

CITY OF LA PUENTE
PUBLIC PARTICIPATION IN CITY COUNCIL MEETINGS

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

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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.

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



**NOTICE AND CALL OF MEETING
SPECIAL CLOSED SESSION AND REGULAR MEETING OF
LA PUENTE CITY COUNCIL AND SUCCESSOR AGENCY
COUNCIL CHAMBERS**

15900 EAST MAIN STREET, LA PUENTE

AUGUST 8, 2023

6:30 P.M. SPECIAL CLOSED SESSION

7:00 P.M. REGULAR SESSION

NOTICE IS HEREBY GIVEN that a Special Meeting of the City Council of the City of La Puente is hereby called to be held on Tuesday, August 8, 2023, commencing at 6:30 p.m., in City Council Chambers, 15900 E. Main Street, La Puente, CA 91744. The public will be provided an opportunity to provide public comment on the items listed on the agenda. The business to be discussed is as follows:

6:30 P.M. SPECIAL 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. Pursuant to Government Code section 54956.8, Conference with Real Property Negotiators:
Property: 200 N. 1st Street
City Negotiators: Bob Lindsey, City Manager and John Di Mario, Director of Development Services
Negotiating Party: La Puente Valley Woman's Club
Under Negotiation: Price and Terms of Payment
2. 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. 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)

RECONVENE TO OPEN SESSION

REPORT OUT OF CLOSED SESSION

ADJOURNMENT

AVAILABILITY

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

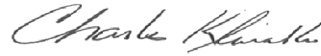
AMERICANS WITH DISABILITIES

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

MEETING TIMES

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

Dated: August 3, 2023



Charles Klinakis, Mayor

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

AFFIDAVIT OF POSTING

I, Martha Torres, City Clerk for the City of La Puente, hereby certify that a copy of the Notice and Call of a Special Meeting of the La Puente City Council, to be held on August 8, 2023, commencing at 6:30 p.m., was posted in accordance with all applicable laws and provided not less than twenty-four hours before the time of the meeting to the following:

Mayor/Chair Charlie Klinakis

Council/Board Member Nadia Mendoza

Mayor Pro Tem/Vice Chair Valerie Munoz

Council/Board Member Gabriel Quinones

Council/Board Member David E. Argudo

I declare under penalty of perjury that the foregoing is true and correct. Dated this 3rd day of August, 2023.



Martha Torres, MPA
City Clerk

7:00 P.M. REGULAR SESSION

CALL TO ORDER

ROLL CALL

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

PLEDGE OF ALLEGIANCE

PRESENTATIONS

Presentation of Employee Service Awards

Los Angeles County Sheriff's Department Activity and Information Briefing

ORAL COMMUNICATIONS

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

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 JULY 25, 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 July 25, 2023.

B. PUBLIC HEARINGS BEFORE THE CITY COUNCIL - None

C. UNFINISHED BUSINESS OF THE CITY COUNCIL

C-1 CONSIDERATION OF A RESOLUTION RESCINDING RESOLUTION NO. 12-5035, AND ADOPTING A NEW OFFICIAL CITY APPAREL POLICY FOR MEMBERS OF THE CITY COUNCIL AND PLANNING COMMISSION

Staff Recommendation: It is recommended that the City Council adopt Resolution No. 23-5818 rescinding Resolution No. 12-5035 and adopting a new Official City Apparel Policy for members of the City Council and Planning Commission

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 RESOLUTION NO. 23-5819

Staff Recommendation: It is recommended that the City Council and Successor Agency adopt Resolution No. 23-5819 approving Warrant Register No. 1557.

D-2 CONSIDERATION OF ACCEPTANCE OF NOTICE OF COMPLETION FOR THE MIDDLE RESTROOM ADDITION IMPROVEMENTS AT LA PUENTE PARK

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 AN AGREEMENT BETWEEN THE CITY AND THE LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL WATER MANAGEMENT JOINT POWERS AUTHORITY FOR COST SHARING FOR THE INSTALLATION OF MONITORING EQUIPMENT AND MONITORING PURSUANT TO THE HARBOR TOXIC POLLUTANTS TOTAL MAXIMUM DAILY LOAD

Staff Recommendation: It is recommended that the City Council: (1) approve the Agreement between the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority; and (2) authorize the City Manager to execute the Agreement on behalf of the City.

D-4 CONSIDERATION OF A PROFESSIONAL SERVICES AGREEMENT WITH WILL DAN FINANCIAL SERVICES IN THE AMOUNT OF \$34,810 FOR DEVELOPMENT OF A COST ALLOCATION PLAN AND USER FEE STUDY

Staff Recommendation: It is recommended that the City Council: (1) approve the professional services agreement with Willdan Financial Services for development of a cost allocation plan and a user fee study in the amount of \$34,810; and (2) authorize the City Manager to execute the agreement on behalf of the City.

D-5 CONSIDERATION OF A RESOLUTION TO ADOPT A BODY WORN CAMERA POLICY

Staff Recommendation: It is recommended that the City Council adopt Resolution No. 23-5820 adopting the Body Worn Camera Policy.

E. NEW BUSINESS TO BE CONSIDERED BY THE CITY COUNCIL

E-1 DISCUSSION AND DIRECTION REGARDING THE EXPANSION OF THE PROGRAM, RE-EMPLOYMENT, OUTREACH SERVICES (“PROS”) TEAM (MAYOR KLINAKIS/MAYOR PRO TEM MUNOZ)

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

E-2 UPDATE AND DISCUSSION REGARDING 365 ATHLETIX FITNESS PROGRAM AT LA PUENTE PARK

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

E-3 UPDATE AND DISCUSSION REGARDING INFORMATION TECHNOLOGY (IT) ACTIVITIES

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

E-4 DISCUSSION AND DIRECTION REGARDING USES OF OPIOID SETTLEMENT FUNDS

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

ADHOC COMMITTEE REPORTS

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

NAME

Code Enforcement Committee
La Puente Park Fees, Ordinance and Program Oversight Committee
Project LEAD Committee
LPQT Action Committee
Adaptive Sports League and Enrichment Programs Oversight Committee
Rowland, Bassett, and Hacienda La Puente Unified School Districts Liaison Committee

MEMBERS

Klinakis/Mendoza
Munoz/Quinones
Mendoza/Quinones
Mendoza/Quinones
Klinakis/Munoz
Klinakis/Munoz

AB 1234 REPORTS

ORAL COMMENTS FROM COUNCIL

ORAL COMMENTS FROM STAFF

ADJOURNMENT

AVAILABILITY

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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 3rd day of August, 2023.



Martha Torres, MPA
City Clerk

MINUTES
LA PUENTE CITY COUNCIL AND SUCCESSOR AGENCY
SPECIAL AND REGULAR MEETING OF
JULY 25, 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.lapueente.org.

A Special and Regular Meeting of the City Council of the City of La Puente was held in the Council Chambers of City Hall, 15900 East Main Street, La Puente, California, on Tuesday, July 25, 2023, at 5:30 p.m.

5:30 P.M. SPECIAL SESSION

CALL TO ORDER

Mayor Klinakis called the meeting to order at 5:31 p.m.

ROLL CALL

Members present: Klinakis, Munoz, Argudo, Quinones.

Members absent: Mendoza.

Staff members present: City Manager Bob Lindsey, City Attorney Jesse Jauregui, Director of Development Services John Di Mario, Management Assistant Cece Dunlap, and Office Specialist Adriana Jaimez.

PLEDGE OF ALLEGIANCE

Mayor Klinakis led the Pledge of Allegiance.

ORAL COMMUNICATIONS – None

SM-1 CONSIDERATION OF INTERVIEWS WITH NEW PLANNING COMMISSION APPLICANTS

Director of Development Services Di Mario provided a staff report.

Action Taken: The City Council conducted interviews with new applicants.

With regard to the two-year term Planning Commissioner position, a first-round ballot vote was conducted. The vote was as follows:

Mayor Klinakis voted for Sergio Hernandez
Mayor Pro Tem Munoz voted for Sergio Hernandez
Council Member Argudo voted for Tollie Penson
Council Member Quinones voted for Tollie Penson

At 6:26 p.m., the City Council recessed and reconvened at 6:35 p.m.

A second-round ballot vote was conducted for the two-year term. The vote was as follows:

Mayor Klinakis voted for Tollie Penson
Mayor Pro Tem Munoz voted for Tollie Penson
Council Member Argudo voted for Tollie Penson
Council Member Quinones voted for Tollie Penson

Tollie Penson was appointed to fill one seat on the Planning Commission. The newly appointed Planning Commissioner will serve a two-year term which expires in June 2025.

With regard to the one-year term Planning Commissioner position, a first-round ballot vote was conducted. The vote was as follows:

Mayor Klinakis voted for Sergio Hernandez
Mayor Pro Tem Munoz voted for Sergio Hernandez
Council Member Argudo voted for Sergio Hernandez
Council Member Quinones voted for Sergio Hernandez

Sergio Hernandez was appointed to fill one seat on the Planning Commission. The newly appointed Planning Commissioner will serve a one-year term which expires in June 2024.

ADJOURNMENT

There being no further business before the City Council, Mayor Klinakis adjourned the special meeting at 6:38 p.m.

7:00 P.M. REGULAR SESSION

CALL TO ORDER

Mayor Klinakis called the meeting to order at 7:06 p.m.

ROLL CALL

Members present: Klinakis, Munoz, Argudo, Quinones.

Members absent: Mendoza.

Staff members present: City Manager Bob Lindsey, City Attorney Jesse Jauregui, Director of Administrative Services Troy Grunklee, Director of Development Services John Di Mario, Director of Community Services Alex Bauman, Senior Code Supervisor Jeffrey Buckwell, Management Assistant Cece Dunlap, and Office Specialist Adriana Jaimez.

PLEDGE OF ALLEGIANCE

Council Member Quinones led the Pledge of Allegiance.

PRESENTATIONS

Community Services Supervisor Adriana Dominguez presented Certificates of Recognition to the Fiscal Year 2023-2024 Education Scholarship recipients.

Dr. Richard Shope provided a PowerPoint presentation regarding the World Space Foundation. In response to Council Member Argudo's inquiry regarding attendance rates for the World Space Foundation, Dr. Richard Shope responded with the varying attendance rates of the program.

In response to Council Member Argudo's inquiry regarding the end date of the World Space Foundation program, Dr. Richard Shope replied that the presentation is a proposal for funds for the upcoming year so the program can continue.

City Manager Lindsey stated that the La Puente Park Fees, Ordinance and Program Oversight Ad Hoc Committee should discuss the World Space Foundation program. He also noted that the World Space Foundation is seeking grants.

Dr. Richard Shope noted that the World Space Foundation program was initially established by the City of La Puente.

Mayor Pro Tem Munoz thanked Dr. Richard Shope for the PowerPoint presentation and noted that the program will be further discussed in the La Puente Park Fees, Ordinance, and Program Oversight Ad Hoc Committee.

Council Member Quinones thanked Dr. Richard Shope for the PowerPoint presentation and his hard work.

Mayor Klinakis thanked Dr. Richard Shope for his hard work and efforts.

ORAL COMMUNICATIONS

Robert Tchong submitted a written comment regarding the addition of speed bumps throughout the City of La Puente and the implementation of parking permits.

La Puente SAO Team Deputy Escalante introduced Los Angeles County Sheriff's Department Captain Glenn Emery to the City Council. She also noted that an event will be held at La Puente Park on August 2, 2023, for residents to meet Captain Emery.

Los Angeles County Sheriff's Department Captain Emery introduced himself to the City Council. He also provided a report on crime statistics and crime rates in the City of La Puente.

Mayor Klinakis stated that there has been an increase in stolen catalytic converters across the nation. Captain Emery replied that in the future he would like to conduct an etching campaign to address the theft of catalytic converters and he would let the City Council know what else can possibly be done to address the thefts of catalytic converters.

Commander Al Reyes thanked the City Council and Captain Emery for their hard work and effort.

Council Member Argudo thanked Commander Reyes and Captain Emery for his hard work and effort.

BOARDS/COMMISSION/COMMITTEE REPORTS – None

A. MINUTES OF PREVIOUS CITY COUNCIL AND SUCCESSOR AGENCY

A-1 READ AND APPROVE THE MINUTES OF THE CITY COUCIL AND SUCCESSOR AGENCY MEETING OF JULY 11, 2023

A motion was made by Council Member Argudo, seconded by Mayor Pro Tem Munoz, to waive the reading and approve the Minutes of the City Council and Successor Agency meeting July 11, 2023. The motion carried by the following roll call vote:

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

B. PUBLIC HEARINGS BEFORE THE CITY COUNCIL – None

C. UNFINISHED BUSINESS OF THE CITY COUNCIL – None

D. CITY COUNCIL AND SUCCESSOR AGENCY CONSENT CALENDAR

City Manager Lindsey pulled Item D-4 for further discussion. Council Member Argudo pulled Item D-5 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-3. The motion carried by the following roll call vote:

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

D-1 CONSIDERATION OF A RESOLUTION APPROVING WARRANT RESOLUTION NO. 23-5816

Action Taken: The City Council and Successor Agency adopted Resolution No. 23-5816 approving Warrant Register No. 1556.

D-2 PRESENTATION OF JUNE 2023 INVESTMENT REPORT

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

D-3 PRESENTATION OF JUNE 2023 REQUISITION SUMMARY REPORT

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

D-4 CONSIDERATION OF AWARD OF CONSTRUCTION CONTRACT TO ELECNOR BELCO ELECTRIC, INC. FOR THE PEDESTRIAN HYBRID SIGNAL (HAWK) INSTALLATION ON HACIENDA BOULEVARD AT PRICHARD STREET IN THE AMOUNT OF \$247,286

This item was pulled by City Manager Lindsey for further discussion.

Director of Development Services Di Mario provided a staff report and noted that the City Attorney recommended an increase in the insurance amounts for coverages to be increased from one million dollars and two million dollars to five million dollars and ten million dollars.

City Attorney Jauregui further requested that the City Council authorize the City Manager for a change order, if necessary, to increase the insurance amounts.

In response to Mayor Pro Tem Munoz's inquiry regarding whether it was solely increasing the liability policy, City Attorney Jauregui replied that there are three separate policies and an aggregate policy and suggested increasing the single policies as well as the aggregate.

Mayor Pro Tem Munoz further inquired about whether the increase suggestion was due to the location of the crosswalk. City Attorney Jauergui replied that the suggestion for an increase in the insurance amounts for coverage was due to the nature of the risk of the project.

In response to Council Member Argudo's inquiry regarding the change order of the original bid amount, City Attorney Jauergui replied that the cost of the increase of insurance would need to be determined first, and if it were a substantial amount, he would ask the City Council to authorize the City Manager to enter into an additional change order.

A motion was made by Council Member Argudo, seconded by Mayor Klinakis to: (1) award the contract to Elecnor Belco Electric, Inc. in the amount of \$247,286; (2) authorize the City Manager to execute the Agreement and approve change orders up to 10% of the original bid amount; (3) seek the increase of insurance amounts for coverages; and (4) authorize the City manager to enter into an additional change order, if necessary, to cover the cost of the increase of insurance. The motion carried by the following roll call vote:

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

D-5 CONSIDERATION OF A RESOLUTION APPROVING ACCEPTANCE OF THE \$200,000 LOCAL AGING AND DISABILITY ACTION PLANNING (LADAP) GRANT FUNDS ADMINISTERED BY THE CALIFORNIA DEPARTMENT OF AGING (CDA)

This item was pulled by Council Member Argudo for further discussion.

In response to Council Member Argudo's inquiry regarding the amount of grant funds and the use of the grant funds, Director of Administrative Services Grunklee replied that the grant funds received totaled to \$200,000 and Director of Community Services Bauman replied that the grants would allow the City to address the needs of the aging population.

A motion was made by Mayor Klinakis, seconded by Council Member Argudo to approve Resolution No. 23-5817 approving the application for grant funds. The motion carried by the following roll call vote:

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

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

E-1 PRESENTATION OF JUNE 2023 BUDGET REPORT

Director of Administrative Services Grunklee provided a report regarding the June 2023 budget.

Mayor Klinakis thanked and congratulated Director of Administrative Services Grunklee and his Staff for receiving an award from the Government Finance Office Association for their 2021-2022 Financial Report.

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

E-2 UPDATE AND DISCUSSION REGARDING GRANTS FOR CITY CAPITAL IMPROVEMENT PROJECTS

Director of Development Services Di Mario provided a PowerPoint presentation regarding ATP Cycle 6.

Mayor Klinakis thanked Director of Development Services Di Mario for his hard work and efforts. He also requested the La Puente Park Fees, Ordinance and Program Oversight Ad Hoc Committee to work with Staff on the Pedestrian Street/Park Plaza project.

Director of Development Services Di Mario thanked Staff for their hard work and efforts.

Mayor Pro Tem Munoz thanked Director of Development Services Di Mario for his presentation and Staff for their hard work. She also congratulated the City for receiving the grant.

Council Member Quinones thanked Director of Development Services Di Mario for the presentation and Staff for their hard work.

Council Member Argudo stated that he is glad that the Pedestrian Street/Park Plaza project has come to fruition.

Director of Development Services Di Mario provided a PowerPoint presentation regarding an update on the activity center building project and provided new layout options for the building.

Discussion ensued regarding building location, visibility, and safety.

City Manager Lindsey suggested that the La Puente Park Fees, Ordinance and Program Oversight Committee Ad Hoc Committee discuss the option of eliminating volleyball and consider replacing it with another activity.

E-3 UPDATE AND DISCUSSION REGARDING LA PUENTE COMMUNITY FOUNDATION PROGRAMMING

Community Engagement Supervisor Cardona provided updates regarding the La Puente Community Foundation's fireworks stand, Beer Garden, snack cart at La Puente Park, Coffee Shop, field reservations at La Puente Park, Golf Tournament and La Puente Community Foundation Board Meetings.

In response to Mayor Klinakis' inquiry regarding the date and time of the La Puente Community Foundation's monthly board meetings, Community Engagement Supervisor Cardona replied that the La Puente Community Foundation's monthly board meetings take place on the third Wednesday of every month at 10:00 a.m.

Mayor Pro Tem Munoz thanked Community Engagement Supervisor Cardona for the updates. She expressed her excitement for the partnerships with softball tournaments and local businesses.

Council Member Quinones thanked Community Engagement Supervisor Cardona for her hard work and effort.

In response to Council Member Argudo's inquiry regarding the amount of revenue that the Beer Garden generated, Community Engagement Supervisor Cardona responded with an estimated amount that was generated in revenue.

City Manager Lindsey thanked Community Engagement Supervisor Cardona, Director of Community Services Bauman, and Maintenance Staff for their hard work and efforts.

Mayor Klinakis recommended that signage be posted at the La Puente High School maintenance yard to let the public know that parking is not allowed.

Discussion ensued regarding the La Puente Park field fees for sports teams.

In response to Mayor Klinakis' inquiry regarding potential grants to fund the staffing at the Coffee Shop, City Manager Lindsey replied that Staff is researching potential grants.

Mayor Klinakis thanked Staff for their hard work. He also inquired regarding who the Treasurer is for the La Puente Community Foundation. Director of Administrative Services Grunklee replied that the City of La Puente handles the financial information of the Foundation and further stated that the financial reporting is presented at the Foundation Board Meetings and on the Foundation website.

E-4 PRESENTATION OF THE CITY'S JULY 3, 2023, FORTUNATO JIMENEZ INDEPENDENCE DAY EVENT

City Manager Lindsey presented a video presentation of the July 3rd Fortunato Jimenez Independence Day event.

Mayor Klinakis thanked Communications/Information Technology Analyst Steve Overstreet for his hard work and efforts.

E-5 DISCUSSION AND DIRECTION REGARDING POLICIES RELATED TO CITY COUNCIL APPAREL/DRESS CODE AND TITLE 2 OF THE LA PUENTE MUNICIPAL CODE (MAYOR KLINAKIS AND MAYOR PRO TEM MUNOZ)

Mayor Klinakis suggested establishing a business casual dress code for the City Council members.

Discussion ensued regarding the proposed business casual dress code.

Council Member Argudo and Mayor Klinakis requested that Staff update the current apparel policy to increase the amount of City polo shirts that are allocated to City Council members.

City Manager Lindsey suggested adding headwear to the apparel policy and Mayor Pro Tem Munoz further suggested adding sweaters and cardigans to the policy.

Mayor Klinakis further inquired regarding Title 2 of the La Puente Municipal Code.

City Manager Lindsey provided a report regarding policy 2.08.090 of Title 2 of the La Puente Municipal Code.

Management Assistant Dunlap read Section 2.08.090 into the record.

Discussion ensued regarding policy in which City Council Members must go through the City Manager to direct or give orders to City Staff.

City Attorney Jauregui spoke regarding other cities' Code of Ethics policies and protocols related to City Council members and their interactions with Staff.

E-6 UPDATE AND DISCUSSION REGARDING SCHEDULE AND FUNDING OF LA PUENTE/H.E.A.R.T. AFFORDABLE PET CARE CLINICS

Senior Code Supervisor Buckwell provided a video presentation regarding the La Puente H.E.A.R.T. Affordable Pet Care Clinics.

Mayor Pro Tem Munoz thanked Senior Code Supervisor Buckwell for his hard work and efforts and expressed her appreciation for the H.E.A.R.T. program.

Council Member Argudo noted that he attended the recent H.E.A.R.T. Affordable Pet Care Clinic and thanked Senior Code Supervisor Buckwell for his hard work.

Mayor Pro Tem Munoz noted that the high estimated cost of each H.E.A.R.T. Affordable Pet Care Clinics is \$4,000 and there are ten clinics on hold for the remainder of the year. She also stated that La Puente residents would have priority registration, and the clinics also offer emergency services.

Mayor Klinakis, Mayor Pro Tem Munoz, Council Member Argudo and Council Member Quinones each allocated \$10,000 from their ARPA discretionary funds to continue the H.E.A.R.T. Affordable Pet Care Clinics.

Senior Code Supervisor Buckwell thanked Director of Community Services Bauman, Community Center Staff, and Mayor Pro Tem Munoz for their hard work.

Mayor Pro Tem Munoz and Council Member Argudo thanked Director of Community Services Bauman for his hard work and efforts.

RECESS INTO CLOSED SESSION

City Attorney Jauregui stated that Closed Session Item No. 3 was being pulled and only Closed Session Item No.1 and Item No. 2 would be discussed in Closed Session.

The City Council recessed into closed session at 9:36 p.m.

CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION Pursuant to Government Code Section 54956.9(d)(1). Calderon et al v. Southland Transit et al L.A.S.C. No. 21STCV02558

2. 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)

3. 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)

RECONVENE TO OPEN SESSION

The City Council reconvened to open session at 10:07 p.m.

REPORT OUT OF CLOSED SESSION

City Attorney Jauregui reported out of closed session and stated that the City Council was briefed on Closed Session Item No. 1 and the City Attorney was given further direction. He also stated that the City Council was briefed on Closed Session Item No. 2 and the City Attorney was given further direction.

AD HOC COMMITTEE REPORTS

Code Enforcement Committee: Nothing to report.

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

Project LEAD Committee: Nothing to report.

LPQT Action Committee: Nothing to report.

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

Rowland, Bassett, and Hacienda La Puente Unified School Districts Liaison Committee: Nothing to report.

AB 1234 REPORTS

Council Member Argudo reported that he attended the annual NALEO conference in New York City and met with federal government representatives. He also noted that there are federal mental health grant opportunities.

ORAL COMMENTS FROM COUNCIL

In response to Mayor Klinakis' inquiry regarding the La Puente Community Foundation's Golf Tournament's trip to Cancun, Mexico that is offered to all golfers, City Manager Lindsey responded that the trip to Cancun, Mexico would provide hotel rooms for the golfers, but the flights are not included.

ORAL COMMENTS FROM STAFF – None

ADJOURNMENT

There being no further business before the City Council, Mayor Klinakis adjourned the meeting at 10:12 p.m.

Approved this 8th day of August 2023.

Martha Torres, MPA
City Clerk

Charlie Klinakis
Mayor/Chair



City of La Puente AGENDA REPORT

To: Mayor and City Council For meeting of: August 8, 2023

From: Bob Lindsey, City Manager

SUBJECT: CONSIDERATION OF A RESOLUTION RESCINDING RESOLUTION NO. 12-5035, AND ADOPTING A NEW OFFICIAL CITY APPAREL POLICY FOR MEMBERS OF THE CITY COUNCIL AND PLANNING COMMISSION

BACKGROUND/DISCUSSION

At the July 25, 2023, City Council meeting, Staff received direction to revise City Council Policy No. 5.1 establishing guidelines for the purchasing of official apparel for Council Members and Planning Commissioners. This policy was last modified in 2012. A revised policy has been drafted by Staff and is provided as Attachment “A” for the City Council’s review and approval. For detailed clarification as to the specific changes made within the policy, Staff has provided Attachment “B” for review.

Upon the adoption of this policy, City Council members will be eligible to be allocated two (2) shirts.

FISCAL IMPACT

None.

RECOMMENDATION

It is recommended that the City Council adopt Resolution No. 23-5818 rescinding Resolution No. 12-5035 and adopting a new Official City Apparel Policy for members of the City Council and Planning Commission.

ATTACHMENTS

Attachment “A”: Resolution No. 23-5818
Attachment “B”: City Council Policy No. 5.1 Marked Revisions

RESOLUTION NO. 23-5818

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF LA PUENTE RESCINDING RESOLUTION 12-5035, AND
ADOPTING A NEW OFFICIAL CITY APPAREL POLICY
FOR MEMBERS OF THE CITY COUNCIL AND PLANNING
COMMISSION**

WHEREAS, the La Puente City Council is charged with the responsibility of establishing municipal policies to guide the various functions of the City; and

WHEREAS, the City Council desires for members of the City Council and Planning Commission to be provided with official City apparel, for the purpose of identifying them at public events, while on City travel, when conducting City business, and in the performance of other official City duties; and

WHEREAS, the City Council desires to establish a policy which sets forth the parameters for provision of the apparel.

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

SECTION 1. The City Council hereby approves and adopts City Council Policy CC-5.1, Official City Apparel (Exhibit “A”) which is attached hereto and incorporated herein by reference.

SECTION 2. 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 3. That the City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

PASSED, APPROVED AND ADOPTED this 8th day of August 2023, by the following vote:

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

Charlie Klinakis, Mayor

ATTEST:

Martha Torres, MPA, City Clerk

EXHIBIT A

	CITY COUNCIL POLICY	NUMBER: CC-5.1
	SUBJECT: OFFICIAL CITY APPAREL FOR COUNCILMEMBERS AND PLANNING COMMISSIONERS	PAGE: 1 of 3

RESOLUTION NO: 23-5818

SUPERSEDES: Not Applicable

APPROVED: August 8, 2023

EFFECTIVE: August 8, 2023

1.0 PURPOSE

The purpose of this Official City Apparel Policy ("Policy") is to establish guidelines for the purchasing of official apparel for Councilmembers and Planning Commissioners.

