



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

15900 EAST MAIN STREET, LA PUENTE

NOVEMBER 14, 2023

6:00 P.M. CLOSED SESSION

7:00 P.M. REGULAR SESSION

6:00 P.M. CLOSED SESSION

CALL TO ORDER

ROLL CALL

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

PLEDGE OF ALLEGIANCE

ORAL COMMUNICATIONS

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

RECESS INTO CLOSED SESSION

CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL EXISTING LITIGATION - Pursuant to Government Code Section 54956.9 subdivision (d)(1) (City of La Puente v. EML, LLC, LASC Case No. 21PSCV00609)
2. CONFERENCE WITH LEGAL COUNSEL EXISTING LITIGATION - Pursuant to Government Code Section 54956.9 subdivision (d)(1) (City of La Puente v. Dank City et al, LASC Case No. 21PSCV00417)
3. CONFERENCE WITH LEGAL COUNSEL ANTICIPATED LITIGATION - Significant exposure to litigation pursuant to Government Code Section 54956.9 subdivision (d)(2) and (e)(3)(one potential matter)
4. CONFERENCE WITH LEGAL COUNSEL ANTICIPATED LITIGATION - Significant exposure to litigation pursuant to Government Code Section 54956.9 subdivision (d)(2) (three potential matters)
5. PUBLIC EMPLOYEE PERFORMANCE EVALUATION - Title: City Manager pursuant to Government Code Section 54957 subdivision (b)(1).
CONFERENCE WITH LABOR NEGOTIATORS – Title: City Manager pursuant to Government Codes Section 54957.6 subdivision (a).
Agency designated representatives: Mayor and City Council
Unrepresented Employee: City Manager

RECONVENE TO OPEN SESSION

REPORT OUT OF CLOSED SESSION

ADJOURNMENT

7:00 P.M. REGULAR SESSION

CALL TO ORDER

ROLL CALL

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

PLEDGE OF ALLEGIANCE

PRESENTATIONS

Introduction of LEAD Students Participating in the City Council Meeting

Presentation of Certificates of Recognition to Jr. All American Football Athletes

Presentation by Dr. Richard Shope Regarding Upcoming Performances

Los Angeles County Sheriff's Department and La Puente Programs, Re-Employment, Outreach Services (P.R.O.S.) Team 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. All speakers are requested to observe the City's Rules of Decorum when addressing the City Council. (LPMC section 2.04.120.)

BOARDS/COMMISSION/COMMITTEE REPORTS

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

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

A. MINUTES OF PREVIOUS CITY COUNCIL AND SUCCESSOR AGENCY MEETINGS

A-1 READ AND APPROVE THE MINUTES OF THE CITY COUNCIL AND SUCCESSOR AGENCY MEETINGS OF OCTOBER 19, 2023, AND OCTOBER 24, 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 meetings of October 19, 2023 and October 24, 2023.

B. PUBLIC HEARINGS BEFORE THE CITY COUNCIL – None

C. UNFINISHED BUSINESS OF THE CITY COUNCIL – None

D. CITY COUNCIL AND SUCCESSOR AGENCY CONSENT CALENDAR

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

D-1 CONSIDERATION OF A RESOLUTION APPROVING WARRANT RESOLUTION NO. 23-5835

Staff Recommendation: It is recommended that the City Council and Successor Agency adopt Resolution No. 23-5835 approving Warrant Register No. 1562.

D-2 CONSIDERATION OF APPROVAL OF A LANDSCAPE MAINTENANCE AGREEMENT WITH BRIGHTVIEW LANDSCAPE SERVICES, INC. FOR LANDSCAPING MAINTENANCE SERVICES IN THE AMOUNT OF \$411,003.00

Staff Recommendation: It is recommended that the City Council approve the Maintenance Services Agreement with Bright View Landscape Services, Inc. in an amount not to exceed \$411,003.00.

D-3 CONSIDERATION OF CONTRACT CHANGE ORDER FOR THE IMPROVEMENTS AT EIGHT CROSSWALK LOCATIONS, FEDERAL PROJECT NO. HSIPL-5331(021), IN THE AMOUNT OF \$130,000

Staff Recommendation: It is recommended that the City Council authorize the City Manager to execute a contract change order with TOWO Enterprise in the amount of \$130,000.

D-4 CONSIDERATION OF ACCEPTANCE OF NOTICE OF COMPLETION FOR ENERGY SERVICES IMPROVEMENTS

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-5 CONSIDERATION OF AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF LA PUENTE AND US BANK, NA FOR BANKING SERVICES, EXTENDING THE TERM OF THE AGREEMENT FOR AN ADDITIONAL TWO (2) ONE-YEAR TERMS

Staff Recommendation: It is recommended that the City Council: (1) approve Amendment No. 1 to the professional services agreement with US Bank National Association; and (2) authorize the City Manager to execute the amendment on behalf of the City.

D-6 CONSIDERATION OF APPROVAL OF A JOB DESCRIPTION FOR A FULL-TIME CHIEF/DIRECTOR OF PUBLIC SAFETY POSITION

Staff Recommendation: It is recommended that the City Council: (1) approve the job description for the full-time Chief/Director of Public Safety position; (2) authorize the City Manager to make an appointment to the position; and (3) provide any necessary direction to Staff.

D-7 CONSIDERATION OF A RESOLUTION RESCINDING RESOLUTION NO. 23-5804 AND AMENDING THE COMPREHENSIVE PERSONNEL SYSTEM FOR PART-TIME POSITIONS, AND APPROVAL OF A JOB DESCRIPTION FOR THE PART-TIME CONCESSION AND EVENT SPECIALIST POSITION

Staff Recommendation: It is recommended that the City Council: (1) adopt Resolution No. 23-5836 rescinding Resolution No. 23-5804 amending the comprehensive personnel system; and (2) approve the job description for the part-time Concession and Event Specialist position.

D-8 CONSIDERATION OF APPROVAL FOR CARNIVAL AND CAR SHOW EVENTS

Staff Recommendation: It is recommended that the City Council approve the Carnival and Car Show events.

D-9 CONSIDERATION OF A RESOLUTION GRANTING A FEE WAIVER FOR LA PUENTE NATIONAL LITTLE LEAGUE FOR THEIR ANNUAL LA PUENTE NATIONAL LITTLE LEAGUE OPENING DAY PARADE

Staff Recommendation: It is recommended that the City Council adopt Resolution No. 23-5837 approving a request for a fee waiver for the La Puente National Little League Opening Day Parade.

D-10 CONSIDERATION OF A RESOLUTION CASTING THE CITY'S VOTES FOR A COUNCIL MEMBER TO REPRESENT CITIES WITHOUT PRESCRIPTIVE WATER PUMPING RIGHTS ON THE BOARD OF THE SAN GABRIEL BASIN WATER QUALITY AUTHORITY

Staff Recommendation: It is recommended that the City Council adopt Resolution No. 23-5838 casting the City's votes for Valerie Munoz to represent cities without prescriptive water pumping rights on the Board of the San Gabriel Basin Water Quality Authority.

D-11 AMENDING PROGRAM GUIDELINES FOR THE BUSINESS START-UP GRANT PROGRAM

Staff Recommendation: It is recommended that the City Council adopt Resolution No. 23-5839 approving the amendments to the City's Business Start-Up Grant Program.

E. NEW BUSINESS TO BE CONSIDERED BY THE CITY COUNCIL

E-1 CONSIDERATION OF APPOINTMENT TO THE SAN GABRIEL VALLEY MOSQUITO AND VECTOR CONTROL DISTRICT BOARD OF TRUSTEES

Staff Recommendation: It is recommended that the City Council appoint a representative to serve on the San Gabriel Valley Mosquito & Vector Control District Board of Trustees for a two-year term or a four-year term of office.

ADHOC COMMITTEE REPORTS

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

NAME

Code Enforcement and Public Safety 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
Grant Writing Committee

MEMBERS

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

Klinakis/Munoz

AB 1234 REPORTS

ORAL COMMENTS FROM COUNCIL

ORAL COMMENTS FROM STAFF

ADJOURNMENT

AVAILABILITY

Any writings or documents provided to a majority of the City Council/Successor Agency regarding any item on this agenda will be made available for public inspection at the City Clerk Department at City Hall located at 15900 E. Main Street and the Reference Desk at the Library located at 15920 E. Central during normal business hours. In addition, such writings and documents will be posted on the City's website at <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 48 hours prior to the meeting or time when services are needed will assist City staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting or service.

MEETING TIMES

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

CERTIFICATION

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

Dated this 9th day of November, 2023.



Martha Torres, MPA
City Clerk

MINUTES
LA PUENTE CITY COUNCIL AND SUCCESSOR AGENCY
SPECIAL MEETING OF
OCTOBER 19, 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.lapueunte.org.

A Special 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 October 19, 2023, at 8:00 a.m.

CALL TO ORDER

Mayor Klinakis called the meeting to order at 8:07 a.m.

ROLL CALL

Members present: Klinakis, Munoz, Argudo (arrived at 8:09am), Mendoza, Quinones.

Members absent: None.

Staff members present: City Manager Bob Lindsey, City Attorney Jesse Jauregui (via teleconference), City Clerk Martha Torres, Director of Administrative Services Troy Grunklee, Director of Development Services John Di Mario, and Management Assistant Cece Dunlap.

PLEDGE OF ALLEGIANCE

Mayor Klinakis led the Pledge of Allegiance.

PRESENTATIONS

City Manager Lindsey introduced Sergeant Hugo Barajas as the new Sergeant for the Special Assignment Officers team.

Community Outreach Program Coordinator Brian Torres of the Programs, Re-employment, Outreach Services (P.R.O.S.) Team provided an update on recent activity at bus shelters within the City. Community Outreach Program Coordinator Torres also confirmed that the P.R.O.S. Team has been in contact with the BAART Clinic in the City, and that the P.R.O.S. team continues to address health and safety concerns within the City.

ORAL COMMUNICATIONS – None.

BOARDS/COMMISSION/COMMITTEE REPORTS

Mayor Klinakis reported that he attended the monthly meeting of the San Gabriel Valley Mosquito & Vector Control District where discussion included updates on mosquito activity.

- A. MINUTES OF PREVIOUS CITY COUNCIL AND SUCCESSOR AGENCY MEETINGS – None
- B. PUBLIC HEARINGS BEFORE THE CITY COUNCIL – None
- C. UNFINISHED BUSINESS OF THE CITY COUNCIL – None
- D. CITY COUNCIL AND SUCCESSOR AGENCY CONSENT CALENDAR

A motion was made by Council Member Argudo, seconded by Mayor Pro Tem Munoz, to approve Consent Calendar Items D-1 through D-3. The motion carried by the following roll call vote:

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

- D-1 CONSIDERATION OF A RESOLUTION DECLARING AS SURPLUS PROPERTY THREE VEHICLES IN THE CITY’S FLEET, AUTHORIZING THE SALE OF THE SURPLUS VEHICLES BY ENTERPRISE FLEET MANAGEMENT

Action Taken: The City Council: (1) adopted Resolution No. 23-5830 and declare as surplus property, three vehicles in the City’s fleet, authorizing the sale of the surplus vehicles at auction; and (2) authorized the City Manager to execute the Agreements on behalf of the City.

- D-2 CONSIDERATION OF A PURCHASE ORDER CONTRACT WITH EVENT SOUND PROFESSIONALS (ESP) FOR THE PURCHASE AND INSTALLATION OF SOUND SYSTEM, LIGHTING, AND VIDEO AT THE LA PUENTE PARK AMPHITHEATER

Action Taken: The City Council (1) awarded the purchase order contract to ESP in the amount of \$58,628.90; and (2) authorized the City Manager to execute the contract and approve change orders up to 10% of the original proposal amount.

- D-3 CONSIDERATION OF A PURCHASE ORDER CONTRACT WITH SUPERIOR ALARMS SYSTEMS (SAS) FOR THE PURCHASE AND INSTALLATION OF GENETEC VIDEO STORAGE FOR SECURITY CAMERA AND BODY CAMERAS AT VARIOUS CITY LOCATIONS AND A RESOLUTION AMENDING THE FISCAL YEAR 2023/2024 OPERATING AND CAPITAL BUDGETS

Action Taken: The City Council (1) awarded the purchase order contract to SAS in the amount of \$119,227.28; (2) adopted Resolution No. 23-5832 amending the adopted operating and capital budgets for fiscal year 2023/2024; and (3) authorized the City Manager to execute the contract and approve change orders up to 10% of the original proposal amount.

E. NEW BUSINESS TO BE CONSIDERED BY THE CITY COUNCIL

E-1 DISCUSSION AND DIRECTION REGARDING A CONCEPTUAL DESIGN FOR A VETERAN'S MEMORIAL PARK AT THE CITY HALL PLAZA

City Manager Lindsey introduced the item and Director of Development Services Di Mario provided a brief background. Director of Development Services Di Mario presented a proposed site plan map to the Veteran's Memorial and spoke regarding a grant the City received to create a Plaza Park at Central Avenue and its relevance to the possible expansion of the Veteran's Memorial.

Mayor Klinakis stated that after the contract execution and conceptual design were complete, the item would be brought back to Council for further discussion.

In response to an inquiry from Mayor Pro Tem Munoz regarding TAP funding for the Veteran's Memorial and the Central Avenue Plaza Park, Director of Development Services Di Mario confirmed that the funding for the Veteran's Memorial is separate from the Central Avenue Plaza Park.

In response to an inquiry by Council Member Argudo regarding qualified architects, City Manager Lindsey clarified that because the project would use TAP funds, the City would need to contract an architect from the TAP list of qualified consultants. City Manager Lindsey further clarified that qualified consultants can also be added to the TAP list, and dual architects may be utilized, but that due to short-term time constraints, action is necessary to secure funding.

A motion was made by Mayor Pro Tem Munoz, seconded by Council Member Argudo, to authorize the City Manager to select an Architect from TAP's list of qualified consultants and enter into a contract for up to \$75,000.00 to produce two formal design options for the Veteran's Memorial Park. The motion carried by the following roll call vote:

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

ADHOC COMMITTEE REPORTS

Code Enforcement Committee: Mayor Klinakis reported that the ad hoc committee met on Monday, October 16, 2023, and stated that additional information would be brought back to the City Council at a future meeting.

Mayor Klinakis renamed the Code Enforcement Ad Hoc Committee to Code Enforcement and Public Safety Ad Hoc Committee.

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.

Mayor Klinakis established the Grant Writing Ad Hoc Committee and appointed himself and Mayor Pro Tem Munoz to serve on that committee.

AB 1234 REPORTS – None

ORAL COMMENTS FROM COUNCIL

Council Member Quinones requested that the meeting be adjourned in memory of Samantha Rodriguez.

Mayor Klinakis spoke regarding Samantha Rodriguez's memorial services, which would be held at La Puente Park on Monday, October 23, 2023.

Mayor Klinakis spoke on his attendance at the District Attorney Candidate Debate at the Pacific Palms Resort.

ORAL COMMENTS FROM STAFF

City Manager Lindsey spoke regarding the memorial services for Samantha Rodriguez.

City Manager Lindsey also spoke regarding other upcoming City events including Trunk or Treat, which would take place on Friday, October 27, 2023, and thanked residents and City Staff for their time, hard work, and contributions.

ADJOURNMENT

There being no further business before the City Council, Mayor Klinakis adjourned the meeting in memory of Samantha Rodriguez at 8:40 a.m.

Approved this 14th day of November, 2023.

Martha Torres, MPA
City Clerk

Charlie Klinakis
Mayor/Chair

MINUTES
LA PUENTE CITY COUNCIL AND SUCCESSOR AGENCY
CLOSED SESSION AND REGULAR MEETING OF
OCTOBER 24, 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 Closed Session and Regular Meeting of the City Council of the City of La Puente was held in the Council Chambers of City Hall, 15900 East Main Street, La Puente, California, on Tuesday, October 24, 2023, at 6:00 p.m.

6:00 P.M. CLOSED SESSION

CALL TO ORDER

Mayor Klinakis called the meeting to order at 6:06 p.m.

ROLL CALL

Members present: Klinakis, Munoz, Argudo (arrived at 6:08 pm), Mendoza, Quinones.

Members absent: None.

Staff members present: City Manager Bob Lindsey, City Attorney Jesse Jauregui, Assistant City Attorney Susie Altamirano, City Clerk Martha Torres, Director of Administrative Services Troy Grunklee.

PLEDGE OF ALLEGIANCE

Council Member Quinones led the Pledge of Allegiance.

ORAL COMMUNICATIONS – None.

RECESS INTO CLOSED SESSION

City Attorney Jauregui brought to the attention of the City Council a significant exposure to litigation pursuant to Government Code Section 54956.9 subdivision (b)(2) that the City had been made aware of only recently, and that under 54954.2 subsection (b)(2), the City Council could vote to add the item to the Closed Session agenda.

A motion was made by Mayor Klinakis, seconded by Mayor Pro Tem Munoz, to add the urgency item onto the agenda. The motion carried by the following roll call vote:

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

The City Council recessed into closed session at 6:09 p.m. to discuss the items as posted on the agenda, in addition to the closed session urgency item.

CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL EXISTING LITIGATION - Pursuant to Government Code Section 54956.9 subdivision (d)(1) (Saturnino De Horta v. City of La Puente, WCAB No. ADJ175637986)
2. CONFERENCE WITH LEGAL COUNSEL ANTICIPATED LITIGATION - Initiation of litigation pursuant to Government Code Section 54956.9 subdivision (d)(4) (one potential case)
3. CONFERENCE WITH LEGAL COUNSEL ANTICIPATED LITIGATION - Significant exposure to litigation pursuant to Government Code Section 54956.9 subdivision (d)(2) (one potential case)
4. PUBLIC EMPLOYEE PERFORMANCE EVALUATION - Title: City Manager pursuant to Government Codes Section 54957
5. CONFERENCE WITH LEGAL COUNSEL ANTICIPATED LITIGATION - Significant exposure to litigation pursuant to Government Code Section 54956.9 subdivision (b)(2) (one potential case)

RECONVENE TO OPEN SESSION

The City Council reconvened to open session at 7:20 p.m.

REPORT OUT OF CLOSED SESSION

City Attorney Jauregui reported out of closed session and stated that pursuant to closed session Item No. 1 the City Council approved the retention of Siegel, Moreno, & Stettler, APC to handle the matter of Saturnino De Horta v. City of La Puente, WCAB No. ADJ175637986. With respect to Item No. 2, there was no approval of any initiation of further litigation. With respect to Item No. 3, further direction was given to the City Attorney and Staff. With respect to Item No. 5 that was brought as an urgency Item under 54954.2 subsection (b)(2), the urgency matter was discussed and there was approval to refer the matter to the JPIA. With respect to Item No. 4, further direction was provided to the City Attorney on that matter.

