

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.

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.



**REGULAR MEETING OF
LA PUENTE CITY COUNCIL AND SUCCESSOR AGENCY
COUNCIL CHAMBERS**

15900 EAST MAIN STREET, LA PUENTE

MARCH 14, 2023

6:00 P.M. CLOSED SESSION

7:00 P.M. REGULAR SESSION

6:00 P.M. CLOSED SESSION

CALL TO ORDER

ROLL CALL

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

PLEDGE OF ALLEGIANCE

ORAL COMMUNICATIONS

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

RECESS INTO CLOSED SESSION

CLOSED SESSION

1. THE CITY COUNCIL WILL RECESS TO CLOSED SESSION, Conference with Legal Counsel – Existing Litigation Pursuant to Government Code section 54956.9 subdivision (d)(1) (Lewis v. City of La Puente, Los Angeles Superior Court Case No. 21STCV18841)
2. THE CITY COUNCIL WILL RECESS TO CLOSED SESSION, Conference with Legal Counsel – Existing Litigation Pursuant to Government Code section 54956.9 subdivision (d)(1) (City of La Puente v. Dank City, Los Angeles Superior Court Case No. 21PSCV00417)
3. THE CITY COUNCIL WILL RECESS TO CLOSED SESSION, Conference with Legal Counsel – Existing Litigation Pursuant to Government Code section 54956.9 subdivision (d)(1) (City of La Puente v. EML, LLC, Los Angeles Superior Court Case No. 21PSCV00609)

RECONVENE TO OPEN SESSION

REPORT OUT OF CLOSED SESSION

ADJOURNMENT

7:00 P.M. REGULAR SESSION

CALL TO ORDER

ROLL CALL

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

PLEDGE OF ALLEGIANCE

PRESENTATIONS

Introduction of LEAD Students Attending the City Council Meeting

Presentation by Global Urban Regarding Social Media Updates

ORAL COMMUNICATIONS

If you wish to address the City Council/Successor Agency on an item other than a public hearing matter, complete the Request for Oral Presentation form and submit it to the City Clerk no later than prior to the conclusion of the first speaker's remarks. All speakers are requested to observe the City's Rules of Decorum when addressing the City Council. (LPMC section 2.04.120.)

BOARDS/COMMISSION/COMMITTEE REPORTS

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

<u>ORGANIZATION</u>	<u>DEL/ALT</u>	<u>MONTHLY MEETINGS</u>	<u>TIME</u>
California Contract Cities Association	Argudo/Quinones	3 rd Wednesday	6:30 p.m.
Sanitation District 15 & 21	Klinakis/Munoz	4 th Wednesday	1:30 p.m.
League of California Cities L.A. Div.	Argudo/Mendoza	1 st Thursday	6:30 p.m.
City Selection Committee	Klinakis/Munoz	When Necessary	6:30 p.m.
San Gabriel Valley COG	Quinones/Argudo	3 rd Thursday	4:00 p.m.
California JPIA	Quinones/All Council	4 th Wednesday	6:30 p.m.
Foothill Transit Governing Board	Munoz/Klinakis	Last Friday of the Month	7:45 a.m.
San Gabriel Valley Mosquito & Vector Control District	Klinakis	2 nd Friday	7:00 a.m.

A. MINUTES OF PREVIOUS CITY COUNCIL AND SUCCESSOR AGENCY MEETINGS

A-1 READ AND APPROVE THE MINUTES OF THE CITY COUNCIL AND SUCCESSOR AGENCY MEETING OF FEBRUARY 28, 2023

Staff Recommendation: It is recommended that the City Council and Successor Agency waive the reading and approve the Minutes of the City Council and Successor Agency meeting of February 28, 2023.

B. PUBLIC HEARINGS BEFORE THE CITY COUNCIL – None

C. UNFINISHED BUSINESS OF THE CITY COUNCIL

- C-1 CONSIDERATION OF AN AGREEMENT BETWEEN ARTISTIC LASER PRODUCTIONS AND THE CITY FOR A LASER LIGHT DISPLAY FOR THE CITY'S FORTUNATO JIMENEZ INDEPENDENCE DAY CELEBRATION IN THE AMOUNT OF \$14,500

Staff Recommendation: It is recommended that the City Council: (1) adopt Resolution No. 23-5781 adopting findings to dispense with the competitive bidding process; (2) approve the Agreement with Artistic Laser Productions, Inc. in the amount of \$14,500; and (3) authorize the City Manager to execute the Agreement on behalf of the City.

D. CITY COUNCIL AND SUCCESSOR AGENCY CONSENT CALENDAR

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

- D-1 CONSIDERATION OF A RESOLUTION APPROVING WARRANT REGISTER NO. 1547

Staff Recommendation: It is recommended that the City Council and Successor Agency adopt Resolution No. 23-5782 approving Warrant Register No. 1547.

- D-2 CONSIDERATION OF ACCEPTANCE OF NOTICE OF COMPLETION FOR BUS SHELTER REPLACEMENT AND CITY LOGO INSTALLATION ON EXISTING BUS SHELTERS AT VARIOUS LOCATIONS

Staff Recommendation: It is recommended that the City Council: (1) accept the project as complete; and (2) authorize the City Clerk to execute the Notice of Completion.

- D-3 CONSIDERATION OF A RESOLUTION CONSENTING TO THE INCLUSION OF PROPERTIES WITHIN THE TERRITORY OF THE CITY IN THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY OPEN PACE PROGRAMS; AUTHORIZING THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY TO ACCEPT APPLICATIONS FROM PROPERTY OWNERS, CONDUCT CONTRACTUAL ASSESSMENT PROCEEDINGS AND LEVY CONTRACTUAL ASSESSMENTS WITHIN THE TERRITORY OF THE CITY; AND AUTHORIZING RELATED ACTIONS

Staff Recommendation: It is recommended that the City Council adopt Resolution No. 23-5783 consenting to the inclusion of properties within the territory of the City in the CSCDA Open PACE Programs; authorizing the CSCDA to accept applications from property owners, conduct contractual assessment proceedings and levy contractual assessments within the territory of the City; and authorizing related actions.

- D-4 CONSIDERATION OF AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF LA PUENTE AND VAN LANT & FANKHANEL, LLP FOR AUDIT SERVICES, EXTENDING THE TERM OF THE AGREEMENT FOR AN ADDITIONAL TWO YEARS IN AN AMOUNT NOT TO EXCEED \$30,175 PER YEAR

Staff Recommendation: It is recommended that the City Council: (1) approve Amendment No. 1 with Van Lant & Fankhanel, LLP for Professional Auditing Services; and (2) authorize the City Manager to execute the amendment on behalf of the City.

E. NEW BUSINESS TO BE CONSIDERED BY THE CITY COUNCIL

E-1 CONSIDERATION OF APPOINTMENT TO THE LA PUENTE COMMUNITY FOUNDATION

Staff Recommendation: It is recommended that the City Council: (1) make an appointment to the La Puente Community Foundation; or (2) provide direction to staff regarding appointments.

AD HOC COMMITTEE REPORTS

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

<u>NAME</u>	<u>MEMBERS</u>
1. Code Enforcement Committee	Klinakis/Mendoza
2. La Puente Park Fees, Ordinance and Program Oversight Committee	Munoz/Quinones
3. Project LEAD Committee	Mendoza/Quinones
4. LPQT Action Committee	Mendoza/Quinones
5. 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.)

CERTIFICATION

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

Dated this 9th day of March, 2023.



Martha Torres, MPA
City Clerk

MINUTES
LA PUENTE CITY COUNCIL AND SUCCESSOR AGENCY
REGULAR MEETING OF
FEBRUARY 28, 2023

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, February 28, 2023, at 7:00 p.m.

CALL TO ORDER

Mayor Klinakis called the meeting to order at 7:01 p.m.

ROLL CALL

Members present: Klinakis, Munoz, Argudo, Mendoza, Quinones.

Members absent: None.

Staff members present: City Manager Bob Lindsey, City Attorney Jesse Jauregui, City Clerk Martha Torres, Director of Administrative Services Troy Grunklee, Director of Development Services John Di Mario, Director of Community Services Alexander Bauman, Finance Manager Alexander Merkel Medina, Associate Planner Juan Galvan, Office Specialist Destiny Rivera, Office Specialist Adriana Jaimez, and Office Specialist Natalie Romo.

PLEDGE OF ALLEGIANCE

Mayor Klinakis led the Pledge of Allegiance.

PRESENTATIONS

Nathan Dietlin and Alanis Hernandez, from Sparks Middle School, provided an update on the incentives Project LEAD established during the school year to encourage good behavior among students.

ORAL COMMUNICATIONS

Ricardo Martinez spoke regarding the July 3rd fireworks show and laser show in July, the La Puente Special Olympics, the upcoming City budget, and the Housing Rights Center workshops in the San Gabriel Valley region.

Joe B. spoke regarding recovery funding for vandalized small businesses and response times to vandalism calls. He further expressed concern about the driving speeds of public safety patrols in residential and school areas.

Diana Herrera submitted an e-comment regarding alternate uses for the funds intended for the July 3rd laser show, including support for: vandalized small businesses, technological improvements for hybrid activities, the City's social media presence, the Friday night market, and low-income and homeless residents.

BOARDS/COMMISSION/COMMITTEE REPORTS – None.

A. MINUTES OF PREVIOUS CITY COUNCIL AND SUCCESSOR AGENCY MEETINGS

A-1 READ AND APPROVE THE MINUTES OF THE CITY COUNCIL AND SUCCESSOR AGENCY MEETINGS OF FEBRUARY 28, 2023

A motion was made by Council Member David Argudo, seconded by Council Member Gabriel Quinones, to waive the reading and approve the Minutes of the City Council and Successor Agency meetings of February 14, 2023. The motion carried by the following roll call vote:

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

B. PUBLIC HEARINGS BEFORE THE CITY COUNCIL – None

C. UNFINISHED BUSINESS OF THE CITY COUNCIL – None

D. CITY COUNCIL AND SUCCESSOR AGENCY CONSENT CALENDAR

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

D-1 CONSIDERATION OF A RESOLUTION APPROVING WARRANT RESOLUTION NO. 1546

Action Taken: The City Council and Successor Agency adopted Resolution No. 23- 5779 approving Warrant Register No. 1546.

D-2 PRESENTATION OF JANUARY 2023 REQUISITION SUMMARY REPORT

Action Taken: The City Council received and filed the requisition summary report for January 2023.

D-3 PRESENTATION OF JANUARY 2023 INVESTMENT REPORT

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

D-4 CONSIDERATION OF AWARD OF CONSTRUCTION CONTRACT TO OPPENHEIMER NATIONAL FOR THE COFFEE SHOP KIOSK INSTALLATION AT LA PUENTE PARK IN THE AMOUNT OF \$64,425.80

Action Taken: The City Council: (1) awarded the contract to Oppenheimer National in the amount of \$64,425.80; and (2) authorized the City Manager to execute the Agreement and approve change orders up to 10% of the original bid amount.

D-5 CONSIDERATION OF AN AGREEMENT BETWEEN PYRO SPECTACULARS, INC. AND THE CITY FOR A PYROTECHNIC DISPLAY FOR THE CITY'S FORTUNATO JIMENEZ INDEPENDENCE DAY CELEBRATION IN THE AMOUNT OF \$33,500

Council Member Argudo pulled item D-5 for further discussion.

Council Member Argudo inquired about the City's vetting process when selecting vendors, the budget for the event, and the duration of the event. In response to his inquiry, City Manager Lindsey stated that the City selected a vendor used in previous years and noted that the duration of the show would be 30 minutes. City Manager further stated that the City decided to use a different vendor in July 2022 to provide residents with a longer show.

Council Member Quinones thanked Council Member Argudo for pulling the item and expressed his support for the Fourth of July event.

Council Member Mendoza inquired about potential donations for the event from neighboring cities.

Director of Administrative Services Grunklee stated that the City of Industry donated \$40,000 to host the event in previous years prior to 2022.

Council Member Argudo inquired about the process of obtaining a donation from the City of Industry. In response to his inquiry, City Manager Lindsey stated that he reached out to the City Manager of the City of Industry for a donation.

A motion was made by Mayor Klinakis, seconded by Council Member Argudo, to: (1) adopt Resolution No. 23-5780 adopting findings to dispense with the competitive bidding process; (2) approve the Agreement with Pyro Spectaculars, Inc. in the amount of \$33,500; and (3) authorize the City Manager to execute the Agreement on behalf of the City. The motion carried by the following roll call vote:

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

D-6 CONSIDERATION OF AN AGREEMENT BETWEEN ARTISTIC LASER PRODUCTIONS AND THE CITY FOR A LASER LIGHT DISPLAY FOR THE CITY'S FORTUNATO JIMENEZ INDEPENDENCE DAY CELEBRATION IN THE AMOUNT OF \$14,500.

Council Member Argudo pulled item D-6 for further discussion.