2.0 APPLICATION OF POLICY

Members of the City Council and Planning Commissioners will be provided official City apparel in accordance with this Policy.

3.0 DEFINITIONS

The following definitions shall apply to this Policy:

- 3.1** "Member" shall mean a member of the City Council or the Planning Commission.
- 3.2** "Apparel" shall mean City-issued shirts, jackets, hats, and accessories with the City seal and Member's name embroidered onto the garment.
- 3.3** "Shirts" shall mean City-issued shirts with the City seal and Member's name embroidered onto the garment.
- 3.4** "Jackets" shall mean a City-issued jacket, sweater, cardigan, rain jacket, windbreaker, or any clothing item that would protect from inclement weather of a standard design and color with the City seal embroidered on the jacket.

4.0 GENERAL PROVISIONS

Apparel for Members shall be procured under the purchasing authority of the City Manager as set forth in the La Puente Municipal Code (the "Code"). Apparel vendors shall be selected in accordance with the purchasing policy of the City as set forth in the Code.

CITY OF LA PUENTE	<u>SUBJECT:</u> OFFICIAL CITY APPAREL FOR COUNCILMEMBERS AND PLANNING COMMISSIONERS	<u>NUMBER:</u> CC-5.1	<u>PAGE:</u> 2 of 3
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4.1 Allocation of City Apparel

Members shall be allocated apparel at the following frequency and quantities:

a. Shirts

Every Councilmember shall be allocated four (4) Shirts upon being elected to office and two (2) additional shirts every November 1st of any preceding years while serving as a Councilmember.

Every member of the Planning Commission shall be allocated two (2) Shirts upon being appointed to office and two (2) additional shirts every November 1st of any preceding years while serving as a Planning Commissioner .

The cost of any individual Shirt shall not exceed an amount to be established by the City Manager. The design of the shirt will be standardized. The Councilmember or Planning Commissioner will have a choice of colors based on the availability of the particular shirt recommended by the vendor.

b. Jackets

Councilmembers shall be allocated two (2) Jackets upon being elected to office and one (1) additional jacket after every two years of service. Planning Commissioners shall be allocated one (1) Jacket upon being appointed to the Planning Commission. The cost of any Jacket shall not exceed an amount to be established by the City Manager.

4.2 Apparel Design

Members will have the opportunity to choose their Shirt from a Vendor catalog selected by the City Manager in accordance with the City's purchasing policies. Jackets and shirts provided to Councilmembers will be standard in design and color, as determined by the City Manager.

4.2.1 Shirts

Shirts shall have the City seal and the Member's name embroidered on the chest. The Office and position, such as Mayor or Mayor Pro Tem are optional at request of the individual.

4.2.2 Jackets

Jackets shall have the City seal and the Member's name embroidered on the chest. The Office and position, such as Mayor or Mayor Pro Tem are optional at request of the individual.

CITY OF LA PUENTE	<u>SUBJECT:</u> OFFICIAL CITY APPAREL FOR COUNCILMEMBERS AND PLANNING COMMISSIONERS	<u>NUMBER:</u> CC-5.1	<u>PAGE:</u> 3 of 3
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4.3 Mayoral Appointment

When a new Mayor is selected by the City Council, he/she shall be allocated two (2) Shirts and a single Jacket embroidered with the title of "Mayor" in addition to other design elements outlined in Section 4.2 of this Policy. The Mayor shall be allocated Apparel identifying him/her only once throughout his/her entire four year term as Councilmember, regardless of how many times he/she serves as Mayor during that period.

4.4 Additional Purchases

At the discretion of the City Manager, the City may choose to purchase additional items to aid in identifying Members. Additional items may include, but is not limited to, hats, badges, name tags, and business cards.

Members may purchase additional Shirts and Jackets at their own cost. All such purchases shall be approved in advance by the City Manager and processed by the City with payment provided to the City in advance of any actual order.

In case the apparel is damaged or destroyed, the Councilmember or Planning Commissioner shall return item(s) to the City Manager for replacement.

4.5 Recordkeeping

The City Manager or his/her designee shall maintain written records concerning the purchase of Apparel by Members under this Policy.

5.0 REFERENCE



CITY COUNCIL POLICY

NUMBER:

CC-5.1

SUBJECT:

OFFICIAL CITY APPAREL FOR COUNCILMEMBERS AND
PLANNING COMMISSIONERS

PAGE:

1 of 3

RESOLUTION NO: 23-581812-5035

SUPERSEDES: Not Applicable

APPROVED: August 814, 202312

EFFECTIVE: August 814, 202312

1.0 PURPOSE

The purpose of this Official City Apparel Policy ("Policy") is to establish guidelines for the purchasing of official apparel for Councilmembers and Planning Commissioners.

2.0 APPLICATION OF POLICY

Members of the City Council and Planning Commissioners will be provided official City apparel in accordance with this Policy.

3.0 DEFINITIONS

The following definitions shall apply to this Policy:

- 3.1** "Member" shall mean a member of the City Council or the Planning Commission.
- 3.2** "Apparel" shall mean City-issued shirts, and jackets, hats, and accessories with the City seal and Member's name and office embroidered onto the garment.
- 3.3** "Shirts" shall mean City-issued shirts with the City seal and Member's name and office embroidered onto the garment.
- 3.4** "Jackets" shall mean a City-issued jacket, sweater, cardigan, rain jacket, or windbreaker, or any clothing item that would protect from inclement weather of a standard design and color with the City seal embroidered on the jacket.

4.0 GENERAL PROVISIONS

Apparel for Members shall be procured under the purchasing authority of the City Manager as set forth in the La Puente Municipal Code (the "Code"). Apparel vendors shall be selected in accordance with the purchasing policy of the City as set forth in the Code.

CITY OF LA PUENTE	SUBJECT: OFFICIAL CITY APPAREL FOR COUNCILMEMBERS AND PLANNING COMMISSIONERS	NUMBER: CC-5.1	PAGE: 2 of 3
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4.1 Allocation of City Apparel

Members shall be allocated apparel at the following frequency and quantities:

a. Shirts

Every Councilmember shall be allocated ~~two~~four (24) Shirts upon being elected to office and two (2) additional shirts every November 1 of any preceding years while serving as a Councilmember every two years based on the date of the election.

Every member of the Planning Commission shall be allocated ~~one~~two (12) ~~Shirts~~ upon being appointed to office and two (2) additional shirts every November 1 of any preceding years while serving as a Planning Commissioner during their respective term.

The cost of any individual Shirt shall not exceed an amount to be established by the City Manager. The design of the shirt will be standardized. The Council member or Planning Commissioner will have a choice of colors based on the availability of the particular shirt recommended by the vendor.

b. Jackets

Councilmembers shall be allocated ~~one~~two (24) Jackets upon being elected to office and one (1) additional jacket after every two years of service every four years. Planning Commissioners shall be allocated one (1) Jacket upon being appointed to the Planning Commission. ~~not receive jackets.~~ The cost of any Jacket shall not exceed an amount to be established by the City Manager.

4.2 Apparel Design

Members will have the opportunity to choose their Shirt from a Vendor catalog selected by the City Manager in accordance with the City's purchasing policies. Jackets and shirts provided to Councilmembers will be standard in design and color, as determined by the City Manager.

4.2.1 Shirts

Shirts shall have the City seal and the Member's name ~~and office~~ embroidered on the chest. The Office and position, such as Mayor or Mayor Pro Tem are optional at request of the individual., except for the Mayor, who will also have the title of "Mayor" embroidered onto the garment as well.

4.2.2 Jackets

Jackets shall have the City seal and the Member's name ~~and office~~ embroidered on the chest. The Office and position, such as Mayor or Mayor Pro Tem are optional at request of the individual, except for the Mayor, who will also have the title of "Mayor" embroidered onto the garment as well.

4.3 Mayoral Appointment

When a new Mayor is selected by the City Council, he/she shall be allocated two (2) Shirts and a single Jacket embroidered with the title of "Mayor" in addition to other design elements outlined in Section 4.2 of this Policy. The Mayor shall be allocated Apparel identifying him/her only once throughout his/her entire four year term as Councilmember, regardless of how many times he/she serves as Mayor during that period. ~~If that individual leaves the office of Mayor prior to finishing his/her four year term as a Councilmember, he/she shall resume receiving official City apparel as outlined in Section 4.1 of this Policy.~~

4.4 Additional Purchases

At the discretion of the City Manager, the City may choose to purchase additional items to aid in identifying Members. Additional items may include, but is not limited to, hats, badges, name tags, and business cards.

Members may purchase additional Shirts and Jackets at their own cost. All such purchases shall be approved in advance by the City Manager and processed by the City with payment provided to the City in advance of any actual order.

In case the apparel is damaged or destroyed, the Councilmember or Planning Commissioner shall return item(s) to the City Manager for replacement.

4.5 Recordkeeping

The City Manager or his/her designee shall maintain written records concerning the purchase of Apparel by Members under this Policy.

5.0 REFERENCE

RESOLUTION NO. 23-5819

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF LA PUENTE ALLOWING CERTAIN CLAIMS AND
DEMANDS IN THE AMOUNT \$927,534.15 (WARRANT
REGISTER 1557)**

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 10522 through 10635 ACH(s) numbered 586 through 592, and Draft numbered 02153 through 02164 except for voided warrant 10621 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, MPA, City Clerk

PASSED, APPROVED AND ADOPTED this 8th day of August 2023, by the following vote:

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

ATTEST:

Charlie Klinakis, Mayor

Martha Torres, MPA, City Clerk



City of La Puente

Check Register Report

By Payment Number

Payment Dates 7/17/2023 - 7/31/2023

Payment Number	Payment Date	Vendor #	Vendor Name	Account Number	Payment Amount
Payment Number	Payable Number	Description	Vendor Name	Account Number	Item Amount
586	7/20/2023	SEIU	COPE FUND		10.00
	INV0009304	COPE FUND CONTRIBUTION		100-20380	3.09
	INV0009304	COPE FUND CONTRIBUTION		260-20380	1.91
	INV0009387	COPE FUND CONTRIBUTION		100-20380	3.25
	INV0009387	COPE FUND CONTRIBUTION		260-20380	1.75
587	7/20/2023	SEIU	SEIU - LOCAL 721		1,808.86
	INV0009303	EMPLOYEE DUES		100-20380	604.68
	INV0009303	EMPLOYEE DUES		200-20380	29.56
	INV0009303	EMPLOYEE DUES		203-20380	4.12
	INV0009303	EMPLOYEE DUES		205-20380	3.61
	INV0009303	EMPLOYEE DUES		210-20380	32.53
	INV0009303	EMPLOYEE DUES		260-20380	47.81
	INV0009303	EMPLOYEE DUES		263-20380	134.05
	INV0009303	EMPLOYEE DUES		283-20380	19.71
	INV0009303	EMPLOYEE DUES		285-20380	26.72
	INV0009386	EMPLOYEE DUES		100-20380	769.12
	INV0009386	EMPLOYEE DUES		200-20380	27.06
	INV0009386	EMPLOYEE DUES		203-20380	3.73
	INV0009386	EMPLOYEE DUES		205-20380	3.73
	INV0009386	EMPLOYEE DUES		210-20380	22.86
	INV0009386	EMPLOYEE DUES		215-20380	3.73
	INV0009386	EMPLOYEE DUES		260-20380	43.10
	INV0009386	EMPLOYEE DUES		283-20380	12.59
	INV0009386	EMPLOYEE DUES		285-20380	20.15
588	7/21/2023	AMABUS	AMAZON CAPITAL SERVICES INC		1,527.56
	14QN-MYQR-LRD1	COPY PAPER		100-1150-53011	169.22
	16VK-43CK-JKX7	MEMORY CARD		550-6100-53018	1,319.85
	19TK-RHWN-JYM9	DRILL BIT SET		100-3100-53012	38.49
589	7/21/2023	SGVCOR	SAN GABRIEL VALLEY CONSERVATION CORPS		61,657.61
	SGVCONS-018	SGV CONS#18		280-3300-53111	61,657.61
590	7/21/2023	TANKO	TANKO LIGHTING		33,270.00
	68961	06/23 ST LIGHT MTCE		285-3330-53111	1,620.00
	68987	06/23 POLE FOR SPARE INVENTORY		285-3330-53111	16,485.00
	68989	06/23 ST LIGHT RELOCATION-CURB PROJ		203-5586-59300	9,433.50
	68995	6/23 ST LIGHT RELOCATION-CURB PROJ		203-5586-59300	5,731.50
591	7/21/2023	YUNLLC	YUNEX LLC		25,336.23
	5610284013	TS REPAIR-HACIENDA/TEMPLE		200-3120-53819	7,800.00
	5610284014	TS POLE REPAIR-GLENDORA/TEMPLE		200-3120-53819	13,875.00
	5610284020	05/23 TS MTCE		200-3120-53819	1,560.50
	5620043121	06/23 TS OLD VALLEY/VALLEY		200-3120-53819	144.33
	5620043147	05/23 TS CALL OUTS		200-3120-53819	1,956.40
592	7/28/2023	TANKO	TANKO LIGHTING		2,067.26
	68981	06/23 TS SPARE FIXTURES		285-3330-53111	2,067.26
10522	7/20/2023	STADIS	CALIFORNIA STATE DISBURSEMENT UNIT		313.60
	INV0009377	CHILD SUPPORT		100-20399	313.60
10523	7/20/2023	NATRS	NATIONWIDE RETIREMENT		230.00
	INV0009380	Employee Contribution		100-20340	218.45
	INV0009380	Employee Contribution		200-20340	2.31

Check Register Report

Payment Dates: 7/17/2023 - 7/31/2023

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
	INV0009380	Employee Contribution		203-20340	2.31
	INV0009380	Employee Contribution		205-20340	2.31
	INV0009380	Employee Contribution		210-20340	2.31
	INV0009380	Employee Contribution		215-20340	2.31
10524	7/20/2023	USBANK	U.S BANK PARS ACCT# 6746022400		6,766.78
	INV0009384	PARS RETIREMENT		100-20340	4,625.21
	INV0009384	PARS RETIREMENT		203-20340	60.53
	INV0009384	PARS RETIREMENT		205-20340	198.57
	INV0009384	PARS RETIREMENT		260-20340	81.29
	INV0009384	PARS RETIREMENT		285-20340	71.48
	INV0009391	PARS-ADJ CAMARGO		100-3330-51211	1,729.70
10525	7/21/2023	AEGSLN	AEG SOLUTIONS		270.39
	81573	HP INKJET		100-4100-53811	270.39
10526	7/21/2023	AMERLE	AMERICAN LEGAL		10.96
	26479	MUNICIPAL CODE UPDATE		100-1120-53412	10.96
10527	7/21/2023	RODANA	ANA RODRIGUEZ		37.00
	INV0009419	VOLUNTEER LIVE SCAN REIM-RODRIGUEZ		100-4110-53980	37.00
10528	7/21/2023	ANOINC	ANOKIA INC		3,600.00
	2023062901	SNACK BAR RETENTION PYMT		280-20220	5,100.00
	2023062901	SNACK BAR RETENTION PYMT		280-5606-59300	-1,500.00
10529	7/21/2023	ATT	AT&T		421.83
	000020147276	05/28-06/27 PHONE-MTCE YARD ALARM		285-3330-53715	22.75
	000020147277	05/28-06/27 PHONE-CH FAX LN		100-1150-53715	92.94
	000020147278	05/28-06/27 PHONE-CH MAIN LN		100-1150-53715	260.64
	000020191970	06/06-07/05 PHONE-CH 911 LN		100-1150-53715	22.75
	000020191971	06/06-07/05 PHONE-MTCE 911 LN		285-3330-53715	22.75
10530	7/21/2023	BARRAN	BARBER RANEN LLP		2,822.50
	2068	06/23 LEGAL SVC-LEWIS VS CITY OF LP		100-1110-53114	2,822.50
10531	7/21/2023	BRATOW	BRAVO'S TOWING		340.00
	002636	RELOCATE LP 20' CONTAINER		100-3330-53111	340.00
10532	7/21/2023	CALPROF	CALIFORNIA PROFESSIONAL ENGINEERING		100.00
	INV0009409	REIM - OVERPAYMENT BL #17421		100-48900	100.00
10533	7/21/2023	CONCEN	CONCENTRA		121.00
	79775309	07/23 PRE EMPLOYMENT PHYSICAL		100-1135-53406	121.00
10534	7/21/2023	CORLOG	CORELOGIC SOLUTIONS, LLC		150.00
	30671903	06/23 PROPERTY DATA SVC		100-3320-53111	150.00
10535	7/21/2023	D&D	D & D SERVICES, INC		731.29
	074912	CODE ENF-CART REPAIR		555-3150-53812	731.29
10536	7/21/2023	DEPTJ	DEPT OF JUSTICE-BUREAU		832.00
	667817	06/23 FINGERPRINT SVC		100-1135-53406	128.00
	667817	06/23 FINGERPRINT SVC		100-4110-53980	672.00
	667817	06/23 FINGERPRINT SVC		263-3320-53406	32.00
10537	7/21/2023	DSA	DIVISION OF THE STATE ARCHITECT		168.80
	INV0009405	S1186-APR-MAY-JUN 2023		100-42160	168.80
10538	7/21/2023	DRATRA	DRAKE TRAFFIC CONTROL SERVICES		27,461.25
	19863	TRAFFIC CONTROL-3RD OF JULY		100-3100-53111	27,461.25
10539	7/21/2023	EDISON	EDISON CO		22,871.45
	INV0009400	06/23 ELEC-VARIOUS		200-3120-53713	7,949.14
	INV0009401	06/23 ELEC-ST LIGHTS LS-2B		285-3330-53712	2,097.90

Check Register Report

Payment Dates: 7/17/2023 - 7/31/2023

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
	INV0009402	06/23 ELEC-1744 ST LIGHTS LS-1/OPTION E		285-3330-53712	12,644.36
	INV0009403	06/23 ELEC-15250 TEMPLE		200-3120-53713	74.49
	INV0009404	06/23 ELEC-14951 NELSON		200-3120-53713	105.56
10540	7/21/2023	MOREDU	EDUARDO BARAJAS MORALES		37.00
	INV0009412	VOLUNTEER LIVE SCAN REIM-MORALES		100-4110-53980	37.00
10541	7/21/2023	EMPAME	EMPLOY AMERICA		3,640.00
	58F2301-IN	06/23 BUS SHELTER MTCE		210-3130-53816	3,640.00
10542	7/21/2023	EWIIRR	EWING IRRIGATION PRODUCTS INC.		288.88
	19871478	COFFEE SHOP-IRRIGATION SUPPLIES		100-3330-53822	288.88
10543	7/21/2023	EXPERI	EXPERIAN		27.48
	CD2403003516	06/23 CREDIT REPORT SVC		100-3320-53111	27.48
10544	7/21/2023	FECELE	F.E.C. ELECTRIC INC.		8,056.00
	22007-5	LP STAGE ELECTRICAL WORK		285-3330-53111	8,056.00
10545	7/21/2023	MEZFAB	FABIAN MEZA		37.00
	INV0009413	VOLUNTEER LIVE SCAN REIM-MEZA		100-4110-53980	37.00
10546	7/21/2023	KEBFRA	FRANCISCO KEB		37.00
	INV0009415	EMPLOYMENT LIVE SCAN REIM-KEB		100-1135-53406	37.00
10547	7/21/2023	FRANKL	FRANKLIN AIR CONDITIONING &		1,050.00
	52355	CC-A/C REPAIR		285-3330-53813	300.00
	52379	CC-A/C MTCE		285-3330-53813	750.00
10548	7/21/2023	FREHOR	FREMONTIA HORTICULTURAL		994.52
	69047	LP PARK STAGE-PLANTS		100-3330-53822	994.52
10549	7/21/2023	LUNGLO	GLORIA LUNA		45.00
	INV0009406	CLASS REFUND-LUNE		100-47260	45.00
10550	7/21/2023	GRAING	GRAINGER		29.44
	9742577704	CH GENERATOR SUPPLIES		100-1150-53811	29.44
10551	7/21/2023	CHAGUA	GUADALUPE CHAVEZ		700.00
	112	DJ SVC/SOUND-CONCERTS@PARK		100-4140-53979	700.00
10552	7/21/2023	GOMGUS	GUSTAVO GOMEZ		37.00
	INV0009414	VOLUNTEER LIVE SCAN REIM-GOMEZ		100-4110-53980	37.00
10553	7/21/2023	HACLWN	HACIENDA LAWNMOWER SHOP		95.89
	4382	MTCE-TOOLS		100-3100-53012	87.89
	4446	MTCE-TOOLS		100-3100-53012	8.00
10554	7/21/2023	HACOUT	HACIENDA OUTLET		350.80
	90091	MTCE-UNIFORMS		100-3330-53015	69.28
	90092	MTCE-UNIFORMS		100-3330-53015	127.56
	90093	MTCE-UNIFORMS		100-3330-53015	153.96
10555	7/21/2023	INHOFA	INDUSTRY HOSES & FASTNERS		460.49
	65432	REPAIR GRAFFITI PRESSURE WASHER		200-3120-53016	409.85
	65461	LOCK NUT		200-3120-53012	50.64
10556	7/21/2023	HERIRE	IRENE HERRERA		37.00
	INV0009418	EMPLOYMENT LIVE SCAN REIM-HERRERA		100-1135-53406	37.00
10557	7/21/2023	JCLBAR	JCL TRAFFIC		6,408.60
	119866	RV PARKING SIGNAGE		200-3120-53821	4,713.63
	119870	NO PARKING SIGNS		200-3120-53821	52.37
	119871	WARNING SIGNS		100-3330-53813	157.11
	119872	NO DUMPING SIGNS		200-3120-53821	529.07

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	119942	TRAFFIC DELINEATOR		200-3120-53821	956.42
10558	7/21/2023 INV0009411	SAEJOS VOLUNTEER LIVE SCAN REIM-SAENZ	JOSEPH D SAENZ	100-4110-53980	37.00 37.00
10559	7/21/2023 INV0009408	CORKAR CLASS REFUND-CORNEJO	KARINA CORNEJO	100-47260	45.00 45.00
10560	7/21/2023 1830	KSKFAC 06/23 CH JANITORIAL SVC	KSK FACILITIES	100-1150-53813	1,770.20 1,770.20
10561	7/21/2023 RE-PW-23061206599 RE-PW-23061206987	LACRD 05/23 IW LA PUENTE 05/23 TS MAINT DDG	LA CO DEPT PUBLIC WORKS	100-3110-53121 200-3120-53819	7,397.95 2,082.84 5,315.11
10562	7/21/2023 IN230000868 IN230000986 IN230000987 IN230000993	LACRDD 09/22-04/23 TS FAIRGROVE@HACIENDA 11/22-05/23 TS AZUSA@SALAIS 11/22-05/23 TS FAIRGROVE@HACIENDA 03/22-05/23 TS TEMPLE@UNRUH	LA CO DEPT PUBLIC WORKS	200-3120-53819 200-3120-53819 200-3120-53819 200-3120-53819	26,676.03 13,576.76 540.41 1,259.76 11,299.10
10563	7/21/2023 3686335	LEWBRI 05/23 LEGAL SVC-LEWIS VS. CITY OF LP	LEWIS BRISBOIS BISGAARD & SMITH LLP	100-1110-53114	3,255.00 3,255.00
10564	7/21/2023 25461	LOCKSP DUPLICATE KEYS	LOCKS PLUS, INC	100-4100-53012	292.37 292.37
10565	7/21/2023 15632	MANCIL APPROVAL INVOICE STAMP	MANCILLA'S QUALITY PRINTING LLC	100-1130-53011	66.00 66.00
10566	7/21/2023 INV0009407	SAIMAR CLASS REFUND-SAINZ	MARCIA SAINZ	100-47260	45.00 45.00
10567	7/21/2023 INV0009394	METRO TDA FUNDS RETURN	METRO	220-45190	63,000.00 63,000.00
10568	7/21/2023 805	MUNWAS SB1383 IMPLEMENTATION	MUNICIPAL WASTE SOLUTIONS, INC.	100-1130-53111	4,647.50 4,647.50
10569	7/21/2023 INV0009417	HERNIK VOLUNTEER LIVE SCAN REIM-HERRERA	NIKO HERRERA	100-4110-53980	37.00 37.00
10570	7/21/2023 INV0009416	MABNON PRE EMPLOYMENT LIVE SCAN REIM-MABINI	NONESTO MABINI	100-1135-53406	37.00 37.00
10571	7/21/2023 22630 22631 22632 22633 22634 22635 22636 22637 22638 22639 22640	OMLO 06/30 LEGAL SVC-COMMUNITY FOUNDATION 06/23 LEGAL SVC-PLANNING 06/23 LEGAL SVC-LEWIS VS. CITY OF LP 06/23 LEGAL SVC-CITY COUNCIL 06/23 LEGAL SVC-RISK MANAGEMENT 06/23 LEGAL SVC-CITY CLERK 06/23 LEGAL SVC-GENERAL 06/23 LEGAL SVC-CITY MANAGER 06/23 LEGAL SVC-FINANCE 06/23 LEGAL SVC-CODE ENFORCEMENT 06/23 LEGAL SVC-PUBLIC WORKS	OLIVAREZ MADRUGA LAW ORGANIZATION, LLP	100-1110-53114 100-1110-53114 100-1110-53114 100-1110-53114 100-1110-53114 100-1110-53114 100-1110-53114 100-1110-53114 100-1110-53114 100-1110-53114 100-1110-53114	32,708.12 1,020.00 266.25 2,684.00 12,865.37 836.00 1,318.00 11,004.50 828.00 680.00 480.00 726.00
10572	7/21/2023 PAYAPP#03	OPPNAT COFFEE KIOSK RETENTION PYMT	OPPENHEIMER NATIONAL	280-20220	3,511.78 3,511.78
10573	7/21/2023 3607-361238 3607-365728	OREILLY SECURITY KIT/RATCHET STRIP ELECTRICAL VEH-BATTERY	O'REILLY AUTO PARTS	555-3150-53812 555-3150-53812	1,319.07 134.17 1,184.90