7:00 P.M. REGULAR SESSION

CALL TO ORDER

Mayor Klinakis called the meeting to order at 7:22 p.m.

ROLL CALL

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

Members absent: None.

Staff members present: City Manager Bob Lindsey, City Attorney Jesse Jauregui, City Clerk Martha Torres, Director of Administrative Services Troy Grunklee, Director of Development Services John Di Mario, Director of Community Services Alexander Bauman, Finance Manager Alexander Merkel Medina, Office Specialist Jackie Cortez.

PLEDGE OF ALLEGIANCE

Council Member Mendoza led the Pledge of Allegiance.

PRESENTATIONS

Lisa Woung of the Los Angeles County Public Works Department provided a presentation and update regarding the Puente Creek Bikeway Project.

Eli Tawil of La Puente Live presented a check to the La Puente Community Foundation and spoke regarding a swap meet at the Community Center held in conjunction with the Foundation.

City Manager Lindsey and Mayor Klinakis presented an Employee Recognition Award to Pascual Beltran for his hard work and dedication to the City.

Sergeant Barajas of the Los Angeles County Sheriff's Department provided a briefing on the Students Run LA 5k run through La Puente.

ORAL COMMUNICATIONS

Joe commented on the speed of cars traveling on Temple Avenue and the possible redistricting of schools in the area.

Stephanie Serrano spoke regarding the possible redistricting of schools in the area and housing in the City.

Diana Herrera submitted a written comment regarding the advertisement of City information.

Claire Simonich submitted a written comment regarding the implementation of the Superior Court's new bail policy, the Pre-Arrestment Release Protocols (PARP).

BOARDS/COMMISSION/COMMITTEE REPORTS – None

A. MINUTES OF PREVIOUS CITY COUNCIL AND SUCCESSOR AGENCY MEETINGS

A-1 READ AND APPROVE THE MINUTES OF THE CITY COUNCIL AND SUCCESSOR AGENCY MEETINGS OF SEPTEMBER 12, SEPTEMBER 20, AND SEPTEMBER 26, 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 meetings of September 12, September 20, and September 26, 2023. The motion carried by the following roll call vote:

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

B. PUBLIC HEARINGS BEFORE THE CITY COUNCIL – None

C. UNFINISHED BUSINESS OF THE CITY COUNCIL – None

D. CITY COUNCIL AND SUCCESSOR AGENCY CONSENT CALENDAR

Mayor Pro Tem Munoz pulled Item D-5 for further discussion.

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

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

D-1 CONSIDERATION OF A RESOLUTION APPROVING WARRANT RESOLUTION NO. 23-5833

Action Taken: The City Council and Successor Agency adopted Resolution No. 23-5833 approving Warrant Register No. 1561.

D-2 PRESENTATION OF SEPTEMBER 2023 INVESTMENT REPORT

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

D-3 PRESENTATION OF SEPTEMBER 2023 REQUISITION SUMMARY REPORT

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

D-4 SECOND READING OF AN ORDINANCE AMENDING TITLE 8 (BUILDING REGULATIONS) OF THE LA PUENTE MUNICIPAL CODE ADDING CHAPTER 8.50 SETTING FORTH PROCEDURES FOR AN EXPEDITED PERMIT PROCESS FOR ELECTRIC VEHICLE CHARGING SYSTEMS AND ADOPTION OF A RESOLUTION FOR AN APPLICATION CHECKLIST FOR THE EXPEDITED PERMIT PROCESS FOR ELECTRIC VEHICLE CHARGING SYSTEMS

Action Taken: The City Council: (1) adopted Ordinance No. 23-983, an ordinance of the City Council of the City of La Puente amending Title 8 (Building Regulations) of the La Puente Municipal Code adding Chapter 8.50 setting forth procedures for an expedited permit process for Electric Vehicle Charging Systems; and (2) adopted Resolution No. 23-5829 for an application checklist for the expedited permit process for electric vehicle charging systems.

D-5 CONSIDERATION OF A RESOLUTION RESCINDING RESOLUTION NO. 23-5813 AND AMENDING THE COMPREHENSIVE PERSONNEL SYSTEM FOR FULL-TIME POSITIONS TO ADD A FULL-TIME CHIEF/DIRECTOR OF PUBLIC SAFETY

This item was pulled by Mayor Pro Tem Munoz for further discussion.

City Manager Lindsey provided additional information regarding the Code Enforcement team, the P.R.O.S. team, and park security.

Mayor Pro Tem Munoz requested additional information regarding the full budgetary expenses for City personnel.

Council Member Argudo agreed and requested additional information regarding budgetary expenses for City personnel.

In response to an inquiry by Mayor Pro Tem Munoz to the Code Enforcement and Public Safety ad hoc committee regarding a presentation providing a general review of the Code Enforcement budget, Mayor Klinakis stated that the ad hoc committee will continue to meet with Staff and gather additional information.

Discussion ensued regarding the details of the job description and duties.

A motion was made by Mayor Pro Tem Munoz, seconded by Mayor Klinakis, to (1) adopt Resolution No. 23-5834 rescinding resolution No. 23-5813 amending the comprehensive personnel system; and (2) approve the job description for the full-time Chief/ Director of Public Safety position. The motion carried by the following roll call vote:

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

E. NEW BUSINESS TO BE CONSIDERED BY THE CITY COUNCIL

E-1 PRESENTATION OF SEPTEMBER 2023 BUDGET REPORT

Finance Manager Merkel Medina provided a report regarding the September 2023 budget.

In response to an inquiry from Mayor Klinakis regarding sales tax, Finance Manager Merkel Medina clarified that a portion of the decline would be due to the closure of Ed Butts Ford.

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

E-2 DISCUSSION AND DIRECTION REGARDING A CONCEPTUAL DESIGN FOR A DOG PARK/ANIMAL SHELTER AND CONSIDERATION OF CONTRACT WITH TAP QUALIFIED ARCHITECTURAL CONTRACTOR UTILIZING MEASURE A FUNDING IN AN AMOUNT NOT TO EXCEED \$90,000

Senior Code Enforcement Supervisor Buckwell provided a brief presentation on the conceptual design for a dog park/animal shelter in the City.

Council Member Argudo stated that the additional green space and centralizing the animal control services is a great idea. He further suggested that the exit to Valley Boulevard be reconsidered due to the challenges of traffic.

City Manager Lindsey clarified that similar to the Veteran's Memorial Park, this project would need to meet TAP grant requirements.

In response to an inquiry from Mayor Pro Tem Munoz regarding the kennel design, Senior Code Enforcement Supervisor Buckwell clarified the goals and key points of the project.

A motion was made by Mayor Pro Tem Munoz, seconded by Council Member Argudo, to authorize the City Manager to select an Architect from TAP's list of qualified consultants and enter into a contract for up to \$90,000.00 to produce formal design options for the Dog Park and Animal Shelter. The motion carried by the following roll call vote:

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

AD HOC COMMITTEE REPORTS

Code Enforcement and Public Safety Committee: Mayor Klinakis reported that the ad hoc committee met and would continue meeting.

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

Project LEAD Committee: Council Member Quinones reported that he met with 7 of the Project LEAD schools to reconfigure the structure of Project LEAD. He further spoke regarding an upcoming City Hall visit from three schools, followed by a Mock City Council Meeting that is scheduled for November 14, 2023.

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.

Grant Writing Committee: Nothing to report.

AB 1234 REPORTS

ORAL COMMENTS FROM COUNCIL

Council Member Mendoza spoke regarding the Students Run LA 5k run through La Puente.

Council Member Quinones spoke regarding housing in La Puente and potential school reconfiguration in response to a public comment.

Council Member Argudo spoke regarding the Students Run LA event as well as housing and additional green space in La Puente.

Discussion ensued regarding housing and land use in the City.

Mayor Klinakis commented on his attendance at the Memorial for Samantha Rodriguez.

Mayor Klinakis requested to allocate a portion of his ARPA discretionary funds for purchasing utility vests and ballistic shields for the Sheriff's deputies of the Special Assignment Officers Team.

In response to an inquiry from Mayor Klinakis regarding the requirements for the City's Business Start-Up Grant, Director of Development Services Di Mario directed interested individuals to contact Rehabilitation Grants Specialist Gisel Rubio.

Discussion ensued regarding underground infrastructure updates and repairs for businesses in Downtown La Puente.

ORAL COMMENTS FROM STAFF

City Manager Lindsey commented on the success of the Students Run LA 5K run through La Puente.

Director of Community Services Bauman provided an update regarding upcoming events, including the following: Trunk or Treat on October 27, 2023, the Dia de Los Muertos Downtown Festival on November 4, 2023, the Veteran's Dinner on November 8, 2023, the Veteran's Day Ceremony on November 11, 2023, the Special Olympics Golf Tournament on November 4, 2023, and the Senior Center Halloween Dance on October 31, 2023.

City Manager Lindsey stated that Senator Bob Archuleta confirmed that he will be attending the Veteran's Dinner on November 8, 2023.

Mayor Klinakis thanked the Los Angeles County Sheriff's deputies and the S.A.O. team for their hard work at the Industry Sheriff's Station Youth Activities League event. He further thanked the City of Industry for their support to the family of Samantha Rodriguez.

Council Member Argudo requested the meeting be adjourned in memory of West Covina Police Officer Matthew Ortiz.

Community Engagement Supervisor Cardona spoke regarding upcoming La Puente Community Foundation events, including the Dia de Los Muertos After Dark at the Park event scheduled for November 4, 2023, and the New Years Eve Gala set for December 31, 2023.

ADJOURNMENT

There being no further business before the City Council, Mayor Klinakis adjourned the meeting in memory of West Covina Police Officer Matthew Ortiz at 9:08 p.m.

Approved this 14th day of November, 2023.

Martha Torres , MPA
City Clerk

Charlie Klinakis
Mayor/Chair

RESOLUTION NO. 23-5835

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF LA PUENTE ALLOWING CERTAIN CLAIMS AND
DEMANDS IN THE AMOUNT \$1,601,306.38 (WARRANT
REGISTER 1562)**

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 11127 through 11258 ACH(s) numbered 625 through 631, and Draft numbered 02254 through 02278 except for voided warrant 11137, 11170, 11171, and 11172 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 14th day of November 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

Check Register Report

By Payment Number

Payment Dates 10/16/2023 - 11/3/2023

Payment Number	Payment Date	Vendor #	Vendor Name	Account Number	Payment Amount
Payment Number	Payable Number	Description	Vendor Name	Account Number	Item Amount
625	10/20/2023	SEIUCO	COPE FUND		10.00
	INV0009753	COPE FUND CONTRIBUTION		100-20380	3.04
	INV0009753	COPE FUND CONTRIBUTION		260-20380	1.96
	INV0009827	COPE FUND CONTRIBUTION		100-20380	3.10
	INV0009827	COPE FUND CONTRIBUTION		260-20380	1.90
626	10/20/2023	SEIU	SEIU - LOCAL 721		1,961.41
	INV0009752	EMPLOYEE DUES		100-20380	792.25
	INV0009752	EMPLOYEE DUES		200-20380	30.40
	INV0009752	EMPLOYEE DUES		203-20380	6.46
	INV0009752	EMPLOYEE DUES		205-20380	2.72
	INV0009752	EMPLOYEE DUES		210-20380	39.13
	INV0009752	EMPLOYEE DUES		215-20380	3.25
	INV0009752	EMPLOYEE DUES		260-20380	45.32
	INV0009752	EMPLOYEE DUES		283-20380	22.68
	INV0009752	EMPLOYEE DUES		285-20380	33.03
	INV0009826	EMPLOYEE DUES		100-20380	816.31
	INV0009826	EMPLOYEE DUES		200-20380	25.48
	INV0009826	EMPLOYEE DUES		203-20380	3.79
	INV0009826	EMPLOYEE DUES		205-20380	4.32
	INV0009826	EMPLOYEE DUES		210-20380	37.49
	INV0009826	EMPLOYEE DUES		215-20380	3.25
	INV0009826	EMPLOYEE DUES		260-20380	47.46
	INV0009826	EMPLOYEE DUES		283-20380	20.82
	INV0009826	EMPLOYEE DUES		285-20380	27.25
627	10/20/2023	ACTNET	ACTIVE NETWORK		65.00
	CB2023AUG_019	CHARGEBACK-AGUIRRE		100-4100-53111	65.00
628	10/20/2023	SGVCOR	SAN GABRIEL VALLEY CONSERVATION CORPS		94,398.25
	SGVCONS-023	09/01-15 SGV CONS #23		280-3300-53111	50,179.82
	SGVCONS-024	09/16-30 SGV CONS#24		280-3300-53111	44,218.43
629	10/20/2023	TANKO	TANKO LIGHTING		1,284.50
	69187	10/23 ST LIGHT MTCE-GLENDORA		285-3330-53111	1,284.50
630	11/3/2023	GLOURB	GLOBAL URBAN STRATEGIES, INC		23,755.00
	451	10/23 LOCAL AGING GRANT		280-3300-53111	7,755.00
	452	SOCIAL MEDIA TECHNOLOGY		100-4140-53416	16,000.00
631	11/3/2023	TITHQC	TITAN HQ		7,573.50
	077517	2023-2026 3YR SPAM FILTER		550-6100-53017	7,573.50
11127	10/20/2023	STADIS	CALIFORNIA STATE DISBURSEMENT UNIT		423.00
	INV0009816	CHILD SUPPORT		100-20399	423.00
11128	10/20/2023	NATRS	NATIONWIDE RETIREMENT		230.00
	INV0009820	Employee Contribution		100-20340	218.45
	INV0009820	Employee Contribution		200-20340	2.31
	INV0009820	Employee Contribution		203-20340	2.31
	INV0009820	Employee Contribution		205-20340	2.31
	INV0009820	Employee Contribution		210-20340	2.31
	INV0009820	Employee Contribution		215-20340	2.31
11129	10/20/2023	FTB	STATE OF CALIFORNIA FRANCHISE TAX BOARD		212.45
	INV0009817	PR WITHOLDING ORDER		100-20399	212.45

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Payment Dates: 10/16/2023 - 11/3/2023

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
11130	10/20/2023	USBANK	U.S BANK PARS ACCT# 6746022400		5,424.26
	INV0009800	PARS RETIREMENT		100-20340	36.31
	INV0009824	PARS RETIREMENT		100-20340	4,853.62
	INV0009824	PARS RETIREMENT		203-20340	136.36
	INV0009824	PARS RETIREMENT		205-20340	152.50
	INV0009824	PARS RETIREMENT		260-20340	121.36
	INV0009824	PARS RETIREMENT		285-20340	124.11
11131	10/20/2023	ROLADR	ADRIAN ROLON		37.00
	INV0009802	LIVE SCAN REIM-ROLON		100-4110-53980	37.00
11132	10/20/2023	AMABUS	AMAZON CAPITAL SERVICES INC		1,339.53
	169J-WCN6-1WR6	EMERGENCY GUIDEBOOK		100-2110-53011	84.81
	19WX-FQJN-GKKW	MTCE-JACKETS		100-3330-53015	244.23
	1CTL-6HKL-WTML	HALLOWEEN INFLATABLE PUMPKIN		100-4140-53979	109.99
	1F3D-PJY4-3V4F	CANNON LENSE		275-1125-54585	658.90
	1M4N-VN3R-XHFK	OFFICE SUPPLIES		100-1150-53011	99.40
	1N3M-3MQW-711G	BINDING PRESENTATION COVERS		100-1150-53011	25.62
	1RPL-3HJY-3W7P	DOG LEASH BULK PACK (5)		100-2130-53011	116.58
11133	10/20/2023	AMERLE	AMERICAN LEGAL		492.37
	28197	2023 S-22 MUNICIPAL CODE PUBLISHING		100-1120-53412	328.11
	28257	2023 S-22 ONLINE MUNICIPAL CODE PUBLISHING		100-1120-53412	164.26
11134	10/20/2023	BLAWAT	BLACKWATER SECURITY		17,103.33
	1902-1216	10/23 PARK SECURITY SVC		100-2110-53111	17,103.33
11135	10/20/2023	COMSUI	COMFORT SUITES		981.20
	INV0009810	HOMELESS OUTREACH-SHELTER		100-3325-53111	981.20
11136	10/20/2023	CONCEN	CONCENTRA		121.00
	80746481	09/28 PRE EMPLOYMENT PHYSICAL		100-1135-53406	121.00
11138	10/20/2023	DAKOTA	DAKOTA BACKFLOW CO		110.00
	57331	BACKFLOW TESTING		100-4130-53811	110.00
11139	10/20/2023	DAROLI	DAPEER, ROSENBLIT & LITVAK, LLP		5,748.30
	22107	09/23 LEGAL SVC-CODE ENF		100-2110-53114	1,969.20
	22108	09/23 LEGAL SVC-CODE ENF		100-2110-53114	3,779.10
11140	10/20/2023	DEKRA	DEKRA-LITE		143.88
	ARINV020589	MILITARY BANNER-ACEVES		100-48140	143.88
11141	10/20/2023	DSA	DIVISION OF THE STATE ARCHITECT		160.00
	INV0009809	S1186-JUL-AUG-SEP 2023		100-42160	160.00
11142	10/20/2023	DOUPLA	DOUBLE PLAY PIZZA		89.00
	029132	LUNCH-CODE ENF MTG		100-2110-53972	89.00
11143	10/20/2023	SAMSAR	DR. SAMIR SARGIOS DVM		5,000.00
	020	10/23 VIDA MONTHLY RENT		100-2130-53111	5,000.00
11144	10/20/2023	EDISON	EDISON CO		50,785.10
	INV0009831	08/25-09/25 ELEC-15612 TEMPLE		285-3330-53712	12,644.37
	INV0009832	08/25-09/25 ELEC-15614 TEMPLE		285-3330-53712	4,959.63
	INV0009833	09/23 ELEC-VARIOUS		200-3120-53713	7,891.29
	INV0009834	08/08-09/08 ELEC-VARIOUS		200-3120-53713	445.11
	INV0009835	09/23 ELEC-ST LIGHTS LS-2B		285-3330-53712	2,097.90
	INV0009836	09/23 ELEC-1744 ST LIGHTS LS-1/OPTION E		285-3330-53712	12,905.54
	INV0009837	08/17-09/17 ELEC-14746 TEMPLE		200-3120-53713	17.24
	INV0009838	08/31-10/01 ELEC-15250 TEMPLE		200-3120-53713	30.44
	INV0009839	08/31-10/01 ELEC-14951 NELSON		200-3120-53713	54.29
	INV0009840	08/23 ELEC-15200 E NELSON		200-3120-53713	9,583.30
	INV0009841	08/25-09/25 ELEC-14416 AMAR		200-3120-53713	69.10

