice shall be effective on the date that it is delivered in person, or, if mailed, three (3) days after the date of deposit in the United States Mail.

If to the City:

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

And:

Olivarez Madruga Law Organization, LLP
500 S. Grand Ave., 12th Floor
Los Angeles, CA 90071
Tel: (213) 744-0099

If to the Subdivider:

Lynn Wong
VW3 LLC
1108 S. California Street
San Gabriel, CA 91776
Email: wong_lynn@yahoo.com
Tel: (626) 377-1768

14. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the Parties with respect to its subject matter. All modifications, amendments, or waivers of any terms of this Agreement shall be in writing and signed by the duly authorized representatives of the Parties.

15. SEVERABILITY

The provisions of this Agreement are severable. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.

16. INCORPORATION OF SUBDIVISION REFERENCE DATA AND RECITALS

The Recitals and Exhibit A are incorporated into this Agreement.

17. GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the laws of the State of California without regard to principles of conflicts of laws. The venue for any litigation shall be Los Angeles County, California or in the United States District Court for Central District of California.

18. 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.

19. SIGNATURES

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. AUTHORITY

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

21. EFFECTIVE DATE OF THE AGREEMENT

This Agreement shall be and become effective as of the date that it is executed by a duly authorized officer or employee of the City, it being the intention of the Parties that the Subdivider shall first execute this Agreement and thereafter submit it to the City. The City shall insert the Effective Date in the Subdivision Reference Data in all counterparts of this Agreement and shall transmit a fully executed counterpart to the Subdivider.

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

[Signature Page to Follow].

City of La Puente ("City")

By: _____
Bob Lindsey, City Manager

ATTEST:

_____
Sheryl Garcia, City Clerk

Approved as to form:

By:_____
Jesse Jauregui, City Attorney

VW3 LLC ("Subdivider")

By: _____
VW3 LLC

_____
Name, Title

EXHIBIT A

CATEGORIES OF IMPROVEMENTS

1. Sewer Improvements: (a) 6" Sewer house laterals (75 LF)

Estimated Cost: $7,500.00

2. Off-Site Improvements:
(a) Driveway approach (1 EA)
(b) Parkway drain (1 EA)
(c) Construct curb & gutter (120 LF)
(d) Construct new sidewalk along frontage (635 SF)

Estimated Cost: $16,425.00

ESTIMATED COST FOR ALL IMPROVEMENTS:	$23,925.00
10% CONTINGENCY:	$2,392.50
TOTAL COST FOR ALL IMPROVEMENTS PLUS CONTINGENCY:	$26,317.50
PERFORMANCE BOND (100%):	$26,317.50
PAYMENT BOND (100%):	$26,317.50
WARRANTY BOND (25%):	$6,579.38
TOTAL IMPROVEMENT BOND AMOUNT:	**$59,214.38**

City of La Puente
AGENDA REPORT

To: Mayor and City Council For meeting of: November 15, 2022

From: Bob Lindsey, City Manager

SUBJECT: CONSIDERATION OF AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH SUPERIOR SECURITY SPECIALISTS, INC. DBA SUPERIOR ALARM SYSTEMS FOR SECURITY CAMERAS AND SPEAKER SYSTEM AT LA PUENTE PARK IN THE AMOUNT OF $132,900.00

BACKGROUND

At the City Council meeting of May 25, 2021, the City Council approved the use of funds from the American Rescue Plan Act of 2021. One of the items approved consists of the installation of security cameras and a speaker system at La Puente Park. This project will allow City staff to visually monitor activities at the Park from a central location and provide for the ability to verbally contact park patrons through the speaker system.

At the Council meeting of July 13, 2021, the City Council approved a professional services agreement with Superior Alarm Systems ("SAS") for security cameras and speaker system at La Puente Park in the amount of $372,252.00.

At the City Council meeting of December 14, 2021, the City Council received notification that State Assemblymember Lisa Calderon was able to secure a Specified Grant from the California Department of Parks and Recreation for the security camera and speaker system at La Puente Park. Due to this grant, funding for this project was changed from American Rescue Plan to this Specified Grant.

At the City Council meeting of June 14, 2022, the City Council approved Amendment No. 1 to the Professional Services Agreement with Superior Alarm Systems to furnish and install six (6) new IP outdoor rated security cameras and associated cable and fiber runs at the La Puente Park, four (4) computers that will specifically used to monitor the park security cameras and speakers, and twenty-four (24) body worn cameras that will be worn by Community Service staff and Code Enforcement staff at La Puente Park.

DISCUSSION

City staff are recommending that the City Council approve an additional amendment to the professional services agreement with SAS to furnish and install eleven (11) new IP outdoor rated security cameras and associated cable and fiber runs at the La Puente Park. Cameras will be located at both playgrounds (0-5 & 5-12) and the amphitheater area. All new cameras will be connected to the new Genetec camera system, with the correct assigned lifetime licensing, via the switch located in the Maintenance building installed by SAS.

FISCAL IMPACT

Funding for this amendment to the project is provided through the Specified Grants from the California Department of Parks and Recreation. The quote provided by SAS totaled $132,900. With a 10 percent (10%) amendment contingency of $13,300.00, the total estimated cost would be $146,200.

RECOMMENDATION

It is recommended that the City Council: (1) approve Amendment No. 2 to the Agreement with Superior Security Specialists, Inc., dba Superior Alarm Systems in the amount of $132,900.00; (2) and authorize the City Manager to execute the Amendment and approve change orders up to 10% of the original bid amount on behalf of the City.

ATTACHMENTS

Attachment "A": Amendment No. 2 to the Professional Services Agreement

AMENDMENT NO. 2
TO THE PROFESSIONAL SERVICES AGREEMENT FOR
PROFESSIONAL SECURITY INSTALLATION SERVICES BETWEEN THE CITY
AND
SUPERIOR SECURITY SPECIALISTS, INC. DBA SUPERIOR ALARM SYSTEMS

This Amendment No. 2 to the Professional Services Agreement for Professional Security Installation Services ("Agreement"), is made and entered into this 25th day of October, 2022, ("Effective Date") by and between the City of La Puente, a California municipal corporation ("City"), and Superior Security Specialists, Inc. dba Superior Alarm Systems, a California Corporation, ("Contractor"). The City and Superior Security Specialists, Inc. dba Superior Alarm Systems are hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS, on July 29, 2021, the City and Contractor entered into the Agreement under which Contractor agreed to provide Professional Security Installation Services to the City; and

WHEREAS, on June 14, 2022, the City and Contractor entered into Amendment No. 1 to the Agreement under which Contractor agreed to add additional equipment to the existing equipment ; and

WHEREAS, the City wishes to add additional equipment to the existing equipment that was previously installed as part of the Agreement; and

WHEREAS, to allow Contractor to continue providing security installation services to the City, the City and Contractor desire to amend the scope of services of the Agreement, and increase the total compensation set forth in the Agreement; and

WHEREAS, for the reasons set forth herein, the Parties desire to enter into this Amendment No. 2 , and have agreed to amend Section 2 (Services) and Section 3 (Compensation) 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:

Section 2, Services, is hereby amended to include additional service as described in Scope of Services attached hereto. All other provisions of Section 2 of the agreement remain in full force and effect.

The second sentence of Section 3, Compensation, is hereby amended to read in its entirety as follows:

ATTACHMENT A

Section 3. COMPENSATION Contractor shall be paid an amount not to exceed One Hundred Thirty-Two Thousand and Nine Hundred Dollars ($132,900).

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

CITY OF LA PUENTE

By: _____
Bob Lindsey, City Manager

SUPERIOR ALARM SYSTEMS

By: _____
Doug Leener

Attest:

By: _____
Sheryl Garcia, City Clerk

APPROVED AS TO FORM

By: _____
Victor Ponto, Esq., City Attorney

EXHIBIT A

SCOPE OF SERVICES

	3000	**Allstar Cable 060623A4-S1-0** CAT6E DIRECT BURIAL UV RATED Black	$3,150.00
	8	**Axis Communications LENS M12 12MM** LENS M12 12MM F1.6 Q6100-E, Q6010-E	$875.60
	3	**Axis Communications P3265-LVE** Outdoor 2 MP dome with IR and deep learning	$2,237.79
	8	**Axis Communications Q6100-E** Q61 5MP Series 360° Network Camera with PTZ Control	$14,324.24
	8	**Axis Communications Q6135-LE** Q61 Series HDTV 1080p PTZ Network Camera with 32x Optical Zoom and OptimizedIR	$21,080.96
	6	**Axis Communications T8134** 60 W High PoE 1-Port Midspan, Plug-and-Play Media Converter with IEEE 802.3at	$956.70
	6	**Axis Communications T8154** 60 W High PoE SFP Midspan, Plug-and-Play Media Converter with Poe	$1,248.54
	4	**Axis Communications T8504-E** Outdoor Power Over Ethernet switch (Managed, plug-and play outdoor switch)	$5,196.00
	8	**Axis Communications T8611** T8611 SFP Module LC.LX (Single-mode fiber module for up to 10 km transmission range)	$875.60
	3	**Axis Communications T91B47** T91B47 50-150MM POLE MOUNT INDOOR OUTDOOR 1K10-RATED VANDAL	$267.54
	8	**Axis Communications T91B57 POLE MOUNT 100-410MM** T91B57, Aluminum Pole Mount for indoor and outdoor installations, for poles with diameter between 100-410 mm (4"-16"), White	$1,026.88
	3	**Axis Communications T91E61** Wall Mount for fixed dome pendant kit	$149.97
	8	**Axis Communications T91L61** Wall-and-Pole Mount for PTZ and Multi-Sensor Camera	$951.28
	8	**Axis Communications T94A01D** T94A01D Pendant Kit for AXIS Q60-series and AXIS P55-series PTZ Network Cameras	$475.60

	3	**Axis Communications T94T01D** Pendant Kit, Outdoor Kit for Mounting 1.5 in. NPS, White	$178.35
	1500	**Genesis 41565008** 18 AWG 2 Stranded Conductors, Direct Burial, Black	$375.00
Genetec	11	**Genetec ADV-CAM-E-1Y** Advantage technical support for 1 Omnicast Enterprise Camera software 1 Year	$536.25
Genetec	11	**Genetec GSC-Om-E-1C** 1 Camera connection license	$2,628.67
	1	**Material Allowance** LOT/ MISC Equipment	$1,000.00
	1	**SAS Lift Rental** 1 month lift rental for - 40ft electronic articulating boom lift.	$6,000.00
Unassigned Total			**$63,534.97**

Project Summary

Taxable Equipment:	**$60,370.05**
Non-Taxable Equipment:	**$3,164.92**
Discount:	**$705.00**
Trip Charge:	**$1,870.00**
Fuel Surcharge:	**$660.00**
Programming Labor:	**$2,640.00**
Test and Commissioning Labor:	**$1,080.00**
Sub Contract Labor:	**$9,000.00**
Technician Labor:	**$47,250.00**
Sales Tax (10%):	**$6,107.51**
Grand Total:	**$132,847.48**

City of La Puente
AGENDA REPORT

To: Mayor and City Council For meeting of: November 15, 2022

From: Bob Lindsey, City Manager

By: Troy Grunklee, CPA, Director of Administrative Services

SUBJECT: CONSIDERATION OF A RESOLUTION DECLARING AS SURPLUS PROPERTY FOUR VEHICLES IN THE CITY'S FLEET, AUTHORIZING THE SALE OF THE SURPLUS VEHICLES 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.

DISCUSSION

The City fleet shows four (4) vehicles which will be replaced by newer vehicles that the City will now lease through Enterprise Fleet Management. That vehicle is:

YEAR	MAKE	MODEL/ DESCRIPTION	GAS, HYBRID OR CNG	VIN
2001	Ford	F-350 Dump Truck	Gas	1FDWF36LG1EB43546
2008	Ford	Escape	Hybrid	1FMCU49H48KD91795
2010	Chevy	Silverado 1500	Hybrid	3GCXUEJ0AG285438
2015	Ford	F-350 Stake Bed	CNG	1FDRF3G67FEB54889

Staff recommends that the City Council approve resolution No. 22-5761, declare the vehicles 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 vehicles 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. 22-5761 and declare as surplus property, four vehicles 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. 22-5761

RESOLUTION NO. 22-5761

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA PUENTE, CALIFORNIA, DECLARING AS SURPLUS PROPERTY FOUR VEHICLES IN THE CITY'S FLEET, AUTHORIZING THE SALE OF THE SURPLUS VEHICLES AT AUCTION, AND APPROVING AN ASSIGNMENT AGREEMENT AMD 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 four vehicles 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 vehicles as surplus, and authorize disposal of said item. A description of each of the vehicles 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. Given the age the age and mileage of each of the vehicles set forth in Exhibit A, and the costs associated with the maintenance of said vehicles, the City Council hereby declares the four vehicles 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 15th day of November 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
2001	Ford	F-350 Dump Truck	Gas	1FDWF36LG1EB43546
2008	Ford	Escape	Hybrid	1FMCU49H48KD91795
2010	Chevy	Silverado 1500	Hybrid	3GCXUEJ0AG285438
2015	Ford	F-350 Stakebed	CNG	1FDRF3G67FEB54889

City of La Puente
AGENDA REPORT

To: Mayor and City Council For meeting of: November 15, 2022

From: Bob Lindsey, City Manager

By: John Di Mario, Development Services Director

SUBJECT: CONSIDERATION OF A PROFESSIONAL SERVICES AGREEMENT WITH EMERGENCY PLANNING CONSULTANTS FOR THE PREPARATION OF A HAZARD MITIGATION PLAN IN THE AMOUNT OF $50,000.00

BACKGROUND

The Disaster Mitigation Act of 2000 ("DMA 2000") requires that all local agencies have a local Hazard Mitigation Plan in place to be eligible for both pre and post disaster federal funding. A Hazard Mitigation Plan ("Mitigation Plan") is a comprehensive document that identifies potential natural hazards, the extent of risk posed by these hazards, the vulnerabilities of the City to these hazards, and the actions the City may take to mitigate or reduce the potential impact of the hazards.

Failure to implement an approved Mitigation Plan could have a devastating impact on the City in the event of a natural disaster. The Mitigation Plan provides a comprehensive review of the potential impacts and identifies remedies for various natural disasters that could occur within the East San Gabriel Valley region. More importantly, without the City proceeding with the development and adoption of a comprehensive plan, federal financial assistance could be jeopardized.

To maintain the City's eligibility for federal disaster assistance, the Mitigation Plan must be updated and resubmitted for state and federal approval every five years.

DISCUSSION

At the City Council meeting of April 10, 2018, the City Council adopted Resolution No. 18-5404 thereby adopting the City's 2018 Hazard Mitigation Plan. In a letter dated May 1, 2018 (Attachment "A"), the Federal Emergency Management Agency ("FEMA") approved the City's Plan. As stated in the letter, the approval is for a period of five (5) years which requires the City to revise and update the Plan prior to May 1, 2023.

To provide funding for updating the new 5-year Mitigation Plan, Staff applied for a Climate Adaptation and Resiliency Planning Grant from the Southern California Gas Company ("SoCalGas"). The City recently learned that SoCalGas awarded funding approval to the City in the amount of $50,000.00.

The City's current Hazard Mitigation Plan was prepared by Emergency Planning Consultants ("EPC"). In order to maintain Plan consistency and continuity, Staff contacted EPC for a proposal to prepare the City's revised Plan.

Attached to this report as Attachment "B" is a Professional Services Agreement with Emergency Planning Consultants to provide the City with professional planning and environmental services at a cost of $50,000.00. Given the timing of the expiration of the City's current Plan, work for this new plan update and revision would commence immediately.

Pursuant to Section 2.20.090 (f) of the City's recently revised purchasing Ordinance, agreements for professional services can be executed without observing the City's bidding procedures if the City Manager determines that the formal bid process is unnecessary because a professional services provider is the best provider for a particular agreement. This determination may be based on demonstrated competence, qualifications, experience, knowledge of the City, or reasonableness of cost to perform the work. Based on the City's previous success with having FEMA approve the Plan prepared by EPC and the cost to prepare the Plan within the awarded grant amount, the exception to competitive bidding for this work is satisfied.

FISCAL IMPACT

No fiscal impact to the City. The City has been awarded a grant from SoCalGas in the amount of $50,000.00 for this work effort.

RECOMMENDATION

It is recommended that the City Council: (1) approve the Agreement with Emergency Planning Consultants for preparation of a Hazard Mitigation Plan in the amount of $50,000.00; (2) authorize the City Manager to execute the Agreement on behalf of the City; and (3) approve Resolution No. 22-5762 amending the Fiscal Year 2022/23 Operating Budget.

ATTACHMENTS

Attachment "A": FEMA Approval Letter
Attachment "B": Professional Services Agreement
Attachment "C": Resolution No. 22-5762

U.S. Department of Homeland Security
1111 Broadway, Suite 1200
Oakland, CA. 94607-4052

FEMA

May 1, 2018

John DiMario
Director
Development Services Department
15900 E. Main Street
La Puente, CA 91744

Dear Mr. DiMario:

We have completed our final review of the *City of La Puente Hazard Mitigation Plan,* officially adopted by the City of La Puente on April 10, 2018, and found the plan to be in conformance with Title 44 Code of Federal Regulations (CFR) Part 201.6 *Local Mitigation Plans.*

The approval of this plan ensures the City of La Puente's continued eligibility for project grants under FEMA's Hazard Mitigation Assistance programs, including the Hazard Mitigation Grant Program, Pre-Disaster Mitigation Program, and Flood Mitigation Assistance Program. All requests for funding, however, will be evaluated individually according to the specific eligibility, and other requirements of the particular program under which applications are submitted.

Also, approved hazard mitigation plans may be eligible for points under the National Flood Insurance Program's Community Rating System (CRS). Additional information regarding the CRS can be found at https://www.fema.gov/national-flood-insurance-program-community-rating-system or through your local floodplain manager.

FEMA's approval of the *City of La Puente Hazard Mitigation Plan* is for a period of five years, effective starting the date of this letter. Prior to May 1, 2023, the City of La Puente is required to review and revise its plan to reflect changes in development, progress in local mitigation efforts, and changes in priorities, and resubmit it for approval in order to continue to be eligible for mitigation project grant funding. The enclosed plan review tool provides additional recommendations to incorporate into the plan when the City of La Puente undertakes its identified plan maintenance process.

If you have any questions regarding the planning or review processes, please contact Alison Kearns, Senior Community Planner, at (510) 627-7125 or by email at alison.kearns@fema.dhs.gov.

Sincerely,

Juliette Hayes
Division Director
Mitigation Division
FEMA Region IX

Enclosure

cc: Jennifer Hogan, State Hazard Mitigation Officer, California Governor's Office of Emergency Services
Julie Norris, Mitigation and Dam Safety Branch Chief, California Governor's Office of Emergency Services

ATTACHMENT A

CITY OF LA PUENTE

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of November 15, 2022, between the City of La Puente, a municipal corporation ("City"), and Emergency Planning Consultants, a sole proprietorship ("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 all tasks described herein are completed unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

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

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

(c) Consultant shall perform all Services in a manner reasonably satisfactory to the City and in a manner in conformance with the standards of quality normally observed by an entity providing professional emergency planning and environmental 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 Exhibit A, based upon actual time spent on the above tasks. This amount shall not exceed Fifty Thousand Dollars and Zero cents ($50,000.00) 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 excluding Consultants standard details, standard specifications and calculations. 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 reimburse the City for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters in an amount that is proportionate to the finding of liability against Consultant.

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

8. INSURANCE

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit B 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 Law Organization, LLP
500 S. Grand Avenue, 12th Floor
Los Angeles, CA 90071
Tel: (213) 744-0099

If to Contractor:

Carolyn Harshman
Emergency Planning Consultants
3665 Ethan Allen Avenue
San Diego, CA 92117
Tel: (858) 483-4626

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 subconstultant 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 negligent services performed by a subconsultant under this Agreement.

16. GOVERNING LAW/ATTORNEYS' FEES

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

17. ENTIRE AGREEMENT

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

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

18. SEVERABILITY

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

19. COUNTERPARTS

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

20. CAPTIONS

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

21. WAIVER

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

22. REMEDIES

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

23. 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.

(Signatures on following page)

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"
Emergency Planning Consultants

By:_____
Carolyn Harshman, President

Attest:

By:_____
Sheryl Garcia, City Clerk

Approved as to form:

By:_____
Jesse Jauregui, City Attorney

Attachments:

Exhibit A	Scope of Services/Rate Schedule
Exhibit B	Insurance Requirements

EXHIBIT A

SCOPE OF SERVICES/RATE SCHEDULE

Approach and Scope of Work

Approach

Emergency Planning Consultants (EPC) will draw valuable content from the City's 2018 Hazard Mitigation Plan including its mitigation strategy actions, plan goals, and hazard history.

An updated FEMA-approved HMP will maintain the City's eligibility to compete for Hazard Mitigation Grant Program funds which are made available to jurisdictions within the declared area following a Presidential Disaster Declaration. Additionally, FEMA new BRIC program (Building Resilient Infrastructure and Communities) is an annual source of mitigation funds available to jurisdictions with FEMA-approved mitigation plans.

The intent of the federal government's Disaster Mitigation Act of 2000 (DMA 2000) is three-fold:

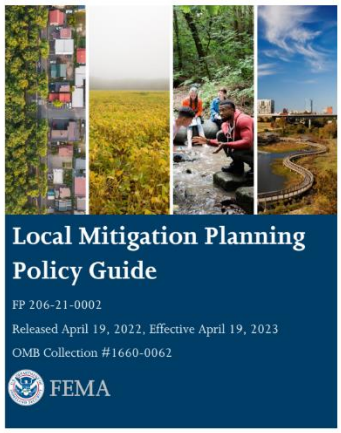
a) To gather hazard, vulnerability, and mitigation information from the local level for use in state-level planning.

b) To ensure that state and local hazard mitigation planning is coordinated to the greatest extent practical.

c) To ensure that local jurisdictions are made aware of the hazards and vulnerabilities within their jurisdiction and to develop strategies to reduce those vulnerabilities.

In order to meet all of those objectives, FEMA developed a "checklist" for use by the State and Federal reviewers. The Region IX Local Hazard Mitigation Plan Review Tool (FEMA Review Tool) includes the following tasks:

- Element A: Planning Process
- Element B: Hazard Identification and Risk Assessment
- Element C: Mitigation Strategy
- Element D: Plan Review, Evaluation, and Implementation
- Element E: Plan Adoption (by City Council)



Regarding the FEMA regulations for hazard mitigation planning, the project approach will definitely integrate the new guidelines identified in Local Mitigation Planning Policy Guide that was released April 19, 2022, and effective April 19, 2023. At present, FEMA has not yet released an updated FEMA Review Tool to coincide with the new

Planning Policy Guide. However, EPC is aware of the intended release and will utilize the newest FEMA Review Tool available at the time of submission to Cal OES.

It's important to note that it is especially important to hire a consulting firm with an extensive history of preparing FEMA-approved Mitigation Plans. Without adequate experience, it would be common to spend as much time in the "Cal OES and FEMA review phase" as in preparing the actual plan. EPC prepares approvable plans and in the event a Cal OES or FEMA reviewer disagrees, has years of experience in discussing the regulations and differences in interpretation in order to gain approval.

Scope of Work

Preparation of a mitigation plan incorporates all of the federal requirements relating to local hazard mitigation plans. EPC's hazard mitigation planning approach has been perfected since 2005 when the federal government first required plans for local jurisdictions. Since that time great effort and time has gone into tracking the changes of "interpretations" by the regulatory agencies of the DMA 2000 legislation. Without publishing updates to the originating legislation, FEMA instead has published guidelines (see below) and has amended the FEMA Review Tool used to judge the adequacy of plans. Understanding all the changes in interpretation is critical to writing a plan that can go through the state and FEMA reviewers with only minor revisions. The State of California and FEMA have both made significant staffing changes over the past year resulting in more consistent reviews and fewer unjustified requested changes. Recently, FEMA review staff have worked closely with state review staff to better understand the requirements in order to streamline the review process. With so many FEMA approved plans, obviously EPC clearly understands both the regulations and "interpretations" so goes into the review process as aligned as possible. All said, the key to an efficient and successful review is to be absolutely certain that every required component is clearly indicated in the plan. EPC accomplishes this through the use of "milestones" throughout the plan indicating the exact FEMA Review Tool reference.

Nothing can replace EPC's years of experience and track record at facilitating and writing FEMA-approved Mitigation Plans. This experience has also prepared us for any unexpected challenges with other aspects of the planning process – Planning Team Meetings, community outreach, facilitating the formal review, and participating in the adoption meeting. EPC prides itself on working closely with the jurisdiction's Point of Contact to bend and adjust to the content, format, and scheduling needs.
EPC methodology is based on a dedication to continuous learning and improvement. Every mitigation plan is a mix of the community profile and hazards. This is balanced with the federal regulations and planning directives from the State of California. As each EPC mitigation plan is written it is tempered by lessons learned about hazards and recent interpretations by the Cal OES and FEMA reviewers. To ensure compliance with the federal regulations, the plan will include "milestones" indicating the location of required content. The project objectives will be met by following EPC rigid process of data collection, hazard research, meeting management, and mastery of the regulations guiding the development of hazard mitigation plans.

Although an “approval” is ever important, the focus on the project approach is to create a planning process that will imprint the Planning Team through the implementation phase.

EPC takes great pride in building a culture of awareness regarding hazard mitigation.

As identified in the detailed project approach and schedule later in the proposal, Project Manager Carolyn Harshman will have eyes on the project at all times including facilitating each of the Planning Team meetings, the Community Outreach, and City Council meeting. She will also be the sole contract for the City Project Manager and will lead the EPC Support Staff through daily communications. Her most important role will be as the Principal Planner as she weaves the work of the EPC Support Staff into the plan’s writing.

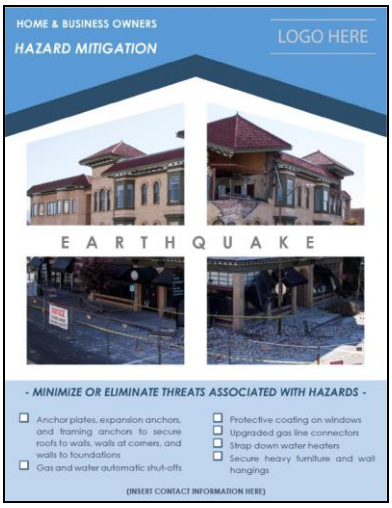
As for managing challenges that may arise, the recent COVID-19 project management effort was seamless as meetings became virtual. The most common obstacle in the planning process is the lack of time on the part of the jurisdiction’s planning team members. EPC totally understands how local government staff are stretched to the limit. That’s the reason we take so much pride in “doing the heavy lifting”. We do the research and the homework and develop tools to make the planning process easy and hopefully even fun. In total, the Planning Team can expect to spend no more than 10 hours on the entire project. There are 4 2-hour meetings and 2 hours will be needed to review the First Draft Plan. As for the City Project Manager, more time will be required for EPC communications, information requests, and participating in the Community Outreach process, and City Council meeting. Altogether, the City Project Manager can expect to spend approximately 20-30 hours on the project. All the external review details and negotiations will be handled by EPC.

Planning and Organization

Planning Process

The project will be supported by the involvement of two groups of stakeholders: 1) Primary - Planning Team, and 2) Secondary - General Public and External Agencies. The purpose and commitments are delineated below.

- **Public Involvement (General Public and External Agencies)** will be the backbone of the Community Outreach portion of the project and the options for involving the public will be discussed at the first Planning Team meeting. In order to comply with FEMA requirements, it is critical that individuals and organizations outside of the Planning Team have access to the plan during the “plan writing process”. In addition to other outreach activities, EPC will provide the following community outreach tools:
    - Distribution a range of EPC-produced handouts sharing mitigation techniques available to residents and businesses.



- Links to hazard information allowing home and business owners to identify specific hazards impacting their own properties (State of California's MyHazards).

Cal OES GOVERNOR'S OFFICE OF EMERGENCY SERVICES MyHazards

- FEMA requires the Draft Plan be made available to the general public and external agencies (e.g., adjoining jurisdictions, servicing special districts, etc.) during the plan writing phase. EPC recommends posting the Second Draft Plan on the City's website and using existing notification methods including social media, newsletters, or other means to inform the general public of the Plan's availability. As for the external agencies, EPC will provide email content for distribution to the various agencies (not yet including Cal OES and FEMA) including the link to the posting of the Second Draft Plan. All information gathered will be included in the Third Draft Plan.

- **Planning Team**

EPC recommends that the Planning Team consist of representatives from departments within the City with responsibilities identified in the 2018 HMP. A week in advance of the 4th Planning Team meeting, the First Draft Plan will be distributed. As City participants are selected for the Team, it's important to keep in mind that hazard mitigation focuses on regulatory controls as well as construction and maintenance of buildings and infrastructure. EPC will provide agendas, handouts, minutes, and PowerPoints for each meeting. EPC President Carolyn Harshman will facilitate each of the four meetings. As of now, it is expected that the meetings will be delivered virtually. EPC maintains a Zoom account. Should the City choose a different medium for conducting meetings, EPC will accommodate those requests.

- **Planning Team Meeting #1** (2 hours)

        - The purpose of the first meeting is to provide a general overview of the project, update plan goals, review project timeline, gather pertinent documents, confirm roles and membership of the Planning Team, review the concepts and standards contained in the DMA 2000 regulations and FEMA Review Tool, discuss availability of mapping resources, and examine the initial hazard assessment.
            - Opportunities relating to the community outreach approach will also be discussed.
    - **Planning Team Meeting #2** (2 hours)
        - The purpose of the second meeting is to begin work on the Mitigation Strategy. This will involve capturing the status of the mitigation actions identified in the 2018 HMP along with other existing mitigation activities since that plan. EPC will work in advance of the meeting to review the General Plan-Safety Element, Annual Budget, and Capital Improvement Program in order to capture any already identified mitigation-related projects or policies that can be included in the plan.
    - **Planning Team Meeting #3** (2 hours)
        - The purpose of the third meeting is to develop new mitigation action items. During the meeting EPC will distribute a planning tool that contains a comprehensive list of mitigation actions from a wide variety of jurisdictional plans. The use of this comprehensive list will assist and expedite the Planning Team's process of identifying existing and future mitigation actions.
    - **Planning Team Meeting #4** (2 hours)
        - Review of the First Draft Plan will be preceded by advance distribution of the document to the Planning Team. The meeting will provide an opportunity for the Planning Team to provide input to the First Draft Plan. Also, this meeting will include a discussion on final preparations and logistics for soliciting input from the general public and external agencies during the distribution of the Second Draft Plan.

Risk and Vulnerability Assessment

The update to the Hazard Mitigation Plan will be completed in compliance with the requirements of the federal government Disaster Mitigation Act of 2000 (DMA 2000), FEMA's Local Multi-Hazard Mitigation Planning Guidance published July 2008, the Local Mitigation Plan Review Guide published in October 2011, the Local Mitigation Planning Handbook published March 2013 and the 2023 guidance mentioned earlier. Building on those materials and other FEMA mitigation "how-to guides", the following methodology will be utilized:

- **Hazard Identification and Profiles** will be included in the Risk Assessment. EPC will build off of the Risk Assessment in the 2018 HMP, 2019 County of Los Angeles All-Hazards Mitigation Plan, and the 2019 California State Mitigation Plan. Additionally, the General Plan-Safety Element will be reviewed for hazard and risk-related information as well as history of previous occurrences. In addition to using

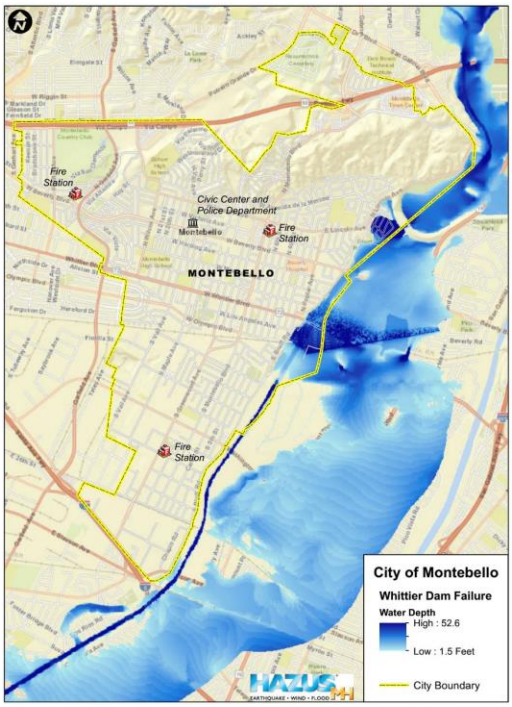
information from these resources, the plan will include ways to cross-reference and integrate the mitigation plan with the other documents identified above. EPC also maintains a broad range of resources for information regarding historical disasters. EPC will consider the hazards included in the 2018 Plan (earthquake, flooding, windstorm, dam failure, drought, landslide, and human-caused/technological) along with additional hazards now posing a significant threat to the jurisdiction. The "threshold" for significance is that a hazard event will impact the jurisdiction so severely that a Local Disaster Declaration would be justified. During the first Planning Team meeting, the hazards will be discussed, and EPC will provide recommendations on a final hazards list. The Risk Assessment in the LHMP will include hazard-specific chapters including EPC-produced HAZUS-MH maps and reports (see below).

- **Local Capability Assessment** includes a list of the programs (budgets, facility improvement plans), policies, and personnel available within the jurisdiction to complete the Mitigation Strategy.

- **Asset Vulnerability** will also be included in the Risk Assessment specifically identifying each of the City-owned essential and critical facilities as to hazard vulnerability. In addition to the HAZUS maps and reports discussed below, EPC will produce hazard-specific maps showing locations of the City's essential and critical facilities.

- **Community Profile** will be developed for the project area. More than just demographics and organizational structure, the Profile will reflect the history and unique characteristics of the community.

- **Mapping** resources within the jurisdiction will be utilized by EPC to assist the reader in understanding the location and vulnerability to hazards. Additionally, EPC will produce any other maps necessary to properly explain the location of hazards as they relate to critical and essential facilities. Also, see below for a discussion on HAZUS-MH.



  - **Estimating Potential Losses** will be accomplished through the use of HAZUS-MH (Hazards United States – Multi-Hazard) – a software produced by FEMA designed to estimate loss projections for earthquake, hurricane, flooding, and tsunami. EPC will prepare a minimum of three HAZUS-MH Level 2 maps and reports. The specific scenarios will be selected in coordination with the Planning Team. HAZUS-MH utilizes data from the most recent U.S. Census. That

information is overlaid with a hazard scenario (e.g., San Andreas Fault). In the case of an earthquake scenario, the HAZUS-MH output is a map showing shaking intensities along with a detailed report on impacts to people, structures, infrastructure, and utilities. A dam inundation sample HAZUS-MH flood map prepared by EPC is shown on the left.

Hazard Mitigation Plan Strategy and Maintenance Process

Mitigation Strategy

- **Hazard Mitigation Goals** will be built off of the goals in the 2018 HMP. This task will be accomplished during the first Planning Team meeting.

- **Hazard Mitigation Actions Items** are the very core of the mitigation plan. The mitigation actions in the 2018 HMP will be the starting point of this process in order to establish the accomplishments since the original plan. In addition to the action itself, FEMA now requires additional detail in describing the various action items. The entire Mitigation Strategy will be updated to comply with all contemporary FEMA standards. During the third Planning Team meeting our focus will be on developing new action items. This will include capturing ongoing activities not included in the 2018 HMP as well as developing new items for the future. Future ideas will be created by Planning Team members as well as drawn from pertinent General Plan policies and the Capital Improvement Program. During this brainstorming process, members will be encouraged to think through the various hazards and come up with projects and programs that could be funded through the federal Hazard Mitigation Grant Program (HMGP) and other state and federal pre- and post-disaster funding mechanisms. EPC will present simple tools for ranking cost and benefit. Prior to both of the meetings, EPC will prepare and distribute materials that will streamline discussions during the meetings.

Maintenance Process

- **Plan Maintenance** includes the timing and tasks involved in implementing the FEMA-approved LHMP. While the Mitigation Actions Matrix itself will contain all of the FEMA-mandated and practical information required to implement, the Plan Maintenance chapter will outline the schedule and process for implementing the Matrix. The Plan Maintenance chapter will include an Implementation Plan for tracking progress on a quarterly/annual basis. Following is an example of what the Implementation Plan will look like:

Action Item	Coordinating Organization	Timeline	Plan Goals Addressed					Funding Source - (* = not yet identified, CIP=Capital Improvement Program, GF = General Fund, GR = Grants); Planning Mechanism (GP=General Plan, ZO=Zoning Ordinance, BC=Building Code)	Ranking - (L=Low, M=Med, H=High, n/a=not applicable)	2017 Comments and Status – Completed, Revised, Deleted, New, and Deferred	2021 3rd Quarter Implementation Meeting Notes
			Protect Life and Property	Public Awareness	Environmental & Historical Preservation	Strengthen Partnerships	City Emergency Services				
Multi-Hazard Action Items											
MH-1 Continue to integrate the goals and action items from the Hazard Mitigation Plan (Plan) into existing regulatory documents and programs, where appropriate.	Disaster Management Planning Committee (DMPC)	Yearly	X	X	X	X	X	GF/GR, GP/ZO/BC	H	Revised – coordinating organization. Hold monthly meetings address issues	
MH-2 Identify and pursue funding opportunities to develop and implement local mitigation activities.	DMPC	Yearly	X	X	X	X	X	GF/GR, GP/ZO/BC	H	Revised – coordinating organization. Monthly Grant Committee Meetings	

- **Incorporation into Existing Planning Mechanisms** is particularly important if mitigation is to be achieved successfully. It's common for the City's General Plan, Emergency Operations Plan, Zoning Ordinance, Floodplain Management Plan, Storm Water Management Plan, or other regulatory documents to be closely associated with many of the mitigation actions items. FEMA wants to ensure that the mitigation plan is not a stand-alone document but rather part of a comprehensive approach to hazard mitigation.

Plan Draft - Approval and Adoption

To begin the formal review and approval process, EPC will forward an electronic copy of the Third Draft Plan and a FEMA Review Tool to Cal OES. Following any DMA 2000-justified revisions by EPC, Cal OES will forward the Third Draft Plan to FEMA for review and issuance of an Approval Pending Adoption. As with the review by Cal OES, EPC will complete any DMA 2000-justified revisions while being certain to protect the City from unfair or unjustified revisions. Upon receipt of the Approval Pending Adoption letter from FEMA, the Final Draft Plan will be scheduled for presentation to the City Council for adoption. EPC will prepare a staff report, resolution, and PowerPoint. EPC President Carolyn Harshman will be available for a virtual presentation to the City Council should that be desired. Following the Council meeting, proof of adoption will be forwarded to FEMA. FEMA will then send an email and Letter of Approval which EPC will be incorporate into the Final Plan. EPC will continue to lead the planning process until the Letter of Approval is received from FEMA and incorporated into the Final Plan.

Schedule

The Project Schedule below recommends a fast-track approach to the Planning Process. Rather than monthly Planning Team meetings, the first 3 will be weekly. This

approach keeps the information fresh in the minds of the Team and allows us to get the Plan in the hands of the formal reviewers (Cal OES, FEMA) much quicker. This will ensure the City's eligibility for HMGP and other grants requiring approved mitigation plans.

Tasks	Month One	Month Two	Month Four	Month Five	Month Six	Month Seven	Month Eight	Month Nine	Month Ten	Month Eleven
Planning and Organization										
First Draft, Second Draft, Third Draft, Final Draft, Final	X	X	X	X	X	X	X	X	X	X
Planning Team Meeting #1 HMP Overview and Initial Hazard Briefing		X								
Planning Team Meeting #2 HAZUS and Status of 2018 Mitigation Action Items		X								
Planning Team Meeting #3 Future Mitigation Action Items		X								
Planning Team Meeting #4 Review First Draft Plan			X							
Encourage Public Participation in Household and Business Mitigation Activities (Social Media)				X						
General Public Input to Second Draft Plan				X						
External Agencies Provide Input to Second Draft Plan				X						
Risk and Vulnerability Assessment										
Conduct Risk and Vulnerability Assessment	X	X								
Prepare HAZUS and Critical Asset Maps	X	X								
Prepare Capability Assessment	X	X								
Hazard Mitigation Plan Strategy and Maintenance Process										
Update Mitigation Actions		X								
Prepare New Mitigation Actions			X							
Include Monitoring, Evaluating and Updating the Plan	X	X								
Adoption and Approval										
Submit Third Draft Plan to Cal OES/FEMA. Complete Mandated Revisions.					X	X	X	X		
Receive FEMA's Approval Pending Adoption									X	
Post and Conduct City Council Meeting to Adopt the Final Draft Plan										X
Submit Proof of Adoption to FEMA										X
Receive FEMA Final Approval										X
Incorporate FEMA Final Approval into Final Plan										X
** Note: recently the formal review process has taken 4 months however historically it has ranged from 6 months to as much as 1 year.*										

Project Team, Key Personnel and Resumes

The EPC Team selected for this project is the perfect balance of subject matter history, expertise, background, and local knowledge.

Name: Carolyn J. Harshman, CEM
Education: Master of Public Administration
Professional Affiliations: International Association of Emergency Managers, California Emergency Services Association, National Hazard Mitigation Association
Professional Licenses and Certifications: Certified Emergency Manager

Carolyn Harshman, CEM is the sole proprietor Owner and President of Emergency Planning Consultants and will serve as the Consultant Project Manager and Principal Planner. Preparing a Hazard Mitigation Plan requires subject matter expertise in the areas of emergency response planning, hazard mitigation planning, mapping, and land use planning. With backgrounds in both land use planning and emergency management, Ms. Harshman is the right fit for facilitating the planning project. Ms. Harshman will serve as the Consultant Project Manager to the City Project Manager and maintains responsibility for all aspects of the contracted services. Monthly status updates will be provided to the City Project Manager concerning the budget and work progress. Invoices will be submitted according to the terms of the contract. As Principal Planner, Ms. Harshman will lead the project by facilitating and participating in all of the Planning Team meetings, community outreach activities, and the City Council meeting. She will serve as the principal author and maintain quality control over the document at all times. Ms. Harshman will also manage relationships and work products from EPC staff, ensuring quality control and continuous improvement by conducting weekly meetings with the EPC Team.