Mayor Klinakis recommended that the City Council consider the item at a later meeting to allow staff time to provide additional information about the event.

Council Member Argudo introduced discussion regarding the cost of the laser light show. He suggested that Staff provide more comprehensive financing information and acquire sponsorships for the event.

Council Member Quinones expressed support for keeping the laser light show and noted that residents enjoyed the event the previous year.

Mayor Pro Tem Munoz recommended that the item be discussed at a future City Council meeting after Staff look into additional support and funding since the item was not time sensitive.

The City Council reached a consensus to bring back the item at a future City Council meeting and have Staff outreach for donations that could offset the cost of the laser show.

E. NEW BUSINESS TO BE CONSIDERED BY THE CITY COUNCIL

E-1 PRESENTATION OF JANUARY 2023 BUDGET REPORT

Finance Manager Alexander Merkel Medina provided a report regarding the January 2023 Budget Report.

Mayor Klinakis thanked Finance Manager Merkel Medina for the budget report.

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

E-2 UPDATE AND DISCUSSION REGARDING COMMUNITY SERVICES PROGRAMMING

Director of Community Services Alex Bauman provided an update on community services programming.

Council Member Argudo inquired about outreach efforts to encourage skateboarders to participate in the roller-skating program. Director Bauman noted that Staff would use flyers and social media posts to inform the public of the roller skate event, as well as assign Staff to advertise the roller-skating program in person.

Mayor Pro Tem Munoz gave a brief update on efforts to bring about a joint-use agreement with the Bassett Unified School District to utilize their facilities to expand the City's athletic programming. She noted that she and Council Member Quinones have been working diligently to secure contracts for the soccer league to take place in different locations and include a wide range of age groups. She further thanked Mayor Klinakis for his help in establishing the soccer league last year.

Council Member Quinones thanked Director Bauman for the update and for developing the roller-skate night.

Council Member Mendoza thanked staff for working with residents and creating programs at the parks and suggested that Staff reach out to schools to advertise the programming.

Mayor Pro Tem Munoz thanked staff for developing inclusive and diverse programs for residents.

Mayor Klinakis stated that the park goals from three years ago have been reached and spoke regarding the Special Olympics athletes.

Director Bauman stated that the Special Olympics is keeping him updated on opportunities to fund applicants.

AD HOC COMMITTEE REPORTS

Code Enforcement: Nothing to report.

La Puente Park Fees, Ordinance and Program Oversight: Nothing to report.

Project LEAD: Council Member Quinones provided an update on the mural project with Project LEAD. He presented a mural concept that La Puente High School students created and will be

painting in Downtown La Puente. He thanked Council Member Mendoza for her help and hard work on the project.

LPQT Action Committee: Nothing to report.

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

AB 1234 REPORTS - None.

ORAL COMMENTS FROM COUNCIL

Mayor Klinakis shared that he met with several dignitaries in Sinaloa, Mexico to discuss youth programs offered in La Puente. He presented gifts that he received from the head of Congress and from the Mayor of Angostura, Mexico.

Director Bauman announced that there will be a “Breakfast with the Bunny” event on April 8, 2023.

Council Member Quinones thanked the City Council for working well together and Staff for working diligently. He further requested that the City Council adjourn the meeting in honor and memory of Victor De La Cruz, the lead school counselor at Sierra Vista Middle School.

ORAL COMMENTS FROM STAFF

City Manager Lindsey noted that the Grace Napolitano Park will have a grand opening in May. He stated that in the upcoming future, there will be picnic areas and a coffee shop at La Puente Park. He also thanked Staff for their hard work.

ADJOURMENT

There being no further business before the City Council, Mayor Klinakis adjourned the meeting in honor and memory of Victor De La Cruz at 8:05 p.m.

Approved this 14th day of March, 2023.

Martha Torres, MPA
City Clerk

Charlie Klinakis
Mayor/Chair



City of La Puente AGENDA REPORT

To: Mayor and City Council

For meeting of: March 14, 2023

From: Bob Lindsey, City Manager

By: Alex Bauman, Director of Community Services

SUBJECT: CONSIDERATION OF AN AGREEMENT BETWEEN ARTISTIC LASER PRODUCTIONS AND THE CITY FOR A LASER LIGHT DISPLAY FOR THE CITY'S FORTUNATO JIMENEZ INDEPENDENCE DAY CELEBRATION IN THE AMOUNT OF \$14,500.

BACKGROUND

The 2023 Fortunato Jimenez Independence Day event is planned for July 03, 2023. At the event in 2022, a laser show was introduced as a replacement for the canceled fireworks show.

DISCUSSION

The proposed scope of work to be completed by Artistic Laser Productions includes the following:

- Five computer controlled 15watt full color laser projectors to provide beams, aerals, and graphics.
- Two DMX controlled all green laser beam projectors including "liquid sky" effects.
- One 33' x 24' Super silk projection screen for laser animations.
- Two 34' boom lift machines to elevate screen.
- Eight DMX controlled Cold Spark machines to provide sparkler fountain effects.
- Six stage fog machines necessary for the beams and aerals.

Show will consist of several patriotic and popular songs for a total of approximately 20 minutes.

FISCAL IMPACT

The total proposed contract price is \$14,500 and will be covered by various sponsor donations.

RECOMMENDATION

It is recommended that the City Council: (1) adopt Resolution No. 23-5781 adopting findings to dispense with the competitive bidding process; (2) approve the Agreement with Artistic Laser Productions, Inc. in the amount of \$14,500; and (3) authorize the City Manager to execute the Agreement on behalf of the City.

Agenda Report: 3rd of July Laser Show Agreement

For meeting of: March 14, 2023

Page 2

ATTACHMENTS

Attachment “A”: Agreement

Attachment “B”: Resolution No. 23-5781



29948 Wilkes Rd
Valley Center, Ca
(760) 802-2752
February 6, 2023

Contract for Laserlight Show

Client: City of La Puente

Event Name: Independence Day Celebration

Event Location: La Puente Park 501 N. Glendora Ave. La Puente, CA

Event Date: July 3, 2023

Services: Five computer controlled 15watt full color laser projectors to provide beams, aerals, and graphics. Two DMX controlled all green laser beam projectors including "liquid sky" effects. One 33' x 24' Supersilk projection screen for laser animations. Two 34' boom lift machines to elevate screen. Eight DMX controlled Cold Spark machines to provide sparkler fountain effects. Six stage fog machines necessary for the beams and aerals. One 10Kw generator for some additional power needs (client to also provide power). Sound feed into mainstage sound system.

Show to consist of several patriotic and popular songs for a total of approximately 20 minutes.

Price & Terms: \$14,500 \$7000 deposit due at contract signing, balance day of show, or no later than July 6, 2023

Insurance & Licensing (per FDA/NCDRH regulations)

U.S. Fire Insurance Co. policy #SRPGAPML-101-0122 (\$4million)
Variance #99V-0190



Dt 2/6/23
Marc Steger, Artistic Laser Productions

Dt / /
Alexander Bauman, City of La Puente

deposit received_____

balance received_____

FORCE MAJEURE. The agreement of **Artistic Laser Productions (hereto referred to as ALP)** to perform is subject to proven detention by accidents, riots, strikes, epidemics, acts of God, or any other legitimate conditions beyond their control. If such circumstances arise, all reasonable efforts will be made by **ALP** to find replacement services at the agreed upon fees. In the event replacement services cannot be found, **ALP** will credit any deposits received to future events.

It is understood that this is a "Rain or Shine" event. **ALP** compensation is in no way affected by inclement weather. **ALP** reserves the right, in good faith, to stop or cancel performance should the weather pose a potential danger to them, the equipment, or audience. Every effort will be made to continue the Performance. However, safety is paramount in all decisions. **ALP's** compensation will not be affected by such cancellation. If client cancels after **ALP** arrives at the venue, and the event is rescheduled, client agrees to compensate **ALP** expenses incurred due to rescheduling.

RIGHTS OF RESCISSION. The client hereby acknowledges a 48 hour right of rescission from the date of signing this agreement and/or date of deposit tendered (*whichever occurs first*). Any rescission must be received by U.S. postal mail in writing and will be bound by the postmark of the mailing. All deposits are nonrefundable if cancelled by the client. If **ALP** cancels the engagement, a full refund to the client will be made. Any refundable amounts will be subject to deductions equal to amounts incurred for expenses under the direction or request of the client. The client and **ALP** agree that this contract is not subject to cancellation unless both parties have agreed to such cancellation in writing. Should client cancel for any reason, a 50% cancellation fee will be due immediately upon cancellation. In the event the client breaches the contract, they shall pay **ALP** the amount set forth above as "Wage agreed upon" as liquidated damages, 6% interest thereon, plus reasonable attorney's fee. If no deposit is given for a performance, client agrees to pay **ALP** a cancellation fee of 50% of the performance fee or \$500, which ever is greater.

NON-PAYMENT. In the event of non-payment, **ALP** retains the right to attempt to collect through the courts. Client will be held responsible for all court fees, legal fees, and collection costs incurred by **ALP**. Client shall be charged \$25 for each check returned by a banking institution plus a \$10 service charge for each collection notice.

PERSONAL DAMAGES. It is hereby further agreed; that the client shall be held liable for any injury or damages to **ALP**, or property of **ALP**, while on the premises of the said engagement if damage is caused by client or guest, members of their organization, engagement invitees, employees, or any other party in attendance, whether invited or not.

SAFETY. Client shall provide **ALP** with safe and appropriate working conditions. This includes one 6-foot by 10-foot areas for setup, plus additional space for setting up lighting

stands, lighting controllers, and stage fog machines (and all other necessary equipment for performance). **ALP** requires a minimum of four 15-20-amp circuit outlets from a reliable power source within 50 feet of the setup area. These circuits must be free of all other connected loads. Any delay in the performance or damage to **ALP's** equipment due to improper power is the responsibility of the client. Six circuits are preferred, where possible. Total output wattage shall be determined by **ALP** depending upon attendees and circuit outlets provided. Client shall provide crowd control if warranted; and furnish directions to place of engagement. If anything is deemed to present a threat or implied threat of injury, harm or defamation of character to **ALP** staff or any equipment in **ALP** possession, **ALP** reserves the right to cease Performance. If client is able to resolve the threatening situation in a reasonable amount of time (maximum of 30 minutes), **ALP** shall resume Performance in accordance with the original terms of this agreement. Client shall be responsible for payment in full, regardless of whether the situation is resolved or whether **ALP** resumes performance. In order to prevent equipment damage or liability arising from accidental injury to any individual attending this Performance, **ALP** reserves the right to deny any guest access to the sound system, music recordings, or other equipment.

CONTROL OF PERFORMANCE. The client shall at all times have complete control, direction, and supervision of the Performance of **ALP** at this engagement, and client expressly reserves the right to control the manner, means and details of the Performance of services of **ALP**. However, safety is paramount in all decisions, and **ALP** will solely determine if any manner, means and details are unsafe and therefor cannot be performed. All planning documentation must be received from the client and forwarded to **ALP** as soon as possible prior to the date of engagement in order to be included in **ALP** programming guidelines. Client certifies that all entertainment permits for event are up to date and agrees to show **ALP** on demand copies thereof.

WARRANTY. This agreement warrants that **ALP** will be ready to perform at the start time of the engagement. No guarantee is made as to **ALP** time of arrival, however, **ALP** requests that they be permitted at least three hours before the engagement and two hours after the engagement for setup and takedown. **ALP** also requests ramp or elevator access between parking/service entrance and the setup area. If the event requires setup or takedown in less time, additional labor will be charged at the rate of \$50 (fifty dollars) per necessary person per hour to accomplish said requirement. In lieu of said payment, client may provide the additional people.

AUTHORITY. By executing this contract as client, the person executing said contract, either individually, or as an agent or representative, represents and warrants the he or she is eighteen (18) years of age, and further, if executing said contract as agent or representative, that he or she has the authority to enter into this agreement and should he or she not have such authority, he or she personally accepts and resumes full responsibility and liability under the terms of this contract.

INDEMNIFICATION. Client agrees to defend, indemnify, assume liability for and hold **ALP** harmless from any claims, damages, losses, and expenses by or to any person, regardless of the basis, which pertain directly or indirectly to **ALP** Performance. In the event that a civil action arises in an effort to enforce any provision of this agreement, the losing party shall pay the attorney's fee and court costs of the prevailing party. Client may not transfer this contract to another party without the prior written consent of **ALP**.

WAIVING OF RIGHTS OPTIONS. **ALP** may elect not to exercise their rights as specified in this agreement. By doing so, **ALP** does not waive their right to exercise those options at a future date.

PROMISE. The parties hereto promise to abide by the terms of this agreement and intend to be legally bound thereby.