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Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
	INV0009842	08/17-09/17 ELEC-16159 TEMPLE		200-3120-53713	17.24
	INV0009843	08/07-09/05 ELEC-13798 TMEPLE		200-3120-53713	69.65
11145	10/20/2023 23179	ESP AUDIOVISUAL-PARK AMPHITHEATER	EVENT SOUND PROFESSIONALS	100-5596-59300	19,965.00 19,965.00
11146	10/20/2023 70501	FREHOR LP PARK-PLANTS	FREMONTIA HORTICULTURAL	285-3330-53822	941.99 941.99
11147	10/20/2023 025777885 025777904 025825860	GALLS POLO SHIRTS-ARGUDO POLO SHIRTS-ARGUDO ANIMAL CONTROL-UNIFORM	GALLS	100-1100-53976 100-1100-53976 100-2130-53015	349.88 163.10 163.10 23.68
11148	10/20/2023 001	GUEJC 09/23 JUDO CLASS PYMT	GUERREROS ATHLETIC FOUNDATION	100-4100-53111	2,072.00 2,072.00
11149	10/20/2023 605275630	HILLYARD GYM CLEANING SUPPLIES	HILLYARD/LOS ANGELES	100-4110-53012	438.77 438.77
11150	10/20/2023 INV0009803	MARJAV LIVE SCAN REIM-MARTINEZ	JAVIER MARTINEZ JR	100-4110-53980	37.00 37.00
11151	10/20/2023 INV0009806	BOJAZ FACILITY DEPOSIT REFUND-BOLANOS	JAZMIN BOLANOS	600-20230	250.00 250.00
11152	10/20/2023 121378 121414	JCLBAR FOUL BALL SIGNS RED CURB PAINT	JCL TRAFFIC	285-3330-53822 200-3120-53821	1,178.96 298.34 880.62
11153	10/20/2023 INV0009804	CARKEV LIVE SCAN REIM-CARRILLO	KEVIN CARRILLO	100-4110-53980	37.00 37.00
11154	10/20/2023 240553EC	LACSHF 07/03 IDT JULY 4TH CELEBRATION	LA CO SHERIFF'S DEPT	100-2100-53183	17,623.04 17,623.04
11155	10/20/2023 35720	LOCKSP CH-RE KEY	LOCKS PLUS, INC	100-1150-53012	758.55 758.55
11156	10/20/2023 71 INV0009844	MARK COFFEE SHOP-TABLES/CHAIRS PARK AMPHITHEATER AUDIOVISUAL STRUCTURE	MARK'S WELDING SERVICE	100-5596-59300 100-5596-59300	29,960.00 19,960.00 10,000.00
11157	10/20/2023 23318 23319 23320 23321 23322 23323 23324 23325 23326 23327	OMLO 09/23 LEGAL-GENERAL 09/23 LEGAL-CITY COUNCIL 09/23 LEGAL-CODE ENFORCEMENT 09/23 LEGAL-CITY CLERK 09/23 LEGAL-FINANCE 09/23 LEGAL-RISK MANAGEMENT 09/23 LEGAL-PUBLIC WORKS 09/23 LEGAL-LEWIS V CITY OF LP 09/23 LEGAL-COMMUNITY FOUNDATION 09/23 LEGAL-PLANNING	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	18,906.53 5,464.00 6,903.51 1,111.51 1,054.00 1,140.00 374.00 110.00 176.00 380.00 2,193.51
11158	10/20/2023 2 2 2 2	ONYPV 09/23 LOCAL ST IMPROVEMENT RETENTION 09/23 LOCAL ST IMPROVEMENT PYMT#2 09/23 LOCAL ST IMPROVEMENT RETENTION 09/23 LOCAL ST IMPROVEMENT PYMT#2	ONYX PAVING COMPANY INC	405-20220 405-5598-59300 410-20220 410-5598-59300	536,961.85 -19,489.83 389,796.60 -8,771.32 175,426.40
11159	10/20/2023 3607-377513 3607-381732	OREILLY PULLER LIGHT BULBS	O'REILLY AUTO PARTS	100-3100-53012 555-3150-53812	19.15 24.19 25.69

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Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
	3607-384091	BATTERY ACID/FUNNEL		555-3150-53812	34.06
	OPCM-50635	VEH SUPPLIES		555-3150-53812	-57.10
	OPCM-52525	VEH SUPPLIES		555-3150-53812	-7.69
11160	10/20/2023	SGVCMA	S.G.V. CITY MANAGERS ASSOC.		55.00
	INV0009808	ANNUAL MEMBERSHIP-SGVCMA		100-1110-53971	55.00
11161	10/20/2023	STAPLE	STAPLES CREDIT PLAN		606.76
	3548670819	CERTIFICATE PAPER		100-1150-53011	70.95
	3548670822	FILE POCKETS/TAPE		100-1130-53011	88.29
	3548670823	OFFICE SUPPLIES		100-1150-53011	91.94
	3548670824	LABEL PROTECTOR/FOLDERS		100-1150-53011	100.69
	3548670826	DESK STAPLER/TAPE		100-1150-53011	138.88
	3548670828	OFFICE SUPPLIES		100-1150-53011	116.01
11162	10/20/2023	STIAN	STILES ANIMAL REMOVAL, INC.		200.00
	3760	09/23 ANIMAL DISPOSAL SVC		100-2130-53111	200.00
11163	10/20/2023	TERMI	TERMINIX PROCESSING CENTER		47.00
	438854770	10/06 CC PST CONTROL		285-3330-53813	47.00
11164	10/20/2023	UNIPRI	UNIQUE PRINTING		1,477.00
	45367	RECOGNITION WOODEN PLAQUE		100-3300-53111	1,477.00
11165	10/20/2023	UNREN	UNITED RENTALS		6,050.00
	226099803-1	LIGHT TOWER PORTABLE MAGNUM PRO MLT6SM		555-3150-54484	6,050.00
11166	10/20/2023	CASVAL	VALERIE CASTANEDA		37.00
	INV0009805	LIVE SCAN REIM-CASTANEDA		100-1135-53406	37.00
11167	10/20/2023	VOLDEF	VOLUNTEERS IN DEFENSE OF ANIMALS		7,247.00
	INV0009807	09/23 ANIMAL SHELTER SVC		100-2130-53111	7,247.00
11168	10/20/2023	FERWHI	WHITTIER FERTILIZER CO		238.14
	403885	SOIL		285-3330-53822	238.14
11169	10/20/2023	CORCON	CORRAL CONSTRUCTION & DEVELOPMENT INC.		42,940.00
	702101-1	LP PARK WEST RESTROOM RETENTION		100-20220	-2,260.00
	702101-1	LP PARK WEST RESTROOM PAYMT #5		100-5596-59300	45,200.00
11173	10/27/2023	BIGBEL	BIGBELLY SOLAR		11,238.40
	47222	SOLAR TRASH/RECYCLE COMPACTOR-LP PARK		100-5596-59300	11,238.40
11174	10/27/2023	TIMEWA	CHARTER COMMUNICATIONS		105.28
	0029105101423	10/14-11/13 SC CABLE/INTERNET		100-4130-53715	105.28
11175	10/27/2023	CHRPER	CHRISTOPHER PEREZ ARIAS		1,050.00
	10	Fitness Classes - Instructor Payment		263-3320-53111	1,050.00
11176	10/27/2023	CINTA	CINTAS CORPORATION #693		106.24
	4170597663	10/12 CH MAT RENTAL		100-1150-53813	106.24
11177	10/27/2023	INDUSTRY	CITY OF INDUSTRY		53,287.21
	INV0009846	23/24 VALLEY BLVD WALL LOAN PYMT		400-3120-53990	53,287.21
11178	10/27/2023	CELHOL	CLIPA, LLC		32,200.00
	082325-1	Holiday Decorations-DEPOSIT		100-4140-53979	32,200.00
11179	10/27/2023	EDISON	EDISON CO		11,771.35
	INV0009853	08/25-09/25 ELEC-YLAC		100-4110-53712	9,409.04
	INV0009854	08/30-09/28 ELEC-CH SOLAR PANELS		100-1150-53712	2,005.27
	INV0009855	09/07-10/04 ELEC-VARIOUS		200-3120-53713	357.04
11180	10/27/2023	EWIIRR	EWING IRRIGATION PRODUCTS INC.		1,181.56
	20705273	IRRIGATION SUPPLIES		285-3330-53814	196.80

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	20743176	IRRIGATION SUPPLIES		285-3330-53814	984.76
11181	10/27/2023 52454	FRANKL 07/25 SR CENTER A/C MTCE	FRANKLIN AIR CONDITIONING &	100-4130-53811	305.50 305.50
11182	10/27/2023 025873638 025920931	GALLS PROS TEAM-POLO SHIRTS CODE-UNIFORMS	GALLS	100-3325-53015 100-2110-53015	226.70 167.36 59.34
11183	10/27/2023 102423	GT1COL REPAIR-CHEVY SILVERADO	GT1 COLLISION REPAIR INC	555-3150-53812	2,532.65 2,532.65
11184	10/27/2023 4744	HACLWN MTCE TOOLS	HACIENDA LAWNMOWER SHOP	100-3100-53012	39.25 39.25
11185	10/27/2023 90098	HACOUT MTCE-CAPS	HACIENDA OUTLET	100-3330-53015	180.00 180.00
11186	10/27/2023 1010-0923	HELHEA 09/23 HELUNA-09 YWFP	HELUNA HEALTH	280-3300-53111	44,126.26 44,126.26
11187	10/27/2023 14784002	AMEPAP CH JANITORIAL SUPPLIES	IMPERIAL DADE WEST COAST	100-1150-53012	459.21 459.21
11188	10/27/2023 026330	INVTO DJ SERVICE-DIA DE LOS MUERTOS	INVISIBLE TOUCH INC	100-4140-53979	1,500.00 1,500.00
11189	10/27/2023 124132	ITSGAS BALLOON SERVICES FOR TRUNK-OR-TREAT 2023	IT'S A GAS, INC	100-4140-53979	1,009.05 1,009.05
11190	10/27/2023 121380 121381 121382 121413	JCLBAR ST SIGNS ST SIGNS ST SIGNS ST SIGN POSTS	JCL TRAFFIC	200-3120-53821 200-3120-53821 200-3120-53821 200-3120-53821	2,215.10 500.76 169.79 654.83 889.72
11191	10/27/2023 INV0009850	JOSREY 10/02-14 SHOPPING CART MILEAGE REIM	JOSE REYES	555-3150-53014	493.89 493.89
11192	10/27/2023 1850	KSKFAC 07/23 CH JANITORIAL SVC	KSK FACILITIES	100-1150-53813	1,915.00 1,915.00
11193	10/27/2023 15799	MANCIL FLYERS-ICSC EVENT	MANCILLA'S QUALITY PRINTING LLC	100-3300-53972	110.00 110.00
11194	10/27/2023 INV0009857 INV0009858	MACNOE DJ SVC-TRUNK OR TREAT DJ SVC-DIA DE LOS MUERTOS EVENT	NOE MACIAS	100-4140-53979 100-4140-53979	450.00 250.00 200.00
11195	10/27/2023 1013038	QUINMO FUEL	QUINTIN'S MOBIL	555-3150-53014	176.97 176.97
11196	10/27/2023 4247480	AQMD SR CTR ICE ELEC GEN DIESEL	SOUTH COAST AQMD	100-4130-53811	504.91 504.91
11197	10/27/2023 2308-279655	SOUTH CAP FORM TOOL	SOUTHEAST CONSTRUCTION PRODUCTS	100-3330-53012	31.53 31.53
11198	10/27/2023 7070022911	SOUTIR TIRE	SOUTHERN TIRE MART	555-3150-53812	60.00 60.00
11199	10/27/2023 INV0009852	STLOUI ST LOUIS OF FRANCE-STAGE/PAPER PRODUCTS REIM	ST. LOUIS OF FRANCE	263-3320-53011	2,441.68 2,441.68
11200	10/27/2023 21381	SYSENE ENERGY EFF PROJ RETENTION	SYSERCO ENERGY SOLUTIONS, INC	400-20220	29,635.57 -1,559.77

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Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
	21381	ENERGY EFF PROJ PYMT#11		400-5608-59300	31,195.34
11201	10/27/2023	TERMI	TERMINIX PROCESSING CENTER		193.00
	438856105	10/06 CC PEST CONTROL		285-3330-53813	50.00
	438856117	10/06 YLAC PEST CONTROL		285-3330-53813	53.00
	438858614	10/06 SR CENTER PEST CONTROL		100-4130-53813	90.00
11202	10/27/2023	GASCO	THE GAS COMPANY		459.91
	INV0009848	08/31-10/03 GAS-SR CENTER		100-4130-53711	147.85
	INV0009849	09/01-10/04 GAS-YLAC		100-4110-53711	86.99
	INV0009856	09/01-10/04 GAS-PARK SVCS		285-3330-53711	225.07
11203	10/27/2023	THESAU	THE SAUCE CREATIVE SERVICES CORP		170.41
	6485	POLO SHIRTS-PLANNING COMMISSION		100-3300-53976	170.41
11204	10/27/2023	LIRA	TONYA LIRA		250.00
	INV0009851	FACILITY DEPOSIT REIM-LIRA		600-20230	250.00
11205	10/27/2023	INCODE	TYLER TECHNOLOGIES, INC.		36,320.55
	025-438549	23/24 INCODE ANNUAL SAAS FEES		550-6100-53111	36,320.55
11206	10/27/2023	ULINE	ULINE		1,959.14
	168775554	IBC TANK/UTILITY CART		100-3100-53012	916.32
	168819700	MTCE-STEEL SHELVEING		100-3330-53012	1,042.82
11207	10/27/2023	WESCO	WEST COAST ARBORISTS INC		7,709.93
	205706	09/16-30 PKWY TREE MTCE		200-3120-53815	7,709.93
11208	10/27/2023	WILFIN	WILLDAN FINANCIAL SERVICES		8,336.00
	010-56195	CDIAC REPORTING FY 2022/2023		203-3120-53111	600.00
	010-56195	CDIAC REPORTING FY 2022/2023		205-3120-53111	600.00
	010-56468	09/23 COAST ALLOCATION PLAN/USER FEE STUDY		100-1130-53111	7,136.00
11209	10/27/2023	BENADE	ADELAIDE PILAR MUSIC		200.00
	INV0009859	TRUMPET PERFORMANCE-VETERANS DAY		100-4140-53979	200.00
11210	10/27/2023	AMABUS	AMAZON CAPITAL SERVICES INC		760.56
	1D9Y-CW9C-TJVK	MTCE-JACKETS		100-3330-53015	61.34
	1HQL-6DMK-7T43	CANDY-TRUNK OR TREAT EVENT		100-4140-53979	460.02
	1K7C-QYMQ-3VNG	OFFICE SUPPLIES		100-1150-53011	86.80
	1VH6-P1HN-6V63	DEPOSIT BANK BAGS		100-1130-53011	152.40
11211	10/27/2023	AMERI	AMERINAT		43.24
	23-4508	07-09/23 LOAN MONITORING RETRO		100-3320-53111	43.24
11212	11/3/2023	AMABUS	AMAZON CAPITAL SERVICES INC		592.33
	11JQ-D44H-71W1	CANDY BAGS		100-4140-53979	39.04
	14F9-XGQF-22LR	CHRISTMAS TREE LIGHTING		100-4140-53979	420.15
	16TH-P334-3KD4	OFFICE SUPPLIES		100-1150-53011	63.88
	1N3C-DTCY-3VN1	CLEAR DESK PAD-PROS TEAM		100-3325-53111	37.16
	1T9J-96L4-4RQ9	OFFICE SUPPLIES		100-1150-53011	32.10
11213	11/3/2023	AVOITA	AVOLIO'S ITALIAN RESTAURANT		1,605.13
	INV0009861	Veteran's Day Dinner Food		100-4140-53979	1,605.13
11214	11/3/2023	B2PRIN	B2 PRINT		608.40
	0012354	PARKING WARNING FORMS		100-2110-53411	608.40
11215	11/3/2023	BIGTRE	BIG TREES NURSERY		4,615.00
	8109	BOXED TREES 24"-100 & INSTALLATION		100-5596-59600	4,615.00
11216	11/3/2023	CBE4AM	CBE OFFICE SOLUTIONS		1,224.81
	IN2670494	09/20-10/19 FACILITY COPIER		100-1150-53911	1,224.81

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11217	11/3/2023 0400926101023	TIMEWA 10/10-11/09 FIBER 1GBPS	CHARTER COMMUNICATIONS	100-1150-53715	1,343.00 1,343.00
11218	11/3/2023 57449	DAKOTA SR CENTER BACKFLOW TEST	DAKOTA BACKFLOW CO	100-4130-53811	350.00 350.00
11219	11/3/2023 INV0009890	EXTOFF 11/23 PHONE SERVICE	EXTENDED OFFICE SOLUTIONS INC	100-1150-53715	626.01 626.01
11220	11/3/2023 INV0009893	VERIC 10/16-11/18 PHONE-CH MAIN	FRONTIER COMMUNICATIONS	100-1150-53715	58.51 58.51
11221	11/3/2023 GSC-009	GOODW 09/23 PAYROLL	GOODWILL OF SOUTHERN CALIFORNIA	280-3300-53111	106,263.11 106,263.11
11222	11/3/2023 9845383703 9852326348 9868555815	GRAING FAN-SNACK BAR FAN MOTOR-CH RESTROOM FAN MOTOR-CH RESTROOM	GRAINGER	100-3330-53822 100-1150-53813 100-1150-53813	1,360.07 222.83 568.62 568.62
11223	11/3/2023 1945	GROLAB SOUND AND STAGE SERVICES DDLM 23	GROOVELABS, LLC	100-4140-53979	9,900.40 9,900.40
11224	11/3/2023 SIN032881	HDLCC 10-12/23 PROPERTY TAX	HDL COREN & CONE	100-1130-53111	2,903.75 2,903.75
11225	11/3/2023 LPGRANT003	HEAANI SPAY & NEUTER PROGRAM	HEART	263-3320-53111	8,000.00 8,000.00
11226	11/3/2023 124133	ITSGAS Balloons for Dia De Los Muertos	IT'S A GAS, INC	100-4140-53979	2,609.55 2,609.55
11227	11/3/2023 INV0009887	JACAR ENTERTAINMENT SERVICES FOR DIA DE LOS MUERTO...	JACOB ARECHIGA - THE FLASHBAX	100-4140-53979	1,800.00 1,800.00
11228	11/3/2023 121507 121508	JCLBAR TRAFFIC SIGNAGE PARK SIGNAGE	JCL TRAFFIC	200-3120-53821 100-3330-53822	1,027.09 869.98 157.11
11229	11/3/2023 161119	GONSALV 11/23 LEGISLATIVE SVC	JOE A. GONSALVES & SON	100-1100-53111	2,500.00 2,500.00
11230	11/3/2023 018	CHICO ENTERTAINMENT SERVICES FOR DIA DE LOS MUERTO...	JOE ESPINOSA	100-4140-53979	1,100.00 1,100.00
11231	11/3/2023 INV0009884	DIMJOH ICSC CONFERENCE REIM-DIMARIO	JOHN DIMARIO	100-3300-53972	228.00 228.00
11232	11/3/2023 IN240000241	LACRDD 12/22-08/23 TS NELSON@SUNSET	LA CO DEPT PUBLIC WORKS	200-3120-53819	1,810.76 1,810.76
11233	11/3/2023 RE-PW-23101001844 RE-PW-23101002206 RE-PW-23101002246	LACRD 09/23 IW LA PUENTE 09/23 TS MAINT DDG 09/23 TS MAINT DDG	LA CO DEPT PUBLIC WORKS	100-3110-53121 200-3120-53819 200-3120-53819	6,819.15 1,922.79 4,851.17 45.19
11234	11/3/2023 IN0433882	LACFD FY 23-24 CH HZRD MTRL PROG	LA CO FIRE DEPT	100-1150-53813	454.00 454.00
11235	11/3/2023 91970	MODES SR CENTER FENCE PAINTING	MODERN DESIGNS PAINTING & WALLCOVERING	100-4130-53813	3,112.00 3,112.00
11236	11/3/2023 280478	NEXREQ PUBLIC RECORD REQUEST ONLINE PORTAL	NEXT REQUEST	100-1120-53111	11,976.00 11,976.00