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10574	7/21/2023 11320	PIPE TE JET VACUUM/SEWER LINE CAMERA-BECKNER ST	PIPE TEC, INC.	500-3210-53111	2,300.00 2,300.00
10575	7/21/2023 46258	RELFOU COFFEE SHOP BOLLARDS	RELIANCE FOUNDRY	285-3330-53822	9,977.50 9,977.50
10576	7/21/2023 3615236 3615364 3619214 3619474	RESOUR CONCRETE MIX HAND HELD SPRAYER STEEL CURB STAKES BLDG SUPPLIES	RESOURCE BUILDING MATERIALS	100-3330-53822 100-3100-53012 100-3330-53822 100-3330-53822	711.09 51.36 456.28 143.45 60.00
10577	7/21/2023 INV0009397 INV0009398 INV0009399	SGVWC 06/07-07/07 WTR-935 IRRIG PUENTE 06/07-07/07 WTR-545 IRRIG PUENTE 06/07-07/07 WTR-13760 IRRIG TEMPLE	S.G.V. WATER CO	200-3120-53714 200-3120-53714 200-3120-53714	1,039.22 415.58 316.26 307.38
10578	7/21/2023 130754736-001 130760006-001 130797868-001 130798318-001 131114648-001 131345636-001 131673229-001 131765972-001 131852447-001 131944452-001 131945372-001	SITEON IRRIGATION SUPPLIES COFFE SHOP PLUMBING SUPPLIES LP STAGE LIGHTING SUPPLIES IRRIGATION SUPPLIES MTCE TOOLS STRAW WATTLE ROLL FIELD MTCE SUPPLIES LP PARK ELECTRICAL SUPPLIES IRRIGATION SUPPLIES IRRIGATION SUPPLIES IRRIGATION SUPPLIES	SITEONE LANDSCAPE SUPPLY, LLC	200-3120-53814 100-3330-53822 100-3330-53822 100-3330-53822 100-3100-53012 200-3120-53012 100-3330-53822 100-3330-53822 100-3330-53822 100-3330-53822 100-3330-53822	4,374.17 107.18 62.92 984.08 434.89 380.49 31.86 369.20 1,787.02 174.25 17.17 25.11
10579	7/21/2023 262649	SJM RADIO SIGNAL REPEATER RENTAL JULY 3RD	SJM INDUSTRIAL RADIO	550-6100-53111	1,775.00 1,775.00
10580	7/21/2023 SCAG FY24 0089	SOCAS FY 23/24 SCAG DUES	SOUTHERN CALIFORNIA ASSOCIATION	100-1100-53971	4,824.00 4,824.00
10581	7/21/2023 573863	STANLE 06/23 ABBEY ST PEST CONTROL	STANLEY PEST CONTROL, INC.	200-3120-53814	85.00 85.00
10582	7/21/2023 3286533861 3287785021 3291524331 3291557291 3292037201 3293566211 3294766931	STAPLE 06/23 OFFICE SUPPLIES LAMINATING POUCH PAPER CUPS PAPER PLATES OFFICE SUPPLIES P-TOUCH TAPE WHITE CARDSTOCK	STAPLES CREDIT PLAN	100-1150-53011 100-1150-53011 100-1150-53011 100-1150-53011 100-1150-53011 100-1150-53011 100-1150-53011	677.92 69.29 92.37 207.34 70.38 115.60 69.27 53.67
10583	7/21/2023 180061748022	SOSUBW 06/07-07/06 WTR-6000101379	SUBURBAN WATER SYSTEMS	200-3120-53714	131.39 131.39
10584	7/21/2023 2061834	TEKTIME DATE STAMP REPAIR	TEK TIME SYSTEMS INC	100-1150-53811	105.16 105.16
10585	7/21/2023 434390905 434390935	TERMI 06/09 CH PEST CONTROL 06/09 CH PEST CONTROL	TERMINIX PROCESSING CENTER	100-1150-53813 100-1150-53813	182.00 85.00 97.00
10586	7/21/2023 INV0009395 INV0009396	GASCO 06/05-07/05 GAS-CITY HALL 06/05-07/05 GAS-PARK SVCS	THE GAS COMPANY	100-1150-53711 285-3330-53711	973.41 673.50 299.91

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10587	7/21/2023 4167	UMCON SENIOR CENTER AWINGS	THE UMBRELLA CONNECTION	100-4130-53813	4,004.00 4,004.00
10588	7/21/2023 165078163 165163042 165290618 165399897	ULINE TOOL CABINET OIL DRUM SPILL KIT PAPER SHREDDER/GROMMETS DOG WASTE SUPPLIES	ULINE	100-3100-53012 100-3100-53012 100-3100-53012 100-3330-53012	2,938.68 874.11 861.47 511.98 691.12
10589	7/21/2023 INV074753-RET INV075267	TURFWE NATURE CTR SOD RETENTION PYMT SOD INSTALLATION-NTR CTR PARK	WEST COAST TURF	263-20220 263-5610-59300	4,951.10 1,031.10 3,920.00
10590	7/21/2023 003-37611 003-37612 003-37613 003-37614 003-37615 003-37646 003-37647 003-37730 003-37731 003-37732 003-37733 003-37734 003-37735 003-37736 003-37746 003-37761 003-37761 003-37762 003-37763 00625458 006-25616	WILENG 04/23 TRAFFIC ENG 04/23 NPDES SVCS 04/23 SANITARY SEWER MTCE SVC 04/23 CONCRETE REPAIR-VARIOUS LOCATION 04/23 OLD VALLEY/ 1ST STOP SIGN WARRANT 04/23 LP COMMUNITY CTR PARKING LOT 04/23 ST IMPROVEMENT-HSIP CYCLE 8 05/23 TRAFFIC ENG-GIS ANALYST II 05/23 NPDES SVC 05/23 SANITARY SEWER MTCE SVC 05/23 CONCRETE REPAIR-VARIOUS LOCATIONS 05/23 LP COMMUNITY PARKING LOT 05/23 OLD VALLEY/ 1ST STOP SIGN WARRANT 05/23 GLENDORA BIKE LNS 05/23 ENGINEERING PERMITS 05/23 UHRUH AVE WALL IMPROVEMENT 05/23 UHRUH AVE WALL IMPROVEMENT 05/23 LP COMMUNITY CTR PARKING LOT 05/23 ST IMPORVEMENTS ST-HSIP CYCLE 8 04/23 LP HACIENDA/PRICHARD HAWK 05/23 LP LOCAL RD SAFETY PLAN	WILLDAN ENGINEERING	100-3100-53111 284-3100-53111 500-3210-53111 203-5590-59210 100-3100-53111 280-5606-59600 203-5586-59300 100-3100-53111 284-3100-53111 500-3210-53111 203-5590-59300 280-5606-59600 100-3100-53111 100-3100-53111 100-3110-53120 203-5601-59600 205-5601-59600 280-5606-59600 203-5586-59300 100-3100-53111 100-3100-53111	48,810.60 3,920.00 2,007.50 1,655.00 1,466.25 530.00 744.70 2,523.47 4,027.50 2,156.25 385.00 460.00 290.00 2,982.50 143.75 14,155.70 2,220.75 2,220.75 3,053.40 2,283.08 1,225.00 360.00
10591	7/28/2023 634	BUMENT ENTERTAINMENT SERVICES FOR CONCERTS IN THE P...	AARON M REYES	100-4140-53979	1,000.00 1,000.00
10592	7/28/2023 81602	AEGSLN INKJET COLOR BOND	AEG SOLUTIONS	100-4100-53811	142.30 142.30
10593	7/28/2023 13JF-VG63-VNTG 1CD4-739D-YH3L 1DJ7-CNMC-J97M 1FWH-M7W1-WVGX 1HNK-TXV7-H7CW 1JRV-RVGX-CRNM 1MXP-JYWY-YCTH	AMABUS CODE ENF SUPPLIES DESK PAD ROBERT RULE BOOKS TONER/USB ADAPTER MASKING TAPE NAT'L NIGHT OUT SUPPLIES GYMNASTIC MAT/FLAGS	AMAZON CAPITAL SERVICES INC	100-2110-53011 100-2110-53011 100-1120-53011 550-6100-53018 100-2110-53011 100-3320-53976 100-4110-53980	1,616.52 742.26 24.19 43.36 352.20 85.78 61.58 307.15
10594	7/28/2023 INV0009428	BRISAT ENTERTAINMENT SERVICES FOR CONCERTS IN THE P...	BRIAN SATTERFIELD - OC3	100-4140-53979	1,700.00 1,700.00
10595	7/28/2023 INV0009425	LEOBRI PRE EMPLOYMENT LIVE SCAN	BRISEIDA LEON	100-1135-53406	37.00 37.00
10596	7/28/2023 IN2641005	CBE4AM 06/20-07/19 FACILITY COPIER	CBE OFFICE SOLUTIONS	100-1150-53911	447.88 447.88
10597	7/28/2023 0029105071423	TIMEWA 07/4-08/13 SC CABLE/INTERNET	CHARTER COMMUNICATIONS	100-4130-53715	1,462.71 105.28

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	0400926071023	07/10-08/09 FIBER 1GBPS		100-1150-53715	1,357.43
10598	7/28/2023 4162155273	CINTA 07/23 SR CENTER MAT RENTAL	CINTAS CORPORATION #693	100-4130-53813	361.31 361.31
10599	7/28/2023 INV0009429	COLDUC ENTERTAINMENT SERVICE FOR NATIONAL NIGHT OUT..	COLD DUCK - JOSE CUADRA	100-4140-53979	1,800.00 1,800.00
10600	7/28/2023 702030 702030	CORCON LP PARK WEST RESTROOM RETENTION LP PARK WEST RESTROOM PYMT #1	CORRAL CONSTRUCTION & DEVELOPMENT INC.	280-20220 280-5606-59300	19,048.16 -1,002.54 20,050.70
10601	7/28/2023 21721	DAROLI 06/23 LEGAL SVC-CODE ENF	DAPEER, ROSENBLIT & LITVAK, LLP	100-2110-53114	2,486.63 2,486.63
10602	7/28/2023 082323-001	DMH ENTERTAINMENT SERVICES FOR CONCERTS IN THE P...	DMH ENTERPRISES - ATTN: DAVID HEWITT	100-4140-53979	1,900.00 1,900.00
10603	7/28/2023 INV0009436	FEREDU PRE EMPLOYMENT LIVE SCAN REIM-FERNANDEZ	EDUARDO FERNANDEZ	100-1135-53406	37.00 37.00
10604	7/28/2023 23044-1 23045-1	FECELE PARK AMPITHEATER ELECTRICAL SRVC EMERGENCY TRANSFORMER & PANEL UPGRADE-LP P...	F.E.C. ELECTRIC INC.	100-5596-59300 100-3330-53822	30,850.00 16,350.00 14,500.00
10605	7/28/2023 23-000868	MOBFAL AMBULANCE SVC-3RD OF JULY EVENT	FALCK MOBILE HEALTH CORP	100-4140-53979	6,000.00 6,000.00
10606	7/28/2023 INV0009426	VERIC 07/07-08/06 PHONE-SR CENTER ALARM	FRONTIER COMMUNICATIONS	100-4130-53715	117.85 117.85
10607	7/28/2023 SGVCONS-002	GOODW GSC-02	GOODWILL OF SOUTHERN CALIFORNIA	280-3300-53111	56,066.84 56,066.84
10608	7/28/2023 319878A 320193 320549	GORM HAND SOAP MTCE JANITORIAL SVC MTCE JANITORIAL SVC	GORM INC	100-3330-53011 100-3330-53011 100-3330-53011	2,408.43 74.20 1,038.65 1,295.58
10609	7/28/2023 1	GUEJC 06/23 JUDO CLASS PYMT	GUERREROS ATHLETIC FOUNDATION	100-4100-53111	1,512.00 1,512.00
10610	7/28/2023 INV0009438	HACMBX C&D DEPOSIT REFUND HACIENDA MBX	HACIENDA MBX VENTURE, LLC	600-23280	54,623.06 54,623.06
10611	7/28/2023 1010-0523 1010-0623	HELHEA 05/23 HELUNA-02 06/23 HELUNA-03	HELUNA HEALTH	280-3300-53111 280-3300-53111	47,107.61 20,509.39 26,598.22
10612	7/28/2023 INV0009432	NEGJAC CLASS REFUND-NEGRETE	JACQUELINE NEGRETE	100-47260	45.00 45.00
10613	7/28/2023 INV0009431	PIEJAC CLASS REFUND-PIELIN	JACQUELINE PIELIN	100-47260	45.00 45.00
10614	7/28/2023 INV0009437	JAMRIC PHOTO CELL REIM-RICHARDS	JAMES M. RICHARDS	100-3330-53822	62.35 62.35
10615	7/28/2023 INV0009434	JOSREY 07/01-15 SHOPPING CART MILEAGE REIM-REYES	JOSE REYES	555-3150-53014	559.38 559.38
10616	7/28/2023 233867DL	LACSHF 06/23 IDT- CRIME SUPPRESSION	LA CO SHERIFF'S DEPT	100-2100-53113	1,888.20 1,888.20
10617	7/28/2023 INV0009423	ODELIN 06/23 KNITTING CLASS PYMT	LINDA ODEGAARD	100-4100-53111	281.00 134.00

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	INV0009424	07/23 KNITTING CLASS PYMT		100-4100-53111	147.00
10618	7/28/2023 INV0009430	MARMEN CLASS REFUND-MENDOZA	MARITZA MENDOZA	100-47260	50.00 50.00
10619	7/28/2023 INV0009433	MARGAL PET SUPPLIES REIM-GALOUSTIAN	MARK GALOUSTIAN	100-2130-53012	67.39 67.39
10620	7/28/2023	MERRIT	MERRITTS HARDWARE		2,380.07
	134916	GRAFFITI SUPPLIES		200-3120-53016	78.61
	134926	PLUNGER		100-3330-53822	74.76
	134935	BATTERIES		100-3330-53012	62.67
	134936	SUPPLIES-ANIMAL CONTROL DEPT		100-2130-53011	267.98
	134939	WD40/OIL/WASHERS		100-3330-53012	17.38
	134956	BOLTS/KICKDOWN DOOR HOLDS		100-4130-53012	38.81
	134968	GRAFFITI SUPPLIES		200-3120-53016	104.73
	134980	WHEELBARROW		263-3320-53012	76.99
	134994	ACE BAG		100-3330-53012	32.98
	135003	SUPPLIES		100-4130-53012	12.09
	135057	GRAFFITI SUPPLIES		200-3120-53016	100.09
	135067	CONCRETE		200-3120-53821	8.79
	135098	HINGED PLUG		100-3100-53012	4.39
	135108	CLEANING SUPPLIES		100-3330-53012	141.16
	135140	BOLTS/WASHER		200-3120-53821	1.12
	135153	TAPE/MEASURING WHEEL		100-2110-53012	124.27
	135157	WASHER/BOLTS		100-1150-53012	5.83
	135163	MTCE SUPPLIES		100-3330-53822	143.04
	135169	SCREWS		100-3100-53012	15.38
	135170	TUBING FLEX		100-3100-53012	7.69
	135175	NUTS/WASHER		100-3100-53012	8.45
	135180	SUPPLIES		100-3330-53822	59.47
	135234	SCREW		100-3100-53012	21.99
	135254	SNACK BAR SUPPLIES		100-3330-53012	20.88
	135269	GRAFFITI SUPPLIES		200-3120-53016	43.08
	135272	HOG RING		100-3330-53012	60.42
	135295	TOOLS		100-3330-53822	96.71
	135297	SUPPLIES		100-3330-53012	36.96
	135304	GRAFFITI SUPPLIES		200-3120-53016	212.50
	135325	IRRIGATION SUPPLIES		100-3330-53822	30.78
	135346	UTILITY TOTE PLASTIC		100-3330-53012	98.93
	135361	TOOLS/SUPPLIES		100-4140-53979	49.45
	135366	GRAFFITI SUPPLIES		200-3120-53016	81.66
	135372	SUPPLIES		100-3330-53822	26.37
	135408	REACHER GRABER TOOL		100-3330-53012	87.96
	135418	BIT DRILL/WASHER		100-3330-53012	83.85
	135434	GRAFFITI SUPPLIES		200-3120-53016	32.52
	135437	FLAR ELBOW		100-3330-53012	4.94
	135439	SUPPLIES		100-3330-53012	4.39
10622	7/28/2023 76431	NEWASI COFFEE SHOP EQUIPMENT	NEW ASIA FSE, INC.	100-5596-59300	6,707.30 6,707.30
10623	7/28/2023 507	PAUBY ENTERTAINMENT SERVICES FOR CONCERTS IN THE P...	PAUL BYRD - NEON NATION	100-4140-53979	1,500.00 1,500.00
10624	7/28/2023 66824	PLACOF ESPRESSO MACHINE & COFFEE GRINDER	PLANET COFFEE ROASTERS, INC.	100-5596-59300	3,307.50 3,307.50
10625	7/28/2023 SGV-VMT-08	SGVGOV FY 23/24 VMT ANAYLSIS	SAN GABRIEL VALLEY - COG	200-3120-53111	15,000.00 15,000.00

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10626	7/28/2023 638906	CALSO TEMP FENCING	SO CAL INDUSTRIES	100-3330-53822	471.24 471.24
10627	7/28/2023	SGTRA	SOUTHLAND TRANSIT INC		119,817.02
	LAPUENTE0523	05/23 DIAL A RIDE		210-3130-53916	9,637.58
	LAPUENTE0523	05/23 LP LINK SVC		210-3130-53917	51,855.34
	LAPUENTE0523	05/23 DIAL A RIDE FARE		210-46100	-60.00
	LAPUENTE0523	05/23 LP LINK FARE		210-46105	-2,036.00
	LAPUENTE0623	06/23 DIAL A RIDE SVC		210-3130-53916	9,971.64
	LAPUENTE0623	06/23 LP LINK SVC		210-3130-53917	52,396.21
	LAPUENTE0623	06/23 DIAL A RIDE FARE		210-46100	-66.25
	LAPUENTE0623	06/23 LP LINK FARE		210-46105	-1,881.50
10628	7/28/2023	SUNBELT	SUNBELT RENTALS, INC.		7,313.20
	1223888849-02	JUMPING JACK RENTAL		100-3330-53822	774.25
	139078133-02	WALK TRENCHER RENTAL		100-3330-53822	804.63
	140064719-02	JUMPING JACK TAMPER RENTAL		100-3330-53822	768.60
	140788640-01	1975.89		100-3330-53822	2,163.61
	141141321-02	DOUBLE DRUM RIDE-ON ROLLER		100-3330-53822	2,575.56
	141383220-1	CORE DRILL RENTAL		100-3330-53822	226.55
10629	7/28/2023	SWAMOP	SWANK MOTION PICTURES INC.		510.00
	RG 3426044	MOVIES@THE PARK		100-4140-53979	510.00
10630	7/28/2023	TEKTIME	TEK TIME SYSTEMS INC		42.50
	2061859	FRONT COUNTER DATE STAMP REPAIR		100-1150-53811	42.50
10631	7/28/2023	TERMI	TERMINIX PROCESSING CENTER		296.00
	434389542	06/09 CC PEST CONTROL		285-3330-53813	50.00
	434390256	06/09 YLAC PEST CONTROL		285-3330-53813	53.00
	435495292	07/10 CC PEST CONTROL		285-3330-53813	50.00
	435495556	07/10 YLAC PEST CONTROL		285-3330-53813	53.00
	435498588	07/10 SR CENTER PEST CONTROL		100-4130-53813	90.00
10632	7/28/2023	ULINE	ULINE		2,780.73
	165427200	BUS STOP RECEPTACLE		210-3130-53816	890.61
	165481783	TILT TRUCK CART		100-3100-53012	978.61
	165504562	RECEPTICAL LINER REPLACEMENTAL		200-3120-53012	911.51
10633	7/28/2023	UNREN	UNITED RENTALS		544.11
	2187202366-03	SCISSOR LIFT RENTAL		100-3330-53822	544.11
10634	7/28/2023	WESCO	WEST COAST ARBORISTS INC		4,704.60
	202159	06/16-30 PKWY TREE MTCE		200-3120-53815	4,195.20
	202428	06/14-PRUNING 449 FERRERO LN		263-3320-53111	509.40
10635	7/28/2023	PRAZE	ZEKE PRADO		1,500.00
	ZEKE	Fintess Classes		263-3320-53111	1,500.00
DFT0002153	7/20/2023	ICMARC	VANTAGEPOINT TRANSFER AGENTS-457		30.16
	INV0009378	EMPLOYEE LOAN REPYMT		100-20399	20.52
	INV0009378	EMPLOYEE LOAN REPYMT		200-20399	2.58
	INV0009378	EMPLOYEE LOAN REPYMT		203-20399	0.64
	INV0009378	EMPLOYEE LOAN REPYMT		205-20399	0.64
	INV0009378	EMPLOYEE LOAN REPYMT		210-20399	3.86
	INV0009378	EMPLOYEE LOAN REPYMT		215-20399	0.64
	INV0009378	EMPLOYEE LOAN REPYMT		260-20399	1.28
DFT0002154	7/20/2023	ICMARC	VANTAGEPOINT TRANSFER AGENTS-457		1,565.00
	INV0009379	EMPLOYEE CONTRIBUTIONS		100-20399	1,299.52
	INV0009379	EMPLOYEE CONTRIBUTIONS		200-20399	50.65
	INV0009379	EMPLOYEE CONTRIBUTIONS		203-20399	36.99
	INV0009379	EMPLOYEE CONTRIBUTIONS		205-20399	36.99

Check Register Report

Payment Dates: 7/17/2023 - 7/31/2023

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
	INV0009379	EMPLOYEE CONTRIBUTIONS		210-20399	57.97
	INV0009379	EMPLOYEE CONTRIBUTIONS		215-20399	15.49
	INV0009379	EMPLOYEE CONTRIBUTIONS		260-20399	67.39
DFT0002155	7/20/2023	PERSYS-RETIRE	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM		18,397.51
	INV0009381	EMPLOYER CONTRIBUTION		100-20360	15,383.12
	INV0009381	EMPLOYER CONTRIBUTION		200-20360	758.04
	INV0009381	EMPLOYER CONTRIBUTION		203-20360	283.04
	INV0009381	EMPLOYER CONTRIBUTION		205-20360	283.04
	INV0009381	EMPLOYER CONTRIBUTION		210-20360	372.11
	INV0009381	EMPLOYER CONTRIBUTION		215-20360	74.87
	INV0009381	EMPLOYER CONTRIBUTION		260-20360	676.82
	INV0009381	EMPLOYER CONTRIBUTION		283-20360	71.81
	INV0009381	EMPLOYER CONTRIBUTION		285-20360	494.66
DFT0002156	7/20/2023	PERSYS-RETIRE	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM		13,185.61
	INV0009382	PERS- NEW EMPLY CONTRB		100-20399	11,039.34
	INV0009382	PERS- NEW EMPLY CONTRB		200-20399	486.95
	INV0009382	PERS- NEW EMPLY CONTRB		203-20399	190.09
	INV0009382	PERS- NEW EMPLY CONTRB		205-20399	190.09
	INV0009382	PERS- NEW EMPLY CONTRB		210-20399	226.67
	INV0009382	PERS- NEW EMPLY CONTRB		215-20399	54.82
	INV0009382	PERS- NEW EMPLY CONTRB		260-20399	486.28
	INV0009382	PERS- NEW EMPLY CONTRB		283-20399	69.88
	INV0009382	PERS- NEW EMPLY CONTRB		285-20399	441.49
DFT0002157	7/20/2023	PERSYS-RETIRE	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM		850.07
	INV0009383	EMPLOYEE PORTION		100-20360	764.58
	INV0009383	EMPLOYEE PORTION		200-20360	66.49
	INV0009383	EMPLOYEE PORTION		210-20360	19.00
DFT0002158	7/20/2023	PERSYS-RETIRE	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM		57.00
	INV0009385	SURVIVORS LIFE INSURANCE		100-20350	47.10
	INV0009385	SURVIVORS LIFE INSURANCE		200-20350	2.16
	INV0009385	SURVIVORS LIFE INSURANCE		203-20350	0.57
	INV0009385	SURVIVORS LIFE INSURANCE		205-20350	0.57
	INV0009385	SURVIVORS LIFE INSURANCE		210-20350	0.80
	INV0009385	SURVIVORS LIFE INSURANCE		215-20350	0.15
	INV0009385	SURVIVORS LIFE INSURANCE		260-20350	1.87
	INV0009385	SURVIVORS LIFE INSURANCE		283-20350	0.30
	INV0009385	SURVIVORS LIFE INSURANCE		285-20350	3.48
DFT0002159	7/20/2023	EMPLOY	EMPLOYMENT DEVELOPMENT DEPT		7,741.25
	INV0009388	STATE INCOME TAX		100-20310	6,872.89
	INV0009388	STATE INCOME TAX		200-20310	210.03
	INV0009388	STATE INCOME TAX		203-20310	79.15
	INV0009388	STATE INCOME TAX		205-20310	112.22
	INV0009388	STATE INCOME TAX		210-20310	111.86
	INV0009388	STATE INCOME TAX		215-20310	31.40
	INV0009388	STATE INCOME TAX		260-20310	163.57
	INV0009388	STATE INCOME TAX		283-20310	68.19
	INV0009388	STATE INCOME TAX		285-20310	91.94
DFT0002160	7/20/2023	IRSPR	IRS PAYROLL TAX DEPOSIT		21,368.21
	INV0009389	FEDERAL WITHHOLDING		100-20300	18,840.99
	INV0009389	FEDERAL WITHHOLDING		200-20300	577.52
	INV0009389	FEDERAL WITHHOLDING		203-20300	201.24
	INV0009389	FEDERAL WITHHOLDING		205-20300	333.34
	INV0009389	FEDERAL WITHHOLDING		210-20300	336.25
	INV0009389	FEDERAL WITHHOLDING		215-20300	79.70
	INV0009389	FEDERAL WITHHOLDING		260-20300	534.41

Check Register Report

Payment Dates: 7/17/2023 - 7/31/2023

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
	INV0009389	FEDERAL WITHHOLDING		283-20300	159.47
	INV0009389	FEDERAL WITHHOLDING		285-20300	305.29
DFT0002161	7/20/2023	IRSPR	IRS PAYROLL TAX DEPOSIT		7,566.34
	INV0009390	MEDICARE TAX		100-20300	6,586.12
	INV0009390	MEDICARE TAX		200-20300	197.20
	INV0009390	MEDICARE TAX		203-20300	91.44
	INV0009390	MEDICARE TAX		205-20300	144.70
	INV0009390	MEDICARE TAX		210-20300	90.22
	INV0009390	MEDICARE TAX		215-20300	19.60
	INV0009390	MEDICARE TAX		260-20300	212.44
	INV0009390	MEDICARE TAX		283-20300	40.86
	INV0009390	MEDICARE TAX		285-20300	183.76
DFT0002164	7/28/2023	WEXBANK	WEX BANK		8,211.38
	90587972	07/21 FUEL PURCHASE		555-3150-53014	8,211.38
Grand Total:					927,534.15