RESOLUTION NO. 23-5781

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF LA PUENTE, CALIFORNIA, ADOPTING FINDINGS
TO DISPENSE WITH THE OPEN MARKET PROCEDURES
AND APPROVING A PROFESSIONAL SERVICES
AGREEMENT BETWEEN THE CITY AND ARTISTIC
LASER PRODUCTIONS FOR A LASER LIGHT DISPLAY
FOR THE CITY'S FORTUNATO JIMENEZ
INDEPENDENCE DAY CELEBRATION**

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

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

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

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

WHEREAS, Artistic Laser Productions is familiar with all aspects of the event including the timing, the security, the fire department regulations and the constraints of the limited display area; and

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

WHEREAS, given their experience in providing laser light displays throughout California the City requested a quote from Artistic Laser Productions and has determined that the company is capable of providing the City with laser light show services that will meet the City's needs.

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

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

SECTION 2. That pursuant to the findings set forth in the recitals above, which are incorporated herein by reference, the competitive process is unnecessary due to Artistic Laser Productions demonstrated experience and competency. Therefore it is in the City's best interest to enter into an agreement with Artistic Laser Productions for a laser light display on July 3, 2023.

SECTION 3. That the City Council authorizes the City Manager to execute an agreement with Artistic Laser Productions for a laser light display on July 3, 2023.

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

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

PASSED, APPROVED AND ADOPTED this 14th day of March, 2023, by the following vote:

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

Charlie Klinakis, Mayor

ATTEST:

Martha Torres, City Clerk

RESOLUTION NO. 23-5782

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF LA PUENTE ALLOWING CERTAIN CLAIMS AND
DEMANDS IN THE AMOUNT \$941,959.09 (WARRANT
REGISTER 1547)**

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

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

APPROVED

EXAMINED

Bob Lindsey, City Manager

Troy Grunklee, CPA
Director of Administrative Services

SECTION 2: That the following claims and demands numbered 9550 through 9640 ACH(s) numbered 521 through 525, and Draft numbered 01937 through 01959 except for voided warrant 9581 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

Martha Torres, City Clerk

PASSED, APPROVED AND ADOPTED this 14th day of March 2023, by the following vote:

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

Charlie Klinakis, Mayor

ATTEST:

Martha Torres, City Clerk



City of La Puente

Check Register Report

By Payment Number

Payment Dates 2/22/2023 - 3/3/2023

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
521	2/24/2023 INV0008651	TELABR SNACKS FOR PLANNING TEAM MTG - TELLEZ	ABRAHAM TELLEZ	100-3300-53972	58.00 58.00
522	2/24/2023 INV0008650	MERALE CSMFO CONF REIM - MERKEL	ALEXANDER MEDINA MERKEL	100-1130-53972	656.99 656.99
523	3/3/2023 IN638450	ALTALANG 2/14 SPANISH REMOTE INTERPRETATION SVC	ALTA LANGUAGE SERVICES, INC.	100-1120-53111	858.75 858.75
524	3/3/2023 315	GLOURB SOCIAL MEDIA TECHNOLOGY	GLOBAL URBAN STRATEGIES, INC	263-3320-53416	16,000.00 16,000.00
525	3/3/2023 5610282986 5620042133 5620042168	YUNLLC TS MTCE TS POLE REPAIR-FERRERO/VALLEY 01/23 TS CALL OUTS	YUNEX LLC	200-3120-53819 200-3120-53821 200-3120-53819	4,228.95 1,560.50 949.23 1,719.22
9550	2/24/2023 1LN3-9P93-6P6H 1LXH-HHDT-CQQW 1PWD-37JY-PN7T 1WT3-QPYM-44LH	AMABUS 256GB USB DRIVES STORAGE BOXES STANDING DESK (3) DESKTOP & LAPTOPS	AMAZON CAPITAL SERVICES INC	550-6100-53018 100-1120-53011 100-2110-53011 550-6100-53018	7,844.10 105.56 65.97 775.08 6,897.49
9551	2/24/2023 95-6005862	AOOS SNACK BAR OPEN SIGNAGE (4)	AOOS	100-3330-53822	1,565.80 1,565.80
9552	2/24/2023 000019507110	ATT 01/13-02/12 PHONE - YLAC/CC	AT&T	100-4100-53715	47.52 47.52
9553	2/24/2023 0011952	B2PRIN BUSINESS CARDS - GALOUSTIAN	B2 PRINT	100-2110-53411	59.50 59.50
9554	2/24/2023 INV004736	BIGTRE BOXED TREES 24"-100 & INSTALLATION	BIG TREES NURSERY	280-5606-59300	16,800.00 16,800.00
9555	2/24/2023 230004	BRASIG NATURE CENTER MONUMENT SIGN	BRAVO SIGN & DESIGN	285-3330-53822	4,471.80 4,471.80
9556	2/24/2023 4146793573	CINTA 02/23 CH MAT RENTAL	CINTAS CORPORATION #693	100-1150-53813	98.65 98.65
9557	2/24/2023 585628	EVALLEY 10/22 VET SERVICES	EAST VALLEY EMERGENCY PET CLINIC	100-2130-53111	65.00 65.00
9558	2/24/2023 514295	EVALLEY 09/21-08/22 - VET SERVICES	EAST VALLEY EMERGENCY PET CLINIC	100-2130-53111	988.50 988.50
9559	2/24/2023 584343	EVALLEY 08/22 VET SERVICES	EAST VALLEY EMERGENCY PET CLINIC	100-2130-53111	250.00 250.00
9560	2/24/2023 586514	EVALLEY 11/22 VET SERVICES	EAST VALLEY EMERGENCY PET CLINIC	100-2130-53111	101.00 101.00
9561	2/24/2023 585059	EVALLEY 09/22 VET SERVICES	EAST VALLEY EMERGENCY PET CLINIC	100-2130-53111	65.00 65.00
9562	2/24/2023 585066	EVALLEY 09/22 VET SERVICES	EAST VALLEY EMERGENCY PET CLINIC	100-2130-53111	300.00 300.00

Check Register Report

Payment Dates: 2/22/2023 - 3/3/2023

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
9563	2/24/2023 584547	EVALLEY 08/22 VET SERVICES	EAST VALLEY EMERGENCY PET CLINIC	100-2130-53111	65.00 65.00
9564	2/24/2023 23007 23018	FECELE ELECTRICAL WORK - NEW MTCE BUILDING ELECTRICAL IMPRO - CC DRYER PLUG	F.E.C. ELECTRIC INC.	100-5596-59300 285-3330-53813	13,797.00 9,897.00 3,900.00
9565	2/24/2023 5722 5868	FRAEXO LUNAR NEW YEAR BANNER WINTER 2023 CLASS T-SHIRTS	FRANCISCO'S EXOTIC DECO INC.	263-3320-53011 100-4110-53980	1,024.10 489.50 534.60
9566	2/24/2023 INV0008647	VERIC 02/07-03/06 PHONE - SR CTR ALARM	FRONTIER COMMUNICATIONS	100-4130-53715	128.25 128.25
9567	2/24/2023 311007	GORM SC JANITORIAL SUPPLIES	GORM INC	100-4130-53012	568.38 568.38
9568	2/24/2023 21623	GT1COL F-250 REPAIR	GT1 COLLISION REPAIR INC	555-3150-53812	1,300.80 1,300.80
9569	2/24/2023 90072 90083 90084	HACOUT MTCE - UNIFORMS UNIFORM PANTS- FERNANDEZ UNIFORM PANTS - VALDEZ	HACIENDA OUTLET	100-3330-53015 100-3330-53015 100-3330-53015	296.11 32.99 139.96 123.16
9570	2/24/2023 INV0008649	CARRIRM RED/WHITE LINENS	IRMA CARRAUZA	100-4130-53979	90.00 90.00
9571	2/24/2023 INV0008648	JOSREY 02/23 SHOPPING CART MILEAGE REIM - REYES	JOSE REYES	555-3150-53014	339.32 339.32
9572	2/24/2023 INV0008652 INV0008652	LAPUJ REIMBURSEMENT FOOTBALL/CHEER - FLIGHT/TACKLE/D... REIMBURSEMENT FOOTBALL/CHEER - FLIGHT/TACKLE/D...	JR ALL AMERICAN FOOTBALL OF LA PUENTE	263-3320-53993 263-3320-53993	10,858.96 6,750.74 4,108.22
9573	2/24/2023 643375	LCAC 2023 MEMBERSHIP DUES	LEAGUE OF CALIF CITIES	100-1100-53971	13,949.00 13,949.00
9574	2/24/2023 15407	MANCIL PLANS - CONSTRUCTION PLANS FOR ST IMPROVEMENT	MANCILLA'S QUALITY PRINTING LLC	100-3300-53011	105.60 105.60
9575	2/24/2023 INV0008646	SERGIO SR CTR REPAIR POOLTABLES (3)	SERGIO'S POOLTABLE SERVICE	100-4130-53811	2,100.00 2,100.00
9576	2/24/2023 23001	RASOL LP PARK SECURITY LIGHTING	SOLAR RAY, LLC	280-5606-59300	15,550.00 15,550.00
9577	2/24/2023 INV0008644 INV0008645	GASCO 01/06-02/03 GAS - YLAC 01/06-02/03 GAS - COMM CENTER	THE GAS COMPANY	100-4110-53711 100-4100-53711	2,752.00 650.67 2,101.33
9578	3/3/2023 INV0008667	STADIS CHILD SUPPORT	CALIFORNIA STATE DISBURSEMENT UNIT	100-20399	124.07 124.07
9579	3/3/2023 INV0008672 INV0008672 INV0008672 INV0008672 INV0008672 INV0008672	NATRS Employee Contribution Employee Contribution Employee Contribution Employee Contribution Employee Contribution Employee Contribution	NATIONWIDE RETIREMENT	100-20340 200-20340 203-20340 205-20340 210-20340 215-20340	205.00 196.35 1.73 1.73 1.73 1.73 1.73
9580	3/3/2023 INV0008666 INV0008666	RELIAN LIFE INSURANCE LIFE INSURANCE	RELIANCE STANDARD LIFE INS.	100-20320 200-20320	3,136.22 546.34 19.30

Check Register Report

Payment Dates: 2/22/2023 - 3/3/2023

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
	INV0008666	LIFE INSURANCE		202-20320	1.56
	INV0008666	LIFE INSURANCE		203-20320	6.27
	INV0008666	LIFE INSURANCE		205-20320	6.34
	INV0008666	LIFE INSURANCE		210-20320	17.52
	INV0008666	LIFE INSURANCE		215-20320	5.00
	INV0008666	LIFE INSURANCE		260-20320	26.62
	INV0008666	LIFE INSURANCE		263-20320	31.21
	INV0008666	LIFE INSURANCE		283-20320	2.20
	INV0008666	LIFE INSURANCE		285-20320	10.64
	INV0008670	LTD INSURANCE		100-20330	1,043.31
	INV0008670	LTD INSURANCE		200-20330	51.37
	INV0008670	LTD INSURANCE		202-20330	7.92
	INV0008670	LTD INSURANCE		203-20330	18.15
	INV0008670	LTD INSURANCE		205-20330	15.62
	INV0008670	LTD INSURANCE		210-20330	39.28
	INV0008670	LTD INSURANCE		215-20330	20.97
	INV0008670	LTD INSURANCE		260-20330	47.81
	INV0008670	LTD INSURANCE		263-20330	57.12
	INV0008670	LTD INSURANCE		283-20330	8.37
	INV0008670	LTD INSURANCE		285-20330	18.10
	INV0008677	STD INSURANCE		100-20330	891.87
	INV0008677	STD INSURANCE		200-20330	43.90
	INV0008677	STD INSURANCE		202-20330	6.77
	INV0008677	STD INSURANCE		203-20330	15.52
	INV0008677	STD INSURANCE		205-20330	13.36
	INV0008677	STD INSURANCE		210-20330	33.60
	INV0008677	STD INSURANCE		215-20330	17.93
	INV0008677	STD INSURANCE		260-20330	40.82
	INV0008677	STD INSURANCE		263-20330	48.80
	INV0008677	STD INSURANCE		283-20330	7.16
	INV0008677	STD INSURANCE		285-20330	15.47
9582	3/3/2023	USBANK	U.S BANK PARS ACCT# 6746022400		4,909.58
	INV0008676	PARS RETIREMENT		100-20340	2,697.62
	INV0008676	PARS RETIREMENT		203-20340	110.87
	INV0008676	PARS RETIREMENT		205-20340	83.23
	INV0008676	PARS RETIREMENT		260-20340	89.18
	INV0008676	PARS RETIREMENT		263-20340	1,761.01
	INV0008676	PARS RETIREMENT		285-20340	167.67
9583	3/3/2023	DOMADR	ADRIANA DOMINGUEZ		89.07
	INV0008695	CJPIA CONF REIM-DOMINGUEZ		100-4100-53972	89.07
9584	3/3/2023	ALEXSAUTO	ALEX'S AUTO GLASS		225.00
	13003	WINDOW TINT SVC-23 FORD		555-3150-53812	225.00
9585	3/3/2023	ALFCOM	ALFARO COMMUNICATIONS CONSTRUCTION		255,854.00
	02	BUS SHELTER REPLACEMENT RETENTION		210-20220	-11,466.00
	02	BUS SHELTER REPLACEMENT PP# 2		210-5547-59300	229,320.00
	02	BUS SHELTER REPLACEMENT RETENTION		280-20220	-2,000.00
	02	BUS SHELTER REPLACEMENT PP# 2		280-5547-59300	40,000.00
9586	3/3/2023	AMABUS	AMAZON CAPITAL SERVICES INC		394.06
	17H7-4GNC-3FXJ	STANDING DESK		100-1120-53011	-459.80
	1K3N-9LLC-36CR	USB MULTIPOINT		550-6100-53018	538.90
	1R36-HG1H-3NNH	WEEKLY/MONTHLY PLANNER		100-1150-53011	8.79
	1R4N-MPJY-36WQ	STANDING DESK		100-1120-53011	-0.01
	1TD9-9R9T-1YY6	ELECTRIC STAPLER		100-1150-53011	62.50
	1TPY-T3NW-66YQ	CODE-OFFICE CHAIRS		100-2110-53011	214.47
	1W7W-VPKM-4D4D	LAPTOP MONITOR STAND		100-4100-53012	29.21