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11237	11/3/2023 3607-384884	OREILLY BATTERY	O'REILLY AUTO PARTS	555-3150-53812	1,360.90 1,360.90
11238	11/3/2023 INV0009883	QUAD POSTAGE	QUADIENT	100-1150-53211	3,109.91 3,109.91
11239	11/3/2023 1014779	QUINMO FUEL	QUINTIN'S MOBIL	555-3150-53014	62.85 62.85
11240	11/3/2023 028	RAMPAR CANOPY RENTAL-VETERANS DAY EVENT	RAMIREZ PARTY RENTALS	100-4140-53979	445.00 445.00
11241	11/3/2023 6020954	REGION 08/23 EZ/FOOTHILL MONTHLY PASS	REGIONAL TAP SERVICE CENTER	210-3130-53915	2,043.11 2,043.11
11242	11/3/2023 INV0009894 INV0009895 INV0009896	SGVWC 09/05-10/05 WTR-935 IRRIG PUENTE 09/05-10/05 WTR-545 IRRIG PUENTE 09/05-10/05 WTR-13760 IRRIG	S.G.V. WATER CO	200-3120-53714 200-3120-53714 200-3120-53714	765.83 182.34 310.03 273.46
11243	11/3/2023 4250442	AQMD FY 23/24 SC EMISSIONS FEES	SOUTH COAST AQMD	100-4130-53811	160.35 160.35
11244	11/3/2023 180022712117 180022712121 180022715169 180022715179 180032397054 180061802238 180071576385 180071576437	SOSUBW 09/23-10/23 WTR-6000060264 09/23-10/23 WTR-6000060246 09/23-10/23 WTR-6000078315 09/23-10/23 WTR-6000078449 09/23-10/23 WTR-6000064023 09/23-10/23 WTR-6000133466 09/23-10/23 WTR-6000076363 09/23-10/23 WTR-6000076674	SUBURBAN WATER SYSTEMS	200-3120-53714 200-3120-53714 200-3120-53714 200-3120-53714 200-3120-53714 200-3120-53714 200-3120-53714 200-3120-53714	1,288.42 110.51 207.06 64.72 135.64 112.49 178.18 363.08 116.74
11245	11/3/2023 237671	SUPALA COMM CTR-ALARM REPAIR	SUPERIOR ALARM SYSTEMS	100-4100-53811	365.00 365.00
11246	11/3/2023 438857394 438857465	TERMI 10/06 CH PEST CONTROL 10/06 CH PEST CONTROL	TERMINIX PROCESSING CENTER	100-1150-53813 100-1150-53813	182.00 85.00 97.00
11247	11/3/2023 INV0009892	GASCO 09/01-10/04 WTR-CITY HALL	THE GAS COMPANY	100-1150-53711	19.64 19.64
11248	11/3/2023 169408835 169563270	ULINE TRASH CANS TRASH CANS	ULINE	100-3330-53822 100-3330-53822	1,867.10 933.92 933.18
11249	11/3/2023 225017666-1	UNREN BOOM TELESCOPIC RENTAL	UNITED RENTALS	285-3330-53822	3,133.81 3,133.81
11250	11/3/2023 INV0009860	CASVAL BOOT REIM-CASTANEDA	VALERIE CASTANEDA	100-3330-53015	200.00 200.00
11251	11/3/2023 206224	WESCO 10/01-15 PKWY TREE MTCE	WEST COAST ARBORISTS INC	200-3120-53815	8,784.40 8,784.40
11252	11/3/2023 006-26384	WILENG 09/23 LP HACIENDA-PRICHARD HAWK	WILLDAN ENGINEERING	100-3100-53111	700.00 700.00
11253	11/3/2023 010-56331	WILFIN 23/24 CSMP ADMIN	WILLDAN FINANCIAL SERVICES	500-3210-53111	3,000.00 3,000.00
11254	11/3/2023 INV0009865	STADIS CHILD SUPPORT	CALIFORNIA STATE DISBURSEMENT UNIT	100-20399	423.00 423.00

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11255	11/3/2023	NATRS	NATIONWIDE RETIREMENT		230.00
	INV0009871	Employee Contribution		100-20340	218.45
	INV0009871	Employee Contribution		200-20340	2.31
	INV0009871	Employee Contribution		203-20340	2.31
	INV0009871	Employee Contribution		205-20340	2.31
	INV0009871	Employee Contribution		210-20340	2.31
	INV0009871	Employee Contribution		215-20340	2.31
11256	11/3/2023	RELIAN	RELIANCE STANDARD LIFE INS.		3,568.23
	INV0009864	LIFE INSURANCE		100-20320	633.32
	INV0009864	LIFE INSURANCE		200-20320	25.00
	INV0009864	LIFE INSURANCE		202-20320	1.38
	INV0009864	LIFE INSURANCE		203-20320	11.68
	INV0009864	LIFE INSURANCE		205-20320	11.51
	INV0009864	LIFE INSURANCE		210-20320	17.06
	INV0009864	LIFE INSURANCE		215-20320	6.22
	INV0009864	LIFE INSURANCE		260-20320	38.33
	INV0009864	LIFE INSURANCE		283-20320	9.53
	INV0009864	LIFE INSURANCE		285-20320	8.97
	INV0009869	LTD INSURANCE		100-20330	1,200.11
	INV0009869	LTD INSURANCE		200-20330	53.91
	INV0009869	LTD INSURANCE		202-20330	7.42
	INV0009869	LTD INSURANCE		203-20330	33.62
	INV0009869	LTD INSURANCE		205-20330	33.26
	INV0009869	LTD INSURANCE		210-20330	46.50
	INV0009869	LTD INSURANCE		215-20330	29.97
	INV0009869	LTD INSURANCE		260-20330	72.89
	INV0009869	LTD INSURANCE		283-20330	17.94
	INV0009869	LTD INSURANCE		285-20330	16.81
	INV0009876	STD INSURANCE		100-20330	1,025.75
	INV0009876	STD INSURANCE		200-20330	46.13
	INV0009876	STD INSURANCE		202-20330	6.34
	INV0009876	STD INSURANCE		203-20330	28.76
	INV0009876	STD INSURANCE		205-20330	28.45
	INV0009876	STD INSURANCE		210-20330	39.76
	INV0009876	STD INSURANCE		215-20330	25.63
	INV0009876	STD INSURANCE		260-20330	62.28
	INV0009876	STD INSURANCE		283-20330	15.31
	INV0009876	STD INSURANCE		285-20330	14.39
11257	11/3/2023	FTB	STATE OF CALIFORNIA FRANCHISE TAX BOARD		131.45
	INV0009866	PR WITHOLDING ORDER		100-20399	131.45
11258	11/3/2023	USBANK	U.S BANK PARS ACCT# 6746022400		5,991.59
	INV0009875	PARS RETIREMENT		100-20340	5,243.79
	INV0009875	PARS RETIREMENT		203-20340	185.33
	INV0009875	PARS RETIREMENT		205-20340	165.21
	INV0009875	PARS RETIREMENT		260-20340	201.15
	INV0009875	PARS RETIREMENT		285-20340	196.11
DFT0002254	10/20/2023	AFLAC	AFLAC		93.75
	INV0009814	EMPLOYEE LIFE ASSURANCE		100-20399	90.15
	INV0009814	EMPLOYEE LIFE ASSURANCE		260-20399	3.60
DFT0002255	10/20/2023	AFLAC	AFLAC		167.37
	INV0009815	EMPLOYEE INSURANCE		100-20399	143.70
	INV0009815	EMPLOYEE INSURANCE		260-20399	23.67
DFT0002256	10/20/2023	ICMARC	MISSION SQUARE RETIREMENT		30.16
	INV0009818	EMPLOYEE LOAN REPYMT		100-20399	19.94
	INV0009818	EMPLOYEE LOAN REPYMT		200-20399	2.72

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	INV0009818	EMPLOYEE LOAN REPYMT		203-20399	0.68
	INV0009818	EMPLOYEE LOAN REPYMT		205-20399	0.68
	INV0009818	EMPLOYEE LOAN REPYMT		210-20399	4.10
	INV0009818	EMPLOYEE LOAN REPYMT		215-20399	0.68
	INV0009818	EMPLOYEE LOAN REPYMT		260-20399	1.36
DFT0002257	10/20/2023	ICMARC	MISSION SQUARE RETIREMENT		1,600.00
	INV0009819	EMPLOYEE CONTRIBUTIONS		100-20399	920.89
	INV0009819	EMPLOYEE CONTRIBUTIONS		200-20399	71.52
	INV0009819	EMPLOYEE CONTRIBUTIONS		202-20399	55.38
	INV0009819	EMPLOYEE CONTRIBUTIONS		203-20399	101.62
	INV0009819	EMPLOYEE CONTRIBUTIONS		205-20399	103.60
	INV0009819	EMPLOYEE CONTRIBUTIONS		210-20399	134.87
	INV0009819	EMPLOYEE CONTRIBUTIONS		215-20399	139.33
	INV0009819	EMPLOYEE CONTRIBUTIONS		260-20399	72.79
DFT0002258	10/20/2023	PERSYS-RETIRE	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM		17,964.88
	INV0009821	EMPLOYER CONTRIBUTION		100-20360	14,377.99
	INV0009821	EMPLOYER CONTRIBUTION		200-20360	625.72
	INV0009821	EMPLOYER CONTRIBUTION		202-20360	69.93
	INV0009821	EMPLOYER CONTRIBUTION		203-20360	391.51
	INV0009821	EMPLOYER CONTRIBUTION		205-20360	397.14
	INV0009821	EMPLOYER CONTRIBUTION		210-20360	600.62
	INV0009821	EMPLOYER CONTRIBUTION		215-20360	231.52
	INV0009821	EMPLOYER CONTRIBUTION		260-20360	691.97
	INV0009821	EMPLOYER CONTRIBUTION		283-20360	118.76
	INV0009821	EMPLOYER CONTRIBUTION		285-20360	459.72
DFT0002259	10/20/2023	PERSYS-RETIRE	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM		13,642.38
	INV0009822	PERS- NEW EMPLOY CONTRB		100-20399	11,004.11
	INV0009822	PERS- NEW EMPLOY CONTRB		200-20399	389.73
	INV0009822	PERS- NEW EMPLOY CONTRB		202-20399	68.03
	INV0009822	PERS- NEW EMPLOY CONTRB		203-20399	287.86
	INV0009822	PERS- NEW EMPLOY CONTRB		205-20399	290.76
	INV0009822	PERS- NEW EMPLOY CONTRB		210-20399	393.84
	INV0009822	PERS- NEW EMPLOY CONTRB		215-20399	209.49
	INV0009822	PERS- NEW EMPLOY CONTRB		260-20399	487.17
	INV0009822	PERS- NEW EMPLOY CONTRB		283-20399	115.57
	INV0009822	PERS- NEW EMPLOY CONTRB		285-20399	395.82
DFT0002260	10/20/2023	PERSYS-RETIRE	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM		26.80
	INV0009823	EMPLOYEE PORTION		100-20360	26.80
DFT0002261	10/20/2023	PERSYS-RETIRE	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM		57.00
	INV0009825	SURVIVORS LIFE INSURANCE		100-20350	47.61
	INV0009825	SURVIVORS LIFE INSURANCE		200-20350	1.28
	INV0009825	SURVIVORS LIFE INSURANCE		202-20350	0.09
	INV0009825	SURVIVORS LIFE INSURANCE		203-20350	0.70
	INV0009825	SURVIVORS LIFE INSURANCE		205-20350	0.70
	INV0009825	SURVIVORS LIFE INSURANCE		210-20350	1.26
	INV0009825	SURVIVORS LIFE INSURANCE		215-20350	0.35
	INV0009825	SURVIVORS LIFE INSURANCE		260-20350	1.71
	INV0009825	SURVIVORS LIFE INSURANCE		283-20350	0.49
	INV0009825	SURVIVORS LIFE INSURANCE		285-20350	2.81
DFT0002262	10/20/2023	EMPLOY	EMPLOYMENT DEVELOPMENT DEPT		7,261.65
	INV0009828	STATE INCOME TAX		100-20310	6,178.51
	INV0009828	STATE INCOME TAX		200-20310	152.00
	INV0009828	STATE INCOME TAX		202-20310	37.80
	INV0009828	STATE INCOME TAX		203-20310	131.86
	INV0009828	STATE INCOME TAX		205-20310	130.23

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	INV0009828	STATE INCOME TAX		210-20310	190.34
	INV0009828	STATE INCOME TAX		215-20310	118.72
	INV0009828	STATE INCOME TAX		260-20310	165.22
	INV0009828	STATE INCOME TAX		283-20310	64.88
	INV0009828	STATE INCOME TAX		285-20310	92.09
DFT0002263	10/20/2023	IRSPR	IRS PAYROLL TAX DEPOSIT		20,277.46
	INV0009829	FEDERAL WITHHOLDING		100-20300	17,125.31
	INV0009829	FEDERAL WITHHOLDING		200-20300	392.35
	INV0009829	FEDERAL WITHHOLDING		202-20300	99.40
	INV0009829	FEDERAL WITHHOLDING		203-20300	358.60
	INV0009829	FEDERAL WITHHOLDING		205-20300	373.50
	INV0009829	FEDERAL WITHHOLDING		210-20300	542.00
	INV0009829	FEDERAL WITHHOLDING		215-20300	309.22
	INV0009829	FEDERAL WITHHOLDING		260-20300	607.72
	INV0009829	FEDERAL WITHHOLDING		283-20300	164.51
	INV0009829	FEDERAL WITHHOLDING		285-20300	304.85
DFT0002264	10/20/2023	IRSPR	IRS PAYROLL TAX DEPOSIT		7,482.15
	INV0009830	MEDICARE TAX		100-20300	6,315.32
	INV0009830	MEDICARE TAX		200-20300	144.04
	INV0009830	MEDICARE TAX		202-20300	23.92
	INV0009830	MEDICARE TAX		203-20300	155.02
	INV0009830	MEDICARE TAX		205-20300	162.36
	INV0009830	MEDICARE TAX		210-20300	149.51
	INV0009830	MEDICARE TAX		215-20300	73.82
	INV0009830	MEDICARE TAX		260-20300	220.24
	INV0009830	MEDICARE TAX		283-20300	50.22
	INV0009830	MEDICARE TAX		285-20300	187.70
DFT0002265	10/27/2023	WEXBANK	WEX BANK		10,939.28
	92609117	10/23 FUEL PURCHASE		555-3150-53014	10,939.28
DFT0002266	11/3/2023	AFLAC	AFLAC		93.75
	INV0009862	EMPLOYEE LIFE ASSURANCE		100-20399	89.35
	INV0009862	EMPLOYEE LIFE ASSURANCE		260-20399	4.40
DFT0002267	11/3/2023	AFLAC	AFLAC		167.37
	INV0009863	EMPLOYEE INSURANCE		100-20399	138.44
	INV0009863	EMPLOYEE INSURANCE		260-20399	28.93
DFT0002268	11/3/2023	ICMARC	MISSION SQUARE RETIREMENT		30.16
	INV0009867	EMPLOYEE LOAN REPYMT		100-20399	19.94
	INV0009867	EMPLOYEE LOAN REPYMT		200-20399	2.72
	INV0009867	EMPLOYEE LOAN REPYMT		203-20399	0.68
	INV0009867	EMPLOYEE LOAN REPYMT		210-20399	4.78
	INV0009867	EMPLOYEE LOAN REPYMT		215-20399	0.68
	INV0009867	EMPLOYEE LOAN REPYMT		260-20399	1.36
DFT0002269	11/3/2023	ICMARC	MISSION SQUARE RETIREMENT		1,600.00
	INV0009868	EMPLOYEE CONTRIBUTIONS		100-20399	800.40
	INV0009868	EMPLOYEE CONTRIBUTIONS		200-20399	71.52
	INV0009868	EMPLOYEE CONTRIBUTIONS		202-20399	55.38
	INV0009868	EMPLOYEE CONTRIBUTIONS		203-20399	101.62
	INV0009868	EMPLOYEE CONTRIBUTIONS		205-20399	102.47
	INV0009868	EMPLOYEE CONTRIBUTIONS		210-20399	185.61
	INV0009868	EMPLOYEE CONTRIBUTIONS		215-20399	193.72
	INV0009868	EMPLOYEE CONTRIBUTIONS		260-20399	89.28
DFT0002270	11/3/2023	CPERS-HEALTH	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM		63,714.58
	INV0009870	HEALTH INSURANCE		100-20399	49,787.77
	INV0009870	HEALTH INSURANCE		200-20399	2,526.02