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL FUND	274,651.11
200 - GAS TAX FUND	96,743.55
203 - MEASURE M FUND	25,072.40
205 - MEASURE R FUND	3,530.56
210 - PROP A FUND	125,624.07
215 - PROP C FUND	282.71
220 - SB821 (TDA) FUND	63,000.00
260 - CDBG PROGRAM FUND	2,319.92
263 - AMERICAN RESCUE PLAN ACT FUND	7,203.54
280 - MISCELLANEOUS GRANTS FUND	195,080.10
283 - MEASURE A SAFE PARKS FUND	442.81
284 - MEASURE W	4,163.75
285 - LIGHTING & LANDSCAPE MAINTENANCE	56,188.40
500 - SEWER CONSTRUCTION/MAINTENANCE FUND	4,340.00
550 - EQUIPMENT REPLACEMENT FUND	3,447.05
555 - VEHICLE MAINTENANCE & REPLACEMENT FUND	10,821.12
600 - SPECIAL DEPOSIT FUND	54,623.06
Grand Total:	927,534.15

Account Summary

Account Number	Account Name	Payment Amount
100-1100-53971	Dues & Memberships	4,824.00
100-1110-53114	Legal Services - General	38,785.62
100-1120-53011	Operating Supplies	43.36
100-1120-53412	Municipal Code Publishi...	10.96
100-1130-53011	Operating Supplies	66.00
100-1130-53111	Contract Services - Priva...	4,647.50
100-1135-53406	Recruitment Expenses	434.00
100-1150-53011	Operating Supplies	847.14
100-1150-53012	Small Tools & Equipment	5.83
100-1150-53711	Utility - Gas	673.50
100-1150-53715	Utility - Communications	1,733.76
100-1150-53811	Equipment Maintenance	177.10
100-1150-53813	Facility Maintenance	1,952.20
100-1150-53911	Equipment Lease/Rental	447.88
100-20300	FIT Payable	25,427.11
100-20310	SIT Payable	6,872.89
100-20340	PARS	4,843.66
100-20350	Group Insurance	47.10
100-20360	PERS	16,147.70
100-20380	Union Dues	1,380.14
100-20399	Other Payroll Deductions	12,672.98
100-2100-53113	Contract Services - Speci...	1,888.20
100-2110-53011	Operating Supplies	852.23
100-2110-53012	Small Tools & Equipment	124.27
100-2110-53114	Legal Services - General	2,486.63
100-2130-53011	Operating Supplies	267.98
100-2130-53012	Small Tools & Equipment	67.39
100-3100-53012	Small Tools & Equipment	4,255.22
100-3100-53111	Contract Services - Priva...	40,650.00
100-3110-53120	Engineering Permits	14,155.70
100-3110-53121	Industrial Waste Inspect...	2,082.84
100-3320-53111	Contract Services - Priva...	177.48
100-3320-53976	Special Departmental	61.58
100-3330-51211	Retirement	1,729.70
100-3330-53011	Operating Supplies	2,408.43
100-3330-53012	Small Tools & Equipment	1,343.64

Account Summary

Account Number	Account Name	Payment Amount
100-3330-53015	Uniform/Boot Reimburs...	350.80
100-3330-53111	Contract Services - Priva...	340.00
100-3330-53813	Facility Maintenance	157.11
100-3330-53822	Park Maintenance & Re...	28,714.88
100-4100-53012	Small Tools & Equipment	292.37
100-4100-53111	Contract Services - Priva...	1,793.00
100-4100-53811	Equipment Maintenance	412.69
100-4110-53980	Sports Activities	1,201.15
100-4130-53012	Small Tools & Equipment	50.90
100-4130-53715	Utility - Communications	223.13
100-4130-53813	Facility Maintenance	4,455.31
100-4140-53979	Special Events	15,159.45
100-42160	SB 1186 (CASP Fee)	168.80
100-47260	Recreation Programs	275.00
100-48900	Miscellaneous	100.00
100-5596-59300	Construction Costs	26,364.80
200-20300	FIT Payable	774.72
200-20310	SIT Payable	210.03
200-20340	PARS	2.31
200-20350	Group Insurance	2.16
200-20360	PERS	824.53
200-20380	Union Dues	56.62
200-20399	Other Payroll Deductions	540.18
200-3120-53012	Small Tools & Equipment	994.01
200-3120-53016	Graffiti Removal Supplies	1,063.04
200-3120-53111	Contract Services - Priva...	15,000.00
200-3120-53713	Utility - Hwy Lights	8,129.19
200-3120-53714	Utility - Water	1,170.61
200-3120-53814	Landscape Maintenance	192.18
200-3120-53815	Parkway Tree Maintena...	4,195.20
200-3120-53819	Signal Maintenance	57,327.37
200-3120-53821	Traffic Markings/Signs	6,261.40
203-20300	FIT Payable	292.68
203-20310	SIT Payable	79.15
203-20340	PARS	62.84
203-20350	Group Insurance	0.57
203-20360	PERS	283.04
203-20380	Union Dues	7.85
203-20399	Other Payroll Deductions	227.72
203-5586-59300	CONSTRUCTION COSTS	19,971.55
203-5590-59210	Design Engineering	1,466.25
203-5590-59300	Construction Costs	460.00
203-5601-59600	OTHER SERVICES	2,220.75
205-20300	FIT Payable	478.04
205-20310	SIT Payable	112.22
205-20340	PARS	200.88
205-20350	Group Insurance	0.57
205-20360	PERS	283.04
205-20380	Union Dues	7.34
205-20399	Other Payroll Deductions	227.72
205-5601-59600	Other Services	2,220.75
210-20300	FIT Payable	426.47
210-20310	SIT Payable	111.86
210-20340	PARS	2.31
210-20350	Group Insurance	0.80
210-20360	PERS	391.11
210-20380	Union Dues	55.39
210-20399	Other Payroll Deductions	288.50

Account Summary

Account Number	Account Name	Payment Amount
210-3130-53816	Bus Shelter Maintenance	4,530.61
210-3130-53916	Dial-A-Ride Services	19,609.22
210-3130-53917	Fixed Route Shuttle	104,251.55
210-46100	Dial-A-Ride Fares	-126.25
210-46105	Shuttle Fares	-3,917.50
215-20300	FIT Payable	99.30
215-20310	SIT Payable	31.40
215-20340	PARS	2.31
215-20350	Group Insurance	0.15
215-20360	PERS	74.87
215-20380	Union Dues	3.73
215-20399	Other Payroll Deductions	70.95
220-45190	SB 821 Allocation	63,000.00
260-20300	FIT Payable	746.85
260-20310	SIT Payable	163.57
260-20340	PARS	81.29
260-20350	Group Insurance	1.87
260-20360	PERS	676.82
260-20380	Union Dues	94.57
260-20399	Other Payroll Deductions	554.95
263-20220	Retention Payable	1,031.10
263-20380	Union Dues	134.05
263-3320-53012	Small Tools & Equipment	76.99
263-3320-53111	Contract Services - Priva...	2,009.40
263-3320-53406	Recruitment Expenses	32.00
263-5610-59300	Construction Costs	3,920.00
280-20220	Retention Payable	7,609.24
280-3300-53111	Contract Services - Priva...	164,832.06
280-5606-59300	CONSTRUCTION COSTS	18,550.70
280-5606-59600	Other Services	4,088.10
283-20300	FIT Payable	200.33
283-20310	SIT Payable	68.19
283-20350	Group Insurance	0.30
283-20360	PERS	71.81
283-20380	Union Dues	32.30
283-20399	Other Payroll Deductions	69.88
284-3100-53111	Contract Services - Priva...	4,163.75
285-20300	FIT Payable	489.05
285-20310	SIT Payable	91.94
285-20340	PARS	71.48
285-20350	Group Insurance	3.48
285-20360	PERS	494.66
285-20380	Union Dues	46.87
285-20399	Other Payroll Deductions	441.49
285-3330-53111	Contract Services - Priva...	28,228.26
285-3330-53711	Utility - Gas	299.91
285-3330-53712	Utility - Electricity	14,742.26
285-3330-53715	Utility - Communications	45.50
285-3330-53813	Facility Maintenance	1,256.00
285-3330-53822	Park Maintenance & Re...	9,977.50
500-3210-53111	Contract Services - Priva...	4,340.00
550-6100-53018	Computer Hardware & S...	1,672.05
550-6100-53111	Contract Services - Priva...	1,775.00
555-3150-53014	Fuel	8,770.76
555-3150-53812	Vehicle Maintenance	2,050.36
600-23280	Deposit - C & D	54,623.06
	Grand Total:	927,534.15

Project Account Summary

Project Account Key	Payment Amount
None	719,045.67
100023E	4,951.10
100923E	618.39
30223E	177.48
61023E	1,775.00
61024E	6,049.45
62124E	510.00
66724E	7,900.00
70923E	21,675.00
98523E	164,832.06
Grand Total:	927,534.15



City of La Puente

AGENDA REPORT

To: Mayor and City Council

For meeting of: August 8, 2023

From: Bob Lindsey, City Manager

By: John Di Mario, Director of Development Services

SUBJECT: CONSIDERATION OF ACCEPTANCE OF NOTICE OF COMPLETION FOR THE MIDDLE RESTROOM ADDITION IMPROVEMENTS AT LA PUENTE PARK

BACKGROUND

The City's funding from the State Grant for improvements at La Puente Park included improvements to the middle restroom located at the eastern end of the football field.

The overall building structure of the restroom was deemed to be in good condition with the need to replace the fixtures (and plumbing, if needed) repair/refinish the floor and paint the interior and exterior of the building. In addition, the City Council previously provided direction to Staff to add a storage area to the restroom building for use by La Puente Football and Cheer.

At the City Council meeting of October 11, 2022, the City Council awarded a construction contract to Corral Construction & Development Inc. ("Corral") in the amount of \$348,877.00.

DISCUSSION

On January 30, 2023, Corral commenced work on the Project and the Project was completed on June 23, 2023. The Project involved a complete remodel of the fixtures, toilet partitions, flooring, lighting, and painting of the restroom structure. In addition, a new 396 square foot storage area was added to the north side of the building for use by La Puente Football and Cheer.

The contractor's bid price for this Project was \$348,877. During construction, there was one change order in the amount of \$2,350.00 which was the net effect of additional wire mesh repair, prime and painting of existing exterior metal roof edge around perimeter of building, additional concrete flat work, an increase in size of 20 square foot for the storage area and a credit for one less urinal in the men's restroom and one less toilet in the women's due to an error in the plans and specifications.

FISCAL IMPACT

The final construction cost for this project is \$351,227.00, which is less than one percent (1%) above the original contact amount of \$348,877. This Project was funded from the specified grant fund from the California Department of Parks and Recreation.

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 June 23, 2023.

8. The work done was: Rehabilitation of middle restroom at La Puente park and addition of a 396 sq. ft. storage area

9. The names of the contractor, if any, for such work of improvement was: Corral Construction and Development Inc.

October 11, 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: Middle Restroom Addition Improvements at La Puente Park

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

John Di Mario, Director of Development Services

(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: August 8, 2023

From: Bob Lindsey, City Manager

By: John Di Mario, Director of Development Services

SUBJECT: CONSIDERATION OF AN AGREEMENT BETWEEN THE CITY AND THE LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL WATER MANAGEMENT JOINT POWERS AUTHORITY FOR COST SHARING FOR THE INSTALLATION OF MONITORING EQUIPMENT AND MONITORING PURSUANT TO THE HARBOR TOXIC POLLUTANTS TOTAL MAXIMUM DAILY LOAD

BACKGROUND

At the meeting of June 9, 2015, the City Council approved an Agreement between the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority (“Authority”). The purpose of the Agreement is to join with other cities in the region to share in the cost of required monitoring of tributaries among the various watersheds within Los Angeles County as part of the National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System (“MS4”) permit.

The Agreement with the Authority was for an initial three-year term that expired on June 30, 2018. At the meeting of June 26, 2018, the City Council approved a new Agreement with the Authority which expired on June 30, 2023.

As the City Council is aware, the MS4 permit places significant burdens and responsibilities on cities to now monitor stormwater and non-stormwater runoff, as well as to develop projects and programs to treat the water to eliminate pollutants before the water flows into rivers and channels and ultimately the ocean.

DISCUSSION

Included as Attachment “A” in a new agreement with the Authority along with a new fee structure with cost sharing among 62 municipalities plus the County of Los Angeles and the Los Angeles County Flood Control District. The term if the new Agreement will expire on June 30, 2026.

Staff recommends that the City continues to participate in this cooperative cost-sharing effort to avoid the situation of individually paying for the cost to conduct on-going monitoring as required under the MS4 permit. The City may terminate the Agreement at any time; however, the City would be responsible for the annual payment amount through the end of the fiscal year in which the Agreement is terminated.

FISCAL IMPACT

During the three (3) year term of the new Agreement, the City will pay approximately \$1,066.57 annually, which is slight increase from the prior agreement. Funding for the Fiscal Year 2023-24 payment is included in the Fiscal Year 2023-24 annual budget utilizing Measure W Funds. The City receives approximately \$340,000 annually in Measure W funds to be used on activities, programs, and services to improve water quality and meet the requirements of the MS4 Permit.

RECOMMENDATION

It is recommended that the City Council: (1) approve the Agreement between the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority; and (2) authorize the City Manager to execute the Agreement on behalf of the City.

ATTACHMENTS

Attachment “A”: Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority Agreement

AGREEMENT
BETWEEN THE LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL
WATER MANAGEMENT JOINT POWERS AUTHORITY
AND THE
CITY OF LA PUENTE

FOR COST SHARING FOR THE INSTALLATION OF MONITORING EQUIPMENT
AND MONITORING PURSUANT TO THE HARBOR TOXIC POLLUTANTS TMDL

This Agreement is made and entered into as of June 8, 2023, by and between the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority ("GWMA"), a California Joint Powers Authority, and the City of La Puente, (the "Permittee"). The Permittee and the GWMA are collectively referred to as the "Parties";

RECITALS

WHEREAS, the mission of the GWMA includes the equitable protection and management of water resources within its area;

WHEREAS, for the purposes of this Agreement, the term "MS4 Permittees" shall mean those public agencies that are co-permittees to a National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System Permit Order ("MS4 Permit") issued by the Los Angeles Regional Water Quality Control Board;

WHEREAS, the United States Environmental Protection Agency established the Total Maximum Daily Loads ("TMDL") for Toxic Pollutants on March 23, 2012, with the intent of protecting and improving water quality in the Dominguez Channel and the Greater Los Angeles and Long Beach Harbor Waters ("Harbor Toxic Pollutants TMDL");

WHEREAS, the Harbor Toxic Pollutants TMDL regulates certain discharges from National Pollutant Discharge Elimination System ("NPDES") permit holders, requiring organization and cooperation among the MS4 Permittees;

WHEREAS, the Permittee manages, drains or conveys storm water into at least a portion of the Los Angeles River including its estuary or Coyote Creek or the San Gabriel River including their estuaries;

WHEREAS, various MS4 Permittees desire to achieve the objectives of the Harbor Toxic Pollutants TMDL by continuing to maintain the monitoring station in the Los Angeles River at Wardlow Road, monitoring station in the San Gabriel River near Spring Street, and monitoring station in the Coyote Creek, also near Spring Street and conducting monitoring at said monitoring stations (collectively "Monitoring Stations") to ensure consistency with other regional monitoring programs and usability with other TMDL related studies;

WHEREAS, continuing maintenance of the Monitoring Stations and future monitoring requires administrative coordination for the various MS4 Permittees that the GWMA can and is willing to provide;

WHEREAS, the Lower Los Angeles River Watershed Management Group and the Lower San Gabriel River Watershed Management Group have been formed pursuant to the MS4 Permit and oversee and manage the monitoring program for the Harbor Toxic Pollutants TMDL within their respective watersheds;

WHEREAS, the members of the GWMA are the Cities of Artesia, Bell, Bell Gardens, Bellflower, Cerritos, Commerce, Compton, Cudahy, Downey, Hawaiian Gardens, Huntington Park, La Mirada, Lakewood, Long Beach, Lynwood, Maywood, Montebello, Norwalk, Paramount, Pico Rivera, Santa Fe Springs, Signal Hill, South Gate, Vernon, Whittier, Water Replenishment District, Central Basin Municipal Water District, Port of Long Beach, and the Long Beach Water Department ("GWMA Members");

WHEREAS, because of the financial savings and benefits resulting from this cost-sharing arrangement, other MS4 Permittees that are not GWMA Members may request to participate in the cost sharing of the Monitoring Costs for the maintenance of the Monitoring Stations and the costs of monitoring conducted at the Monitoring Stations (collectively "Monitoring Costs");

WHEREAS, the GWMA Board of Directors authorized the GWMA to enter into individual separate agreements with such individual MS4 Permittees (which shall not have voting rights in the GWMA) for purposes of only cost sharing in the Monitoring Costs;

WHEREAS, because GWMA Members already pay annual membership fees that pay for GWMA administrative costs, GWMA Members that participate in the cost share for the Monitoring Costs shall pay an administrative fee that is less than that the administrative fee charged to MS4 Permittees that are not GWMA Members;

WHEREAS, certain private NPDES permit holders that are subject to the Harbor Toxic Pollutants TMDL have also expressed interest in participating in the cost share for the Monitoring Costs and procuring the monitoring data generated pursuant to this Agreement in order to satisfy their own permit obligations;

WHEREAS, the current agreements that cover the cost share arrangements for the Monitoring Costs through fiscal year 2022-2023 will expire on June 30, 2023.

WHEREAS, it is currently unknown how many MS4 Permittees and private NPDES permit holders will ultimately participate in the cost sharing of the Monitoring Costs for fiscal years 2023-2024 through 2025-2026;

WHEREAS, depending on how many MS4 Permittees and private NPDES permit holders ultimately participate in the cost sharing for the Monitoring Costs, each participating Permittee's annual cost share amount will be adjusted and the GWMA will notify each participating Permittee of its adjusted annual cost share amount in writing;

WHEREAS, the Permittee desires to share in the Monitoring Costs;

WHEREAS, the Parties have determined that authorizing GWMA to hire consultants as necessary to maintain the Monitoring Stations and conduct the monitoring required by the Harbor Toxic Pollutants TMDL will be beneficial to the Parties;

WHEREAS, the Permittee agrees to pay: (a) its proportional share of the Monitoring Costs to be incurred by the GWMA in accordance with the Cost Sharing Formula reflected in Exhibit "A"; and (b) applicable administrative fees to cover administrative costs; and

WHEREAS, the role of the GWMA is to: (1) invoice and collect funds from the Permittee to cover its portion of the Monitoring Costs; and (2) hire and retain consultants to maintain Monitoring Stations and conduct monitoring at the Monitoring Stations.

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

Section 1. Purpose. The purpose of this Agreement is for the Permittee to cost share in the Monitoring Costs.

Section 2. Cooperation. The Parties shall fully cooperate with one another to achieve the purposes of this Agreement.

Section 3. Voluntary Nature. The Parties voluntarily enter into this Agreement.

Section 4. Binding Effect. This Agreement shall become binding on GWMA and the Permittee.

Section 5. Term. This Agreement shall commence on July 1, 2023 and shall expire on June 30, 2026, unless terminated earlier pursuant to this Agreement.

Section 6. Role of the GWMA.

(a) The GWMA shall invoice and collect funds from the Permittee to cover the Monitoring Costs.

(b) The GWMA shall administer the consultants' contracts for the Monitoring Costs. Provided the Permittee has paid all outstanding invoices to the GWMA to cover the Monitoring Costs and administrative costs, the GWMA will provide the Permittee with the monitoring data collected from the Monitoring Stations and any associated reports.

(c) The GWMA is authorized and may negotiate, enter into agreements with, and collect funds from general and individual NPDES permit holders, that are not MS4 Permittees, for cost-sharing the Monitoring Costs in order to reduce the total costs incurred by the MS4 Permittees.

Section 7. Financial Terms.

(a) **Annual Payment Amount.** The Permittee shall pay no more than the following amounts for each of the three fiscal years (June 30-July 1) listed below (“Annual Payment Amount”):

Fiscal Year 2023-2024:

Nine Hundred Seventeen Dollars and Fifty Nine Cents (\$917.59)

Fiscal Year 2024-2025:

Nine Hundred Twenty One Dollars and Fifty Six Cents (\$921.56)

Fiscal Year 2025-2026:

Nine Hundred Forty Three Dollars and Nineteen Cents (\$943.19)

Each Annual Payment Amount includes the Permittee’s Cost Share Amount identified in Exhibit “A”, attached hereto and incorporated herein.

(b) **Administrative Costs.** In addition to the Annual Payment Amount, the Permittee shall also pay its proportional share of the GWMA’s staff time for hiring the consultants, managing the consultants’ contracts, and invoicing the Permittee and legal fees incurred by the GWMA in the performance of its duties under this Agreement (“Direct Costs”), and audit expenses and other overhead costs (“Indirect Costs”), referred to collectively herein as the “Administrative Costs Payment Amount”. The Administrative Costs Payment Amount will be added to the Permittee’s annual invoice to cover the Permittee’s share of the administrative costs.

i. **GWMA Members.** If the Permittee is a GWMA Member, then the Administrative Costs Payment Amount does not include the GWMA’s Indirect Costs, which GWMA Members absorb as part of their annual membership dues. The rate charged to GWMA Members in order to recover the Direct Costs portion of the Administrative Costs Payment Amount will range between zero percent (0%) and five percent (5%) of the of the Permittee’s Cost Share Amount identified in Exhibit “A.” On an annual basis the GWMA will evaluate the percentage rate charged to GWMA Members to ensure it adequately recovers the GWMA’s cost of performing its duties under this Agreement. Based on this review, the GWMA Board will establish the rate charged to recover its Direct Costs for the next fiscal year. The GWMA will provide the Permittee, through the respective Chairs of the Lower San Gabriel River and Lower Los Angeles River Watershed Management Groups, fifteen (15) days’ written notice prior to July 1st of the fiscal year in which a new rate will take effect.

ii. **Non-GWMA Members.** If the Permittee is not a GWMA Member, then the Administrative Costs Payment Amount will include the GWMA’s Indirect Costs. The rate charged to Non-GWMA Members in order to recover Direct Costs will range between five percent (5%) and ten percent (10%) of the Permittee’s Cost Share Amount identified in Exhibit “A.” The rate charged to Non-GWMA Members in order to

recover Indirect Costs will range between two percent (2%) and five percent (5%) of the Permittee's Cost Share Amount identified in Exhibit "A." On an annual basis the GWMA will evaluate the percentage rates for both Direct and Indirect Costs charged to Non-GWMA Members to ensure they adequately recover the GWMA's cost of performing its duties under this MOU. Based on this review, the GWMA Board may increase or decrease the rates charged to recover its Direct and Indirect Costs for the next fiscal year. The GWMA will provide the Permittee, through the respective Chairs of the Lower San Gabriel River and Lower Los Angeles River Watershed Management Groups, fifteen (15) days' written notice prior to July 1st of the fiscal year in which a new rate will take effect.

(c) **Adjustment of Cost Share Based on Number of Participants.** The Annual Payment Amount and the Administrative Costs Payment Amount identified in this Section 7 ("Financial Terms") represent the maximum dollar amounts that the Permittee is required to submit to the GWMA, but may be reduced based on the final number of MS4 Permittees that participate in the cost sharing for the Monitoring Costs.

(d) **Reserve Credits.** If the actual cost share amount plus administrative costs collected by GWMA from all participating permittees in the Harbor Toxic Pollutants TMDL program are less than the Annual Payment Amount, plus the Administrative Costs Payment Amount, paid by all permittees in a particular year, then the GWMA will notify the Chairs of the Lower San Gabriel River and Lower Los Angeles River Watershed Management Groups. The Chairs will direct GWMA on how to apply the excess balance, which may include carrying the balance over to cover permittee costs in one or more subsequent years. , GWMA reserves the right to transfer funds from the excess balance to maintain a minimum balance of \$10,000 in its account dedicated to the Harbor Toxic Pollutants TMDL program at all times, per GWMA's Administrative Budget Policy. Notwithstanding the forgoing, the Administrative Costs Payment Amount charged to non-GWMA Members for Indirect Costs will be retained by GWMA and is not subject to a credit.

(e) **Funds remaining in the possession of the GWMA at the expiration or earlier termination of this MOU shall be promptly returned to the Permittee in proportion to the Cost Share Amount identified in Exhibit "A" or rolled over into the subsequent MOU for the Harbor Toxic Pollutants TMDL if requested by the Permittee.**

(f) **The Permittee's Annual Payment Amount and Administrative Costs Payment Amount for the 2023-2024 fiscal year are due upon execution of this Agreement, but in no event later than September 30, 2023. For each subsequent fiscal year, commencing with the 2024-2025 fiscal year, the GWMA shall submit annual invoices to the Permittee for the Annual Payment Amount and Administrative Costs Payment Amount. Upon receiving an invoice from GWMA, each Permittee shall pay the Annual Payment Amount and Administrative Costs Payment Amount set forth in the invoice to the GWMA within forty-five (45) days of receipt.**

(g) **The Permittee shall be delinquent if its invoiced payment is not received by the GWMA within forty-five (45) days after the invoice's date. If the Permittee**

is delinquent, the GWMA will: 1) verbally contact the representative of the Permittee; and 2) submit a formal letter from the GWMA Executive Officer to the Permittee at the address listed in Section 11 of this Agreement. If payment is not received within sixty (60) days of the original invoice date, the GWMA may terminate this Agreement. However, no such termination may be ordered unless the GWMA first provides the Permittee with thirty (30) days written notice of its intent to terminate the Agreement. The terminated Permittee shall remain obligated to GWMA for its delinquent payments and any other obligations incurred prior to the date of termination. If the GWMA terminates this Agreement because the Permittee is delinquent in its payment, the Permittee shall no longer be entitled to the monitoring data collected from the Monitoring Stations.

(h) Any delinquent payments by the Permittee shall accrue compound interest at the average rate of interest paid by the Local Agency Investment Fund during the time that the payment is delinquent.

Section 8. Independent Contractor.

(a) The GWMA is, and shall at all times remain, a wholly independent contractor for performance of the obligations described in this Agreement. The GWMA's officers, officials, employees and agents shall at all times during the term of this Agreement be under the exclusive control of the GWMA. The Permittee cannot control the conduct of the GWMA or any of its officers, officials, employees or agents. The GWMA and its officers, officials, employees, and agents shall not be deemed to be employees of the Permittee.

(b) The GWMA is solely responsible for the payment of salaries, wages, other compensation, employment taxes, workers' compensation, or similar taxes for its employees and consultants performing services hereunder.

Section 9. Indemnification and Warranty.