Prior to working in the field of emergency management, Ms. Harshman enjoyed a combined 20-year career as a city, regional, and redevelopment planner for the County of San Diego, City of San Diego, and Southeastern Economic Development Corporation. In her role as a land use planner Ms. Harshman prepared General Plan Amendments, Community Plans, Zoning Ordinance revisions, and conducted hundreds of community meetings. As a local government staff member for so many years, Carolyn is very familiar with the organization, roles, and responsibilities of government entities. Ms. Harshman began work in the field of emergency management in 1984 when she was hired as a hazard planner for the County of San Diego's Office of Disaster Preparedness. There she updated the County's Emergency Operations Plan and also served as the Hazards Officer. Responding to requests from other jurisdictions to provide consulting services, Carolyn began part-time work as a consultant in 1986 writing Multi-Hazard Functional Plans (now known as Emergency Operations Plans) and providing training. In 1997, she ended her career with local government and established Emergency Planning Consultants.

Ms. Harshman has been a member of FEMA's Emergency Management Institute's Planning Advisory Board since 2005, involved in each update to the Emergency Planning Course (G235). Also, she taught FEMA's pilot course deliveries for the Comprehensive Preparedness Guide (CPG) 101. The revised CPG 101 regulations provide guidance on styles and content for emergency operations plans, placing emphasis on engaging the "whole community" – including those with access and functional needs, children, and those with household pets and service animals.

Carolyn has completed and teaches FEMA Master Trainer Program courses as well as a variety of other courses at the Emergency Management Institute, California Specialized Training Institute, and as an adjunct instructor at a variety of educational facilities. Ms. Harshman holds a Master of Public Administration (MPA) degree from San Diego State University and is a Certified Emergency Manager (CEM), as conferred by the International Association of Emergency Managers.

Actively engaged in professional development, Ms. Harshman was in FEMA's first cohort of the National Emergency Management Executive Academy. Ms. Harshman is an active leader in the International Association of Emergency Managers, serving as Chair of the Conference Committee, Chair of the Leadership Symposium, Chair of the Membership & Marketing Committee, President of IAEM-USA Region 9 (California, Arizona, Nevada, Hawaii, and Pacific Territories), Second Vice President of IAEM-USA, First Vice President of IAEM-USA, and now proud to be serving as President of IAEM-USA.

EPC Support Team

Name: Israel Estrada, CEM
Education: Master of Science – Emergency Management
Israel Estrada, CEM is an independent contractor serving as the Lead Hazard Research and Plan Writing Analyst. He is responsible for hazard and demographic research, writing, technical services, graphics, and data analysis. Israel has worked for several years as a local emergency manager producing a range of plans, training, and exercises. Israel is a Certified Emergency Manager as conferred by the International Association of Emergency Managers. He is soon to complete FEMA's Master Exercise Practitioner Program and FEMA's Planning Practitioner Program. Israel's first work with EPC was in 2019.

Name: Alex L. Fritzler
Education: Bachelor of Arts – Business Administration

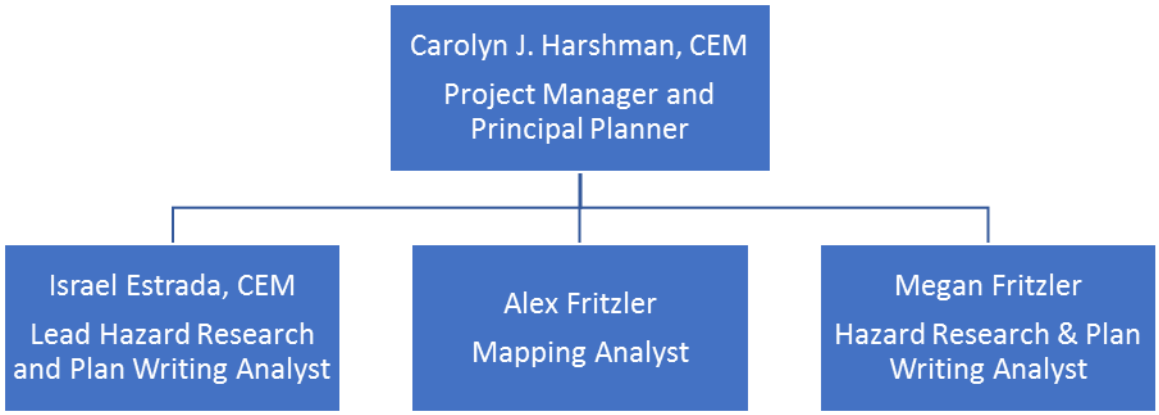
Alex Fritzler is a part-time EPC contractor serving as the Mapping Analyst. He is responsible for hazard and demographic research, writing, technical services, graphics, data analysis, mapping services, and HAZUS. Alex has assisted with the preparation of more than

thirty local government hazard mitigation plans and HAZUS projects since joining EPC in 2010.

Name: Megan R. Fritzler
Education: Bachelor of Arts – Liberal Studies

Megan Fritzler is a part-time EPC contractor serving as the Hazard Research and Plan Writing Analyst. She is responsible for hazard and demographic research and writing in support of hazard mitigation plans. Since 2018, Megan has assisted with the preparation of ten local government hazard mitigation plans including two multi-jurisdictional plans now in the FEMA review phase: Los Angeles County Metropolitan Transportation Authority (Metro) and Sonoma County Office of Education.

Organizational Chart



Cost Proposal

The Cost Proposal is based on the following classifications, names, and hourly rates:

Project Manager and Principal Planner: Carolyn J. Harshman ($250/hr)
Lead Hazard Research and Plan Writing Analyst: Israel Estrada ($150/hr)
Mapping Analyst: Alex Fritzler ($100/hr)
Hazard Research and Plan Writing Analyst: Megan Fritzler ($100/hr)

COST PROPOSAL					
Task	**Harshman Hours/Cost**	**Estrada Hours/Cost**	**A. Fritzler Hours/Cost**	**M. Fritzler Hours/Cost**	**Total Cost**
Planning and Organization					
Writing Drafts and Final Plan	60/$15,000	40/$6,000			$21,000
Steering Committee Meeting Preparation and Delivery (4 total)	32/$8,000				$8,000
Community Outreach Strategy and Delivery	4/$1,000				$1,000
Incorporate Public and External Agency Input to Second Draft Plan	4/$1,000				$1,000
Submit Third Draft Plan to Cal OES/FEMA. Complete Mandated Revisions.	8/$2,000				$2,000
Post and Conduct City Council Meeting to Adopt the Final Draft Plan (includes staff report, resolution, PowerPoint presentation materials)	4/$1,000				$1,000
Risk Assessment					
Conduct Risk Assessment and Capability Assessment (includes hazard-specific maps)		40/$6,000		50/$5,000	$11,000
Prepare HAZUS (includes maps and reports)			50/$5,000		$5,000
Hazard Mitigation Strategy					
Develop Mitigation Actions for Ongoing City Projects (included in Planning Process - Steering Committee meetings)					
Develop Mitigation Actions for Future City Projects (included in Planning Process - Steering Committee meetings)					
Task D: Hazard Mitigation Plan Maintenance Process					
Prepare Plan Maintenance Chapter defining Monitoring, Evaluating and Updating the Plan (included under Planning Process - Plan Writing)					
Total					**$50,000.00**

EXHIBIT B

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. 22-5762

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA PUENTE, CALIFORNIA, AMENDING THE ADOPTED OPERATING BUDGET FOR FISCAL YEAR 2022/2023

WHEREAS, on May 16, 2022, the City Council approved and adopted the Fiscal Year ("FY") 2022-23 operating budget; and

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

WHEREAS, the City has received a grant from the Southern California Gas Company in the amount of $50.000.00 for preparation of the City's Hazard Mitigation Plan.

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 2022-2023 is hereby amended to increase the appropriation of revenue in County Grants (100-45120) by $50,000.00. Furthermore, the Operating Budget is hereby amended to include an increase in expenditure appropriations of $50,000.00 in the account number 100-3300-53111 (Planning/Zoning Services – Contract Services – Private).

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 15th day of November 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: November 15, 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 TOWO ENTERPRISE INC. FOR IMPROVEMENTS AT EIGHT CROSSWALK LOCATIONS, FEDERAL PROJECT NO. HSIPL-5331(021), IN THE AMOUNT OF $1,042,198

BACKGROUND

In December 2016, the City was awarded $783,600 in federal grant funds through the 8th Cycle of the Federal Highway Safety Improvement Program ("HSIP") to improve pedestrian safety at eight (8) high-pedestrian crosswalk locations located near schools ("Project"). The City subsequently received final approval for expenditure of the grant funding.

DISCUSSION

On July 26, 2022, the City Council authorized the Improvements at Eight Crosswalk Locations project to be advertised for formal bid. The Engineer's estimate for construction was $920,000.

The Project consists of crosswalk improvements at eight locations that include the installation of rectangular rapid flashing beacons, curb extensions, advanced pavement markings, warning signs, high-visibility crosswalks and ADA compliant access ramps. These improvements will help enhance pedestrian safety by improving the visibility of the pedestrian crossings and reducing the distance for pedestrians to cross the street.

The eight crosswalk locations that will be improved include the following:

- Glendora Avenue at Sierra Vista Court
- Orange Avenue at Homeward Street
- Unruh Avenue at Giordano Street
- Central Avenue at Albert Street
- Del Valle Avenue at Loukelton Street
- Workman Street at 1st Street
- Main Street at 5th Street
- Main Street at Bluebonnet Street

The bid opening was conducted on October 6, 2022. The City received a total of seven (7) bids for the project. The results of the bids are as follows:

TOWO Enterprise, Inc.	$1,042,198.00
FS Contractors, Inc.	$1,162,645.00
Addison-Miller, Inc.	$1,399,988.00
Onyx Paving Co., Inc.	$1,551,000.00
Excel Paving Co.	$1,574,399.00
CT&T Concrete Paving, Inc.	$1,777,955.00
Leonida Builders, Inc	Withdrew Bid

In a letter dated October 10, 2022 sent to the City's Development Services Director via email, Leonida Builders, Inc. withdrew its bid due to a significant clerical error in the total bid amount. A copy of Leonida's letter is provided as Attachment C. After the process of verifying the contractor's bid submittal, references were contacted for TOWO Enterprise Inc. References confirmed that the contractor's prior work was completed satisfactorily. TOWO Enterprise Inc. has been determined to be the lowest responsible bidder for the project.

Based on the scope of work and 110 calendar days allotted to procure materials, the Project should take approximately fifty (50) working days to complete after the date the contractor is issued the notice to proceed.

FISCAL IMPACT

This project is included in the Fiscal Year 2022-23 Capital Improvement Budget in the amount of $903,000, with $786,000 appropriated from HSIP funds and $117,000 appropriated from Measure M funds. The bid schedule for Project totals $1,042,198. With a 10 percent (10%) project contingency of $104,220, the total construction project budget is $1,146,418. The associated cost for contract administration and inspection is estimated to be $137,000 which brings the total project cost to $1,283,418.00. Additional Measure M and R funds in the amount of $190,300 respectively, are available to fully fund the total project costs.

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 TOWO Enterprise Inc. in the amount of $1,042,198; (2) authorize the City Manager to execute the Agreement and approve change orders up to 10% of the original bid amount; and (3) adopt Resolution No. 22-5763 amending the Fiscal Year 2022/23 Capital Budget.

ATTACHMENTS

Attachment "A": Agreement
Attachment "B": Resolution No. 22-5763
Attachment "C": Leonida Bid Withdrawal Letter

CITY OF LA PUENTE

CONTRACT AGREEMENT
FOR

IMPROVEMENTS AT EIGHT CROSSWALK LOCATIONS
FEDERAL PROJECT NO. HSIPL-5331(021)

IN THE CITY OF LA PUENTE

This contract agreement is made and entered into for the above-stated project this 9th day of November, 2022, by and between the City of La Puente, as AGENCY and TOWO Enterprise 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 including the attached Caltrans Exhibit 12-G Required Federal-Aid Contract Language and Davis-Bacon Wage Determination; 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:

Insurance Coverage Requirements	Limit Requirements
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 _____, 20___.

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

IMPROVEMENTS AT EIGHT CROSSWALK LOCATIONS
FEDERAL PROJECT NO. HSIPL-5331(021)

IN THE CITY OF LA PUENTE

KNOW ALL MEN BY THESE PRESENTS that TOWO Enterprise 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 One Million Forty-Two Thousand One Hundred Ninety-Eight Dollars ($1,042,198.00), 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

IMPROVEMENTS AT EIGHT CROSSWALK LOCATIONS
FEDERAL PROJECT NO. HSIPL-5331(021)

IN THE CITY OF LA PUENTE

KNOW ALL MEN BY THESE PRESENTS that TOWO Enterprise 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 One Million Forty-Two Thousand One Hundred Ninety-Eight Dollars ($1,042,198.00), 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.

EXHIBIT 12-G REQUIRED FEDERAL-AID CONTRACT LANGUAGE

(For Local Assistance Construction Projects)

The following language must be incorporated into all Local Assistance Federal-aid construction contracts. The following language, with minor edits, was taken from the Code of Federal Regulations.

MAINTAIN RECORDS AND SUBMIT REPORTS DOCUMENTING YOUR PERFORMANCE UNDER THIS SECTION

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1. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

The contractor, subrecipient, or subcontractor shall take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, the Agency shows a contract goal for DBEs. The prime contractor shall make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.

The prime contractor shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate good faith efforts to meet this goal.

It is the prime contractor's responsibility to verify at date of bid opening that the DBE firm is certified as a DBE by using the California Unified Certification Program (CUCP) database and possesses the most specific available North American Industry Classification System (NAICS) codes and work code applicable to the type of work the firm will perform on the contract. Additionally, the prime contractor is responsible to document the verification record by printing out the CUCP data for each DBE firm. A list of DBEs certified by the CUCP can be found at https://dot.ca.gov/programs/civil-rights/dbe-search.

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal.

Credit for materials or supplies the prime contractor purchases from DBEs counts toward the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are obtained from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

The prime contractor receives credit toward the goal if they employ a DBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55(d)(1) as follows:

- The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
- The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
- The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
- The DBE may lease trucks without drivers from a non-DBE truck leasing company. If the DBE leases trucks from a non-DBE truck leasing company and uses its own employees as drivers, it is entitled to credit for the total value of these hauling services.
- A lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

A. Nondiscrimination Statement

The contractor, subrecipient, or subcontractor will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the Local Agency components of the DBE Program Plan, the contractor, subrecipient, or subcontractor will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

B. Contract Assurance

Under 49 CFR 26.13(b):

The contractor, subrecipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible.

C. Prompt Progress Payment

The prime contractor or subcontractor shall pay to any subcontractor, not later than **seven days** after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed the contractor on account of the work performed by the subcontractors, to the extent of each subcontractor's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from the prime contractor or subcontractor to a subcontractor, the prime contractor or subcontractor may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subcontractor, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subcontractors.

D. Prompt Payment of Withheld Funds to Subcontractors

The Agency may hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the Agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The Agency shall designate one of the methods below in the contract to ensure prompt and full payment of any retainage kept by the prime contractor or subcontractor to a subcontractor. The Agency shall include either Method 1, Method 2, or Method 3 below and delete the other two.

Method 1: No retainage will be held by the Agency from progress payments due to the prime contractor. Prime contractors and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Method 2: No retainage will be held by the Agency from progress payments due to the prime contractor. Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor within seven (7) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Method 3: The Agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the Agency, of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within seven (7) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the Agency. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Any violation of these provisions of Prompt Progress Payment and Prompt Payment of Withheld Funds to Subcontractors shall subject the violating prime contractor or subcontractor to the penalties, sanctions, and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontractor performance, or noncompliance by a subcontractor.

E. Termination and Substitution of DBE Subcontractors

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains the Agency's written consent. The prime contractor shall not terminate or substitute a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without prior written authorization from the Agency. Unless the Agency's prior written consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 15-G Construction Contract DBE Commitment form, included in the Bid.

The Agency authorizes a request to use other forces or sources of materials if the bidder shows any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The Local Agency stipulated that a bond is a condition of executing the subcontract, and the listed DBE fails to meet the Local Agency's bond requirements.
3. Work requires a contractor's license, and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent.
8. Listed DBE voluntarily withdraws with written notice from the Contract.
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. The Agency determines other documented good cause.

The prime contractor shall notify the original DBE of the intent to use other forces or material sources and provide the reasons, allowing the DBE 5 days to respond to the notice and advise the prime contractor and the Agency of the reasons why the use of other forces or sources of materials should not occur.

The prime contractor's request to use other forces or material sources must include:

1. One or more of the reasons listed in the preceding paragraph.
2. Notices from the prime contractor to the DBE regarding the request.
3. Notices from the DBEs to the prime contractor regarding the request.

If the Agency authorizes the termination or substitution of a listed DBE, the prime contractor must make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must: (1) perform at least the same amount of work as the original DBE under the contract to the extent needed to meet or exceed the DBE goal; and (2) be certified as a DBE with the most specific available NAICS codes and work codes applicable to the type of work the DBE will perform on the contract at the time of the prime contractor's request for substitution. The prime contractor shall submit their documentation of good faith efforts within 7 days of their request for authorization of the substitution. The Agency may authorize a 7-day extension of this submittal period at the prime contractor's request. More guidance can be found at 49 CFR 29 App. A regarding evaluation of good faith efforts to meet the DBE goal.

F. Commitment and Utilization

Note: In the Agency's reports of DBE participation to Caltrans, the Agency must display both commitments and attainments.

The Agency's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

The bidder shall submit the Exhibit 15-G Construction Contract DBE Commitment, included in the Bid book. This exhibit is the bidder's DBE commitment form. If the form is not submitted with the bid, the bidder must remove the form from the Bid book before submitting their bid.

The bidder shall complete and sign Exhibit 15-G Construction Contract DBE Commitment included in the contract documents regardless of whether DBE participation is reported. The bidder shall provide written confirmation from each DBE that the DBE is participating in the Contract. A copy of a DBE's quote serves as written confirmation. If a DBE is participating as a joint venture partner, the bidder shall submit a copy of the joint venture agreement.

If the DBE Commitment form, Exhibit 15-G, is not submitted with the bid, it must be completed and submitted by all bidders to the Agency within five (5) days of bid opening. If the bidder does not submit the DBE Commitment form within the specified time, the Agency will find the bidder's bid nonresponsive.

The prime contractor shall use each DBE subcontractor as listed on Exhibit 12-B Bidder's List of Subcontractors (DBE and Non-DBE) and Exhibit 15-G Construction Contract DBE Commitment form unless they receive authorization for a substitution.

The Agency shall request the prime contractor to:

1. Notify the Resident Engineer or Inspector of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
    - Name and business address of each 1st-tier subcontractor
    - Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
    - Date of payment and total amount paid to each business (see Exhibit 9-F Monthly Disadvantaged Business Enterprise Payment)

If the prime contractor is a DBE contractor, they shall include the date of work performed by their own forces and the corresponding value of the work.

Before the 15th of each month, the prime contractor shall submit a Monthly DBE Trucking Verification (LAPM Exhibit 16-Z1) form.

If a DBE is decertified before completing its work, the DBE must notify the prime contractor in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify the prime contractor in writing of the certification date. The prime contractor shall submit the notifications. Upon

work completion, the prime contractor shall complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form and submit the form within 30 days of contract acceptance.

Upon work completion, the prime contractor shall complete Exhibit 17-F Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it within 90 days of contract acceptance. The Agency will withhold $10,000 until the form is submitted. The Agency releases the withhold upon submission of the completed form.

G. DBE Running Tally of Attainments

After submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant shall complete and email the Exhibit 9-F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to the Agency.

2. **BID OPENING** The Agency publicly opens and reads bids at the time and place shown on the Notice to Contractors.

3. **BID RIGGING** The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is (800) 424-9071. The service is available 24 hours 7 days a week and is confidential and anonymous. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.

4. **CONTRACT AWARD** If the Agency awards the contract, the award is made to the lowest responsible and responsive bidder.

5. **CONTRACTOR LICENSE** The Contractor must be properly licensed as a contractor from contract award through contract acceptance (Public Contract Code § 10164).

6. **CHANGED CONDITIONS**

A. Differing Site Conditions

1. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.
2. Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.
4. No contract adjustment will be allowed under this clause for any effects caused on unchanged work. (This provision may be omitted by the Local Agency, at their option.)

B. Suspensions of Work Ordered by the Engineer

1. If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.

2. Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.
4. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

C. Significant Changes in the Character of Work

1. The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.
2. If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.
3. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.
4. The term "significant change" shall be construed to apply only to the following circumstances:
   - When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
   - When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

7. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES

The Contractor shall begin work within 15 calendar days after the issuance of the Notice to Proceed.

This work shall be diligently prosecuted to completion before the expiration of WORKING DAYS after the date shown on the Notice to Proceed.

The Contractor shall pay to the City of the sum of $ per day, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above.

8. BUY AMERICA

Furnish steel and iron materials to be incorporated into the work with certificates of compliance and certified mill test reports. Mill test reports must indicate where the steel and iron were melted and manufactured. Steel and iron materials must be produced in the U.S. except:

1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials [60 Fed Reg 15478 (03/24/1995)];
2. If the total combined cost of the materials does not exceed the greater of 0.1 percent of the total bid or $2,500, materials produced outside the U.S. may be used.

Production includes:

1. Processing steel and iron materials, including smelting or other processes that alter the physical form or shape (such as rolling, extruding, machining, bending, grinding, and drilling) or chemical composition;
2. Coating application, including epoxy coating, galvanizing, and painting, that protects or enhances the value of steel and iron materials.

9. QUALITY ASSURANCE

The Local Agency uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract. The Local Agency may examine the records and reports of tests the prime contractor performs if they are available at the job site. Schedule work to allow time for QAP.

10. PROMPT PAYMENT FROM THE AGENCY TO THE CONTRACTORS

The Agency shall make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from a contractor on a construction contract. If the Agency fails to pay promptly, the Agency shall pay interest to the contractor, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied. Upon receipt of a payment request, the Agency shall act in accordance with both of the following:

1. Each payment request shall be reviewed by the Agency as soon as practicable after receipt for the purpose of determining that it is a proper payment request.
2. Any payment request determined not to be a proper payment request suitable for payment shall be returned to the contractor as soon as practicable, but not later than seven (7) days after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

11. FORM FHWA-1273 REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONTRACTS

(Excluding ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS)

[The following 13 pages must be physically inserted into the contract without modification.]

FHWA-1273 -- Revised July 5, 2022

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Non-segregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
XI. Certification Regarding Use of Contract Funds for Lobbying
XII. Use of United States-Flag Vessels

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower-tier subcontracts (excluding purchase orders, rental agreements, and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement, or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor, or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts, and in lower-tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements, and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor, or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposal documents; however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts, and lower-tier subcontracts (excluding purchase orders, rental agreements, and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment, or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d *et seq.*), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60 and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d *et seq.*), and related regulations including 49 CFR Parts 21, 26, and 27 and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (*see* 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60, and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.*) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age, or disability. Such action shall include employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment, and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (*i.e.*, apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials, and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include but is not limited to:

(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendices A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NON-SEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the nationally significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract, shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside, in a separate account, assets for the meeting of obligations under the plan or program.

2. Withholding (29 CFR 5.5)

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records (29 CFR 5.5)

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individually identifying number for each employee (*e.g.*, the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Website. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or

subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency, or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees (29 CFR 5.5)

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the

corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower-tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility (29 CFR 5.5)

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required y the clause set forth in paragraph 1 of this section. 29 CFR 5.5.

* $27 as of January 23, 2019 (*see* 84 FR 213-01, 218) as may be adjusted annually by the Department of Labor; pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990).

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section. 29 CFR 5.5.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section. 29 CFR 5.5.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization. 23 CFR 635.116.

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower-tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions (based on longstanding interpretation):

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;
(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance, and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph 1 of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned, or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph 1 is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 636.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices, and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous, or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance

with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report, or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916 (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of $150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.326.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.326.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts, or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200. CFR 180.220 and 1200.220.

1. Instructions for Certification – First-Tier Participants:

a. By signing and submitting this proposal, the prospective first-tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first-tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first-tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause or default. 2 CFR 180.325.

d. The prospective first-tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first-tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First-Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower-Tier Covered Transactions" refers to any covered transaction under a First-Tier Covered Transaction (such as subcontracts). "First-Tier Participant" refers to the participant

who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower-Tier Participant" refers to any participant who has entered into a covered transaction with a First-Tier Participant or other Lower-Tier Participant (such as subcontractors and suppliers).

f. The prospective first-tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first-tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower-Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300, 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower-tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower-tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First-Tier Participants:

a. The prospective first-tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800;

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default. 2 CFR 180.335(d);

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification – Lower-Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower-tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower-tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower-tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated, may pursue available remedies, including suspension and/or debarment.

c. The prospective lower-tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower-tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is

submitted for assistance in obtaining a copy of those regulations. "First-Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower-Tier Covered Transactions" refers to any covered transaction under a First-Tier Covered Transaction (such as subcontracts). "First-Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower-Tier Participant" refers to any participant who has entered into a covered transaction with a First-Tier Participant or other Lower-Tier Participant (such as subcontractors and suppliers).

e. The prospective lower-tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower-tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower-Tier Covered Transaction," without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower-tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower-tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower-Tier Participants:

1. The prospective lower-tier participant certifies, by submission of this proposal, that neither it nor its principals:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(b) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(c) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

2. Where the prospective lower-tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification shall be included in all lower-tier

subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contacts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA-funded contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR_620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills-of-lading, certified onboard, dated, with rates and charges. These bills-of-lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor.) 46 CFR 381.7.

ATTACHMENT A – EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)

This provision is applicable all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph 1.c. shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph 4 below.

2. The subcontractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics, and other employees required to perform the contract work; (b) the number of employees required in each classification; (c) the date on which the participant estimates such employees will be required; and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph 1.c. above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

12. FEMALE AND MINORITY GOALS

To comply with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts," the following are for female and minority utilization goals for Federal-aid construction contracts and subcontracts that exceed $10,000:

The nationwide goal for female utilization is 6.9 percent.

The goals for minority utilization [45 Fed Reg 65984 (10/3/1980)] are as follows:

MINORITY UTILIZATION GOALS

Economic Area		Goal (Percent)
174	Redding CA: Non-SMSA (Standard Metropolitan Statistical Area) Counties: CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama	6.8
175	Eureka, CA Non-SMSA Counties: CA Del Norte; CA Humboldt; CA Trinity	6.6
176	San Francisco-Oakland-San Jose, CA: SMSA Counties: 7120 Salinas-Seaside-Monterey, CA CA Monterey 7360 San Francisco-Oakland CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo 7400 San Jose, CA CA Santa Clara, CA 7485 Santa Cruz, CA CA Santa Cruz 7500 Santa Rosa CA Sonoma 8720 Vallejo-Fairfield-Napa, CA CA Napa; CA Solano Non-SMSA Counties: CA Lake; CA Mendocino; CA San Benito	28.9 25.6 19.6 14.9 9.1 17.1 23.2
177	Sacramento, CA: SMSA Counties: 6920 Sacramento, CA CA Placer; CA Sacramento; CA Yolo Non-SMSA Counties CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba	16.1 14.3
178	Stockton-Modesto, CA: SMSA Counties: 5170 Modesto, CA CA Stanislaus 8120 Stockton, CA CA San Joaquin Non-SMSA Counties CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne	12.3 24.3 19.8
179	Fresno-Bakersfield, CA SMSA Counties: 0680 Bakersfield, CA CA Kern 2840 Fresno, CA CA Fresno Non-SMSA Counties: CA Kings; CA Madera; CA Tulare	19.1 26.1 23.6

180	Los Angeles, CA: SMSA Counties: 0360 Anaheim-Santa Ana-Garden Grove, CA CA Orange 4480 Los Angeles-Long Beach, CA CA Los Angeles 6000 Oxnard-Simi Valley-Ventura, CA CA Ventura 6780 Riverside-San Bernardino-Ontario, CA CA Riverside; CA San Bernardino 7480 Santa Barbara-Santa Maria-Lompoc, CA CA Santa Barbara Non-SMSA Counties CA Inyo; CA Mono; CA San Luis Obispo	11.9 28.3 21.5 19.0 19.7 24.6
181	San Diego, CA: SMSA Counties 7320 San Diego, CA CA San Diego Non-SMSA Counties CA Imperial	16.9 18.2

For the last full week of July during which work is performed under the contract, the prime contractor and each non-material-supplier subcontractor with a subcontract of $10,000 or more must complete Form FHWA PR-1391 (Appendix C to 23 CFR 230). Submit the forms by August 15.

13. TITLE VI ASSURANCES

The U.S. Department of Transportation Order No. 1050.2A requires all federal-aid Department of Transportation contracts between an agency and a contractor to contain Appendix A and Appendix E. *(Appendix B is required only if the contract impacts deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein. Appendices C and D are required only if the contract impacts deeds, licenses, leases, permits, or similar instruments entered into by the recipient.)*

APPENDIX A

During the performance of this Agreement, the contractor, for itself, its assignees, and successors in interest (hereinafter collectively referred to as CONTRACTOR) agrees as follows:

a. Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

b. Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

d. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the California

Department of Transportation or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the California Department of Transportation or the FHWA as appropriate and shall set forth what efforts CONTRACTOR has made to obtain the information.

e. Sanctions for Noncompliance: In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this agreement, the California Department of Transportation shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

   i. withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or

   ii. cancellation, termination or suspension of the Agreement, in whole or in part.

f. Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the California Department of Transportation or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONTRACTOR may request the California Department of Transportation enter into such litigation to protect the interests of the State, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B
CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the recipient will accept title to the lands and maintain the project constructed thereon in accordance with Title 23 U.S.C., the regulations for the administration of the preceding statute, and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the recipient, its successors and assigns. The recipient, in consideration of the conveyance of said lands and interest in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the recipient will use the lands and interests in lands and interest in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the

event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said lands, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C
CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the recipient pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D
CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the recipient pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest ,and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishings of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.) in the event of breach of any of the above of the above Non-discrimination covenants, the recipient will have the right to terminate the (license, permits, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the recipient will thereupon revert to and vest in and become the absolute property of the recipient and its assigns.

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination of the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

14. USE OF UNITED STATES-FLAG VESSELS (CARGO PREFERENCE ACT)

The CONTRACTOR agrees-

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carries, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
2. To Furnish within 20 days following the date of loading for shipments originating within the United State or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
3. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

15. FEDERAL TRAINEE PROGRAM (to be used when applicable)

For the Federal training program, the number of trainees or apprentices is 0.

This section applies if a number of trainees or apprentices is specified in the special provisions.

As part of the prime contractor's equal opportunity affirmative action program, provide on-the-job training to develop full journeymen in the types of trades or job classifications involved.

The prime contractor has primary responsibility for meeting this training requirement.

If the prime contractor subcontracts a contract part, they shall determine how many trainees or apprentices are to be trained by the subcontractor. Include these training requirements in each subcontract.

Where feasible, 25 percent of apprentices or trainees in each occupation must be in their 1st year of apprenticeship or training.

Distribute the number of apprentices or trainees among the work classifications on the basis of the prime contractor's needs and the availability of journeymen in the various classifications within a reasonable recruitment area.

Before starting work, the prime contractor shall submit to the City:

1. Number of apprentices or trainees to be trained for each classification
2. Training program to be used
3. Training starting date for each classification

The prime contractor shall obtain approval from the City for this submitted information before the prime contractor starts work. The City credits the prime contractor for each apprentice or trainee the prime contractor employs on the job who is currently enrolled or becomes enrolled in an approved program.

The primary objective of this section is to train and upgrade minorities and women toward journeymen status. The prime contractor shall make every effort to enroll minority and women apprentices or trainees, such as conducting systematic and direct recruitment through public and private sources likely to yield minority and women apprentices or trainees, to the extent they are available within a reasonable recruitment area and show that they have made the efforts. In making these efforts, the prime contractor shall not discriminate against any applicant for training.

The prime contractor shall not employ as an apprentice or trainee an employee:

1. In any classification in which the employee has successfully completed a training course leading to journeyman status or in which the employee has been employed as a journeyman
2. Who is not registered in a program approved by the US Department of Labor, Bureau of Apprenticeship and Training

The prime contractor shall ask the employee if the employee has successfully completed a training course leading to journeyman status or has been employed as a journeyman. The prime contractor's records must show the employee's answers to the questions.

In the training program, the prime contractor shall establish the minimum length and training type for each classification. The City and FHWA approve a program if one of the following is met:

1. It is calculated to:
   - Meet equal employment opportunity responsibilities
   - Qualify the average apprentice or trainee for journeyman status in the classification involved by the end of the training period
2. It is registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, and it is administered in a way consistent with the equal employment responsibilities of Federal-aid highway construction contracts

The prime contractor shall obtain the State's approval for their training program before they start work involving the classification covered by the program.

The prime contractor shall provide training in the construction crafts, not in clerk-typist or secretarial-type positions. Training is allowed in lower level management positions such as office engineers, estimators, and timekeepers if the training is oriented toward construction applications. Training is allowed in the laborer classification if significant and meaningful training is provided and approved by the division office. Off-site training is allowed if the training is an integral part of an approved training program and does not make up a significant part of the overall training.

The City reimburses the prime contractor 80 cents per hour of training given an employee on this contract under an approved training program:

1. For on-site training
2. For off-site training if the apprentice or trainee is currently employed on a Federal-aid project and the prime contractor does at least one of the following:
   - Contribute to the cost of the training
   - Provide the instruction to the apprentice or trainee
   - Pay the apprentice's or trainee's wages during the off-site training period
3. If the prime contractor complies with this section.

Each apprentice or trainee must:

1. Begin training on the project as soon as feasible after the start of work involving the apprentice's or trainee's skill
2. Remain on the project as long as training opportunities exist in the apprentice's or trainee's work classification or until the apprentice or trainee has completed the training program

The prime contractor shall furnish the apprentice or trainee with a copy of the program with which the prime contractor will comply in providing the training.

16. PROHIBITION OF CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT AND SERVICES

In response to significant national security concerns, the agency shall check the prohibited vendor list before making any telecommunications and video surveillance purchase because recipients and subrecipients of federal funds are prohibited from obligating or expending loan or grant funds to:

- Procure or obtain;
- Extend or renew a contract to procure or obtain; or
- Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

The prohibited vendors (and their subsidiaries or affiliates) are:

- Huawei Technologies Company;
- ZTE Corporation;
- Hytera Communications Corporation;

- Hangzhou Hikvision Digital Technology Company;
- Dahua Technology Company; and
- Subsidiaries or affiliates of the above-mentioned companies.

In implementing the prohibition, the agency administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

"General Decision Number: CA20220022 09/02/2022

Superseded General Decision Number: CA20210022

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

County: Los Angeles County in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at https://www.dol.gov/agencies/whd/government-contracts.

Modification Number	Publication Date
0	01/07/2022
1	01/14/2022
2	01/21/2022
3	02/25/2022
4	03/04/2022
5	04/01/2022
6	04/29/2022
7	08/05/2022
8	08/12/2022
9	08/19/2022
10	09/02/2022

ASBE0005-002 09/01/2021

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems)	$ 47.25	24.45
Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls)	$ 32.09	19.66

ASBE0005-004 07/05/2021

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)	$ 22.40	13.07

BOIL0092-003 01/01/2021

	Rates	Fringes
BOILERMAKER	$ 46.03	38.81

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* BRCA0004-007 05/01/2020

	Rates	Fringes
BRICKLAYER; MARBLE SETTER	$ 41.53	19.48

*The wage scale for prevailing wage projects performed in Blythe, China lake, Death Valley, Fort Irwin, Twenty-Nine Palms, Needles and 1-15 corridor (Barstow to the Nevada State Line) will be Three Dollars ($3.00) above the standard San Bernardino/Riverside County hourly wage rate

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BRCA0018-004 06/01/2021

	Rates	Fringes
MARBLE FINISHER	$ 35.90	14.11
TILE FINISHER	$ 30.47	12.52
TILE LAYER	$ 43.09	18.31

BRCA0018-010 09/01/2021

	Rates	Fringes
TERRAZZO FINISHER	$ 35.43	14.10
TERRAZZO WORKER/SETTER	$ 43.61	14.63

CARP0213-001 07/01/2021

	Rates	Fringes
CARPENTER		
(1) Carpenter, Cabinet Installer, Insulation Installer, Hardwood Floor Worker and acoustical installer	$ 51.60	16.28
(2) Millwright	$ 52.10	16.48
(3) Piledrivermen/Derrick Bargeman, Bridge or Dock Carpenter, Heavy Framer, Rock Bargeman or Scowman, Rockslinger, Shingler (Commercial)	$ 51.73	16.28
(4) Pneumatic Nailer, Power Stapler	$ 51.85	16.28
(5) Sawfiler	$ 51.69	16.28
(6) Scaffold Builder	$ 42.80	16.28
(7) Table Power Saw Operator	$ 51.70	16.28

FOOTNOTE: Work of forming in the construction of open cut sewers or storm drains, on operations in which horizontal lagging is used in conjunction with steel H-Beams driven or placed in pre- drilled holes, for that portion of a lagged trench against which concrete is poured, namely, as a substitute for back forms (which work is performed by piledrivers): $0.13 per hour additional.

CARP0213-002 07/01/2021

	Rates	Fringes
Diver		
(1) Wet	$ 834.40	16.28
(2) Standby	$ 445.84	16.28
(3) Tender	$ 437.84	16.28
(4) Assistant Tender	$ 413.84	16.28

Amounts in ""Rates' column are per day

CARP0213-004 07/01/2021

	Rates	Fringes
Drywall		
DRYWALL INSTALLER/LATHER	$ 51.60	16.28

STOCKER/SCRAPPER.....$ 22.16 8.62

CARP0721-001 07/01/2021

	Rates	Fringes
Modular Furniture Installer.....$	21.85	7.15

ELEC0011-004 07/25/2022

	Rates	Fringes
ELECTRICIAN (INSIDE ELECTRICAL WORK)		
Journeyman Electrician.....$	55.05	3%+29.37
ELECTRICIAN (INTELLIGENT TRANSPORTATION SYSTEMS Street Lighting, Traffic Signals, CCTV,and Underground Systems)		
Journeyman Transportation Electrician.....$	55.05	3%+29.37
Technician.....$	41.29	3%+29.37

FOOT NOTE:
CABLE SPLICER & INSTRUMENT PERSON: Recieve 5% additional per hour above Journeyman Electrician basic hourly rate.
TUNNEL WORK: 10% additional per hour.

SCOPE OF WORK - TRANSPORTATION SYSTEMS

ELECTRICIAN:
Installation of street lights and traffic signals,including electrical circuitry, programmable controllers, pedestal-mounted electrical meter enclosures and laying of pre-assembled multi-conductor cable in ducts, layout of electrical systems and communication installation, including proper position of trench depths and radius at duct banks, location for man holes, pull boxes, street lights and traffic signals. Installation of underground ducts for electrical,telephone, cable television and communication systems. Pulling,termination and splicing of traffic signal and street lighting conductors and electrical systems including interconnect,detector loop, fiber optic cable and video/cable.

TECHNICIAN:
Distribution of material at job site, manual excavation and backfill, installation of system conduits and raceways for electrical, telephone, cable television and communication systems. Pulling, terminating and splicing of traffic signal and street lighting conductors and electrical systems including interconnect, detector loop, fiber optic cable and video/data.

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* ELEC0011-005 12/27/2021

COMMUNICATIONS & SYSTEMS WORK (excludes any work on Intelligent Transportation Systems or CCTV highway systems)

	Rates	Fringes
Communications System		

Installer	$ 43.87	3%+15.03
Technician	$ 33.30	3%+27.82

SCOPE OF WORK The work covered shall include the installation, testing, service and maintenance, of the following systems that utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for TV monitoring and surveillance, background foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms and low voltage master clock systems.

A. Communication systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems SCADA (Supervisory control/data acquisition PCM (Pulse code modulation) Inventory control systems Digital data systems Broadband & baseband and carriers Point of sale systems VSAT data systems Data communication systems RF and remote control systems Fiber optic data systems

B. Sound and Voice Transmission/Transference Systems Background-Foreground Music Intercom and Telephone Interconnect Systems Sound and Musical Entertainment Systems Nurse Call Systems Radio Page Systems School Intercom and Sound Systems Burglar Alarm Systems Low-Voltage Master Clock Systems Multi-Media/Multiplex Systems Telephone Systems RF Systems and Antennas and Wave Guide

C. *Fire Alarm Systems-installation, wire pulling and testing.

D. Television and Video Systems Television Monitoring and Surveillance Systems Video Security Systems Video Entertainment Systems Video Educational Systems CATV and CCTV

E. Security Systems, Perimeter Security Systems, Vibration Sensor Systems
Sonar/Infrared Monitoring Equipment, Access Control Systems, Card Access Systems

*Fire Alarm Systems
1. Fire Alarms-In Raceways: Wire and cable pulling in raceways performed at the current electrician wage rate and fringe benefits.
2. Fire Alarms-Open Wire Systems: installed by the Technician.