Check Register Report

Payment Dates: 10/16/2023 - 11/3/2023

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
	INV0009870	HEALTH INSURANCE		202-20399	181.49
	INV0009870	HEALTH INSURANCE		203-20399	1,354.09
	INV0009870	HEALTH INSURANCE		205-20399	1,332.84
	INV0009870	HEALTH INSURANCE		210-20399	1,769.46
	INV0009870	HEALTH INSURANCE		215-20399	744.02
	INV0009870	HEALTH INSURANCE		260-20399	4,368.63
	INV0009870	HEALTH INSURANCE		283-20399	642.91
	INV0009870	HEALTH INSURANCE		285-20399	1,007.35
DFT0002271	11/3/2023	PERSYS-RETIRE	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM		17,681.64
	INV0009872	EMPLOYER CONTRIBUTION		100-20360	13,836.68
	INV0009872	EMPLOYER CONTRIBUTION		200-20360	715.71
	INV0009872	EMPLOYER CONTRIBUTION		202-20360	69.93
	INV0009872	EMPLOYER CONTRIBUTION		203-20360	408.97
	INV0009872	EMPLOYER CONTRIBUTION		205-20360	402.77
	INV0009872	EMPLOYER CONTRIBUTION		210-20360	547.58
	INV0009872	EMPLOYER CONTRIBUTION		215-20360	287.66
	INV0009872	EMPLOYER CONTRIBUTION		260-20360	913.09
	INV0009872	EMPLOYER CONTRIBUTION		283-20360	155.65
	INV0009872	EMPLOYER CONTRIBUTION		285-20360	343.60
DFT0002272	11/3/2023	PERSYS-RETIRE	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM		13,351.95
	INV0009873	PERS- NEW EMPLY CONTRB		100-20399	10,419.55
	INV0009873	PERS- NEW EMPLY CONTRB		200-20399	477.29
	INV0009873	PERS- NEW EMPLY CONTRB		202-20399	68.03
	INV0009873	PERS- NEW EMPLY CONTRB		203-20399	304.84
	INV0009873	PERS- NEW EMPLY CONTRB		205-20399	301.64
	INV0009873	PERS- NEW EMPLY CONTRB		210-20399	402.52
	INV0009873	PERS- NEW EMPLY CONTRB		215-20399	274.41
	INV0009873	PERS- NEW EMPLY CONTRB		260-20399	660.03
	INV0009873	PERS- NEW EMPLY CONTRB		283-20399	151.44
	INV0009873	PERS- NEW EMPLY CONTRB		285-20399	292.20
DFT0002273	11/3/2023	PERSYS-RETIRE	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM		26.80
	INV0009874	EMPLOYEE PORTION		100-20360	26.80
DFT0002274	11/3/2023	PERSYS-RETIRE	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM		56.00
	INV0009877	SURVIVORS LIFE INSURANCE		100-20350	45.87
	INV0009877	SURVIVORS LIFE INSURANCE		200-20350	1.62
	INV0009877	SURVIVORS LIFE INSURANCE		202-20350	0.09
	INV0009877	SURVIVORS LIFE INSURANCE		203-20350	0.76
	INV0009877	SURVIVORS LIFE INSURANCE		205-20350	0.74
	INV0009877	SURVIVORS LIFE INSURANCE		210-20350	1.05
	INV0009877	SURVIVORS LIFE INSURANCE		215-20350	0.40
	INV0009877	SURVIVORS LIFE INSURANCE		260-20350	2.48
	INV0009877	SURVIVORS LIFE INSURANCE		283-20350	0.65
	INV0009877	SURVIVORS LIFE INSURANCE		285-20350	2.34
DFT0002275	11/3/2023	EMPLOY	EMPLOYMENT DEVELOPMENT DEPT		7,320.50
	INV0009880	STATE INCOME TAX		100-20310	6,096.59
	INV0009880	STATE INCOME TAX		200-20310	173.62
	INV0009880	STATE INCOME TAX		202-20310	37.80
	INV0009880	STATE INCOME TAX		203-20310	141.04
	INV0009880	STATE INCOME TAX		205-20310	131.87
	INV0009880	STATE INCOME TAX		210-20310	193.90
	INV0009880	STATE INCOME TAX		215-20310	154.77
	INV0009880	STATE INCOME TAX		260-20310	236.46
	INV0009880	STATE INCOME TAX		283-20310	68.36
	INV0009880	STATE INCOME TAX		285-20310	86.09

Check Register Report

Payment Dates: 10/16/2023 - 11/3/2023

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
DFT0002276	11/3/2023	IRSPR	IRS PAYROLL TAX DEPOSIT		20,799.06
	INV0009881	FEDERAL WITHHOLDING		100-20300	17,144.56
	INV0009881	FEDERAL WITHHOLDING		200-20300	464.34
	INV0009881	FEDERAL WITHHOLDING		202-20300	99.40
	INV0009881	FEDERAL WITHHOLDING		203-20300	410.98
	INV0009881	FEDERAL WITHHOLDING		205-20300	386.34
	INV0009881	FEDERAL WITHHOLDING		210-20300	562.42
	INV0009881	FEDERAL WITHHOLDING		215-20300	403.94
	INV0009881	FEDERAL WITHHOLDING		260-20300	891.70
	INV0009881	FEDERAL WITHHOLDING		283-20300	180.87
	INV0009881	FEDERAL WITHHOLDING		285-20300	254.51
DFT0002277	11/3/2023	IRSPR	IRS PAYROLL TAX DEPOSIT		7,745.50
	INV0009882	MEDICARE TAX		100-20300	6,393.41
	INV0009882	MEDICARE TAX		200-20300	174.78
	INV0009882	MEDICARE TAX		202-20300	23.92
	INV0009882	MEDICARE TAX		203-20300	179.98
	INV0009882	MEDICARE TAX		205-20300	171.04
	INV0009882	MEDICARE TAX		210-20300	151.81
	INV0009882	MEDICARE TAX		215-20300	96.52
	INV0009882	MEDICARE TAX		260-20300	312.28
	INV0009882	MEDICARE TAX		283-20300	62.16
	INV0009882	MEDICARE TAX		285-20300	179.60
DFT0002278	11/3/2023	CPERS-HEALTH	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM		16,854.78
	INV0009897	11/23 RETRIEES HEALTH INSURANCE		100-1135-51314	16,597.78
	INV0009897	11/23 CalPerss Admin Fee		100-1135-51314	257.00
Grand Total:					1,601,306.38

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL FUND	514,090.73
200 - GAS TAX FUND	54,328.62
202 - RMRA (SB 1)	905.73
203 - MEASURE M FUND	5,341.43
205 - MEASURE R FUND	5,291.27
210 - PROP A FUND	8,063.34
215 - PROP C FUND	3,312.19
260 - CDBG PROGRAM FUND	10,376.74
263 - AMERICAN RESCUE PLAN ACT FUND	11,491.68
275 - PEG ACCESS FUND	658.90
280 - MISCELLANEOUS GRANTS FUND	252,542.62
283 - MEASURE A SAFE PARKS FUND	1,862.75
285 - LIGHTING & LANDSCAPE MAINTENANCE	44,090.20
400 - CAPITAL PROJECTS FUND	82,922.78
405 - 2019A CAPITAL PROJECT FUND	370,306.77
410 - 2019B CAPITAL PROJECT FUND	166,655.08
500 - SEWER CONSTRUCTION/MAINTENANCE FUND	3,000.00
550 - EQUIPMENT REPLACEMENT FUND	43,894.05
555 - VEHICLE MAINTENANCE & REPLACEMENT FUND	21,671.50
600 - SPECIAL DEPOSIT FUND	500.00
Grand Total:	1,601,306.38

Account Summary

Account Number	Account Name	Payment Amount
100-1100-53111	Contract Services - Priva...	2,500.00
100-1100-53976	Special Departmental	326.20
100-1110-53114	Legal Services - General	18,906.53
100-1110-53971	Dues & Memberships	55.00
100-1120-53111	Contract Services - Priva...	11,976.00
100-1120-53412	Municipal Code Publishi...	492.37
100-1130-53011	Operating Supplies	240.69
100-1130-53111	Contract Services - Priva...	10,039.75
100-1135-51314	Health Insurance	16,854.78
100-1135-53406	Recruitment Expenses	158.00
100-1150-53011	Operating Supplies	826.27
100-1150-53012	Small Tools & Equipment	1,217.76
100-1150-53211	Postage & Mailing Servic...	3,109.91
100-1150-53711	Utility - Gas	19.64
100-1150-53712	Utility - Electricity	2,005.27
100-1150-53715	Utility - Communications	2,027.52
100-1150-53813	Facility Maintenance	3,794.48
100-1150-53911	Equipment Lease/Rental	1,224.81
100-20220	Retention Payable	-2,260.00
100-20300	FIT Payable	46,978.60
100-20310	SIT Payable	12,275.10
100-20320	Life Ins Payable	633.32
100-20330	LTD Payable	2,225.86
100-20340	PARS	10,570.62
100-20350	Group Insurance	93.48
100-20360	PERS	28,268.27
100-20380	Union Dues	1,614.70
100-20399	Other Payroll Deductions	74,624.14
100-2100-53183	Special Event Services	17,623.04
100-2110-53011	Operating Supplies	84.81
100-2110-53015	Uniform/Boot Reimburs...	59.34
100-2110-53111	Contract Services - Priva...	17,103.33
100-2110-53114	Legal Services - General	5,748.30

Account Summary

Account Number	Account Name	Payment Amount
100-2110-53411	Printing & Publishing	608.40
100-2110-53972	Conferences & Meetings	89.00
100-2130-53011	Operating Supplies	116.58
100-2130-53015	Uniform/Boot Reimburs...	23.68
100-2130-53111	Contract Services - Priva...	12,447.00
100-3100-53012	Small Tools & Equipment	979.76
100-3100-53111	Contract Services - Priva...	700.00
100-3110-53121	Industrial Waste Inspect...	1,922.79
100-3300-53111	Contract Services - Priva...	1,477.00
100-3300-53972	Conferences & Meetings	338.00
100-3300-53976	Special Departmental	170.41
100-3320-53111	Contract Services - Priva...	43.24
100-3325-53015	Uniform/Boot Reimburs...	167.36
100-3325-53111	Contract Services-Private	1,018.36
100-3330-53012	Small Tools & Equipment	1,074.35
100-3330-53015	Uniform/Boot Reimburs...	685.57
100-3330-53822	Park Maintenance & Re...	2,247.04
100-4100-53111	Contract Services - Priva...	2,137.00
100-4100-53811	Equipment Maintenance	365.00
100-4110-53012	Small Tools & Equipment	438.77
100-4110-53711	Utility - Gas	86.99
100-4110-53712	Utility - Electricity	9,409.04
100-4110-53980	Sports Activities	111.00
100-4130-53711	Utility - Gas	147.85
100-4130-53715	Utility - Communications	105.28
100-4130-53811	Equipment Maintenance	1,430.76
100-4130-53813	Facility Maintenance	3,202.00
100-4140-53416	Social Media Technology	16,000.00
100-4140-53979	Special Events	53,848.33
100-42160	SB 1186 (CASP Fee)	160.00
100-48140	Military Banner Donation	143.88
100-5596-59300	Construction Costs	106,363.40
100-5596-59600	Other Services	4,615.00
200-20300	FIT Payable	1,175.51
200-20310	SIT Payable	325.62
200-20320	Life Ins Payable	25.00
200-20330	LTD Payable	100.04
200-20340	PARS	4.62
200-20350	Group Insurance	2.90
200-20360	PERS	1,341.43
200-20380	Union Dues	55.88
200-20399	Other Payroll Deductions	3,541.52
200-3120-53713	Utility - Hwy Lights	18,534.70
200-3120-53714	Utility - Water	2,054.25
200-3120-53815	Parkway Tree Maintena...	16,494.33
200-3120-53819	Signal Maintenance	6,707.12
200-3120-53821	Traffic Markings/Signs	3,965.70
202-20300	FIT Payable	246.64
202-20310	SIT Payable	75.60
202-20320	Life Ins Payable	1.38
202-20330	LTD Payable	13.76
202-20350	Group Insurance	0.18
202-20360	PERS	139.86
202-20399	Other Payroll Deductions	428.31
203-20300	FIT Payable	1,104.58
203-20310	SIT Payable	272.90
203-20320	Life Ins Payable	11.68
203-20330	LTD Payable	62.38

Account Summary

Account Number	Account Name	Payment Amount
203-20340	PARS	326.31
203-20350	Group Insurance	1.46
203-20360	PERS	800.48
203-20380	Union Dues	10.25
203-20399	Other Payroll Deductions	2,151.39
203-3120-53111	Contract Services - Priva...	600.00
205-20300	FIT Payable	1,093.24
205-20310	SIT Payable	262.10
205-20320	Life Ins Payable	11.51
205-20330	LTD Payable	61.71
205-20340	PARS	322.33
205-20350	Group Insurance	1.44
205-20360	PERS	799.91
205-20380	Union Dues	7.04
205-20399	Other Payroll Deductions	2,131.99
205-3120-53111	Contract Services - Priva...	600.00
210-20300	FIT Payable	1,405.74
210-20310	SIT Payable	384.24
210-20320	Life Ins Payable	17.06
210-20330	LTD Payable	86.26
210-20340	PARS	4.62
210-20350	Group Insurance	2.31
210-20360	PERS	1,148.20
210-20380	Union Dues	76.62
210-20399	Other Payroll Deductions	2,895.18
210-3130-53915	Public Transit Subsidy	2,043.11
215-20300	FIT Payable	883.50
215-20310	SIT Payable	273.49
215-20320	Life Ins Payable	6.22
215-20330	LTD Payable	55.60
215-20340	PARS	4.62
215-20350	Group Insurance	0.75
215-20360	PERS	519.18
215-20380	Union Dues	6.50
215-20399	Other Payroll Deductions	1,562.33
260-20300	FIT Payable	2,031.94
260-20310	SIT Payable	401.68
260-20320	Life Ins Payable	38.33
260-20330	LTD Payable	135.17
260-20340	PARS	322.51
260-20350	Group Insurance	4.19
260-20360	PERS	1,605.06
260-20380	Union Dues	96.64
260-20399	Other Payroll Deductions	5,741.22
263-3320-53011	Operating Supplies	2,441.68
263-3320-53111	Contract Services - Priva...	9,050.00
275-1125-54585	Furniture/Office Equipm...	658.90
280-3300-53111	Contract Services - Priva...	252,542.62
283-20300	FIT Payable	457.76
283-20310	SIT Payable	133.24
283-20320	Life Ins Payable	9.53
283-20330	LTD Payable	33.25
283-20350	Group Insurance	1.14
283-20360	PERS	274.41
283-20380	Union Dues	43.50
283-20399	Other Payroll Deductions	909.92
285-20300	FIT Payable	926.66
285-20310	SIT Payable	178.18

Account Summary

Account Number	Account Name	Payment Amount
285-20320	Life Ins Payable	8.97
285-20330	LTD Payable	31.20
285-20340	PARS	320.22
285-20350	Group Insurance	5.15
285-20360	PERS	803.32
285-20380	Union Dues	60.28
285-20399	Other Payroll Deductions	1,695.37
285-3330-53111	Contract Services - Priva...	1,284.50
285-3330-53711	Utility - Gas	225.07
285-3330-53712	Utility - Electricity	32,607.44
285-3330-53813	Facility Maintenance	150.00
285-3330-53814	Landscape Maintenance	1,181.56
285-3330-53822	Park Maintenance & Re...	4,612.28
400-20220	Retention Payable	-1,559.77
400-3120-53990	Debt Service Payments	53,287.21
400-5608-59300	Construction Costs	31,195.34
405-20220	Retention Payable	-19,489.83
405-5598-59300	Construction Costs	389,796.60
410-20220	Retention Payable	-8,771.32
410-5598-59300	Construction Costs	175,426.40
500-3210-53111	Contract Services - Priva...	3,000.00
550-6100-53017	Software & Licensing	7,573.50
550-6100-53111	Contract Services - Priva...	36,320.55
555-3150-53014	Fuel	11,672.99
555-3150-53812	Vehicle Maintenance	3,948.51
555-3150-54484	Vehicle Purchase	6,050.00
600-20230	Refundable Special Depo...	500.00
Grand Total:		1,601,306.38

Project Account Summary

Project Account Key	Payment Amount
None	1,279,135.41
100024E	10,441.68
61024E	17,623.04
61324E	1,868.10
61423E	1,605.13
61424E	645.00
62024E	32,200.00
71024E	13,000.40
98524E	244,787.62
Grand Total:	1,601,306.38



City of La Puente AGENDA REPORT

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

From: Bob Lindsey, City Manager

By: John Di Mario, Director of Development Services

SUBJECT: CONSIDERATION OF APPROVAL OF A LANDSCAPE MAINTENANCE AGREEMENT WITH BRIGHTVIEW LANDSCAPE SERVICES, INC. FOR LANDSCAPING MAINTENANCE SERVICES IN THE AMOUNT OF \$411,003.00

BACKGROUND

At the meeting of February 12, 2019, the City Council approved a Landscape Maintenance Agreement (“Agreement”) with Landscape West Management Services, Inc. (“Landscape West”) to provide City-wide landscape maintenance for City Hall, the Senior Center, center medians and side panels, and other turf areas in the City’s rights-of-way. The term of the Agreement was for three years with two additional one-year term extensions.

At the City Council meeting of June 28, 2022, the City Council approved Amendment No. 1 to the Agreement with Landscape West to extend the term to June 30, 2023. The current annual contract cost for Landscape West is \$99,672.00

On August 31, 2023 the City issued a Request for Proposals (“RFP”) seeking professional landscape maintenance services from qualified firms. Proposals were due on September 23rd and the City received a total of five (5) proposals which are listed below:

Company	Cost
BrightView Landscape Services, Inc.	\$109,105.00
Mariposa Landscape, Inc.	\$114,594.08
Landscape West Management Services, Inc.	\$119,800.00
Nieves Landscape, Inc.	\$168,478.00
Orozco Landscape and Tree Company	\$190,853.60

Following the review of all proposals received, interviews were conducted by City Staff with BrightView Landscape and Mariposa Landscape. During the interview process, City Staff shared that an additional site location, namely the Grace F. Napolitano Nature Education Center, was being considered to be added to the project scope. Both firms responded that they were open to that consideration and provided the City with a cost for providing landscape maintenance services for that facility.

DISCUSSION

Following the interviews, Staff contacted the references provided by BrightView Landscape and determined that BrightView would be best suited to meet the needs of the City in providing contract landscape maintenance services. BrightView currently is providing similar services to the cities of West Covina, La Mirada, Upland, Ontario, Riverside and Rancho Cucamonga.

BrightView Landscape has over 140 years of combined industry experience through the merger of the companies of Brickman Group and Valley Crest and would serve La Puente from their nearby branch office in Upland. They currently have 22,000 employees company-wide and employ over 200 local employees within 20 miles of La Puente to meet the City's service level needs.

Proposed Agreement

The attached Maintenance Services Agreement is for a term ending December 31, 2026, with two (2) additional one-year options at the City's discretion. BrightView has agreed to hold their contract rates fixed for the initial three-year term of the Agreement. In addition to the scope of work that was included with the RFP, Staff is recommending that the Nature Education Center also be added which brings the total annual cost for BrightView to \$137,001.00. The Agreement would commence on December 1, 2023.