Check Register Report

Payment Dates: 2/22/2023 - 3/3/2023

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
9587	3/3/2023 02447	ANGAUD Egg Hunt - Audio/ Stage	ANGELCOM AUDIO	100-4140-53979	5,020.00 5,020.00
9588	3/3/2023 8986 8987 8994	ANTINC FORTIGATE NETWORK FIREWALL & SWITCH HARDWARE FORTIGATE NETWORK FIREWALL & SWITCH HARDWARE FORTIGATE NETWORK FIREWALL & SWITCH HARDWARE	ANTROPY, INC	550-6100-53018 550-6100-53018 550-6100-53018	32,476.99 14,277.88 7,565.25 10,633.86
9589	3/3/2023 0011967	B2PRIN BUSINESS CARDS-GALVAN	B2 PRINT	100-3300-53011	38.50 38.50
9590	3/3/2023 1902-801	BLAWAT 03/23 PARK SECURITY SVC	BLACKWATER SECURITY	100-2110-53111	13,323.33 13,323.33
9591	3/3/2023 INV0008659 INV0008659	CABUST 10-12/22 BLDG REV FUND 10-12/22 BLDG REV FUND	CALIFORNIA BUILDING STANDARDS	100-48900 600-47441	191.65 -21.29 212.94
9592	3/3/2023 IN2594502	CBE4AM 01/20-02/19 FACILITY COPIER	CBE OFFICE SOLUTIONS	100-1150-53911	1,040.32 1,040.32
9593	3/3/2023 0029105021423	TIMEWA 02/14-03/13 SR CTR CABLE/INTERNET	CHARTER COMMUNICATIONS	100-4130-53715	105.28 105.28
9594	3/3/2023 3301-1011130	CED ELECTRICAL SUPPLIES	CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC	285-3330-53822	690.11 690.11
9595	3/3/2023 INV0008694	SAUCCYN CJPIA CONF REIM-SAUCEDO	CYNTHIA SAUCEDO	100-4100-53972	61.39 61.39
9596	3/3/2023 21171 21172	DAROLI 01/23 LEGAL SVC-CODE ENF 01/23 LEGAL SVC-CODE ENF	DAPEER, ROSENBLIT & LITVAK, LLP	100-2110-53114 100-2110-53114	1,215.00 180.00 1,035.00
9597	3/3/2023 INV0008660 INV0008660	DEPTC 10-12/22 SMIP FEES 10-12/22 SMIP FEES	DEPT OF CONSERVATION	100-48900 600-47440	480.52 -25.29 505.81
9598	3/3/2023 738245	DOUPLA CODE ENF MTG	DOUBLE PLAY PIZZA	100-2110-53972	110.00 110.00
9599	3/3/2023 INV0008686 INV0008687 INV0008688 INV0008689	EDISON 01/09-02/07 ELECT-VARIOUS 01/19-02/15 ELEC-14746 TEMPLE 01/19-02/15 ELEC-16159 TEMPLE 01/07-02/06 ELEC-13798 TEMPLE	EDISON CO	200-3120-53713 200-3120-53713 200-3120-53713 200-3120-53713	534.75 431.52 14.56 14.56 74.11
9600	3/3/2023 58L2201-IN	EMPAME 12/22 BUS SHELTER SVC	EMPLOY AMERICA	210-3130-53816	3,640.00 3,640.00
9601	3/3/2023 18640715	EWIIRR ALUMINUM GREAT RAKE	EWING IRRIGATION PRODUCTS INC.	100-3100-53012	229.66 229.66
9602	3/3/2023 C2311003568	EXPERI 02/23 CREDIT REPORT SVC	EXPERIAN	100-3320-53111	27.24 27.24
9603	3/3/2023 INV0008685	EXTOFF 03/23 PHONE SERVICE	EXTENDED OFFICE SOLUTIONS INC	100-1150-53715	677.41 677.41
9604	3/3/2023 50905 51804 51806	FRANKL CH-A/C REPAIR CH-A/C SVC COMM CTR A/C SVC	FRANKLIN AIR CONDITIONING &	100-1150-53811 100-1150-53811 285-3330-53813	4,685.16 3,535.16 400.00 750.00

Check Register Report

Payment Dates: 2/22/2023 - 3/3/2023

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
9605	3/3/2023 023521570	GALLS A/C UNIFORMS	GALLS	100-2130-53015	277.70 277.70
9606	3/3/2023 313271A 313274A	GORM CH-TOWELS MTCE-TOWELS	GORM INC	100-1150-53011 100-3330-53011	133.94 66.97 66.97
9607	3/3/2023 90085 90086	HACOUT MTCE DEPT-UNIFORMS MTCE DEPT-UNIFORMS	HACIENDA OUTLET	100-3330-53015 100-3330-53015	314.51 149.56 164.95
9608	3/3/2023 28291	INFENG 01/23 LP PARK HAC RESTROOM	INFRASTRUCTURE ENGINEERS	280-5606-59210	4,428.00 4,428.00
9609	3/3/2023 CM-20211203	IRORAN NETWORK REVIEW SRVS	IRON RANGE CYBER	550-6100-53111	4,200.00 4,200.00
9610	3/3/2023 118303 118317	JCLBAR SNACK BAR-SIGNS LP PARK-SIGNS	JCL TRAFFIC	285-3330-53822 285-3330-53822	1,807.88 145.20 1,662.68
9611	3/3/2023 160516	GONSALV 03/23 LEGISLATIVE SVC	JOE A. GONSALVES & SON	100-1100-53111	2,500.00 2,500.00
9612	3/3/2023 INV0008691	JOSREY 02/16-28 SHOPPING CART MILEAGE REIM-REYES	JOSE REYES	555-3150-53014	293.48 293.48
9613	3/3/2023 1762	KSKFAC 02/23 COMM/YLAC JANITORIAL SVC	KSK FACILITIES	285-3330-53813	2,242.96 2,242.96
9614	3/3/2023 RE-PW-23021303843 RE-PW-23021304180	LACRD 01/23 IW LA PUENTE 01/23 TS MAINT DDG	LA CO DEPT PUBLIC WORKS	100-3110-53121 200-3120-53819	6,127.95 606.64 5,521.31
9615	3/3/2023 INV0008696	LPNLL BASEBALL REIM-2023 REGISTRATION	LA PUENTE NATIONAL	263-3320-53993	24,840.00 24,840.00
9616	3/3/2023 15424	MANCIL BLUE PRINTS-LP PUENTE PROGRESS	MANCILLA'S QUALITY PRINTING LLC	285-3330-53111	106.92 106.92
9617	3/3/2023 91956	MODES SNACK BAR PAINTING	MODERN DESIGNS PAINTING & WALLCOVERING	280-5606-59300	7,575.00 7,575.00
9618	3/3/2023 780	MUNWAS SB 1383 IMPLEMENTATION	MUNICIPAL WASTE SOLUTIONS, INC.	100-1130-53111	1,952.50 1,952.50
9619	3/3/2023 0067 0067 0553 0553 0553	ORSCON PROGRESS RETENTION-AUBURN PROGRESS PYMT-AUBURN PROGRESS PYMT-LIRA RETENTION PYMT-LIRA RETENTION PYMT-LIRA	ORS CONSTRUCTION	260-20220 260-3320-53977 100-48900 260-20220 260-20220	7,645.00 -625.00 6,250.00 800.00 500.00 720.00
9620	3/3/2023 INV0008662 INV0008662 INV0008662 INV0008662 INV0008662	LAPUPC CAR WASH FLOWERS-DOMINGUEZ WRAPPING PAPER-MUNOZ GAS-SAUCEDO FUEL	PETTY CASH	100-4100-53811 100-4140-53979 100-4140-53979 555-3150-53014 555-3150-53014	181.94 29.99 43.20 8.75 50.00 50.00
9621	3/3/2023 10520	PIPETE SEWER REPAIR-DEL VALLE	PIPE TEC, INC.	500-3210-53111	32,460.72 32,460.72

Check Register Report

Payment Dates: 2/22/2023 - 3/3/2023

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
9622	3/3/2023 INV0008690	QUAD CH POSTAGE	QUADIENT	100-1150-53211	3,000.00 3,000.00
9623	3/3/2023 1011151 1011960 1019653 1019883	QUINMO FUEL FUEL FUEL FUEL	QUINTIN'S MOBIL	555-3150-53014 555-3150-53014 555-3150-53014 555-3150-53014	388.80 130.51 100.17 78.69 79.43
9624	3/3/2023 PS-CR104034 PS-INV104398	RYDIN BUSINESS LIC DECALS BUSINESS LIC DECALS	RYDIN DECAL	100-1130-53011 100-1130-53011	523.19 -1,162.44 1,685.63
9625	3/3/2023 SGVCONS-001 SGVCONS-002	SGVCOR 01/23 SGV CONS #1 02/23 SGV CONS #2	SAN GABRIEL VALLEY CONSERVATION CORPS	280-3300-53111 280-3300-53111	48,765.76 29,437.46 19,328.30
9626	3/3/2023 615197	CALSO TEMP FENCING	SO CAL INDUSTRIES	285-3330-53822	471.24 471.24
9627	3/3/2023 2302-210183	SOUTH SNACK BAR-SONOTUBE 24"	SOUTHEAST CONSTRUCTION PRODUCTS	100-3330-53822	63.23 63.23
9628	3/3/2023 132322950-0002 132322950-0003 132322950-0004	SUNBELT UTILITY AXLE TRAILER RENTAL UTILITY AXLE TRAILER UTILITY AXLE TRAILER RENTAL	SUNBELT RENTALS, INC.	285-3330-53822 285-3330-53822 285-3330-53822	6,430.14 2,143.38 2,143.38 2,143.38
9629	3/3/2023 6515/1	SUNGRO CH-PLANTS	SUNSHINE GROWERS	100-1150-53814	308.38 308.38
9630	3/3/2023 430044912 430045112	TERMI 02/10 YLAC PEST CONTROL 02/10 CC PEST CONTROL	TERMINIX PROCESSING CENTER	285-3330-53813 285-3330-53813	103.00 53.00 50.00
9631	3/3/2023 0223062	THEPIN CITY LOGO PINS	THE PIN CENTER	100-1120-53011	1,190.00 1,190.00
9632	3/3/2023 5976	THESAU MTCE DEPT-JACKETS	THE SAUCE CREATIVE SERVICES CORP	100-3330-53015	281.14 281.14
9633	3/3/2023 INV0008693	TMOBILE 01/21-02/20 PHONE-MTCE WIRELESS SVC	T-MOBILE	100-3100-53715	1,160.84 1,160.84
9634	3/3/2023 INV0008692	TMOBILE 01/21-02/20 PHONE-CE WIRELESS SVC	T-MOBILE	100-2110-53715	315.40 315.40
9635	3/3/2023 159847053 159977437	ULINE PICNIC BENCHES-LA PUENTE PARK BLACK UTILITY CART	ULINE	280-5606-59300 100-3330-53012	6,970.48 6,445.78 524.70
9636	3/3/2023 1325	UNISUP PESTICIDE SPRAYERS	UNISON SUPPLY	100-3100-53012	543.12 543.12
9637	3/3/2023 210688076-006 210699856-007	UNREN TRAILER TILT RENTAL SKID STEER BUCKET RENTAL	UNITED RENTALS	285-3330-53822 285-3330-53822	3,391.03 543.75 2,847.28
9638	3/3/2023 22008-01	WESWHI LP PARK MIDDLE RESTROOM-DESIGN	WESTBERG + WHITE, INC.	280-5606-59210	15,664.00 15,664.00
9639	3/3/2023 002-28295	WILENG 01/23 BLDG & SAFETY SVC	WILLDAN ENGINEERING	100-3310-53111	37,963.96 37,963.96