ELEC1245-001 06/01/2022

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer	$ 64.40	22.58
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead &		

underground distribution line equipment)	$ 50.00	21.30
(3) Groundman	$ 38.23	20.89
(4) Powderman	$ 51.87	18.79

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Day

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ELEV0018-001 01/01/2022

	Rates	Fringes
ELEVATOR MECHANIC	$ 61.34	36.885+a+b

FOOTNOTE:
a. PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.
b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0012-003 07/01/2020

	Rates	Fringes
OPERATOR: Power Equipment (All Other Work)		
GROUP 1	$ 48.25	27.20
GROUP 2	$ 49.03	27.20
GROUP 3	$ 49.32	27.20
GROUP 4	$ 50.81	27.20
GROUP 5	$ 48.96	25.25
GROUP 6	$ 51.03	27.20
GROUP 8	$ 51.14	27.20
GROUP 9	$ 49.29	25.25
GROUP 10	$ 51.26	27.20
GROUP 11	$ 49.41	25.25
GROUP 12	$ 51.43	27.20
GROUP 13	$ 51.53	27.20
GROUP 14	$ 51.56	27.20
GROUP 15	$ 51.64	27.20
GROUP 16	$ 51.76	27.20
GROUP 17	$ 51.93	27.20
GROUP 18	$ 52.03	27.20
GROUP 19	$ 52.14	27.20
GROUP 20	$ 52.26	27.20
GROUP 21	$ 52.43	27.20
GROUP 22	$ 52.53	27.20
GROUP 23	$ 52.64	27.20
GROUP 24	$ 52.76	27.20
GROUP 25	$ 52.93	27.20
OPERATOR: Power Equipment (Cranes, Piledriving & Hoisting)		
GROUP 1	$ 49.60	27.20
GROUP 2	$ 50.38	27.20
GROUP 3	$ 50.67	27.20
GROUP 4	$ 50.81	27.20
GROUP 5	$ 51.03	27.20
GROUP 6	$ 51.14	27.20
GROUP 7	$ 51.26	27.20

GROUP 8	$ 51.43	27.20
GROUP 9	$ 51.60	27.20
GROUP 10	$ 52.60	27.20
GROUP 11	$ 53.60	27.20
GROUP 12	$ 54.60	27.20
GROUP 13	$ 55.60	27.20

OPERATOR: Power Equipment
(Tunnel Work)

GROUP 1	$ 50.10	27.20
GROUP 2	$ 50.88	27.20
GROUP 3	$ 51.17	27.20
GROUP 4	$ 51.31	27.20
GROUP 5	$ 51.53	27.20
GROUP 6	$ 51.64	27.20
GROUP 7	$ 51.76	27.20

PREMIUM PAY:
$3.75 per hour shall be paid on all Power Equipment Operator work on the followng Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton

Workers required to suit up and work in a hazardous material environment: $2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bargeman; Brakeman; Compressor operator; Ditch Witch, with seat or similar type equipment; Elevator operator-inside; Engineer Oiler; Forklift operator (includes loed, lull or similar types under 5 tons; Generator operator; Generator, pump or compressor plant operator; Pump operator; Signalman; Switchman

GROUP 2: Asphalt-rubber plant operator (nurse tank operator); Concrete mixer operator-skip type; Conveyor operator; Fireman; Forklift operator (includes loed, lull or similar types over 5 tons; Hydrostatic pump operator; oiler crusher (asphalt or concrete plant); Petromat laydown machine; PJU side dum jack; Screening and conveyor machine operator (or similar types); Skiploader (wheel type up to 3/4 yd. without attachment); Tar pot fireman; Temporary heating plant operator; Trenching machine oiler

GROUP 3: Asphalt-rubber blend operator; Bobcat or similar type (Skid steer); Equipment greaser (rack); Ford Ferguson (with dragtype attachments); Helicopter radioman (ground); Stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator; Concrete Pump Operator (small portable); Drilling machine operator, small auger types (Texoma super economatic or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway signalman; Hydra-hammer-aero stomper; Micro Tunneling

(above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel Saw/Trencher; Roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

GROUP 5: Equipment Greaser (Grease Truck/Multi Shift).

GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator; Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator; Hydrographic seeder machine operator (straw, pulp or seed), Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginnis internal full slab vibrator, Mechanical berm, curb or gutter(concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar; Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck);

Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self-propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bendng machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity): Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 9: Heavy Duty Repairman

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types-Texoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

GROUP 11: Heavy Duty Repairman - Welder Combination, Welder - Certified.

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe ram or similar with compressor; Mass excavator operator less tha 750 cu. yards; Mechanical finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth- moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self- loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

GROUP 13: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)

GROUP 14: Canal liner operator; Canal trimmer operator; Remote- control earth-moving equipment operator (operating a second piece of equipment: $1.00 per hour additional); Wheel excavator operator (over 750 cu. yds.)

GROUP 15: Rubber-tired earth-moving equipment operator,

operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine-up to and including 25 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck); Tandem tractor operator (operating crawler type tractors in tandem - Quad 9 and similar type)

GROUP 18: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

GROUP 19: Rotex concrete belt operator (or similar types); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds.and up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

GROUP 24: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 25: Concrete pump operator-truck mounted; Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

CRANES, PILEDRIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

GROUP 1: Engineer oiler; Fork lift operator (includes loed, lull or similar types)

GROUP 2: Truck crane oiler

GROUP 3: A-frame or winch truck operator; Ross carrier operator (jobsite)

GROUP 4: Bridge-type unloader and turntable operator; Helicopter hoist operator

GROUP 5: Hydraulic boom truck; Stinger crane (Austin-Western or similar type); Tugger hoist operator (1 drum)

GROUP 6: Bridge crane operator; Cretor crane operator; Hoist operator (Chicago boom and similar type); Lift mobile operator; Lift slab machine operator (Vagtborg and similar types); Material hoist and/or manlift operator; Polar gantry crane operator; Self Climbing scaffold (or similar type); Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator

GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline, clamshell operator (over 5 cu. yds. mrc); Tower crane repair; Tugger hoist operator (3 drum)

GROUP 8: Crane operator (up to and including 25 ton capacity); Crawler transporter operator; Derrick barge operator (up to and including 25 ton capacity); Hoist operator, stiff legs, Guy derrick or similar type (up to and including 25 ton capacity); Shovel, backhoe, dragline, clamshell operator (over 7 cu. yds., M.R.C.)

GROUP 9: Crane operator (over 25 tons and up to and including 50 tons mrc); Derrick barge operator (over 25 tons up to and including 50 tons mrc); Highline cableway operator; Hoist operator, stiff legs, Guy derrick or similar type (over 25 tons up to and including 50 tons mrc); K-crane operator; Polar crane operator; Self erecting tower crane operator maximum lifting capacity ten tons

GROUP 10: Crane operator (over 50 tons and up to and including 100 tons mrc); Derrick barge operator (over 50 tons up to and including 100 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 50 tons up to and including 100 tons mrc), Mobile tower crane operator (over 50 tons, up to and including 100 tons M.R.C.); Tower crane operator and tower gantry

GROUP 11: Crane operator (over 100 tons and up to and

including 200 tons mrc); Derrick barge operator (over 100 tons up to and including 200 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 100 tons up to and including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc)

GROUP 12: Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 tons up to and including 300 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 200 tons, up to and including 300 tons mrc); Mobile tower crane operator (over 200 tons, up to and including 300 tons mrc)

GROUP 13: Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons); Mobile tower crane operator (over 300 tons)

TUNNEL CLASSIFICATIONS

GROUP 1: Skiploader (wheel type up to 3/4 yd. without attachment)

GROUP 2: Power-driven jumbo form setter operator

GROUP 3: Dinkey locomotive or motorperson (up to and including 10 tons)

GROUP 4: Bit sharpener; Equipment greaser (grease truck); Slip form pump operator (power-driven hydraulic lifting device for concrete forms); Tugger hoist operator (1 drum); Tunnel locomotive operator (over 10 and up to and including 30 tons)

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumpcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum); Tunnel locomotive operator (over 30 tons)

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

ENGINEERS ZONES

$1.00 additional per hour for all of IMPERIAL County and the portions of KERN, RIVERSIDE & SAN BERNARDINO Counties as defined below:

That area within the following Boundary: Begin in San Bernardino County, approximately 3 miles NE of the intersection of I-15 and the California State line at that point which is the NW corner of Section 1, T17N,m R14E, San Bernardino Meridian. Continue W in a straight line to that point which is the SW corner of the northwest quarter of Section 6, T27S, R42E, Mt. Diablo Meridian. Continue North to the intersection with the Inyo County Boundary at that point which is the NE corner of the western half of the northern quarter of Section 6, T25S, R42E, MDM. Continue W along the Inyo and San

Bernardino County boundary until the intersection with Kern County, as that point which is the SE corner of Section 34, T24S, R40E, MDM. Continue W along the Inyo and Kern County boundary until the intersection with Tulare County, at that point which is the SW corner of the SE quarter of Section 32, T24S, R37E, MDM. Continue W along the Kern and Tulare County boundary, until that point which is the NW corner of T25S, R32E, MDM. Continue S following R32E lines to the NW corner of T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E, MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue W to SW corner of SE quarter of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, SMB to Riverside County line at the SW corner of T1S, R1E, SBM. Continue E along south boundary of T1s, SBM (Riverside County Line) to SW corner of T1S, R10E, SBM. Continue S along west boundary of R10E, SBM to Imperial County line at the SW corner of T8S, R10E, SBM. Continue W along Imperial and Riverside county line to NW corner of T9S, R9E, SBM. Continue S along the boundary between Imperial and San Diego Counties, along the west edge of R9E, SBM to the south boundary of Imperial County/California state line. Follow the California state line west to Arizona state line, then north to Nevada state line, then continuing NW back to start at the point which is the NW corner of Section 1, T17N, R14E, SBM

$1.00 additional per hour for portions of SAN LUIS OBISPO, KERN, SANTA BARBARA & VENTURA as defined below:

That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S, R16E, Mt. Diablo Meridian. Continue south along the west side of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW corner of T30S, R17E, MDM. Continue S to SW corner of T31S, R17E, MDM. Continue E to SW corner of T31S, R18E, MDM. Continue S along West side of R18E, MDM as it crosses into San Bernardino Meridian numbering area and becomes R30W. Follow the west side of R30W, SBM to the SW corner of T9N, R30W, SBM. Continue E along the south edge of T9N, SBM to the Santa Barbara County and Ventura County boundary at that point whch is the SW corner of Section 34.T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of the SE quarter of Section 32, T7N, R24W, SBM. Continue E along the south edge of T7N, SBM to the SE corner to T7N, R21W, SBM. Continue N along East side of R21W, SBM to Ventura County and Kern County boundary at the NE corner of T8N, R21W. Continue W along the Ventura County and Kern County boundary to the SE corner of T9N, R21W. Continue North along the East edge of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of T32S, R21E, MDM. [T12N SBM is a think strip between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

$2.00 additional per hour for INYO and MONO Counties and the Northern portion of SAN BERNARDINO County as defined below:

That area within the following Boundary: Begin at the intersection of the northern boundary of Mono County and the California state line at the point which is the center of Section 17, T10N, R22E, Mt. Diablo Meridian. Continue S then SE along the entire western boundary of Mono County, until it reaches Inyo County at the point which is the NE corner of the Western half of the NW quarter of Section 2, T8S, R29E, MDM. Continue SSE along the entire western boundary of Inyo County, until the intersection with Kern County at the point which is the SW corner of the SE 1/4 of Section 32, T24S, R37E, MDM. Continue E along the Inyo and Kern County boundary until the intersection with San Bernardino County at that point which is the SE corner of section 34, T24S, R40E, MDM. Continue E along the Inyo and San Bernardino County boundary until the point which is the NE corner of the Western half of the NW quarter of Section 6, T25S, R42E, MDM. Continue S to that point which is the SW corner of the NW quarter of Section 6, T27S, R42E, MDM. Continue E in a straight line to the California and Nevada state border at the point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Then continue NW along the state line to the starting point, which is the center of Section 18, T10N, R22E, MDM.

REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

ENGI0012-004 08/01/2020

	Rates	Fringes
OPERATOR: Power Equipment (DREDGING)		
(1) Leverman	$ 56.40	30.00
(2) Dredge dozer	$ 50.43	30.00
(3) Deckmate	$ 50.32	30.00
(4) Winch operator (stern winch on dredge)	$ 49.77	30.00
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand	$ 49.23	30.00
(6) Barge Mate	$ 49.84	30.00

IRON0433-006 07/01/2020

	Rates	Fringes
IRONWORKER		
Fence Erector	$ 34.58	24.81
Ornamental, Reinforcing and Structural	$ 41.00	33.45

PREMIUM PAY:

$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine

Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

LABO0300-001 07/01/2022

	Rates	Fringes
Brick Tender	$ 37.32	23.18

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* LABO0300-003 07/01/2022

	Rates	Fringes
LABORER (TUNNEL)		
GROUP 1	$ 45.68	23.30
GROUP 2	$ 46.00	23.30
GROUP 3	$ 46.46	23.30
GROUP 4	$ 47.15	23.30
LABORER		
GROUP 1	$ 36.39	21.04
GROUP 2	$ 36.94	21.04
GROUP 3	$ 37.49	21.04
GROUP 4	$ 39.04	21.04
GROUP 5	$ 39.39	21.04

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete; Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curbs, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water

pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer(lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellower

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials (""applying"" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Asphalt raker, lute person, ironer, asphalt dump person, and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt- rubber distributor boot person; Laser beam in connection with laborers' work; Oversize concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power; Toxic waste removal

TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Batch plant laborer; Changehouse person; Dump person; Dump person (outside); Swamper (brake person and switch person on tunnel work); Tunnel materials handling

person; Nipper; Pot tender, using mastic or other materials (for example, but not by way of limitation, shotcrete, etc.)

GROUP 2: Chucktender, cabletender; Loading and unloading agitator cars;; Vibrator person, jack hammer, pneumatic tools (except driller); Bull gang mucker, track person; Concrete crew, including rodder and spreader

GROUP 3: Blaster, driller, powder person; Chemical grout jet person; Cherry picker person; Grout gun person; Grout mixer person; Grout pump person; Jackleg miner; Jumbo person; Kemper and other pneumatic concrete placer operator; Miner, tunnel (hand or machine); Nozzle person; Operating of troweling and/or grouting machines; Powder person (primer house); Primer person; Sandblaster; Shotcrete person; Steel form raiser and setter; Timber person, retimber person, wood or steel; Tunnel Concrete finisher

GROUP 4: Diamond driller; Sandblaster; Shaft and raise work

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* LABO0300-005 08/01/2022

	Rates	Fringes
Asbestos Removal Laborer	$ 39.23	23.28

SCOPE OF WORK: Includes site mobilization, initial site cleanup, site preparation, removal of asbestos-containing material and toxic waste, encapsulation, enclosure and disposal of asbestos- containing materials and toxic waste by hand or with equipment or machinery; scaffolding, fabrication of temporary wooden barriers and assembly of decontamination stations.

LABO0345-001 07/01/2022

	Rates	Fringes
LABORER (GUNITE)		
GROUP 1	$ 48.50	21.37
GROUP 2	$ 47.55	21.37
GROUP 3	$ 44.01	21.37

FOOTNOTE: GUNITE PREMIUM PAY: Workers working from a Bosn'n's Chair or suspended from a rope or cable shall receive 40 cents per hour above the foregoing applicable classification rates. Workers doing gunite and/or shotcrete work in a tunnel shall receive 35 cents per hour above the foregoing applicable classification rates, paid on a portal-to-portal basis. Any work performed on, in or above any smoke stack, silo, storage elevator or similar type of structure, when such structure is in excess of 75'-0"" above base level and which work must be performed in whole or in part more than 75'-0"" above base level, that work performed above the 75'-0"" level shall be compensated for at 35 cents per hour above the applicable classification wage rate.

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

LABO1184-001 07/01/2022

	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer	$ 40.69	18.25
(2) Vehicle Operator/Hauler	$ 40.86	18.25
(3) Horizontal Directional Drill Operator	$ 42.71	18.25
(4) Electronic Tracking Locator	$ 44.71	18.25
Laborers: (STRIPING/SLURRY SEAL)		
GROUP 1	$ 41.90	21.32
GROUP 2	$ 43.20	21.32
GROUP 3	$ 45.21	21.32
GROUP 4	$ 46.95	21.32

LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment; equipment repair technician

GROUP 2: Traffic surface abrasive blaster; pot tender - removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and preparation of surface for coatings. Traffic control person: controlling and directing traffic through both conventional and moving lane closures; operation of all related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweeper

GROUP 4: Striper: layout and application of traffic stripes and markings; hot thermo plastic; tape traffic stripes and markings, including traffic control; operation of all related machinery and equipment

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LABO1414-001 08/03/2022

	Rates	Fringes
LABORER		
PLASTER CLEAN-UP LABORER	$ 38.92	23.32
PLASTER TENDER	$ 41.47	23.32

Work on a swing stage scaffold: $1.00 per hour additional.

PAIN0036-001 07/01/2020

	Rates	Fringes
Painters: (Including Lead Abatement)		
(1) Repaint (excludes San Diego County)	$ 29.59	17.12
(2) All Other Work	$ 33.12	17.24

REPAINT of any previously painted structure. Exceptions: work involving the aerospace industry, breweries, commercial recreational facilities, hotels which operate commercial establishments as part of hotel service, and sports facilities.

PAIN0036-006 10/01/2021

	Rates	Fringes
DRYWALL FINISHER/TAPER		
Antelope Valley North of the following Boundary: Kern County Line to Hwy. #5, South on Hwy. #5 to Hwy. N2, East on N2 to Palmdale Blvd., to Hwy. #14, South to Hwy. #18, East to Hwy. #395	$ 39.50	22.92
Remainder of Los Angeles County	$ 43.63	22.92

PAIN0036-015 01/01/2020

	Rates	Fringes
GLAZIER	$ 43.45	23.39

FOOTNOTE: Additional $1.25 per hour for work in a condor, from the third (3rd) floor and up Additional $1.25 per hour for work on the outside of the building from a swing stage or any suspended contrivance, from the ground up

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PAIN1247-002 01/01/2021

	Rates	Fringes
SOFT FLOOR LAYER	$ 38.75	14.03

PLAS0200-009 08/03/2022

	Rates	Fringes
PLASTERER	$ 47.37	19.64

PLAS0500-002 07/01/2020

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 38.50	25.91

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* PLUM0016-001 09/01/2022

	Rates	Fringes
PLUMBER/PIPEFITTER		
Work ONLY on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space	$ 53.51	25.28
Work ONLY on strip malls, light commercial, tenant improvement and remodel work	$ 40.95	23.61
All other work except work on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space and work on strip malls, light commercial, tenant improvement and remodel work	$ 55.18	26.26

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* PLUM0345-001 09/01/2022

	Rates	Fringes
PLUMBER		
Landscape/Irrigation Fitter	$ 38.20	25.65
Sewer & Storm Drain Work	$ 42.29	23.03

ROOF0036-002 08/01/2022

	Rates	Fringes
ROOFER	$ 43.47	19.52

FOOTNOTE: Pitch premium: Work on which employees are exposed to pitch fumes or required to handle pitch, pitch base or pitch impregnated products, or any material containing coal tar pitch, the entire roofing crew shall receive $1.75 per hour ""pitch premium"" pay.

SFCA0669-013 04/01/2022

DOES NOT INCLUDE THE CITY OF POMONA, CATALINA ISLAND, AND THAT PART OF LOS ANGELES COUNTY WITHIN 25 MILES OF THE CITY LIMITS OF LOS ANGELES:

	Rates	Fringes
SPRINKLER FITTER	$ 43.25	26.77

SFCA0709-005 01/01/2021

THE CITY OF POMOMA, CATALINA ISLAND, AND THAT PART OF LOS ANGELES COUNTY WITHIN 25 MILES OF THE CITY LIMITS OF LOS ANGELES:

	Rates	Fringes
SPRINKLER FITTER (Fire).....	$ 48.71	29.15

SHEE0105-002 07/01/2021

LOS ANGELES (South of a straight line between Gorman and Big Pines including Catalina Island)

	Rates	Fringes
SHEET METAL WORKER		
(1) Light Commercial: Work on general sheet metal and heating and AC up to 4000 sq ft.....	$ 30.14	10.74
(2) Modernization : Excluding New Construction - Under 5000 sq. ft. Does not include modification, upgrades, energy management, or conservation improvements of central heating and AC equpment.....	$ 27.47	10.72

SHEE0105-003 01/01/2022

LOS ANGELES (South of a straight line drawn between Gorman and Big Pines)and Catalina Island, INYO, KERN (Northeast part, East of Hwy 395), MONO ORANGE, RIVERSIDE, AND SAN BERNARDINO COUNTIES

	Rates	Fringes
SHEET METAL WORKER		
(1) Commercial - New Construction and Remodel work.....	$ 50.23	29.60
(2) Industrial work including air pollution control systems, noise abatement, hand rails, guard rails, excluding aritechtural sheet metal work, excluding A-C, heating, ventilating systems for human comfort...	$ 48.28	29.46

SHEE0105-004 01/01/2022

KERN (Excluding portion East of Hwy 395) & LOS ANGELES (North of a straight line drawn between Gorman and Big Pines including Cities of Lancaster and Palmdale) COUNTIES

	Rates	Fringes
SHEET METAL WORKER.....	$ 39.08	28.84

TEAM0011-002 07/01/2020

	Rates	Fringes
TRUCK DRIVER		
GROUP 1	$ 32.59	30.59
GROUP 2	$ 32.74	30.59
GROUP 3	$ 32.87	30.59
GROUP 4	$ 33.06	30.59
GROUP 5	$ 33.09	30.59
GROUP 6	$ 33.12	30.59
GROUP 7	$ 33.37	30.59
GROUP 8	$ 33.62	30.59
GROUP 9	$ 33.82	30.59
GROUP 10	$ 34.12	30.59
GROUP 11	$ 34.62	30.59
GROUP 12	$ 35.05	30.59

WORK ON ALL MILITARY BASES:
PREMIUM PAY: $3.00 per hour additional.
[29 palms Marine Base, Camp Roberts, China Lake, Edwards AFB, El Centro Naval Facility, Fort Irwin, Marine Corps Logistics Base at Nebo & Yermo, Mountain Warfare Training Center, Bridgeport, Point Arguello, Point Conception, Vandenberg AFB]

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Truck driver

GROUP 2: Driver of vehicle or combination of vehicles - 2 axles; Traffic control pilot car excluding moving heavy equipment permit load; Truck mounted broom

GROUP 3: Driver of vehicle or combination of vehicles - 3 axles; Boot person; Cement mason distribution truck; Fuel truck driver; Water truck - 2 axle; Dump truck, less than 16 yds. water level; Erosion control driver

GROUP 4: Driver of transit mix truck, under 3 yds.; Dumpcrete truck, less than 6-1/2 yds. water level

GROUP 5: Water truck, 3 or more axles; Truck greaser and tire person ($0.50 additional for tire person); Pipeline and utility working truck driver, including winch truck and plastic fusion, limited to pipeline and utility work; Slurry truck driver

GROUP 6: Transit mix truck, 3 yds. or more; Dumpcrete truck, 6-1/2 yds. water level and over; Vehicle or combination of vehicles - 4 or more axles; Oil spreader truck; Dump truck, 16 yds. to 25 yds. water level

GROUP 7: A Frame, Swedish crane or similar; Forklift driver; Ross carrier driver

GROUP 8: Dump truck, 25 yds. to 49 yds. water level; Truck repair person; Water pull - single engine; Welder

GROUP 9: Truck repair person/welder; Low bed driver, 9 axles or over

GROUP 10: Dump truck - 50 yds. or more water level; Water pull - single engine with attachment

GROUP 11: Water pull - twin engine; Water pull - twin engine with attachments; Winch truck driver - $1.25 additional when operating winch or similar special attachments

GROUP 12: Boom Truck 17K and above

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal

process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

==========

END OF GENERAL DECISIO"

RESOLUTION NO. 22-5763

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA PUENTE, CALIFORNIA, AMENDING THE ADOPTED OPERATING BUDGET AND CAPITAL BUDGET FOR FISCAL YEAR 2022/2023

WHEREAS, on May 16, 2022, the City Council approved and adopted the Fiscal Year ("FY") 2022-23 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 2022-2023 is hereby amended to increase expenditure appropriations in the Measure M Fund (Fund 203) in the amount of $190,300.00 and the Measure R Fund (Fund 205) in the amount of $190,300.00.

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 15th day of November, 2022, by the following vote:

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

_____
Charlie Klinakis, Mayor

ATTEST:

_____
Sheryl Garcia, City Clerk

LEONIDA BUILDERS INC.

15821 Live Oak Springs Canyon Rd
Santa Clarita, CA 91387
Licensed & Insured

TEL: (951)532-7717 FAX: (951)566-4022

LICENSE NO. 896772
DIR No. 1000025666
Classifications: A, B, & C-8

VIA EMAIL- jdimario@lapuente.org

October 10, 2022

City of La Puente
C/O John DMario
15900 Main Street
La Puente CA 91744

Sub: Formal Withdrawal of Bid: Clarification Regarding Clerical Error

Re: City of La Puente – Street Improvements on Various City Streets – Federal Project No. HSIPL-5331(021)

Dear Mr. DiMario

It is with deep regret that Leonida Builders Inc. informs you of our intentions to withdraw our bid submitted in connection to the above-mentioned project. Leonida Builders Inc. submits such withdrawal in strict accordance with the requirements set forth per California Public Contract Code Section 5103:

It has been discovered that a clerical error was made per our bid documents at the time of submission on October 10th, 2022. Leonida Builders Inc. can assure you that the mistake incurred from an error in completing the bid amount section and not due to an error in judgment or to carelessness in inspecting the site of the work, or in reading the plans or specifications.

The clerical error mentioned was made at the time we were completing the dollar amount for bid item nos. 21 through 27. Instead of indicating the lump sum of $18,000.00 for each, we indicated the lump sum of $8,000.00 for each bid item for bid items 21 through 27. Essentially, we incorrectly submitted a bid with a total of Bid Schedule A of $910,450 instead of $980,450.00.

Base on the clerical errors mentioned above, Leonida Builders Inc. submits this letter as a formal withdrawal for the City of La Puente – Street Improvements on Various City Streets – Federal Project No. HSIPL-5331(021). If you should have any additional questions or concerns, please do not hesitate to contact me at our office.

Thank you,

Panagiotis Leonida

Leonida Builders, Inc

ATTACHMENT C

City of La Puente
AGENDA REPORT

To: Mayor and City Council For meeting of: November 15, 2022

From: Bob Lindsey, City Manager

By: John Di Mario, Development Services Director

SUBJECT: CONSIDERATION OF AWARD OF CONSTRUCTION CONTRACT TO NPG CORPORATION FOR COMMUNITY CENTER PARKING LOT IMPROVEMENTS IN THE AMOUNT OF $200,989.00

BACKGROUND

On September 23, 2022, the City issued a notice inviting informal bids for improvements to the parking lot at the Community Center as part of the overall improvements that have been completed at La Puente Park.

The project includes improvements to the parking lot consisting of color stamped concrete, crack seal and seal coat, curb ramps, asphalt paving, bollards, signing and striping, and curb markings.

DISCUSSION

The bid opening took place on October 6, 2022 with the City having received a total of five (5) bids. The results of the bids are as follows:

NPG Corporation	$ 200,989.00
Green Giant Landscape, Inc.	261,555.00
LCR Earthwork & Engineering	282,351.90
Hardy & Harper, Inc.	333,000.00
MLC Constructors, Inc.	417,126.00

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

As the City utilized its informal bidding procedures for public contracts pursuant to Section 2.21.040 of the La Puente Municipal Code and the requirements of the Uniform Public Construction Cost Accounting Act ("Act"), a resolution is necessary to award the bid to NPG Corporation as the bid exceeded the $200,000 threshold as provided for in the Act. The City Attorney has prepared the necessary Resolution which is included as Attachment "A".

Based upon the scope of work for the project, 30 working days have been allocated for the completion of the project. It is anticipated that the project will begin the week of December 5th.

FISCAL IMPACT

The bid schedule for construction of this project totals $200,989.00. With a 10 percent (10%) project contingency of $20,099.00, the total construction project budget is $221,088.00. The associated cost for contract administration and project inspection is estimated to be $30,000 which brings the total project cost to $251,088.00. Funding for this project is available from the Grants Fund through the Specified Grant.

RECOMMENDATION

It is recommended that the City Council: (1) award the contract to NPG Corporation in the amount of $200,989.00; (2) authorize the City Manager to execute the Agreement and approve change orders up to 10% of the original bid amount; and (3) adopt Resolution No. 22-5764.

ATTACHMENTS

Attachment "A": Resolution No. 22-5764
Attachment "B": Agreement

RESOLUTION NO. 22-5764

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA PUENTE APPROVING BID AWARD NO. 22-560 TO NPG CORPORATION IN COMPLIANCE WITH THE UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT AND LA PUENTE MUNICIPAL CODE SECTION 2.21

WHEREAS, the City, pursuant to La Puente Municipal Code Sec**.** 2.21 has adopted the Uniform Public Construction Cost Accounting Act which provides for an Informal Bidding Process (CA. Public Contract Code Section 22000 et seq.,), and;

WHEREAS, it has been proposed that the City of La Puente approve the awarding of Informal Bid No. 22-560 – Community Center Parking Lot Improvements to the lowest responsible bidder, NPG Corporation, and;

WHEREAS, Section 22032 of the Act provides that Public Projects of two hundred thousand or less may be let to contract by the informal procedures set forth in the Act, and;

WHEREAS, the winning bid submitted by NPG Corporation is $200,989.00 (Two Hundred Thousand Nine Hundred and Eighty-Nine Dollars and zero cents), and;

WHEREAS, Section 22034 of the Act provides that a city may award a bid received in excess of $200,000.00 but no greater than Two Hundred Twelve Thousand Five Hundred ($212,500.00) if all bids received are in excess of $200,000.00, the City determines the cost estimate is reasonable and the City adopts a Resolution by four fifths vote to award the Bid to the lowest responsible bidder.

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

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

SECTION 2. The City finds that all bids received exceeded the $200,000.00 amount. The City further finds NPG Corporation to be the lowest responsible bidder and NPG's bid to be a reasonable cost estimate considering the City's Engineer's estimate and the City's own analysis of the bid submittal elements.

SECTION 3. The City hereby approves the awarding of Bid No. 22-560 COMMUNITY CENTER PARKING LOT IMPROVEMENTS to NPG Corporation at the bid figure of $200,989.00. All other terms and conditions contained in the bid documents and bid submittal shall apply.

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 15th day of November 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

CONTRACT AGREEMENT
FOR

COMMUNITY CENTER PARKING LOT IMPROVEMENTS

IN THE CITY OF LA PUENTE

This contract agreement is made and entered into for the above-stated project this 15th day of November, 2022, by and between the City of La Puente, as AGENCY and NPG, 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:

Insurance Coverage Requirements	Limit Requirements
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 _____November, 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

COMMUNITY CENTER PARKING LOT IMPROVEMENTS

IN THE CITY OF LA PUENTE

KNOW ALL MEN BY THESE PRESENTS that NPG, 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 Two Hundred Thousand Nine Hundred Eighty-Nine Dollars ($200,989.00), 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

COMMUNITY CENTER PARKING LOT IMPROVEMENTS

IN THE CITY OF LA PUENTE

KNOW ALL MEN BY THESE PRESENTS that NPG, 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 Two Hundred Thousand Nine Hundred Eighty-Nine Dollars ($200,989.00), 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.

City of La Puente
AGENDA REPORT

To: Mayor and City Council For meeting of: November 15, 2022

From: Bob Lindsey, City Manager

By: Troy Grunklee, CPA, Director of Administrative Services

SUBJECT: CONSIDERATION OF A PROFESSIONAL SERVICES AND LICENSE AGREEMENT WITH SEMPER ANTICUS FOR THE OPERATION AND MANAGEMENT OF AN OPEN-AIR MARKET

BACKGROUND

On September 16, 2014, the City of La Puente ("City") issued a Request for Proposals ("RFP") for the operation and management of a certified farmers' market in the interest of providing fresh food alternatives for the community and providing farmers the opportunity to sell their products locally. Additionally, the City wanted to use the market as an avenue to support local businesses and artisans by providing them with an opportunity to sell their goods and to showcase their businesses. Further, the City desires to use the market to attract people to the downtown area, and to encourage economic activity downtown. It is the City's goal to create a festive community event and social gathering place through the creation of a weekly market.

At its meeting of March 25, 2015, the City Council approved a Professional Services and License Agreement with Semper Anticus for the operation and management of a weekly open-air market. The Agreement expired on March 24, 2016.

At its meeting of October 27, 2015, the City Council approved Resolution No. 15-5245 waiving the business license fee of $127 for the market vendors.

At its meeting of March 1, 2016, the City Council approved Amendment No. 1 to Agreement 15-1179 with the Contractor to continue the operation and management of a weekly open air market. This Agreement is set to terminate on March 24, 2019.

On June 7, 2018, the City Council approved Resolution No. 18-5422, rescinding Resolution No. 15-5245. Resolution No. 18-5422 requires La Puente Live market vendors to pay the business license fee set forth in the City's Code.

At its meeting of February 12, 2019, City Council provided direction to have the City Attorney draft an amendment to the Professional Services and License Agreement No. 15-1179 with Semper Anticus.

At its meeting of March 12, 2019, City Council approved Amendment No. 2 to the Professional Services and License Agreement with Semper Anticus to extend the term of the agreement and revise the scope of services related to a change location of the open-air market.

DISCUSSION

City staff are recommending the approval of a Professional Services and License agreement with Semper Anticus for the operation and management of an open-air market. This new agreement will allow for continued continuity between the City and Semper Anticus and could bring additional opportunities for the City to have additional open-air markets and to make La Puente Live an even better open-air market that includes entertainment for all ages, young and old. Additionally, this agreement provides the City with a five ($5.00) dollar per fully paid retail space paid on a quarterly basis to the City. The term of the agreement is a three-year term with two additional one-year terms.

FISCAL IMPACT

There are no costs directly associated with the approval of this agreement as the Contractor has agreed to pay for the staffing, and the fee for each fully paid retail space.

RECOMMENDATION

It is recommended that the City Council: (1) approve the Professional Services and License Agreement with Semper Anticus; and (2) authorize the City Manager to execute the Amendment on behalf of the City.

ATTACHMENTS

Attachment “A”: Professional Services Agreement

CITY OF LA PUENTE

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of November 15, 2022, between the City of La Puente, a municipal corporation ("City"), and Semper Anticus, a California Corporation ("Contractor"). The City and Contractor are hereinafter collectively referred to as the "Parties".

RECITALS

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

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

1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect for an initial three-year term unless sooner terminated pursuant to the provisions of this Agreement. This Agreement may be extended for two additional one-year terms by mutual written agreement of the parties and approval of the City Manager.

2. SERVICES

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

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

(c) Contractor shall perform all Services in a manner reasonably satisfactory to the City and in a manner in conformance with the standards of quality normally observed by an entity providing an open-air market to a municipal agency.

(d) Contractor shall comply with all applicable federal, state, and local laws, regulations and ordinances in the performance of this Agreement. During the term of this Agreement, Contractor shall not perform any work for another person or entity for whom Contractor was not working on the Effective Date if both (i) such work would require Contractor to abstain from a decision under this Agreement pursuant to a conflict of interest statute or law. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.* Contractor hereby warrants that it is not now,

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

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

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 Contractor, but shall have no authority to modify the Services or the compensation due to Contractor.

4. RIGHT OF ENTRY, FACILITIES AND EQUIPMENT

(a) Contractor shall furnish all equipment necessary for the closure of the streets required pursuant to this Agreement. City may furnish supplemental equipment including barricades, traffic cones, and signage for Contractor's use while performing the Services for the City. In no event shall City be obligated to furnish any City vehicle for conducting the Services or a cellular telephone.

(b) License to Enter the Property. City hereby grants to Contractor an exclusive license (the "**License**") granting permission to enter upon the Property as of the Effective Date of this Agreement for performance of the Services set forth in Exhibit A; provided, that Licensee's use of the Premises shall not interfere with the operation of business activities, if any, then being conducted on the Property. This License shall apply on the days set forth in Section 2 of Exhibit A, and shall commence three hours prior to the time set forth in Section 2 of Exhibit A, and shall terminate two hours after the time set forth in Section 2 of Exhibit A. Prior to any initial entry pursuant to the License, Licensee shall, provide to Licensor proof of insurance as set forth in Exhibit B of this Agreement. Licensee shall not permit any other party, except the duly-authorized representatives, agents, employees and contractors (collectively "**Representatives**") of Licensee, to enter or use the Property during the term of this License, without Licensor's prior written consent, and in all events the sole reason for entry and use of the Property shall be for the performance of the Services set forth in this Agreement.

(c) Maintenance of Premises. Upon termination of the License, Licensee shall repair any damage done to the Property by Licensee or its duly authorized Representatives, and shall restore the Property to its condition as of the Effective Date of this Agreement.

(d) Government Regulations and Other Obligations of Licensee. As a condition precedent to commencement of the Services, if required, Licensee shall obtain at its sole cost and expense all governmental permits and authorizations of whatever nature required, if any ("**Permits**") by any and all governmental authorities having jurisdiction over the Property for Licensee's performance of the Services. Licensor shall use commercially reasonable efforts to cooperate with Licensee and to support any and all applications or request for said Permits submitted by Licensee or on Licensee's behalf. Licensee shall, in all activities undertaken pursuant to this Agreement, comply and cause its Representatives to comply with all federal, state and local laws, statutes, orders, ordinances, rules, regulations, plans, policies and decrees.

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 Contractor at least ninety (90) days prior written notice. Upon receipt of said notice, the Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) The Contractor may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the City at least one hundred and twenty days (120) days prior written notice. Upon receipt of said notice, the Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the Contractor suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(c) In the event this Agreement is terminated pursuant to this Section, the City and/or Contractor shall pay any monies due to the other party for the actual value of the work or obligation performed up to the time of termination, provided that the work performed is of value to the City and/or Contractor. Upon termination of the Agreement pursuant to this Section, the Contractor shall submit an invoice to the City pursuant to Section 5 of this Agreement.

6. OWNERSHIP OF DOCUMENTS

(a) Contractor shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. Contractor shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to the representatives of City or its designees at reasonable times to review such books and records; shall give City the right to

examine and audit said books and records; shall permit City to make transcripts or copies therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

7. RELATIONSHIP OF PARTIES

At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee of City. Neither City nor any of its officers, employees or agents shall have control over the conduct of Contractor, or any of its employees, agents and/or volunteers, except as set forth in this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Contractor, and any of its employees, agents, and subcontractors providing services under this Agreement, shall not qualify for or become entitled to, and hereby agrees to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits. Contractor shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Contractor shall not represent that it, or that any of its employees, agents or volunteers are, is in any manner employees of City.

8. INDEMNIFICATION

(a) Indemnity for professional liability

When the law establishes a professional standard of care for Contractor's Services, to the fullest extent permitted by law, Contractor 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 Contractor, its officers, agents, employees or SubContractors (or any agency or individual that Contractor 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, Contractor shall indemnify, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Contractor or by any individual or agency for which

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

(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, Contractor shall reimburse the City for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters in an amount that is proportionate to the finding of liability against Contractor.

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

9. INSURANCE

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

10. INDEPENDENT CONTRACTOR

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

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

11. LEGAL RESPONSIBILITIES

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

12. UNDUE INFLUENCE

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

13. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

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

14. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

15. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt

showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

If to City:

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

With a copy to:

Olivarez Madruga Law Organization, LLP
500 S. Grand Avenue, 12th Floor
Los Angeles, CA 90071
Tel: (213) 744-0099

If to Contractor:
Semper Anticus, Inc.
P.O. Box 396
San Dimas, CA 91773
Tel: (562) 305-4000

16. ASSIGNMENT

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

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

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

17. GOVERNING LAW/ATTORNEYS' FEES

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

18. ENTIRE AGREEMENT

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

19. SEVERABILITY

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

20. COUNTERPARTS

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

21. CAPTIONS

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

22. WAIVER

The waiver by City or Contractor of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No

term, covenant or condition of this Agreement shall be deemed to have been waived by City or Contractor unless in writing.

23. REMEDIES

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

24. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

"CITY"
City of La Puente

By:_____
Bob Lindsey, City Manager

"CONTRACTOR"
Semper Anticus, Inc.

By:_____

Attest:

By:_____
Sheryl Garcia, City Clerk

Approved as to form:

By:_____
City Attorney

Attachments: Exhibit A Scope of Services
Exhibit B Insurance Requirements

EXHIBIT A

SCOPE OF SERVICES

Contractor shall perform the following services during the Term of the Agreement:

1. Contractor shall conduct a weekly open-air market on Central Avenue between Stimson Avenue and Main Street, extending North onto Stimson Avenue until the driveway of Los Angeles County's Building and Safety Department that is located on Stimson. The described location can be extended or modified pursuant to the needs of the City.

2. The open-air market shall be minimally held on the following days, and during the hours set forth below. Expansion of the open-air market days and hours can be authorized by the City Manager, in writing.
    a. Every Friday, between 6:00 p.m. and 10:00 p.m.

3. Contractor shall sell spaces at the open-air market to individual vendors, who will sell fresh produce, meats and other fresh food, food products and other retail goods, and provide children's activities. Contractor shall require all vendors to maintain and display a Los Angeles County Health Permit, and any other permit required by law.

4. Contractor shall provide City with a list of all vendors who participated, upon request. It is the contractors responsibility to ensure that each participating vendors shall have all proper licensing necessary from the state, county, or city. In addition, the Contractor must always possess proper licensing to conduct the open-air market pursuant to law.

5. Contractor shall maintain the open-air market area in a clean manner, free from any trash, debris or other hazards, and shall provide and maintain a sufficient number of trash and recycling receptacles throughout the open-air market to accommodate the number of vendors and consumers. Said trash bins and recycling containers shall be maintained on an hourly basis. Contractor shall contract with a solid waste enterprise for the removal and disposal of all solid waste and recyclables, in accordance with the provisions of the City's Municipal Code. All trash enclosure areas shall be designed to avoid run off into the storm drain system. The dumping of waste and food byproduct is illegal in storm drains and is prohibited. Outdoor cleaning of food service equipment shall be within each vendor's self-contained unit as approved by the City.

6. Wastewater from vehicle and equipment washing shall not be discharged into the storm drain system.

7. The sale and consumption of alcoholic beverages at the open-air market is solely at the discretion of the City.

8. Contractor shall provide entertainment at all open-air markets. Said entertainment shall include family friendly musical entertainment and must be provided for a minimum of two (2) hours at each open-air market, and are subject to approval by the City prior to performing.

9. Contractor shall provide an adequate number of portable restrooms to comply with public health standard. Contractor shall also provide adequate wash stations, adjacent to the portable restroom facilities.

10. Prior to each open-air market, Contractor shall coordinate and set up all street closures. At the conclusion of each open-air market, Contractor shall remove all barricades, cones and other equipment used for the street closure.

11. At the conclusion of each open-air market, Contractor shall restore the open-air market area to the condition they were in prior to the opening of the open-air market. This shall include, but is not limited to, the removal of all canopies, tents, restrooms, trash and recycling receptacles and trash.

12. Contractor shall not alter the Property without prior City approval. No stakes or other equipment may be attached to City property.

13. Contractor shall have staff on-site to facilitate the operation of each open-air market, to trouble shoot, and manage the individual vendors and entertainment.

14. As requested by the City, Contractor shall submit to the City a report listing estimated attendance at the Markets along with revenue to date and any other information requested by the City.

15. Contractor shall provide the City with a booth, at no cost to the City, at each open-air market.

16. Contractor shall reimburse the City the fully burdened rate for all staff time associated with all open-air markets for a maximum of two (2) staff members and not to exceed a total of five (5) hours per staff per day.

17. Contractor shall pay the City on a quarterly basis $5 per fully paid daily retail space per day to cover costs of utilities.

City shall perform the following during the term of this Agreement:

1. City shall, at no cost to Contractor, supply, and post all necessary signage indicating all street closures for each open-air market, at least 48 hours prior to each open-air market.

2. The City shall notify the Fire Department, the Sheriff's Department and the public transit lines of the street closures.