FISCAL IMPACT

Funding for contract landscape maintenance in the current budget is spread over the following funds: Gas Tax, Lighting and Landscape Maintenance and General. The budgetary impact for the remaining months of the current fiscal year is approximately \$21,770. It is anticipated that funding is available to absorb the additional cost which will be reviewed and adjusted, if necessary, during the remainder of the fiscal year. For Fiscal Year 2024-25 additional funds will be budgeted to account for the 12 month contract with BrightView.

RECOMMENDATION

It is recommended that the City Council approve the Maintenance Services Agreement with BrightView Landscape Services, Inc. in an amount not to exceed \$411,003.00.

ATTACHMENTS

Attachment "A": Maintenance Services Agreement

**CITY OF LA PUENTE
MAINTENANCE SERVICES AGREEMENT**

This MAINTENANCE SERVICES AGREEMENT (“Agreement”) is made and effective as of November 14, 2023 (“Effective Date”), between the City of La Puente, a municipal corporation (“City”) and BrightView Landscape Services, Inc., a California Corporation (“Contractor”). The City and Contractor are hereinafter collectively referred to as the “Parties”.

RECITALS

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

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

1. TERM

This Agreement shall commence on December 1, 2023 and shall remain and continue in effect until the tasks described herein are completed, but in no event later than December 31, 2026, unless sooner terminated pursuant to the provisions of this Agreement. The Agreement may be extended for two (2) additional one-year terms upon approval by the City.

2. SERVICES

(a) Contractor shall perform the tasks (“Services”) described and set forth in Exhibit A (“Scope of Services”) and by area location as set forth in Exhibit B attached hereto and incorporated herein as though set forth in full. Tasks other than those specifically described in the Scope of Services and Exhibit B 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 and/or additional work to be performed by Contractor.

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

(d) Contractor shall comply with all applicable federal, state, and local laws, regulations and ordinances in the performance of this Agreement, including but not limited to, the conflict-of-interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*). During the term of this Agreement, Contractor shall not perform any work for another person or entity for whom Contractor was not working on the Effective Date if both (i) such work would require Contractor to abstain from a decision under this

Agreement pursuant to a conflict-of-interest statute or law; and (ii) City has not consented in writing to Contractor's performance of such work. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.* Contractor hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Contractor was an employee, agent, appointee, or official of the City in the previous twelve (12) months, Contractor warrants that it did not participate in any manner in the forming of this Agreement. Contractor understands that, if this Agreement is made in violation of Government Code §1090 *et. seq.*, the entire Agreement is void and Contractor will not be entitled to any compensation for Services performed pursuant to this Agreement, and Contractor will be required to reimburse the City for any sums paid to the Contractor. Contractor understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

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

3. MANAGEMENT

City's Development Services Director shall represent the City in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Contractor, but shall have no authority to modify the Services or the compensation due to Contractor, except for services as requested by the City on a time and materials basis per written cost proposal from the Contractor.

4. PAYMENT

(a) The City agrees to pay Contractor monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B ("Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed Four Hundred Eleven Thousand and Three Dollars (\$411,003.00) for the total Term of the Agreement unless additional work is authorized by the City and payment is approved as provided for in this Agreement. Payments to Contractor shall be based on Exhibit B attached hereto and incorporated herein by this reference as though set forth in full.

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

(c) Contractor shall submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. All invoices shall include the exact location and areas of maintenance and the work performed. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Contractor's fees it shall give written notice to Contractor within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within 45 days of receipt of an invoice therefore. The City must provide at least ten (10) days prior written notice to Contractor, to Attn: Legal Department/Contracts, 980 Jolly Road, Suite 300, Blue Bell, PA 19422 if: (i) Service Fees required to be paid pursuant to the Section 4 are subject to a bona fide dispute and (ii) City intends to pay, in full satisfaction of such disputed Service Fees, less the amount invoiced by Contractor.

5. LABOR CODE AND PREVAILING WAGES

(a) Contractor represents and warrants that it is aware of the requirements of California Labor Code Section 1720, *et seq.*, and 1770, *et seq.*, as well as California Code of Regulations, Title 8, Section 16000, *et seq.*, ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "Public Works" and "Maintenance" projects. If the Services are being performed as part of an applicable "Public Works" or "Maintenance" project, as defined by the Prevailing Wage Laws, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request and shall post copies at the Contractor's principal place of business and any location where the Services are performed. Contractor shall indemnify, defend and hold harmless, the City, its elected officials, officers, employees and agents, from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, Contractor's or by any individual or agency for which Contractor is legally liable, including but not limited to officers, agents, employees or subcontractors of Contractor, failure or alleged failure to comply with Prevailing Wage Laws.

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

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

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

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

6. SUSPENSION OR TERMINATION OF AGREEMENT

(a) The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Contractor at least ten (10) days prior written notice. Upon receipt of said notice, the Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. Contractor may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the City at least ninety (90) days prior written notice. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, the City shall pay to Contractor the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Contractor shall submit an invoice to the City pursuant to Section 4 of this Agreement.

7. OWNERSHIP OF DOCUMENTS

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

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise

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

8. INDEMNIFICATION

(a) Indemnity for professional liability

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

(b) Indemnity for other than professional liability

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

(c) Duty to Defend

In the event the City, its officers, employees, agents and/or volunteers are made a party to any action, claim, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this Agreement, and upon demand by City, Contractor shall have an

immediate duty to defend the City at Contractor's cost or at City's option, to reimburse the City for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters.

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

9. INSURANCE

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

10. INDEPENDENT CONTRACTOR

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

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

11. LEGAL RESPONSIBILITIES

The Contractor shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Contractor shall at all times observe and comply with all such laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Contractor to comply with this Section. The Contractor shall not be liable for any Losses resulting from the provision of Services or performance of any Work Order hereunder, if such Losses are due to causes or conditions beyond its reasonable control, including, but not limited to, Losses in any way related to or associated with state or local water

regulations or mandates or Contractor's good faith efforts to comply with state and local water regulations or mandates.

12. UNDUE INFLUENCE

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

13. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

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

14. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Contractor in performance of this Agreement shall be considered confidential and shall not be released by Contractor without City's prior written authorization. Contractor, its officers, employees, agents, or subcontractors, shall not without written authorization from the City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City, unless otherwise required by law or court order.

(b) Contractor shall promptly notify City should Contractor, its officers, employees, agents, or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this Agreement and the work performed there under or with respect to any project or property located within the City, unless Contractor is prohibited by law from informing the City of such Discovery, court order or subpoena. City retains the right, but has no obligation, to represent Contractor and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless City is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Contractor in such proceeding, Contractor agrees to cooperate fully with the City and to provide the opportunity to review any response to discovery requests provided by Contractor. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

15. NOTICES

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

If to City:

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

With a copy to:

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

If to Contractor:

Joe Islas, Branch Manager
BrightView Landscape Services, Inc.
1659 W 9th Street
Upland, CA 91786
Email: joe.islas@brightview.com
Tel: (951) 538-8629

16. ASSIGNMENT

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

Before retaining or contracting with any subcontractor for any services under this Agreement, Contractor shall provide City with the identity of the proposed subcontractor, a copy of the proposed written contract between Contractor and such subcontractor which shall include and indemnity provision similar to the one provided herein and identifying City as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed

subcontractor carries insurance at least equal to that required by this Agreement or obtain a written waiver from the City for such insurance.

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

17. GOVERNING LAW/ATTORNEYS' FEES

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

18. ENTIRE AGREEMENT

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

19. SEVERABILITY

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

20. COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be deemed

an original, but all of which taken together shall constitute one and the same instrument.

21. CAPTIONS

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

22. WAIVER

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

23. REMEDIES

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

24. AUTHORITY TO EXECUTE THIS AGREEMENT

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

Signature blocks on next page

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

“CITY”

City of La Puente

By: _____
Bob Lindsey, City Manager

“CONTRACTOR”

BrightView Landscape Services, Inc.

By: Michael Dozier
Michael Dozier, Division President

Attest:

By: _____
Martha Torres, City Clerk

Approved as to form:

By: _____
Olivarez Madruga Law Organization

Attachments:

Exhibit A
Exhibit B
Exhibit C

Scope of Services
Rate Schedule
Insurance Requirements

EXHIBIT A

SCOPE OF SERVICES

1.1.1 Work to be Done

Work to be done consists of furnishing all labor, supervision, methods of processes, implements, tools, machinery, safety equipment, traffic control, materials and proper licensing required to provide labor, material and equipment to perform as required Landscape Maintenance Services throughout the City of La Puente. Typical maintenance work shall include, but not be limited to the tasks listed below in those areas designated by the City and to leave the grounds in a neat condition. The scope of the landscape maintenance work may vary according to need. This contract covers landscape maintenance services; improvement and repair projects shall be bid out separately.

The Contractor shall furnish and maintain records designating exact locations and areas of repairs and maintenance. Such reports shall be signed by the contractor and the City Representative in charge of overseeing the work. All work for which a progress payment is made shall be reported on and certified according to the foregoing procedure, and in addition thereto, the City shall certify that the work has been inspected and was completed to the satisfaction of the City prior to payment by the City.

1.1.2 Authorization of Work

Work will not be performed without prior approval and only as authorized by the City.

1.1.3 Time of Completion

Upon notification by the City, the Contractor shall proceed immediately with the work per the agreed upon schedule. The City will not tolerate projects that have been started and left idle. Work shall commence and be diligently prosecuted without interruption until completed.

1.1.4 Progress of Work

Work shall proceed in an orderly manner and be diligently prosecuted to completion. Wherever possible, any repair work shall be completely finished prior to workmen proceeding to the next location. Any exceptions shall be approved by the City.

1.1.5 Alterations

The City reserves the right to increase or decrease the quantity of any item or portion of the work or to omit portions of the work as may be deemed necessary or advisable by the City. The City may make such alterations or deviations, additions to, or omissions from these specifications, as may be determined during the progress of the work to be necessary and advisable for the proper completion thereof. Such alterations or deviations, additions or omissions shall in no way affect or make void the contract. Upon written order of the City, Contractor shall proceed with the work as increased, decreased or altered.

If during the course of work the contractor experiences a conflict with the plans/scope of work, the contractor shall notify the City before proceeding with said work.

1.1.6 Acceptance of Work Done

The City will make inspections and determine that the work has been completed in all respects in accordance with these specifications.

1.1.7 Billing Form

Contractor shall provide a billing form and progress payment form approved by the City. At a minimum, the detail shall include the following: the date, service location, the work performed, a copy of the Work Order, if applicable, and total charges for the work performed.

1.1.8 Work Orders

The City will place all requests for extra services directly to the Contractor by written Work Order or via telephone call or electronic mail. The City reserves the right to request from the Contractor a written cost estimate before authorizing the work. The Contractor shall respond with a cost estimate within 24 hours, excluding weekends and holidays.

1.1.9 Response Time

All maintenance services shall be completed within a reasonable and expedient manner, based on the severity of the request.

1.1.10 Response Process

After initial contact and after "Authorization to Proceed" is given by the City, the Contractor shall respond accordingly.

The Contractor shall provide all necessary transportation to and from work sites. Transportation shall be fully insured by the Contractor.

Only upon request and authorization by the City shall the Contractor perform work after hours. Contractor will notify the City upon completion of work. Notification shall be within twenty-four (24) hours of completion of assigned task.

Failure to comply with response times shall be considered as non-compliance. Repeated failure to comply may result in contract termination.

METHOD OF WORK

Contractor shall perform all services required within these specifications. All services shall be performed in the highest professional manner, and in accordance with all applicable, current industry standards, regulations codes and statutes. Unless the means or methods of performing a task are specified elsewhere in this contract, Contractor shall employ methods that are generally accepted and used by the industry.

All work shall be performed per the Standard Specifications for Public Works Construction, Part 8 – Landscaping and Irrigation (Green Book), Latest Edition . All work shall comply with the applicable licensing, and/or all local or city ordinances, whatever

may apply. The Contractor shall be responsible for and shall take necessary precautions to prevent public trespass into areas of work while services are being performed.

Rubbish, green waste and construction debris shall be disposed at an approved dump site. After removal operations have been completed, the grounds shall be left in a neat and presentable condition, satisfactory to the City.

The Contractor shall verify the location of all utilities prior to construction, repair or maintenance, and shall be held liable for all damages incurred due to his operations.

The Contractor shall provide traffic control per the Manual on Uniform Traffic Control Devices (M.U.T.C.D.), subject to approval by the City.

1.1.11 NPDES Regulations

The Contractor shall comply with all City regulations regarding NPDES (National Pollution Discharge Elimination System) Requirements and the City's Best Management Practices (BMP's). Contractor shall not discharge anything to the storm drain system. Contractor will contain any materials that may potentially reach a City storm drain. Contractor will conduct annual training regarding Stormwater Regulations and the appropriate BMP's for all employees working at City facilities Contractor shall provide to the City annually, by July 1, with certification of the required training on Stormwater Regulations and the BMP's, and acknowledgement of adherence to these standards while performing work at the City.

When necessary, Contractor shall provide street sweeping as needed to meet the requirements of the City of La Puente National Pollution Discharge Elimination System Program (NPDES).

1.1.12 Protection of Existing Utilities

The Contractor must take all due precautionary measures to protect all of the existing utilities. When necessary, the Contractor shall have all utilities located by contacting the responsible agency at least 48 hours prior to commencing any work. The Contractor's attention is directed to the one-call utility notification service provided by Underground Service Alert (USA). USA member utilities will provide the Contractor with the locations of their substructures when given at least 48 hours' notice. Such requests should be requested through USA (1-800-422-4133).

1.1.13 Integrated Pest Management Regulations

The Contractor shall comply with all County and State regulations governing Integrated Pest Management.

1.1.14 Contract Termination

If at any time, in the opinion of the City, Contractor fails to supply suitable equipment, an adequate working force, or material of proper quality, or shall fail in any respect to perform any work with the diligence and force specified and intended in and by the terms of the contract, notice thereof in writing shall be served upon the Contractor. Should the Contractor neglect or refuse to provide means for satisfactory compliance with the contract, as directed by the City, within the time specified in such notice, the City in any

such case shall have the power to terminate all or any portion of the contract.

1.1.15 Extra Work

Extra work will not be performed without prior approval by the City unless a condition exists wherein it appears there is danger of injury to persons or damage to property. Extra work may be required by the City as a result of acts of God, vandalism, theft, civil disturbances, accidents, or improvements.

Payment for extra work will be based on actual cost of labor; plus wholesale cost of materials, plus a 10% markup. Extra services other than those listed shall be negotiated on a time and material basis with a "not to exceed" amount.

1.1.16 Protection of Private Property

The Contractor must remain within the maintenance areas to the best of his ability. The Contractor must protect all existing private property.

1.1.17 Protection of Maintenance Areas

Contractor shall protect property and facilities adjacent to the maintenance areas and all property and facilities within the maintenance areas. After completion of the scheduled work or project, the maintenance area shall be clean and in a presentable condition. All public or privately owned improvements and facilities shall be restored to their original condition and location. In the event improvements of the facilities are damaged, they shall be replaced with new materials equal or better to the original. Contractor shall repair such damage at their expense.

Nothing herein shall be construed to entitle the Contractor to the exclusive use of any public street; way or parking area during performance of the contract work, and Contractor shall conduct his/her operations so as not to interfere with the authorized work of utility companies or other agencies in such streets, ways or parking areas.

1.1.18 Weekly Reporting

Contractor shall make weekly contact with the City to determine work level and effort, as well as maintenance performance. On Monday of each week, Contractor shall provide the City with a weekly log sheet showing the names, dates, and hours worked of all employees for the previous week.

1.1.19 Withholding of Payment

If, in the event that inadequacies/deficiencies are determined by the City, the Contractor will have 24 hours from the time such items have been determined to be corrected as necessary. If Contractor fails to correct within 24 hours, Contractor shall be fined the amount previously determined at the time of the initial inspection. Deductions from the monthly payment due, for work not performed or to acceptable standards, may be based upon the bid worksheets, which are to be submitted at the time of bid.

1.1.20 Contact Information

Contractors shall provide the City with a contact person(s) and a phone number to reach the contract representative at all times, 24 hours per day.

REPORTS AND SCHEDULES

The Contractor shall submit reports and schedules as requested. Failure to submit reports and schedules in a timely manner may result in a delay of monthly payments. Such reports must be detailed and thorough, and may include, but not be limited to, the following:

- a) Suggestions for improving problem areas.
- b) Reports of work planned.
- c) Cost information to perform extra work for upgrading specific areas.
- d) Weekly Maintenance Schedule(s): Contractor shall provide a weekly maintenance schedule to the City. Notification of change in scheduled work must be received by the City at least 72 hours prior to the scheduled time for the work.
- e) Annual Fertilizer Report
- f) Herbicide/Pesticide Use Report

EXHIBIT B - RATE SCHEDULE

Shaded cells indicate areas where the service is not required.																																	
Location		Irrigation Maintenance		Herbicide/Pesticide Application		Turf Fertilization		Turf Mowing		Turf Edging		Turf Aeration		Turf Weeding Abatement		Turf De-thatching		Tree Pruning		Shrub/Groundcover Maint		Shrub/Groundcover Fertilization		Hard Surfaces		Rose Care		Turf Scalping & Over-seeding		Restroom check & stock and empty/replace trash liners		Annual Total Each Area	
Area	Frequency	cost per month	cost per month	cost each time	cost each time	cost each time	cost each time	cost each time	cost per month	cost each time	cost each time	cost each time	cost each time	cost per month	cost each time	cost each time	cost per month	cost each time	cost each time	cost per week	cost each time	cost each time	cost each time	cost each time	cost each time	cost per month	cost each time	cost each time	cost each time	cost each time	cost each time		
	Times per Year	12	12	4	48	48	2	12	2	2	2	26	4	48	12	1	48																
1	Abbey Street Slope	28.00	84.00							152.00	222.00	87.00																				7,768.00	
2	Amar Road Medians	29.00	112.00	19.00	11.00	2.00	11.00	4.00	11.00	203.00	220.00	48.00																				8,802.00	
3	Central/Valley Tri-Angle	46.00	92.00	93.00	174.00	23.00	174.00	9.00	174.00	646.00	9.00	9.00																				13,850.00	
4	City Hall	143.00	22.00	113.00	376.00	46.00	376.00	28.00	376.00	328.00	84.00	19.00	9.00	9.00	9.00	719.00																28,703.00	
5	Elliot Place Tri-Angle	37.00	19.00							432.00	4.00	8.00	4.00																			1,864.00	
6	Hacienda/Glendoria Tri-Angle	10.00	14.00	24.00	11.00	4.00	11.00	2.00	11.00	170.00	2.00	2.00	1.00																			1,620.00	
7	Hacienda Blvd. Medians	82.00	16.00	109.00	223.00	25.00	223.00	3.00	223.00	1,021.00	4.00	45.00	9.00																			17,202.00	
8	Nelson/Glendoria	11.00	16.00	33.00	11.00	2.00	11.00	4.00	11.00					10.00																		1,652.00	
9	Nelson/Hacienda	9.00	14.00	19.00	11.00	2.00	11.00	2.00	11.00		3.00	18.00	7.00																			1,554.00	
10	Puente Ave. Medians	82.00	19.00	114.00	261.00	26.00	261.00	22.00	261.00	1,128.00	3.00	1.00	8.00																			19,474.00	
11	Senior Center	38.00	25.00							38.00	75.00	11.00		18.00																		3,042.00	
12	Temple Ave. Panels	50.00	18.00							29.00	98.00	38.00																				3,574.00	
13	Grace Napolitano Nat Ctr.	135.00	20.00	120.00	372.00	46.00	372.00	36.00	372.00	142.00	82.00	19.00	7.00		394.00	INCL.																27,896.00	
TOTAL ANNUAL GRAND TOTAL																	\$		137,001.00														

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



City of La Puente AGENDA REPORT

To: Mayor and City Council

For meeting of: November 14, 2023

From: Bob Lindsey, City Manager

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

SUBJECT: CONSIDERATION OF CONTRACT CHANGE ORDER FOR THE IMPROVEMENTS AT EIGHT CROSSWALK LOCATIONS, FEDERAL PROJECT NO. HSIPL-5331(021), IN THE AMOUNT OF \$130,000

BACKGROUND

On November 15, 2022, the City Council awarded a construction contract to TOWO Enterprise Inc. in the amount of \$1,042,198 to complete the Improvements at Eight Crosswalk Locations, Federal Project No. HSIPL-5331(021). The award of contract included a 10 percent contingency of \$104,220 for the City Manager to approve any contract change order work necessary to complete the Project.