(a) The Permittee shall defend, indemnify and hold harmless the GWMA and its officers, employees, and other representatives and agents from and against any and all liabilities, actions, suits proceedings, claims, demands, losses, costs, and expenses, including legal costs and attorney's fees, for injury to or death of person(s), for damage to property (including property owned by the GWMA) for negligent or intentional acts, errors and omissions committed by the Permittee or its officers, employees, and agents, arising out of or related to that Permittee's performance under this Agreement, except for such loss as may be caused by GWMA's negligence or that of its officers, employees, or other representatives and agents, excluding the consultant.

(b) GWMA makes no guarantee or warranty that any monitoring data prepared by the consultants shall be approved by the relevant governmental authorities. GWMA shall have no liability to the Permittee for the negligent or intentional acts or omissions of GWMA's consultants.

Section 10. Termination.

(a) The Permittee may terminate this Agreement for any reason, or no reason, by giving the GWMA prior written notice thereof, but the Permittee shall remain responsible for its entire Annual Payment Amount through the end of the current fiscal year during which Permittee terminates the Agreement and shall not be entitled any refund of any portion of said Annual Payment Amount. Moreover, unless the Permittee provides written notice of termination to the GWMA by February 15th immediately prior to a new fiscal year, the Permittee shall also be responsible for its Annual Payment Amount through the end of such new fiscal year (e.g., If the Permittee terminates on March 1st, 2024, the Permittee is responsible for the Annual Payment Amounts for both fiscal years 2023-2024 and 2024-2025. If the Permittee terminates on February 10, 2024, the Permittee is responsible for its Annual Payment Amount only for Fiscal year 2023-2024, not for fiscal year 2024-2025). If the Permittee terminates the Agreement, the Permittee shall remain liable for any loss, debt, or liability otherwise incurred through the end of the new fiscal year.

(b) The GWMA may, with a vote of the GWMA Board, terminate this Agreement upon not less than thirty (30) days written notice to the Permittee. Any remaining funds not due and payable or otherwise legally committed to Consultant shall be returned to the Permittee.

Section 11. Miscellaneous.

(a) Other NPDES Permit Holders. Individual or general NPDES permit holders who are not MS4 Permittees that receive Harbor Toxic Pollutants TMDL monitoring requirements in their NPDES permits may wish to participate in this cost share for the Monitoring Costs in order to receive the monitoring data collected from the Monitoring Stations. Upon receipt of a written request from an NPDES permit holder to participate in this cost share, the GWMA will either reject or accept the NPDES permit holder's participation in the cost share arrangement. If accepted, the NPDES permit holder will enter into a separate cost share agreement with the GWMA that will require the NPDES permit holder to pay annually at least twelve thousand three hundred dollars (\$12,300) ("Private Monitoring Fee") for the Monitoring Costs. Failure to pay the Private Monitoring Fee by the date set forth in the cost share agreement will result in termination of the NPDES permit holder's participant status. An NPDES permit holder accepted as a participant will only be entitled to receive the monitoring data collected from the Monitoring Stations for any fiscal year in which the participant has paid its Private Monitoring Fee. The Private Monitoring Fee will be applied as a credit toward the Permittee's Annual Payment Amount in proportion to the Permittee's Cost Share Amount identified in Exhibit "A."

(b) Notices. All Notices which the Parties require or desire to give hereunder shall be in writing and shall be deemed given when delivered personally or three (3) days after mailing by registered or certified mail (return receipt requested) to the following address or as such other addresses as the Parties may from time to time designate by written notice in the aforesaid manner:

To GWMA:

Ms. Grace Kast
Executive Officer
16401 Paramount Boulevard
Paramount, CA 90723

To the Permittee:

City of La Puente
15900 E. Main Street
La Puente, CA 91744
Attn: John Di Mario

(c) Amendment. The terms and provisions of this Agreement may not be amended, modified or waived, except by a written instrument signed by all Parties.

(d) Waiver. Waiver by either the GWMA or the Permittee of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver, by the GWMA or the Permittee, to any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach of any provision of this Agreement.

(e) Law to Govern: Venue. This Agreement shall be interpreted, construed, and governed according to the laws of the State of California. In the event of litigation between the Parties, venue shall lie exclusively in the County of Los Angeles.

(f) No Presumption in Drafting. The Parties to this Agreement agree that the general rule that an agreement is to be interpreted against the Party drafting it, or causing it to be prepared, shall not apply.

(g) Severability. If any term, provision, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and this Agreement shall be read and construed without the invalid, void, or unenforceable provisions(s).

(h) Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, whether written or oral, with respect thereto.

(i) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute but one and the same instrument, provided, however, that such counterparts shall have been delivered to all Parties to this Agreement.

(j) Legal Representation. All Parties have been represented by counsel in the preparation and negotiation of this Agreement. Accordingly, this Agreement shall be construed according to its fair language.

(k) Authority to Execute this Agreement. The person or persons executing this Agreement on behalf of Permittee warrants and represents that he or she has the authority to execute this Agreement on behalf of the Permittee and has the authority to bind Permittee.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on their behalf, respectively, as follows:

DATE: _____

LOS ANGELES GATEWAY REGION
INTEGRATED REGIONAL WATER
MANAGEMENT JOINT POWERS
AUTHORITY

Adriana Figueroa
GWMA Chair

DATE: _____

PERMITTEE
City of La Puente

Signature

Print Name

Print Title

EXHIBIT “A”

**COST SHARE MATRIX
ATTACHED**

Harbor Toxic Upstream
FY 2023-2024 Cost Share

Agency	GWMA Member?	LAR \$10	SGR GR1	SGR-CC \$13	Subtotal	Direct Admin Fee %	GWMA Direct Admin Fee	Indirect Admin Fee %	GWMA Indirect Admin Fee	Total Fee
City of Alhambra	no	\$ 769.90			\$ 769.90	10%	\$ 76.99	5.00%	\$ 38.51	\$ 885.39
City of Arcadia	no	\$ 883.29	\$ 647.82		\$ 1,531.11	10%	\$ 153.11	5.00%	\$ 76.56	\$ 1,760.77
City of Artesia	yes		\$ 670.42	\$ 1,999.78	\$ 2,670.20	5%	\$ 133.51	0.00%	\$ -	\$ 2,803.71
City of Azusa	no		\$ 1,406.84		\$ 1,406.84	10%	\$ 140.68	5.00%	\$ 70.33	\$ 1,617.87
City of Baldwin Park	no		\$ 1,195.60		\$ 1,195.60	10%	\$ 119.56	5.00%	\$ 59.78	\$ 1,374.93
City of Bell	yes	\$ 594.86			\$ 594.86	5%	\$ 29.74	0.00%	\$ -	\$ 624.61
City of Bell Gardens	yes	\$ 589.46			\$ 589.46	5%	\$ 29.46	0.00%	\$ -	\$ 618.93
City of Bellflower	yes		\$ 788.13		\$ 788.13	5%	\$ 39.41	0.00%	\$ -	\$ 827.53
City of Bradbury	no	\$ 530.64	\$ 722.94		\$ 1,253.58	10%	\$ 125.36	5.00%	\$ 62.68	\$ 1,441.62
City of Burbank	no	\$ 1,108.80			\$ 1,108.80	10%	\$ 110.88	5.00%	\$ 55.44	\$ 1,275.12
City of Calabasas	no	\$ 722.00			\$ 722.00	10%	\$ 72.20	5.00%	\$ 36.10	\$ 830.30
City of Cerritos	yes		\$ 874.61	\$ 3,356.65	\$ 4,231.26	5%	\$ 211.56	0.00%	\$ -	\$ 4,442.83
City of Claremont	no		\$ 1,755.26		\$ 1,755.26	10%	\$ 175.53	5.00%	\$ 87.76	\$ 2,018.55
City of Commerce	yes	\$ 732.31			\$ 732.31	5%	\$ 36.63	0.00%	\$ -	\$ 768.93
City of Compton	yes	\$ 857.25			\$ 857.25	5%	\$ 42.86	0.00%	\$ -	\$ 900.11
City of Covina	no		\$ 1,214.67		\$ 1,214.67	10%	\$ 121.47	5.00%	\$ 60.74	\$ 1,396.87
City of Cudahy	yes	\$ 546.30			\$ 546.30	5%	\$ 27.33	0.00%	\$ -	\$ 573.62
City of Diamond Bar	no		\$ 1,225.38	\$ 3,704.23	\$ 4,929.61	10%	\$ 492.96	5.00%	\$ 246.48	\$ 5,669.05
City of Downey	yes	\$ 696.90	\$ 1,182.79		\$ 1,879.69	5%	\$ 93.98	0.00%	\$ -	\$ 1,973.68
City of Duarte	no	\$ 549.90	\$ 818.96		\$ 1,368.86	10%	\$ 136.89	5.00%	\$ 68.44	\$ 1,574.19
City of El Monte	no	\$ 747.97	\$ 835.94		\$ 1,583.91	10%	\$ 158.39	5.00%	\$ 79.20	\$ 1,821.50
City of Glendale	no	\$ 1,572.21			\$ 1,572.21	10%	\$ 157.22	5.00%	\$ 78.62	\$ 1,808.05
City of Glendora	no		\$ 1,845.14		\$ 1,845.14	10%	\$ 184.51	5.00%	\$ 92.26	\$ 2,121.91
City of Hawaiian Gardens	yes			\$ 1,951.65	\$ 1,951.65	5%	\$ 97.58	0.00%	\$ -	\$ 2,049.23
City of Hidden Hills	no	\$ 555.85			\$ 555.85	10%	\$ 55.59	5.00%	\$ 27.79	\$ 639.23
City of Huntington Park	yes	\$ 608.72			\$ 608.72	5%	\$ 30.44	0.00%	\$ -	\$ 639.16
City of Industry	no		\$ 1,628.28		\$ 1,628.28	10%	\$ 162.83	5.00%	\$ 81.42	\$ 1,872.52
City of Irwindale	no	\$ 559.29	\$ 1,299.19		\$ 1,858.48	10%	\$ 185.85	5.00%	\$ 92.93	\$ 2,137.25
City of La Canada Flintridge	no	\$ 805.37			\$ 805.37	10%	\$ 80.54	5.00%	\$ 40.27	\$ 926.18
City of La Habra Heights	no		\$ 719.54	\$ 2,995.71	\$ 3,715.25	10%	\$ 371.52	5.00%	\$ 185.77	\$ 4,272.54
City of La Mirada	yes			\$ 3,914.11	\$ 3,914.11	5%	\$ 195.71	0.00%	\$ -	\$ 4,109.81
City of La Puente	no		\$ 917.59		\$ 917.59	10%	\$ 91.76	5.00%	\$ 45.87	\$ 1,055.23
City of La Verne	no		\$ 1,341.78		\$ 1,341.78	10%	\$ 134.18	5.00%	\$ 67.09	\$ 1,543.05
City of Lakewood	yes	\$ 506.20	\$ 716.67	\$ 1,956.11	\$ 3,178.97	5%	\$ 158.95	0.00%	\$ -	\$ 3,337.92
City of Long Beach	yes	\$ 933.38	\$ 710.26	\$ 2,354.48	\$ 3,998.12	5%	\$ 199.91	0.00%	\$ -	\$ 4,198.03
City of Los Angeles	no	\$ 10,395.22			\$ 10,395.22	10%	\$ 1,039.52	5.00%	\$ 519.76	\$ 11,954.50
City of Lynwood	yes	\$ 672.45			\$ 672.45	5%	\$ 33.62	0.00%	\$ -	\$ 706.08
City of Maywood	yes	\$ 544.56			\$ 544.56	5%	\$ 27.22	0.00%	\$ -	\$ 571.78
City of Monrovia	no	\$ 776.51	\$ 635.93		\$ 1,412.44	10%	\$ 141.24	5.00%	\$ 70.62	\$ 1,624.30
City of Montebello	yes	\$ 795.66			\$ 795.66	5%	\$ 39.77	0.00%	\$ -	\$ 835.44
City of Monterey Park	no	\$ 773.62			\$ 773.62	10%	\$ 77.36	5.00%	\$ 38.68	\$ 889.66
City of Norwalk	yes		\$ 993.49	\$ 3,218.96	\$ 4,212.45	5%	\$ 210.62	0.00%	\$ -	\$ 4,423.08

**Harbor Toxic Upstream
FY 2023-2024 Cost Share**

Agency	GWMA Member?	LAR \$10	SGR GR1	SGR-CC \$13	Subtotal	Direct Admin Fee %	GWMA Direct Admin Fee	Indirect Admin Fee %	GWMA Indirect Admin Fee	Total Fee
City of Paramount	yes	\$ 612.38			\$ 612.38	5%	\$ 30.62	0.00%	\$ -	\$ 643.00
City of Pasadena	no	\$ 1,311.23			\$ 1,311.23	10%	\$ 131.12	5.00%	\$ 65.57	\$ 1,507.92
City of Pico Rivera	yes	\$ 585.81	\$ 1,142.56		\$ 1,728.36	5%	\$ 86.42	0.00%	\$ -	\$ 1,814.78
City of Pomona	no		\$ 2,549.82		\$ 2,549.82	10%	\$ 254.98	5.00%	\$ 127.49	\$ 2,932.29
City of Rosemead	no	\$ 684.08			\$ 684.08	10%	\$ 68.41	5.00%	\$ 34.20	\$ 786.69
City of San Dimas	no		\$ 1,918.04		\$ 1,918.04	10%	\$ 191.80	5.00%	\$ 95.90	\$ 2,205.74
City of San Fernando	no	\$ 586.24			\$ 586.24	10%	\$ 58.62	5.00%	\$ 29.30	\$ 674.18
City of San Gabriel	no	\$ 647.74			\$ 647.74	10%	\$ 64.77	5.00%	\$ 32.39	\$ 744.90
City of San Marino	no	\$ 634.91			\$ 634.91	10%	\$ 63.49	5.00%	\$ 31.75	\$ 730.15
City of Santa Fe Springs	yes		\$ 878.14	\$ 3,361.55	\$ 4,239.69	5%	\$ 211.98	0.00%	\$ -	\$ 4,451.68
City of Sierra Madre	no	\$ 601.19			\$ 601.19	10%	\$ 60.12	5.00%	\$ 30.05	\$ 691.37
City of Signal Hill	yes	\$ 509.09			\$ 509.09	5%	\$ 25.45	0.00%	\$ -	\$ 534.54
City of South El Monte	no	\$ 589.00	\$ 659.45		\$ 1,248.45	10%	\$ 124.84	5.00%	\$ 62.42	\$ 1,435.72
City of South Gate	yes	\$ 760.08			\$ 760.08	5%	\$ 38.00	0.00%	\$ -	\$ 798.09
City of South Pasadena	no	\$ 622.69			\$ 622.69	10%	\$ 62.27	5.00%	\$ 31.13	\$ 716.09
City of Temple City	no	\$ 644.03			\$ 644.03	10%	\$ 64.40	5.00%	\$ 32.20	\$ 740.63
LA County Unincorporated	no	\$ 2,829.92	\$ 4,772.41	\$ 6,335.54	\$ 13,937.86	10%	\$ 1,393.79	5.00%	\$ 696.89	\$ 16,028.54
City of Vernon	yes	\$ 683.37			\$ 683.37	5%	\$ 34.17	0.00%	\$ -	\$ 717.53
City of Walnut	no		\$ 1,381.37		\$ 1,381.37	10%	\$ 138.14	5.00%	\$ 69.07	\$ 1,588.57
City of West Covina	no		\$ 1,979.57		\$ 1,979.57	10%	\$ 197.96	5.00%	\$ 98.98	\$ 2,276.51
City of Whittier	yes		\$ 844.56	\$ 5,124.38	\$ 5,968.94	5%	\$ 298.45	0.00%	\$ -	\$ 6,267.39
LACFCD	no	\$ 2,119.64	\$ 2,119.64	\$ 2,119.64	\$ 6,358.92	10%	\$ 635.89	5.00%	\$ 317.96	\$ 7,312.75
Total		\$43,250.02	\$ 42,392.78	\$ 42,392.78	\$ 128,035.57		\$ 10,440.14		\$ 4,038.39	\$ 142,514.10

NOTES:

The GWMA administration cost is as follows:

Direct admin fee is 0-5% for GWMA members and 5-10% for non-members.

Indirect admin fee is 2-5% for non-members.

The rates applied above assume the following :

GWMA Members Admin Fee = 5%

GWMA Non-Members Admin Fee = 10%

GWMA Indirect Fee = 5%

**Harbor Toxic Upstream
FY 2024-2025 Cost Share**

Agency	GWMA Member?	LAR \$10	SGR GR1	SGR-CC \$13	Subtotal	Direct Admin Fee %	GWMA Direct Admin Fee	Indirect Admin Fee %	GWMA Indirect Admin Fee	Total Fee
City of Alhambra	no	\$ 773.24			\$ 773.24	10%	\$ 77.32	5.00%	\$ 38.67	\$ 889.22
City of Arcadia	no	\$ 887.11	\$ 650.62		\$ 1,537.73	10%	\$ 153.77	5.00%	\$ 76.89	\$ 1,768.39
City of Artesia	yes		\$ 673.32	\$ 2,008.43	\$ 2,681.75	5%	\$ 134.09	0.00%	\$ -	\$ 2,815.83
City of Azusa	no		\$ 1,412.93		\$ 1,412.93	10%	\$ 141.29	5.00%	\$ 70.64	\$ 1,624.87
City of Baldwin Park	no		\$ 1,200.77		\$ 1,200.77	10%	\$ 120.08	5.00%	\$ 60.04	\$ 1,380.88
City of Bell	yes	\$ 597.44			\$ 597.44	5%	\$ 29.87	0.00%	\$ -	\$ 627.31
City of Bell Gardens	yes	\$ 592.01			\$ 592.01	5%	\$ 29.59	0.00%	\$ -	\$ 621.61
City of Bellflower	yes		\$ 791.54		\$ 791.54	5%	\$ 39.58	0.00%	\$ -	\$ 831.11
City of Bradbury	no	\$ 532.94	\$ 726.06		\$ 1,259.00	10%	\$ 125.90	5.00%	\$ 62.95	\$ 1,447.85
City of Burbank	no	\$ 1,113.60			\$ 1,113.60	10%	\$ 111.36	5.00%	\$ 55.68	\$ 1,280.64
City of Calabasas	no	\$ 725.12			\$ 725.12	10%	\$ 72.51	5.00%	\$ 36.26	\$ 833.89
City of Cerritos	yes		\$ 878.39	\$ 3,371.17	\$ 4,249.57	5%	\$ 212.48	0.00%	\$ -	\$ 4,462.05
City of Claremont	no		\$ 1,762.85		\$ 1,762.85	10%	\$ 176.29	5.00%	\$ 88.14	\$ 2,027.28
City of Commerce	yes	\$ 735.48			\$ 735.48	5%	\$ 36.78	0.00%	\$ -	\$ 772.25
City of Compton	yes	\$ 860.96			\$ 860.96	5%	\$ 43.05	0.00%	\$ -	\$ 904.01
City of Covina	no		\$ 1,219.92		\$ 1,219.92	10%	\$ 121.99	5.00%	\$ 61.01	\$ 1,402.91
City of Cudahy	yes	\$ 548.66			\$ 548.66	5%	\$ 27.44	0.00%	\$ -	\$ 576.10
City of Diamond Bar	no		\$ 1,230.68	\$ 3,720.25	\$ 4,950.93	10%	\$ 495.09	5.00%	\$ 247.55	\$ 5,693.57
City of Downey	yes	\$ 699.91	\$ 1,187.91		\$ 1,887.82	5%	\$ 94.39	0.00%	\$ -	\$ 1,982.21
City of Duarte	no	\$ 552.28	\$ 822.50		\$ 1,374.78	10%	\$ 137.48	5.00%	\$ 68.74	\$ 1,581.00
City of El Monte	no	\$ 751.21	\$ 839.56		\$ 1,590.76	10%	\$ 159.08	5.00%	\$ 79.54	\$ 1,829.38
City of Glendale	no	\$ 1,579.02			\$ 1,579.02	10%	\$ 157.90	5.00%	\$ 78.96	\$ 1,815.87
City of Glendora	no		\$ 1,853.12		\$ 1,853.12	10%	\$ 185.31	5.00%	\$ 92.66	\$ 2,131.09
City of Hawaiian Gardens	yes			\$ 1,960.09	\$ 1,960.09	5%	\$ 98.00	0.00%	\$ -	\$ 2,058.10
City of Hidden Hills	no	\$ 558.25			\$ 558.25	10%	\$ 55.83	5.00%	\$ 27.91	\$ 641.99
City of Huntington Park	yes	\$ 611.36			\$ 611.36	5%	\$ 30.57	0.00%	\$ -	\$ 641.92
City of Industry	no		\$ 1,635.32		\$ 1,635.32	10%	\$ 163.53	5.00%	\$ 81.78	\$ 1,880.62
City of Irwindale	no	\$ 561.71	\$ 1,304.81		\$ 1,866.52	10%	\$ 186.65	5.00%	\$ 93.34	\$ 2,146.50
City of La Canada Flintridge	no	\$ 808.86			\$ 808.86	10%	\$ 80.89	5.00%	\$ 40.44	\$ 930.18
City of La Habra Heights	no		\$ 722.65	\$ 3,008.67	\$ 3,731.32	10%	\$ 373.13	5.00%	\$ 186.58	\$ 4,291.02
City of La Mirada	yes			\$ 3,931.04	\$ 3,931.04	5%	\$ 196.55	0.00%	\$ -	\$ 4,127.59
City of La Puente	no		\$ 921.56		\$ 921.56	10%	\$ 92.16	5.00%	\$ 46.07	\$ 1,059.80
City of La Verne	no		\$ 1,347.59		\$ 1,347.59	10%	\$ 134.76	5.00%	\$ 67.38	\$ 1,549.73
City of Lakewood	yes	\$ 508.39	\$ 719.77	\$ 1,964.57	\$ 3,192.72	5%	\$ 159.64	0.00%	\$ -	\$ 3,352.36
City of Long Beach	yes	\$ 937.42	\$ 713.34	\$ 2,364.67	\$ 4,015.42	5%	\$ 200.77	0.00%	\$ -	\$ 4,216.19
City of Los Angeles	no	\$ 10,440.19			\$ 10,440.19	10%	\$ 1,044.02	5.00%	\$ 522.01	\$ 12,006.22
City of Lynwood	yes	\$ 675.36			\$ 675.36	5%	\$ 33.77	0.00%	\$ -	\$ 709.13
City of Maywood	yes	\$ 546.91			\$ 546.91	5%	\$ 27.34	0.00%	\$ -	\$ 574.26
City of Monrovia	no	\$ 779.87	\$ 638.68		\$ 1,418.55	10%	\$ 141.85	5.00%	\$ 70.93	\$ 1,631.33
City of Montebello	yes	\$ 799.10			\$ 799.10	5%	\$ 39.95	0.00%	\$ -	\$ 839.06
City of Monterey Park	no	\$ 776.96			\$ 776.96	10%	\$ 77.70	5.00%	\$ 38.85	\$ 893.51
City of Norwalk	yes		\$ 997.79	\$ 3,232.88	\$ 4,230.68	5%	\$ 211.53	0.00%	\$ -	\$ 4,442.21

**Harbor Toxic Upstream
FY 2024-2025 Cost Share**

Agency	GWMA Member?	LAR \$10	SGR GR1	SGR-CC \$13	Subtotal	Direct Admin Fee %	GWMA Direct Admin Fee	Indirect Admin Fee %	GWMA Indirect Admin Fee	Total Fee
City of Paramount	yes	\$ 615.03			\$ 615.03	5%	\$ 30.75	0.00%	\$ -	\$ 645.78
City of Pasadena	no	\$ 1,316.91			\$ 1,316.91	10%	\$ 131.69	5.00%	\$ 65.86	\$ 1,514.44
City of Pico Rivera	yes	\$ 588.34	\$ 1,147.50		\$ 1,735.84	5%	\$ 86.79	0.00%	\$ -	\$ 1,822.63
City of Pomona	no		\$ 2,560.85		\$ 2,560.85	10%	\$ 256.08	5.00%	\$ 128.04	\$ 2,944.98
City of Rosemead	no	\$ 687.04			\$ 687.04	10%	\$ 68.70	5.00%	\$ 34.35	\$ 790.09
City of San Dimas	no		\$ 1,926.34		\$ 1,926.34	10%	\$ 192.63	5.00%	\$ 96.32	\$ 2,215.29
City of San Fernando	no	\$ 588.78			\$ 588.78	10%	\$ 58.88	5.00%	\$ 29.43	\$ 677.10
City of San Gabriel	no	\$ 650.54			\$ 650.54	10%	\$ 65.05	5.00%	\$ 32.53	\$ 748.12
City of San Marino	no	\$ 637.66			\$ 637.66	10%	\$ 63.77	5.00%	\$ 31.88	\$ 733.31
City of Santa Fe Springs	yes		\$ 881.94	\$ 3,376.10	\$ 4,258.03	5%	\$ 212.90	0.00%	\$ -	\$ 4,470.94
City of Sierra Madre	no	\$ 603.79			\$ 603.79	10%	\$ 60.38	5.00%	\$ 30.18	\$ 694.36
City of Signal Hill	yes	\$ 511.29			\$ 511.29	5%	\$ 25.56	0.00%	\$ -	\$ 536.86
City of South El Monte	no	\$ 591.55	\$ 662.30		\$ 1,253.85	10%	\$ 125.38	5.00%	\$ 62.69	\$ 1,441.93
City of South Gate	yes	\$ 763.37			\$ 763.37	5%	\$ 38.17	0.00%	\$ -	\$ 801.54
City of South Pasadena	no	\$ 625.39			\$ 625.39	10%	\$ 62.54	5.00%	\$ 31.27	\$ 719.19
City of Temple City	no	\$ 646.81			\$ 646.81	10%	\$ 64.68	5.00%	\$ 32.34	\$ 743.83
LA County Unincorporated	no	\$ 2,842.16	\$ 4,793.05	\$ 6,362.95	\$ 13,998.16	10%	\$ 1,399.82	5.00%	\$ 699.91	\$ 16,097.89
City of Vernon	yes	\$ 686.32			\$ 686.32	5%	\$ 34.32	0.00%	\$ -	\$ 720.64
City of Walnut	no		\$ 1,387.34		\$ 1,387.34	10%	\$ 138.73	5.00%	\$ 69.37	\$ 1,595.44
City of West Covina	no		\$ 1,988.13		\$ 1,988.13	10%	\$ 198.81	5.00%	\$ 99.41	\$ 2,286.35
City of Whittier	yes		\$ 848.22	\$ 5,146.55	\$ 5,994.76	5%	\$ 299.74	0.00%	\$ -	\$ 6,294.50
LACFCD	no	\$ 2,128.81	\$ 2,128.81	\$ 2,128.81	\$ 6,386.43	10%	\$ 638.64	5.00%	\$ 319.33	\$ 7,344.39
Total		\$43,437.13	\$ 42,576.18	\$ 42,576.18	\$ 128,589.48		\$ 10,485.31		\$ 4,055.86	\$ 143,130.64

NOTES:

The GWMA administration cost is as follows:

Direct admin fee is 0-5% for GWMA members and 5-10% for non-members.