3. City shall, at no cost to Contractor, post information on its website regarding the open-air market.

4. City shall submit invoices to Contractor semi-annually for the costs of Staff time associated with the open-air markets. Invoices shall be submitted on or about the fifteenth business after the end of the period for costs incurred in the previous period. Payment shall be made within sixty (60) days of receipt of each invoice.

5. City shall provide the Contractor, at no cost to the Contractor, adequate trash boxes, liners, and large trash bins on a weekly basis in order to help encourage a clean and litter free environment.

EXHIBIT B

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

Enforcement of contract provisions (non estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Contractor of non-compliance with any requirement imposes no additional obligations on the 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 Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

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

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

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

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

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

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

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

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

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

City of La Puente
AGENDA REPORT

To: Mayor and City Council For meeting of: November 15, 2022

From: Bob Lindsey, City Manager

By: Troy Grunklee, CPA, Director of Administrative Services

SUBJECT: CONSIDERATION OF APPROVAL OF A PURCHASE ORDER CONTRACT WITH ANTROPY INC. FOR THE PURCHASE OF REPLACEMENT FORTINET SWITCHES & NETWORK SECURITY DEVICES.

BACKGROUND

As part of the City's network security, replacement, and repair, staff has identified failing equipment in the network switches as well as others that have reached the end of their useful life of service. These devices have caused many minor and some major disruptions in service to staff and public services. In addition, staff will be upgrading the complete firewall, network switches, and WIFI system under a single management umbrella. Staff has identified the necessary equipment with regards to common best practices and cyber security/threat management integration.

DISCUSSION

The current switches have been identified as one of the major factors regarding the network traffic issues that are currently a problem for our network. These replacement pieces will not only assist with this problem but will allow a simpler and more coordinated management interface. Both everyday functionality and security can be managed, monitored, and adapted more holistically.

Staff prepared a Request for Bids (see Attachment A) to solicit pricing from any vendors for Fortinet Equipment. The City received pricing from two certified reseller/dealers.

BIDDER TOTAL PRICE

Hypertec $74,617.59

Antropy, Inc. $71.426.06

Based on the quotes received, Antropy is the lowest, responsive bidder. Delivery of the equipment is anticipated to take 4-6 weeks from date of award.

FISCAL IMPACT

The total purchase price for the upgraded equipment, including tax, delivery, is $71.426.06 (Attachment B). In addition to the purchase price of the vehicles, Staff believes an additional $7,500 will be needed to properly setup and install all devices. This work will be done by both staff and a third party once the hardware has been received.

There is sufficient funding in the American Rescue Plan Fund to acquire and install the hardware.

RECOMMENDATION

It is recommended that the City Council: (1) approve a purchase order contract in the amount of $71.426.06 with Antropy, Inc. for the purchase of all new Fortinet hardware plus the additional $7,500 to properly setup and install the devices for a total of $78,926.06; and (2) authorize the City Manager to execute, on behalf of the City, all documents necessary to effectuate this action.

ATTACHMENTS

Attachment “A”: Request for Bid
Attachment “B”: Bid Sheet – Antropy, Inc.

Administrative Services Department
Phone: (626) 855-1500 Fax: (626) 961-4626
Email: AdminSvs@lapuente.org

REQUEST FOR BID #22-001
FortiGate Network Firewall & Switch Hardware

***Closing Date*: November 8, 2022, 2:00 P.M.**

RFB Number:	#22-001
Due Date:	November 8, 2022
Time:	2:00 P.M.
Project:	FortiGate Network Firewall & Switch Hardware

The prospective supplier shall submit a completed bid sheet (Form A) and bidder signature declaration (Form B), to be received no later than 2:00 P.M., Tuesday, November 8, 2022. Both forms must be received by email to AdminSvcs@lapuente.org. Forms may also be mailed to:

City of La Puente
Administrative Services Department
Attn: Troy Grunklee, Director of Administrative Services
15900 E. Main Street
La Puente, CA 91744

CITY OF LA PUENTE
SPECIFICATIONS REQUEST
FOR BID #22-001

2022 La Puente Network Infrastructure Hardware Replacement/Upgrade

Network Hardware

FortiNet FortiGate Firewall		
Model	**QTY**	**Description**
FG-100F-3YR	1	FortiGate 100F with 3YR UTP coverage (or comparable coverage)
FortiNet FortiSwitch		
Model	**QTY**	**Description**
FS-148-E-POE-3YR	9	FortiSwitch 448-E-POE with 3 Yr Support plan
FortiNet FortiSwitch		
Model	**QTY**	**Description**
FS-1024D-3YR	1	FortiSwitch 1024D with 3 Yr Support plan
Transceivers		
Code	**QTY**	**Description**
	4	10 Gbps SFP+ transceivers for the FortiGate to FortiSwitch 1024D.
	18	10 Gbps SFP+ RJ-45 transceivers to connect the FortiSwitch 1024D
	10	10 Gbps SFP+ LR SMF transceivers to connect to the remote switches.

FORM A
BID SHEET
BID NUMBER #22-001

ITEM	QTY	DESCRIPTION	UNIT PRICE	EXTENSION
001	1	Complete Hardware Package (as listed above)		

Subtotal _____

Tax (10%) _____

Disposal Fee _____

Freight _____

Total _____

Warranty: (Be Specific)

_____

_____

Promised Delivery_____working days after award.

Terms Offered_____.

Upon acceptance of this bid the undersigned hereby agrees to furnish and deliver the items as described in the accompanying specifications at the prices stated.

Bidder: _____

Address: _____

By: _____ Title:_____Date:_____
(Signature)

Printed Name: _____

Telephone:_____Fax:_____Email: _____

Exceptions or Clarifications:

_____

_____

FORM B
REQUEST FOR BID
BIDDER SIGNATURE DECLARATION

The undersigned hereby offers and agrees to furnish the goods and services in compliance with all the service level requirements, instructions, specifications, and any amendments contained in this RFB document and any written exceptions in the offer accepted by the City.

This bid is genuine, and not sham or collusive, nor made in the interest or on behalf of any person not herein named; the bidder has not directly or indirectly induced or solicited any other bidder to put in a sham proposal, or any other person, firm or corporation to refrain from submitting a bid; and the bidder has not in any manner sought by collusion to secure for themselves an advantage over any other bidder.

Each bid must be signed on behalf of the bidder by an officer authorized to bind the bidder to the bid. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and I agree to the terms and conditions in this proposal.

_____ _____
Company Name Signature of Authorized Person

_____ _____
Address Printed Name

_____ _____
City State Zip Code Title

_____
Date

The bidder hereby acknowledges receipt of and agrees this submittal is based on the RFB and the following addenda. Failure to indicate receipt of addenda may result in the bidder being rejected as non-responsive.

ADDENDUM #_____DATED_____ ADDENDUM #_____DATED_____

ADDENDUM #_____DATED_____ ADDENDUM #_____DATED_____

(If additional addenda are issued, attach a complete listing of these addenda when submitting this bid.)

No Bid

In order to help us improve our internal processes and become a better customer, if you are not submitting a Bid, please state the reason(s) why and return this page to the City.

_____

_____

The City of La Puente has outlined the requirements herein in as much detail as is currently known. Please provide any exceptions, additional information, or suggestions that will aid in the City's selection process (attachments are acceptable).

The City reserves the right to negotiate terms and specifications/scope of work with the highest ranked competitively priced and qualified proposal. If an agreement cannot be negotiated the City reserves the right to negotiate with any other finalist.

Any evidence of agreement or collusion among Bidders acting illegally to restrain freedom of competition by agreement to propose a fixed price, or otherwise, will render the proposal of such Proposers void.

Bidder shall identify those services (if any) that will be outsourced to a subconsultant or sub-proposer. The prime Proposer will be responsible for verifying the qualifications and validity of all licenses or permits for any outsourced work to subconsultants. The prime Consultant is also responsible for paying its employees and any subconsultants the prime Consultant hires.

This RFB does not obligate the City to accept or contract for any expressed or implied services.

The City reserves the right to request any Bidder submitting a proposal to clarify its proposal or to supply additional material deemed necessary to assist in the selection process.

All submitted proposals and information included therein or attached thereto shall become public record upon contract award.

The City reserves the right to cancel this solicitation at any time.

The City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.

Questions and comments regarding this solicitation must be submitted in writing, either by mail, delivery, facsimile, or email address to:

Mail: City of La Puente
Administrative Services
15900 E. Main Street
La Puente, CA 91744

Delivery: City of La Puente
City Hall
15900 E. Main Street
La Puente, CA 91744

FAX: (626) 961-4626

EMAIL: AdminSvcs@lapuente.org

Any questions relating to this Request for Bid must be received at least one (1) City business day prior to closing date, any questions received after this deadline will not be addressed.
The questioner's company name, address, phone and fax number, and contact person must be included with the questions or comments. All answers, if any, made by the City will be sent in writing to all known proposal holders and posted to the City's website.

Proposers, their representatives, agents or anyone else acting on their behalf are specifically directed NOT to contact any City employee, Commission member, Committee member, Council member, or any other agency employee or associate for any propose related to this entire RFB process other than as directed above. Contact with anyone other than as directed above may be cause for rejection of proposal.

General Bid Conditions

1. All price and notations must be typewritten or written in ink. Erasures are NOT PERMITTED. Mistakes may be crossed out and corrections made adjacent, and must be initialed in ink by person signing quotation.
2. Please bid HEREON your lowest price, best delivery date, cash discount terms, and F.O.B. point for items listed. No charges for transportation, containers, packing, etc, or for any other purpose will be allowed unless so specified in your bid. Bid on each item separately and extend net unit prices.
3. State brand, or make on each item. If quoting an article exactly as specified, the words or equal must be stricken out by the vendor. If quoting on other then the make, model or brand specified, the manufacturers name and the catalog number must be given, or descriptive cutsheet and information attached to the quotation.
4. Any contract awarded as a result of the bid will be subject to the City's usual purchase order instructions, agreements and conditions.
5. All bids/forms must be signed with the firms name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
6. Any and all costs incurred responding to bids/proposals conducting demonstrations or any other related activities, shall be borne by bidder/proposer and the City shall not be liable for any of these costs.
7. Bidder/proposer is liable for all errors or omissions incurred by bidder/proposer in bid/proposal. Bidder/proposer will not be allowed to alter bid/proposal documents after the due date for submission. The City reserves the right to make corrections due to errors identified in bid/proposal by the City or the bidder/proposer. This type of change will be date and time stamped and attached to bid/proposal. All changes must be coordinated in writing with, authorized by and made by the Director of Administrative Services or designated representative.
8. The City reserves the right, as the interest of the City requires, to reject any or all bids/forms, to waive any minor informality in bids/forms received to reject any unapproved alternate bid(s)/forms, and reserves the right to reject the bid/proposal of any bidder/proposer who has previously failed to perform competently in any prior business relationship with the city. The rejection of any or all bids/forms shall not render the City liable for costs or damages.
9. Late bids/forms will not be accepted and shall be returned to the bidder/proposer unopened. Bidder/proposer may withdraw bid/form in writing at any time prior to the specific due date and time. Faxed withdrawals will be accepted. A written request signed by an authorized representative of the bidder/proposer must be submitted to Administrative Services Department. After withdrawing a previously submitted bid/proposal, the bidder/proposer may submit another bid/proposal at any time up to the specified due date and time.
10. The City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.
11. Samples of items, when required, must be furnished free of expense to the City of La Puente; and if not destroyed by tests, will upon request be returned at the vender's expense.
12. The vendors shall hold the City of La Puente, its officers agents, servants and employees, harmless from liability or any nature or kind or account of use of any copyright, or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used under his bid/proposal.
13. Response to this bid will constitute acceptance of all terms and conditions stated within this Request for Bid.

Administrative Services Department
Phone: (626) 855-1500 Fax: (626) 961-4626
Email: AdminSvs@lapuente.org

REQUEST FOR BID #22-001
FortiGate Network Firewall & Switch Hardware

Closing Date: November 8, 2022, 2:00 P.M.

RFB Number:	#22-001
Due Date:	November 8, 2022
Time:	2:00 P.M.
Project:	FortiGate Network Firewall & Switch Hardware

The prospective supplier shall submit a completed bid sheet (Form A) and bidder signature declaration (Form B), to be received no later than 2:00 P.M., Tuesday, November 8, 2022. Both forms must be received by email to AdminSvcs@lapuente.org. Forms may also be mailed to:

City of La Puente
Administrative Services Department
Attn: Troy Grunklee, Director of Administrative Services
15900 E. Main Street
La Puente, CA 91744

CITY OF LA PUENTE
SPECIFICATIONS REQUEST
FOR BID #22-001

2022 La Puente Network Infrastructure Hardware Replacement/Upgrade

Network Hardware

Infrastructure
Description
Provide one (1) firewall, 19 access points, 10 switches to upgrade network. This will include three (3) year extended warranties on all hardware.

FORM A
BID SHEET
BID NUMBER #22-001

ITEM	QTY	DESCRIPTION	UNIT PRICE	EXTENSION
001	1	Complete Hardware Package (as listed above)	$65,869.40	$65,869.40

Subtotal $65,869.40

Tax (10%) $5,536.66

Disposal Fee $0

Freight $20

Total $71,426.06

Warranty: (Be Specific)
There is a three (3) year hardware replacement and support warranty on the firewall, switches, and access points.

Promised Delivery 30 - 365 working days after award.

Terms Offered None.

Upon acceptance of this bid the undersigned hereby agrees to furnish and deliver the items as described in the accompanying specifications at the prices stated.

Bidder: Antropy, Inc.

Address: 10535 Jordan Avenue, Chatsworth, CA 91311

By: Jody Marc Cohn Title: President Date: November 8, 2022
(Signature)

Printed Name: Jody Marc Cohn

Telephone: (818) 330-5166 Fax: Email: jody@antropy.com

Exceptions or Clarifications:
Fortinet is experiencing supply chain issues. Some of the equipment is backordered and the company is giving all of its customers a fulfillment timeline of 30-365 days. We will deliver the equipment as soon as Fortinet makes it available to us.

FORM B REQUEST
FOR BID
BIDDER SIGNATURE DECLARATION

The undersigned hereby offers and agrees to furnish the goods and services in compliance with all the service level requirements, instructions, specifications, and any amendments contained in this RFB document and any written exceptions in the offer accepted by the City.

This bid is genuine, and not sham or collusive, nor made in the interest or on behalf of any person not herein named; the bidder has not directly or indirectly induced or solicited any other bidder to put in a sham proposal, or any other person, firm or corporation to refrain from submitting a bid; and the bidder has not in any manner sought by collusion to secure for themselves an advantage over any other bidder.

Each bid must be signed on behalf of the bidder by an officer authorized to bind the bidder to the bid. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and I agree to the terms and conditions in this proposal.

Antropy, Inc.
Company Name

Jody Marc Cohn
Signature of Authorized Person

10535 Jordan Ave
Address

Jody Marc Cohn
Printed Name

Chatsworth CA 91311
City State Zip Code

President
Title

November 8, 2022
Date

The bidder hereby acknowledges receipt of and agrees this submittal is based on the RFB and the following addenda. Failure to indicate receipt of addenda may result in the bidder being rejected as non-responsive.

ADDENDUM #_____DATED_____ ADDENDUM #_____DATED_____

ADDENDUM #_____DATED_____ ADDENDUM #_____DATED_____

(If additional addenda are issued, attach a complete listing of these addenda when submitting this bid.)

No Bid

In order to help us improve our internal processes and become a better customer, if you are not submitting a Bid, please state the reason(s) why and return this page to the City.

_____

_____

The City of La Puente has outlined the requirements herein in as much detail as is currently known. Please provide any exceptions, additional information, or suggestions that will aid in the City's selection process (attachments are acceptable).

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This RFB does not obligate the City to accept or contract for any expressed or implied services.

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Mail:	City of La Puente Administrative Services 15900 E. Main Street La Puente, CA 91744	Delivery:	City of La Puente City Hall 15900 E. Main Street La Puente, CA 91744	FAX: EMAIL:	(626) 961-4626 AdminSvcs@lapuente.org

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The questioner's company name, address, phone and fax number, and contact person must be included with the questions or comments. All answers, if any, made by the City will be sent in writing to all known proposal holders and posted to the City's website.

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1. All price and notations must be typewritten or written in ink. Erasures are NOT PERMITTED. Mistakes may be crossed out and corrections made adjacent, and must be initialed in ink by person signing quotation.
2. Please bid HEREON your lowest price, best delivery date, cash discount terms, and F.O.B. point for items listed. No charges for transportation, containers, packing, etc, or for any other purpose will be allowed unless so specified in your bid. Bid on each item separately and extend net unit prices.
3. State brand, or make on each item. If quoting an article exactly as specified, the words or equal must be stricken out by the vendor. If quoting on other then the make, model or brand specified, the manufacturers name and the catalog number must be given, or descriptive cutsheet and information attached to the quotation.
4. Any contract awarded as a result of the bid will be subject to the City's usual purchase order instructions, agreements and conditions.
5. All bids/forms must be signed with the firms name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
6. Any and all costs incurred responding to bids/proposals conducting demonstrations or any other related activities, shall be borne by bidder/proposer and the City shall not be liable for any of these costs.
7. Bidder/proposer is liable for all errors or omissions incurred by bidder/proposer in bid/proposal. Bidder/proposer will not be allowed to alter bid/proposal documents after the due date for submission. The City reserves the right to make corrections due to errors identified in bid/proposal by the City or the bidder/proposer. This type of change will be date and time stamped and attached to bid/proposal. All changes must be coordinated in writing with, authorized by and made by the Director of Administrative Services or designated representative.
8. The City reserves the right, as the interest of the City requires, to reject any or all bids/forms, to waive any minor informality in bids/forms received to reject any unapproved alternate bid(s)/forms, and reserves the right to reject the bid/proposal of any bidder/proposer who has previously failed to perform competently in any prior business relationship with the city. The rejection of any or all bids/forms shall not render the City liable for costs or damages.
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10. The City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.
11. Samples of items, when required, must be furnished free of expense to the City of La Puente; and if not destroyed by tests, will upon request be returned at the vender's expense.
12. The vendors shall hold the City of La Puente, its officers agents, servants and employees, harmless from liability or any nature or kind or account of use of any copyright, or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used under his bid/proposal.
13. Response to this bid will constitute acceptance of all terms and conditions stated within this Request for Bid.

City of La Puente
AGENDA REPORT

To: Mayor and City Council For meeting of: November 15, 2022

From: Bob Lindsey, City Manager

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

SUBJECT: CONSIDERATION OF A RESOLUTION APPROVING A MASTER AGREEMENT AND PROGRAM SUPPLEMENT AGREEMENT WITH THE STATE OF CALIFORNIA FOR FEDERAL AID PROJECT NO. HSIPL-5331(021) FOR CONSTRUCTION OF PEDESTRIAN SAFETY IMPROVEMENTS AT EIGHT CROSSWALK LOCATIONS

BACKGROUND

In December 2016, the City was awarded $783,600 in federal grant funds through the 8th Cycle of the Federal Highway Safety Improvement Program ("HSIP") to improve pedestrian safety at eight (8) high-pedestrian crosswalk locations located near schools ("Project"). The City subsequently received final approval for expenditure of the grant funding.

DISCUSSION

The Project consists of crosswalk improvements at eight locations that include the installation of rectangular rapid flashing beacons, curb extensions, advanced pavement markings, warning signs, high-visibility crosswalks and ADA compliant access ramps. These improvements will help enhance pedestrian safety by improving the visibility of the pedestrian crossings and reducing the distance for pedestrians to cross the street.

The eight crosswalk locations that will be improved include the following:

- Glendora Avenue at Sierra Vista Court
- Orange Avenue at Homeward Street
- Unruh Avenue at Giordano Street
- Central Avenue at Albert Street
- Del Valle Avenue at Loukelton Street
- Workman Street at 1st Street
- Main Street at 5th Street
- Main Street at Bluebonnet Street

Attached to this report are Administering Agency-State Agreement ("Master Agreement") No. 07-5331F15 and Program Supplement Agreement ("PSA") No. F014 between Caltrans and the City of La Puente. Although the grant is for federal funds, the HSIP is administered through Caltrans. As such, the City is required to execute a Master Agreement with Caltrans to be

eligible to receive Federal and/or State funding for certain transportation projects. The City is also required to execute a PSA which formalizes the financial responsibilities and provisions for a specific Federal and/or State funded project, and is the contractual basis for the State to reimburse the City for work completed.

One requirement of the HSIP funding is for the City to obtain approval from Caltrans through the PSA before submitting invoices for reimbursement under the grant. Attached to this report is Resolution No. 22-5765 approving the Master Agreement and PSA, and authorizing the City Manager or his designee to execute the Master Agreement and PSA on behalf of the City.

FISCAL IMPACT

No direct fiscal impact related to the approval and execution of these Agreements. The Project is funded through the Fiscal Year 2022-23 Capital Improvement Budget through a combination of federal HSIP grant funds and Measure M and Measure R funds as discussed in Agenda Item D-11.

RECOMMENDATION

It is recommended that the City Council Adopt Resolution No. 22-5765 approving Master Agreement No. 07-5331F15 and Program Supplement Agreement No. F014 for construction of Pedestrian Safety Improvements at Eight Crosswalk Locations and authorizing the City Manager or his designee to execute the Agreements on behalf of the City.

ATTACHMENTS

Attachment “A”: Master Agreement No. 07-5331F15
Attachment “B”: Program Supplement Agreement No. F014
Attachment “C”: Resolution No. 22-5765

MASTER AGREEMENT
ADMINISTERING AGENCY-STATE AGREEMENT FOR
FEDERAL-AID PROJECTS

07	City of La Puente
District	Administering Agency

Agreement No. 07-5331F15

This AGREEMENT, is entered into effective this _____ day of _____, 20 , by and between City of La Puente, hereinafter referred to as "ADMINISTERING AGENCY," and the State of California, acting by and through its Department of Transportation (Caltrans), hereinafter referred to as "STATE", and together referred to as "PARTIES" or individually as a "PARTY."

RECITALS:

1. WHEREAS, the Congress of the United States has enacted the Intermodal Surface Transportation Efficiency Act (ISTEA) of 1991 and subsequent Transportation Authorization Bills to fund transportation programs; and

2. WHEREAS, the Legislature of the State of California has enacted legislation by which certain federal-aid funds may be made available for use on local transportation related projects of public entities qualified to act as recipients of these federal-aid funds in accordance with the intent of federal law; and

3. WHEREAS, before federal funds will be made available for a specific program project, ADMINISTERING AGENCY and STATE are required to enter into an agreement to establish terms and conditions applicable to the ADMINISTERING AGENCY when receiving federal funds for a designated PROJECT facility and to the subsequent operation and maintenance of that completed facility.

NOW, THEREFORE, the PARTIES agree as follows:

ARTICLE I - PROJECT ADMINISTRATION

1. This AGREEMENT shall have no force or effect with respect to any program project unless and until a project-specific "Authorization/Agreement Summary", herein referred to as "E-76" document, is approved by STATE and the Federal Highway Administration (FHWA).

2. The term "PROJECT", as used herein, means that authorized transportation related project and related activities financed in part with federal-aid funds as more fully-described in an "Authorization/ Agreement Summary" or "Amendment/Modification Summary", herein referred to as "E-76" or "E-76 (AMOD)" document authorized by STATE and the Federal Highway Administration (FHWA).

3. The E-76/E-76 (AMOD) shall designate the party responsible for implementing PROJECT, type of work and location of PROJECT.

4. The PROGRAM SUPPLEMENT sets out special covenants as a condition for the ADMINISTERING AGENCY to receive federal-aid funds from/through STATE for designated PROJECT. The PROGRAM SUPPLEMENT shall also show these federal funds that have been initially encumbered for PROJECT along with the matching funds to be provided by ADMINISTERING AGENCY and/or others. Execution of PROGRAM SUPPLEMENT by the PARTIES shall cause ADMINISTERING AGENCY to adopt all of the terms of this AGREEMENT as though fully set forth therein in the PROGRAM SUPPLEMENT. Unless otherwise expressly delegated in a resolution by the governing body of ADMINISTERING AGENCY, and with written concurrence by STATE, the PROGRAM SUPPLEMENT shall be approved and managed by the governing body of ADMINISTERING AGENCY.

5. ADMINISTERING AGENCY agrees to execute and return each project-specific PROGRAM SUPPLEMENT within ninety (90) days of receipt. The PARTIES agree that STATE may suspend future authorizations/obligations and invoice payments for any on-going or future federal-aid project performed by ADMINISTERING AGENCY if any project-specific PROGRAM SUPPLEMENT is not returned within that ninety (90) day period unless otherwise agreed by STATE in writing.

6. ADMINISTERING AGENCY further agrees, as a condition to the release and payment of federal funds encumbered for the PROJECT described in each PROGRAM SUPPLEMENT, to comply with the terms and conditions of this AGREEMENT and all of the agreed-upon Special Covenants or Remarks incorporated within the PROGRAM SUPPLEMENT, and Cooperative/Contribution Agreement where appropriate, defining and identifying the nature of the specific PROJECT.

7. Federal, state and matching funds will not participate in PROJECT work performed in advance of the approval of the E-76 or E-76 (AMOD), unless otherwise stated in the executed project- specific PROGRAM SUPPLEMENT. ADMINISTERING AGENCY agrees that it will only proceed with the work authorized for that specific phase(s) on the project-specific E-76 or E-76 (AMOD). ADMINISTERING AGENCY further agrees to not proceed with future phases of PROJECT prior to receiving an E-76 (AMOD) from STATE for that phase(s) unless no further federal funds are needed or for those future phase(s).

8. That PROJECT or portions thereof, must be included in a federally approved Federal Statewide Transportation Improvement Program (FSTIP) prior to ADMINISTERING AGENCY submitting the "Request for Authorization".

9. ADMINISTERING AGENCY shall conform to all state statutes, regulations and procedures (including those set forth in the Local Assistance Procedures Manual and the Local Assistance Program Guidelines, hereafter collectively referred to as "LOCAL ASSISTANCE PROCEDURES") relating to the federal-aid program, all Title 23 Code of Federal Regulation (CFR) and 2 CFR part 200 federal requirements, and all applicable federal laws, regulations, and policy and procedural or instructional memoranda, unless otherwise specifically waived as designated in the executed project-specific PROGRAM SUPPLEMENT.

10. If PROJECT is not on STATE-owned right of way, PROJECT shall be constructed in accordance with LOCAL ASSISTANCE PROCEDURES that describes minimum statewide design standards for local agency streets and roads. LOCAL ASSISTANCE PROCEDURES for projects off the National Highway System (NHS) allow STATE to accept either the STATE's minimum statewide design standards or the approved geometric design standards of ADMINISTERING AGENCY. Additionally, for projects off the NHS, STATE will accept ADMINISTERING AGENCY- approved standard specifications, standard plans, materials sampling and testing quality assurance programs that meet the conditions described in the then current LOCAL ASSISTANCE PROCEDURES.

11. If PROJECT involves work within or partially within STATE-owned right-of-way, that PROJECT shall also be subject to compliance with the policies, procedures and standards of the STATE Project Development Procedures Manual and Highway Design Manual and, where appropriate, an executed Cooperative Agreement between STATE and ADMINISTERING AGENCY that outlines the PROJECT responsibilities and respective obligations of the PARTIES. ADMINISTERING AGENCY and its contractors shall each obtain an encroachment permit through STATE prior to commencing any work within STATE rights of way or work which affects STATE facilities.

12. When PROJECT is not on the State Highway System but includes work to be performed by a railroad, the contract for such work shall be prepared by ADMINISTERING AGENCY or by STATE, as the PARTIES may hereafter agree. In either event, ADMINISTERING AGENCY shall enter into an agreement with the railroad providing for future maintenance of protective devices or other facilities installed under the contract.

13. If PROJECT is using STATE funds, the Department of General Services, Division of the State Architect, or its designee, shall review the contract PS'&'E for the construction of buildings, structures, sidewalks, curbs and related facilities for accessibility and usability. ADMINISTERING AGENCY shall not award a PROJECT construction contract for these types of improvements until the State Architect has issued written approval stating that the PROJECT plans and specifications comply with the provisions of sections 4450 and 4454 of the California Government Code, if

applicable. Further requirements and guidance are provided in Title 24 of the California Code of Regulations.

14. ADMINISTERING AGENCY will advertise, award and administer PROJECT in accordance with the current LOCAL ASSISTANCE PROCEDURES unless otherwise stated in the executed project-specific PROGRAM SUPPLEMENT.

15. ADMINISTERING AGENCY shall provide or arrange for adequate supervision and inspection of each PROJECT. While consultants may perform supervision and inspection work for PROJECT with a fully qualified and licensed engineer, ADMINISTERING AGENCY shall provide a full-time employee to be in responsible charge of each PROJECT who is not a consultant.

16. ADMINISTERING AGENCY shall submit PROJECT-specific contract award documents to STATE's District Local Assistance Engineer within sixty (60) days after contract award. A copy of the award documents shall also be included with the submittal of the first invoice for a construction contract by ADMINISTERING AGENCY.

17. ADMINISTERING AGENCY shall submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure by ADMINISTERING AGENCY to submit a "Report of Expenditures" within one hundred eighty (180) days of project completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current LOCAL ASSISTANCE PROCEDURES.

18. ADMINISTERING AGENCY shall comply with: (i) section 504 of the Rehabilitation Act of 1973 which prohibits discrimination on the basis of disability in federally assisted programs; (ii) the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination on the basis of disability irrespective of funding; and (iii) all applicable regulations and guidelines issued pursuant to both the Rehabilitation Act and the ADA.

19. The Congress of the United States, the Legislature of the State of California and the Governor of the State of California, each within their respective jurisdictions, have prescribed certain nondiscrimination requirements with respect to contract and other work financed with public funds. ADMINISTERING AGENCY agrees to comply with the requirements of the FAIR EMPLOYMENT PRACTICES ADDENDUM (Exhibit A attached hereto) and the NONDISCRIMINATION ASSURANCES (Exhibit B attached hereto). ADMINISTERING AGENCY further agrees that any agreement entered into by ADMINISTERING AGENCY with a third party for performance of PROJECT-related work shall incorporate Exhibits A and B (with third party's name replacing ADMINISTERING AGENCY) as essential parts of such agreement to be enforced by that third party as verified by ADMINISTERING AGENCY.

ARTICLE II - RIGHTS OF WAY

1. No contract for the construction of a federal-aid PROJECT shall be awarded until all necessary rights of way have been secured. Prior to the advertising for construction of PROJECT, ADMINISTERING AGENCY shall certify and, upon request, shall furnish STATE with evidence that all necessary rights of way are available for construction purposes or will be available by the time of award of the construction contract.

2. ADMINISTERING AGENCY agrees to indemnify and hold STATE harmless from any liability that may result in the event the right of way for a PROJECT, including, but not limited to, being clear as certified or if said right of way is found to contain hazardous materials requiring treatment or removal to remediate in accordance with Federal and State laws. The furnishing of right of way as provided for herein includes, in addition to all real property required for the PROJECT, title free and clear of obstructions and encumbrances affecting PROJECT and the payment, as required by applicable law, of relocation costs and damages to remainder real property not actually taken but injuriously affected by PROJECT. ADMINISTERING AGENCY shall pay, from its own non- matching funds, any costs which arise out of delays to the construction of PROJECT because utility facilities have not been timely removed or relocated, or because rights of way were not available to ADMINISTERING AGENCY for the orderly prosecution of PROJECT work.

3. Subject to STATE approval and such supervision as is required by LOCAL ASSISTANCE PROCEDURES over ADMINISTERING AGENCY's right of way acquisition procedures, ADMINISTERING AGENCY may claim reimbursement from federal funds for expenditures incurred in purchasing only the necessary rights of way needed for the PROJECT after crediting PROJECT with the fair market value of any excess property retained and not disposed of by ADMINISTERING AGENCY.

4. When real property rights are to be acquired by ADMINISTERING AGENCY for a PROJECT, said ADMINISTERING AGENCY must carry out that acquisition in compliance with all applicable State and Federal laws and regulations, in accordance with State procedures as published in State's current LOCAL ASSISTANCE PROCEDURES and STATE's Right-of-Way Manual, subject to STATE oversight to ensure that the completed work is acceptable under the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.

5. Whether or not federal-aid is to be requested for right of way, should ADMINISTERING AGENCY, in acquiring right of way for PROJECT, displace an individual, family, business, farm operation, or non-profit organization, relocation payments and services will be provided as set forth in 49 CFR, Part 24. The public will be adequately informed of the relocation payments and services which will be available, and, to the greatest extent practicable, no person lawfully occupying real property shall be required to move from his/her dwelling or to move his/her

business or farm operation without at least ninety (90) days written notice from ADMINISTERING AGENCY. ADMINISTERING AGENCY will provide STATE with specific assurances, on each portion of the PROJECT, that no person will be displaced until comparable decent, safe and sanitary replacement housing is available within a reasonable period of time prior to displacement, and that ADMINISTERING AGENCY's relocation program is realistic and adequate to provide orderly, timely and efficient relocation of PROJECT-displaced persons as provided in 49 CFR, Part 24.

6. ADMINISTERING AGENCY shall, along with recording the deed or instrument evidencing title in the name of the ADMINISTERING AGENCY or their assignee, also record an Agreement Declaring Restrictive Covenants (ADRC) as a separate document incorporating the assurances included within Exhibits A and B and Appendices A, B, C and D of this AGREEMENT, as appropriate.

ARTICLE III - MAINTENANCE AND MANAGEMENT

1. ADMINISTERING AGENCY will maintain and operate the property acquired, developed, constructed, rehabilitated, or restored by PROJECT for its intended public use until such time as the parties might amend this AGREEMENT to otherwise provide. With the approval of STATE, ADMINISTERING AGENCY or its successors in interest in the PROJECT property may transfer this obligation and responsibility to maintain and operate PROJECT property for that intended public purpose to another public entity.

2. Upon ADMINISTERING AGENCY's acceptance of the completed federal-aid construction contract or upon contractor being relieved of the responsibility for maintaining and protecting PROJECT, ADMINISTERING AGENCY will be responsible for the maintenance, ownership, liability, and the expense thereof, for PROJECT in a manner satisfactory to the authorized representatives of STATE and FHWA and if PROJECT falls within the jurisdictional limits of another Agency or Agencies, it is the duty of ADMINISTERING AGENCY to facilitate a separate maintenance agreement(s) between itself and the other jurisdictional Agency or Agencies providing for the operation, maintenance, ownership and liability of PROJECT. Until those agreements are executed, ADMINISTERING AGENCY will be responsible for all PROJECT operations, maintenance, ownership and liability in a manner satisfactory to the authorized representatives of STATE and FHWA. If, within ninety (90) days after receipt of notice from STATE that a PROJECT, or any portion thereof, is not being properly operated and maintained and ADMINISTERING AGENCY has not satisfactorily remedied the conditions complained of, the approval of future federal-aid projects of ADMINISTERING AGENCY will be withheld until the PROJECT shall have been put in a condition of operation and maintenance satisfactory to STATE and FHWA. The provisions of this section shall not apply to a PROJECT that has been vacated through due process of law with STATE's concurrence.

3. PROJECT and its facilities shall be maintained by an adequate and well-trained staff of engineers and/or such other professionals and technicians as PROJECT reasonably requires. Said operations and maintenance staff may be employees of ADMINISTERING AGENCY, another unit of government, or a contractor under agreement with ADMINISTERING AGENCY. All maintenance will be performed at regular intervals or as required for efficient operation of the complete PROJECT improvements.

ARTICLE IV - FISCAL PROVISIONS

1. All contractual obligations of STATE are subject to the appropriation of resources by the Legislature and the allocation of resources by the California Transportation Commission (CTC).

2. STATE'S financial commitment of federal funds will occur only upon the execution of this AGREEMENT, the authorization of the project-specific E-76 or E-76 (AMOD), the execution of each project-specific PROGRAM SUPPLEMENT, and STATE's approved finance letter.

3. ADMINISTERING AGENCY may submit signed invoices in arrears for reimbursement of participating PROJECT costs on a regular basis once the project-specific PROGRAM SUPPLEMENT has been executed by STATE.

4. ADMINISTERING AGENCY agrees, at a minimum, to submit invoices at least once every six (6) months commencing after the funds are encumbered on either the project-specific PROGRAM SUPPLEMENT or through a project-specific finance letter approved by STATE. STATE reserves the right to suspend future authorizations/obligations, and invoice payments for any on-going or future federal-aid project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six (6) month period.

5. Invoices shall be submitted on ADMINISTERING AGENCY letterhead that includes the address of ADMINISTERING AGENCY and shall be formatted in accordance with LOCAL ASSISTANCE PROCEDURES.

6. ADMINISTERING AGENCY must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.

7. Payments to ADMINISTERING AGENCY can only be released by STATE as reimbursement of actual allowable PROJECT costs already incurred and paid for by ADMINISTERING AGENCY.

8. Indirect Cost Allocation Plans/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to STATE (Caltrans Audits '&' Investigations) for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect costs incurred within each fiscal year being claimed for State and federal reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the Local Assistance Procedural Manual, and the ICAP/ICRP approval procedures established by STATE.

9. Once PROJECT has been awarded, STATE reserves the right to de-obligate any excess federal funds from the construction phase of PROJECT if the contract award amount is less than the obligated amount, as shown on the PROJECT E-76 or E-76

(AMOD).

10. STATE will withhold the greater of either two (2) percent of the total of all federal funds encumbered for each PROGRAM SUPPLEMENT or $40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.

11. The estimated total cost of PROJECT, the amount of federal funds obligated, and the required matching funds may be adjusted by mutual consent of the PARTIES hereto with a finance letter, a detailed estimate, if required, and approved E-76 (AMOD). Federal-aid funding may be increased to cover PROJECT cost increases only if such funds are available and FHWA concurs with that increase.

12. When additional federal-aid funds are not available, ADMINISTERING AGENCY agrees that the payment of federal funds will be limited to the amounts authorized on the PROJECT specific E-76 / E-76 (AMOD) and agrees that any increases in PROJECT costs must be defrayed with ADMINISTERING AGENCY's own funds.

13. ADMINISTERING AGENCY shall use its own non-federal funds to finance the local share of eligible costs and all expenditures or contract items ruled ineligible for financing with federal funds. STATE shall make the determination of ADMINISTERING AGENCY's cost eligibility for federal fund financing of PROJECT costs.

14. ADMINISTERING AGENCY will reimburse STATE for STATE's share of costs for work performed by STATE at the request of ADMINISTERING AGENCY. STATE's costs shall include overhead assessments in accordance with section 8755.1 of the State Administrative Manual.

15. Federal and state funds allocated from the State Transportation Improvement Program (STIP) are subject to the timely use of funds provisions enacted by Senate Bill 45, approved in 1997, and subsequent STIP Guidelines and State procedures approved by the CTC and STATE.

16. Federal funds encumbered for PROJECT are available for liquidation for a period of six (6) years from the beginning of the State fiscal year the funds were appropriated in the State Budget. State funds encumbered for PROJECT are available for liquidation only for six (6) years from the beginning of the State fiscal year the funds were appropriated in the State Budget. Federal or state funds not liquidated within these periods will be reverted unless a Cooperative Work Agreement (CWA) is submitted by ADMINISTERING AGENCY and approved by the California Department of Finance (per Government Code section 16304). The exact date of fund reversion will be reflected in the STATE signed finance letter for PROJECT.

17. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid rank and file STATE employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by ADMINISTERING AGENCY are in excess of DPA rates, ADMINISTERING

AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand within thirty (30) days of such invoice.

18. ADMINISTERING AGENCY agrees to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards.

19. ADMINISTERING AGENCY agrees, and will ensure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items.

20. Every sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A'&'E services), and other applicable STATE and FEDERAL regulations.

21. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 23 CFR, 48 CFR, Chapter 1, Part 31, and other applicable STATE and FEDERAL regulations, are subject to repayment by ADMINISTERING AGENCY to STATE.

22. Should ADMINISTERING AGENCY fail to refund any moneys due upon written demand by STATE as provided hereunder or should ADMINISTERING AGENCY breach this AGREEMENT by failing to complete PROJECT without adequate justification and approval by STATE, then, within thirty 30 days of demand, or within such other period as may be agreed to in writing between the PARTIES, STATE, acting through the State Controller, the State Treasurer, or any other public entity or agency, may withhold or demand a transfer of an amount equal to the amount paid by or owed to STATE from future apportionments, or any other funds due ADMINISTERING AGENCY from the Highway Users Tax Fund or any other sources of funds, and/or may withhold approval of future ADMINISTERING AGENCY federal-aid projects.

23. Should ADMINISTERING AGENCY be declared to be in breach of this AGREEMENT or otherwise in default thereof by STATE, and if ADMINISTERING AGENCY is constituted as a joint powers authority, special district, or any other public entity not directly receiving funds through the State Controller, STATE is authorized to obtain reimbursement from whatever sources of funding are available, including the withholding or transfer of funds, pursuant to Article IV - 22, from those constituent entities comprising a joint powers authority or by bringing of an action against ADMINISTERING AGENCY or its constituent member entities, to recover all funds provided by STATE hereunder.

24. ADMINISTERING AGENCY acknowledges that the signatory party represents the ADMINISTERING AGENCY and further warrants that there is nothing within a Joint Powers Agreement, by which ADMINISTERING AGENCY was created, if any exists, that would restrict or otherwise limit STATE's ability to recover State funds improperly spent by ADMINISTERING AGENCY in contravention of the terms of this AGREEMENT

ARTICLE V
AUDITS, THIRD PARTY CONTRACTING, RECORDS RETENTION AND REPORTS

1. STATE reserves the right to conduct technical and financial audits of PROJECT work and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by paragraph three (3) of ARTICLE V.

2. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices sent to or paid by STATE.

3. ADMINISTERING AGENCY, ADMINISTERING AGENCY's contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above referenced parties shall make such AGREEMENT, PROGRAM SUPPLEMENT and contract materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years from the date of submission of the final expenditure report by the STATE to the FHWA.

4. ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act of 2 CFR 200 if it expends $750,000 or more in Federal Funds in a single fiscal year. The Federal Funds received under a PROGRAM SUPPLEMENT are a part of the Catalogue of Federal Domestic Assistance (CFDA) 20.205.

5. ADMINISTERING AGENCY agrees to include all PROGRAM SUPPLEMENTS adopting the terms of this AGREEMENT in the schedule of projects to be examined in ADMINISTERING AGENCY's annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with 2 CFR, Part 200.

6. ADMINISTERING AGENCY shall not award a non-A'&'E contract over $5,000, construction contract over $10,000, or other contracts over $25,000 (excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f)) on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. Contracts awarded by ADMINISTERING AGENCY, if intended as local match credit, must meet the requirements set forth in this AGREEMENT regarding local match funds.

7. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain provisions 5, 6, 17, 19 and 20 of ARTICLE IV, FISCAL PROVISIONS, and provisions 1, 2, and 3 of this ARTICLE V, AUDITS, THIRD-PARTY CONTRACTING RECORDS RETENTION AND REPORTS.

8. To be eligible for local match credit, ADMINISTERING AGENCY must ensure that local match funds used for a PROJECT meet the fiscal provisions requirements outlined in ARTICLE IV in the same manner as required of all other PROJECT expenditures.

9. In addition to the above, the pre-award requirements of third-party contractor/consultants with ADMINISTERING AGENCY should be consistent with the LOCAL ASSISTANCE PROCEDURES.

ARTICLE VI - FEDERAL LOBBYING ACTIVITIES CERTIFICATION

1. By execution of this AGREEMENT, ADMINISTERING AGENCY certifies, to the best of the signatory officer's knowledge and belief, that:

A. No federal or state appropriated funds have been paid or will be paid, by or on behalf of ADMINISTERING AGENCY, to any person for influencing or attempting to influence an officer or employee of any STATE or federal agency, a member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any STATE or federal contract, including this AGREEMENT, the making of any STATE or federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any STATE or federal contract, grant, loan, or cooperative contract.

B. If any funds other than federal appropriated funds have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with this AGREEMENT, grant, local, or cooperative contract, ADMINISTERING AGENCY shall complete and submit Standard Form-LLL, "Disclosure Form to Rep Lobbying," in accordance with the form instructions.

C. This certification is a material representation of fact upon which reliance was placed when this AGREEMENT and each PROGRAM SUPPLEMENT was or will be made or entered into. Submission of this certification is a prerequisite for making or entering into this AGREEMENT imposed by Section 1352, Title 31, United States Code. Any party who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

2. ADMINISTERING AGENCY also agrees by signing this AGREEMENT that the language of this certification will be included in all lower tier sub-agreements which exceed $100,000 and that all such sub-recipients shall certify and disclose accordingly.

ARTICLE VII - MISCELLANEOUS PROVISIONS

1. ADMINISTERING AGENCY agrees to use all state funds reimbursed hereunder only for transportation purposes that are in conformance with Article XIX of the California State Constitution and the relevant Federal Regulations.

2. This AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the State Legislature or adopted by the CTC that may affect the provisions, terms, or funding of this AGREEMENT in any manner.

3. ADMINISTERING AGENCY and the officers and employees of ADMINISTERING AGENCY, when engaged in the performance of this AGREEMENT, shall act in an independent capacity and not as officers, employees or agents of STATE or the federal government.

4. Each project-specific E-76 or E-76 (AMOD), PROGRAM SUPPLEMENT and Finance Letter shall separately establish the terms and funding limits for each described PROJECT funded under the AGREEMENT. No federal or state funds are obligated against this AGREEMENT.

5. ADMINISTERING AGENCY certifies that neither ADMINISTERING AGENCY nor its principals are suspended or debarred at the time of the execution of this AGREEMENT. ADMINISTERING AGENCY agrees that it will notify STATE immediately in the event a suspension or a debarment occurs after the execution of this AGREEMENT.

6. ADMINISTERING AGENCY warrants, by execution of this AGREEMENT, that no person or selling agency has been employed or retained to solicit or secure this AGREEMENT upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by ADMINISTERING AGENCY for the purpose of securing business. For breach or violation of this warranty, STATE has the right to annul this AGREEMENT without liability, pay only for the value of the work actually performed, or in STATE's discretion, to deduct from the price of consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

7. In accordance with Public Contract Code section 10296, ADMINISTERING AGENCY hereby certifies under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against ADMINISTERING AGENCY within the immediate preceding two (2) year period because of ADMINISTERING AGENCY's failure to comply with an order of a federal court that orders ADMINISTERING AGENCY to comply with an order of the National Labor Relations Board.

8. ADMINISTERING AGENCY shall disclose any financial, business, or other relationship with STATE, FHWA or Federal Transit Administration (FTA) that may have an impact upon the outcome of this AGREEMENT. ADMINISTERING AGENCY shall also list current contractors who may have a financial interest in the outcome of this AGREEMENT.

9. ADMINISTERING AGENCY hereby certifies that it does not have nor shall it acquire any financial or business interest that would conflict with the performance of PROJECT under this AGREEMENT.

10. ADMINISTERING AGENCY warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any STATE employee. For breach or violation of this warranty, STATE shall have the right, in its discretion, to terminate this AGREEMENT without liability, to pay only for the work actually performed, or to deduct from the PROGRAM SUPPLEMENT price or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

11. Any dispute concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by the STATE's Contract Officer who may consider any written or verbal evidence submitted by ADMINISTERING AGENCY. The decision of the Contract Officer, issued in writing, shall be conclusive and binding on the PARTIES on all questions of fact considered and determined by the Contract Officer.

12. Neither the pending of a dispute nor its consideration by the Contract Officer will excuse ADMINISTERING AGENCY from full and timely performance in accordance with the terms of this AGREEMENT.

13. Neither ADMINISTERING AGENCY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE, under or in connection with any work, authority or jurisdiction arising under this AGREEMENT. It is understood and agreed that STATE shall fully defend, indemnify and save harmless the ADMINISTERING AGENCY and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this AGREEMENT.

14. Neither STATE nor any officer or employee thereof shall be responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under, or in connection with, any work, authority or jurisdiction arising under this AGREEMENT. It is understood and agreed that ADMINISTERING AGENCY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under this AGREEMENT.

15. STATE reserves the right to terminate funding for any PROJECT upon written notice to ADMINISTERING AGENCY in the event that ADMINISTERING AGENCY fails to proceed with PROJECT work in accordance with the project-specific PROGRAM SUPPLEMENT, the bonding requirements if applicable, or otherwise violates the conditions of this AGREEMENT and/or PROGRAM SUPPLEMENT, or the funding

allocation such that substantial performance is significantly endangered.

16. No termination shall become effective if, within thirty (30) days after receipt of a Notice of Termination, ADMINISTERING AGENCY either cures the default involved or, if not reasonably susceptible of cure within said thirty (30) day period, ADMINISTERING AGENCY proceeds thereafter to complete the cure in a manner and time line acceptable to STATE. Any such termination shall be accomplished by delivery to ADMINISTERING AGENCY of a Notice of Termination, which notice shall become effective not less than thirty (30) days after receipt, specifying the reason for the termination, the extent to which funding of work under this AGREEMENT is terminated and the date upon which such termination becomes effective, if beyond thirty (30) days after receipt. During the period before the effective termination date, ADMINISTERING AGENCY and STATE shall meet to attempt to resolve any dispute. In the event of such termination, STATE may proceed with the PROJECT work in a manner deemed proper by STATE. If STATE terminates funding for PROJECT with ADMINISTERING AGENCY, STATE shall pay ADMINISTERING AGENCY the sum due ADMINISTERING AGENCY under the PROGRAM SUPPLEMENT and/or STATE approved finance letter prior to termination, provided, however, ADMINISTERING AGENCY is not in default of the terms and conditions of this AGREEMENT or the project-specific PROGRAM SUPPLEMENT and that the cost of PROJECT completion to STATE shall first be deducted from any sum due ADMINISTERING AGENCY.

17. In case of inconsistency or conflicts with the terms of this AGREEMENT and that of a project- specific PROGRAM SUPPLEMENT, the terms stated in that PROGRAM SUPPLEMENT shall prevail over those in this AGREEMENT.

18. Without the written consent of STATE, this AGREEMENT is not assignable by ADMINISTERING AGENCY either in whole or in part.

19. No alteration or variation of the terms of this AGREEMENT shall be valid unless made in writing and signed by the PARTIES, and no oral understanding or agreement not incorporated herein shall be binding on any of the PARTIES.

IN WITNESS WHEREOF, the PARTIES have executed this AGREEMENT by their duly authorized officers.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By_____

_____

Chief, Office of Project Implementation
Division of Local Assistance

Date _____

City of La Puente

By_____

_____

_____
City of La Puente
Representative Name '&' Title
(Authorized Governing Body Representative)

Date _____

EXHIBIT A

FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this Agreement, ADMINISTERING AGENCY will not discriminate against any employee for employment because of race, color, sex, sexual orientation, religion, ancestry or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. ADMINISTERING AGENCY will take affirmative action to ensure that employees are treated during employment without regard to their race, sex, sexual orientation, color, religion, ancestry, or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. ADMINISTERING AGENCY shall post in conspicuous places, available to employees for employment, notices to be provided by STATE setting forth the provisions of this Fair Employment section.

2. ADMINISTERING AGENCY, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 1290-0 et seq.), and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full. Each of the ADMINISTERING AGENCY'S contractors and all subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.

3. ADMINISTERING AGENCY shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this AGREEMENT.

4. ADMINISTERING AGENCY will permit access to the records of employment, employment advertisements, application forms, and other pertinent data and records by STATE, the State Fair Employment and Housing Commission, or any other agency of the State of California designated by STATE, for the purposes of investigation to ascertain compliance with the Fair Employment section of this Agreement.

5. Remedies for Willful Violation:

(a) STATE may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which ADMINISTERING AGENCY was a party, or upon receipt of a written

notice from the Fair Employment and Housing Commission that it has investigated and determined that ADMINISTERING AGENCY has violated the Fair Employment Practices Act and had issued an order under Labor Code Section 1426 which has become final or has obtained an injunction under Labor Code Section 1429.

(b) For willful violation of this Fair Employment Provision, STATE shall have the right to terminate this Agreement either in whole or in part, and any loss or damage sustained by STATE in securing the goods or services thereunder shall be borne and paid for by ADMINISTERING AGENCY and by the surety under the performance bond, if any, and STATE may deduct from any moneys due or thereafter may become due to ADMINISTERING AGENCY, the difference between the price named in the Agreement and the actual cost thereof to STATE to cure ADMINISTERING AGENCY's breach of this Agreement.

EXHIBIT B

NONDISCRIMINATION ASSURANCES

ADMINISTERING AGENCY HEREBY AGREES THAT, as a condition to receiving any federal financial assistance from the STATE, acting for the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the ACT), and all requirements imposed by or pursuant to Title
49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964" (hereinafter referred to as the REGULATIONS), the Federal-aid Highway Act of 1973, and other pertinent directives, to the end that in accordance with the ACT, REGULATIONS, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which ADMINISTERING AGENCY receives federal financial assistance from the Federal Department of Transportation. ADMINISTERING AGENCY HEREBY GIVES ASSURANCE THAT ADMINISTERING AGENCY will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the REGULATIONS.

More specifically, and without limiting the above general assurance, ADMINISTERING AGENCY hereby gives the following specific assurances with respect to its federal-aid Program:

1. That ADMINISTERING AGENCY agrees that each "program" and each "facility" as defined in subsections 21.23 (e) and 21.23 (b) of the REGULATIONS, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the REGULATIONS.

2. That ADMINISTERING AGENCY shall insert the following notification in all solicitations for bids for work or material subject to the REGULATIONS made in connection with the federal-aid Program and, in adapted form, in all proposals for negotiated agreements:

ADMINISTERING AGENCY hereby notifies all bidders that it will affirmatively ensure that in any agreement entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, national origin, religion, age, or disability in consideration for an award.

3. That ADMINISTERING AGENCY shall insert the clauses of Appendix A of this assurance in every agreement subject to the ACT and the REGULATIONS.

4. That the clauses of Appendix B of this Assurance shall be included as a covenant

running with the land, in any deed effecting a transfer of real property, structures, or improvements thereon, or interest therein.

5. That where ADMINISTERING AGENCY receives federal financial assistance to construct a facility, or part of a facility, the Assurance shall extend to the entire facility and facilities operated in connection therewith.

6. That where ADMINISTERING AGENCY receives federal financial assistance in the form, or for the acquisition, of real property or an interest in real property, the Assurance shall extend to rights to space on, over, or under such property.

7. That ADMINISTERING AGENCY shall include the appropriate clauses set forth in Appendix C and D of this Assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the ADMINISTERING AGENCY with other parties:

Appendix C;

(a) for the subsequent transfer of real property acquired or improved under the federal-aid Program ; and

Appendix D;

(b) for the construction or use of or access to space on, over, or under real property acquired, or improved under the federal-aid Program.

8. That this assurance obligates ADMINISTERING AGENCY for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property or real property or interest therein, or structures, or improvements thereon, in which case the assurance obligates ADMINISTERING AGENCY or any transferee for the longer of the following periods:

(a) the period during which the property is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) the period during which ADMINISTERING AGENCY retains ownership or possession of the property.

9. That ADMINISTERING AGENCY shall provide for such methods of administration for the program as are found by the U.S. Secretary of Transportation, or the official to whom he delegates specific authority, to give reasonable guarantee that ADMINISTERING AGENCY, other recipients, sub-grantees, applicants, sub-applicants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed by, or pursuant to, the ACT, the REGULATIONS, this Assurance and the Agreement.

10. That ADMINISTERING AGENCY agrees that the United States and the State of California have a right to seek judicial enforcement with regard to any matter

arising under the ACT, the REGULATIONS, and this Assurance.

11. ADMINISTERING AGENCY shall not discriminate on the basis of race, religion, age, disability, color, national origin or sex in the award and performance of any STATE assisted contract or in the administration on its DBE Program or the requirements of 49 CFR Part 26. ADMINISTERING AGENCY shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in the award and administration of STATE assisted contracts. ADMINISTERING AGENCY'S DBE Implementation Agreement is incorporated by reference in this AGREEMENT. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved DBE Implementation Agreement, STATE may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and/or the Program Fraud Civil Remedies Act of 1985 (31USC 3801 et seq.)

THESE ASSURANCES are given in consideration of and for the purpose of obtaining any and all federal grants, loans, agreements, property, discounts or other federal financial assistance extended after the date hereof to ADMINISTERING AGENCY by STATE, acting for the U.S. Department of Transportation, and is binding on ADMINISTERING AGENCY, other recipients, subgrantees, applicants, sub-applicants, transferees, successors in interest and other participants in the federal-aid Highway Program.

APPENDIX A TO EXHIBIT B

During the performance of this Agreement, ADMINISTERING AGENCY, for itself, its assignees and successors in interest (hereinafter collectively referred to as ADMINISTERING AGENCY) agrees as follows:

(1) Compliance with Regulations: ADMINISTERING AGENCY shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

(2) Nondiscrimination: ADMINISTERING AGENCY, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. ADMINISTERING AGENCY shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the agreement covers a program set forth in Appendix B of the REGULATIONS.

(3) Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by ADMINISTERING AGENCY for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by ADMINISTERING AGENCY of the ADMINISTERING AGENCY's obligations under this Agreement and the REGULATIONS relative to nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: ADMINISTERING AGENCY shall provide all information and reports required by the REGULATIONS, or directives issued pursuant thereto, and shall permit access to ADMINISTERING AGENCY's books, records, accounts, other sources of information, and its facilities as may be determined by STATE or FHWA to be pertinent to ascertain compliance with such REGULATIONS or directives. Where any information required of ADMINISTERING AGENCY is in the exclusive possession of another who fails or refuses to furnish this information, ADMINISTERING AGENCY shall so certify to STATE or the FHWA as appropriate, and shall set forth what efforts ADMINISTERING AGENCY has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of ADMINISTERING AGENCY's noncompliance with the nondiscrimination provisions of this agreement, STATE shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

(a) withholding of payments to ADMINISTERING AGENCY under the Agreement

within a reasonable period of time, not to exceed 90 days; and/or

(b) cancellation, termination or suspension of the Agreement, in whole or in part.

(6) Incorporation of Provisions: ADMINISTERING AGENCY shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. ADMINISTERING AGENCY shall take such action with respect to any sub-agreement or procurement as STATE or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event ADMINISTERING AGENCY becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, ADMINISTERING AGENCY may request STATE enter into such litigation to protect the interests of STATE, and, in addition, ADMINISTERING AGENCY may request the United States to enter into such litigation to protect the interests of the United States.

The following clauses shall be included in any and all deeds effecting or recording the transfer of PROJECT real property, structures or improvements thereon, or interest therein from the United States.

(GRANTING CLAUSE)

NOW, THEREFORE, the U.S. Department of Transportation, as authorized by law, and upon the condition that ADMINISTERING AGENCY will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of federal-aid for Highways and the policies and procedures prescribed by the Federal Highway Administration of the Department of Transportation and, also in accordance with and in compliance with the Regulations pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the ADMINISTERING AGENCY all the right, title, and interest of the U.S. Department of Transportation in, and to, said lands described in Exhibit "A" attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto ADMINISTERING AGENCY and its successors forever, subject, however, to the covenant, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on ADMINISTERING AGENCY, its successors and assigns.

ADMINISTERING AGENCY, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns,

(1) that no person shall on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed (;) (and) *

(2) that ADMINISTERING AGENCY shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended (;) and

(3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the U.S. Department of Transportation shall have a right to re-enter said lands and facilities on said land, and the above-described land and facilities shall thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this deed.*

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil

Rights Act of 1964.

APPENDIX C TO EXHIBIT B

The following clauses shall be included in any and all deeds, licenses, leases, permits, or similar instruments entered into by ADMINISTERING AGENCY, pursuant to the provisions of Assurance 7(a) of Exhibit B.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.), shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to terminate the (license, lease, permit etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to re-enter said land and facilities thereon, and the above- described lands and facilities shall thereupon revert to and vest in and become the absolute property of ADMINISTERING AGENCY and its assigns.

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

APPENDIX D TO EXHIBIT B

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by the ADMINISTERING AGENCY, pursuant to the provisions of Assurance 7 (b) of Exhibit B.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds, and leases add "as a covenant running with the land") that:

(1) no person on the ground of race, color, sex, national origin, religion, age or disability, shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in the use of said facilities;

(2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, national origin, religion, age or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and

(3) that the (grantee, licensee, lessee, permittee, etc.,) shall use the premises in compliance with the Regulations.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to terminate the (license, lease, permit, etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to re-enter said land and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of ADMINISTERING AGENCY, and its assigns.

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* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

PROGRAM SUPPLEMENT NO. F014
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR FEDERAL-AID PROJECTS NO 07-5331F15

Adv. Project ID
0719000271

Date: June 16, 2022
Location: 07-LA-0-LPU
Project Number: HSIPL-5331(021)
E.A. Number:
Locode: 5331

This Program Supplement hereby adopts and incorporates the Administering Agency-State Agreement for Federal Aid which was entered into between the Administering Agency and the State on and is subject to all the terms and conditions thereof. This Program Supplement is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. approved by the Administering Agency on (See copy attached).

The Administering Agency further stipulates that as a condition to the payment by the State of any funds derived from sources noted below obligated to this PROJECT, the Administering Agency accepts and will comply with the special covenants or remarks set forth on the following pages.

PROJECT LOCATION: Eight (8) crosswalk locations throughout the City of La Puente.

TYPE OF WORK: Install RRFBs, curb extensions, advanced pavement markings, warning signs, & high visibility x-walks

LENGTH: 0.0(MILES)

Estimated Cost	Federal Funds		Matching Funds		
	YS30	$783,600.00	LOCAL		OTHER
$964,695.00			$173,345.00		$7,750.00

CITY OF LA PUENTE

By _____

Title _____

Date _____

Attest _____

STATE OF CALIFORNIA
Department of Transportation

By _____

Chief, Office of Project Implementation
Division of Local Assistance

Date _____

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer Jennie Yee **Date** 06/16/2022 $783,600.00

SPECIAL COVENANTS OR REMARKS

1. A. The ADMINISTERING AGENCY will advertise, award and administer this project in accordance with the current published Local Assistance Procedures Manual.

B. ADMINISTERING AGENCY agrees that it will only proceed with work authorized for specific phase(s) with an "Authorization to Proceed" and will not proceed with future phase(s) of this project prior to receiving an "Authorization to Proceed" from the STATE for that phase(s) unless no further State or Federal funds are needed for those future phase(s).

C. STATE and ADMINISTERING AGENCY agree that any additional funds which might be made available by future Federal obligations will be encumbered on this PROJECT by use of a STATE-approved "Authorization to Proceed" and Finance Letter. ADMINISTERING AGENCY agrees that Federal funds available for reimbursement will be limited to the amounts obligated by the Federal Highway Administration.

D. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer within 60 days of project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract.

Failure to do so will cause a delay in the State processing invoices for the construction phase. Attention is directed to Section 15.7 "Award Package" of the Local Assistance Procedures Manual.

E. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the funds are encumbered for each phase by the execution of this Project Program Supplement Agreement, or by STATE's approval of an applicable Finance Letter. STATE reserves the right to suspend future authorizations/obligations for Federal aid projects, or encumbrances for State funded projects, as well as to suspend invoice payments for any on-going or future project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

If no costs have been invoiced for a six-month period, ADMINISTERING AGENCY agrees to submit for each phase a written explanation of the absence of PROJECT activity along with target billing date and target billing amount.

ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current Local Assistance Procedures Manual.

SPECIAL COVENANTS OR REMARKS

F. Administering Agency shall not discriminate on the basis of race, religion, age, disability, color, national origin, or sex in the award and performance of any Federal-assisted contract or in the administration of its DBE Program Implementation Agreement. The Administering Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Federal-assisted contracts. The Administering Agency's DBE Implementation Agreement is incorporated by reference in this Agreement. Implementation of the DBE Implementation Agreement, including but not limited to timely reporting of DBE commitments and utilization, is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Administering Agency of its failure to carry out its DBE Implementation Agreement, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

G. Any State and Federal funds that may have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested by the ADMINISTERING AGENCY and approved by the California Department of Finance.

ADMINISTERING AGENCY should ensure that invoices are submitted to the District Local Assistance Engineer at least 75 days prior to the applicable fund Reversion Date to avoid the lapse of applicable funds. Pursuant to a directive from the State Controller's Office and the Department of Finance; in order for payment to be made, the last date the District Local Assistance Engineer can forward an invoice for payment to the Department's Local Programs Accounting Office for reimbursable work for funds that are going to revert at the end of a particular fiscal year is May 15th of the particular fiscal year. Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement involving applicable funds that is not received by the Department's Local Programs Accounting Office at least 45 days prior to the applicable fixed fund Reversion Date will not be paid. These unexpended funds will be irrevocably reverted by the Department's Division of Accounting on the applicable fund Reversion Date.

H. As a condition for receiving federal-aid highway funds for the PROJECT, the Administering Agency certifies that NO members of the elected board, council, or other key decision makers are on the Federal Government Exclusion List. Exclusions can be found at www.sam.gov.

SPECIAL COVENANTS OR REMARKS

2. A. ADMINISTERING AGENCY shall conform to all State statutes, regulations and procedures (including those set forth in the Local Assistance Procedures Manual and the Local Assistance Program Guidelines, hereafter collectively referred to as "LOCAL ASSISTANCE PROCEDURES") relating to the federal-aid program, all Title 23 Code of Federal Regulation (CFR) and 2 CFR Part 200 federal requirements, and all applicable federal laws, regulations, and policy and procedural or instructional memoranda, unless otherwise specifically waived as designated in the executed project-specific PROGRAM SUPPLEMENT.

B. Invoices shall be formatted in accordance with LOCAL ASSISTANCE PROCEDURES.

C. ADMINISTERING AGENCY must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.

D. Indirect Cost Allocation Plan/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to STATE (Caltrans Audits & Investigations) for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect costs incurred within each fiscal year being claimed for State and federal reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the Local Assistance Procedural Manual, and the ICAP/ICRP approval procedures established by STATE.

E. STATE will withhold the greater of either two (2) percent of the total of all federal funds encumbered for each PROGRAM SUPPLEMENT or $40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.

F. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid rank and file STATE employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by ADMINISTERING AGENCY are in excess of DPA rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand within thirty (30) days of such invoice.

SPECIAL COVENANTS OR REMARKS

G. ADMINISTERING AGENCY agrees to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards.

H. ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items.

I. Every sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), and other applicable STATE and FEDERAL regulations.

J. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 23 CFR, 48 CFR, Chapter 1, Part 31, and other applicable STATE and FEDERAL regulations, are subject to repayment by ADMINISTERING AGENCY to STATE.

K. STATE reserves the right to conduct technical and financial audits of PROJECT WORK and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by the following paragraph:

ADMINISTERING AGENCY, ADMINISTERING AGENCY'S contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above referenced parties shall make such AGREEMENT, PROGRAM SUPPLEMENT, and contract materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years from the date of submission of the final expenditure report by the STATE to the FHWA.

L. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system

SPECIAL COVENANTS OR REMARKS

of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices set to or paid by STATE.

M. ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act of 2 CFR 200 if it expends $750,000 or more in Federal Funds in a single fiscal year of the Catalogue of Federal Domestic Assistance.

N. ADMINISTERING AGENCY agrees to include all PROGRAM SUPPLEMENTS adopting the terms of this AGREEMENT in the schedule of projects to be examined in ADMINISTERING AGENCY's annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with 2 CFR, Part 200.

O. ADMINISTERING AGENCY shall not award a non-A&E contract over $5,000, construction contracts over $10,000, or other contracts over $25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. Contracts awarded by ADMINISTERING AGENCY, if intended as local match credit, must meet the requirements set forth in this AGREEMENT regarding local match funds.

P. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain provisions B, C, F, H, I, K, and L under Section 2 of this agreement.

3. Appendix E of the Title VI Assurances (US DOT Order 1050.2A)

During the performance of this agreement, the ADMINISTERING AGENCY, ADMINISTERING AGENCY'S contractors and subcontractor, (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
C. Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), (prohibits discrimination on the basis of sex);
D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as

SPECIAL COVENANTS OR REMARKS

amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
F. Airport and Airway Improvement Act of 1982, (49 U.S.C. 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or
activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);
H. Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
L. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

RESOLUTION NO. 22-5765

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA PUENTE, CALIFORNIA, APPROVING MASTER AGREEMENT NO. 07-5331F15 AND PROGRAM SUPPLEMENT AGREEMENT NO. F014 FOR FEDERAL AID PROJECT NO. HSIPL-5331(021) FOR IMPROVEMENTS AT EIGHT CROSSWALK LOCATIONS AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE THE AGREEMENTS ON BEHALF OF THE CITY

WHEREAS, the City was awarded federal grant funds through the Highway Safety Improvement Program ("HSIP") for the construction of pedestrian safety improvements at eight crosswalk locations.

WHEREAS, the City is required to execute a Master Agreement to be eligible to receive Federal and/or State funding for certain Transportation Projects, through the California Department of Transportation.

WHEREAS, the City is also required to execute a Program Supplement Agreement which formalizes the financial responsibilities and provisions for a specific Federal and/or State Funded project and is the contractual basis for the State to reimburse the City for work done.

WHEREAS, the City Council desires by resolution to approve Master Agreement No. 07-5331F15 and Program Supplement Agreement No. F014 for Federal Aid Project No. HSIPL-5331(021) for the construction of pedestrian safety improvements at eight crosswalk locations.

WHEREAS, the City Council wishes to delegate authority to execute these agreements and any amendments thereto to the City Manager or his designee.

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. The City Council of the City of La Puente approves the Master Agreement No. 07-5331F15 and Program Supplement Agreement No. F014 for Federal Aid Project No. HSIPL-5331(021) for the construction of pedestrian safety improvements at eight crosswalk locations.

SECTION 3. The City Council authorizes the City Manager or his designee to execute the Master Agreement No. 07-5331F15 and Program Supplement Agreement No. F014 on behalf of the City.

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 15th day of November, 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: November 15, 2022

From: Bob Lindsey, City Manager

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

SUBJECT: PRESENTATION OF SEPTEMBER AND OCTOBER 2022 BUDGET REPORTS

BACKGROUND

The City Council adopted the Fiscal Year 2022-2023 Budget and Capital Improvement Program on May 16, 2022. The attached reports examine fiscal activity taking place during the months of September and October 2022 and includes all funds within the operating budget. The report analyzes year-to-date transactions in comparison to budgeted amounts for the entire fiscal year, expressing each category using a percentage-of-completion methodology. It additionally provides comparisons in activity level to the same time period last fiscal year.

DISCUSSION

September Period

As of the end of September 2022, twenty-five (25) percent of the fiscal year has elapsed.

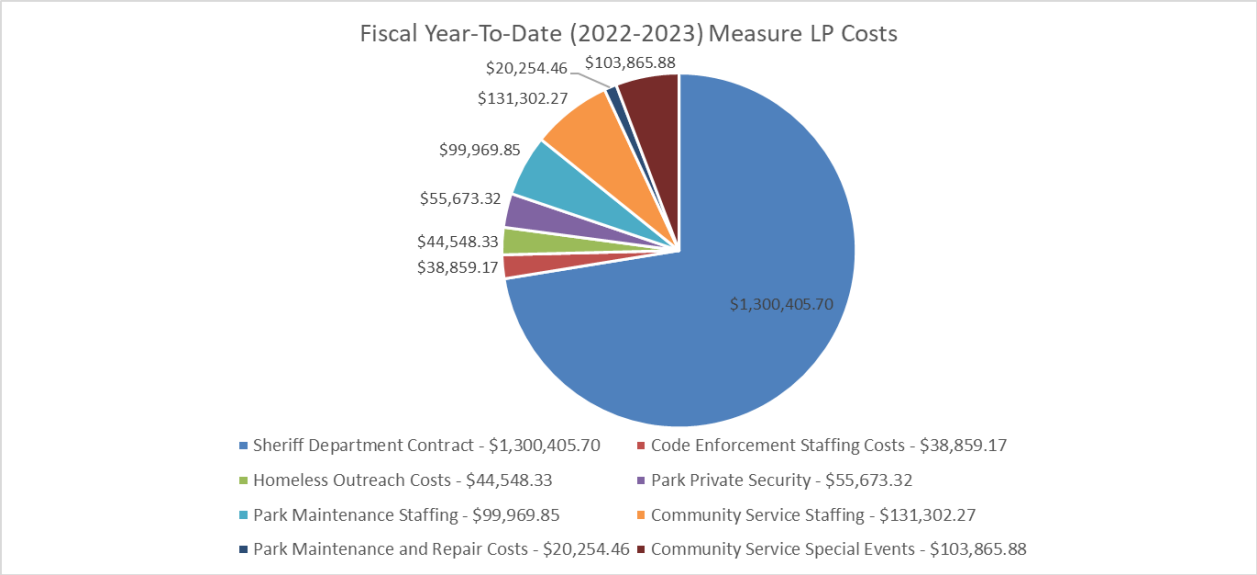
SEPTEMBER REVENUES:

The City received its first remittance of *Sales and Use Tax* and *Measure LP* transactions tax for the fiscal year, in the amounts of $308,707 and $307,430, respectively. This corresponds to about eight (8) percent of budget. Several General Fund revenue accounts are currently outpacing their budget expectations. Strong activity within *Building & Safety Permits,* at 56%, is being driven by permit fees for a new residential development within the city limits. *Recreation Programs* and *Passport Program* display results of 54% and 56% of budgeted revenues, respectively, owing largely to the popularity of the program and the service provided by staff at the La Puente Community Center.

SEPTEMBER EXPENDITURES:

Across all funds, expenditures fiscal year-to-date represent 14.6% of budget, in comparison to 13.1% at this time last year. The figures for the General Fund are 13.2% and 12.0%, respectively.

The City continues to expend revenues from the Measure LP transactions tax exclusively on public safety, street and sidewalk repairs, and community services, as was the intent of the enacting legislation. Fiscal year-to-date, the City has expended approximately $1,794,900 in Measure LP funds. The following chart provides a graphic depiction of how these funds have been utilized to provide critical resources throughout the community.



October Period

As of the end of October 2022, thirty-three (33) percent of the fiscal year has elapsed.

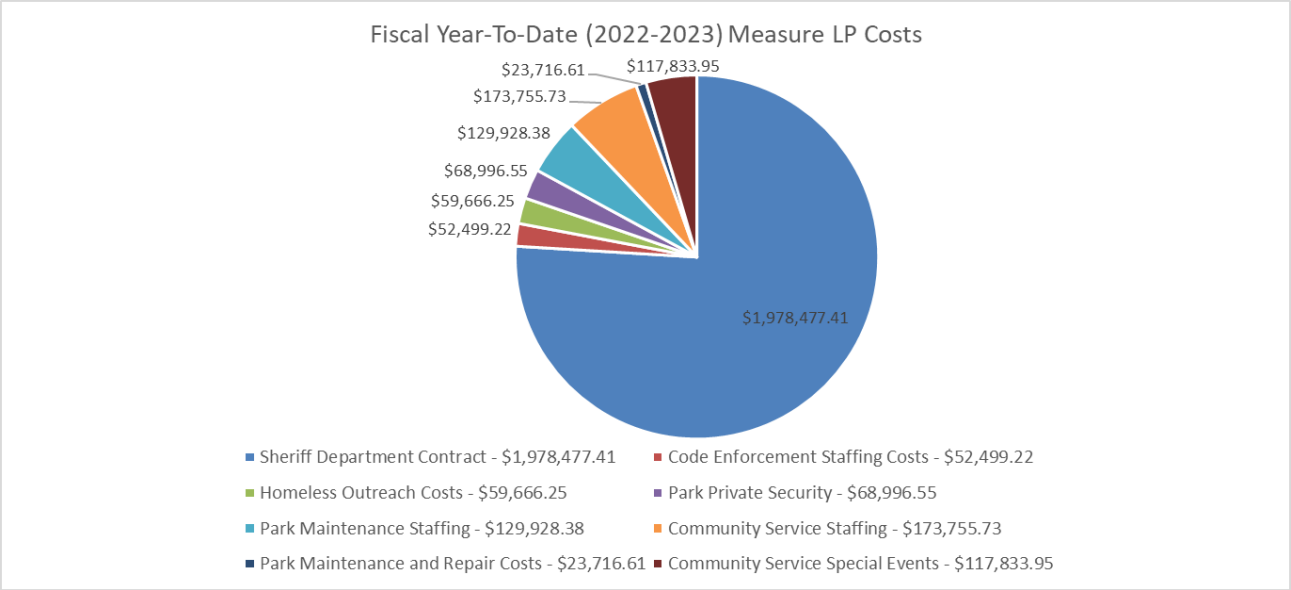
OCTOBER REVENUES:

General fund total revenues have reached 12.4% of annual budget, comparable to 13% received at this point in FY 2021-2022. This equates to $2,329,227. Areas of strength in the current budget year include *Licenses and Permits* and *Charges for Services*, outpacing the fiscal cycle at 61.6% and 45.1%, respectively. These promising returns are largely the result of development occurring within the city. Across all funds, approximately 23.7% of budgeted revenues have been collected to date.

OCTOBER EXPENSES:

General fund operating expenditures through the October period total $3.88 million, equal to 20.7% of budget. The slight savings seen in comparison to this time last fiscal year (a decrease of 18%) is largely due to unbilled expenses due to the L.A. County Sheriff's Department. Special revenue fund expenditures, at 16.3%, are generally on pace with October 2021 postings (17.3%).

The City continues to expend revenues from the Measure LP transactions tax exclusively on public safety, street and sidewalk repairs, and community services, as was the intent of the enacting legislation. As of October, the City has expended approximately $2,604,874 in Measure LP funds. The following chart provides a graphic depiction of how these funds have been utilized to provide critical resources throughout the community.



RECOMMENDATION

It is recommended that the City Council receive and file this report.

ATTACHMENTS

Attachment "A": Monthly Budget Report – September 2022
Attachment "B": Monthly Budget Report – October 2022

CITY OF LA PUENTE
Monthly Budget Report - September 2022
Statement of Revenues
25.00 % of the Fiscal Year Complete

	FY 2022-2023 BUDGET	FY 2022-2023 YTD ACTUAL	%	FY 2021-2022 BUDGET	FY 2021-2022 YTD ACTUAL	%
GENERAL FUND						
Property Tax	7,299,700	39,346	0.5%	6,865,300	37,522	0.5%
Sales Tax	3,742,000	308,707	8.2%	3,538,700	320,158	9.0%
Sales Tax - Measure LP	3,586,000	307,430	8.6%	3,013,000	289,700	9.6%
Other Taxes and Assesments	1,568,300	39,166	2.5%	1,483,600	49,031	3.3%
Licenses and Permits	530,400	239,787	45.2%	537,400	169,361	31.5%
Fines and Forfeitures	307,500	55,615	18.1%	272,500	55,657	20.4%
Use of Money	200,000	13,677	6.8%	190,000	19,647	10.3%
Intergovernmental	300,000	7,625	2.5%	546,000	123,822	22.7%
Charges for Services	622,900	218,857	35.1%	646,700	158,850	24.6%
Other	637,700	13,584	2.1%	437,100	-	0.0%
TOTAL GENERAL FUND	18,794,500	- 1,243,796	6.6%	17,530,300	1,223,748	7.0%
SPECIAL REVENUE FUNDS						
Gas Tax	1,162,900	179,899	15.5%	1,059,700	275,262	26.0%
RMRA (SB1)	916,800	69,563	7.6%	800,300	68,029	8.5%
Measure M	692,500	189,433	27.4%	580,600	178,600	30.8%
Measure R	611,400	167,276	27.4%	512,700	157,916	30.8%
Prop A Fund	1,033,500	276,398	26.7%	927,100	260,399	28.1%
Prop C Fund	819,200	223,088	27.2%	687,500	210,712	30.6%
AQMD	77,000	13,185	17.1%	77,000	-	0.0%
Miscellaneous Grants	5,046,600	-	0.0%	228,000	-	0.0%
Lighting & Landscape Maintenance District	920,300	21,710	2.4%	878,400	20,857	2.4%
CDBG	446,200	17,146	3.8%	477,600	82,145	17.2%
PEG Access	35,600	-	0.0%	35,600	-	0.0%
Supplemetal Law Enforcement Fund	160,000	-	0.0%	140,000	-	0.0%
American Rescue Plan Act Fund	4,738,200	4,738,200	0.0%	4,738,255	4,738,255	0.0%
Other Special Revenue	1,257,400	11,547	0.9%	1,716,800	-	0.0%
TOTAL SPECIAL REVENUE FUNDS	17,917,600	5,907,445	33.0%	12,859,555	5,992,175	46.6%
CAPITAL PROJECTS & DEBT SERVICE FUNDS						
Citywide Debt Service	743,800	-	100.0%	627,800	-	0.0%
2019A Debt Service	262,800	-	0.0%	263,600	-	0.0%
2018B Debt Service	235,400	-	0.0%	230,400	-	0.0%
Capital Projects	53,300	-	0.0%	53,500	-	0.0%
Series 2019A Capital Project	-	-	0.0%	-	-	0.0%
Series 2019 B Capital Project	-	-	0.0%	-	-	0.0%
TOTAL CAP. PROJ. & DEBT SERVICE FUNDS	1,295,300	- -	0%	1,175,300	-	0.0%
SUCCESSOR AGENCY						
Successor Agency to the LPCDC	677,300	2	0.0%	601,000	2	0.0%
PROPRIETARY FUNDS						
Sewer Construction/Maintenance Fund	1,461,000	-	0.0%	1,375,000	-	0.0%
Equipment Replacement Fund	188,000	-	0.0%	161,000	45,195	28.1%
Vehicle Maintenance & Replacement Fund	420,000	3,300	0.8%	188,200	47,000	25.0%
TOTAL REVENUES	40,753,700	7,154,542	17.6%	33,890,355	7,308,120	21.6%

ATTACHMENT A

CITY OF LA PUENTE
Monthly Budget Report - September 2022
Statement of Operating Expenditures
25.00 % of the Fiscal Year Complete

	FY 2022-2023 BUDGET	FY 2022-2023 YTD ACTUAL	%	FY 2021-2022 BUDGET	FY 2021-2022 YTD ACTUAL	%
GENERAL FUND						
General Government	1,699,000	280,187	16.5%	1,422,800	371,290	26.1%
Administrative Services	1,580,900	641,217	40.6%	1,586,400	545,809	34.4%
General Services	249,800	31,204	12.5%	247,300	32,848	13.3%
Public Safety	10,278,100	376,734	3.7%	9,973,000	273,225	2.7%
Development Services	2,219,000	628,182	28.3%	1,895,000	449,705	23.7%
Community Services	1,943,400	517,431	26.6%	1,772,900	444,564	25.1%
Transfers	824,300	-	0.0%	692,900	-	0.0%
TOTAL GENERAL FUND	18,794,500	2,474,956	13.2%	17,590,300	2,117,441	12.0%
SPECIAL REVENUE FUNDS						
Gas Tax	1,158,400	186,895	16.1%	1,023,200	138,589	13.5%
RMRA/SB1	25,400	5,317	20.9%	23,100	5,132	22.2%
Measure M	486,500	43,693	9.0%	472,200	43,658	9.2%
Measure R	509,700	40,496	7.9%	489,800	51,182	10.4%
Prop A	1,362,500	199,543	14.6%	896,800	152,340	17.0%
Prop C	77,500	15,190	19.6%	68,700	21,410	31.2%
AQMD	151,700	-	0.0%	121,100	-	0.0%
Lighting & Landscape Maintenance District	942,700	181,754	19.3%	928,200	201,085	21.7%
CDBG	445,600	50,256	11.3%	477,600	125,591	26.3%
CDBG CARES Fund	-	-	0.0%	-	-	0.0%
State CARES Act Fund	-	-	0.0%	-	4,945	0.0%
Supplemental Law Enforcement Fund	160,000	-	0.0%	140,000	-	0.0%
PEG Access	28,000	-	0.0%	92,500	9,808	10.6%
American Rescue Plan Act Fund	3,900,700	416,937	10.7%	3,413,200	218,292	0.0%
Other Special Revenue	286,200	6,907	2.4%	333,200	1,410	0.4%
TOTAL SPECIAL REVENUE FUNDS	9,534,900	1,146,988	12.0%	8,479,600	973,442	11.5%
CAPITAL PROJECTS & DEBT SERVICE FUNDS						
Citywide Debt Service Fund	743,800	582,079	78.3%	642,100	503,568	0.0%
Capital Projects	53,500	-	0.0%	53,500	-	0.0%
Series 2019A Debt Service	262,800	-	0.0%	263,600	-	0.0%
Series 2019 B Debt Service	235,400	-	0.0%	230,400	-	0.0%
TOTAL CAP. PROJ. & DEBT SERVICE FUNDS	1,295,500	582,079	44.9%	1,189,600	503,568	42.3%
SUCCESSOR AGENCY						
Successor Agency to the LPCDC	1,066,400	414,800	38.9%	1,004,800	336,874	33.5%
PROPRIETARY FUNDS						
Sewer Construction/Maintenance Fund	1,369,300	-	0.0%	1,623,400	5,860	0.4%
Equipment Replacement Fund	187,000	45,531	24.3%	161,000	19,089	11.9%
Vehicle Maintenance & Replacement Fund	420,000	112,123	26.7%	352,200	30,228	8.6%
TOTAL OPERATING EXPENDITURES	32,667,600	4,776,477	14.6%	30,400,900	3,986,502	13.1%