DISCUSSION

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

The eight crosswalk locations included under this Project include the following:

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

The Project is currently under construction and is nearing completion. However, during the course of construction there were adjustments to bid quantity items based on field conditions as well as several contract change orders that were requested by the City. On the change order side specifically, the existing pavement elevations required the redesign of the curb extensions and ADA access ramps to ensure proper roadway drainage elevations as well as compliance with ADA requirements. Unfortunately, the revised drawings resulted in contractor

remobilization costs and a significant increase in the excavation work within the Project intersections. The change orders are summarized as follows:

No.	Description	Cost
1	Add edge-lit Stop signs and crosswalk alert signs and yellow painted curbs	\$20,429.72
2	Demobilization/remobilization and re-survey cost due to revised drawings	\$33,252.89
3	Temporary backfill of base material at Giordano/Unruh required by LA County	\$8,040.08
4	Additional saw-cutting per revised drawings, footing demo at Del Valle and Loukelton, high early concrete for cross gutters, add'l driveway demo at SW corner of Loukelton and Del Valle	\$6,319.52
5	Decorative stamped color concrete for detached bulb-outs	\$13,938.00
6	Utility valve cans to adjust to street grade	\$13,256.00
7	Re-Alignment of bulb-out/crosswalk at Central/Albert	\$8,950.00
	Total:	\$104,186.20

Specifically for Change Order number 7 at Central Avenue and Albert Street, there were challenges with the existing street elevation and the close proximity of a storm drain catch basin which affected the drainage. As a result, Staff has worked with the City Engineer's office to develop a re-design of the bulb-out and crosswalk which incorporates a steel plate over the gutter area. The re-design of this location is included at Attachment "A".

While the above contract change orders are covered by the 10 percent contingency, an additional change order will be required to cover the cost of the increased excavation work and asphalt pavement. Since the additional excavation work and asphalt pavement exceeds the original contract contingency, Staff is requesting Council's approval of a contract change order with TOWO Enterprise in the amount of \$130,000. Upon the Council's approval, TOWO will move forward to finish out the Project by the end of November.

FISCAL IMPACT

This Project was fully funded at the time of award for both construction costs (including the 10% contingency) and contract administration and inspection through the following funding sources: HSIP - \$786,000; Measure M - \$307,300; and Measure R - \$190,300. Appropriated Measure M funds are available through a budget transfer to this Project from the HAWK Signal project at Hacienda Boulevard and Prichard Street. The HAWK project has an extended procurement timeframe for the materials and equipment and is not anticipated to begin construction this Fiscal Year.

RECOMMENDATION

It is recommended that the City Council authorize the City Manager to execute a contract change order with TOWO Enterprise in the amount of \$130,000.

ATTACHMENTS

Attachment “A”: Central Ave./Albert St. Re-design





City of La Puente AGENDA REPORT

To: Mayor and City Council

For meeting of: November 14, 2023

From: Bob Lindsey, City Manager

By: John Di Mario, Director of Development Services

SUBJECT: CONSIDERATION OF ACCEPTANCE OF NOTICE OF COMPLETION FOR
ENERGY SERVICES IMPROVEMENTS

BACKGROUND

At the meeting of November 9, 2021, the City Council awarded a contract to Syserco Energy Solutions ("Syserco") for design-build energy improvements at City facilities. The Project contract award amount was for \$3,586,056.00 and included the following energy efficiency improvements:

- Replacing 1,126 lighting fixtures with LED lamps at all facilities
- Adding solar panels to City Hall roof and construction of solar panel carports at the Community Center parking lot
- Upgrading irrigation, toilets, and faucets to utilize water efficient devices
- Reroofing of the Senior Center and a new swamp cooler for the kitchen area
- Reroofing of City Hall
- Reroofing of the Maintenance Yard Building
- Window film tinting at the Community Center and City Hall to reduce energy costs.

DISCUSSION

On April 12, 2022, Syserco commenced work on the Project and the Project was completed on February 12, 2023. Unfortunately there were significant delays attributable to Southern California Edison which delayed the City's ability to benefit from the cost savings through the installation of the solar panels at City Hall and the Community Center.

During the course of construction, there were six (6) change orders which totaled \$109,553.00 which is equal to just 3% of the Project contract amount. The 6 change orders are listed below:

<u>Change Order</u>	<u>Amount</u>
1. Painting of City Hall exterior, concrete/brick patch repair, window glass replacement	\$ 71,042
2. New restroom sinks and counter tops at Senior Center	14,159
3. Painting of exterior edge of City Hall perimeter walkway	8,000
4. New roof-mounted swamp cooler at Senior Center	30,978
5. Removal of one Hunter irrigation controller at City Hall (credit)	(13,253)

6. Repair wires for swamp cooler and removal of Hunter cell service plan (credit) (1,373)

Collectively, these improvements will extend the life of the City's aging facilities and allow for cost savings over time on rising utility costs for electricity and water.

FISCAL IMPACT

The original contract amount for construction of this Project totaled \$3,586,056.00. With the change orders noted above, the final Project construction cost was \$3,695,609.00. This Project was funded through a tax-exempt municipal lease structure over an eighteen (18) year period.

RECOMMENDATION

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

ATTACHMENTS

Attachment "A": Notice of Completion

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

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

EXEMPT FROM FILING FEES PER GOV. CODE SECTION 6103

SPACE ABOVE LINE FOR RECORDER'S USE

NOTICE OF COMPLETION

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

Notice is hereby given that:

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

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

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

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

7. A work of improvement on the property hereinafter described was substantially completed on February 12, 2023.

8. The work done was: Various energy efficiency improvements at City facilities

9. The names of the contractor, if any, for such work of improvement was: Syserco Energy Solutions

November 9, 2021

(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: Energy Services Improvements

11. The street address of said property is Various

(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: November 14, 2023

From: Bob Lindsey, City Manager

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

SUBJECT: CONSIDERATION OF AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF LA PUENTE AND US BANK, NA FOR BANKING SERVICES, EXTENDING THE TERM OF THE AGREEMENT FOR AN ADDITIONAL TWO (2) ONE-YEAR TERMS

BACKGROUND

In June of 2018, the City Council awarded a five (5) year contract for commercial banking services to U.S. Bank, NA. The professional services agreement provided for two (2) possible one-year extensions subsequent to the end of the initial term. The bank has provided services to the City since 2018 after the issuance of a Request for Proposals (RFP) in which U.S. Bank was the lowest qualified responsive bidder.

DISCUSSION

The term of the professional services agreement with U.S. Bank expired on June 12, 2023. The bank has proposed providing services to the City for an extended term consisting of two (2) additional one-year periods, as set forth in the contract. This would allow for the agreement to remain in place until November 2025. The Scope of Services would continue to include all items currently listed. U.S. Bank has demonstrated a strong history of satisfactory products and customer service, and staff recommends the continuation of this relationship.

FISCAL IMPACT

The rate schedule by transaction type will remain in effect from the initial agreement. On average, fees were \$246.00 per month in the last fiscal year. Appropriations are available in the General Fund and are included in the FY 23/24 Budget and Capital Improvement Program.

RECOMMENDATION

It is recommended that the City Council: (1) approve Amendment No. 1 to the professional services agreement with US Bank National Association; and (2) authorize the City Manager to execute the amendment on behalf of the City.

Amendment to Banking Services Agreement
For Meeting of November 14, 2023

ATTACHMENTS

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

**AMENDMENT NO. 1
TO THE PROFESSIONAL SERVICES AGREEMENT FOR
BANKING SERVICES BETWEEN THE CITY AND
U.S. BANK NATIONAL ASSOCIATION**

This Amendment No. 1 to the Professional Services Agreement for Banking Services (“Agreement”), is made and entered into this 14th day of November, 2023, (“Effective Date”) by and between the City of La Puente, a California municipal corporation (“City”), and U.S. Bank National Association, a national banking association (“Consultant”). The City and U.S. Bank National Association are hereinafter collectively referred to as the “Parties.”

RECITALS

WHEREAS, on June 26, 2018, the City and Consultant entered into the Agreement under which Consultant agreed to provide banking services to the City; and

WHEREAS, the Agreement expired on June 12, 2023; and

WHEREAS, to allow Consultant to continue providing banking services to the City, the City and Consultant desire to extend the term of the Agreement, and increase the total compensation set forth in the Agreement; and

WHEREAS, for the reasons set forth herein, the Parties desire to enter into this Amendment No. 1 , and have agreed to amend Section 1 (Term) as set forth below.

AMENDMENT

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

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

Section 1. TERM The term of this Agreement shall commence on the Effective Date of the Agreement, and shall terminate on November 14, 2025, unless otherwise terminated in accordance with Section 5.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1 to the Agreement No. 18-1333 as of the Effective Date.

“CITY”
City of La Puente

“CONSULTANT”
U.S. Bank National Association

By: _____
Bob Lindsey, City Manager

By: Eileen L Perez
Eileen Lew Perez, Vice President
Government Banking Division
633 West 5th Street, 24th Floor
Mail code: LM-CA-T24C
Los Angeles, CA 90071
213-326-0522 Cell
Eileen.Perez@USBank.com

Attest:

By: _____
Martha Torres, MPA, City Clerk

APPROVED AS TO FORM

By: _____
Jesse Jauregui, City Attorney

EXHIBIT "A"

CITY OF LA PUENTE PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and effective as of this 26th day of June, 2018 ("Effective Date"), between the City of La Puente, a municipal corporation ("City") and U.S. Bank National Association, a national banking association ("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 June 12, 2023, unless sooner terminated pursuant to the provisions of this Agreement. This Agreement may be extended for two additional one-year terms by mutual agreement of the parties.

2. SERVICES

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

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

(c) Consultant shall perform all Services in a manner reasonably satisfactory to the City and in a first-class manner in conformance with the standards of quality normally observed by an entity providing banking 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, except for state or local laws, regulations or ordinances which are preempted by federal laws or regulations related to national banks, 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.

(f) Consultant shall post collateral as set forth in Government Code Section 53652 *et seq.*, and shall further comply with all depository regulations and with all applicable regulations promulgated by federal, State, and local law, rule and regulation, applicable to financial institutions.

3. MANAGEMENT

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

4. PAYMENT

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit A ("Scope of Services/Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual Services rendered.

(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. Within a reasonable time for the Consultant to act after receipt of said notice, but in no event longer than 10 days, the Consultant shall 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 according to the Consultant's records retention schedule, but in no event shall the retention period be less than seven (7) years from the date of record creation.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files, Consultant shall make available to the City, at the Consultant's office, and upon reasonable written request by the City, the necessary computer software and hardware for purposes of

accessing, compiling, transferring, copying and/or printing computer files. Consultant hereby grants to City all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by Consultant in the course of providing the services under this Agreement. All reports, documents, or other written material developed by Consultant in the performance of the Services pursuant to this Agreement, shall be and remain the property of the City. The Consultant may retain an electronic copy of all reports, documents, or other written materials for archival purposes in compliance with its records retention schedule, unless prohibited by law.

7. INDEMNIFICATION

(a) Indemnity for professional liability

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

(b) Indemnity for other than professional liability

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

(c) Duty to Defend

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

Payment by City is not a condition precedent to enforcement of this indemnity. In the event of any dispute between Consultant and City, as to whether liability arises from the sole

negligence of the City or its officers, employees, or agents, Consultant will be obligated to pay for City's defense until such time as a final judgment has been entered adjudicating the City as solely negligent. Consultant will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

8. INSURANCE

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

9. INDEPENDENT CONSULTANT

(a) Consultant is and shall at all times remain as to the City a wholly independent consultant and/or independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's 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. However, the Consultant may disclose confidential information without consent: (i) to a bank regulatory agency or in connection with an examination of its records by bank examiners, (ii) at the express direction of any other authorized government agency (iii) pursuant to a subpoena or other court order, or (iv) as may otherwise be required by law. Notwithstanding anything in this Agreement, confidential information does not include information (i) in the public domain, (ii) already known to the Consultant at the time of disclosure, (iii) subsequently received by the Consultant in good faith from a party not known to the Consultant to be prohibited from transmitting the information, or (iv) independently generated by the Consultant. Except for litigation where the Consultant is a named party, 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) City retains the right, but has no obligation, to 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 reasonably with the City in any lawsuit in which the City is a named party.

14. NOTICES

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

If to City:

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

With a copy to:

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

If to Contractor:

U.S. Bank Government Commercial Customer Service
877.295.2509 Direct
877.324.1680 Fax
CommercialCustServicePortalnd2@usbank.com

15. ASSIGNMENT

Except for assignments arising under operation of law due to a merger or acquisition, the Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City.

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

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

Notwithstanding the foregoing, the term "subconsultant" does not include third parties who, in the ordinary course of business, provide services or products to the Consultant that are not provided to the City.

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, the Consultant's *Master Services Agreement*, Consultant's *Services Terms and Conditions*, and Consultant's *Your Deposit Account Agreement* contain the entire understanding between the Parties relating to the obligations of the Parties described in this Agreement. Notwithstanding anything to the contrary in Consultant's standard banking documentation, the terms of this Agreement shall control over conflicting terms of the other agreements. All other 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

"CONSULTANT"
U.S. Bank National Association

By:  _____
David Carmany, City Manager

By:  _____
Eileen Lew Perez, Vice President
Government Banking Division
633 West 5th Street, 24th Floor
Mail code: LM-CA-T24C
Los Angeles, CA 90071
213-326-0522 Cell
Eileen.Perez@USBank.com

U.S. Bank Government Commercial Customer Service
877.295.2509 Direct
877.324.1680 Fax
CommercialCustServicePortalnd2@usbank.com

Attest:

By:  _____
Sheryl Garcia, City Clerk

Approved as to form:

By:  _____
James M. Casso, City Attorney

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

EXHIBIT A

SCOPE OF SERVICES/RATE SCHEDULE



Account Analysis & Billing
CITY OF LA PUENTE

Consolidated Analysis Summary

Lead Account Number	9999
Earnings Credit Rate	0.70%
Current Month Multiplier	1,714.29
Settlement Frequency	Monthly

Balance Summary

Average Ledger Balance	\$	767,033.22
Average Float	-	7,516.61
Average Collected Balance	=	759,516.61

Settlement Analysis

Collected Balance Available for Earnings Credit Services	=	759,516.61
Earnings Credit @ 0.70%		443.05
Earnings Credit Based Service Charges	-	503.86
Current Month Surplus/(Deficit) Position	=	(60.81)
Net Service Charges	\$	60.81

<u>AFP</u>	<u>Service</u>	<u>Volume</u>	<u>Unit Price</u>	<u>Total Price</u>	<u>Collected Balance Required</u>
Depository Services					
010000	Account Maintenance	3	\$ 0.00	\$ -	
010102	Combined Transactions/Items				
010102	For First 1 Per Acct	1	\$ 10.00	\$ 10.00	\$ 17,143
010102	For Next 499 Per Acct	498	\$ 0.00	\$ -	
010102	For Next 1 Per Acct		\$ 10.00	\$ -	
010102	For Next 249 Per Acct		\$ 0.00	\$ -	
010102	For Next 1 Per Acct		\$ 10.00	\$ -	
010102	For Next 249 Per Acct		\$ 0.00	\$ -	
010102	For Over 1000 Per Acct		\$ 0.50	\$ -	
150101	Reject Checks Paid	17	\$ 0.00	\$ -	
100400	Returned Deposited Items	2	\$ 2.75	\$ 5.50	\$ 9,429
100405	Returned Item Special Instruc		\$ 0.00		
100405	For First 1	1	\$ 5.00	\$ 5.00	\$ 8,571
100405	For Over 1		\$ 5.00	\$ -	
100402	Redeposited Returned Item	2	\$ 2.75	\$ 5.50	\$ 9,429
000230	For First 250	250	\$ 0.00	\$ -	
000230	For Over 250	518	\$ 0.14575	\$ 75.50	
010310	Paper Statement Fee	1	\$ 2.00	\$ 2.00	\$ 3,429
	Subtotal Depository Services			\$ 103.50	\$ 177,426
Account Reconciliation Services					
150724	SPE PPay Exceptions	1	\$ 0.75	\$ 0.75	\$ 1,286