Indirect admin fee is 2-5% for non-members.

The rates applied above assume the following :

GWMA Members Admin Fee = 5%

GWMA Non-Members Admin Fee = 10%

GWMA Indirect Fee = 5%

**Harbor Toxic Upstream
FY 2025-2026 Cost Share**

Agency	GWMA Member?	LAR \$10	SGR GR1	SGR-CC \$13	Subtotal	Direct Admin Fee %	GWMA Direct Admin Fee	Indirect Admin Fee %	GWMA Indirect Admin Fee	Total Fee
City of Alhambra	no	\$ 791.39			\$ 791.39	10%	\$ 79.14	5.00%	\$ 39.58	\$ 910.09
City of Arcadia	no	\$ 907.93	\$ 665.89		\$ 1,573.83	10%	\$ 157.38	5.00%	\$ 78.69	\$ 1,809.90
City of Artesia	yes		\$ 689.12	\$ 2,055.57	\$ 2,744.70	5%	\$ 137.23	0.00%	\$ -	\$ 2,881.93
City of Azusa	no		\$ 1,446.09		\$ 1,446.09	10%	\$ 144.61	5.00%	\$ 72.29	\$ 1,663.01
City of Baldwin Park	no		\$ 1,228.95		\$ 1,228.95	10%	\$ 122.90	5.00%	\$ 61.45	\$ 1,413.30
City of Bell	yes	\$ 611.46			\$ 611.46	5%	\$ 30.57	0.00%	\$ -	\$ 642.03
City of Bell Gardens	yes	\$ 605.91			\$ 605.91	5%	\$ 30.29	0.00%	\$ -	\$ 636.20
City of Bellflower	yes		\$ 810.12		\$ 810.12	5%	\$ 40.51	0.00%	\$ -	\$ 850.62
City of Bradbury	no	\$ 545.45	\$ 743.11		\$ 1,288.55	10%	\$ 128.86	5.00%	\$ 64.43	\$ 1,481.84
City of Burbank	no	\$ 1,139.74			\$ 1,139.74	10%	\$ 113.97	5.00%	\$ 56.99	\$ 1,310.70
City of Calabasas	no	\$ 742.14			\$ 742.14	10%	\$ 74.21	5.00%	\$ 37.11	\$ 853.46
City of Cerritos	yes		\$ 899.01	\$ 3,450.31	\$ 4,349.32	5%	\$ 217.47	0.00%	\$ -	\$ 4,566.78
City of Claremont	no		\$ 1,804.23		\$ 1,804.23	10%	\$ 180.42	5.00%	\$ 90.21	\$ 2,074.87
City of Commerce	yes	\$ 752.74			\$ 752.74	5%	\$ 37.65	0.00%	\$ -	\$ 790.38
City of Compton	yes	\$ 881.17			\$ 881.17	5%	\$ 44.06	0.00%	\$ -	\$ 925.23
City of Covina	no		\$ 1,248.56		\$ 1,248.56	10%	\$ 124.86	5.00%	\$ 62.44	\$ 1,435.84
City of Cudahy	yes	\$ 561.54			\$ 561.54	5%	\$ 28.09	0.00%	\$ -	\$ 589.62
City of Diamond Bar	no		\$ 1,259.57	\$ 3,807.58	\$ 5,067.15	10%	\$ 506.71	5.00%	\$ 253.36	\$ 5,827.22
City of Downey	yes	\$ 716.34	\$ 1,215.79		\$ 1,932.14	5%	\$ 96.61	0.00%	\$ -	\$ 2,028.74
City of Duarte	no	\$ 565.25	\$ 841.81		\$ 1,407.05	10%	\$ 140.71	5.00%	\$ 70.35	\$ 1,618.11
City of El Monte	no	\$ 768.84	\$ 859.26		\$ 1,628.10	10%	\$ 162.81	5.00%	\$ 81.41	\$ 1,872.32
City of Glendale	no	\$ 1,616.08			\$ 1,616.08	10%	\$ 161.61	5.00%	\$ 80.81	\$ 1,858.49
City of Glendora	no		\$ 1,896.62		\$ 1,896.62	10%	\$ 189.66	5.00%	\$ 94.83	\$ 2,181.12
City of Hawaiian Gardens	yes			\$ 2,006.10	\$ 2,006.10	5%	\$ 100.31	0.00%	\$ -	\$ 2,106.41
City of Hidden Hills	no	\$ 571.36			\$ 571.36	10%	\$ 57.14	5.00%	\$ 28.57	\$ 657.06
City of Huntington Park	yes	\$ 625.71			\$ 625.71	5%	\$ 31.29	0.00%	\$ -	\$ 656.99
City of Industry	no		\$ 1,673.71		\$ 1,673.71	10%	\$ 167.37	5.00%	\$ 83.70	\$ 1,924.76
City of Irwindale	no	\$ 574.89	\$ 1,335.44		\$ 1,910.33	10%	\$ 191.03	5.00%	\$ 95.53	\$ 2,196.88
City of La Canada Flintridge	no	\$ 827.84			\$ 827.84	10%	\$ 82.78	5.00%	\$ 41.39	\$ 952.02
City of La Habra Heights	no		\$ 739.62	\$ 3,079.29	\$ 3,818.91	10%	\$ 381.89	5.00%	\$ 190.96	\$ 4,391.74
City of La Mirada	yes			\$ 4,023.31	\$ 4,023.31	5%	\$ 201.17	0.00%	\$ -	\$ 4,224.48
City of La Puente	no		\$ 943.19		\$ 943.19	10%	\$ 94.32	5.00%	\$ 47.15	\$ 1,084.67
City of La Verne	no		\$ 1,379.22		\$ 1,379.22	10%	\$ 137.92	5.00%	\$ 68.96	\$ 1,586.10
City of Lakewood	yes	\$ 520.32	\$ 736.66	\$ 2,010.68	\$ 3,267.67	5%	\$ 163.38	0.00%	\$ -	\$ 3,431.05
City of Long Beach	yes	\$ 959.42	\$ 730.08	\$ 2,420.17	\$ 4,109.67	5%	\$ 205.48	0.00%	\$ -	\$ 4,315.16
City of Los Angeles	no	\$ 10,685.26			\$ 10,685.26	10%	\$ 1,068.53	5.00%	\$ 534.26	\$ 12,288.05
City of Lynwood	yes	\$ 691.22			\$ 691.22	5%	\$ 34.56	0.00%	\$ -	\$ 725.78
City of Maywood	yes	\$ 559.75			\$ 559.75	5%	\$ 27.98	0.00%	\$ -	\$ 587.74
City of Monrovia	no	\$ 798.17	\$ 653.67		\$ 1,451.85	10%	\$ 145.18	5.00%	\$ 72.59	\$ 1,669.62
City of Montebello	yes	\$ 817.86			\$ 817.86	5%	\$ 40.88	0.00%	\$ -	\$ 858.75
City of Monterey Park	no	\$ 795.20			\$ 795.20	10%	\$ 79.52	5.00%	\$ 39.76	\$ 914.48
City of Norwalk	yes		\$ 1,021.21	\$ 3,308.77	\$ 4,329.98	5%	\$ 216.50	0.00%	\$ -	\$ 4,546.48

**Harbor Toxic Upstream
FY 2025-2026 Cost Share**

Agency	GWMA Member?	LAR \$10	SGR GR1	SGR-CC \$13	Subtotal	Direct Admin Fee %	GWMA Direct Admin Fee	Indirect Admin Fee %	GWMA Indirect Admin Fee	Total Fee
City of Paramount	yes	\$ 629.46			\$ 629.46	5%	\$ 31.47	0.00%	\$ -	\$ 660.94
City of Pasadena	no	\$ 1,347.82			\$ 1,347.82	10%	\$ 134.78	5.00%	\$ 67.40	\$ 1,549.99
City of Pico Rivera	yes	\$ 602.15	\$ 1,174.43		\$ 1,776.58	5%	\$ 88.83	0.00%	\$ -	\$ 1,865.41
City of Pomona	no		\$ 2,620.96		\$ 2,620.96	10%	\$ 262.10	5.00%	\$ 131.05	\$ 3,014.10
City of Rosemead	no	\$ 703.16			\$ 703.16	10%	\$ 70.32	5.00%	\$ 35.16	\$ 808.64
City of San Dimas	no		\$ 1,971.55		\$ 1,971.55	10%	\$ 197.16	5.00%	\$ 98.58	\$ 2,267.29
City of San Fernando	no	\$ 602.60			\$ 602.60	10%	\$ 60.26	5.00%	\$ 30.12	\$ 692.99
City of San Gabriel	no	\$ 665.81			\$ 665.81	10%	\$ 66.58	5.00%	\$ 33.29	\$ 765.68
City of San Marino	no	\$ 652.63			\$ 652.63	10%	\$ 65.26	5.00%	\$ 32.63	\$ 750.52
City of Santa Fe Springs	yes		\$ 902.64	\$ 3,455.34	\$ 4,357.98	5%	\$ 217.90	0.00%	\$ -	\$ 4,575.88
City of Sierra Madre	no	\$ 617.97			\$ 617.97	10%	\$ 61.80	5.00%	\$ 30.89	\$ 710.66
City of Signal Hill	yes	\$ 523.29			\$ 523.29	5%	\$ 26.16	0.00%	\$ -	\$ 549.46
City of South El Monte	no	\$ 605.44	\$ 677.84		\$ 1,283.28	10%	\$ 128.33	5.00%	\$ 64.16	\$ 1,475.77
City of South Gate	yes	\$ 781.29			\$ 781.29	5%	\$ 39.06	0.00%	\$ -	\$ 820.36
City of South Pasadena	no	\$ 640.06			\$ 640.06	10%	\$ 64.01	5.00%	\$ 32.00	\$ 736.07
City of Temple City	no	\$ 661.99			\$ 661.99	10%	\$ 66.20	5.00%	\$ 33.10	\$ 761.29
LA County Unincorporated	no	\$ 2,908.87	\$ 4,905.56	\$ 6,512.31	\$ 14,326.74	10%	\$ 1,432.67	5.00%	\$ 716.34	\$ 16,475.75
City of Vernon	yes	\$ 702.43			\$ 702.43	5%	\$ 35.12	0.00%	\$ -	\$ 737.55
City of Walnut	no		\$ 1,419.91		\$ 1,419.91	10%	\$ 141.99	5.00%	\$ 71.00	\$ 1,632.89
City of West Covina	no		\$ 2,034.80		\$ 2,034.80	10%	\$ 203.48	5.00%	\$ 101.74	\$ 2,340.02
City of Whittier	yes	\$ 868.13	\$ 5,267.35	\$ 6,135.48	\$ 6,135.48	5%	\$ 306.77	0.00%	\$ -	\$ 6,442.25
LACFCD	no	\$ 2,178.78	\$ 2,178.78	\$ 2,178.78	\$ 6,536.34	10%	\$ 653.63	5.00%	\$ 326.83	\$ 7,516.79
Total		\$44,456.74	\$ 43,575.57	\$ 43,575.57	\$ 131,607.88		\$ 10,731.43		\$ 4,151.06	\$ 146,490.37

NOTES:

The GWMA administration cost is as follows:

Direct admin fee is 0-5% for GWMA members and 5-10% for non-members.

Indirect admin fee is 2-5% for non-members.

The rates applied above assume the following :

GWMA Members Admin Fee = 5%

GWMA Non-Members Admin Fee = 10%

GWMA Indirect Fee = 5%



City of La Puente

AGENDA REPORT

To: Mayor and City Council For meeting of: August 8, 2023

From: Bob Lindsey, City Manager

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

SUBJECT: CONSIDERATION OF A PROFESSIONAL SERVICES AGREEMENT WITH
WILLDAN FINANCIAL SERVICES IN THE AMOUNT OF \$34,810 FOR
DEVELOPMENT OF A COST ALLOCATION PLAN AND USER FEE STUDY

BACKGROUND

The City last undertook a cost allocation plan and comprehensive user fee study in 2016. An intergovernmental cost recovery study was conducted at that time. While certain user fees and charges have been adjusted in ensuing fiscal years, a comprehensive fee and rate study has not been completed since that time.

The purpose of the requested studies is to ensure the City utilizes overhead rates that accurately account for the true cost of providing various services within City operations, and to assess appropriate fees and rates allowing the City to recover the actual costs incurred for fee-related services.

DISCUSSION

A cost allocation plan is the documentation identifying, accumulating, and allocating or developing billing rates based on the allowable costs of services provided by a governmental unit, on a centralized basis, to its departments and agencies. The cost allocation plan establishes a full cost allocation methodology for specific administrative overhead costs that will properly reimburse the City's General Fund and estimate the anticipated reimbursements to the General Fund. This project will be used for compliance with federal and state grants as well as in the development of appropriate user fees. The study will develop rates by examining costs related to staff time, facility overhead, supplies utilized, and other expenses that are incurred in the process of providing services to applicants and residents.

The principal goal of the user fee study is to determine the full cost of the development-related services and recreation services provided by the City. Other objectives of the project include:

- Establishing objective and transparent fee information
- Developing insight and a rational basis for setting fees
- Understanding individual fee subsidies and overall funding deficits
- Balancing revenues
- Understanding the context and principles of user fees

- Improving fairness and equity
- Ensuring compliance with state law

Pursuant to La Puente Municipal Code section 2.20.090(f), professional services such as the one proposed herein are exempt from competitive bidding procedures. However, in the interest of obtaining the best value for the service, staff issued a Request for Proposal (“RFP”) on June 23, 2023. It was posted on the City website under the “Bids and RFPs” section, with a due date of July 21, 2023. Four (4) responses were received, with pricing as follows:

Firm Name	Bid Price
Matrix Consulting Group	\$50,000
MGT Consulting	\$68,675
Recovery & Cost Specialists (RCS)	\$37,800
Willdan Financial Services	\$34,810

Based on the submissions received through the RFP process, staff recommends that the agreement be awarded to Willdan Financial Services. In addition to providing the lowest overall bid, the firm has a demonstrated history of quality work performance with the City.

FISCAL IMPACT

Funding for this agreement is available from General Fund appropriations included in the FY 2023-2024 Budget.

RECOMMENDATION

It is recommended that the City Council: (1) approve the professional services agreement with Willdan Financial Services for development of a cost allocation plan and a user fee study in the amount of \$34,810; and (2) authorize the City Manager to execute the agreement on behalf of the City.

ATTACHMENTS

Attachment “A” – Professional Services Agreement

CITY OF LA PUENTE

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”), is made and effective as of August 8, 2023, between the City of La Puente, a municipal corporation (“City”), and WILLDAN FINANCIAL SERVICES, a California Corporation (“Consultant”). The City and Consultant are hereinafter collectively referred to as the “Parties”.

RECITALS

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

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

1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than March 31, 2024, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

(a) Consultant shall perform the tasks (“Services”) described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full (“Scope of Services”). 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 manner in conformance with the standards of quality normally observed by an entity providing financial consulting 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 B (“Rate Schedule”), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed Thirty-Four Thousand Eight Hundred and Ten Dollars (\$34,810) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

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

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

5. SUSPENSION OR TERMINATION OF AGREEMENT

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

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

6. OWNERSHIP OF DOCUMENTS

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

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

7. INDEMNIFICATION

(a) Indemnity for professional liability

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

(b) Indemnity for other than professional liability

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

(c) Duty to Defend

In the event the City, its officers, employees, agents and/or volunteers are made a party to any action, claim, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this Agreement, and upon demand by City, Consultant shall reimburse the City for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters in an amount that is proportionate to the finding of liability against Consultant.

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

8. INSURANCE

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

9. INDEPENDENT CONSULTANT

(a) Consultant is and shall at all times remain as to the City a wholly independent consultant and/or independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultants exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in

this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against the City, or bind the City in any manner.

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

10. LEGAL RESPONSIBILITIES

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

11. UNDUE INFLUENCE

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

12. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

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

13. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

14. NOTICES

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

If to City:

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

With a copy to:

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

If to Contractor:

Chris Fisher, Vice- President / Director
Willdan Financial Services
27368 Via Industria, Suite 200
Temecula CA 92590
Telephone: (951) 587-3528

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 negligent services performed by a subconsultant under this Agreement.

16. GOVERNING LAW/ATTORNEYS' FEES

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

17. ENTIRE AGREEMENT

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

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

18. SEVERABILITY

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

19. COUNTERPARTS

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

20. CAPTIONS

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

21. WAIVER

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

22. REMEDIES

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

(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”

Willdan Financial Services

By:  _____
Chris Fisher, Vice-President/Director

Attest:

By: _____
Martha Torres, MPA, City Clerk

Approved as to form:

By: _____
City Attorney

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

EXHIBIT A

SCOPE OF SERVICES

Overview and Approach

Project Understanding

Willdan Financial Services (“Willdan”) is confident that we can meet the City of La Puente’s request for services for a Comprehensive User Fee & Rate Study and Full Cost Allocation Plan. ***The overall objective of this project will be to develop an updated schedule of fees for City services that accounts for the true costs of providing the services and maximizes the recovery of actual costs incurred for fee-related services, including an analytically developed and defensible methodology for applying overhead rates. Supporting objectives that Willdan will address include:***

- Conducting interviews with key City staff involved in providing end user services to understand the City’s processes and staffing, which allows Willdan to prepare analysis that identifies the true and full cost of providing services for which fees are charged;
- Developing a well-documented Cost Allocation Plan for both full and OMB compliant allocation purposes, that is flexible and able to accommodate changes in City structure, staffing and processes going forward, and which allows for inflation adjustments;
- Delivering a Cost Allocation Plan that calculates internal and external fully burdened personnel rates and overhead percentages for Capital Improvement projects, grant reimbursement and fee calculation purposes;
- Reviewing the City’s current fee structures to make sure they reflect current needs of City staff and the community and ensuring that the schedule is updated to include new fees for services regularly provided for which no fee currently exists, or the removal of obsolete fees;
- Identifying the total costs of providing services for which fees are paid; calculating updated fees that reflect the true and full cost of services, comparing those fees with current and projected cost recovery levels, then working with City staff to develop fee-setting recommendations, given appropriate levels of subsidy;
- Conducting meaningful comparisons of high visibility fees with similar communities; and
- Preparing and presenting a comprehensive report that is easy to understand, and which details each service, its full cost broken down into direct and indirect components, current and recommended fee levels, and revenue impacts.

The end products will include user-friendly Excel-based models, which City staff will retain, and which can be easily updated to add or remove services and/or costs, update budgets in future years, determine the proper allocation of expenditures, and on-going full cost of services provided by the City. Most importantly, we will ensure that the results and recommendations are clear and understandable, defensible, and easily implementable.

We will meet directly with departmental representatives at the City at the beginning of the project, to discuss the approach and process for the studies. Discussions will include ways to combine tasks and efforts among the cost allocation plan and user fee study components to maximize efficiencies and ensure adherence to specified timelines.

The completion of a CAP is a key component and first step in the analysis necessary to calculate the cost of providing services. ***A well thought out CAP ensures that indirect costs associated with central overhead services, such as finance, human resources, or city clerk, are appropriately allocated to operating departments, and ultimately included as a cost component of fees for services.*** We will work collaboratively with City staff to identify the overhead support services that are provided to operating departments in the City and develop a fair and defensible means of allocating these costs. ***Our unique model allows us to provide a CAP that will also be compliant with 2 CFR Part 200 Federal regulations*** related to cost reimbursement and grant funding, formerly known as OMB A-87 and 2 CFR Part 225 guidelines, which have now been superseded by the Omni Circular. The new circular did not

Rather than a costly and inflexible proprietary software, which can require expensive licensing fees, Willdan builds models utilizing Excel, from the ground up, employing the City’s budget as the gauge. This model, which is then the City’s to retain, gives City staff the control to make on-the-fly adjustments and updates.

completely overhaul the guidelines, and the intent is still the same, but it did add new limitations to consider and incorporate into a compliant CAP.

For the Comprehensive User Fee Study, we will work directly with personnel at the City who provide services and interact directly with residents and customers, to understand the personnel and procedures involved. By carefully examining these processes, we will be able to identify associated costs such as direct staff costs (salaries and benefits) associated with personnel involved in the activities, and appropriate overhead allocations from both the department and city levels.

For a successful and effective engagement, it is important to have a thorough understanding of specific City policies and objectives, the structure and organization of the City, and the relationships between the central and operating departments. We bring years of successful experience working directly with hundreds of cities throughout California.

Willdan possesses the resources, practical experience, creative thinking, and collaborative consulting skills necessary to complete this important project. ***Key distinct advantages that Willdan brings to the City include the following:***

On-site Data Gathering

Our experience has taught us that working together, via face-to-face discussions, is the most efficient and thorough way to ensure that results are accurate, and that studies are completed in a timely manner, which again, is critical in this proposed engagement.

Consequently, through on-site interviews with your staff, Willdan will collect the majority of required data for studies. This method is better than the typical “time and motion surveys” that are provided to agency staff when studies like these are conducted. This process ensures that we gather the data we need in one coordinated step, rather than having to go through repeated follow-up and clarification.

This approach and the dedication of our staff will help ensure we meet the City’s timeline and objectives and provide important information to City staff and the Council as soon as possible.

Public Engagement

Our models and project approach are geared toward delivering our work on schedule and presenting our analysis results at public meetings and Council workshops. While we understand that the City Council and local business community may be generally supportive of increasing fees where necessary, it will be important to present recommendations to them in a way that clearly demonstrates the rationale and supporting analysis.

The Willdan Team is experienced at communicating complex analytical results in a manner that is easy to understand by non-finance-oriented individuals and facilitates discussion. Our proposed principal-in-charge for this engagement has coordinated or participated in numerous public and staff workshops regarding fees and cost of service-based charges. As previously mentioned, our objective is to provide useful, detailed information, and present recommendations to the City Council and public in a way that clearly demonstrates the rationale and supporting analysis. Our experience ensures that we can meet this objective.

User-friendly Models and Reports

Willdan prides itself on creating user-friendly Excel-based models that the City can retain and ***conducting our analysis and developing the models collaboratively with City staff.*** With City staff’s immediate input and collaboration, Willdan will design extremely flexible, intuitive Excel-based models. In the future, as the City assumes new responsibilities, modifies existing processes, and/or eliminates unnecessary services or programs, the models will be capable of adding or deleting funds, objects, departments, programs, staff positions, and activities. Willdan understands that issues facing the City are unique; consequently, we design our models to match your immediate and desired needs to ensure that end-results exceed staff expectations rather than using an inflexible proprietary software.

The model will be developed to allow the City to run “what-if” scenarios to address possible changes in staffing levels, working hours, etc.

These models are then the City’s to retain, after our services are completed, and allows for the creation of revenue projections, highlighting potential new revenues, and levels of subsidy.

A key element of these studies is presenting results and recommendations in a straightforward manner, which allows Council and staff to confidently make fee setting policy decisions and understand the impacts of those decisions. Rather than using an inflexible proprietary software program, we construct our models from the ground up, as previously discussed, mirroring the City’s budget format wherever possible.

As a result, the information contained in our models are easy for City staff to interpret, and the familiar software ensures ease of navigation. As the models are being designed and constructed, we will work together with City staff to determine the best and most effective features to include.

After the project is completed, we will provide training, so that staff can independently and efficiently evaluate the effects of changes in certain factors. Created directly from the models, our reports clearly and graphically illustrate the full cost recovery level of fee programs and provide projections of revenue from fee programs.

2.5.1 Project Methodologies and Approach

The following describes our proposed approach, and work plan to prepare a Full Cost Allocation Plan and Comprehensive User Fee & Rate Study.

Full Cost Allocation Plan Methodology

The purpose of this cost allocation plan engagement is to ensure that the City of La Puente is maximizing the recovery of indirect costs from identified operating departments, as well as enterprise and other chargeable funds and capital projects.

Furthermore, a sound cost allocation plan is a foundational element of a user fee study, ensuring that the full cost of providing services that is calculated for setting fees includes provision for internal overhead support. The Cost Allocation Plan is also integral in the development of internal hourly rates, including CIP billing rates. We will work closely with staff in identifying the proper balance of allocation factors appropriate for the City.

To achieve the maximum cost recovery objective, the City must have a method of identifying and distributing administrative costs that is fair, comprehensive, well documented, and fully defensible. A cost allocation plan coupled with comprehensive overhead rates will enable the City to achieve this goal.

The allocation models utilize an iterative method which is the most accurate allocation methodology. Unlike a direct or “step-down” methodology, an iterative method uses the chosen distribution bases and allocates central service costs iteratively until all allocable costs have been distributed. Using this method, the model can detail the allocation for each central function individually for complete transparency and accountability, while removing bias that might result from the order in which allocations occur in a step-down approach.

A direct methodology is essentially a one-iteration methodology, while a step-down method is typically only two iterations and is less precise and unable to accurately track the allocations from start to finish.

Approach for Managing the Project

Willdan’s “hands-on” supervision of Cost Allocation Plan studies, include the following methods:

- **Effective Project Management** — Principal-in-Charge Chris Fisher will manage the entire project with an eye toward high responsiveness, while ensuring that all stakeholders are “on board” with the direction of the project, as well as with the final results. Mr. Fisher will ensure that regular status updates are provided to City staff, conference calls are scheduled, and that in-person meetings are conducted (as necessary).
- **Adherence to Time Schedule** — Willdan recognizes that the use of “timelines” is highly effective in meeting all required deadlines. To keep the project on schedule, there are several tasks that must be completed in a timely manner. Therefore, we will present a project timeline at the kick-off meeting that should be closely followed.

Although the establishment of an experienced project team and a detailed project timeline work extremely well in general, Willdan understands that outside influences can create uncontrollable situations for everyone involved in the project. In rare circumstances like these, our team quickly adapts to changes, and communicates our recommended schedule adjustments to the City.

Approach in Communicating with the City

Willdan staff is accustomed to interfacing with local government councils, boards, staff, community organizations, and the public in general in a friendly and helpful manner; we are always mindful that we represent the public agency. We are sensitive to the need of delivering a quality product, with the highest level of service and professionalism.

Therefore, as the work on the project progresses, we understand that it will be necessary for our staff to work closely with you and City personnel.

To accomplish this, we employ a variety of tools, including monitoring project status and budget costs; and ensuring effective communication through several options that are based on the City's preferences.

Experience with Development Service Processes

A unique aspect of our firm is our relationship with our Engineering Division. For many agencies throughout California and other Western states, this division provides contracted services in planning, engineering, and building and safety. When conducting cost recovery studies, we regularly consult with our engineering and land-development staff of experts on development-related issues. By working with our planners, engineers, and building officials, we understand development-related agency service procedures and workflow functions, which often make the entire user fee study process smoother for your staff.