Check Register Report

Payment Dates: 2/22/2023 - 3/3/2023

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
9640	3/3/2023 2023.02.25-2	FOUN WORLD SPACE PROGRAM CLASSES-SAT. & MIMELIGHT	WORLD SPACE FOUNDATION	263-3320-53111	1,400.00 1,400.00
DFT0001937	2/24/2023 195426	BIGTEX GRAFFITI TRAILER	BIG TEX TRAILER	555-3150-54484	4,478.68 4,478.68
DFT0001938	3/3/2023 87366532	WEXBANK 02/23 FUEL PURCHASE	WEX BANK	555-3150-53014	6,544.52 6,544.52
DFT0001939	3/3/2023 INV0008654	PENTR 115 PENSION TRUST CONTRIBUTION FY 22/23	PENSION STABILIZATION TRUST	100-1135-51211	100,000.00 100,000.00
DFT0001941	3/3/2023 INV0008664 INV0008664	AFLAC EMPLOYEE LIFE ASSURANCE EMPLOYEE LIFE ASSURANCE	AFLAC	100-20399 260-20399	137.43 134.63 2.80
DFT0001942	3/3/2023 INV0008665 INV0008665 INV0008665	AFLAC EMPLOYEE INSURANCE EMPLOYEE INSURANCE EMPLOYEE INSURANCE	AFLAC	100-20399 260-20399 263-20399	167.37 116.72 18.41 32.24
DFT0001943	3/3/2023 INV0008668 INV0008668 INV0008668 INV0008668 INV0008668	ICMARC EMPLOYEE LOAN REPYMT EMPLOYEE LOAN REPYMT EMPLOYEE LOAN REPYMT EMPLOYEE LOAN REPYMT EMPLOYEE LOAN REPYMT	VANTAGEPOINT TRANSFER AGENTS-457	100-20399 200-20399 205-20399 210-20399 260-20399	30.16 22.66 2.05 0.34 3.75 1.36
DFT0001944	3/3/2023 INV0008669 INV0008669 INV0008669 INV0008669 INV0008669 INV0008669 INV0008669 INV0008669 INV0008669	ICMARC EMPLOYEE CONTRIBUTIONS EMPLOYEE CONTRIBUTIONS EMPLOYEE CONTRIBUTIONS EMPLOYEE CONTRIBUTIONS EMPLOYEE CONTRIBUTIONS EMPLOYEE CONTRIBUTIONS EMPLOYEE CONTRIBUTIONS EMPLOYEE CONTRIBUTIONS EMPLOYEE CONTRIBUTIONS	VANTAGEPOINT TRANSFER AGENTS-457	100-20399 200-20399 202-20399 203-20399 205-20399 210-20399 215-20399 260-20399	1,315.00 704.73 173.28 58.67 61.04 25.74 121.99 129.50 40.05
DFT0001945	3/3/2023 INV0008671 INV0008671 INV0008671 INV0008671 INV0008671 INV0008671 INV0008671 INV0008671 INV0008671 INV0008671	CPERS-HEALTH HEALTH INSURANCE HEALTH INSURANCE HEALTH INSURANCE HEALTH INSURANCE HEALTH INSURANCE HEALTH INSURANCE HEALTH INSURANCE HEALTH INSURANCE HEALTH INSURANCE HEALTH INSURANCE	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM	100-20399 200-20399 202-20399 203-20399 205-20399 210-20399 215-20399 260-20399 263-20399 283-20399 285-20399	58,508.66 47,742.72 2,128.61 204.18 715.47 695.58 1,876.32 598.86 2,857.78 549.72 292.23 847.19
DFT0001946	3/3/2023 INV0008673 INV0008673 INV0008673 INV0008673 INV0008673 INV0008673 INV0008673 INV0008673 INV0008673 INV0008673	PERSYS-RETIRE EMPLOYER CONTRIBUTION EMPLOYER CONTRIBUTION EMPLOYER CONTRIBUTION EMPLOYER CONTRIBUTION EMPLOYER CONTRIBUTION EMPLOYER CONTRIBUTION EMPLOYER CONTRIBUTION EMPLOYER CONTRIBUTION EMPLOYER CONTRIBUTION EMPLOYER CONTRIBUTION	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM	100-20360 200-20360 202-20360 203-20360 205-20360 210-20360 215-20360 260-20360 263-20360 283-20360	15,826.50 12,497.68 749.51 72.08 193.28 193.29 482.14 200.77 561.81 545.23 69.74

Check Register Report

Payment Dates: 2/22/2023 - 3/3/2023

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
	INV0008673	EMPLOYER CONTRIBUTION		285-20360	260.97
DFT0001947	3/3/2023	PERSYS-RETIRE	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM		11,253.83
	INV0008674	PERS- NEW EMPLY CONTRB		100-20399	8,646.02
	INV0008674	PERS- NEW EMPLY CONTRB		200-20399	557.42
	INV0008674	PERS- NEW EMPLY CONTRB		202-20399	66.01
	INV0008674	PERS- NEW EMPLY CONTRB		203-20399	153.74
	INV0008674	PERS- NEW EMPLY CONTRB		205-20399	134.64
	INV0008674	PERS- NEW EMPLY CONTRB		210-20399	321.24
	INV0008674	PERS- NEW EMPLY CONTRB		215-20399	175.64
	INV0008674	PERS- NEW EMPLY CONTRB		260-20399	408.92
	INV0008674	PERS- NEW EMPLY CONTRB		263-20399	499.27
	INV0008674	PERS- NEW EMPLY CONTRB		283-20399	63.86
	INV0008674	PERS- NEW EMPLY CONTRB		285-20399	227.07
DFT0001948	3/3/2023	PERSYS-RETIRE	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM		775.23
	INV0008675	EMPLOYEE PORTION		100-20360	750.90
	INV0008675	EMPLOYEE PORTION		200-20360	8.11
	INV0008675	EMPLOYEE PORTION		210-20360	16.22
DFT0001949	3/3/2023	PERSYS-RETIRE	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM		56.00
	INV0008678	SURVIVORS LIFE INSURANCE		100-20350	44.18
	INV0008678	SURVIVORS LIFE INSURANCE		200-20350	3.10
	INV0008678	SURVIVORS LIFE INSURANCE		202-20350	0.10
	INV0008678	SURVIVORS LIFE INSURANCE		203-20350	0.41
	INV0008678	SURVIVORS LIFE INSURANCE		205-20350	0.42
	INV0008678	SURVIVORS LIFE INSURANCE		210-20350	1.10
	INV0008678	SURVIVORS LIFE INSURANCE		215-20350	0.33
	INV0008678	SURVIVORS LIFE INSURANCE		260-20350	1.68
	INV0008678	SURVIVORS LIFE INSURANCE		263-20350	2.76
	INV0008678	SURVIVORS LIFE INSURANCE		283-20350	0.31
	INV0008678	SURVIVORS LIFE INSURANCE		285-20350	1.61
DFT0001950	3/3/2023	EMPLOY	EMPLOYMENT DEVELOPMENT DEPT		5,897.02
	INV0008681	STATE INCOME TAX		100-20310	4,752.76
	INV0008681	STATE INCOME TAX		200-20310	207.68
	INV0008681	STATE INCOME TAX		202-20310	39.11
	INV0008681	STATE INCOME TAX		203-20310	71.07
	INV0008681	STATE INCOME TAX		205-20310	54.21
	INV0008681	STATE INCOME TAX		210-20310	151.54
	INV0008681	STATE INCOME TAX		215-20310	106.44
	INV0008681	STATE INCOME TAX		260-20310	125.58
	INV0008681	STATE INCOME TAX		263-20310	290.87
	INV0008681	STATE INCOME TAX		283-20310	32.45
	INV0008681	STATE INCOME TAX		285-20310	65.31
DFT0001951	3/3/2023	IRSPR	IRS PAYROLL TAX DEPOSIT		16,366.88
	INV0008682	FEDERAL WITHHOLDING		100-20300	13,233.79
	INV0008682	FEDERAL WITHHOLDING		200-20300	556.70
	INV0008682	FEDERAL WITHHOLDING		202-20300	104.48
	INV0008682	FEDERAL WITHHOLDING		203-20300	193.93
	INV0008682	FEDERAL WITHHOLDING		205-20300	133.92
	INV0008682	FEDERAL WITHHOLDING		210-20300	444.24
	INV0008682	FEDERAL WITHHOLDING		215-20300	281.72
	INV0008682	FEDERAL WITHHOLDING		260-20300	469.11
	INV0008682	FEDERAL WITHHOLDING		263-20300	660.92
	INV0008682	FEDERAL WITHHOLDING		283-20300	85.30
	INV0008682	FEDERAL WITHHOLDING		285-20300	202.77
DFT0001952	3/3/2023	IRSPR	IRS PAYROLL TAX DEPOSIT		6,662.68
	INV0008683	MEDICARE TAX		100-20300	4,778.72

Check Register Report

Payment Dates: 2/22/2023 - 3/3/2023

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
	INV0008683	MEDICARE TAX		200-20300	214.80
	INV0008683	MEDICARE TAX		202-20300	25.52
	INV0008683	MEDICARE TAX		203-20300	101.34
	INV0008683	MEDICARE TAX		205-20300	82.60
	INV0008683	MEDICARE TAX		210-20300	126.58
	INV0008683	MEDICARE TAX		215-20300	67.56
	INV0008683	MEDICARE TAX		260-20300	188.36
	INV0008683	MEDICARE TAX		263-20300	896.26
	INV0008683	MEDICARE TAX		283-20300	28.82
	INV0008683	MEDICARE TAX		285-20300	152.12
DFT0001953	3/3/2023	CPERS-HEALTH	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM		15,756.95
	INV0008684	03/23 RETIREES HEALTH INSURANCE		100-1135-51314	15,512.68
	INV0008684	03/23 CalPers Admin Fee		100-1135-51314	244.27
DFT0001954	3/3/2023	CENESC	CENTRAL ESCROW GROUP, INC		15,750.00
	INV0008697	PARCEL DEPOSIT-VALLEY/OLD VALLEY LOT		400-5611-59300	15,750.00
DFT0001955	3/3/2023	CALCARD	US Bank CalCard		2,420.90
	INV0008658	MINI BULB		100-3310-53011	9.89
	INV0008658	LUNAR NEW YEAR		100-48900	63.54
	INV0008658	CHINESE NEW YEAR		263-3320-53011	4.36
	INV0008658	CHINESE NEW YEAR		263-3320-53011	15.74
	INV0008658	LUNAR NEW YEAR		263-3320-53011	14.27
	INV0008658	LUNAR NEW YEAR		263-3320-53011	307.10
	INV0008658	LUNAR NEW YEAR SUPPLIES		263-3320-53011	41.98
	INV0008658	CHINESE NEW YEAR		263-3320-53011	102.39
	INV0008658	CHINESE NEW YEAR SUPPLIES		263-3320-53011	816.29
	INV0008658	LUNAR NEW YEAR		263-3320-53011	524.23
	INV0008658	REMARKABLE OSLO		550-6100-53017	2.99
	INV0008658	SOFTWARE		550-6100-53017	59.47
	INV0008658	REMARKABLE OSLO		550-6100-53017	2.99
	INV0008658	REMARKABLE OSLO		550-6100-53017	2.99
	INV0008658	NETWORK CABLES		550-6100-53018	123.90
	INV0008658	SUPPLIES FOR COURTYARD STAGE		550-6100-53018	328.77
DFT0001956	3/3/2023	CALCARD	US Bank CalCard		2,935.39
	INV0008657	FREEZER - ANIMAL CONTROL		100-2130-53011	1,092.80
	INV0008657	CA STATUE BOOKS		100-3300-53976	348.33
	INV0008657	US FLAG - LP PARK		100-3330-53011	360.09
	INV0008657	BUS STOP TRASH BAGS		210-3130-53816	59.37
	INV0008657	BATTERIES FOR BUS SHELTER		210-3130-53816	876.30
	INV0008657	TIRES FOR MAINT CART		555-3150-53812	198.50
DFT0001957	3/3/2023	CALCARD	US Bank CalCard		-9.89
	CM0000071	CREDIT - OFFICE SUPPLY		100-3310-53011	-9.89
DFT0001958	3/3/2023	CALCARD	US Bank CalCard		147.04
	INV0008661	LUNCH MTG AGENDA REVIEW		100-1110-53972	63.97
	INV0008661	CITY NOTE CARD		100-1120-53976	11.94
	INV0008661	CITY NOTE CARDS		100-1120-53976	17.57
	INV0008661	OFFICE SUPPLIES		100-1120-53976	53.56
DFT0001959	3/3/2023	CALCARD	US Bank CalCard		3,277.02
	INV0008656	OFFICE SUPPLIES		100-4100-53011	193.34
	INV0008656	OFFICE SUPPLIES		100-4100-53011	175.99
	INV0008656	OFFICE SUPPLIES		100-4100-53011	109.99
	INV0008656	OFFICE SUPPLIES		100-4100-53011	66.86
	INV0008656	OFFICE SUPPLIES		100-4100-53011	64.59
	INV0008656	OFFICE SUPPLIES		100-4100-53011	19.79
	INV0008656	OFFICE SUPPLIES		100-4100-53011	19.70
	INV0008656	CJPIA TRAINING - DOMINGUEZ		100-4100-53972	375.00