CITY OF LA PUENTE
Monthly Budget Report - October 2022
Statement of Revenues
33.00 % of the Fiscal Year Complete

	FY 2022-2023 BUDGET	FY 2022-2023 YTD ACTUAL	%	FY 2021-2022 BUDGET	FY 2021-2022 YTD ACTUAL	%
GENERAL FUND						
Property Tax	7,299,700	39,346	0.5%	6,865,300	37,522	0.5%
Sales Tax	3,742,000	611,145	16.3%	3,538,700	673,610	19.0%
Sales Tax - Measure LP	3,586,000	602,873	16.8%	3,013,000	589,875	19.6%
Other Taxes and Assesments	1,568,300	285,709	18.2%	1,483,600	278,710	18.8%
Licenses and Permits	530,400	326,474	61.6%	537,400	214,788	40.0%
Fines and Forfeitures	307,500	89,836	29.2%	272,500	96,304	35.3%
Use of Money	200,000	56,415	28.2%	190,000	39,777	20.9%
Intergovernmental	300,000	7,626	2.5%	546,000	146,601	26.9%
Charges for Services	622,900	281,227	45.1%	646,700	198,480	30.7%
Other	637,700	28,576	4.5%	437,100	-	0.0%
TOTAL GENERAL FUND	18,794,500	2,329,227	12.4%	17,530,300	2,275,667	13.0%
SPECIAL REVENUE FUNDS						
Gas Tax	1,162,900	263,714	22.7%	1,059,700	275,393	26.0%
RMRA (SB1)	916,800	140,869	15.4%	800,300	144,322	18.0%
Measure M	692,500	253,645	36.6%	580,600	240,335	41.4%
Measure R	611,400	224,079	36.7%	512,700	212,548	41.5%
Prop A Fund	1,033,500	368,764	35.7%	927,100	351,480	37.9%
Prop C Fund	819,200	298,829	36.5%	687,500	284,894	41.4%
AQMD	77,000	13,185	17.1%	77,000	-	0.0%
Miscellaneous Grants	5,046,600	837,544	16.6%	228,000	145,716	63.9%
Lighting & Landscape Maintenance District	920,300	21,710	2.4%	878,400	21,202	2.4%
CDBG	446,200	35,395	7.9%	477,600	82,145	17.2%
PEG Access	35,600	-	0.0%	35,600	-	0.0%
Supplemetal Law Enforcement Fund	160,000	80,813	50.5%	140,000	74,262	53.0%
American Rescue Plan Act Fund	4,738,200	4,738,200	100.0%	4,738,255	4,738,255	100.0%
Other Special Revenue	1,257,400	11,547	0.9%	1,716,800	1,307	0.1%
TOTAL SPECIAL REVENUE FUNDS	17,917,600	7,288,292	40.7%	12,859,555	6,571,859	51.1%
CAPITAL PROJECTS & DEBT SERVICE FUNDS						
Citywide Debt Service	743,800	-	100.0%	627,800	-	0.0%
2019A Debt Service	262,800	-	0.0%	263,600	-	0.0%
2018B Debt Service	235,400	-	0.0%	230,400	-	0.0%
Capital Projects	53,300	-	0.0%	53,500	-	0.0%
Series 2019A Capital Project	-	-	0.0%	-	-	0.0%
Series 2019 B Capital Project	-	-	0.0%	-	-	0.0%
TOTAL CAP. PROJ. & DEBT SERVICE FUNDS	1,295,300	-	0%	1,175,300	-	0.0%
SUCCESSOR AGENCY						
Successor Agency to the LPCDC	677,300	2	0.0%	601,000	2	0.0%
PROPRIETARY FUNDS						
Sewer Construction/Maintenance Fund	1,461,000	19,089	1.3%	1,375,000	1,905	0.1%
Equipment Replacement Fund	188,000	-	0.0%	161,000	45,573	28.3%
Vehicle Maintenance & Replacement Fund	420,000	3,300	0.8%	188,200	64,962	34.5%
TOTAL REVENUES	40,753,700	9,639,910	23.7%	33,890,355	8,959,968	26.4%

CITY OF LA PUENTE
Monthly Budget Report - October 2022
Statement of Operating Expenditures
33.00 % of the Fiscal Year Complete

	FY 2022-2023 BUDGET	FY 2022-2023 YTD ACTUAL	%	FY 2021-2022 BUDGET	FY 2021-2022 YTD ACTUAL	%
GENERAL FUND						
General Government	1,699,000	454,005	26.7%	1,422,800	458,992	32.3%
Administrative Services	1,580,900	735,162	46.5%	1,586,400	620,226	39.1%
General Services	249,800	53,365	21.4%	247,300	46,880	19.0%
Public Safety	10,278,100	1,145,868	11.1%	9,973,000	2,379,074	23.9%
Development Services	2,219,000	817,909	36.9%	1,895,000	678,054	35.8%
Community Services	1,943,400	681,833	35.1%	1,772,900	580,067	32.7%
Transfers	824,300	-	0.0%	692,900	-	0.0%
TOTAL GENERAL FUND	18,794,500	3,888,143	20.7%	17,590,300	4,763,293	27.1%
SPECIAL REVENUE FUNDS						
Gas Tax	1,158,400	258,676	22.3%	1,023,200	235,746	23.0%
RMRA/SB1	25,400	8,564	33.7%	23,100	6,860	29.7%
Measure M	486,500	59,952	12.3%	472,200	57,441	12.2%
Measure R	509,700	52,878	10.4%	489,800	65,435	13.4%
Prop A	1,362,500	218,489	16.0%	896,800	206,465	23.0%
Prop C	77,500	20,878	26.9%	68,700	-	0.0%
AQMD	151,700	124	0.1%	121,100	-	0.0%
Lighting & Landscape Maintenance District	942,700	288,424	30.6%	928,200	301,450	32.5%
CDBG	445,600	64,055	14.4%	477,600	169,157	35.4%
CDBG CARES Fund	-	-	0.0%	-		0.0%
State CARES Act Fund	-	-	0.0%	-	5,763	0.0%
Supplemental Law Enforcement Fund	160,000	-	0.0%	140,000	-	0.0%
PEG Access	28,000	-	0.0%	92,500	29,576	32.0%
American Rescue Plan Act Fund	3,900,700	557,297	14.3%	3,413,200	361,185	0.0%
Other Special Revenue	286,200	27,182	9.5%	333,200	28,329	8.5%
TOTAL SPECIAL REVENUE FUNDS	9,534,900	1,556,517	16.3%	8,479,600	1,467,407	17.3%
CAPITAL PROJECTS & DEBT SERVICE FUNDS						
Citywide Debt Service Fund	743,800	582,079	78.3%	642,100	503,568	0.0%
Capital Projects	53,500	-	0.0%	53,500	53,287	99.6%
Series 2019A Debt Service	262,800	-	0.0%	263,600	-	0.0%
Series 2019 B Debt Service	235,400	-	0.0%	230,400	-	0.0%
TOTAL CAP. PROJ. & DEBT SERVICE FUNDS	1,295,500	582,079	44.9%	1,189,600	556,855	46.8%
SUCCESSOR AGENCY						
Successor Agency to the LPCDC	1,066,400	414,800	38.9%	1,004,800	336,874	33.5%
PROPRIETARY FUNDS						
Sewer Construction/Maintenance Fund	1,369,300	-	0.0%	1,623,400	-	0.0%
Equipment Replacement Fund	187,000	59,784	32.0%	161,000	43,857	27.2%
Vehicle Maintenance & Replacement Fund	420,000	139,199	33.1%	352,200	54,624	15.5%
TOTAL OPERATING EXPENDITURES	32,667,600	6,640,523	20.3%	30,400,900	7,222,909	23.8%

City of La Puente
AGENDA REPORT

To: Mayor and City Council For meeting of: November 15, 2022

From: Bob Lindsey, City Manager

By: Kimberly Cardona, Community Resource Technician

SUBJECT: CONSIDERATION OF AWARD OF YOUTH WORKFORCE GRANT SUBRECIPIENT AGREEMENTS TO DELHAVEN COMMUNITY CENTER, GOODWILL SOUTHERN CALIFORNIA, AND SAN GABRIEL VALLEY CONSERVATION CORPS.

BACKGROUND

The City of La Puente pursued a $3.6 million grant through the Governor's CaliforniansForAll Youth Workforce Initiative to enhance and expand the City of La Puente Beautification Workforce Development Program and Homeless Prevention Initiative. The City of La Puente will be assisting in the hiring of ninety (90) local youth by collaborating with local community-based organizations.

The workforce development program is intended to assist youth job seekers in obtaining employment, education, training, and support services necessary to succeed in today's labor market, as well as to develop the skilled workforce required by local businesses to compete in the global economy. Partner agencies will provide employment opportunities allowing youth participants to develop interest and experience for a career, and to strengthen City capacity to address key areas of climate, food insecurity, and local COVID-19 recovery.

On October 5, 2022, the City invited sealed proposals from nonprofit organizations for the La Puente Youth Workforce Development Program. All proposals were due and opened on October 17, 2022.

The City received a total of four (4) proposals. The results of the bids are as follows:

Delhaven Community Center	$532,312.00
Goodwill Southern California	$970,500.00
San Gabriel Valley Conservation Corps	$2,089,825.00
Heluna Health	$3,600,000.00

All four (4) organizations provided proposals responsive to the requirements of the request for proposal and are nonprofit 501(c)(3) agencies in good standing with state and federal regulations. Upon review of the proposals, staff noted a minor mathematical error in the proposal provided by San Gabriel Valley Conservation Corps, with a correct total bid of $2,089,825. This did not affect the ranking of their proposal. Staff determined that three (3) agencies - Delhaven Community Center,

Goodwill Southern California, and San Gabriel Valley Conservation Corps - were the lowest responsive bidders. Staff recommends that the City Council award subrecipient agreements to these agencies in an amount not-to-exceed their respective bids.

DISCUSSION

The purpose of the La Puente Youth Workforce Development Program is to transform lives and communities through innovative workforce services. Additional details regarding the funding limits for each program area, and the expected term of initial grant agreements, are summarized below.

Delhaven Community Center

Delhaven Community Center will place participants in positions that fall into the areas of support for families with food insecurity, local covid recovery and climate. Job placement at local family resource center- Delhaven Family Resource Center- will provide food, clothing and various other items for individuals/families experiencing hardships and food insecurities. There will be job placements at school sites, assisting local after school students with social emotional lessons and support as they return to classes post COVID-19. This will also include working with after school students delivering lessons aimed at providing students with information or building upon an already existing understanding of climate and its effects on a national and global level. As well as job placements in social programs assisting developmentally disabled individuals transitioning from virtual programming to in person activities post COVID-19.

Goodwill Southern California, which operates the East San Gabriel Valley AJCC

Goodwill Southern California will provide youth employment opportunities, with a focus on serving youth within La Puente City Limits. This includes engaging in community services, special events, senior services, veterinary care/ no-kill shelter support activities, and community food distribution/ food banks, see as follow:

- Community Service Special Events: Youth shall assist the staff at La Puente Community Center during special events, including but not limited to the summer lunch program, Spring Egg Hunt, Movies in the Park, Concerts in the park, National Night Out, Día De Los Muertos, Veterans Day, Holiday Parade and Tree Lightning. Tasks will include assisting with event setup, takedown/cleanup, and assisting members of the public.

- Senior Services: Youth will work at the Senior Center assisting with planning and instructing recreational classes, scheduling transportation for medical appointments and outings, assist with the distribution of meals for consumption at the Senior Center and pre-packaging meals for seniors that do not have the ability to leave their home.

- Veterinary Care/No-kill shelter: Youth will be taught the proper care of animals brought in by residents who cannot afford veterinary care or cannot afford food for their animals. These shelters and veterinary facilities provide food, medicine, and care to residents experiencing financial hardships. Some of the tasks may include but are not limited to working directly to assist a licensed veterinarian with basic and routine non-medical tasks, office support, creating a healthy environment, preparing food, feeding the animals, and cleaning cages and other facilities. This program exposes youth to veterinary science.

- Community Food Distribution/Food Banks: Youth will assist with food inventory, separate perishables and non-perishables, and create baskets for distribution. In addition, youth may be tasked with participating in mobile food distributions, drive-through pantries, and no-contact distributions.

San Gabriel Valley Conservation Corps

San Gabriel Valley Conservation Corps will provide, youth employment opportunities with a focus on city park operations and maintenance, urban forestry, snack bar operations, city facilities maintenance, city beautification, and community food distribution/food banks as follows (collectively, the "Project").

- Parks Operations and Maintenance (O&M): Youth will perform routine O&M activities. At La Puente Park and Puente Creek Nature Educational Center, youth will clean/disinfect park surfaces/playgrounds/gym equipment, and plant and care for trees and vegetation. At the Urban Orchard (to be developed by the city in collaboration with the East San Gabriel Valley Conservation Corp), youth will perform traditional park O&M activities, while also conducting specialized care for the vegetation, collection of produce for the public, and leading educational orchard tours for the general public.

- Urban Forestry: Youth will participate in pruning, and general care of trees and vegetation in parks, as well as landscaping along streets, medians, and other facilities within the public right-of-way. Urban forestry may also include specialized plant care for the Urban Orchard.

- Snack Bar Operations: Snack bar operations will be conducted at the snack bar located in La Puente Park where fresh food and drinks are served. Duties shall include stocking food and drinks, preparing and cleaning work areas, greeting the public, responding to inquiries, and cashiering.

- City Facilities Maintenance: The city facilities maintenance team will be responsible for performing routine general cleaning, including but not limited to daily trash removal, dusting, restocking/cleaning restrooms, sweeping/mopping/vacuuming, cleaning/disinfecting tables and counters, and cleaning/disinfecting community surfaces (handrails, water fountains, vending machines, etc.).

- City Beautification: Youth will participate in illegal dumpsite cleanups, hauling away and properly disposing of large items such as mattresses, furniture, tires, other debris. Litter Abatement will be conducted remove litter throughout the City. Sidewalk pressure washing services shall include regularly scheduled pressure washing of sidewalks that accomplishes the removal of dirt and stains, cleaning of public trash cans in the public right-of-way, removal of gum and other substances/objects that may adhere to sidewalk surfaces, and the placement of clearly legible “Caution” signs on sidewalks for the duration of cleaning activities.

- Community Food Distribution/Food Banks: Youth will assist with food inventory, separate perishables and non-perishables, and create baskets for distribution. In addition, youth may be

tasked with participating in mobile food distributions, drive-through pantries, and no-contact distributions

FISCAL IMPACT

This program will be funded exclusively by a state grant, and there is no impact to the General Fund. The available funding awarded to the City is $3,600,000. The sum of the three (3) subrecipient agreements awarded herein is an amount not-to-exceed $3,592,637.

RECOMMENDATION

It is recommended that the City Council: (1) award subrecipient agreements to Delhaven Community Center, Goodwill Southern California, and San Gabriel Valley Conservation Corps; and (2) authorize the City Manager to execute all documents necessary to effectuate these agreements.

ATTACHMENTS

Attachment "A": Subrecipient Agreement with Delhaven Community Center
Attachment "B": Subrecipient Agreement with Goodwill Southern California
Attachment "C": Subrecipient Agreement with San Gabriel Valley Conservation Corps

THIS SUBRECIPIENT AGREEMENT (the "Agreement") is made and entered as of November 15, 2022, by and between the CITY OF LA PUENTE, a municipal corporation ("City"), and DELHAVEN COMMUNITY CENTER a California nonprofit public benefit corporation ("Subrecipient").

RECITALS:

WHEREAS Subrecipient is a tax-exempt non-profit public benefit corporation whose mission is to; develop and transform disadvantaged youth in the San Gabriel Valley by providing academic, vocational, and leadership development while employing them to provide valuable services to improve their communities and the natural environment.

WHEREAS the City was awarded the sum of $3, 600,000.00 (Three Million Six Hundred Thousand Dollars) by California Volunteers under its 2021 Californians For All Youth Job Corps RFA and seeks to expand its partnership with Subrecipient;

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual terms and conditions herein, the parties agree as follows:

1. **Project.** Delhaven Community Center will place participants in positions that fall into the areas of support for families with food insecurity, local covid recovery and climate. Job placement at local family resource center- Delhaven Family Resource Center- will provide food, clothing and various other items for individuals/families experiencing hardships and food insecurities. There will be job placements at school sites, assisting local after school students with social emotional lessons and support as they return to classes post COVID-19. This will also include working with after school students delivering lessons aimed at providing students with information or building upon an already existing understanding of climate and its effects on a national and global level. As well as job placements in social programs assisting developmentally disabled individuals transitioning from virtual programming to in person activities post COVID-19.

2. **Term.** The term of this Agreement shall commence on November 15, 2022 (the "Commencement Date") and shall terminate on, November 15, 2023 (the "Expiration Date"). The term of this Agreement may be renewed for one (1) additional year at the option of the City Manager. This Agreement does not reimburse any expenditure incurred by Subrecipient prior to the Commencement Date and does not reimburse any expenditure made after the Expiration Date without the City Manager's written authorization to extend the term.

3. **Budget; Project Proposal Form.**

A. The City shall reimburse Subrecipient for the reasonable and verifiable costs actually incurred in the performance of the Program under this Agreement, not to exceed a maximum reimbursement of **$ 532,312.00**. Subrecipient shall not submit any request for reimbursement to the City nor shall the City reimburse Subrecipient for costs for which Subrecipient is reimbursed from a source other than the funds allocated for work under this program.

B. Subrecipient shall submit, in a form reasonably prescribed by the City, requests for reimbursement of project expenditures on a monthly basis. Subrecipient agrees to

furnish all supporting documents related to the reimbursement request as required by the City, including, but not limited to, employee timesheets, payroll documents, and other accounting records. Subrecipient shall certify that all expenditures submitted for reimbursement are legitimate project expenditures.

C. Funds allocated pursuant to this Agreement shall be used exclusively for costs incurred by Subrecipient in the performance of the Project under this Agreement. No funds paid by the City to Subrecipient under this Agreement shall be used as security or to guarantee payments for any non-Project obligations, nor as loans for non-Project activities.

D. The City shall designate and approve Projects to be undertaken as reflected in the Project Proposal and Scope of Work detailed in Exhibit "A", attached hereto, and incorporated herein by this reference.

4. **Orientation.** The City and Subrecipient shall jointly hold orientation meetings from time to time, initially with Subrecipient personnel at the commencement of the Project to explain the technical aspects, safety considerations, and any other aspects necessary for successful execution of the Project, and then later as appropriate and required.

5. **Work to be Performed.** Subrecipient shall implement the Project described in this Agreement fully in accordance with the terms of the 2022 Californians For All Youth Job Corps RFA and the City's application thereunder for funds to carry out the Project, including without limitation, compliance with applicable provisions of the U.S. Department of Treasury Coronavirus State and Local Fiscal Recovery Funds Interim Final Rule, the Compliance and Reporting Guidance for State and Local Fiscal Recovery Funds, and the Compliance and Reporting User Guide. Subrecipient shall also undertake and assume the same obligations to the City that the City has undertaken under the 2022 Californians For All Youth Job Corps RFA.

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6. **Project Commencement.**

A. The Project Approval Form shall specify which of the following permits, plans and specifications shall be the responsibility of City and which shall be the responsibility of Subrecipient: approvals and permits required by any other state, federal, or local agency which may be necessary to commence construction or operation of the Project, adequate plans and specifications, sufficient funds, materials, supplies, equipment, adequate technical supervision, and any special labor requirements to complete the Project.

B. Subrecipient shall coordinate with trade unions or other labor organizations to resolve problems pertaining to any element of the Project. However, if a problem arises, Subrecipient may withdraw from any element of the Project having the problems.

7. **Program Coordination.**

A. The City Manager or designee shall coordinate the Project with Subrecipient and shall render overall supervision of the progress and performance of this Agreement by the City.

B. Subrecipient's Executive Director shall have overall responsibility for performance of this Agreement and for coordinating with the City. If the Executive Director is replaced during the term of this Agreement, Subrecipient shall notify the City immediately of

such occurrence. The Executive Director and Subrecipient staff will fully cooperate with the City relating to the Project, areas of concern, and the impact of the Project on residents of the City.

8. **Permission Granted.** After a Project Approval Form is approved, Subrecipient, its contractors, officers, agents, and subcontractors shall have permission to enter upon that certain City-owned real property specified in the Project Approval Form for the purpose set forth in said form. The permission granted by this Section is limited to a reasonable area around the Project site and ingress and egress thereto and is limited to the dates contemplated for completion of the Project as specified on the Project Approval Form.

9. **Payment of Costs.**

A. The Project shall be undertaken at Subrecipient' sole cost and expense on a reimbursement basis, except for a Project where the City materials and supplies are to be used as specified in the Project Approval Form and except where the parties have agreed in writing to other payment arrangements prior to or simultaneous with approval of a Project.

B. Subrecipient acknowledges and agrees that if the actual cost of a Project exceeds the estimated cost on the Project Approval Form, the City is not responsible for the difference and shall not reimburse Subrecipient for any additional costs incurred, unless those additional costs are due to additions or changes to the Project which were requested by the City.

10. Title to Improvements. Title to all improvements, if any, constructed in whole or in part on lands owned or controlled by the City shall vest in the City upon completion or final inspection of the Project, whichever is sooner.

11. Emergencies. Temporary suspension or permanent cessation of a Project may be required due to emergency conditions. Under such circumstances, the City and Subrecipient shall mutually agree on the postponement of a Project and who should bear the costs incurred due to said postponement.

12. Time and Progress.

A. Subrecipient shall begin work on each Project in conformity with the provisions set forth herein and shall work with diligence so as to complete the Project according to the time schedule in the Project Approval Form.

B. Subrecipient shall work so that the completed Project shall be comparable to that specified in the Project Approval Form. Subrecipient and the City shall notify each other and obtain approval from each other prior to any change in the time schedule.

13. Use of Premises.

A. Subrecipient shall confine construction equipment, the storage of materials and equipment, and the operations of workers to each Project site and areas identified in and permitted by the City and shall not unreasonably encumber same with construction equipment or other materials or equipment.

B. During the work, Subrecipient shall keep each Project site and said areas free from accumulations of waste, rubbish, and debris. Upon completion of the Project, Subrecipient shall remove all waste, rubbish and debris from and about each Project site and said

areas as well as all tools, equipment, machinery, and surplus materials, and shall leave the Project site and said areas clean and ready for occupancy by the City. Subrecipient shall restore to original condition all property not designated for alteration by this Agreement.

C. Subrecipient shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Subrecipient subject any part of the Project or adjacent property to stresses or pressures that will endanger them.

14. Rights of Entry and Inspection. City, its officials, agents and employees shall at all times have the right of entry and free access to the Project site and areas identified in and permitted by the Project Approval Form and right to inspect all work done, labor performed, and materials furnished in and about the Project and to inspect all books, contracts, and records of Subrecipient pertaining to the Project.

15. Progress Reports.

A. Subrecipient shall keep the City Manager or designee informed on all phases of the Project. Without limiting the foregoing, until the Project has been completed, Subrecipient shall prepare and submit to the City Quarterly Performance Reports corresponding to the quarters of the Agreement year, as follows:

Quarter 1 = July--September
Quarter 2 = October--December
Quarter 3 = January--March
Quarter 4 = April--June.

B. A complete Quarterly Performance Report must be received by the City within 30 days after the end of Quarters 1, 2 and 3, and within 10 days of June 30'[1-1] after the 4th Quarter and shall contain such detail as may be reasonably requested by the City.

16. Project Supervision. Work on a Project shall be under the immediate supervision of Subrecipient's program managers. The city may provide such operation supervision, technical assistance, guidelines and inspection as the City considers necessary to properly complete the Project. Subrecipient expressly warrants that neither Subrecipient nor any of Subrecipient employees shall represent themselves to be employees or agents of the City.

17. Signs. Subrecipient shall not construct, maintain, place or allow any signs, exhibits, displays, emblems, or logos on any Project site without the prior approval of the City Manager or designee. Subrecipient shall not use the City's logo in the performance of the Project without the prior approval of the City Manager or designee.

18. Compliance with Laws. Subrecipient shall comply with all applicable local, state and federal laws, ordinances, rules, and regulations pertaining to the Project, including but not limited to any environmental specifications on the Project Approval Form, and shall obtain such permits, licenses, and certificates required by all federal, state and local government authorities.

19. Insurance. As a condition precedent to the effectiveness of this Agreement, Subrecipient shall procure and maintain at Subrecipient's expense for the duration of this

Agreement from an insurance company that is admitted to write insurance in the State of California or that has a rating of or equivalent to an A: VIII by A.M. Best and Company the following insurance:

(a) Commercial general liability insurance naming the City of La Puente, its officials, employees, and agents as additional insureds from and against claims, demands, causes of action, expenses, costs, or liability for injury to or death of persons, or damage to or loss of property arising out of any manner connected to Subrecipient's operations or performance under this Agreement in an amount not less than One Million Dollars ($1,000,000) per occurrence and not less than Two Million Dollars ($2,000,000) general aggregate. Such insurance shall not exclude or limit coverage for broad form contractual liability, cross-liability protection, independent contractors liability, abuse or molestation liability, or products and completed operations liability.

(b) Workers' compensation coverage as required by the California Labor Code and employer's liability insurance in an amount not less than One Million Dollars ($1,000,000) per accident or occupational illness.

(c) Commercial automobile liability insurance equivalent in coverage scope to ISO form CA 00 01 06 92 in an amount not less than Five Hundred Thousand Dollars ($500,000) combined single limit per accident for bodily injury and property damage covering Auto Symbol 1 (All Autos).

(d) Sexual Abuse and Molestation Liability Insurance endorsement to the commercial general liability insurance in amounts of not less than One Million Dollars ($1,000,000) per occurrence.

Subrecipient shall deliver to the City certificates of insurance and original endorsements for approval as to sufficiency and form prior to the start of performance hereunder. The certificates and endorsements for each insurance policy shall contain the original signature of a person authorized by that insurer to bind coverage on its behalf. No "Claims made" policies shall be acceptable. This insurance shall not be deemed to limit Subrecipient's liability relating to performance under this Agreement. The City reserves the right to require complete certified copies of said policies at any time. Any modification or waiver of the insurance requirements herein shall be made only with the prior written approval of the City's Risk Manager. The procuring of insurance shall not be construed as a limitation on liability or as full performance of the indemnification provisions of this Agreement.

20. **Indemnity.** Subrecipient shall, with respect to services performed in connection with this Agreement, indemnify and hold harmless the City, its Boards, Commissions, and their officials, employees and agents (collectively in this Section, "City") from and against any and all liability, claims, demands, damage, loss, causes of action, proceedings, penalties, costs and expenses (including attorney's fees, court costs, and expert and witness fees) (collectively "Claims" or individually "Claim"). Claims include allegations and include by way of example but are not limited to: Claims for property damage, personal injury or death arising in whole or in part from any negligent act or omission of Subrecipient, its officers, employees, agents, or anyone under Subrecipient control (collectively "Indemnitor"); Subrecipient breach of this Agreement; misrepresentation; willful misconduct; and Claims by any employee of Indemnitor relating in any way to workers' compensation. Independent of the duty to indemnify and as a free-standing duty on the part of Subrecipient, Subrecipient shall defend City and shall continue such defense until the Claim is resolved, whether by settlement, judgment or otherwise. No finding or judgment of

negligence, fault, breach, or the like on the part of Indemnitor shall be required for the duty to defend to arise. Subrecipient shall notify the City of any claim within ten (10) days. Likewise, the City shall notify Subrecipient of any claim, shall tender the defense of such claim to Subrecipient, and shall assist Subrecipient, as may be reasonably requested, in such defense.

Subrecipient's Representations and Warranties. Subrecipient represents and warrants: (a) that Subrecipient is a duly organized and validly existing nonprofit public benefit corporation in good standing under the laws of the State of California; (b) that Subrecipient is a tax-exempt public charity under Section 501(c)(3) of the U.S. Internal Revenue Code; (c) that the form, terms and provisions of this Agreement have been approved in all respects by Subrecipient's governing board at a meeting duly noticed and held; (d) that Subrecipient's Executive Director has been duly authorized to execute and deliver this Agreement on behalf of Subrecipient; (e) that Subrecipient's execution, delivery and performance of this Agreement are not in contravention of any provision of law, or of any agreement, by which Subrecipient is bound; (f) no action or proceeding is now pending or, to the best of Subrecipient's knowledge, is threatened, against Subrecipient, in equity or otherwise, before any court, board, commission, agency or instrumentality of the Federal Government or any state government or of any municipal government or any agency or subdivision thereof; or before any arbitrator or panel of arbitrators; (g) Subrecipient is not in default in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in any material contractual obligation of Subrecipient, and no condition exists which with the giving of notice or the lapse of time or both would constitute such a default; (h) all financial statements furnished to City by Subrecipient are true, correct and complete and all other information previously furnished by or on behalf of Subrecipient to City in connection with this Agreement is true, complete and correct in all material respects and does not fail to state any material fact necessary to make the statements made not misleading; and (i) no material adverse change in the operations or financial condition of Subrecipient has occurred since the City received the notice of intent to award on March 25, 2022.

Nondiscrimination. In connection with performance of this Agreement and subject to applicable rules and regulations, Subrecipient shall not discriminate against any employee or applicant for employment because of race, religion, national origin, color, age, sex, sexual orientation, AIDS, HIV status, handicap, or disability. Subrecipient shall ensure that applicants are employed, and that employees are treated during their employment, without regard to these bases. Such actions shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Amendment and Waiver. This Agreement shall not be amended except in writing signed by the parties which expressly refers to this Agreement. The acceptance of work or the payment of any money by the City shall not operate as a waiver of any provision of this Agreement, or of any right to damages or indemnity stated in this Agreement. The waiver of any breach of this Agreement shall not constitute a waiver of any other or subsequent breach of this Agreement.

24. **Governing Law; Venue.** Except where federal law preempts, this Agreement shall be governed by and construed pursuant to the laws of the State of California (except those provisions of California law pertaining to conflicts of law). In the event that suit is brought by either party hereunder, the parties agree that trial of such action shall be had in any state or federal court of competent jurisdiction located in Los Angeles County, California.

25. Integration. This Agreement constitutes the entire understanding between the parties and supersedes all other agreements, oral or written, with respect to the subject matter herein.

26. Books and Records.

A. Subrecipient shall maintain ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements for a minimum period of three (3) years, or for any longer period required by law, from the date of any final payment to Subrecipient on a Project.

B. Subrecipient shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or expiration of this Agreement.

C. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such documents shall be provided to the City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Subrecipient' address shown herein. Subrecipient shall reimburse the City for all costs incurred to investigate and audit Subrecipient's performance of its duties under this Agreement if Subrecipient is subsequently found to have violated the terms of this Agreement. Such reimbursement shall include all direct and indirect expenditures incurred by the City to conduct the investigation or audit. The City may deduct all such costs from any amount due Subrecipient under this Agreement.

D. Where the City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Subrecipient, the City may, by written request, require that custody of the records be given to the City and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by Subrecipient, its representatives, or successors-in-interest.

E. Subrecipient acknowledges that its participation in this program is subject to various state and federal laws and regulations, including, but not limited to, the Single Audit Act, and agrees to bear the expense for compliance with applicable laws and regulations.

27. Independent Contractor. In performing services hereunder, Subrecipient is and shall act as an independent contractor and not an employee, representative, or agent of the City. Subrecipient shall be free to contract for similar services to be performed for others during the term of this Agreement. Subrecipient acknowledges and agrees that (a) the City will not withhold taxes of any kind from Subrecipient' compensation, (b) City will not secure workers' compensation or pay unemployment insurance to, for or on Subrecipient's behalf, and (c) the City will not provide and Subrecipient is not entitled to any of the usual and customary rights, benefits or privileges of City employees.

28. Severability of Provisions. If any term or condition of this Agreement is found to be invalid, ineffective, void, or unenforceable for any reason whatsoever, all other terms and conditions shall remain in full force and effect.

29. **Unforeseen Delays.** Neither the City nor Subrecipient shall be deemed in violation of this Agreement if prevented from performing any of the obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortage of material, Act of God, acts of public enemy, acts of superior governmental authority, weather conditions, riots, rebellion, sabotage or any other circumstance which is not within its control.

30. **No Religious or Political Activities.** Subrecipient agrees that Subrecipient shall not perform or permit any religious proselytizing or political activities in connection with the performance of the Project under this Agreement. No funds reimbursed by the City to Subrecipient under this Agreement shall be used to promote any religious or political activities.

31. **Mechanic's Lien.** Subrecipient shall keep each Project site free of any mechanic's or materialman's lien. If a mechanic's or materialman's lien is imposed on any Project site, Subrecipient shall: (a) Record a valid release of lien; or (b) Procure and record a lien release bond in accordance with Section 3143 of the California Civil Code issued by a surety authorized to do business in California and providing for payment of any sum recovered by claimant. Any costs in obtaining relief under this Section shall be the sole responsibility of Subrecipient and shall not be reimbursed by the City.

32. **Notice.** Any notice required hereunder or desired to be given by either party shall be in writing and personally delivered or deposited in the U.S. Postal Service, first class, postage prepaid to the following address of each party:

City: City of La Puente
c/o Robert Lindsey, City Manager
15900 E. Main Street
La Puente, CA 91744

Subrecipient: Delhaven Community Center
c/o Tim Seal, Executive Director
15135 Fairgrove Ave.
La Puente, CA 91744

Notice of change of address shall be given in the same manner as stated herein for other notices. Notice shall be deemed given on the date received (or the date delivery is refused) by the party to whom delivery is made.

33. **Readings.** The various headings and numbers herein and the sequence of provisions hereof are for convenience only, shall not be considered a part hereof, and shall have no bearing on the construction or interpretation hereof.

34. **Assignment.** Subrecipient shall have no right to assign this Agreement or any interest therein without the express prior written approval of the City. Any purported attempt by Subrecipient to assign any performance of the Project under this Agreement shall be null and void and shall constitute a material breach of this Agreement.

35. Interpretation. If any questions arise as to the proper interpretation of the terms and specifications or any Project undertaken pursuant to this Agreement, the decision of the City Manager or designee shall be final.

36. Suspension and Termination.

A. The City reserves the right to suspend or terminate this Agreement and payment of costs in whole or in part for cause. "Cause" shall include but not be limited to: (1) Ineffective or improper use of funds; or (2) Failure to comply with any material provision of this Agreement, including exhibits. If the City elects to exercise its right under this Subsection (A), the City shall notify Subrecipient of the City's intent to suspend or terminate the Agreement, specify the reason(s), and furnish a description of corrective action to be taken by Subrecipient if relying on Subsection (A)(2). Subrecipient shall have ten (10) calendar days in which to respond. If Subrecipient does not respond to the satisfaction of the City, the City may, in its sole discretion, continue, suspend, or terminate the Agreement. Notwithstanding the foregoing, any suspension or termination of this Agreement shall not relieve the City of its obligation to defray appropriate costs incurred by Subrecipient prior to said suspension or termination.

B. In addition to the termination remedies described above, either party may terminate the Agreement by giving thirty (30) days prior notice to the other party, specifying the date on which termination shall take effect.

37. No Third-Party Beneficiary. This Agreement is not intended or designed to or entered for the purpose of creating any benefit or right for any person or entity of any kind that is not a party to this Agreement.

38. Conflicts of Interest. Subrecipient shall furnish to the City, prior to the City's execution of this Agreement, a written list of all current or proposed subgrantees/subcontractors, vendors or personal service providers, including subsidiaries and affiliates of Subrecipient. This list should be limited to those subgrantees/subcontractors, vendors or personal service providers, including subsidiaries and affiliates of Subrecipient, which will receive $10,000 or more during the term of this Agreement. Such a list shall include the names, addresses, telephone numbers, and identification of principal party (ies), and a description of services to be provided. During the term of this Agreement, Subrecipient shall notify the City in writing of any change in the list of subgrantees/subcontractors, vendors, personal service providers, subsidiaries or affiliates of Subrecipient within fifteen (15) days of change.

39. Federal Requirements.

39.1 Conflict of Interest. No employee, officer or agent of the sub-recipient shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

39.2 Equal Employment Opportunity. During the performance of this Agreement, the Subrecipient agrees as follows:

39.2.1 The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Subrecipient will take affirmative action to ensure that applicants are employed, and that employees are treated during

employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

39.2.2 The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

39.2.3 The Subrecipient will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided, advising the said labor union or workers' representative of the Subrecipient commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

39.2.4 The Subrecipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

39.2.5 The Subrecipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

39.2.6 In the event of the Subrecipient noncompliance with the nondiscrimination clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole, or in part, and the Subrecipient may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

39.2.7 The Subrecipient will include the provisions of Paragraph 1a through 1g in every subcontract or purchase order unless exempted by rule, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Subrecipient will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of

such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

39.3 Civil Rights Act. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

39.4 Section 109 of the Housing and Community Development Act of 1974. No person in the United States on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

39.5 Age Discrimination Act of 1975. No person in the Unites States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

39.6 Anti-Lobbying Certification. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding any Federal contract, the cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding any Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form LLL, “Disclosure Form to Report Lobbying” in accordance with its instructions.

39.7 Subrecipient agrees to abide by all applicable federal laws and regulations applicable to projects involving Coronavirus State and Local Fiscal Recovery Funds.

IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all of the formalities required by law as of the date first stated herein.

"CITY"
City of La Puente

By:_____
Bob Lindsey, City Manager

Attest:

By:_____
Sheryl Garcia, City Clerk

Approved as to form:

By:_____
City Attorney

"CONSULTANT"
DELHAVEN COMMUNITY CENTER, a California nonprofit public benefit corporation

By:_____

Exhibit A

Project Proposal and Scope of Work

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Mission
To strengthen human life through educational, social, and recreational activities in a structured and supervised setting

Vision
“I live but one life…and I may live that one poorly, but I have a vision of a better life that someone coming after me may lead. I spend my thoughts, my time, my money, and my very self-imparting that vision to a few young people. They see it, they live it, and my whole life weak and faulty, is reincarnated in theirs…stronger, finer, and greater than I ever dream to be”

Staff Philosophy
Behind every decision you make, a human life is affected

Volunteer Philosophy
None of us can do everything, but all of us can do something

Cover Letter

Delhaven Community Center was founded in 1972 and has served the City of La Puente and surrounding cities for more than forty-seven years. Delhaven has been and continues to be one the most respected and leading social service agencies in the San Gabriel Valley. Recognized nationally in Washington DC, by the State of California as recently as 2019 when they were selected as a California Non-Profit of the Year, and recognized locally on several occasions throughout their storied history demonstrates Delhaven' s dedication and service to the community.

Delhaven has over 30 programs and services for the special need's population, at risk children, young adults, and families. These include State Licensed Day Care facilities, after school educational and recreational services, leadership training, programs for children struggling with emotional and / or behavioral issues, a family emergency resource center, summer camps, community events, and more.

Since its inception, Delhaven Community Center has historically maintained a tremendously positive working relationship with the city of La Puente. For those who know the partnership, understand the relevance and impact that Delhaven has had. This includes our ability to provide programs that meet the needs of the time, space and environment in which we operate. The *Housewife Holiday Program* Delhaven operated in conjunction with 13 local schools in the district, in which weekly mini trips were scheduled through the school's office, for parents once they dropped their children off at school. This gave them the opportunity to bond as parents, socialize, and get away for several to relax while their children were in school. Our *Educational Partnership Program* in which we partnered with 12 local La Puente schools by going into the 4th grade classrooms and teaching children about the special need's population over a 6-week period. It included classroom time, our special needs adults joining the 4th graders in PE Activities side by side, and a tour of Delhaven' s State Licensed Day Care Facility. The *Voyagers Club* for children struggling with emotional and/or behavioral issues. A very specialized program, that is based on referrals from our local schools for children who are identified as being at risk and in need of support. We work closely with the schools, families, and our staff in developing a behavior modification program designed around the need of each individual child. Our Junior High and High School *Leadership Internship Training Program* gives local students an opportunity to volunteer in various after school activities and special events, receive leadership training, to be surrounded by positive role models, and to have a support system as they maneuver through young adult hood. Our Family Resource Center provides families in need with assistance in the form of clothing, food, household items, assistance with utility bills, medical referrals and job referrals. It is through our relationships with the local schools that families in need are referred to us. Our annual *Family Christmas Basket Assistance Program* in which over 150 families are referred to us by our local schools and various agencies to receive new toys for all of the children, along with a turkey and other Christmas foods, so they too can enjoy a family holiday. Special Day Camps and Day Care for school children in our local district when the school district is closed for the holidays or special days throughout the school year. This program gives parents an opportunity to have safe and positive care for their children

during closure dates. Nine weeks of Summer Day Camp programming that provides structured and recreational/enrichment activities while students are out of school during the summertime.

We understand the importance community programs have on our young adults looking to enter the workforce **Academically** developing better attitudes towards school and higher education, higher school attendance and less tardiness, less disciplinary action, lower dropout rates, improved achievement test scores and grades, improved homework completion, better overall skill development, and engagement in learning; **Socially and Emotionally** decreasing behavior problems, improved social and communication skills, improved relationships with peers, parents, and teachers, increased self-confidence, self-esteem, and self-efficacy, lower levels of depression and anxiety, and improved feelings and attitudes towards self and schools, and a decrease in delinquency; and in **health and wellness** it increases the young adults physical activity, knowledge of nutrition and health practices, and over all emotional and physical wellbeing.

Delhaven Community Center has since the beginning believes in the foundation that children and young adults are our future, our responsibility to nurture and teach, and our responsibility to be there as best we can to help them develop and make positive life choices.

Tim Seal
Executive Director

Eric Benavidez
Program Director

Delhaven Community Center

Job Placement

Delhaven will be place youth in areas that emphasize in developing our youths' interests and providing them with the experience needed to help guide them to a career. Our placements will be primarily focused in the areas of climate education, food insecurity, and providing social emotional learning as the community and primarily youth in our community move towards COVID-19 recovery.

Program Placements		
Delhaven Resource Center	DCC Learning Center	Programs TBD
Afterschool Programs		

Environment and Safety

Delhaven programs provide a safe, healthy and nurturing environment for all youth. Programs are designed to ensure that young people are physically and emotionally secure, respected and accepted for who they are.

Physical Environment:

La Puente Community Center / La Puente Park/ Delhaven Community Center/Delhaven Resource Center/ due to the nature of the work various other locations within the surrounding area will also be used as necessary.