Comprehensive User Fee & Rate Study Methodology

To comprehensively update fees, the City should develop a comprehensive user fee schedule that accurately accounts for the true cost of providing services. Once the study is complete, the fee study model must be flexible so that the City can add, delete, and revise fees in the future. To meet this goal, we will bring our expertise and unique perspectives to your fee study by approaching the project with these three principles:

1) Defensibility

Our user fee projects have not been legally challenged since the inception of this practice area in our firm. We have accomplished this by closely working with legal counsel familiar with user fee studies, our engineering division and with agency staff. In this way, we can tailor the correct approach to ensure full cost recovery combined with a sound and reasonable basis for each user fee you implement.

While Proposition 218 does not directly apply to non-property-related fees, we employ principles from this important constitutional article to make certain that your user fee schedule is developed with fairness, equity, and proportionate cost recovery principles in mind. With the addition of Proposition 26, Willdan will review each analyzed user fee for compliance and appropriateness to ensure continued defensibility.

2) Project and Staff Time

The City must have a sound and technically defensible fee schedule to ensure costs are appropriately recovered, as applicants approach the City for its services. Our standards and approaches serve to get to the issues of your fee study quickly.

Starting with the project kick-off, we will make certain that your staff understands the purpose and scope of the study and its corresponding on-site departmental interview. As Willdan is able to communicate directly with the service providers, this face-to-face interaction provides valuable time estimates.

3) Responsiveness

We take great pride in providing responsive service to our client agencies. Frequent communication is critical to a successful user fee study experience. We will provide a list of data requirements in advance of the project kick-off. Due to this simple step, the introductory meeting can focus on the survey input process, answering questions, determining policy goals, and defining next steps in the project. We will follow up weekly with you at each step in the fee study process to make sure that staff "buys in" to the fee study approach and results.

Comprehensive User Fee Study Approach

Our approach to preparing the user fee study and documentation for La Puente includes:

- Close coordination with your staff to devise a consensus approach. Different programs and/or different service delivery methods will necessitate different approaches.
- We will discuss specific pros and cons with City staff as we determine which methods work best for each fee category;
- Strict adherence to key legal and policy issues with regard to user fees, including the percent of cost recovery that the City seeks to achieve. A user fee shall not be set higher than the reasonable cost of providing a fee-generating service. Our approach provides you with a fee schedule that achieves maximum legal cost recovery while ensuring that each fee is supported by technically defensible documentation; and
- Technical analysis necessary to ensure State compliance, and to anticipate and resolve potential policy issues using a combination of industry standards as well as City specific methods.

As described below, there are two basic approaches to calculating user fees:

Approach 1: Case Study Method

This is also sometimes referred to as a cost build-up approach. Using a time and materials approach, the “Case Study Method” examines the tasks, steps and City staff involved in providing a particular ‘unit’ of service, such as a permit review, and then uses that information to develop estimates of the actual labor and material costs associated with providing a unit of service to a single user. It is often used when a service is provided on a regular basis, and staff and other costs associated with the service can be segregated from available budget data.

A typical case study fee model should comprise the following three general cost layers:

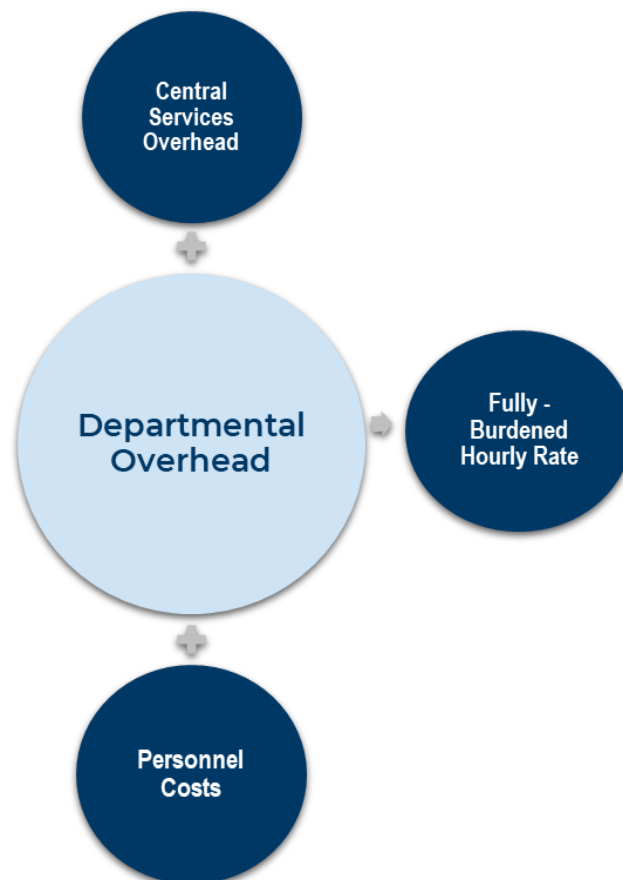
1) Central Services Overhead: This category may involve such costs as labor, services, and supplies that benefit more than one department, division, or project. The exact benefits to specific areas are impossible to ascribe to a single activity. Examples are purchasing, human resources, and liability insurance. As part of the user fee study, these costs are calculated in the overhead cost review.

2) Department Overhead: This category may include expenses related to such items as office supplies, outside consultants, and membership dues. It may include management, supervision, and administrative support that are not provided to a direct fee-generating service. Typically, these items are charged, on an item-by-item basis, directly to the department, division, or project.

3) Personnel Costs: This category refers to direct salary and benefit costs of staff hours spent on providing a fee-generating service (e.g., on-site building inspector).

Approach 2: Average Cost Method

This is also sometimes referred to as a programmatic approach, because it looks at costs at a program level, and then allocates them to participants on an occurrence basis. By taking total service costs across a substantial sample period (a year) and dividing by the total number of service units delivered over that same period, costs per unit of service is estimated. This approach is useful when services or programs are provided in a more aggregate manner, where it might be difficult to identify a specific sequence of steps associated with one user or participant; or where it is not feasible to cost-effectively segregate costs associated with specific activities.



Work Plans

Our proposed work plans, described in detail by task, are provided below. We will maximize efficiency and cost-effectiveness by combining meetings and data gathering efforts between the user fee study and cost allocation plan wherever possible. We explain how each task will be accomplished and identify associated meetings and deliverables. We will work in concert with the City to adjust scopes as needed during the course of the studies.

Full Cost Allocation Plan

This proposed scope of services addresses the completion of both the full and OMB compliant versions of the Cost Allocation Plan (CAP). We have noted where activities specific to the OMB compliant plan occur.

Task 1: Initial Document Request	
Objective:	Initial due diligence.
Description:	Prior to the kick-off call, relevant documentation will be obtained and reviewed in order to enhance and update our understanding of the City's current cost allocation plan and internal structure. A written request for specific data will be sent to the City. The data provided in this task will provide the building blocks for later model development. Our request may include (but is not limited to): ▪ Detailed budget and accounting data; ▪ Prior year's financial data, salary, position, and staffing data; ▪ Organizational structure; and ▪ Data related to various allocation bases that may be incorporated as part of the methodology, i.e., City Council agenda frequencies by department, AP/AR transactions by department, IT equipment distribution by department, etc.
Deliverables:	Willdan: Submit information request to City. City: Provide requested data to Willdan (prior to Task 2, Kick-off Call/Refine Scope). We will follow up with the City to confirm in writing the data that we have received, or which is still outstanding.
Task 2: Kick-off / Confirm Project Strategy / Refine Scope	
Objective:	Confirm project goals and objectives and develop overall project strategy. Identify and discuss policy issues related to the study and determine appropriate fee categories.
Description:	Willdan will identify and discuss policy issues typically associated with these studies and address data gaps in order to gain a full understanding of the City's goals for the cost allocation plan. We will establish effective lines of communication and processes for information gathering and review, and conduct discussions with City staff to verify the scope, purposes, and objectives for the CAP. We will also discuss costs that may not be allocable for OMB purposes, and the potential impact on the OMB version of the CAP. During this call, we will ask that the City assign a project manager to serve as its primary contact. The selected City project manager will ensure that available data is provided to Willdan in a timely manner, thereby maintaining adherence to the project's schedule. We will review the current cost allocation methodology that Willdan developed with the City in 2016 and discuss with City staff. The objective of this review is to determine specific areas of focus as they relate to the City's objectives, and to discuss and evaluate current and potential allocation factors.
Meetings:	One (1) project kick-off meeting or call to initiate the project, discuss data needs and methodologies, and to address policy issues. We would propose to conduct the user fee study kick-off during this same meeting, to maximize efficiency and cost effectiveness of City staff and Willdan time.
Deliverables:	Willdan: If needed, a revised project scope and schedule. City: Provide further data requirements and select/introduce City's project manager.
Task 3: Gather Staffing Information and Develop Cost Allocation Plan Model	
Description:	This task involves the gathering of specific information, directly from City staff, through interviews and discussion, related to the functions served by indirect staff and the departments served by their activities.

This task also focuses on the development of, and/or adjustment of existing, allocation bases, and the development and testing of a model that will ultimately be used to calculate the proper cost allocations derived from data gathered in prior tasks.

The model will be developed to incorporate any recent changes in the provision of City services, identify the total cost of providing indirect overhead support services, fully allocate central service costs to operating groups such as Development Services, and will include provision for appropriate inflationary adjustments going forward.

The model will also be developed to allocate only those costs eligible under 2 CFR Part 200 by loading relevant data into the model, identifying which costs are not allocable under the OMB guidelines. The OMB Super Circular compliant model is valuable as the City may receive Federal or State grant funding that mandates compliance with Federal OMB regulations.

The model will include flexibility to add or delete support service and/or operating groups as changes occur and also the ability to adjust the model and the results annually for inflation, salary, and benefit increases, as well as contract rates.

We will utilize budget and organizational information, and other required information gathered from City staff to complete the work in this task. Specific discussions will be held to discuss allocation bases, services provided by indirect groups, how central overhead services are provided to and utilized by other departments, cost categories and allocation criteria, and how these will factor into the overall cost allocation methodology.

The model and methodology will produce indirect cost rates and overhead percentages which support the development of fully-burdened hourly City staff rates. ***These overhead rates can be used for a variety of purposes including incorporation into the User Fee Study's personnel rates, billing to Capital Improvement project work orders, and in the OMB Super Circular compliant CAP, charging overhead to Federal and State grant funded projects.***

Meetings: Online meetings with staff to understand structure and operations as model and allocation bases are developed. Key staff will be interviewed to best understand central overhead staffing and functions and the departments served.

Deliverables: **Willdan:** One (1) user-friendly model in Microsoft Excel format that provides both a full cost allocation plan and an OMB Super Circular compliant cost allocation plan.

Task 4:	Test and Review Cost Allocation Methodology
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Objective: Test and review model and results with City.

Description: The draft cost allocation plan model will be reviewed with City staff, and adjusted as necessary, to ensure that preliminary allocations provide an accurate depiction of how the central overhead costs should be borne by the operating programs and funds. Over the past several years, we have successfully integrated online meetings by using WebEx™ as an element to our approach.

This allows us to remotely guide staff through the model review and allows you the opportunity to interactively change inputs and test approaches.

Meetings: One (1) online meeting and demonstration with City staff to review the model.

Deliverables: **Willdan and City:** Draft cost allocation plan model review.

Task 5:	Prepare and Present Draft Report
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Objective: Prepare the draft cost allocation report.

Description: This task involves the draft report preparation. The cost allocation plan's background, model methodologies, and results will be discussed; calculations and supporting data will be presented textually and in easily understood tables and provided to the City.

Meetings: One (1) online meeting to present the draft report to City staff.

Deliverables: **Willdan:** Draft report for City review and input.

City: Review of draft report, with comments, and edits.

Task 6: Discuss and Revise Report	
Objective:	Review of draft report, cost distribution methods, and model.
Description:	An in-depth review of the draft report and model will be conducted to arrive at an optimum allocation method for each expenditure type. Often, through the course of an engagement, comments usually revolve around issues of understandability; appropriate levels of enterprise funds' cost recovery, etc.; ease of calculation; and overhead costs' distribution methods. Our reports are structured to include both the overhead and OMB compliant plan, but in the course of review if a separate report is desired for each or just one of the plans, they will be split. Following a round of comments from City staff concerning the draft report, the final report will be prepared for presentation to the Council.
Meetings:	One (1) conference call with City staff to review the report with changes and revisions.
Deliverables:	Draft report, and revised draft/final report.
Task 7: Prepare and Present Final Report and Model	
Objective:	Prepare and present the final report to City Council. Educate City staff on the operation and use of the model for future modifications.
Description:	This task is the culmination of the cost allocation plan project. Based on staff comments on the draft report, Willdan will prepare the final report for presentation to City Council.
Meetings:	One (1) meeting with the City Council to present the final plan if necessary. This meeting would be held in conjunction with the presentation of the user rate study results. We will also provide staff training on the operation and use of the model.
Deliverables:	Willdan: Provide one (1) electronic PDF file copy of the final report and models (full and OMB Super Circular compliant), and five (5) bound copies, and one (1) unbound copy to the City. Using Microsoft Word and Excel, an updateable electronic copy of the study and models, as well as related schedules, will also be provided on CD.

Comprehensive User Fee & Rate Study

Task 1: Initial Document Request	
Objective:	Initial due diligence; obtain study-related data.
Description:	Prior to the kick-off meeting, we will obtain and review relevant documentation to further enhance our understanding of the services, fees, and rates to be studied. A written request for data will be sent to the City. Please note that Time Survey data is not part of this request and will be gathered during the on-site interviews described in Task 5. We will request information and documentation on current fees and fee programs, activity levels, and budget and staffing information (to the extent not already available) related specifically to programs and activities which have associated fees, and for which the City has this level of detail.
Deliverables:	Willdan: Submit information request to City. City: Provide requested data to Willdan (prior to Task 3, Kick-off Meeting/Refine Scope). As with the cost allocation plan, we will follow up with the City to confirm receipt of requested data and information and highlight data elements that are outstanding.
Task 2: Compile Inventory of Current and Potential Fees	
Objective:	Willdan will identify a schedule of fees and methodology for calculating the fees.
Description:	Based on the results of the initial document request and independent research, incorporate into our model the existing fees, provided by the City, to comprise the parameters of the fee study.
Meetings:	It is possible that a conference call with the City may be necessary to discuss new fees to implement or existing fees that may no longer be required.
Deliverables:	Willdan: One (1) draft list of current fees based on initial data provided (to be discussed and finalized during the kick-off call). City: Review completed fee schedule with comments/revisions to be discussed during the kick-off meeting.
Task 3: Kick-off Conference Call / Refine Scope	
Objective:	Confirm goals and objectives for the User Fee Study. Identify and discuss policy issues typically raised by a User Fee Study, address gaps in data, and refine appropriate existing or new fee categories (based on Task 2).
Description:	Verify our understanding of the City's goals, the City's cost-recovery policy for user fees, and to fill any gaps in data/information necessary for the project. It is important for the City and Willdan to identify and address any foreseeable problems and maintain open communication throughout the process. During this call, we will ask that the City identify a project manager who will serve as the primary contact for the project. The project manager shall have responsibility for ensuring that all available data is provided in a timely manner, thereby maintaining adherence to the project's schedule.
Meetings:	One (1) project kick-off call to initiate the entire project, discuss data needs, and address policy issues. As mentioned in the cost allocation plan work plan, we suggest combining the kick-off calls to increase efficiency.
Deliverables:	Willdan: 1) Revised project scope and schedule (if needed); and 2) brief summary of policy decisions (if needed). City: 1) Provide further data needs; and 2) determine/introduce City's project manager.
Task 4: Develop User Fee Model	
Objective:	Develop and test model.
Description:	This task involves the development of the model ultimately used to calculate the departmental fees, based on data and information gathered in previous tasks and in the Time Survey Interviews described in Task 5. To ensure that City policies are met through the imposition of the calculated fees, the model will be formatted to include appropriate costs.

Key model inputs will include staff and allocated overhead costs per position, and relevant budget data on salaries and benefits.

Most of this information will be developed during the cost allocation plan phase of this project and will be incorporated directly into the user fee model. We will request clarification and/or additional data if necessary.

The model will build upon the cost allocation plan results, to provide an allocation of administrative and overhead costs to fee related activities and departments providing services to customers, so that fees and billable rate schedules incorporate applicable costs.

Furthermore, the fees and rates charged to customers will also reflect the cost of the services being provided, to the extent possible given policy and/or political considerations.

Deliverables: **Willdan:** One (1) user-friendly model in Microsoft Excel format, which, when finalized, City staff can use to calculate fee changes annually, or as often as deemed appropriate by the City Council.

Task 5: Staff Interviews and On-site Information Gathering

Objective: Meet with City staff to complete Time Surveys and understand service delivery processes.

Description: In order to assist staff with the completion of the survey worksheets, we will schedule two (2) days of meetings with staff; however, the number of meetings needed may vary depending on the number of staff and departments involved.

The Willdan Team will conduct interviews with supervisors/managers, as well as other staff, as deemed appropriate and/or necessary, from each department involved in the user fee study to determine the average time required by City staff to provide each of the services for which a fee is collected.

The fee model is designed so that full cost recovery fees are calculated immediately upon input of staff time. These full costs are also compared to current cost recovery levels.

This will allow Willdan and City staff to conclude with a final meeting to review the draft full cost recovery fees and adjust any times as necessary once all information has been compiled and input into the fee model. We will schedule the interviews with staff to minimize any disruption to their normal workflow.

Meetings: Two (2) business days of meetings/staff interviews. Depending upon circumstances and availability, we may discuss the option with City Staff of conducting these meetings via WebEx or Zoom. Over the past three years, since the beginning of the pandemic, we have used these tools very successfully and found them to be highly effective and efficient, particularly for follow-up questions and/or discussions.

Deliverables: **Willdan and City:** Time surveys and draft full cost recovery fees.

Task 6: Data Analysis and Final User Fee Schedule

Objective: Incorporate information obtained from on-site surveys to fully develop model.

Description: We will update the model, based on information received during the on-site surveys, to generate a comprehensive user fee schedule. In addition, it is very common that a supplemental data request may be necessary, based on new fees identified that the City is not currently collecting.

Where appropriate, we will suggest and discuss with staff alternate approaches to existing fee programs (i.e., building fees) and suggest potential areas where fees could be collected where they are not currently.

We will calculate and present the full cost recovery level for fees, both current and projected under the new fees, and revenue projections, given certain assumptions about the levels of subsidy for different fees.

Current levels of cost recovery will be compared to actual full costs calculated during the course of this study. Cost will be calculated at reasonable activity levels and include all appropriate direct and indirect costs and overhead. We will review fee programs for compliance with Propositions 218 and 26.

In developing the fee schedules for each division, we will make recommendations for new fees where appropriate, based on our experience with other cities. Some areas for new fees may be due to changes in law, or for activities that the City finds itself performing regularly, but for which no fee is collected.

Where possible, we will incorporate discussion of the City's economic development policies, and where these may intersect with fee programs, for instance setting fees in a manner that encourages certain activities.

The user fee data analysis and model development may take two (2) to four (4) weeks with frequent correspondence with City staff to discuss current cost recovery amounts, necessary to recover full cost and frequency activity.

Meetings: One (1) meeting, as necessary, to gather additional input, complete analysis and finalize fee schedule. Please see the note in Task 5 regarding in-person meetings.

Deliverables: Final user fee model for City Council presentation and discussion.

Task 7:	Common Fees Comparison
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Objective: Examine selected user fees charged by up to five (5) comparable cities in Los Angeles County or other jurisdictions that are close in proximity or similar to the City of La Puente.

Description: We will access and use our knowledge of other jurisdictions to benchmark the City's five (5) most common visible fees or highest yielding fees with comparable jurisdictions.

Fee schedules are rarely readily or directly comparable from agency to agency due to definitional and operational differences. For example, a grading permit in one jurisdiction may include the plan check service, while the same permit in another jurisdiction may not, resulting in similar sounding services with widely varying costs. For this reason, Willdan takes a selection of the City's most commonly used and/or highest yielding fees.

The survey will contain the following, a comparison of common or similar fees and charges used by the City and other jurisdictions; current and proposed fees and charges unique to the City of La Puente; fees and charges used by other public entities not currently used in the City; and If possible, identify characteristics and processes unique to the City that account for significant variances in fees and charges used by other jurisdictions.

Deliverables: **Willdan:** Recommendations provided in Task 8 will incorporate the data gathered during our examination.

Task 8:	Prepare and Present Draft Report
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Objective: Prepare draft report.

Description: This task involves the preparation of the draft report that discusses the study's background, the methodologies utilized in the study, and the results and presentation to various stakeholder groups. As noted below, meetings may occur during this or the next task as appropriate. The calculations used to generate the user fee study will be included textually, as well as in easy to understand tables. Individual fee summaries by department and a comprehensive fee schedule will be included. The draft report will include the following:

- | | |
|--|---|
| ▪ Key results and findings; | ▪ Projections of potential fee revenue; |
| ▪ Basic descriptions of each service; | ▪ Assessment of reasonableness of each City's costs; |
| ▪ The full cost of each service at lowest reasonable activity level and current cost recovery levels; | ▪ Review of reasonableness of current consultant cost structure (for Building Division services); |
| ▪ Costs broken down graphically into indirect and direct components, with a graphic display of the level of cost recovery; | ▪ As appropriate, recommend alternative methodologies for building permit fee calculation; and |
| ▪ Fee recommendations with associate levels of cost recovery; | ▪ Summary and recommendations. |

The objective of the report is to communicate the recommendation of appropriate fees, which include the appropriate subsidy percentage for those fees where full cost recovery may be unrealistic.

Meetings: One (1) conference call with City staff, to present draft results address questions and receive feedback.

Deliverables: **Willdan:** Draft report for City review and comment.

City: Review of draft report, with comments and edits.

Task 9:	Revise Draft Report/Determine Cost Recovery Levels for Recommended Adoption
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Objective: Review of draft report and fee model.

Description: The goal of this task is to conduct an in-depth review of the draft report and model, incorporate feedback and changes as a result of previous discussions, and arrive at an optimum fee structure.

Often through the course of an engagement, City staff will volunteer insightful likes and dislikes regarding the existing fee structure. We listen to this feedback carefully because your staff members know the community best. Comments usually revolve around issues of:

- | | |
|---------------------------|--|
| ▪ Understandability; | ▪ Appropriate levels of cost recovery; and |
| ▪ Fairness to applicants; | ▪ Full cost recovery hourly rates. |
| ▪ Ease of calculation; | |

When adjusting fee recovery levels, we believe it is important to address these concerns.

Following one (1) round of comments from City staff on the draft report and feedback from City staff, we will prepare the final report for presentation to the City Council.

Meetings: One (1) online demonstration (WebEx) to review the report and model, with any revisions.

Deliverables: Draft report, revised draft /final report.

Task 10: Prepare and Present Final Report/Instruct Staff on Model	
Objective:	Prepare and present final report to City Council. Instruct staff on the operation and use of the model for future modifications.
Description:	This task is the culmination of the entire project. Based on staff comments received regarding the draft report, we will prepare the final report for presentation.
Meetings:	One (1) meeting with City Council to present the results and adopt the updated fee schedule. We will also provide staff training on the operation and use of the model on the same day, during regular business hours.
Deliverables:	Provide one (1) electronic PDF file copy of the final report and models; and, if requested, provide five (5) bound copies, and one (1) unbound copy to the City. Using Microsoft Word and Excel, an updateable electronic copy of the study and models, as well as related schedules, will also be provided on CD.

City Staff Support

To complete our tasks, we will need the cooperation of City staff. We suggest that the City of La Puente assign a key individual to represent the City as the project manager who can function as our primary contact. We anticipate that the City's project manager will: 1) Coordinate responses to requests for information; 2) Coordinate review of work products; and 3) Help resolve policy issues. Willdan will endeavor to minimize the impact on City staff in the completion of this project. We will ask for responses to initial information requests in a timely manner. If there are delays on the part of the City, we will contact the City's project manager to steer the project back on track. We will keep the City's project manager informed of data or feedback we need to keep the project on schedule.

Project Schedules

The City stated in the RFP that the desired timeframe was 75 days, so Willdan clearly understands time is of the essence for the City to begin and complete this engagement. Based on our extensive experience with these types of projects, we are confident that the schedules below are aggressive but reasonable. ***These schedules can only be met with the cooperation of City staff. Delays in responding to our requests for data and review will result in corresponding delays to the project schedules. If that is the case, we will notify the City immediately of the possible impact on the schedule.***

Full Cost Allocation Plan

City of La Puente Cost Allocation Plan														
Project Schedule														
Scope of Services	August				September				October					
	7	14	21	28	4	11	18	25	2	9	16	23	30	
Task 1: Initial Document Request				☞1										
Task 2: Kick-off / Refine Scope (conference call)				☞2										
Task 3: Gather Staffing Information and Develop Model (meeting)							☞3							
Task 4: Test and Review Cost Allocation Methodology (conference call)								☞4						
Task 5: Prepare and Present Draft Report (meeting)									☞5					
Task 6: Discuss and Revise Report (conference call)										☞6				
Task 7: Prepare and Present Final Report/Train Staff on Model (meeting)													☞7	

Deliverables:

☞1: Information Request	☞5: Draft Report
☞2: Revised Project Scope and Schedule (if needed)	☞6: Revised Draft Report/Final Report
☞3: User-friendly Model in Microsoft Excel	☞7: Final Report – Hard and Electronic Copies
☞4: Draft Cost Allocation Plan Model Review	

Comprehensive User Fee & Rate Study

City of La Puente																					
Comprehensive User Fee Study																					
Project Schedule																					
Scope of Services	August				September				October					November				December			
	7	14	21	28	4	11	18	25	2	9	16	23	30	6	13	20	27	4	11	18	29
Task 1: Initial Document Request																					
Task 2: Compile Inventory of Current and Potential Fees																					
Task 3: Kick-off / Refine Scope (web meeting/conference call)																					
Task 4: Develop User Fee Model																					
Task 5: Staff Interviews and On-site Information Gathering (web meetings)																					
Task 6: Data Analysis and Final User Fee Schedule (Meetings/Web mtgs)																					
Task 7: Common Fees Comparison																					
Task 8: Prepare and Present Draft Report (conference call)																					
Task 9: Revise Draft Report/Determine Cost Recovery Levels (conference call)																					
Task 10: Prepare and Present Final Report/Instruct Staff on Model (web meeting)																					

Deliverables:

☞1: Information Request	☞6: Draft Fee and Rate Model Review
☞2: Draft List of Current Fees	☞7: Common Fee Comparison
☞3: Revised Project Scope and Schedule (if needed)	☞8: Draft Report
☞4: User-friendly Model in Microsoft Excel	☞9: Revised Draft Report/Final Report
☞5: Time Surveys and Draft Full Cost Recovery Fees	☞10: Final Report – Hard and Electronic Copies

EXHIBIT B

RATE SCHEDULE

Willdan proposes a **fixed fee of \$34,810** to conduct the Full Cost Allocation Plan and Comprehensive User Fee and Rate Study on the City's behalf. The tables below provide a breakdown of the fee to complete each study by task and project team member.