Check Register Report

Payment Dates: 2/22/2023 - 3/3/2023

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
	INV0008656	2022 CPRS AWARD OF EXCELLENCE		100-4100-53972	75.00
	INV0008656	CJPIA TRAINING - SAUCEDO		100-4100-53972	375.00
	INV0008656	PICKLEBALL SUPPLIES		100-4110-53980	901.76
	INV0008656	ELECTRONIC FLYER DISTRUBITION		100-4140-53415	900.00
DFT0001960	3/3/2023	CALCARD	US Bank CalCard		-187.37
	CM0000070	CREDIT - SIGTECHWIFI		100-2130-53011	-187.37
DFT0001961	3/3/2023	CALCARD	US Bank CalCard		958.49
	INV0008653	LUNCH MTG WITH HR		100-1110-53972	30.71
	INV0008653	MTG WITH MEDIA CONTRACTOR		100-1110-53972	40.74
	INV0008653	LUNCH MTG WITH CHINESE MEDIA		100-1110-53972	89.06
	INV0008653	LUNCH MTG WITH CITY FACILITIES CLEANING		100-1110-53972	68.92
	INV0008653	LUNCH MTG REVIEW AGENDA		100-1110-53972	42.17
	INV0008653	LUNCH MTG WITH TECH CREW		100-1110-53972	29.13
	INV0008653	PATCH ON CM POLO SHIRT		100-1110-53976	8.00
	INV0008653	BACKGROUND SVC		100-1135-53406	16.95
	INV0008653	VESTA AT & T		100-2130-53011	40.61
	INV0008653	SIGTECHWIFI		100-2130-53011	187.37
	INV0008653	FUEL		555-3150-53014	82.07
	INV0008653	FUEL		555-3150-53014	75.71
	INV0008653	FUEL		555-3150-53014	22.94
	INV0008653	FUEL		555-3150-53014	39.99
	INV0008653	FUEL		555-3150-53014	95.71
	INV0008653	FUEL		555-3150-53014	88.41
Grand Total:					941,959.09

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL FUND	335,000.96
200 - GAS TAX FUND	15,002.57
202 - RMRA (SB 1)	586.40
203 - MEASURE M FUND	1,642.82
205 - MEASURE R FUND	1,441.02
210 - PROP A FUND	226,066.92
215 - PROP C FUND	1,606.45
260 - CDBG PROGRAM FUND	11,725.29
263 - AMERICAN RESCUE PLAN ACT FUND	60,790.23
280 - MISCELLANEOUS GRANTS FUND	153,228.54
283 - MEASURE A SAFE PARKS FUND	590.44
285 - LIGHTING & LANDSCAPE MAINTENANCE	26,334.00
400 - CAPITAL PROJECTS FUND	15,750.00
500 - SEWER CONSTRUCTION/MAINTENANCE FUND	32,460.72
550 - EQUIPMENT REPLACEMENT FUND	44,740.05
555 - VEHICLE MAINTENANCE & REPLACEMENT FUND	14,273.93
600 - SPECIAL DEPOSIT FUND	718.75
Grand Total:	941,959.09

Account Summary

Account Number	Account Name	Payment Amount
100-1100-53111	Contract Services - Private	2,500.00
100-1100-53971	Dues & Memberships	13,949.00
100-1110-53972	Conferences & Meetings	364.70
100-1110-53976	Special Departmental	8.00
100-1120-53011	Operating Supplies	796.16
100-1120-53111	Contract Services - Private	858.75
100-1120-53976	Special Departmental	83.07
100-1130-53011	Operating Supplies	523.19
100-1130-53111	Contract Services - Private	1,952.50
100-1130-53972	Conferences & Meetings	656.99
100-1135-51211	Retirement	100,000.00
100-1135-51314	Health Insurance	15,756.95
100-1135-53406	Recruitment Expenses	16.95
100-1150-53011	Operating Supplies	138.26
100-1150-53211	Postage & Mailing Services	3,000.00
100-1150-53715	Utility - Communications	677.41
100-1150-53811	Equipment Maintenance	3,935.16
100-1150-53813	Facility Maintenance	98.65
100-1150-53814	Landscape Maintenance	308.38
100-1150-53911	Equipment Lease/Rental	1,040.32
100-20300	FIT Payable	18,012.51
100-20310	SIT Payable	4,752.76
100-20320	Life Ins Payable	546.34
100-20330	LTD Payable	1,935.18
100-20340	PARS	2,893.97
100-20350	Group Insurance	44.18
100-20360	PERS	13,248.58
100-20399	Other Payroll Deductions	57,491.55
100-2110-53011	Operating Supplies	989.55
100-2110-53111	Contract Services - Private	13,323.33
100-2110-53114	Legal Services	1,215.00
100-2110-53411	Printing & Publishing	59.50
100-2110-53715	Utility - Communications	315.40
100-2110-53972	Conferences & Meetings	110.00
100-2130-53011	Operating Supplies	1,133.41
100-2130-53015	Uniforms/Boot Reimburs...	277.70

Account Summary

Account Number	Account Name	Payment Amount
100-2130-53111	Contract Services - Private	1,834.50
100-3100-53012	Small Tools & Equipment	772.78
100-3100-53715	Utility - Communications	1,160.84
100-3110-53121	Industrial Waste Inspecti...	606.64
100-3300-53011	Operating Supplies	144.10
100-3300-53972	Conferences & Meetings	58.00
100-3300-53976	Special Departmental	348.33
100-3310-53011	Operating Supplies	0.00
100-3310-53111	Contr Svc - Private - B&S F...	37,963.96
100-3320-53111	Contract Services - Private	27.24
100-3330-53011	Operating Supplies	427.06
100-3330-53012	Small Tools & Equipment	524.70
100-3330-53015	Uniform/Boot Reimburse...	891.76
100-3330-53822	Park Maintenance & Repa...	1,629.03
100-4100-53011	Operating Supplies	650.26
100-4100-53012	Small Tools & Equipment	29.21
100-4100-53711	Utility - Gas	2,101.33
100-4100-53715	Utility - Communications	47.52
100-4100-53811	Equipment Maintenance	29.99
100-4100-53972	Conferences & Meetings	975.46
100-4110-53711	Utility - Gas	650.67
100-4110-53980	Sports Activities	1,436.36
100-4130-53012	Small Tools & Equipment	568.38
100-4130-53715	Utility - Communications	233.53
100-4130-53811	Equipment Maintenance	2,100.00
100-4130-53979	Special Events	90.00
100-4140-53415	Community Outreach	900.00
100-4140-53979	Special Events	5,071.95
100-48900	Miscellaneous	816.96
100-5596-59300	Construction Costs	9,897.00
200-20300	FIT Payable	771.50
200-20310	SIT Payable	207.68
200-20320	Life Ins Payable	19.30
200-20330	LTD Payable	95.27
200-20340	PARS	1.73
200-20350	Group Insurance	3.10
200-20360	PERS	757.62
200-20399	Other Payroll Deductions	2,861.36
200-3120-53713	Utility - Hwy Lights	534.75
200-3120-53819	Signal Maintenance	8,801.03
200-3120-53821	Traffic Markings/Signs	949.23
202-20300	FIT Payable	130.00
202-20310	SIT Payable	39.11
202-20320	Life Ins Payable	1.56
202-20330	LTD Payable	14.69
202-20350	Group Insurance	0.10
202-20360	PERS	72.08
202-20399	Other Payroll Deductions	328.86
203-20300	FIT Payable	295.27
203-20310	SIT Payable	71.07
203-20320	Life Ins Payable	6.27
203-20330	LTD Payable	33.67
203-20340	PARS	112.60
203-20350	Group Insurance	0.41
203-20360	PERS	193.28
203-20399	Other Payroll Deductions	930.25
205-20300	FIT Payable	216.52
205-20310	SIT Payable	54.21

Account Summary

Account Number	Account Name	Payment Amount
205-20320	Life Ins Payable	6.34
205-20330	LTD Payable	28.98
205-20340	PARS	84.96
205-20350	Group Insurance	0.42
205-20360	PERS	193.29
205-20399	Other Payroll Deductions	856.30
210-20220	Retention Payable	-11,466.00
210-20300	FIT Payable	570.82
210-20310	SIT Payable	151.54
210-20320	Life Ins Payable	17.52
210-20330	LTD Payable	72.88
210-20340	PARS	1.73
210-20350	Group Insurance	1.10
210-20360	PERS	498.36
210-20399	Other Payroll Deductions	2,323.30
210-3130-53816	Bus Shelter Maintenance	4,575.67
210-5547-59300	Construction Costs	229,320.00
215-20300	FIT Payable	349.28
215-20310	SIT Payable	106.44
215-20320	Life Ins Payable	5.00
215-20330	LTD Payable	38.90
215-20340	PARS	1.73
215-20350	Group Insurance	0.33
215-20360	PERS	200.77
215-20399	Other Payroll Deductions	904.00
260-20220	Retention Payable	595.00
260-20300	FIT Payable	657.47
260-20310	SIT Payable	125.58
260-20320	Life Ins Payable	26.62
260-20330	LTD Payable	88.63
260-20340	PARS	89.18
260-20350	Group Insurance	1.68
260-20360	PERS	561.81
260-20399	Other Payroll Deductions	3,329.32
260-3320-53977	Grants & Loans - Resident...	6,250.00
263-20300	FIT Payable	1,557.18
263-20310	SIT Payable	290.87
263-20320	Life Ins Payable	31.21
263-20330	LTD Payable	105.92
263-20340	PARS	1,761.01
263-20350	Group Insurance	2.76
263-20360	PERS	545.23
263-20399	Other Payroll Deductions	1,081.23
263-3320-53011	Operating Supplies	2,315.86
263-3320-53111	Contract Services-Private	1,400.00
263-3320-53416	Social Media Technology	16,000.00
263-3320-53993	Youth Activities Program	35,698.96
280-20220	Retention Payable	-2,000.00
280-3300-53111	Contract Services - Private	48,765.76
280-5547-59300	Construction Costs	40,000.00
280-5606-59210	Design Engineering	20,092.00
280-5606-59300	CONSTRUCTION COSTS	46,370.78
283-20300	FIT Payable	114.12
283-20310	SIT Payable	32.45
283-20320	Life Ins Payable	2.20
283-20330	LTD Payable	15.53
283-20350	Group Insurance	0.31
283-20360	PERS	69.74

Account Summary

Account Number	Account Name	Payment Amount
283-20399	Other Payroll Deductions	356.09
285-20300	FIT Payable	354.89
285-20310	SIT Payable	65.31
285-20320	Life Ins Payable	10.64
285-20330	LTD Payable	33.57
285-20340	PARS	167.67
285-20350	Group Insurance	1.61
285-20360	PERS	260.97
285-20399	Other Payroll Deductions	1,074.26
285-3330-53111	Contract Services - Private	106.92
285-3330-53813	Facility Maintenance	6,995.96
285-3330-53822	Park Maintenance & Repa...	17,262.20
400-5611-59300	Construction Costs	15,750.00
500-3210-53111	Contract Services - Private	32,460.72
550-6100-53017	Software & Licensing	68.44
550-6100-53018	Computer Hardware & Su...	40,471.61
550-6100-53111	Contract Services - Private	4,200.00
555-3150-53014	Fuel	8,070.95
555-3150-53812	Vehicle Maintenance	1,724.30
555-3150-54484	Vehicle Purchase	4,478.68
600-47440	Strong Motion Inst. Fee	505.81
600-47441	SB1473 (Green Fee)	212.94
Grand Total:		941,959.09

Project Account Summary

Project Account Key	Payment Amount
None	876,000.08
100023E	18,315.86
100323E	24,840.00
100423E	6,750.74
101523E	4,108.22
30123E	6,845.00
30223E	27.24
61423E	43.20
61723E	5,020.00
62023E	8.75
Grand Total:	941,959.09



City of La Puente **AGENDA REPORT**

To: Mayor and City Council For meeting of: March 14, 2023

From: Bob Lindsey, City Manager

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

SUBJECT: CONSIDERATION OF ACCEPTANCE OF NOTICE OF COMPLETION FOR
BUS SHELTER REPLACEMENT AND CITY LOGO INSTALLATION ON
EXISTING BUS SHELTERS AT VARIOUS LOCATIONS

BACKGROUND

On August 23, 2022, the City Council awarded a construction contract to Alfaro Communications Construction, Inc. in the amount of \$373,806, including a 10 percent project contingency of \$37,381, to complete the Bus Shelter Replacement and City Logo Installation on Existing Bus Shelters at Various Locations Project ("Project"). The Council also approved Resolution No. 22-5748 amending the 2022/2023 Capital Budget to increase the Proposition A appropriation for the Project by \$56,187.