City Facility Usage

a) Delhaven Community Center (DCC) will utilize La Puente Park outdoor physical fitness equipment No special arrangements needed as we will utilize during normal park hours when available.
b) DCC will utilize one room in the LP community center for programming/activities one (1) time a week- schedule to be coordinated with the city
c) City of La Puente will provide DCC with areas that are in need of the service with specifics

Social Environment:

To encourage youth engagement and motivation. We strive to ensure the emotional climate of the program is always positive, characterized by mutually respectful, supportive and professional interactions among staff and students. The expectations for youth staff are clearly defined and are well known.

Staff Files / Record Keeping

We follow very strict record keeping protocol for maintaining all staff files and record keeping relevant to the employee that follow HIPAA policies and procedures. All files are maintained in a locked file cabinet in the Executive Directors office and kept for 15 years. Only the HIPAA stated Executive Director, Executive Advisor, or Program Director have access of any relevant staff files

Marketing

Information regarding DCC programs, including address and phone numbers are available on the Delhaven website. The program maintains normal working hours aligned with our main office if there are any questions. Delhaven also utilizes social media to promote, market, and communicate and receive feedback. A quarterly newsletter is sent through all DCC staff, participants, families, and local community. Regular flyers announcing upcoming events or calendar changes are distributed accordingly. All written materials are done in English and Spanish. Delhaven participates in multiple job fairs each year community, high school and colleges events

Documentation

Delhaven Community Center will keep the following documentation in regards to all tasks assigned to this project.

1) Number of youths participating in the program
2) Number of youths that complete full program (1 year or summer program)
3) Percentage of youth employed in program who remain in college or stable employment
4) Percentage of youth employed after completion of program
5) Percentage of youth who report job satisfaction after one year of employment
6) Percentage of youth who report an interest in a career in public service after one year of employment.
7) Number of youths employed who were previously unemployed
8) Number of youths who complete full program
9) percentage of youth employed who remain in college or stable employment
10) percentage of youth employed after completion of program
11) percentage of youth who report job satisfaction in employment via survey
12) Percentage of youth who report an interest in a career in public service after one year of employment.
13) Percentage of youth employed in public service after one year

14)Job training evaluations

Tim Seal, Executive Director of Delhaven Community Center

Email: tim.seal@delhavencc.org / phone: (951)206-7832

Tim was born and raised in La Puente, and a graduate of William Workman High School. Tim began at Delhaven when he was just 7 years old as a participant. He soon became a Junior High leader, Senior Leader, Assistant Coordinator, Program Coordinator, Program Director, and now Executive Director- a program he has held for over 20 years. Tim was instrumental in developing the evolution of our after-school programs which continues today. He is extremely active in our local community and several charities and foundations that also benefit the children and special needs population including President of the La Puente Kiwanis Club, Board member of the City of Industry Rotary Club, Vice President of the Gabriel Foundation and Co Chairman of the Industry Hills Charity Pro Rodeo. Tim studied at California State Polytechnic University for his Bachelor's Degree in Therapeutic Recreation

Eric Benavidez, Program Director

Email: Eric.Benavidez@delhavencc.org

Eric was born and raised in La Puente, and a graduate of La Puente High School. Eric started at Delhaven when he was 6 years old as a participant. Eric too worked his way up the staff ranks at Delhaven, with many years' experience as a volunteer, a leader, a coordinator, and now Director of the After School Programs and Summer Day Camp program- a position he has held for over 15 years. Eric has been the key component in the development of the ASES program here at Delhaven. Eric is a member of the La Puente Kiwanis club where he serves as the advisor to the La Puente High School Key Club and the Advisor to the Sierra Vista Middle School Builders Club. Eric studied at California State University, Fullerton for his Bachelor's Degree in Psychology, and later received his Teaching Credential through UCLA.

Program Coordinator -TBD

- Coordinate and implement job development and placement programs; assist youth in the development of job plans related to assessment and training opportunities; consult area bushiness for placement possibilities.
- Consult area employers of job development program.
- Analyze skills needed to complete job responsibilities; assist instructors in teaching these skills to students.
- Facilitate assessment process for youth.
- Develop youth employment plans
- Provide on-going contact with youth from placement through completion.
- Provide training in social and employability skills necessary for retraining employment and

consideration for advancement.

- Complete necessary reports and submit to appropriate supervisor.
- Arrange transportation when necessary to youth for work related business and activities.
- 60% Admin duties- 40% hands on providing in person on site training

Staffing/Training

Delhaven will recruit staff from local high schools, universities and community colleges to find individuals who are focused on creating a positive learning environment. Delhaven is currently registered with and recruits through:

- Mount San Antonio College
- Cal Poly Pomona
- Cal State University Fullerton
- Citrus Junior College
- Azusa Pacific University
- Rio Hondo Junior College

We certify that all DELHAVEN COMMUNITY CENTER employees are in compliance with: (1) Abuse and Neglect Reporting Act guidelines for Mandated Reporter as mandated by California Penal Code §11164-11174;. (2) Fingerprinting and background checks to include its contractors, agents and volunteers, pursuant to Education Code, Section 45125.1(e);. (3) Have on file current documentation of Tuberculosis Screening and negative TB Test results to include contractors, subcontractors, agents and volunteers. (4) Cardiopulmonary Resuscitation (CPR) Certificate, (5) First Aid Training Certificate.

Delhaven provides ongoing professional development through regular meetings, offsite training, online training and workshops

Delhaven will also utilize other resources based on assessed staff and program needs.

We plan a Professional Development calendar that provides our staff with the knowledge and tools to become better leaders Here are some of the topics on our 2022-23 Professional Development Calendar:

Mandated Reporting	Sexual Harassment	Emergency Procedures: Active Shooters
First Aid & CPR	Conflict management	De-escalation Strategies
Social Emotional Learning	Volunteerism	

Employee Correction Plan

As situations arise it may be determined that an employee could benefit from additional mentoring/training. When this is identified, administrative staff will offer hands on training, set goals for the staff and will offer continued guidance until such time, as we feel the needed corrections have been made. All actions taken by administrative staff are documented and kept in the employee's personnel file.

Delhaven Community Center

Community Partnerships and Collaboration

Delhaven programs recognize that a quality program seeks to develop, maintain, and strengthen collaborations that engage diverse community members, city leaders, business leaders and community-based organizations in the development, implementation and support of out of all programs. Recent Community collaborators/partnerships include:

- City of La Puente and City of La Puente City Council
- City of Industry and City of Industry City Council
- The office of Senator Susan Rubio
- The California Highway Patrol
- Los Angeles County Sheriff's Department
- Industry Youth Athletic League
- La Puente High School

Annual Projected Budget

Total Expenses	Estimated **$532,312**
Staffing	Estimated **$425,250**
25 Employed Youth 6hrs 50 days	$425,250.00
Administrative Costs	Estimated **$52,602**
Office Supplies/Copies	$2,000.00
Workmans comp/taxes	$18,702.00
Coordinator-Admin	$29,400.00
Promotion Materials	$2,500.00
Wrap Around Services	Estimated **$54,460**
Coordinator-on site training/assistance	$19,600.00
Stipends/Awards/Meals/bus passes/gas cards	$10,850.00
Pre Employment-Fingerprints/TB Test/First Aid CPR	$7,810.00
Professional Development	$4,500.00
Transportation-Vehicle/Driver	$11,700.00

Address any reply to: P.O. Box 2350, L[illegible]ngeles, Calif. 90053

Department of the Treasury

LA:EO:76:299

District Director

Internal Revenue Service

Date: FEB 26 1976 | In reply refer to: J. Jones L-178, Code ~~XXX~~ EOG-2

Determination Section (213) 688-4553

Delhaven Community Center
15302 East Francisquito
La Puente, California 91744

Purpose: Charitable
Accounting Period Ending: December 31

Gentlemen:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code.

We have further determined you are not a private foundation within the meaning of section 509(a) of the Code, because you are an organization described in section 509(a)(2).

You are not liable for social security (FICA) taxes unless you file a waiver of exemption certificate as provided in the Federal Insurance Contributions Act. You are not liable for the taxes imposed under the Federal Unemployment Tax Act (FUTA).

Since you are not a private foundation, you are not subject to the excise taxes under Chapter 42 of the Code. However, you are not automatically exempt from other Federal excise taxes. If you have any questions about excise, employment, or other Federal taxes, please let us know.

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

If your purposes, character, or method of operation is changed, please let us know so we can consider the effect of the change on your exempt status. Also, you should inform us of all changes in your name or address.

(Over) Form L-178 (Rev. 8-73)

CALIFORNIA STATE BOARD OF EQUALIZATION

ORGANIZATIONAL CLEARANCE CERTIFICATE FOR WELFARE OR VETERANS' ORGANIZATION EXEMPTION

Organization Name and Mailing Address:

Delhaven Community Center
P.O. Box 847

La Puente CA 91747

THIS CERTIFICATE NUMBER MUST BE SUBMITTED TO A COUNTY WHEN FILING A CLAIM FOR WELFARE OR VETERANS' ORGANIZATION EXEMPTION.

Organization Information:

Date of Certificate:	12/11/03
BOE Ex. No.:	3762
Type:	Charitable
Corp. ID:	748109
Fiscal Year First Qualified:	Information Unavailable

In accordance with section 254.6 of the Revenue and Taxation Code, the Board has determined that this organization meets the organizational requirements of section 214.

BOE-277-OC (10-03)

NOTICE TO ORGANIZATIONS GENERAL INFORMATION REGARDING WELFARE OR VETERANS' ORGANIZATION EXEMPTION

Your claim for an Organizational Clearance Certificate has been reviewed and a determination has been made that your organization meets the organizational requirements for exemption under section 214. A claim for the organizational clearance certificate will be mailed to the organization periodically to verify and update information. The claim form must be completed, signed, and filed with the Board, along with supporting documents, in order to maintain eligibility for the certificate. The Board may institute an audit or verification of the organization to determine whether the organization meets the organizational requirements of Revenue and Taxation Code section 214, as required by section 15618 of the Government Code. If you have any questions concerning the organizational requirements, you may contact the State Board of Equalization, Property and Special Taxes Department, Assessment Policy and Standards Division, Exemptions Section, at 916-445-3524.

The Assessor may not approve a property tax exemption claim on any property until the claimant has been issued a valid Organizational Clearance Certificate under section 254.6. The Assessor may deny a claim for the exemption, notwithstanding that the claimant has been granted an organizational clearance certificate. Claim forms for the welfare or veterans' organization exemption for property newly acquired by an organization may be obtained from the Assessor in the county where the property is located.

Annually, claims for the welfare and veterans' organization exemptions and supplemental affidavits, if required, must be filed on or before February 15 with the application to the applicable Assessor to avoid a late filing penalty under section 270. (A separate claim must be filed for each property location.) The Assessor will review all claims to determine that the organization continues to use its property for qualifying purposes and activities, as specified in section 214. Any questions relating to section 214 requirements regarding qualifying purposes and uses of the property may be directed to the Assessor.

OF CALIFORNIA

FRANCHISE TAX BOARD
SACRAMENTO, CALIFORNIA 95867
Telephone (916) 355-0392

February 26, 1976

In reply refer to
344:GN:jl/g

Delhaven Community Center
15302 E. Francisquito
La Puente, CA 91744

Purpose:	Charitable
Form of Organization:	Corporation
Accounting Period Ending:	December 31
Organization Number:	748109

Based on the information submitted and provided your present operations continue unchanged or conform to those proposed in your application, you are exempt from state franchise or income tax under Section 23701d, Revenue and Taxation Code. Any change in operation, character or purpose of the organization must be reported immediately to this office so that we may determine the effect on your exempt status. Any change of name or address also must be reported.

You are required to file Form 199 (Exempt Organization Annual Information Return) or Form 199B (Exempt Organization Annual Information Statement) on or before the 15th day of the 5th month (4-1/2 months) after the close of your accounting period. See annual instructions with forms for requirements.

You are not required to file state franchise or income tax returns unless you have income subject to the unrelated business income tax under Section 23731 of the Code. In this event, you are required to file Form 109 (Exempt Organization Business Income Tax Return) by the 15th day of the 3rd month (2- 1/2 months) after the close of your annual accounting period.

Contributions made to you are deductible by donors as provided by Sections 17214 through 17216.2 and 24357 through 24359 of the Code, unless your purpose is testing for Public Safety.

If the organization is incorporating, this approval will expire unless incorporation is completed with the Secretary of State within 30 days.

Exemption from federal income or other taxes and other state taxes requires separate applications.

This exemption effective as of December 8, 1975.

Jim Giroud
Supervisor
Exempt Organizations

☐ cc: Secretary of State (Corp.)
cc: Registrar of Charitable Trusts

FTB 4206 (11-75)

If your gross r.. ipts each year are normally mo. than $5,000, you are required to file Form 990, Return of Organization Exempt From Income Tax, by the 15th day of the fifth month after the end of your annual accounting period. The law imposes a penalty of $10 a day, up to a maximum of $5,000, for failure to file a return on time.

You are not required to file Federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

Please keep this determination letter in your permanent records.

Sincerely yours,

W. H. Connett

W. H. Connett
District Director

yrs

Form L-178 (Rev. 8-73)

List of References

Organization Name: City of Industry
Point of Contact: Mayor Cory Moss
Telephone Number: (626)216-6428
Email: cmoss@industryexpocenter.com

Organization Name: City of West Covina
Point of Contact: City Manager Dave Carmany
Telephone Number: (310)529-0411

Organization Name: State Senator Susan Rubio
Point of Contact: Giselle M. Sorial, MPA District Director
Address: 100 S. Vincent Ave., Ste. 401, West Covina, CA 91790
Telephone Number: (626)430-2499
Email Address: Giselle.Sorial@sen.ca.go

Organization Name: Office of Los Angeles Mayor Gil Garcetti
Point of Contact: Field Deputy Tammy Barreras
Email Address: tam.barreras@gmail.com

HACIENDA LA PUENTE UNIFIED SCHOOL DISTRICT
BALDWIN ACADEMY
1616 GRIFFITHS • LA PUENTE, CA 91744 • (626) 933.3701 • (626) 855-3701

Lilia Picado, Principal

February 5, 2020

To Whom It May Concern:

This is letter is in support for the Del Haven Community Center. I have had the privilege of working with this wonderful organization for almost eight years. When I first became principal of Baldwin, the coordinator and support staff came in to introduce themselves. During our introductory meeting, it quickly became apparent that they had good communication and were very supportive.

The services and support that are provided by Del Haven Community Center and staff are hard to quantify. The coordinator and staff provide a safe and nurturing after school program to approximately 150 students both on our campus and at the Del Haven Community Center. There is always a long wait list and that is a testament to their work ethic and structure that is provided to our students. They provide a myriad of enriching activities and students are always eager to engage with them.

Del Haven Community Center not only provides an extended day child care support, but they support our families that are in need. Every Thanksgiving Holiday they donate a full meal to 50 of our families and they also deliver them. Additionally, the staff supports families that may need additional assistance during Christmas as well. We are provided a questionnaire that in essence provides a wish list for the children and adults. The Del Haven staff wraps all of these gifts and gives to adult in the family so that they can in turn give to the family on Christmas.

I cannot say enough about all of the support our families receive from this center. Mr. Benavides and Ms. Flores have excellent communication. The entire administrative staff has been a pleasure to work with. The services that are provided are integral to us.

Sincerely,

Mrs. Lilia Picado
Principal
Baldwin Academy
Hacienda La Puente Unified School District

ADDENDUM J

HACIENDA LA PUENTE UNIFIED SCHOOL DISTRICT
CALIFORNIA ELEMENTARY SCHOOL
1111 CALIFORNIA AVENUE • LA PUENTE, CA 91744 • (626) 933-5201 • (626) 855-3712

Kim Lee, Principal

January 29, 2020

To Whom It May Concern:

Del Haven Community Center has serviced our after school program for many years. Every year, the program services approximately 120 students with after school care, time to complete school assignments, various activities such as - robotics, runner's marathon, science, art, athletics, talent show and more. They also provide snacks and supper for each student.

What makes Del Haven Community Center so special is that they have been part of the community for the past 47 years. Many of the families and students that attend California School, also attend various events and programs sponsored by Del Haven.

From the beginning, Del Haven has impressed me daily. They are great communicators and truly work with the school as a solid partnership in the success of every student. I have known both Eric Benevides, Program Director and Jacklene Martinez, Program Coordinator are extremely thorough, builds positive relations with parents, child and school and also supports all school-wide initiatives. They also demonstrate enthusiasm, integrity and ethical conduct.

Del Haven is an exceptional after school program and they are a highly valued team player and it is with confidence in their continued success that I recommend Del Haven Community Center as a candidate for an after school program. If you require further information, please contact me at: (626) 933-5201 or kimlee@hlpusd.k12.ca.us.

Sincerely,

Kim Lee
Principal
California Elementary School

ADDENDUM J

Vision Statement:
The Hacienda La Puente Unified School District is a community committed to developing lifelong learners who value themselves and the diversity of all people; apply decision-making skills leading to responsible actions; and use creativity, critical thinking, and problem solving in meeting the challenges of a changing society.

THIS SUBRECIPIENT AGREEMENT (the "Agreement") is made and entered as of November 15, 2022, by and between the CITY OF LA PUENTE, a municipal corporation ("City"), and GOODWILL INDUSTRIES OF SOUTHERN CALIFORNIA. a California nonprofit public benefit corporation ("Subrecipient").

RECITALS:

WHEREAS Subrecipient is a tax-exempt non-profit public benefit corporation whose mission is to; develop and transform disadvantaged youth in the San Gabriel Valley by providing academic, vocational, and leadership development while employing them to provide valuable services to improve their communities and the natural environment.

WHEREAS the City was awarded the sum of $3, 600,000.00 (Three Million Six Hundred Thousand Dollars) by California Volunteers under its 2021 Californians For All Youth Job Corps RFA and seeks to expand its partnership with Subrecipient;

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual terms and conditions herein, the parties agree as follows:

1. **Project.** Goodwill Southern California will provide youth employment opportunities, with a focus on serving youth within La Puente City Limits. This includes engaging in community services, special events, senior services, veterinary care/ no-kill shelter support activities, and community food distribution/ food banks, see as follow

B. Community Service Special Events: Youth shall assist the staff at La Puente Community Center during special events, including but not limited to the summer lunch program, Spring Egg Hunt, Movies in the Park, Concerts in the park, National Night Out, Día De Los Muertos, Veterans Day, Holiday Parade and Tree Lightning. Tasks will include assisting with event setup, takedown/cleanup, and assisting members of the public.

C. Senior Services: Youth will work at the Senior Center assisting with planning and instructing recreational classes, scheduling transportation for medical appointments and outings, assist with the distribution of meals for consumption at the Senior Center and pre-packaging meals for seniors that do not have the ability to leave their home.

D Veterinary Care/No-kill shelter: Youth will be taught the proper care of animals brought in by residents who cannot afford veterinary care or cannot afford food for their animals. These shelters and veterinary facilities provide food, medicine, and care to residents experiencing financial hardships. Some of the tasks may include but are not limited to working directly to assist a licensed veterinarian with basic and routine non-medical tasks, office support, creating a healthy environment, preparing food, feeding the animals, and cleaning cages and other facilities. This program exposes youth to veterinary science.

E Community Food Distribution/Food Banks: Youth will assist with food inventory, separate perishables and non-perishables, and create baskets for distribution. In addition, youth may be tasked with participating in mobile food distributions, drive-through pantries, and no-contact distributions.

2. **Term.** The term of this Agreement shall commence on November 15, 2022 (the "Commencement Date") and shall terminate on, November 15, 2023 (the "Expiration Date"). The term of this Agreement may be renewed for one (1) additional year at the option of the City Manager. This Agreement does not reimburse any expenditure incurred by Subrecipient prior to the Commencement Date and does not reimburse any expenditure made after the Expiration Date without the City Manager's written authorization to extend the term.

3. **Budget; Project Proposal Form.**

A. The City shall reimburse Subrecipient for the reasonable and verifiable costs actually incurred in the performance of the Program under this Agreement, not to exceed a maximum reimbursement of **$ $970,500.00.** Subrecipient shall not submit any request for reimbursement to the City nor shall the City reimburse Subrecipient for costs for which Subrecipient is reimbursed from a source other than the funds allocated for work under this program.

B. Subrecipient shall submit, in a form reasonably prescribed by the City, requests for reimbursement of project expenditures on a monthly basis. Subrecipient agrees to furnish all supporting documents related to the reimbursement request as required by the City, including, but not limited to, employee timesheets, payroll documents, and other accounting records. Subrecipient shall certify that all expenditures submitted for reimbursement are legitimate project expenditures.

C. Funds allocated pursuant to this Agreement shall be used exclusively for costs incurred by Subrecipient in the performance of the Project under this Agreement. No funds paid by the City to Subrecipient under this Agreement shall be used as security or to guarantee payments for any non-Project obligations, nor as loans for non-Project activities.

D. The City shall designate and approve Projects to be undertaken as reflected in the Project Proposal and Scope of Work detailed in Exhibit "A", attached hereto, and incorporated herein by this reference.

4. **Orientation.** The City and Subrecipient shall jointly hold orientation meetings from time to time, initially with Subrecipient personnel at the commencement of the Project to explain the technical aspects, safety considerations, and any other aspects necessary for successful execution of the Project, and then later as appropriate and required.

5. **Work to be Performed.** Subrecipient shall implement the Project described in this Agreement fully in accordance with the terms of the 2022 Californians For All Youth Job Corps RFA and the City's application thereunder for funds to carry out the Project, including without limitation, compliance with applicable provisions of the U.S. Department of Treasury Coronavirus State and Local Fiscal Recovery Funds Interim Final Rule, the Compliance and Reporting Guidance for State and Local Fiscal Recovery Funds, and the Compliance and Reporting User Guide. Subrecipient shall also undertake and assume the same obligations to the City that the City has undertaken under the 2022 Californians For All Youth Job Corps RFA.

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6.**Project Commencement.**

A. The Project Approval Form shall specify which of the following permits, plans and specifications shall be the responsibility of City and which shall be the responsibility of Subrecipient: approvals and permits required by any other state, federal, or local agency which may be necessary to commence construction or operation of the Project, adequate plans and specifications, sufficient funds, materials, supplies, equipment, adequate technical supervision, and any special labor requirements to complete the Project.

B. Subrecipient shall coordinate with trade unions or other labor organizations to resolve problems pertaining to any element of the Project. However, if a problem arises, Subrecipient may withdraw from any element of the Project having the problems.

7. **Program Coordination.**

A. The City Manager or designee shall coordinate the Project with Subrecipient and shall render overall supervision of the progress and performance of this Agreement by the City.

B. Subrecipient's Executive Director shall have overall responsibility for performance of this Agreement and for coordinating with the City. If the Executive Director is replaced during the term of this Agreement, Subrecipient shall notify the City immediately of such occurrence. The Executive Director and Subrecipient staff will fully cooperate with the City relating to the Project, areas of concern, and the impact of the Project on residents of the City.

8. **Permission Granted.** After a Project Approval Form is approved, Subrecipient, its contractors, officers, agents, and subcontractors shall have permission to enter upon that certain City-owned real property specified in the Project Approval Form for the purpose set forth in said form. The permission granted by this Section is limited to a reasonable area around the Project site and ingress and egress thereto and is limited to the dates contemplated for completion of the Project as specified on the Project Approval Form.

9. **Payment of Costs.**

A. The Project shall be undertaken at Subrecipient' sole cost and expense on a reimbursement basis, except for a Project where the City materials and supplies are to be used as specified in the Project Approval Form and except where the parties have agreed in writing to other payment arrangements prior to or simultaneous with approval of a Project.

B. Subrecipient acknowledges and agrees that if the actual cost of a Project exceeds the estimated cost on the Project Approval Form, the City is not responsible for the difference and shall not reimburse Subrecipient for any additional costs incurred, unless those additional costs are due to additions or changes to the Project which were requested by the City.

10. Title to Improvements. Title to all improvements, if any, constructed in whole or in part on lands owned or controlled by the City shall vest in the City upon completion or final inspection of the Project, whichever is sooner.

11. Emergencies. Temporary suspension or permanent cessation of a Project may be required due to emergency conditions. Under such circumstances, the City and Subrecipient shall mutually agree on the postponement of a Project and who should bear the costs incurred due to said postponement.

12. Time and Progress.

A. Subrecipient shall begin work on each Project in conformity with the provisions set forth herein and shall work with diligence so as to complete the Project according to the time schedule in the Project Approval Form.

B. Subrecipient shall work so that the completed Project shall be comparable to that specified in the Project Approval Form. Subrecipient and the City shall notify each other and obtain approval from each other prior to any change in the time schedule.

13. Use of Premises.

A. Subrecipient shall confine construction equipment, the storage of materials and equipment, and the operations of workers to each Project site and areas identified in and permitted by the City and shall not unreasonably encumber same with construction equipment or other materials or equipment.

B. During the work, Subrecipient shall keep each Project site and said areas free from accumulations of waste, rubbish, and debris. Upon completion of the Project, Subrecipient shall remove all waste, rubbish and debris from and about each Project site and said areas as well as all tools, equipment, machinery, and surplus materials, and shall leave the Project site and said areas clean and ready for occupancy by the City. Subrecipient shall restore to original condition all property not designated for alteration by this Agreement.

C. Subrecipient shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Subrecipient subject any part of the Project or adjacent property to stresses or pressures that will endanger them.

14. Rights of Entry and Inspection. City, its officials, agents and employees shall at all times have the right of entry and free access to the Project site and areas identified in and permitted by the Project Approval Form and right to inspect all work done, labor performed, and materials furnished in and about the Project and to inspect all books, contracts, and records of Subrecipient pertaining to the Project.

15. Progress Reports.

A. Subrecipient shall keep the City Manager or designee informed on all phases of the Project. Without limiting the foregoing, until the Project has been completed, Subrecipient shall prepare and submit to the City Quarterly Performance Reports corresponding to the quarters of the Agreement year, as follows:

Quarter 1 = July--September
Quarter 2 = October--December
Quarter 3 = January--March
Quarter 4 = April--June.

B. A complete Quarterly Performance Report must be received by the City within 30 days after the end of Quarters 1, 2 and 3, and within 10 days of June 30'[1-1] after the 4th Quarter and shall contain such detail as may be reasonably requested by the City.

16. **Project Supervision.** Work on a Project shall be under the immediate supervision of Subrecipient's program managers. The city may provide such operation supervision, technical assistance, guidelines and inspection as the City considers necessary to properly complete the Project. Subrecipient expressly warrants that neither Subrecipient nor any of Subrecipient employees shall represent themselves to be employees or agents of the City.

17. **Signs.** Subrecipient shall not construct, maintain, place or allow any signs, exhibits, displays, emblems, or logos on any Project site without the prior approval of the City Manager or designee. Subrecipient shall not use the City's logo in the performance of the Project without the prior approval of the City Manager or designee.

18. **Compliance with Laws**. Subrecipient shall comply with all applicable local, state and federal laws, ordinances, rules, and regulations pertaining to the Project, including but not limited to any environmental specifications on the Project Approval Form, and shall obtain such permits, licenses, and certificates required by all federal, state and local government authorities.

19. **Insurance.** As a condition precedent to the effectiveness of this Agreement, Subrecipient shall procure and maintain at Subrecipient's expense for the duration of this Agreement from an insurance company that is admitted to write insurance in the State of California or that has a rating of or equivalent to an A: VIII by A.M. Best and Company the following insurance:

(a) Commercial general liability insurance naming the City of La Puente, its officials, employees, and agents as additional insureds from and against claims, demands, causes of action, expenses, costs, or liability for injury to or death of persons, or damage to or loss of property arising out of any manner connected to Subrecipient's operations or performance under this Agreement in an amount not less than One Million Dollars ($1,000,000) per occurrence and not less than Two Million Dollars ($2,000,000) general aggregate. Such insurance shall not exclude or limit coverage for broad form contractual liability, cross-liability protection, independent contractors liability, abuse or molestation liability, or products and completed operations liability.

(b) Workers' compensation coverage as required by the California Labor Code and employer's liability insurance in an amount not less than One Million Dollars ($1,000,000) per accident or occupational illness.

(c) Commercial automobile liability insurance equivalent in coverage scope to ISO form CA 00 01 06 92 in an amount not less than Five Hundred Thousand Dollars ($500,000) combined single limit per accident for bodily injury and property damage covering Auto Symbol 1 (All Autos).

(d) Sexual Abuse and Molestation Liability Insurance endorsement to the commercial general liability insurance in amounts of not less than One Million Dollars ($1,000,000) per occurrence.

Subrecipient shall deliver to the City certificates of insurance and original endorsements for approval as to sufficiency and form prior to the start of performance hereunder. The certificates and endorsements for each insurance policy shall contain the original signature of a person authorized by that insurer to bind coverage on its behalf. No "Claims made" policies shall be acceptable. This insurance shall not be deemed to limit Subrecipient's liability relating to performance under this Agreement. The City reserves the right to require complete certified copies

of said policies at any time. Any modification or waiver of the insurance requirements herein shall be made only with the prior written approval of the City's Risk Manager. The procuring of insurance shall not be construed as a limitation on liability or as full performance of the indemnification provisions of this Agreement.

20. Indemnity. Subrecipient shall, with respect to services performed in connection with this Agreement, indemnify and hold harmless the City, its Boards, Commissions, and their officials, employees and agents (collectively in this Section, "City") from and against any and all liability, claims, demands, damage, loss, causes of action, proceedings, penalties, costs and expenses (including attorney's fees, court costs, and expert and witness fees) (collectively "Claims" or individually "Claim"). Claims include allegations and include by way of example but are not limited to: Claims for property damage, personal injury or death arising in whole or in part from any negligent act or omission of Subrecipient, its officers, employees, agents, or anyone under Subrecipient control (collectively "Indemnitor"); Subrecipient breach of this Agreement; misrepresentation; willful misconduct; and Claims by any employee of Indemnitor relating in any way to workers' compensation. Independent of the duty to indemnify and as a free-standing duty on the part of Subrecipient, Subrecipient shall defend City and shall continue such defense until the Claim is resolved, whether by settlement, judgment or otherwise. No finding or judgment of negligence, fault, breach, or the like on the part of Indemnitor shall be required for the duty to defend to arise. Subrecipient shall notify the City of any claim within ten (10) days. Likewise, the City shall notify Subrecipient of any claim, shall tender the defense of such claim to Subrecipient, and shall assist Subrecipient, as may be reasonably requested, in such defense.

Subrecipient's Representations and Warranties. Subrecipient represents and warrants: (a) that Subrecipient is a duly organized and validly existing nonprofit public benefit corporation in good standing under the laws of the State of California; (b) that Subrecipient is a tax-exempt public charity under Section 501(c)(3) of the U.S. Internal Revenue Code; (c) that the form, terms and provisions of this Agreement have been approved in all respects by Subrecipient's governing board at a meeting duly noticed and held; (d) that Subrecipient's Executive Director has been duly authorized to execute and deliver this Agreement on behalf of Subrecipient; (e) that Subrecipient's execution, delivery and performance of this Agreement are not in contravention of any provision of law, or of any agreement, by which Subrecipient is bound; (f) no action or proceeding is now pending or, to the best of Subrecipient's knowledge, is threatened, against Subrecipient, in equity or otherwise, before any court, board, commission, agency or instrumentality of the Federal Government or any state government or of any municipal government or any agency or subdivision thereof; or before any arbitrator or panel of arbitrators; (g) Subrecipient is not in default in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in any material contractual obligation of Subrecipient, and no condition exists which with the giving of notice or the lapse of time or both would constitute such a default; (h) all financial statements furnished to City by Subrecipient are true, correct and complete and all other information previously furnished by or on behalf of Subrecipient to City in connection with this Agreement is true, complete and correct in all material respects and does not fail to state any material fact necessary to make the statements made not misleading; and (i) no material adverse change in the operations or financial condition of Subrecipient has occurred since the City received the notice of intent to award on March 25, 2022.

Nondiscrimination. In connection with performance of this Agreement and subject to applicable rules and regulations, Subrecipient shall not discriminate against any employee or applicant for employment because of race, religion, national origin, color, age, sex, sexual orientation, AIDS, HIV status, handicap, or disability. Subrecipient shall ensure that applicants are

employed, and that employees are treated during their employment, without regard to these bases. Such actions shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Amendment and Waiver. This Agreement shall not be amended except in writing signed by the parties which expressly refers to this Agreement. The acceptance of work or the payment of any money by the City shall not operate as a waiver of any provision of this Agreement, or of any right to damages or indemnity stated in this Agreement. The waiver of any breach of this Agreement shall not constitute a waiver of any other or subsequent breach of this Agreement.

24. **Governing Law; Venue.** Except where federal law preempts, this Agreement shall be governed by and construed pursuant to the laws of the State of California (except those provisions of California law pertaining to conflicts of law). In the event that suit is brought by either party hereunder, the parties agree that trial of such action shall be had in any state or federal court of competent jurisdiction located in Los Angeles County, California.

25. Integration. This Agreement constitutes the entire understanding between the parties and supersedes all other agreements, oral or written, with respect to the subject matter herein.

26. Books and Records.

A. Subrecipient shall maintain ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements for a minimum period of three (3) years, or for any longer period required by law, from the date of any final payment to Subrecipient on a Project.

B. Subrecipient shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or expiration of this Agreement.

C. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such documents shall be provided to the City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Subrecipient' address shown herein. Subrecipient shall reimburse the City for all costs incurred to investigate and audit Subrecipient's performance of its duties under this Agreement if Subrecipient is subsequently found to have violated the terms of this Agreement. Such reimbursement shall include all direct and indirect expenditures incurred by the City to conduct the investigation or audit. The City may deduct all such costs from any amount due Subrecipient under this Agreement.

D. Where the City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Subrecipient, the City may, by written request, require that custody of the records be given to the City and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by Subrecipient, its representatives, or successors-in-interest.

E. Subrecipient acknowledges that its participation in this program is subject to various state and federal laws and regulations, including, but not limited to, the Single Audit Act, and agrees to bear the expense for compliance with applicable laws and regulations.

27. Independent Contractor. In performing services hereunder, Subrecipient is and shall act as an independent contractor and not an employee, representative, or agent of the City. Subrecipient shall be free to contract for similar services to be performed for others during the term of this Agreement. Subrecipient acknowledges and agrees that (a) the City will not withhold taxes of any kind from Subrecipient' compensation, (b) City will not secure workers' compensation or pay unemployment insurance to, for or on Subrecipient's behalf, and (c) the City will not provide and Subrecipient is not entitled to any of the usual and customary rights, benefits or privileges of City employees.

28. Severability of Provisions. If any term or condition of this Agreement is found to be invalid, ineffective, void, or unenforceable for any reason whatsoever, all other terms and conditions shall remain in full force and effect.

29. Unforeseen Delays. Neither the City nor Subrecipient shall be deemed in violation of this Agreement if prevented from performing any of the obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortage of material, Act of God, acts of public enemy, acts of superior governmental authority, weather conditions, riots, rebellion, sabotage or any other circumstance which is not within its control.

30. No Religious or Political Activities. Subrecipient agrees that Subrecipient shall not perform or permit any religious proselytizing or political activities in connection with the performance of the Project under this Agreement. No funds reimbursed by the City to Subrecipient under this Agreement shall be used to promote any religious or political activities.

31. Mechanic's Lien. Subrecipient shall keep each Project site free of any mechanic's or materialman's lien. If a mechanic's or materialman's lien is imposed on any Project site, Subrecipient shall: (a) Record a valid release of lien; or (b) Procure and record a lien release bond in accordance with Section 3143 of the California Civil Code issued by a surety authorized to do business in California and providing for payment of any sum recovered by claimant. Any costs in obtaining relief under this Section shall be the sole responsibility of Subrecipient and shall not be reimbursed by the City.

32. Notice. Any notice required hereunder or desired to be given by either party shall be in writing and personally delivered or deposited in the U.S. Postal Service, first class, postage prepaid to the following address of each party:

City: City of La Puente

c/o Robert Lindsey, City Manager

15900 E. Main Street

La Puente, CA 91744

Subrecipient: Goodwill Industries of Southern California

c/o Lois G. Lerner, Executive Director

342 N San Fernando Road

Los Angeles, CA 90031

Notice of change of address shall be given in the same manner as stated herein for other notices. Notice shall be deemed given on the date received (or the date delivery is refused) by the party to whom delivery is made.

33. Readings. The various headings and numbers herein and the sequence of provisions hereof are for convenience only, shall not be considered a part hereof, and shall have no bearing on the construction or interpretation hereof.

34. Assignment. Subrecipient shall have no right to assign this Agreement or any interest therein without the express prior written approval of the City. Any purported attempt by Subrecipient to assign any performance of the Project under this Agreement shall be null and void and shall constitute a material breach of this Agreement.

35. Interpretation. If any questions arise as to the proper interpretation of the terms and specifications or any Project undertaken pursuant to this Agreement, the decision of the City Manager or designee shall be final.

36. Suspension and Termination.

A. The City reserves the right to suspend or terminate this Agreement and payment of costs in whole or in part for cause. "Cause" shall include but not be limited to: (1) Ineffective or improper use of funds; or (2) Failure to comply with any material provision of this Agreement, including exhibits. If the City elects to exercise its right under this Subsection (A), the City shall notify Subrecipient of the City's intent to suspend or terminate the Agreement, specify the reason(s), and furnish a description of corrective action to be taken by Subrecipient if relying on Subsection (A)(2). Subrecipient shall have ten (10) calendar days in which to respond. If Subrecipient does not respond to the satisfaction of the City, the City may, in its sole discretion, continue, suspend, or terminate the Agreement. Notwithstanding the foregoing, any suspension or termination of this Agreement shall not relieve the City of its obligation to defray appropriate costs incurred by Subrecipient prior to said suspension or termination.

B. In addition to the termination remedies described above, either party may terminate the Agreement by giving thirty (30) days prior notice to the other party, specifying the date on which termination shall take effect.

37. No Third-Party Beneficiary. This Agreement is not intended or designed to or entered for the purpose of creating any benefit or right for any person or entity of any kind that is not a party to this Agreement.

38. Conflicts of Interest. Subrecipient shall furnish to the City, prior to the City's execution of this Agreement, a written list of all current or proposed subgrantees/subcontractors, vendors or personal service providers, including subsidiaries and affiliates of Subrecipient. This list should be limited to those subgrantees/subcontractors, vendors or personal service providers, including subsidiaries and affiliates of Subrecipient, which will receive $10,000 or more during the term of this Agreement. Such a list shall include the names, addresses, telephone numbers, and identification of principal party (ies), and a description of services to be provided. During the term

of this Agreement, Subrecipient shall notify the City in writing of any change in the list of subgrantees/subcontractors, vendors, personal service providers, subsidiaries or affiliates of Subrecipient within fifteen (15) days of change.

39. <u>Federal Requirements.</u>

39.1 Conflict of Interest. No employee, officer or agent of the sub-recipient shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

39.2 Equal Employment Opportunity. During the performance of this Agreement, the Subrecipient agrees as follows:

39.2.1 The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Subrecipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

39.2.2 The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

39.2.3 The Subrecipient will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided, advising the said labor union or workers' representative of the Subrecipient commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

39.2.4 The Subrecipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

39.2.5 The Subrecipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

39.2.6 In the event of the Subrecipient noncompliance with the nondiscrimination clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or

suspended in whole, or in part, and the Subrecipient may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

39.2.7 The Subrecipient will include the provisions of Paragraph 1a through 1g in every subcontract or purchase order unless exempted by rule, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Subrecipient will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

39.3 Civil Rights Act. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

39.4 Section 109 of the Housing and Community Development Act of 1974. No person in the United States on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

39.5 Age Discrimination Act of 1975. No person in the Unites States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

39.6 Anti-Lobbying Certification. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding any Federal contract, the cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding any Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form LLL, “Disclosure Form to Report Lobbying” in accordance with its instructions.

39.7 Subrecipient agrees to abide by all applicable federal laws and regulations applicable to projects involving Coronavirus State and Local Fiscal Recovery Funds.

IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all of the formalities required by law as of the date first stated herein.

"CITY"
City of La Puente

By:_____
Bob Lindsey, City Manager

"CONSULTANT"
GOODWILL INDUSTRIES OF SOUTHERN CALIFORNIA, a California nonprofit public benefit corporation

By:_____

Attest:

By:_____
Sheryl Garcia, City Clerk

Approved as to form:

By:_____
City Attorney

Exhibit A

Project Proposal and Scope of Work

Proposal for CaliforniansForAll Youth Workforce Development Program

Goodwill Southern California, which operates the East San Gabriel Valley AJCC (ESGV AJCC) proposes to serve 29 participants' ages 18-30 years old through the CaliforniaForAll Youth Workforce Development Program.

Mission Statement: Since 1916, Goodwill Southern California's mission has been to Transform Lives through the Power of Work. We serve individuals with disabilities and disadvantages by providing education, training, work experience and job placement services.

Goal:

Goodwill Southern California aims to Increase youth employment, develop career pathways, and address key areas of food Insecurity, climate, and COVID-19 recovery. Goodwill Southern California provides holistic careers services by addressing issues that prevent people from gaining productive employment, and by connecting youth with a good career path, and providing key supportive services our participants will be more connected to their community and motivated in the workforce.

Population to Serve:

We traditionally serve disconnected youth, which can include low income, foster or former foster youth, those that have been justice involved, or are unemployed and/or out of school.

Recruitment:

Goodwill Southern California recruits our pipeline of long-term partners which includes local educational entities and other community-based organizations that serve our target population.

Services:

Paid Work Experience (PWEX) is the core of the service we plan to provide with the funding from this grant. This would include:

- 960 hrs. of PWEX per individual
- $19.00 per hour
- Worksites in Food Insecurity, Climate, and COVID-19
- Career Based Workshops that would offer $50 stipends per participant

Outcomes:

As part of our service plan to our participants, we will provide full PWEX Performance Evaluations at the start, midpoint, and end of their training. This will help to highlight the strengths, and areas of improvement for our participants, providing critical workforce skills. Additionally, we will help connect our participants to other AJCC programs including job opportunities for continued career growth.

Service Flow:

The inforgraphic above depicts the traditional cycle that our participants take. Our program traditioinally takes one year to get throught after beginning orientation, all the way through finishing their PWEX. Participants at the end of the program have new vital career skills, important knowledge of how to behave in the workplace, and can move on to other potential AJCC opportunities that fit their desired career path.