The fixed fee noted above is inclusive of all fees, and based upon our proposed scope, it is guaranteed for the term of the project.

Full Cost Allocation Plan

Based on the corresponding work plan identified within the scope of services, we propose a **fixed fee of \$9,930** to prepare a Cost Allocation Plan.

City of La Puente						
Cost Allocation Plan						
Cost Proposal						
	C. Fisher Principal-in- Charge	T. Thrasher Project Manager	P. Patel Analytical Support	R. Quaid QA/Tech Advisor	<u>Total</u>	
	\$ 250	\$ 210	\$ 135	\$ 210	Hours	Cost
Scope of Services						
Task 1: Initial Document Request	-	-	1.0	-	1.0	\$ 135
Task 2: Kick-off /Refine Scope	-	1.0	1.0	-	2.0	345
Task 3: Gather Staffing Information & Develop CAP Model	1.0	4.0	16.0	1.0	22.0	3,460
Task 4: Test and Review Cost Allocation Methodology	-	3.0	8.0	1.0	12.0	1,920
Task 5: Prepare and Present Draft Report	1.0	3.0	8.0	-	12.0	1,960
Task 6: Discuss and Revise Report	1.0	1.0	4.0	-	6.0	1,000
Task 7: Prepare and Present Final Report/Instruct Staff on Model	-	4.0	2.0	-	6.0	1,110
Total – Cost Allocation Plan	3.0	16.0	40.0	2.0	61.0	\$ 9,930

Comprehensive User Fee and Rate Study

Based on the corresponding work plan identified within the scope of services, we propose a **fixed fee of \$24,880** to prepare a User Fee Study.

City of La Puente						
Comprehensive User Fee Study						
Cost Proposal						
	C. Fisher Principal-in- Charge	T. Thrasher Project Manager	P. Patel Primary Analyst	R. Quaid QA/Tech Advisor	<u>Total</u>	
	\$ 250	\$ 210	\$ 135	\$ 210	Hours	Cost
Scope of Services						
Task 1: Initial Document Request	-	1.0	1.0	-	2.0	\$ 345
Task 2: Compile Inventory of Current and Potential Fees	-	-	1.0	-	1.0	135
Task 3: Kick-off /Refine Scope	-	1.0	1.0	-	2.0	345
Task 4: Develop User Fee Model	1.0	4.0	12.0	1.0	18.0	2,920
Task 5: Staff Interviews and On-site Information Gathering	-	12.0	12.0	-	24.0	4,140
Task 6: Data Analysis and Final Fee and Rate Schedule	1.0	8.0	48.0	1.0	58.0	8,620
Task 7: Common Fees Comparison	-	3.0	12.0	-	15.0	2,250
Task 8: Prepare and Present Draft Report	1.0	3.0	8.0	1.0	13.0	2,170
Task 9: Revise Draft/Determine Cost Recovery Levels	1.0	4.0	12.0	-	17.0	2,710
Task 10: Prepare and Present Final Report/Train Staff on Model	-	4.0	3.0	-	7.0	1,245
Total – User Fee Study	4.0	40.0	110.0	3.0	157.0	\$ 24,880

Notes:

- Our fee includes all direct expenses associated with the project.
- We will invoice the City monthly based on percentage of project completed.
- Additional services may be authorized by the City and will be billed at our then-current hourly overhead consulting rates.
- City shall reimburse Willdan for any costs Willdan incurs, including without limitation, copying costs, digitizing costs, travel expenses, employee time and attorneys' fees, to respond to the legal process of any governmental agency relating to City or relating to the project. Reimbursement shall be at Willdan 's rates in effect at the time of such response.
- The cost of preparing the user fee study can be included in the resulting new fee schedule. Therefore, over time, the City can recover the initial outlay of funds that was required to complete the studies.
- Willdan will rely on the validity and accuracy of the City's data and documentation to complete the analysis. Willdan will rely on the data as being accurate without performing an independent verification of accuracy and will not be responsible for any errors that result from inaccurate data provided by the client or a third party.

Hourly Rates

Additional services may be authorized in writing by the City and will be billed at our then current hourly consulting rates. Our current hourly rates are identified in the table below.

Willdan Hourly Rate Schedule		
Position	Team Member	Hourly Rate
Vice President - Director	Chris Fisher	\$250
Managing Principal		\$240
Principal Consultant	Tony Thrasher Bob Quaid	\$210
Senior Project Manager		\$185
Project Manager		\$165
Senior Project Analyst	Priti Patel	\$135
Senior Analyst		\$125
Analyst II		\$110
Analyst I		\$100

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



City of La Puente AGENDA REPORT

To: Mayor and City Council

For meeting of: August 8, 2023

From: Bob Lindsey, City Manager

By: Troy Grunklee, CPA, Director of Administrative Services

SUBJECT: CONSIDERATION OF A RESOLUTION TO ADOPT A BODY WORN CAMERA POLICY

BACKGROUND

At the City Council meeting of June 14, 2022, the City Council approved the use purchase of (24) body worn cameras from Superior Alarm System (“SAS”) that will be used by Community Service staff and Code Enforcement staff at La Puente Park. The goal of the cameras is to ensure the safety of both the employee and park visitors and is fully compatible and integrated into the current camera archive system.

DISCUSSION

The City Manager put together a working group to draft a policy for the body worn cameras which included the City Manager, the Director of Administrative Services, the Senior Code Enforcement Supervisor, and members of the Services Employees International Union Local 721 (“SEIU”) that will be utilizing the body worn cameras.

The Body Worn Camera Policy (see Attachment “A”) provides details on employee responsibilities, supervisor responsibilities, prohibited uses, and retention of video requirements. City staff are recommending that the City Council approve a resolution to adopt a body worn camera policy.

FISCAL IMPACT

None.

RECOMMENDATION

It is recommended that the City Council adopt Resolution No. 23-5820 adopting the Body Worn Camera Policy.

ATTACHMENTS

Attachment “A”: Resolution No. 23-5820

RESOLUTION NO. 23-5820

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF LA PUENTE, CALIFORNIA ADOPTING THE BODY
CAMERA POLICY**

WHEREAS, the City of La Puente is committed to providing a working environment that is healthy and safe for employees and visitors.

WHEREAS, City Staff has drafted a new Body Worn Camera Policy that provides for a comprehensive approach to the utilization of the body worn cameras; and

WHEREAS, the proposed policy reflects responsibilities, prohibited uses, and retention requirements for the body worn cameras; and

WHEREAS, adoption of the proposed policy will help maintain a safe working environment for all employees and visitors.

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

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

SECTION 2. The City Council does hereby approve and adopt Administrative Policy #68, Body Worn Camera Policy, which is attached hereto as Exhibit A.

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

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

PASSED, APPROVED AND ADOPTED this 8th day of August 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 ADMINISTRATIVE POLICY

POLICY #: 68	SUBJECT: BODY WORN CAMERAS
ISSUED: August 8, 2023	
EFFECTIVE: August 8, 2023	
CANCELLATION DATE:	
SUPERSEDES:	

POLICY:

1: PURPOSE

This policy provides guidelines for the use of portable audio/video recording devices by employees of the City of La Puente while in the performance of their duties. All portable audio/video recording devices whether assigned or unassigned if utilized in the scope of employment to capture audio or video shall fall within the policy.

2: POLICY

The City of La Puente may provide employees with access to portable recorders, either audio or video or both, for use during the performance of their duties. The use of recorders is intended to enhance the mission of the City by accurately capturing contacts between employees of the City and the public.

3: COORDINATOR

The City Manager or the authorized designee shall appoint an employee of the City to coordinate the use and maintenance of portable audio/video recording devices and the storage of recordings.

- (a) Establishing a system for downloading, storing and security of recordings.
- (b) The City Information Technology (IT) department is responsible for downloading recorded data.
- (c) The IT department is responsible for establishing a maintenance system to ensure the availability of operable portable audio/video recording devices.
- (d) The IT department is responsible for establishing a system for tagging and categorizing data according to the type of incident captured.
- (e) The IT department is responsible for establishing a system to prevent tampering, deleting and copying recordings and ensure chain of custody integrity.
- (f) The IT department is responsible for maintaining logs of access and deletions of recordings.

4: EMPLOYEE PRIVACY EXPECTATION

All recordings made by employees acting in their official capacity shall remain the property of the City regardless of whether those recordings were made with department-issued or personally owned recorders. Employees shall have no expectation of privacy or ownership interest in the content of these recordings.

5: EMPLOYEE RESPONSIBILITIES

Prior to going into service, each employee assigned or permitted use of a City issued device will be responsible for making sure that he/ she is equipped, and that the recorder is in good working order. If the recorder is not in working order or malfunctions at any time, the employee shall promptly report the failure to his/her supervisor and obtain a functioning device as soon as practicable. City employees assigned or permitted use of a City issued device should wear the recorder in a conspicuous manner or otherwise notify persons that they are being recorded, whenever possible.

Employee should document the existence of a recording in any report or other official record of the contact, including any instance where the recorder malfunctioned or the employee deactivated the recording. Employees should include the reason for deactivation. Employee shall review and verify that the video/audio was captured.

6: SUPERVISOR RESPONSIBILITIES

Supervisors should take custody of a portable audio/video recording device as soon as practicable when the device may have captured a major incident. and ensure the data is downloaded and tagged.

7: ACTIVATION OF THE PORTABLE RECORDER

This policy is not intended to describe every possible situation in which the portable recorder should be used, although there are many situations where its use is appropriate. Employees should activate the recorder any time the employee believes it would be appropriate or valuable to record an incident.

The portable recorder should be activated in any of the following situations:

- (a) All enforcement and investigative contacts including stops and field interview (FI) situations
- (b) Self-initiated activity in which an employee believe it is prudent to activate
- (c) Any other contact that becomes adversarial after the initial contact in a situation that would not otherwise require recording, and this is deemed to be a public place
- (d) Recording should not occur in a private area unless disclosed to the appropriate party that you are now recording (if an emergent or safety circumstance arises in a private area, an employee shall be authorized to record for life and safety purposes)

Employees should remain sensitive to the dignity of all individuals being recorded and exercise sound discretion to respect privacy by discontinuing recording whenever it reasonably appears to the employee that such privacy may outweigh any legitimate City business interest in recording. Requests by employees of the public to stop recording should be considered using this same criterion. Recording should resume when privacy is no longer at issue unless the circumstances no longer fit the criteria for recording.

At no time is an employee expected to jeopardize his/her safety in order to activate a portable recorder. However, the recorder should be activated in situations described above as soon as practicable.

8: SURREPTITIOUS USE OF THE PORTABLE RECORDER

Employees shall not surreptitiously record another City employee without a court order unless lawfully authorized by the City Manager or the authorized designee. In the context of this policy, surreptitious requires specific intent.

9: CESSATION OF RECORDING

Once activated, the portable recorder should remain on continuously until the employee's direct participation in the incident is complete or the situation no longer fits the criteria for activation. Recording may be stopped during significant periods of inactivity such as report writing or other breaks from direct participation in the incident.

10: EXPLOSIVE DEVICE

Many portable recorders, including body-worn cameras and audio/video transmitters, emit radio waves that could trigger an explosive device. Therefore, these devices should not be used where an explosive device may be present.

11: PROHIBITED USE OF PORTABLE RECORDERS

Employees are prohibited from using city-issued portable recorders and recording media for personal use and are prohibited from making personal copies of recordings created while on-duty or while acting in their official capacity.

Employees are also prohibited from retaining recordings of activities or information obtained while on-duty, whether the recording was created with city-issued or personally owned recorders. Employees shall not duplicate or distribute such recordings, except for authorized legitimate City business purposes. All such recordings shall be retained at the City.

Employees are prohibited from using personally owned recording devices while on-duty without the express consent of the City Manager or his/her designee. Any employee who uses a personally owned recorder for City-related activities shall comply with the provisions of this policy, including retention and release requirements. The employee shall notify the City Manager or his/her designee immediately if personally owned device is used.

Recordings shall not be used by any employee for the purpose of embarrassment, intimidation, or ridicule.

12: RETENTION OF RECORDINGS

Any time an employee records any portion of a contact that the employee reasonably believes constitutes evidence in a criminal case or provides evidence in a Code Enforcement case, the employee shall record the related case number and store digital files and document the existence of the recording in the related case report. Docking of the portable device should occur at the end of the employee's shift, and any time the storage capacity is nearing its limit.

Any time a employee reasonably believes a recorded contact may be beneficial in a non-criminal matter (e.g., a hostile contact), the employee should promptly notify a supervisor of the existence of the recording.

13: RETENTION REQUIREMENTS

All recordings shall be retained for a period consistent with the requirements of the City's records retention schedule but in no event for a period less than 180 days.

14: REVIEW OF RECORDINGS

When preparing written reports, employees should review their recordings as a resource. However, employees shall not retain personal copies of recordings. Employees should not use the fact that a recording was made as a reason to write a less detailed report.

Supervisors are authorized to review relevant recordings any time they are investigating alleged misconduct or reports of meritorious conduct or whenever such recordings would be beneficial in reviewing the employee's performance.

Recorded files may also be reviewed:

- (a) Upon approval by a supervisor, by any employee of the City who is participating in an official investigation, such as a personnel complaint, administrative investigation or criminal investigation.
- (b) Pursuant to lawful process or by court personnel who are otherwise authorized to review evidence in a related case.
- (c) By media personnel with permission of the City Manager or the authorized designee.
- (d) In compliance with a public records request, if permitted, and in accordance with the Records Maintenance and Release Policy.

All recordings should be reviewed by the Custodian of Records prior to public release pursuant to the California Public Records Act. Recordings that unreasonably violate a person's privacy or sense of dignity should not be publicly released unless disclosure is required by law or order of the court.

Attachment 1 – Portable Audio/Video (Bodycams) Management and Protocols

Attachment 1
PORTABLE AUDIO/VIDEO (BODYCAMS)
MANAGEMENT AND PROTOCOLS

DOWNLOADING/STORAGE OF BODYCAM DATA, RESPONSIBLE PERSONS

1. Upon completion of shift assigned employee's bodycams shall be placed in their designated download/charging port.
2. The IT department shall facilitate the downloaded data to the assigned data storage unit/cloud.
3. The security of the data stored shall be the responsibility of the IT department and shall only be made available to the assigned employee and/or his/her Supervisor, for the purpose of supporting an Incident Report, Code Enforcement/Animal Control Case, legal review, or other City related matter of importance.

MAINTENANCE AND ASSIGNMENT OF BODYCAMS

1. The IT department shall be responsible for the functionality/maintenance/repair of the bodycam units and shall inform Supervisors on any issues with bodycam units.
2. Supervisors shall be responsible for the assignment of each bodycam unit, including the units that are on stand-by or special use. Supervisors shall inform the IT department on such allocations/assignments.
3. A logging system shall be established to monitor check-in/check-out of all units.

TAGGING/CATEGORIZING OF BODYCAM DATA

1. The IT department shall develop and sustain a means of categorizing and tagging data according to type of incident, with a focus on the need to separate/retain vital evidentiary data.
2. The IT department shall advise the Supervisors when there is a scheduled or unscheduled purging of stored data.

DATA SECURITY AND CHAIN OF CUSTODY

1. The IT department shall train bodycam users in the best practices. All who are trained in bodycam use and security shall sign off on the training upon completion.
2. The IT department shall inventory the bodycams on a weekly basis.
3. The IT department shall make available a means for employees to review case related bodycam data.
4. Review of data by employees shall be requested via email, then logged and approved by the Supervisor.
5. All logs related to the use of the bodycams and the data review devices shall be secured and maintained by the IT department.



City of La Puente AGENDA REPORT

To: Mayor and City Council

For meeting of: August 8, 2023

From: Bob Lindsey, City Manager

SUBJECT: DISCUSSION AND DIRECTION REGARDING THE EXPANSION OF THE PROGRAM, RE-EMPLOYMENT, OUTREACH SERVICES ("PROS") TEAM (MAYOR KLINAKIS/MAYOR PRO TEM MUNOZ)

BACKGROUND/DISCUSSION

City Staff is requesting approval to draft and send a letter to the Los Angeles County Sheriff's Department Mental Evaluation Team ("MET"), the Los Angeles County Department of Public Health, and the Los Angeles County Sheriff's Department Contract Law Enforcement Services, to request the addition of a MET deputy and a clinician to the City of La Puente PROS Team.

FISCAL IMPACT

None.

RECOMMENDATION

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

ATTACHMENTS

None.



City of La Puente AGENDA REPORT

To: Mayor and City Council For meeting of: August 8, 2023

From: Bob Lindsey, City Manager

By: Alex Bauman, Director of Community Services

SUBJECT: UPDATE AND DISCUSSION REGARDING 365 ATHLETIX FITNESS PROGRAM AT LA PUENTE PARK

BACKGROUND/DISCUSSION

City Staff will provide an update on the 365 Athletix Fitness Program.

FISCAL IMPACT

None.

RECOMMENDATION

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

ATTACHMENTS

None.



City of La Puente AGENDA REPORT

To: Mayor and City Council For meeting of: August 8, 2023

From: Bob Lindsey, City Manager

By: Troy Grunklee, CPA, Director of Administrative Services
Alex Merkel Medina, Finance Manager
Steve Overstreet, IT/Communications Analyst

SUBJECT: UPDATE AND DISCUSSION REGARDING INFORMATION
TECHNOLOGY (IT) ACTIVITIES

BACKGROUND/DISCUSSION

City Staff will provide an update on the activities and programs within the Information Technology (IT) division of the Administrative Services Department.

FISCAL IMPACT

None.

RECOMMENDATION

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

ATTACHMENTS

None.



City of La Puente AGENDA REPORT

To: Mayor and City Council

For meeting of: August 08, 2023

From: Bob Lindsey, City Manager

By: Troy Grunklee, CPA, Director of Administrative Services

SUBJECT: DISCUSSION AND DIRECTION REGARDING USES OF OPIOID SETTLEMENT FUNDS

BACKGROUND

At its April 11, 2023, City Council Meeting, the City Council approved Resolution No. 23-5790, which authorized the City Manager to release the five settling defendants in exchange for the consideration set forth in the Subdivision Participation Forms and California State-Subdivision Agreements. This resolution also authorized the City Manager to execute the Subdivision Participation Forms for each of the five settlements (Teva, Allergan, CVS, Walgreens, and Walmart) and any and all documents. The resolution also authorized the City Manager to execute the proposed California State-Subdivision Agreements for each of the five settlements (Teva, Allergan, CVS, Walgreens, and Walmart), and all supporting documents. All of the necessary documents were submitted by the City Attorney's Office to the appropriate persons.

DISCUSSION

On July 24, 2023, City staff received information from the City Attorney's Office regarding permitted uses of the opioid settlement funds that are and will be received. Additionally, City staff were notified of a training webinar that took place on August 1, 2023, that was presented by the California Department of Health Care Services ("DHCS") to inform cities of expenditure reporting that will be due on September 30, 2023. The City subsequently received the expenditure reporting form from DHCS.

City staff have reviewed the "List of Opioid Remediation Uses" (see Attachment A) and have noted several categories of permitted use of the funds. They are as follows:

Page E-2, Schedule A, Section E, Number 2 – Expand warm hand-off services to transition to recovery services.

Page E-3, Schedule A, Section G, Number 1 – Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco)

Page E-6, Schedule B, Section A, Number 10 – Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.

Page E-6, Schedule B, Section A, Number 11 – Provide training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.

Page E-6, Schedule B, Section A, Number 13 – Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.

Page E-6, Schedule B, Section A, Number 15 – Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

Page E-7, Schedule B, Section C, Number 11 – Expand warm hand-off services to transition to recovery services.

Page E-8, Schedule B, Section C, Number 15 – Engage non-profits and the faith community as a system to support outreach for treatment.

Page E-11, Schedule B, Section G, Number 1 – Funding media campaigns to prevent opioid misuse.

Page E-11, Schedule B, Section G, Number 7 – Engaging non-profits and faith-based communities as systems to support prevention.

Page E-12, Schedule B, Section G, Number 8 – Funding evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.

Page E-12, Schedule B, Section G, Number 12 – Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

Page E-14, Schedule B, Section J, Number 3 – Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

Page E-14, Schedule B, Section K, Number 1 - Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.

FISCAL IMPACT

It is unclear at the moment what the fiscal impact would be based on the fact that the documents have just been filed. However, to date this City has received \$2,813.13 related to opioid settlements.

RECOMMENDATION

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

ATTACHMENTS

Attachment A: List of Opioid Remediation Uses

EXHIBIT E

List of Opioid Remediation Uses

**Schedule A
Core Strategies**

States and Qualifying Block Grantees shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies (“Core Strategies”).¹⁴

- A. **NALOXONE OR OTHER FDA-APPROVED DRUG TO REVERSE OPIOID OVERDOSES**
1. Expand training for first responders, schools, community support groups and families; and
 2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.
- B. **MEDICATION-ASSISTED TREATMENT (“MAT”) DISTRIBUTION AND OTHER OPIOID-RELATED TREATMENT**
1. Increase distribution of MAT to individuals who are uninsured or whose insurance does not cover the needed service;
 2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;
 3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and
 4. Provide treatment and recovery support services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication and with other support services.

¹⁴ As used in this Schedule A, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

C. **PREGNANT & POSTPARTUM WOMEN**

1. Expand Screening, Brief Intervention, and Referral to Treatment (“*SBIRT*”) services to non-Medicaid eligible or uninsured pregnant women;
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder (“*OUD*”) and other Substance Use Disorder (“*SUD*”) / Mental Health disorders for uninsured individuals for up to 12 months postpartum; and
3. Provide comprehensive wrap-around services to individuals with OUD, including housing, transportation, job placement/training, and childcare.

D. **EXPANDING TREATMENT FOR NEONATAL ABSTINENCE SYNDROME (“*NAS*”)**

1. Expand comprehensive evidence-based and recovery support for NAS babies;
2. Expand services for better continuum of care with infant-need dyad; and
3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

E. **EXPANSION OF WARM HAND-OFF PROGRAMS AND RECOVERY SERVICES**

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;
2. Expand warm hand-off services to transition to recovery services;
3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions;
4. Provide comprehensive wrap-around services to individuals in recovery, including housing, transportation, job placement/training, and childcare; and
5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

F. **TREATMENT FOR INCARCERATED POPULATION**

1. Provide evidence-based treatment and recovery support, including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and
2. Increase funding for jails to provide treatment to inmates with OUD.

G. **PREVENTION PROGRAMS**

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);
2. Funding for evidence-based prevention programs in schools;
3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);
4. Funding for community drug disposal programs; and
5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. **EXPANDING SYRINGE SERVICE PROGRAMS**

1. Provide comprehensive syringe services programs with more wrap-around services, including linkage to OUD treatment, access to sterile syringes and linkage to care and treatment of infectious diseases.

I. **EVIDENCE-BASED DATA COLLECTION AND RESEARCH ANALYZING THE EFFECTIVENESS OF THE ABATEMENT STRATEGIES WITHIN THE STATE**

Schedule B
Approved Uses

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (“OUD”) and any co-occurring Substance Use Disorder or Mental Health (“SUD/MH”) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:¹⁵

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (“MAT”) approved by the U.S. Food and Drug Administration.
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (“ASAM”) continuum of care for OUD and any co-occurring SUD/MH conditions.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (“OTPs”) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Provide treatment of trauma for individuals with OUD (*e.g.*, violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (*e.g.*, surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.

¹⁵ As used in this Schedule B, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

8. Provide training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.
10. Offer fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Offer scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD/MH or mental health conditions, including, but not limited to, training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.
12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (“*DATA 2000*”) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
13. Disseminate of web-based training curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service–Opioids web-based training curriculum and motivational interviewing.
14. Develop and disseminate new curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service for Medication–Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the programs or strategies that:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.
3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.
5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.
9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.
11. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.
14. Create and/or support recovery high schools.
15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED
(CONNECTIONS TO CARE)

Provide connections to care for people who have—or are at risk of developing—OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund SBIRT programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.
6. Provide training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically appropriate follow-up care through a bridge clinic or similar approach.
8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
11. Expand warm hand-off services to transition to recovery services.
12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
13. Develop and support best practices on addressing OUD in the workplace.

14. Support assistance programs for health care providers with OUD.
15. Engage non-profits and the faith community as a system to support outreach for treatment.
16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
 1. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (“*PAARI*”);
 2. Active outreach strategies such as the Drug Abuse Response Team (“*DART*”) model;
 3. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 4. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (“*LEAD*”) model;
 5. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or
 6. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.

4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison or have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (“CTP”), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (“NAS”), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women—or women who could become pregnant—who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
3. Provide training for obstetricians or other healthcare personnel who work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; and expand long-term treatment and services for medical monitoring of NAS babies and their families.

5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with NAS get referred to appropriate services and receive a plan of safe care.
6. Provide child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.
7. Provide enhanced family support and child care services for parents with OUD and any co-occurring SUD/MH conditions.
8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including, but not limited to, parent skills training.
10. Provide support for Children's Services—Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding medical provider education and outreach regarding best prescribing practices for opioids consistent with the Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Providing Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Supporting enhancements or improvements to Prescription Drug Monitoring Programs ("PDMPs"), including, but not limited to, improvements that:

1. Increase the number of prescribers using PDMPs;
2. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or
3. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.
6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.
7. Increasing electronic prescribing to prevent diversion or forgery.
8. Educating dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding media campaigns to prevent opioid misuse.
2. Corrective advertising or affirmative public education campaigns based on evidence.
3. Public education relating to drug disposal.
4. Drug take-back disposal or destruction programs.
5. Funding community anti-drug coalitions that engage in drug prevention efforts.
6. Supporting community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction—including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (“SAMHSA”).
7. Engaging non-profits and faith-based communities as systems to support prevention.

8. Funding evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increased availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities providing free naloxone to anyone in the community.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enabling school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expanding, improving, or developing data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.

7. Public education relating to immunity and Good Samaritan laws.
8. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expanding access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Supporting mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
12. Providing training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Supporting screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in section C, D and H relating to first responders, support the following:

1. Education of law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitations, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment

intervention services, and to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

2. A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid- or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, those that:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (*e.g.*, health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.

4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (*e.g.*, Hawaii HOPE and Dakota 24/7).
7. Epidemiological surveillance of OUD-related behaviors in critical populations, including individuals entering the criminal justice system, including, but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (“ADAM”) system.
8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.