DISCUSSION

On January 23, 2023, Alfaro Communications commenced work on the Project and the Project was completed on February 23, 2023. The Project involved the removal and installation of new bus shelter structures at seven (7) locations (consisting of 10 new bus shelters) in the City. The Project also included the installation of 58 City logo signs on the bus shelters previously installed in 2017 as well as the existing reconditioned shelters in the City that were previously powder coated.

The contractor's bid price for this Project was \$373,806. During construction, there were two bid item quantity adjustments that resulted in a net increase of \$13,699, due to a significant increase in the square footage of sidewalk to be removed and reconstructed and a slight reduction in the sidewalk area that was pressure washed at each bus shelter location.

There was one change order on the Project in the amount of \$21,015 due to the additional unforeseen thickness of sidewalk that was removed and reconstructed. The total construction cost for this project was \$408,520, which is 9.3% above the original contract amount due to the quantity adjustments and change order work discussed above.

FISCAL IMPACT

The Fiscal Year 2022-2023 Capital Improvement Project budget originally included \$345,000 from Proposition A funds and \$40,000 of the Foothill Transit grant funds, for a total of \$385,000. At the meeting of August 23, 2022, the City Council adopted Resolution No. 22-5748 appropriating an additional \$56,187.00 of Proposition A funds to this Project, bringing the total funding for construction to \$441,187.00. The final Project cost for construction was \$408,520.

RECOMMENDATION

It is recommended that the City Council: (1) accept the project as complete; and (2) authorize the City Clerk to execute the Notice of Completion.

ATTACHMENTS

Attachment "A": Notice of Completion

RECORDING REQUESTED BY
CITY OF LA PUENTE
AND WHEN RECORDED MAIL TO

NAME CITY OF LA PUENTE
CITY CLERK
STREET 15900 East Main Street
ADDRESS
CITY La Puente CA 91744
STATE California
ZIP 91744

EXEMPT FROM FILING FEES PER GOV. CODE SECTION 6103

SPACE ABOVE LINE FOR RECORDER'S USE

NOTICE OF COMPLETION

Notice pursuant to Civil Code Section 3093, must be filed within 10 days after completion. (See reverse side for complete requirements.)

Notice is hereby given that:

1. The undersigned is owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described:
2. The full name of the owner is City of La Puente
3. The full address of the owner is 15900 East Main Street, La Puente, CA 91744
4. The nature of the interest or estate of the owner is: in fee.

(if other than Fee, strike "In fee" and insert, for example, "purchaser under contract of purchase", or "lessee")

5. The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:
NAMES ADDRESSES

6. The full names and addresses of the predecessors in interest of the undersigned, if the property was transferred subsequent to the commencement of the work or improvements herein referred to:
NAMES ADDRESSES

7. A work of improvement on the property hereinafter described was substantially completed on February 23, 2023.

8. The work done was: Replacement of bus shelters, removal and replacement of sidewalk, and installation of City logo signs at various locations.

9. The names of the contractor, if any, for such work of improvement was: Alfaro Communications Construction, Inc.

August 23, 2022

(If no contractor for work of improvement as a whole, insert "None")

(Date of Contract)

10. The property on which said work of improvement was completed is in the City of: La Puente
County of Los Angeles, State of CA, and is described as follows: Bus Shelter Replacement and City Logo Installation on Existing Bus Shelters at Various Locations

11. The street address of said property is None

(If no street address has been officially assigned, insert "none".)

Executed on _____ at La Puente, CA

(Signature of Owner or corporate officer of Owner named in paragraph 2, or agent)

VERIFICATION

I, the undersigned, say: I am the City Clerk of the City of La Puente, the declarant of the foregoing Notice of Completion. I have read said Notice of Completion and know the contents thereof; the same is true to my own knowledge. I declare under penalty of perjury that the foregoing is true and correct. Executed on _____ at La Puente, CA

City of La Puente, City Clerk

ATTACHMENT A



City of La Puente AGENDA REPORT

To: Mayor and City Council

For meeting of: March 14, 2023

From: Bob Lindsey, City Manager

By: John Di Mario, Development Services Director
Gisel Rubio, Rehabilitation Grant Specialist

SUBJECT: CONSIDERATION OF A RESOLUTION CONSENTING TO THE INCLUSION OF PROPERTIES WITHIN THE TERRITORY OF THE CITY IN THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY OPEN PACE PROGRAMS; AUTHORIZING THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY TO ACCEPT APPLICATIONS FROM PROPERTY OWNERS, CONDUCT CONTRACTUAL ASSESSMENT PROCEEDINGS AND LEVY CONTRACTUAL ASSESSMENTS WITHIN THE TERRITORY OF THE CITY; AND AUTHORIZING RELATED ACTIONS

BACKGROUND

The Property Assessed Clean Energy program, otherwise known as “PACE” is a mechanism for local residential and commercial property owners to finance renewable energy, energy efficiency, water conservation, seismic retrofitting, electric vehicle charging and most recently fire resiliency projects on their properties. Property owners meeting eligibility requirements can leverage funds from the equity in their property to voluntarily participate in the program, which is administered by a PACE provider and sponsored by a joint powers authority (“JPA”). Participating property owners can repay the cost of the project via a voluntary special assessment added to their annual property tax bill.

On June 14, 2016, the City became a member of the California Statewide Communities Development Authority (“CSCDA”) Open PACE, when the City Council conducted a TEFRA hearing and adopted Resolution 16-5281 approving the issuance of tax-exempt bonds for the rehabilitation of the La Puente Park Apartments located at 14714 E. Prichard Street. CSCDA Open PACE served as the municipal issuer of tax-exempt multi-family housing revenue bonds for the purpose of making a loan to the property owner to finance the rehabilitation, improvement and equipping of the 132-unit affordable multifamily housing rental project.

At the City Council meeting of October 24, 2017, the City Council adopted Resolution Nos. 17-5372 and 17-5373 providing for an additional PACE administrator in the City. The resolutions approved the City becoming an Associate Member of the Golden State Finance Authority (“GSFA”) and allowing YgreneWorks to offer La Puente residents and businesses PACE financing as a program administrator.

In addition, on November 14, 2017, the City Council adopted Resolution 17-5376 providing for additional PACE program administrators to provide this special financing in the City. The resolution approved the City to become an associate member of the California Municipal Finance Authority

("CMFA"). As part of its economic and community development efforts, the CMFA along with its various program administrators have been offering PACE financing for qualified residential and commercial property owners in its participating cities.

DISCUSSION

Several pieces of legislation have been approved in recent years that has significantly strengthened and enhanced the disclosures and consumer protections applicable to the PACE industry. These include prohibiting prepayment penalties, financing for homeowners with reverse mortgages, and the right to cancel on all home improvement contracts up to five days following approval for persons over sixty-five years of age.

PACE financing offers an alternative to traditional credit-based options for financing property improvements which include paying cash for the improvements, taking out a home equity line of credit, or using credit cards. PACE financing eligibility is primarily based on property equity rather than the credit worthiness of the applicant; in addition to their ability to repay the loan by way of an increase in annual property taxes. PACE financing has fixed, long-term interest rates with terms generally longer than other options, but bound by maximum term to the useful life of the improvements being completed. Because a PACE assessment or special tax is filed as a lien on the property, it is designed to transfer with the property upon sale, potentially removing a barrier to making long-term investments in one's property. Some other advantages of PACE financing include 100% financing for eligible improvements, the strongest consumer protection and contractor oversight of any other finance option, robust customer service and resolution support and the reliability of pre-approved contractors. As with other forms of financing, participation in PACE financing is 100% voluntary. Only property owners who choose to finance improvements will have assessments placed on their property.

Because privately funded PACE financing involves no taxpayer dollars or staff obligation for program administration and the transactions are between program administrators and building owners, the City will incur no cost or risk associated with program activities. Additionally, the City is not obligated to provide any administrative support or marketing for the programs, which are administered by the PACE program administrators.

The City has recently been approached by Renew Financial (also known as California First) who along with other program administrators are members of CSCDA Open PACE. Attached is Resolution No. 23-5783 which would provide for the various program administrators such as Renew Financial to be eligible to offer PACE project financing for both commercial and residential properties in the City.

This would allow for interested property owners in the City to shop for the best price and service through the availability of the CSCDA Open PACE administrators. This would also incentivize more property owners to undertake improvements, resulting in the creation of more renewable energy and local jobs; reduction in energy use, greenhouse gas emissions and water consumption; an increase use of electric vehicle charging; and seismic retrofitting and fire protection.

CSCDA Open PACE is an umbrella initiative including Renew Financial (CaliforniaFirst), Home Run Financing, FortiFi, Counterpointe Energy Solutions, CleanFund Commercial, GreenWorks Lending,

White Oak, PACE Equity, Stonehill PACE, LordCap PACE, GreenPACE Capital, PACE Loan Group, Poppy Bank, and Petros PACE Finance.

CSCDA Open PACE's goal is to create a platform to vet and pre-qualify PACE administrators so that local governments only need to pass a single resolution to authorize multiple providers including specialist residential and commercial PACE providers. Any additional PACE program providers that become qualified under CSCDA Open PACE after the City Council adopts the resolution would be automatically authorized to operate within the City. Below is a list of the current CSCDA Open PACE providers that serve residential and commercial property owners:

CSCDA Open PACE - Residential:

- Renew Financial – through its California First
- Home Run Financing
- FortiFi

CSCDA Open PACE - Commercial:

- Counterpointe Energy Solutions
- CleanFund Commercial
- GreenWorks Lending
- White Oak
- PACE Equity, Stonehill PACE
- LordCap PACE
- GreenPACE Capital
- PACE Loan Group
- Poppy Bank
- Petros PACE Finance

In order to promote choice and competition and provide property owners in the City with more financing options, Staff is recommending that the City Council approve the attached Resolution.

FISCAL IMPACT

No impact to the City in approving the Resolution.

RECOMMENDATION

It is recommended that the City Council adopt Resolution No. 23-5783 consenting to the inclusion of properties within the territory of the City in the CSCDA Open PACE Programs; authorizing the CSCDA to accept applications from property owners, conduct contractual assessment proceedings and levy contractual assessments within the territory of the City; and authorizing related actions.

ATTACHMENTS

Attachment "A": Resolution No. 23-5783

RESOLUTION NO. 23-5783

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LA PUENTE, CALIFORNIA, CONSENTING TO THE
INCLUSION OF PROPERTIES WITHIN THE TERRITORY
OF THE CITY IN THE CALIFORNIA STATEWIDE
COMMUNITIES DEVELOPMENT AUTHORITY OPEN
PACE PROGRAMS; AUTHORIZING THE CALIFORNIA
STATEWIDE COMMUNITIES DEVELOPMENT
AUTHORITY TO ACCEPT APPLICATIONS FROM
PROPERTY OWNERS, CONDUCT CONTRACTUAL
ASSESSMENT PROCEEDINGS AND LEVY
CONTRACTUAL ASSESSMENTS WITHIN THE
TERRITORY OF THE CITY; AND AUTHORIZING
RELATED ACTIONS**

WHEREAS, the California Statewide Communities Development Authority (the “Authority”) is a joint exercise of powers authority, the members of which include numerous cities and counties in the State of California, including the City of La Puente (the “City”); and

WHEREAS, Chapter 29 of Division 7 of the Streets & Highways Code (“Chapter 29”) authorizes the Authority to establish voluntary contractual assessment programs to finance or refinance renewable energy, energy efficiency, water efficiency and seismic strengthening improvements, electric vehicle charging infrastructure and such other improvements, infrastructure or other work as may be authorized by law from time to time (collectively, the “Improvements”) through the levy of contractual assessments within counties and cities throughout the State of California that consent to the participation of properties within their respective territories and the issuance of bonds from time to time; and

WHEREAS, for the purpose of providing financing and refinancing for the Improvements, the Authority has established two (2) California Statewide Communities Development Authority (“CSCDA”) Open PACE Programs (the “Programs”): (i) the CaliforniaFIRST Program and (ii) the California Statewide Communities Development Authority Open PACE Program; and

WHEREAS, the City of La Puente (the “City”) is committed to the development of renewable energy generation and energy efficiency improvements, reduction of greenhouse gases, and protection of the environment; and

WHEREAS, the City wishes to provide innovative solutions to its property owners to achieve energy efficiency and water conservation and in doing so cooperate with Authority in order to efficiently and economically assist property owners within the City in financing such Authorized Improvements: and

WHEREAS, the Authority has designated multiple third-party program administrators to administer the Programs; the current program administrators are the CounterPointe Sustainable

Real Estate ((CA) LLC), PACE Funding Group LLC, Renew Financial Group LLC, CleanFund Commercial PACE Capital, Fortifi, Greenworks Lending, White Oak Advisors, Stonehill PACE, LLC, LordCap PACE, Green PACE Capital, Poppy Bank, PACE Loan Group, GreenRock Healthcare Capital, CastleGreen Finance, Bayview Asset Management and Petros PACE Finance, and the Authority will notify the City of any additions or changes; and

WHEREAS, the Authority may also administer certain projects itself, working directly with third-party capital providers; and

WHEREAS, Chapter 29 provides that assessments may be levied under its provisions only with the free and willing consent of the owner or owners of each lot or parcel on which an assessment is levied at the time the assessment is levied; and

WHEREAS, the City desires to allow the owners of property (“Participating Property Owners”) within its territory to participate in the Programs and to allow the Authority to conduct assessment proceedings under Chapter 29 within its territory and to issue bonds to finance or refinance Improvements; and

WHEREAS, the territory within which assessments may be levied for the Programs shall include all of the territory within the City’s official boundaries; and

WHEREAS, the Authority will conduct all assessment proceedings under Chapter 29 for the Programs and issue any bonds issued in connection with the Programs; and

WHEREAS, the City will not be responsible for the conduct of any special tax proceedings; the levy and collection of special taxes or any required remedial action in the case of delinquencies in the payments; or the issuance, sale or administration of any bonds issued in connection with the Programs;

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

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

SECTION 2. That the City Council finds and declares that properties in the territory of the City will be benefited by the availability of the program, pursuant thereto, the conduct of special assessment proceedings by the Authority pursuant to Chapter 29 and the issuance of bonds to finance or refinance Improvements.