Program Budget:

La Puente Budget Proposal	Total
Administrative Cost	$ 97,050.00
Paid Work Experience- 29 clients, 960 hours @ $19/hr. +30% Fringe	$ 687,648.00
Wrap-Around Services	$ 185,802.00
Total Budget	$ 970,500.00

THIS SUBRECIPIENT AGREEMENT (the "Agreement") is made and entered as of November 15, 2022, by and between the CITY OF LA PUENTE, a municipal corporation ("City"), and SAN GABRIEL VALLEY CONSERVATION AND SERVICE CORPS. a California nonprofit public benefit corporation ("Subrecipient").

RECITALS:

WHEREAS Subrecipient is a tax-exempt non-profit public benefit corporation whose mission is to; develop and transform disadvantaged youth in the San Gabriel Valley by providing academic, vocational, and leadership development while employing them to provide valuable services to improve their communities and the natural environment.

WHEREAS the City was awarded the sum of $3, 600,000.00 (Three Million Six Hundred Thousand Dollars) by California Volunteers under its 2021 Californians For All Youth Job Corps RFA and seeks to expand its partnership with Subrecipient;

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual terms and conditions herein, the parties agree as follows:

1. **Project.** The City hereby engages Subrecipient to implement and provide youth employment opportunities with a focus (collectively, the "Project"): A. Providing youth employment opportunities with a focus on serving youth within La Puente City limits with a focus on city park operations and maintenance, urban forestry, snack bar operations, city facilities maintenance, city beautification, and community food distribution/food banks as follows

B. Parks Operations and Maintenance: Youth will perform routine O & M activities. At La Puente Park and La Puente Creek Nature Educational Center, youth will clean/disinfect park surfaces/playgrounds/gym equipment, and plant and care for trees and vegetation. At the Urban Orchard (to be developed by the City in collaboration with the San Gabriel Valley Conservation Corps), youth will perform traditional park O & M activities, while also conducting specialized care for vegetation, collection of produce for the public, and leading educational orchard tours for the general public..

C. Urban Forestry: Youth will participate in pruning, and general tree care of trees and vegetation in parks, as well as landscaping along streets, medians, and facilities within the public right of way. Urban forestry may also include specialized plant care for the Urban Orchard.

D. Snack Bar: Snack Bar operations will be conducted at the snack bar located in La Puente Park where fresh food and drinks are served. Duties shall include stocking food and drinks, preparing and cleaning work areas, greeting the public, responding to inquiries and cashiering.

E. City Facilities Maintenance: The City Facilities Maintenance Team will be responsible for performing routine general cleaning, including but not limited to daily trash removal, dusting, restocking/cleaning restrooms, sweeping/mopping/vacuuming, cleaning/disinfecting tables and counters, and cleaning cleaning/disinfecting community surfaces (handrails, water fountains, vending machines, etc.)

F. City Beautification: Youth will participate in illegal dumpsite cleanups, hauling away and properly disposing of large items such as mattresses, furniture, tires, other debris. Litter

Abatement will be conducted remove litter throughout the City. Sidewalk pressure washing services shall include regularly scheduled pressure washing of sidewalks that accompanies the removal of dirt and stains, cleaning of public trash cans in the public right of way, removal of gum and other substances/objects that may adhere to sidewalk surfaces, and the placement of clearly legible "Caution" signs on sidewalks for the duration of cleaning activities.

2. **Term.** The term of this Agreement shall commence on November 15, 2022 (the "Commencement Date") and shall terminate on, November 15, 2023 (the "Expiration Date"). The term of this Agreement may be renewed for one (1) additional year at the option of the City Manager. This Agreement does not reimburse any expenditure incurred by Subrecipient prior to the Commencement Date and does not reimburse any expenditure made after the Expiration Date without the City Manager's written authorization to extend the term.

3. **Budget; Project Proposal Form.**

A. The City shall reimburse Subrecipient for the reasonable and verifiable costs actually incurred in the performance of the Program under this Agreement, not to exceed a maximum reimbursement of **$ 2,089,825.00.** Subrecipient shall not submit any request for reimbursement to the City nor shall the City reimburse Subrecipient for costs for which Subrecipient is reimbursed from a source other than the funds allocated for work under this program.

B. Subrecipient shall submit, in a form reasonably prescribed by the City, requests for reimbursement of project expenditures on a monthly basis. Subrecipient agrees to furnish all supporting documents related to the reimbursement request as required by the City, including, but not limited to, employee timesheets, payroll documents, and other accounting records. Subrecipient shall certify that all expenditures submitted for reimbursement are legitimate project expenditures.

C. Funds allocated pursuant to this Agreement shall be used exclusively for costs incurred by Subrecipient in the performance of the Project under this Agreement. No funds paid by the City to Subrecipient under this Agreement shall be used as security or to guarantee payments for any non-Project obligations, nor as loans for non-Project activities.

D. The City shall designate and approve Projects to be undertaken as reflected in the Project Proposal and Scope of Work detailed in Exhibit "A", attached hereto, and incorporated herein by this reference.

4. **Orientation.** The City and Subrecipient shall jointly hold orientation meetings from time to time, initially with Subrecipient personnel at the commencement of the Project to explain the technical aspects, safety considerations, and any other aspects necessary for successful execution of the Project, and then later as appropriate and required.

5. **Work to be Performed.** Subrecipient shall implement the Project described in this Agreement fully in accordance with the terms of the 2022 Californians For All Youth Job Corps RFA and the City's application thereunder for funds to carry out the Project, including without limitation, compliance with applicable provisions of the U.S. Department of Treasury Coronavirus State and Local Fiscal Recovery Funds Interim Final Rule, the Compliance and Reporting Guidance for State and Local Fiscal Recovery Funds, and the Compliance and

Reporting User Guide. Subrecipient shall also undertake and assume the same obligations to the City that the City has undertaken under the 2022 Californians For All Youth Job Corps RFA.

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6. **Project Commencement.**

A. The Project Approval Form shall specify which of the following permits, plans and specifications shall be the responsibility of City and which shall be the responsibility of Subrecipient: approvals and permits required by any other state, federal, or local agency which may be necessary to commence construction or operation of the Project, adequate plans and specifications, sufficient funds, materials, supplies, equipment, adequate technical supervision, and any special labor requirements to complete the Project.

B. Subrecipient shall coordinate with trade unions or other labor organizations to resolve problems pertaining to any element of the Project. However, if a problem arises, Subrecipient may withdraw from any element of the Project having the problems.

7. **Program Coordination.**

A. The City Manager or designee shall coordinate the Project with Subrecipient and shall render overall supervision of the progress and performance of this Agreement by the City.

B. Subrecipient's Executive Director shall have overall responsibility for performance of this Agreement and for coordinating with the City. If the Executive Director is replaced during the term of this Agreement, Subrecipient shall notify the City immediately of such occurrence. The Executive Director and Subrecipient staff will fully cooperate with the City relating to the Project, areas of concern, and the impact of the Project on residents of the City.

8. **Permission Granted.** After a Project Approval Form is approved, Subrecipient, its contractors, officers, agents, and subcontractors shall have permission to enter upon that certain City-owned real property specified in the Project Approval Form for the purpose set forth in said form. The permission granted by this Section is limited to a reasonable area around the Project site and ingress and egress thereto and is limited to the dates contemplated for completion of the Project as specified on the Project Approval Form.

9. **Payment of Costs.**

A. The Project shall be undertaken at Subrecipient' sole cost and expense on a reimbursement basis, except for a Project where the City materials and supplies are to be used as specified in the Project Approval Form and except where the parties have agreed in writing to other payment arrangements prior to or simultaneous with approval of a Project.

B. Subrecipient acknowledges and agrees that if the actual cost of a Project exceeds the estimated cost on the Project Approval Form, the City is not responsible for the difference and shall not reimburse Subrecipient for any additional costs incurred, unless those additional costs are due to additions or changes to the Project which were requested by the City.

10. Title to Improvements. Title to all improvements, if any, constructed in whole or in part on lands owned or controlled by the City shall vest in the City upon completion or final inspection of the Project, whichever is sooner.

11. Emergencies. Temporary suspension or permanent cessation of a Project may be required due to emergency conditions. Under such circumstances, the City and Subrecipient shall mutually agree on the postponement of a Project and who should bear the costs incurred due to said postponement.

12. Time and Progress.

A. Subrecipient shall begin work on each Project in conformity with the provisions set forth herein and shall work with diligence so as to complete the Project according to the time schedule in the Project Approval Form.

B. Subrecipient shall work so that the completed Project shall be comparable to that specified in the Project Approval Form. Subrecipient and the City shall notify each other and obtain approval from each other prior to any change in the time schedule.

13. Use of Premises.

A. Subrecipient shall confine construction equipment, the storage of materials and equipment, and the operations of workers to each Project site and areas identified in and permitted by the City and shall not unreasonably encumber same with construction equipment or other materials or equipment.

B. During the work, Subrecipient shall keep each Project site and said areas free from accumulations of waste, rubbish, and debris. Upon completion of the Project, Subrecipient shall remove all waste, rubbish and debris from and about each Project site and said areas as well as all tools, equipment, machinery, and surplus materials, and shall leave the Project site and said areas clean and ready for occupancy by the City. Subrecipient shall restore to original condition all property not designated for alteration by this Agreement.

C. Subrecipient shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Subrecipient subject any part of the Project or adjacent property to stresses or pressures that will endanger them.

14. Rights of Entry and Inspection. City, its officials, agents and employees shall at all times have the right of entry and free access to the Project site and areas identified in and permitted by the Project Approval Form and right to inspect all work done, labor performed, and materials furnished in and about the Project and to inspect all books, contracts, and records of Subrecipient pertaining to the Project.

15. Progress Reports.

A. Subrecipient shall keep the City Manager or designee informed on all phases of the Project. Without limiting the foregoing, until the Project has been completed, Subrecipient shall prepare and submit to the City Quarterly Performance Reports corresponding to the quarters of the Agreement year, as follows:

Quarter 1 = July--September
Quarter 2 = October--December

Quarter 3 = January--March
Quarter 4 = April--June.

B. A complete Quarterly Performance Report must be received by the City within 30 days after the end of Quarters 1, 2 and 3, and within 10 days of June 30[1-1] after the 4th Quarter and shall contain such detail as may be reasonably requested by the City.

16. **Project Supervision.** Work on a Project shall be under the immediate supervision of Subrecipient's program managers. The city may provide such operation supervision, technical assistance, guidelines and inspection as the City considers necessary to properly complete the Project. Subrecipient expressly warrants that neither Subrecipient nor any of Subrecipient employees shall represent themselves to be employees or agents of the City.

17. **Signs.** Subrecipient shall not construct, maintain, place or allow any signs, exhibits, displays, emblems, or logos on any Project site without the prior approval of the City Manager or designee. Subrecipient shall not use the City's logo in the performance of the Project without the prior approval of the City Manager or designee.

18. **Compliance with Laws**. Subrecipient shall comply with all applicable local, state and federal laws, ordinances, rules, and regulations pertaining to the Project, including but not limited to any environmental specifications on the Project Approval Form, and shall obtain such permits, licenses, and certificates required by all federal, state and local government authorities.

19. **Insurance.** As a condition precedent to the effectiveness of this Agreement, Subrecipient shall procure and maintain at Subrecipient's expense for the duration of this Agreement from an insurance company that is admitted to write insurance in the State of California or that has a rating of or equivalent to an A: VIII by A.M. Best and Company the following insurance:

(a) Commercial general liability insurance naming the City of La Puente, its officials, employees, and agents as additional insureds from and against claims, demands, causes of action, expenses, costs, or liability for injury to or death of persons, or damage to or loss of property arising out of any manner connected to Subrecipient's operations or performance under this Agreement in an amount not less than One Million Dollars ($1,000,000) per occurrence and not less than Two Million Dollars ($2,000,000) general aggregate. Such insurance shall not exclude or limit coverage for broad form contractual liability, cross-liability protection, independent contractors liability, abuse or molestation liability, or products and completed operations liability.

(b) Workers' compensation coverage as required by the California Labor Code and employer's liability insurance in an amount not less than One Million Dollars ($1,000,000) per accident or occupational illness.

(c) Commercial automobile liability insurance equivalent in coverage scope to ISO form CA 00 01 06 92 in an amount not less than Five Hundred Thousand Dollars ($500,000) combined single limit per accident for bodily injury and property damage covering Auto Symbol 1 (All Autos).

(d) Sexual Abuse and Molestation Liability Insurance endorsement to the commercial general liability insurance in amounts of not less than One Million Dollars ($1,000,000) per occurrence.

Subrecipient shall deliver to the City certificates of insurance and original endorsements for approval as to sufficiency and form prior to the start of performance hereunder. The certificates and endorsements for each insurance policy shall contain the original signature of a person authorized by that insurer to bind coverage on its behalf. No "Claims made" policies shall be acceptable. This insurance shall not be deemed to limit Subrecipient's liability relating to performance under this Agreement. The City reserves the right to require complete certified copies of said policies at any time. Any modification or waiver of the insurance requirements herein shall be made only with the prior written approval of the City's Risk Manager. The procuring of insurance shall not be construed as a limitation on liability or as full performance of the indemnification provisions of this Agreement.

20. Indemnity. Subrecipient shall, with respect to services performed in connection with this Agreement, indemnify and hold harmless the City, its Boards, Commissions, and their officials, employees and agents (collectively in this Section, "City") from and against any and all liability, claims, demands, damage, loss, causes of action, proceedings, penalties, costs and expenses (including attorney's fees, court costs, and expert and witness fees) (collectively "Claims" or individually "Claim"). Claims include allegations and include by way of example but are not limited to: Claims for property damage, personal injury or death arising in whole or in part from any negligent act or omission of Subrecipient, its officers, employees, agents, or anyone under Subrecipient control (collectively "Indemnitor"); Subrecipient breach of this Agreement; misrepresentation; willful misconduct; and Claims by any employee of Indemnitor relating in any way to workers' compensation. Independent of the duty to indemnify and as a free-standing duty on the part of Subrecipient, Subrecipient shall defend City and shall continue such defense until the Claim is resolved, whether by settlement, judgment or otherwise. No finding or judgment of negligence, fault, breach, or the like on the part of Indemnitor shall be required for the duty to defend to arise. Subrecipient shall notify the City of any claim within ten (10) days. Likewise, the City shall notify Subrecipient of any claim, shall tender the defense of such claim to Subrecipient, and shall assist Subrecipient, as may be reasonably requested, in such defense.

Subrecipient's Representations and Warranties. Subrecipient represents and warrants: (a) that Subrecipient is a duly organized and validly existing nonprofit public benefit corporation in good standing under the laws of the State of California; (b) that Subrecipient is a tax-exempt public charity under Section 501(c)(3) of the U.S. Internal Revenue Code; (c) that the form, terms and provisions of this Agreement have been approved in all respects by Subrecipient's governing board at a meeting duly noticed and held; (d) that Subrecipient's Executive Director has been duly authorized to execute and deliver this Agreement on behalf of Subrecipient; (e) that Subrecipient's execution, delivery and performance of this Agreement are not in contravention of any provision of law, or of any agreement, by which Subrecipient is bound; (f) no action or proceeding is now pending or, to the best of Subrecipient's knowledge, is threatened, against Subrecipient, in equity or otherwise, before any court, board, commission, agency or instrumentality of the Federal Government or any state government or of any municipal government or any agency or subdivision thereof; or before any arbitrator or panel of arbitrators; (g) Subrecipient is not in default in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in any material contractual obligation of Subrecipient, and no condition exists which with the giving of notice or the lapse of time or both would constitute such a default; (h) all financial statements furnished to City by Subrecipient are true, correct and complete and all other information previously furnished by or on behalf of Subrecipient to City in connection with this Agreement is true, complete and correct in all material respects and does not fail to state any material fact necessary to make the statements made not misleading; and (i) no material adverse

change in the operations or financial condition of Subrecipient has occurred since the City received the notice of intent to award on March 25, 2022.

Nondiscrimination. In connection with performance of this Agreement and subject to applicable rules and regulations, Subrecipient shall not discriminate against any employee or applicant for employment because of race, religion, national origin, color, age, sex, sexual orientation, AIDS, HIV status, handicap, or disability. Subrecipient shall ensure that applicants are employed, and that employees are treated during their employment, without regard to these bases. Such actions shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Amendment and Waiver. This Agreement shall not be amended except in writing signed by the parties which expressly refers to this Agreement. The acceptance of work or the payment of any money by the City shall not operate as a waiver of any provision of this Agreement, or of any right to damages or indemnity stated in this Agreement. The waiver of any breach of this Agreement shall not constitute a waiver of any other or subsequent breach of this Agreement.

24. **Governing Law; Venue.** Except where federal law preempts, this Agreement shall be governed by and construed pursuant to the laws of the State of California (except those provisions of California law pertaining to conflicts of law). In the event that suit is brought by either party hereunder, the parties agree that trial of such action shall be had in any state or federal court of competent jurisdiction located in Los Angeles County, California.

25. Integration. This Agreement constitutes the entire understanding between the parties and supersedes all other agreements, oral or written, with respect to the subject matter herein.

26. Books and Records.

A. Subrecipient shall maintain ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements for a minimum period of three (3) years, or for any longer period required by law, from the date of any final payment to Subrecipient on a Project.

B. Subrecipient shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or expiration of this Agreement.

C. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such documents shall be provided to the City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Subrecipient' address shown herein. Subrecipient shall reimburse the City for all costs incurred to investigate and audit Subrecipient's performance of its duties under this Agreement if Subrecipient is subsequently found to have violated the terms of this Agreement. Such reimbursement shall include all direct and indirect expenditures incurred by the City to conduct the investigation or audit. The City may deduct all such costs from any amount due Subrecipient under this Agreement.

D. Where the City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Subrecipient, the City may, by written request, require that custody of the records be given to the City and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by Subrecipient, its representatives, or successors-in-interest.

E. Subrecipient acknowledges that its participation in this program is subject to various state and federal laws and regulations, including, but not limited to, the Single Audit Act, and agrees to bear the expense for compliance with applicable laws and regulations.

27. Independent Contractor. In performing services hereunder, Subrecipient is and shall act as an independent contractor and not an employee, representative, or agent of the City. Subrecipient shall be free to contract for similar services to be performed for others during the term of this Agreement. Subrecipient acknowledges and agrees that (a) the City will not withhold taxes of any kind from Subrecipient' compensation, (b) City will not secure workers' compensation or pay unemployment insurance to, for or on Subrecipient's behalf, and (c) the City will not provide and Subrecipient is not entitled to any of the usual and customary rights, benefits or privileges of City employees.

28. Severability of Provisions. If any term or condition of this Agreement is found to be invalid, ineffective, void, or unenforceable for any reason whatsoever, all other terms and conditions shall remain in full force and effect.

29. Unforeseen Delays. Neither the City nor Subrecipient shall be deemed in violation of this Agreement if prevented from performing any of the obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortage of material, Act of God, acts of public enemy, acts of superior governmental authority, weather conditions, riots, rebellion, sabotage or any other circumstance which is not within its control.

30. No Religious or Political Activities. Subrecipient agrees that Subrecipient shall not perform or permit any religious proselytizing or political activities in connection with the performance of the Project under this Agreement. No funds reimbursed by the City to Subrecipient under this Agreement shall be used to promote any religious or political activities.

31. Mechanic's Lien. Subrecipient shall keep each Project site free of any mechanic's or materialman's lien. If a mechanic's or materialman's lien is imposed on any Project site, Subrecipient shall: (a) Record a valid release of lien; or (b) Procure and record a lien release bond in accordance with Section 3143 of the California Civil Code issued by a surety authorized to do business in California and providing for payment of any sum recovered by claimant. Any costs in obtaining relief under this Section shall be the sole responsibility of Subrecipient and shall not be reimbursed by the City.

32. Notice. Any notice required hereunder or desired to be given by either party shall be in writing and personally delivered or deposited in the U.S. Postal Service, first class, postage prepaid to the following address of each party:

City: City of La Puente

c/o Robert Lindsey, City Manager

15900 E. Main Street

La Puente, CA 91744

Subrecipient: San Gabriel Valley Conservation and Services Corps.

c/o Norma Quinones, Executive Director

10900Mulhall St.

El Monte, CA 91731

Notice of change of address shall be given in the same manner as stated herein for other notices. Notice shall be deemed given on the date received (or the date delivery is refused) by the party to whom delivery is made.

33. Readings. The various headings and numbers herein and the sequence of provisions hereof are for convenience only, shall not be considered a part hereof, and shall have no bearing on the construction or interpretation hereof.

34. Assignment. Subrecipient shall have no right to assign this Agreement or any interest therein without the express prior written approval of the City. Any purported attempt by Subrecipient to assign any performance of the Project under this Agreement shall be null and void and shall constitute a material breach of this Agreement.

35. Interpretation. If any questions arise as to the proper interpretation of the terms and specifications or any Project undertaken pursuant to this Agreement, the decision of the City Manager or designee shall be final.

36. Suspension and Termination.

A. The City reserves the right to suspend or terminate this Agreement and payment of costs in whole or in part for cause. "Cause" shall include but not be limited to: (1) Ineffective or improper use of funds; or (2) Failure to comply with any material provision of this Agreement, including exhibits. If the City elects to exercise its right under this Subsection (A), the City shall notify Subrecipient of the City's intent to suspend or terminate the Agreement, specify the reason(s), and furnish a description of corrective action to be taken by Subrecipient if relying on Subsection (A)(2). Subrecipient shall have ten (10) calendar days in which to respond. If Subrecipient does not respond to the satisfaction of the City, the City may, in its sole discretion, continue, suspend, or terminate the Agreement. Notwithstanding the foregoing, any suspension or termination of this Agreement shall not relieve the City of its obligation to defray appropriate costs incurred by Subrecipient prior to said suspension or termination.

B. In addition to the termination remedies described above, either party may terminate the Agreement by giving thirty (30) days prior notice to the other party, specifying the date on which termination shall take effect.

37. No Third-Party Beneficiary. This Agreement is not intended or designed to or entered for the purpose of creating any benefit or right for any person or entity of any kind that is not a party to this Agreement.

38. Conflicts of Interest. Subrecipient shall furnish to the City, prior to the City's execution of this Agreement, a written list of all current or proposed subgrantees/subcontractors, vendors or personal service providers, including subsidiaries and affiliates of Subrecipient. This list should be limited to those subgrantees/subcontractors, vendors or personal service providers, including subsidiaries and affiliates of Subrecipient, which will receive $10,000 or more during the term of this Agreement. Such a list shall include the names, addresses, telephone numbers, and identification of principal party (ies), and a description of services to be provided. During the term of this Agreement, Subrecipient shall notify the City in writing of any change in the list of subgrantees/subcontractors, vendors, personal service providers, subsidiaries or affiliates of Subrecipient within fifteen (15) days of change.

39. Federal Requirements.

39.1 Conflict of Interest. No employee, officer or agent of the sub-recipient shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

39.2 Equal Employment Opportunity. During the performance of this Agreement, the Subrecipient agrees as follows:

39.2.1 The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Subrecipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

39.2.2 The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

39.2.3 The Subrecipient will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided, advising the said labor union or workers' representative of the Subrecipient commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

39.2.4 The Subrecipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

39.2.5 The Subrecipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and

will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

39.2.6 In the event of the Subrecipient noncompliance with the nondiscrimination clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole, or in part, and the Subrecipient may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

39.2.7 The Subrecipient will include the provisions of Paragraph 1a through 1g in every subcontract or purchase order unless exempted by rule, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Subrecipient will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

39.3 Civil Rights Act. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

39.4 Section 109 of the Housing and Community Development Act of 1974. No person in the United States on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

39.5 Age Discrimination Act of 1975. No person in the Unites States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

39.6 Anti-Lobbying Certification. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding any Federal contract, the cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding any Federal

contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

39.7 Subrecipient agrees to abide by all applicable federal laws and regulations applicable to projects involving Coronavirus State and Local Fiscal Recovery Funds.

IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all of the formalities required by law as of the date first stated herein.

"CITY"
City of La Puente

By:_____
Bob Lindsey, City Manager

Attest:

By:_____
Sheryl Garcia, City Clerk

Approved as to form:

By:_____
City Attorney

"CONSULTANT"
SAN GABRIEL VALLEY CONSERVATION AND SERVICE CORPS, a California nonprofit public benefit corporation

By:_____

Exhibit A

Project Proposal and Scope of Work

La Puente Youth Workforce Development Program

City of La Puente
Attn: City Clerk's Office
15900 E. Main Street
La Puente, CA 91744

Prepared by:
San Gabriel Valley Conservation Corps
10900 Mulhall St.
El Monte, CA 91731

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Execution hereof is certification that the undersigned has read and understands the terms and conditions hereof, and that the undersigned's principal is fully bound and committed.

Organization Name: SAN GABRIEL VALLEY CONSERVATION AND SERVICE CORPS

Mailing Address: 10900 MULHALL ST. EL MONTE CA 91731

Street Address: 10900 MULHALL ST.

City: EL MONTE State: CA Zip: 91731

Remit to Address: (SAME AS ABOVE)

City: State: Zip:

Phone#: (626) 655 - 0015 FAX #: (___)

Vendor Website (if applicable): www.sgvcorps.org

Name: NORMA QUIÑONES

Title: EXECUTIVE DIRECTOR

Signature: Norma Quiñones Date: 10/17/22

Email: EXEC@sgvcorps.org

2. Introduction

The mission of the San Gabriel Valley Conservation Corps (SGVCC) is to develop and transform disadvantaged youth in the San Gabriel Valley by providing academic, vocational, and leadership development while also employing them to provide valuable services to improve their communities and the natural environment. For the last 19 years, SGVCC has provided valuable services to youth, disadvantaged communities, and our environment. These services include paid job training, case management, and educational opportunities for youth to earn a high school diploma.

While in the job readiness program, youth participate in a variety of environmental/ conservation projects that enhances and beautifies our surrounding San Gabriel Mountains and local green space. Over 16 full-time staff members contribute to the supervision, administration and management of the projects and workforce development program. These projects require hard work and focused effort that builds self-efficacy and confidence amongst our participants over the length of the program. This powerful combination of skill enhancement while also benefiting our environment and communities creates a unique and rewarding experience for youth. Program participants get paid an hourly wage to train and carry out projects. The training includes a series of industry recognized certifications, certificates and life skills workshops that provides education on career advancement. Youth in need of a high school diploma can earn it by enrolling at either of the YouthBuild Charter School of California sites in the cities of El Monte or Pomona.

The SGVCC case management department provides social services, barrier removal, goal setting and goal achievement, mentoring, monthly, development/ educational interventions, job readiness, and transition assistance to participants enrolled in any of our programs. Over the years, these services have led to reduced recidivism and family sustaining employment.

SGVCC's finance department manages public funds—city, county, state, and federal—with transparency and integrity. Accurate and timely financial reporting on grants and projects as well as budget monitoring are managed throughout the terms of each project by the accounting department in collaboration with the administrative and program staff. To date, SGVCC has received $36 million in total grants and contributions since inception. SGVCC executes a multitude of contracts totaling more than $2 million each year. Reporting and all fiduciary responsibilities are completed internally, utilizing the existing accounting department and internal control procedures.

The SGVCC main headquarters is located at the Jeff Seymour Family Center in the city of El Monte and will function as the main staff and equipment headquarters for the duration of the project. If you have any questions, please feel free to reach out to me at (626) 655-0015.

Norma Quiñones

Norma Quiñones,
Executive Director

3. Subgrantee List

N/A

4. Scope of Work

The proposed scope includes the timeline, deliverables, services offered by the San Gabriel Valley Conservation Corps to youth aged 16-30, and reporting procedures.

4.1 Timeline

The youth workforce development program will begin with participant recruitment in November 2022 and will enroll on an ongoing basis until 2024. The program will run from January 2023 to June 30th 2024.

4.2 Deliverables

The San Gabriel Valley Conservation Corps Job Readiness Training Program will focus on hiring 50 youth (16-30) primarily from the city of La Puente and engage participants with effective job training, certification attainment, and a robust experience that will help them advance in life.

Priority program enrollment will be given to youth who:
- Have not participated in AmeriCorps program
- May have difficulty finding employment
- Are low-income, unemployed, and/or out of school
- Are or were justice-involved
- Former or currently in foster care services
- Are engaged with the mental health or substance abuse system

The program participants, regarded to as corpsmembers, will undergo a training program that consists of up to 999 hours of workforce development, certified trainings and an assortment of job readiness and life skills workshops while engaging in on-the-job training (OJT). Corpsmembers will earn certifications in OSHA 10, First Aid/CPR, Microsoft Word and/or Excel and certificates for completing the Wilderness Survival Training and SGVCC Tool Control Program training.

Each Program participant will receive:

- Up to 999 paid job training hours
- (1) OSHA 10 certification
- (1) First Aid/ CPR certification
- (1) Microsoft Word and/or Excel certificate
- (1) Wilderness Survival Certificate of Completion
- (1) SGVCC Tool Control Certificate Program
- (5) Life Skills Workshops
- (5) Job Readiness Workshops

4.3 Services Provided

The job training hours will consist of a variety of implementation projects which includes parks operation and maintenance, urban forestry, city beautification and addressing local food insecurity. All services provided will be conducted in coordination with city staff and assigned personnel.

Parks Operations and Maintenance (O&M): Under the supervision of SGVCC crew supervisors and city staff, program participants will perform routine O&M activities at La Puente Park and Puente Creek Nature Educational Center, youth will clean/disinfect park surfaces/playgrounds/gym equipment, and plant and care for trees and vegetation. At the Urban Orchard (to be developed by the city in collaboration with the San Gabriel Valley Conservation Corps), youth will perform traditional park O&M activities, while also conducting specialized care for the vegetation, collection of produce for the public, and leading educational orchard tours for the public.

Urban Forestry: Under the supervision of SGVCC staff and crew supervisors, youth will learn how to prune, and provide general care of trees and vegetation in parks. This also includes greenways such as landscaping along streets, medians, and other facilities within the public right-of-way. Urban forestry may also include specialized plant care for the Urban Orchard.

City Beautification: Under the supervision of SGVCC staff and crew supervisors, youth will participate in illegal dumpsite cleanups, hauling away and properly disposing of large bulky items and debris. The beautification projects also include litter abatement which will be conducted throughout the city. SGVCC currently has pressure washers that will be used to provide pressure washing services. Program participants will be trained to safely operate all equipment including the pressure washer. The beautification crews will ensure regular pressure washing of sidewalks to; remove dirt, stains, gum, and other substances/objects that may adhere to sidewalk surfaces. Public trash cans in the right-of-way will also be cleaned out and crews will ensure placement of clearly legible “Caution” signs on sidewalks for the duration of cleaning activities.

Snack Bar Operations: Snack bar operations will be conducted at the snack bar located in La Puente Park where fresh food and drinks are served. SGVCC will coordinate with city staff to ensure proper scheduling and duties are covered. The snack bar duties shall include stocking food and drinks, preparing and cleaning work areas, greeting the public, responding to inquiries, and cashiering.

Community Food Distribution/Food Banks: Under the supervision of SGVCC staff and crew supervisors, participants will assist with addressing food insecurity in La Puente and surrounding communities in need. Proper coordination will be conducted to ensure proper management of resources and duties. Tasks include conducting food inventory, separating perishables, and non-perishables, and create baskets for distribution. In addition, youth may be tasked with participating in mobile food distributions, drive-through pantries, and no-contact distributions.

4.4 Reporting

SGVCC staff will be timely and responsible with the following reporting requirements:

#	Metrics	Period
1	Number of youths participating in program	Monthly
2	Number of youths employed in each service area	Monthly
3	Number of youths enrolled in job/readiness training program	Monthly
4	Number of youths completing job/readiness training program	Monthly
5	Average wage and hours worked of participants across program	Monthly
6	Number of youths employed in program who were previously unemployed	Monthly
7	Number of youths who fully complete the program	Monthly
8	Percentage of youth employed in program who remain in college or stable employment	Monthly
9	Percentage of youth employed after completion of program	Monthly
10	Percentage of youth who report job satisfaction after one year of employment, as reported by survey	Monthly
11	Percentage of youth who report an interest in a career in public service after one year of employment, as measured by a survey	Monthly
12	Percentage of youth employed in public service after one year of employment	Monthly
13	Job training evaluations	Monthly
14	Quarterly Progress Reports	Quarterly
15	Information/ data/ member stories will be requested for annual report	Annual

5. References

1. Name: Joseph Martinez

   Organization/ Profession: City of Industry Expo Center, Field Operations Project Manager

   Contact Number: 626-945-1094

   Email: jmartinez@cnc-eng.com

2. Name: Justin Aguilar

   Organization/ Profession: City of Industry Expo Center, Field Operations Project Manager

   Contact Number: 626- 893-8221

   Email: jaguilar@cnc-eng.com

3. Name: Christopher Ortiz

   Organization/ Profession: City of El Monte, Public Works Operations Superintendent

   Contact Number: 626-580-2250

   Email: cortiz@elmonteca.gov

6. Schedule of Prices

YOUTH WORKFORCE DEVELOPMENT PROGRAM

SCHEDULE OF PRICES

The undersigned hereby proposes and agrees to furnish all of the materials, labor, equipment, transportation and services related to the Youth Workforce Development Program.

Bidders shall provide a detailed proposal of work and include a proposed program budget. Proposed budgets must contain the following three (3) cost categories:

Category #1 – Administrative Costs (maximum 10% of total direct costs)

$189,984

Category #2 – Wrap Around Service Costs (maximum 40% of total direct costs)

$729,812

Category #3 – Participant Wages & Benefits.

$1,170,029

Total: $2,279,809

All proposed costs must be contained within these categories. Failure to submit a budget containing the foregoing cost categories may result in disqualification of the bid.

Proposed program budgets shall be included with the bid submission as "Attachment A".

The prices included in "Attachment A" include incidental and appurtenant work and materials necessary for satisfactory completion of the work. In the case of discrepancies between words and figures, the words shall govern.

10/17/22

DATE

NORMA QUIÑONES

PROPOSER

By: Norma Quiñones

EXECUTIVE DIRECTOR

TITLE

Attachment A- Program Budget

San Gabriel Valley Conservation Corps

12- 16 month project performance period

Budget Item	Relationship to Project Goals and Strategies	#	Hourly Rate	# hours	REQUEST	MATCH OR IN-	TOTAL PROJECT COST
Category 1							
Indirect @10%					$189,984		$189,984
CATEGORY 1 TOTAL					**$189,984**		**$189,984**
Category 2 Wrap Around Services (40% max)							
Program Manager (New Hire)	Program coordination, training facilitation, and project planning	1	$ 27.00	1000	$27,000		$27,000
Program Coordinator (New Hire)	Assists in program coordination, training facilitation and project	1	$ 25.00	750	$18,750		$18,750
Field Supervisor	project supervision and implementation	4	$ 24.00	2,080	$199,680		$199,680
Case Manager	Wrap around services, barrier removal and counseling	2	$ 24.00	2,800	$134,400		$134,400
Outreach Coordinator	Recruitment, outreach event coordination	1	$ 21.00	1,280	$26,880		$26,880
Data Collection Specialist (New Hire)	Assist in data collection and evaluation	1	$ 28.00	500	$14,000		$14,000
Associate Director	Hiring, program development, program compliance	1	$ 30.00	360	$10,800		$10,800
Category 2: Fringe Benefits							
Worker's Compensation Ins, Payroll Tax at 22%					$94,932		$94,932
Category 2: Certifications and Operating Expenses							
OSHA 10 certification (participants, staff, supervisors)		56	50		$2,800		$2,800
First Aid Certification (participants, staff, supervisors)		56	40		$2,240		$2,240
Wilderness Survival Skills Certification (participants, staff, supervisors)		56	55		$3,080	$ -	$3,080
Fuel Costs					$25,000		$25,000
Uniform Supplies (participants + supervisors)	Uniforms and supplies needed for project work that	60	300		$18,000	$ -	$18,000
Tools/ Supplies	landscape tools, beautiification tools/ equipment, PPE, Etc.				$15,000		$15,000
Wrap-around services/ barrier removeal services	bus passes, food vouchers, gas cards, clothing vouchers, etc.	50	1500		$75,000	$0	$75,000
Case Management software	Provides case management software to enhance services				$15,000		$15,000
Printing	Program manuals, outreach, etc.	1	5,000		$7,000		$7,000
Marketing/ promotional items	promotional items for recruitment				$15,000		$15,000
Vehicle repair/ maintenance					$2,500		$2,500
Vehicle Rental	Rental for crew transportation	65	350		$22,750		$22,750
CATEGORY 2 TOTAL					**$729,812**		**$729,812**
Category 3: Participant Wages and Benefits							
Budget Item	Relationship to Project Goals and Strategies	#	Hourly Rate	# hours	REQUEST	MATCH OR IN-	TOTAL PROJECT COST
Corpsmember (Participants)	Paid job training, project implementation	50	$19.20	49950	$959,040		$959,040
Worker's Compensation Ins, Payroll Tax at 22%					$210,989		$210,989
TOTAL CATEGORY 3					**$1,170,029**		**$1,170,029**
TOTAL DIRECT COSTS					$1,899,841		**$1,899,841**
Incidental Costs					$189,984		$189,984
Indirect @10% (included in Category 1)					$189,984		$189,984
GRAND TOTALS					**$2,279,809**		**$2,279,809**

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/17/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Sandra Nenna	
Insurance United, Inc. dba Conservation United PO Box 759 Higley AZ 85236	PHONE (A/C, No, Ext): (855) 570-2797	FAX (A/C, No): (602) 388-8110
	E-MAIL ADDRESS: sandra@insuranceunited.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Philadelphia Indemnity Ins Co	18058
INSURED San Gabriel Valley Conservation And Service Corps 10900 Mulhall Street El Monte CA 91731	INSURER B : Nonprofits United	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 22-23 Liability **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			PHPK2455140	09/01/2022	09/01/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Professional Liability	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			PHPK2455140	09/01/2022	09/01/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			PHUB829371	09/01/2022	09/01/2023	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		NPU-WCG 001-2022	01/01/2022	01/01/2023	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 750,000 $ 750,000 $ 750,000
B	Excess Work Comp			SP4065897	01/01/2022	01/01/2023	XS of $750,000 XS of $750,000	$2M (EL) Statutory (WC)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holders are named as additional insureds as required by contract.

CERTIFICATE HOLDER

San Gabriel Valley Conservation & Service Corps
Evidence of Insurance
10900 Mulhall Street
El Monte CA 91731

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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City of La Puente
AGENDA REPORT

To: Mayor and City Council For meeting of: November 15, 2022

From: Bob Lindsey, City Manager

SUBJECT: DISCUSSION AND DIRECTION REGARDING THE MELLOW MAN ACE EDUTAINMENT ARTS PROGRAM (COMMUNITY SAFETY AND WELFARE AD HOC COMMITTEE)

BACKGROUND/DISCUSSION

The Community Safety and Welfare Ad Hoc Committee has requested a discussion regarding the Mellow Man Act Edutainment Arts Program, music education for kids ages 8 to 21.

FISCAL IMPACT

None.

RECOMMENDATION

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

ATTACHMENTS

Attachment "A": Program Overview

AGENDA ITEM NO. E-3

Mellow Man Ace Edutainment
Arts Program

A modern take on music education for kids ages 8 to 21, with Mellow Man Ace and his team of music professionals.

10 week cycles
Each class is once a week
Preferably on a weekday
Between 10 to 20 students, (depending on which class)

Classes will be offered to the following age groups:

Elementary School	Middle School	High School	Young Adults
3rd to 5th grades	6th to 8th grades	9th to 12 grades	Ages 18 to 21
Ages 8 to 10	Ages 11 to 13	Ages 14 to 17	

We are suggesting to teach on a weekday so as to not conflict with Mellow's weekend shows in the future. A Thursday if possible. This is the suggested class schedule:

4:00 - 4:50	Elementary School Kids	x 3 classes (20 max)
5:00 - 5:50	Middle School Kids	"
6:00 - 6:50	High School Kids	"
7:00 - 7:50	Young Adults	"

Three classes have been created for the first 10 week cycle:

RAP STAR
with Mellow Man Ace

Writing a Rap
Students will learn about song structure
learn the fundamentals of rhyming
how to create a hook (chorus) and verses
have an understanding of the rhythm, flow, and delivery of rapping
understand the value of each letter of the alphabet

Spanglish Rap
How to utilize both English and Spanish to create a rap song

Performance
How to have great stage presence, command a crowd, and interact with the audience.

Image
Students will learn how to find their artistic identity and ability to create and re-invent themselves

Social Media
They will learn about the importance of having an online presence combined with the ability to market one's self.

ATTACHMENT A

Mellow Man Ace Edutainment
Arts Program

MUSIC PRODUCER
with Bronek

Fundamentals of Music Production
Students will learn how to:
- use a music recording program to create music and beats
- mix sounds together
- use different instruments to create a song
- record vocals and instruments

Synthesizers (Keyboards)
How to use different sounds that can be created with different keyboards and virtual instruments.

Music Break Down
Music Producers have the ability to listen to music in a very special way. That's how they create great music and beats! The student will learn how to listen to the different elements that create a song.

LEAD SINGER
with Abby Loces

Fundamentals of Vocal Training
Students will learn how to:
- warm up their voice
- find the right pitch always
- have good breath control
- find their vocal range
- have vocal control
- harmonize
- choose the right music for your voice

Performance
How to have great stage presence, microphone vocal technique, command a crowd, and sing with confidence on stage

Singing Artist
Students will learn how to create their artistic identity and build an online presence, parallel to Mellow Man Ace's knowledge, but for vocalists.

Student Show
During these music classes, we will choose songs to collaborate within the three classes to complete a full production of songs created by students. These details need to be further discussed.

At the end of the 10 weeks, every student will perform their music at a show held at the facility's stage. Mellow and certain celebrity friends may participate with students. Each student will receive a certificate at this very special show and keep a final recording of their music creation/performance.

Guest Celebrity Speakers:

Kid Frost	**Rodney O**	**Tony G**	**More TBA...**
Alonzo Williams	**JJ Fad**	**Dj Arabian Prince**	
Lighter Shade of Brown	**2 II None**	**Miriah Avila**	

Mellow Man Ace Edutainment
Arts Program

We would also like to offer these additional classes in the future:
Keyboard Lessons (Piano)
Drum Kit and Percussion Lessons
Guitar Lessons

In order to begin the first 10 week class cycle, we will need the following:
20 iPads
10 microphones
10 microphone stands
4 PA systems (basic)

cabinet w/lock
– charging capabilities

For future classes:
20 keyboards
15 guitars
2 drum kits
2 sets of congas

DANCE CLASSES

<u>Proven Benefits of a Music Education:</u>
Increases attention span
Improves self esteem
Builds character
Teaches collaboration, planning, discipline, focus
Enhances language arts and mathematics