SECTION 3. In connection with the Programs, the City hereby consents to the conduct of special assessment proceedings by the Authority pursuant to Chapter 29 on any property within the territory of the City and the issuance of bonds to finance or refinance Improvements; provided, that

(1) The Participating Property Owners, who shall be the legal owners of such property, execute a contract pursuant to Chapter 29 and comply with other applicable provisions of California law in order to accomplish the valid levy of assessments; and

(2) The City will not be responsible for the conduct of any assessment proceedings; the levy of assessments; any required remedial action in the case of delinquencies in such assessment payments; or the issuance, sale or administration of any bonds issued in connection with the Programs.

SECTION 4. The appropriate officials and staff of the City are hereby authorized and directed to make applications for the Programs available to all property owners who wish to finance or refinance improvements; provided, that the Authority shall be responsible for providing such applications and related materials at its own expense. The following staff persons, together with any other staff persons chosen by the City Manager of the City, from time to time, are hereby designated as the contact persons for the Authority in connection with the Programs: Development Services Director.

SECTION 5. The appropriate officials and staff of the City are hereby authorized and directed to execute and deliver such certificates, requisitions, agreements and related documents as are reasonably required by the Authority to implement the Programs.

SECTION 6. The City Council hereby finds that adoption of this Resolution is not a “project” under the California Environmental Quality Act, because the Resolution does not involve any commitment to a specific project which may result in a potentially significant physical impact on the environment, as contemplated by Title 14, California Code of Regulations, Section 15378(b)(4).

SECTION 7. This Resolution shall take effect immediately upon its adoption. The City Clerk is hereby authorized and directed to transmit a certified copy of this resolution to the Secretary of the Authority at: Secretary of the Board, California Statewide Communities Development Authority, 1400 K Street, Sacramento, CA 95814.

SECTION 8. The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

SECTION 9. 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 14th day of March, 2023, by the following vote:

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

ABSTAIN: COUNCILMEMBERS:

Charlie Klinakis, Mayor

ATTEST:

Martha Torres, MPA, City Clerk



City of La Puente AGENDA REPORT

To: Mayor and City Council

For meeting of: March 14, 2023

From: Robert Lindsey, City Manager

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

SUBJECT: CONSIDERATION OF AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF LA PUENTE AND VAN LANT & FANKHANEL, LLP FOR AUDIT SERVICES, EXTENDING THE TERM OF THE AGREEMENT FOR AN ADDITIONAL TWO YEARS IN AN AMOUNT NOT TO EXCEED \$30,175 PER YEAR

BACKGROUND

In March of 2020, the City Council awarded a three (3) year contract for annual financial statement audit services to Van Lant & Fankhanel, LLP. The professional services agreement provided for a possible two (2) year extension subsequent to the end of the initial three (3) year term. The firm has provided audit services to the City since 2015, after completion of a Request for Proposals (RFP) in which Van Lant & Fankhanel provided the lowest responsive bid out of nine (9) firms contacted.

DISCUSSION

The term of the professional services agreement with Van Lant & Fankhanel, LLP is set to expire April 1, 2023. The firm has proposed providing annual audit services to the City for an extended two (2) year term as set forth the contract. The extended term would begin with Fiscal Year 2022/2023 and end with Fiscal Year 2023/2024. The proposed pricing schedule provided by the firm is summarized in the table below:

Service	Fiscal Year	
	2022/23	2023/24
City Audit and Related Reports	\$ 25,230	\$ 25,230
Single Audit, if required	\$ 2,575	\$ 2,575
City SCO Report	\$ 1,545	\$ 1,545
Street Report	\$ 825	\$ 825
Grand Total (not-to-exceed)	\$ 30,175	\$ 30,175

The proposed extension pricing reflects a modest increase of \$875 per year from the previous annual rate of \$29,300. Notwithstanding this escalation, Van Lant & Fankhanel, LLP remains the lowest cost service provider from the 2015 RFP.

In addition to providing the most competitive pricing, the firm has a satisfactory history of work with the City, and as such staff recommends that the City Council adopt the two (2) year contract extension.

As noted in the table above, the scope of services provided by the firm includes, but is not limited to:

- Conducting an annual audit of the City's financial statements in accordance with applicable standards
- Conducting an annual Single Audit or other engagement if required
- Issuance of all related audit reports
- Preparation of the Annual Comprehensive Financial Report (ACFR) according to guidelines set forth by the Government Finance Officers Association (GFOA)
- Preparation of the State Controller's Office annual report
- Preparation of the annual Street Report.

FISCAL IMPACT

Appropriations are available in the General Fund and this item is provided for in the FY22/23 Budget and Capital Improvement Program.

RECOMMENDATION

It is recommended that the City Council: (1) approve Amendment No. 1 with Van Lant & Fankhanel, LLP for Professional Auditing Services; and (2) authorize the City Manager to execute the amendment on behalf of the City.

ATTACHMENTS

Attachment "A": Amendment No. 1 to Professional Services Agreement

**AMENDMENT NO. 1
TO THE PROFESSIONAL SERVICES AGREEMENT FOR
PROFESSIONAL AUDITING SERVICES BETWEEN THE CITY AND
VAN LANT & FANKHANEL, LLP.**

This Amendment No. 1 to the Professional Services Agreement for Professional Auditing Services (“Agreement”), is made and entered into this 14th day of March, 2023, (“Effective Date”) by and between the City of La Puente, a California municipal corporation (“City”), and Van Lant & Fankhanel, LLP, (“Contractor”). The City and Van Lant & Fankhanel, LLP are hereinafter collectively referred to as the “Parties.”

RECITALS

WHEREAS, on April 1, 2020, the City and Contractor entered into the Agreement under which Contractor agreed to provide Professional Auditing Services to the City; and

WHEREAS, the Agreement expires on April 1, 2023; and

WHEREAS, to allow Contractor to continue providing auditing services to the City, the City and Contractor desire to extend the term 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. 1 , and have agreed to amend Section 1 (Term) and Section 4 (Payment) as set forth below.

AMENDMENT

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

Section 1, Term, is hereby amended to read in its entirety as follows:

Section 1. TERM The term of this Agreement shall commence on the Effective Date of the Agreement, and shall terminate on March 31, 2025, unless otherwise terminated in accordance with Section 5. The City may, at its sole and absolute discretion, extend the Term of this Agreement for one additional year upon written notice to the Contractor.

The second sentence of Section 4, Payment, is hereby amended to read in its entirety as follows:

Section 4. PAYMENT Contractor shall be paid an amount not to exceed Thirty Thousand One Hundred Seventy-Five Dollars (\$30,175) per year.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1 to the Agreement No. 20-1422 as of the Effective Date.

CITY OF LA PUENTE

VAN LANT & FANKHANEL, LLP

By: _____
Robert Lindsey, City Manager

By:  _____
Brett Van Lant, CPA, Partner

Attest:

By: _____
Martha Torres, MPA, City Clerk

APPROVED AS TO FORM

By: _____
Jesse Jauregui, City Attorney

EXHIBIT A

CITY OF LA PUENTE

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of April 1, 2020, between the City of La Puente, a municipal corporation ("City") and Van Lant & Frankhanel, a LLP ("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 for an initial three-year term unless sooner terminated pursuant to the provisions of this Agreement. This Agreement may be extended for an additional two-years by mutual agreement of the parties.

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 shall not be performed without prior written approval of the City. In the event of conflict or inconsistency between the terms of this Agreement and Exhibit A, the terms of this Agreement shall prevail.

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

(c) Consultant shall perform all Services in a manner reasonably satisfactory to the City and in a first-class manner in conformance with the standards of quality normally observed by an entity providing professional auditing 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 ("Scope of Services & Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed twenty nine thousand three thousand dollars (\$29,300) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

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

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

invoice of any disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within 45 days of receipt of an invoice therefore.

5. SUSPENSION OR TERMINATION OF AGREEMENT

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

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

6. OWNERSHIP OF DOCUMENTS

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

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

7. INDEMNIFICATION

(a) Indemnity for professional liability

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

(b) Indemnity for other than professional liability

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

(c) Duty to Defend

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

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

8. INSURANCE

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

James M. Casso, City Attorney
Casso & Sparks
13300 Crossroads Parkway North, Suite 410
City of Industry, CA 91746
Tel: (626) 269-2980

If to Contractor:

Brett Van Lant, CPA, Partner
Van Lant & Frankhanel, LLP
25901 Kellogg Street
Loma Linda, CA 92354
Email: bvanlant@vlfcpa.com
Tel: (951) 283-4848

15. ASSIGNMENT

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

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

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

16. GOVERNING LAW/ATTORNEYS' FEES

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

17. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the Parties relating to the obligations of the Parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written and pertaining to the subject of this Agreement or with respect to the terms and conditions of this Agreement, are

merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

18. SEVERABILITY

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

19. COUNTERPARTS

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

20. CAPTIONS

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

21. WAIVER

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

22. REMEDIES

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

(Signatures on following page)

23. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

“CITY”

City of La Puente

By: 
Bob Lindsey, City Manager

“CONSULTANT”

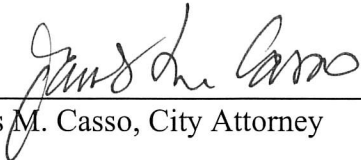
Van Lant & Frankhanel, LLP

By: 
Brett Van Lant, CPA, Partner

Attest:

By: 
Sheryl Garcia, City Clerk

Approved as to form:

By: 
James M. Casso, City Attorney

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

EXHIBIT A

SCOPE OF SERVICES & RATE SCHEDULE

Service	Fiscal Year		
	2019/20	2020/21	2021/22
City Audit and Related Reports	\$ 24,500	\$ 24,500	\$ 24,500
Single Audit, if required	2,500	2,500	2,500
City SCO Report	1,500	1,500	1,500
Street Report	800	800	800
Grand Total (not-to-exceed)	\$ 29,300	\$ 29,300	\$ 29,300

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: March 14, 2023

From: Bob Lindsey, City Manager

By: Kimberly Cardona, Community Engagement Supervisor

SUBJECT: CONSIDERATION OF APPOINTMENT TO THE LA PUENTE COMMUNITY FOUNDATION

BACKGROUND

On June 25, 2019, the City Council approved Resolution No. 19-5503 approving the establishment and formation of a Public Benefit Corporation called the “La Puente Community Foundation” (“Foundation”) for the purpose of managing funds received by the Foundation through grants, donations, and corporate support, and for directing such funds for the benefit of the La Puente community. The Resolution authorized and directed the City Manager and City staff to take actions necessary to form the Foundation and recruit qualified board members.

On January 10, 2023, the City Council approved the following appointments: Barouir Deirmenjian and Jose Francisco Sanchez for four- year terms, Marty Paz and Rolando Utz for the terms expiring on October 28, 2024.

DISCUSSION

At its February 15, 2023 meeting, the Foundation appointed three (3) members who accepted the position. The Community Foundation board appointed Chair Barouir Deirmenjian, Vice Chair Jose Francisco Sanchez, and Board Member Martin Paz to the La Puente Community Foundation. The three (3) new appointees were sworn in, leaving one seat vacant.

The Foundation received an application from one (1) qualified applicant who is identified on the table below. One (1) position is available for appointment by the City Council.

La Puente Community Foundation Qualified Applicants (in alphabetical order)
John Solis

RECOMMENDATION

It is recommended that the City Council: (1) make an appointment to the La Puente Community Foundation; or (2) provide direction to staff regarding appointments.

ATTACHMENTS

None.