May 2018



Account Analysis & Billing

<u>AFP</u>	<u>Service</u>	<u>Volume</u>		<u>Unit</u>	<u>Price</u>	<u>Total</u>	<u>Collected</u>	<u>Balance</u>
						<u>Price</u>	<u>Required</u>	
20020C	SPE Issue/Cancel Input	10	\$	0.10	\$	1.00	\$	1,714
20020B	SPE File Upload	4	\$	0.00	\$	-		
150030	SPE PPay w/ Issue Mo Maint	3	\$	0.00	\$	-		
150120	SPE PPay Only-per Item							
150120	For First 1	1	\$	20.00	\$	20.00	\$	34,286
150120	For Next 199	193	\$	0.00	\$	-		
150120	For Next 1		\$	5.00	\$	-		
150120	For Next 299		\$	0.00	\$	-		
150120	For Next 1		\$	10.00	\$	-		
150120	For Next 499		\$	0.00	\$	-		
150120	For Over 1000		\$	0.05	\$	-		
150322	SPE Checks Returned		\$	25.00				
150230	Stale Date Maintenance	3	\$	5.00	\$	15.00	\$	25,714
Subtotal Account Reconciliation Services					\$	36.75	\$	63,000
SinglePoint								
400272	SPE CDay Det & Sum Mo Maint							
400272	For First 10	3	\$	10.00	\$	30.00	\$	51,429
400272	For Over 10		\$	75.00	\$	-		
400274	SPE Current Day per Item Det		\$	0.00				
400274	For First 750		\$	0.00				
400274	For Over 750		\$	0.75				
400273	SPE Current Day per Item Sum	800	\$	0.00	\$	-		
400272	SPE Pday Det & Sum Mo Maint							
400272	For First 1	1	\$	10.00	\$	10.00	\$	17,143
400272	For Next 2	2	\$	0.00	\$	-		
400272	For Next 4		\$	5.00	\$	-		
400272	For Next 3		\$	15.00	\$	-		
400272	For Over 10		\$	75.00	\$	-		
400271	SPE Previous Day per Item Det							
400271	For First 1500	1,432	\$	0.00	\$	-		
400271	For Over 1500		\$	0.75	\$	-		
400270	SPE Previous Day per Item Sum	792	\$	0.00	\$	-		
400274	SPE EDI Supplemental Report	1	\$	0.00	\$	-		
400274	SPE EDI Remittance Report	1	\$	0.00	\$	-		
010407	SPE Acct Analysis Rpt		\$	0.00				
010407	For First 1	1	\$	2.50	\$	2.50	\$	4,286
010407	For Over 1		\$	0.00	\$	-		
010307	SPE DDA Statement Rpt							
010307	For First 10	3	\$	0.00	\$	-		
010307	For Over 10		\$	75.00	\$	-		
250720	SPE ACH Return Report	1	\$	0.00	\$	-		
401020	SPE Token Mo Maintenance	3	\$	3.00	\$	9.00	\$	15,429
400272	SPE MERCHANT DETAIL RPTG	3	\$	5.00	\$	15.00	\$	25,714
150410	SPE Stop Payment Mo Maint	3	\$	0.00	\$	-		
150410	SPE Stop Payment	1	\$	9.00	\$	9.00	\$	15,429
150413	SPE Stop Payment Revoke		\$	0.00				
400272	SPE Rtn Item Monthly Maint	1	\$	0.00	\$	-		



Account Analysis & Billing

<u>AFP</u>	<u>Service</u>	<u>Volume</u>		<u>Unit</u> <u>Price</u>		<u>Total</u> <u>Price</u>		<u>Collected</u> <u>Balance</u> <u>Required</u>
150410	SPE Stop Ext Ret - 90 Days	3	\$	0.00	\$	-		
150412	SPE Stop Pmt Renewal-per Stop		\$	18.00				
250000	SPE ACH Mo Maintenance	1	\$	0.00	\$	-		
400272	SPE Credit Card Monthly Maint	1	\$	0.00	\$	-		
250000	SPE ACH Email Notification	3	\$	0.10	\$	0.30	\$	514
250000	SPE ACH Positive Pay Mo Maint	3	\$	5.00	\$	15.00	\$	25,714
350000	SPE Wires Mo Maintenance							
350000	For First 1	1	\$	10.00	\$	10.00	\$	17,143
350000	For Over 1	1	\$	0.00	\$	-		
250000	SP ACH POS Pay Authorization	1	\$	1.00	\$	1.00	\$	1,714
250000	SP ACH POS Pay per Paid Item	1	\$	0.05	\$	0.05	\$	86
151350	SP Image Access Mo Maint	3	\$	5.00	\$	15.00	\$	25,714
409999	SPE Ext Messaging Mo Maint		\$	0.00				
409999	For First 1	1	\$	5.00	\$	5.00	\$	8,571
409999	For Over 1	2	\$	0.00	\$	-		
409999	SP External User Message Sent		\$	0.00				
409999	SP External User Task Sent		\$	0.00				
Subtotal SinglePoint					\$	121.85	\$	208,886
Wire Transfers								
350000	Wire Monthly Maint Voice-Pin	1	\$	2.50	\$	2.50	\$	4,286
350300	Incoming Fedwire	1	\$	7.00	\$	7.00	\$	12,000
350202	Bank- Internal	2	\$	5.00	\$	10.00	\$	17,143
350100	SPE Fedwire Repetit	1	\$	7.00	\$	7.00	\$	12,000
350104	SPE Fedwire Non-Repetitive		\$	7.00				
350120	SPE Internal	2	\$	5.00	\$	10.00	\$	17,143
350402	Wire Advice Fax	4	\$	3.00	\$	12.00	\$	20,571
Subtotal Wire Transfers					\$	48.50	\$	83,143
Zero Balance Accounts								
010020	ZBA Lead	1	\$	5.00	\$	5.00	\$	8,571
010021	ZBA Subsidiary	1	\$	5.00	\$	5.00	\$	8,571
Subtotal Zero Balance Accounts					\$	10.00	\$	17,143
Image Services								
151351	SP Cks Pd per item Stored	194	\$	0.02	\$	5.00	# \$	8,571
151355	SPE Image Retrieved							
151355	For First 10	2	\$	0.00	\$	-		
151355	For Over 10		\$	2.00	\$	-		
Subtotal Image Services					\$	5.00	\$	8,571
ACH Services								
251050	ACH Block Mthly Maint-per Acct		\$	10.00				
259999	SDA Special Processing		\$	150.00				
250102	SP E ACH-per Item		\$	0.00				



Proforma Account Analysis

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Account Analysis & Billing

<u>AFP</u>	<u>Service</u>	<u>Volume</u>		<u>Unit</u> <u>Price</u>		<u>Total</u> <u>Price</u>		<u>Collected</u> <u>Balance</u> <u>Required</u>
250102	For First 1	1	\$	20.00	\$	20.00	\$	34,286
250102	For Next 199	145	\$	0.00	\$	-		
250102	For Next 1		\$	15.00	\$	-		
250102	For Next 299		\$	0.00	\$	-		
250102	For Next 1		\$	15.00	\$	-		
250102	For Next 499		\$	0.00	\$	-		
250102	For Over 1000		\$	0.35	\$	-		
250102	SPT E SDA TRAN ITEM		\$	1.00				
250302	SP E ACH Return Item							
250302	For First 10 Per Acct	1	\$	0.00	\$	-		
250302	For Over 10 Per Acct		\$	3.00	\$	-		
251070	SP E ACH NOC Item							
251070	For First 10 Per Acct	1	\$	0.00	\$	-		
251070	For Over 10 Per Acct		\$	3.00	\$	-		
250300	SP Unauth ACH Ret - per Item		\$	6.00				
300010	ACH Remittance Monthly Maint							
300010	For First 1	1	\$	45.00	\$	45.00	\$	77,143
300010	For Over 1		\$	35.00	\$	-		
Subtotal ACH Services					\$	65.00	\$	111,429
Branch Coin/Currency Services								
10001Z	Cash Deposited-per \$100	191	\$	0.14	\$	26.74	\$	45,840
100011	Coin Deposited-per Roll	1	\$	0.14	\$	0.14	\$	240
100000	Branch Deposit Processing Fee	1	\$	1.25	\$	1.25	\$	2,143
109999	Night Dep Processing-per Dep	1	\$	1.00	\$	1.00	\$	1,714
100048	Loose Currency Ordered/\$100	1	\$	0.14	\$	0.14	\$	240
100040	Standard Chng Order-per Order	1	\$	4.50	\$	4.50	\$	7,714
Subtotal Branch Coin/Currency Services					\$	33.77	\$	57,891
CVS Coin/Currency								
100114	Cash Dep-per \$100	1	\$	0.12	\$	0.12	\$	206
100100	Cash Vault Deposit	8	\$	1.25	\$	10.00	\$	17,143
100144	Individual Coin Roll	1	\$	0.12	\$	0.12	\$	206
10014A	Curr Order per Strap		\$	0.65				
100141	Std Cash Orders	1	\$	4.25	\$	4.25	\$	7,286
Subtotal CVS Coin/Currency					\$	14.49	\$	24,840
Electronic Deposit Services								
101300	Monthly Maint - per Acct							
101300	For First 3 Per Acct	1	\$	0.00	\$	-		
101300	For Over 3 Per Acct		\$	75.00	\$	-		
101300	Monthly Maint - per Wrkstn							
101300	For First 1 Per Acct	1	\$	0.00	\$	-		
101300	For Over 1 Per Acct		\$	35.00	\$	-		
101310	Image Check Item							
101310	For First 1	1	\$	40.00	\$	40.00	\$	68,571

May 2018



Account Analysis & Billing

<u>AFP</u>	<u>Service</u>	<u>Volume</u>		<u>Unit</u>	<u>Price</u>	<u>Total</u>	<u>Collected</u>	<u>Balance</u>
						<u>Price</u>	<u>Required</u>	
101310	For Next 149	149	\$	0.00	\$	-		
101310	For Next 1	1	\$	25.00	\$	25.00	\$	42,857
101310	For Next 149	60	\$	0.00	\$	-		
101310	For Next 1		\$	25.00	\$	-		
101310	For Next 199		\$	0.00	\$	-		
101310	For Over 500		\$	1.00	\$	-		
Subtotal Electronic Deposit					\$	65.00	\$	111,429
Total Service Charges					\$	503.86	\$	863,757
One Time and Annual Charges								
151399	SP Image Access Setup	1	\$	20.00	\$	20.00	\$	34,286
101333	Digital Check CX30 Scanner		\$	325.00				
409999	Digital Chk CX30 Upgrade		\$	75.00				
101333	Panini I Deal Single Scanner		\$	325.00				
409999	Panini I Deal Protection Plan		\$	75.00				
Total One Time and Annual Service Charges					\$	20.00	\$	34,286

Prices quoted in this proposal are only for those Treasury Management Services requested by the customer. Additional Treasury Management Services will be separately priced at the time of customer's request. Prices quoted are valid for 60 days following customer's receipt, after which they will be subject to change by U.S. Bank. All prices are subject to change, at any time and at Bank's sole discretion, due to changes in business conditions, volumes, quality of work provided by the customer and normal pricing change cycles.

Notwithstanding anything contained herein to the contrary, all Treasury Management Services provided to customer are subject to U.S. Bank's Services Terms and Conditions, as the same may be amended from time to time.

Branch Cash services availability is subject to change based on client processing requirements and branch capacity.

Pricing for Branch Cash Services is subject to change when non-standard processing is requested.

EXHIBIT B

INSURANCE REQUIREMENTS

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

General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000.00 per occurrence, \$2,000,000.00 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability. 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 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.

Cyber liability insurance. Consultant shall maintain cyber liability insurance in an amount not less than \$2,000,000.00 general aggregate, covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information (including credit monitoring costs), alteration of electronic information, extortion and network security.

Proof of insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, including a waiver of subrogation endorsement for workers' compensation. Insurance certificates 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. Excluding the Professional Liability and Cyber Liability policies, 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. Excluding the Professional Liability and Cyber Liability policies, 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. Excluding the Professional Liability and Cyber Liability policies, 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.

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

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

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

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

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

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



City of La Puente AGENDA REPORT

To: Mayor and City Council

For meeting of: November 14, 2023

From: Bob Lindsey, City Manager

By: Troy Grunklee, CPA, Director of Administrative Services
Natalie Romo, Management Analyst

SUBJECT: CONSIDERATION OF APPROVAL OF A JOB DESCRIPTION FOR A
FULL-TIME CHIEF/DIRECTOR OF PUBLIC SAFETY POSITION

BACKGROUND/DISCUSSION

In 2022, the City of La Puente began restructuring and reimagining its Code Enforcement Division to improve its services in efforts to provide residents with a safer community and enhanced homeowner values based on beautification and resilience. Accompanying these redesigned efforts, was an increase in staffing within the Public Safety Division to implement more park security, streamline animal services, and safely and prudently enforce the City's municipal parking codes. To establish and solidify the Public Safety division as a department within the City, its services, programming, and augment resources available to the community, City staff recommends that the City Council consider and approve the position of Chief/Director of Public Safety.

In addition, the approval of the position of Chief/Director of Public Safety will place the Community Outreach Division (P.R.O.S. Team) under the directorship of the Public Safety Department, as well as support the City Manager with the oversight of the City's policing services contract with the Los Angeles County Sheriff's Department and community policing operations. The Chief/Director of Public Safety will allow the City's public safety services to become sustainable by increasing transparency and providing residents with a consistent quality of life through the competent and efficient oversight of the division's broadened services and programming.

At the October 24, 2023 City Council Meeting, the City Council approved a resolution that amended the comprehensive personnel system for full-time positions which added a full-time Chief/Director of Public Safety. The City Council also requested that an additional item be added to the job description which documented that this position would support the oversight of a private security contract. Additionally, City staff noted a change to utilize more general terms for the animal sheltering services rather than naming a specific contractor.

FISCAL IMPACT

The total expense increase associated with the approval of this position is approximately \$62,000 per fiscal year. Funding for this position will be from the General Fund and CDBG Fund.

RECOMMENDATION

It is recommended that the City Council: (1) approve the job description for the full-time Chief/Director of Public Safety position; (2) authorize the City Manager to make an appointment to the position; and (2) provide any necessary direction to Staff.

ATTACHMENTS

Attachment "A" Full-Time Chief/ Director of Public Safety Job Description



Chief/ Director of Public Safety

Department/Division:	Public Safety Services /Code Enforcement and Animal Services/ Community Outreach
Reports To:	City Manager
Provides Direction To:	Code Enforcement Officers, Animal Control Officers, Parking Control Specialists, Community Outreach Program Coordinators, and Office Specialists
FLSA Exemption Status:	Exempt, At-will
Date Prepared:	November 14, 2023

GENERAL PURPOSE

Under the City Manager's direction and supervision, the Chief/Director of Public Safety plans, organizes, coordinates, and manages the operations and activities of the Public Safety Division, which includes the Code Enforcement Program Division , Animal Services (Animal Control) Division, and Community Outreach Division; supports with the oversight of the City's policing services contract with the Los Angeles County Sheriff's Department and community policing operations; supports with the oversight of a private security contract; is responsible for the contracts with animal sheltering services and veterinary clinics associated with the City's animal control; supervises the Community Outreach Department to aid people within the community that are experiencing homelessness and a lack of resources; works in conjunction with other City departments to administrate emergency preparedness and response services; enforces municipal code provisions and animal control provisions; resolves major complaints and inquiries related to code compliance and animal control violations; prepares memos, correspondence, and reports regarding each division's activities; coordinates and manages special projects as required.

DISTINGUISHING CHARACTERISTICS

The Chief/Director of Public Safety is responsible for managing and operating the code enforcement division, animal control division, community outreach division, and park security to ensure community safety and peace within the City. The Chief/Director of Public Safety develops and implements proactive policies and procedures that solve disorder within the City, enforce community preservation, and encourage a collaborative relationship between the City and community. This classification is distinguished from the Code Enforcement Supervisor by managing broad-ranging enforcement activities and operations that ensure public safety within the City.

ESSENTIAL FUNCTIONS

The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the class.

1. Manages and participates in the development and implementation of goals, objectives, policies, ordinances, and priorities for the Public Safety Division; recommends and administers policies and procedures.
2. Develops and implements procedures designed to achieve code compliance involving application of related laws, ordinances, and regulations; consults with City Attorney, City staff, property owners, law enforcement and fire agencies; recommends code revisions to achieve practical and equitable regulations.
3. Maintains current knowledge of applicable provisions of the Penal, Local Municipal, Fire, Health and Industrial Safety Codes, as well as other official codes and regulations related to the activities of the Public Safety Division.
4. Establishes and maintains an effective emergency communication system between the City, law enforcement, and the surrounding community.
5. Monitors and reviews crime, hazardous, and unsafe condition reports, parking citation appeals, and other controversial or disputed areas of public safety.
6. Directs and oversees the management of public safety records, and reviews security/video/body camera footage/ access control computer systems.
7. Prepares and reviews monthly and quarterly reports of Public Safety Activities for City Council, records required for other enforcement actions, and research requests.
8. Selects, trains, motivates, and evaluates Public Safety personnel; provides or coordinates staff training with Human Resources; manages employee performance issues; and implements discipline and termination procedures.
9. Schedules, assigns, supervises, reviews, and evaluates staff work products, methods, and procedures; meets with staff to identify and resolve problems; coaches and trains staff in handling public complaints efficiently.
10. Interprets and applies municipal codes related to commercial and residential property maintenance; animal control/welfare; reviews case files prepared by staff for attorney prosecution; presents testimony as required; makes presentations to boards, commissions, and committees.

11. Conducts onsite inspections and re-inspections; determines existence and types of code violations; recommends corrective actions in order to bring about compliance; ascertains time frames for compliance; assists homeowners and businesses to obtain compliance.
12. Develops and presents educational and informational materials for the general public outlining City policies and standards pertaining to the improvements and maintenance of private property; promotes and encourages cooperation in obtaining voluntary compliance with City standards and regulations.
13. Coordinates and directs staff to provide residents and businesses with accurate and up to date information regarding municipal codes and procedures.
14. Responds to inquiries from and advises property owners and the public regarding compliance with animal control/welfare, building and zoning regulations, property maintenance standards, regulatory practices, and currently active code enforcement cases.
15. Responds to more complex and sensitive citizens' complaints, inquires and requests for information regarding code compliance and animal control violations; resolves issues in a timely and effective manner.
16. Maintains and coordinates communications with complainants, attorneys, and property owners involved in code violation cases.
17. Develops, implements, and administers a complex balanced and sustainable budget that prioritizes the departments and community's needs; analyzes and reviews budgetary and financial data; controls and authorizes expenditures in accordance with established procedures; reviews, approves and purchases equipment and materials as needed.

QUALIFICATIONS GUIDELINES

Knowledge of:

Applicable federal, State, and local codes, laws and regulations related to building, zoning, housing, animal control/welfare, and nuisance violations; supervisory principles and techniques; operational characteristics, services, and activities of a code enforcement program; business license practices; rental housing ordinances and policies; public relations and conflict resolution methods and techniques; record keeping practices; business letter writing and administrative report preparation techniques; modern office procedures, methods, and equipment.

Ability to:

Read and interpret legislation as related to code enforcement; recognize conditions that constitute a violation; manage the work of assigned staff; read, interpret, apply and explain related laws, ordinances, rules, regulations, policies and procedures; enforce housing, zoning, animal control/welfare, and property maintenance ordinances; prepare and review cases for prosecution; read and interpret legislation, codes, maps, plans, and legal descriptions; maintain records of code compliance activities; operate computer equipment and word processing and specialized database and software applications; communicate effectively both orally and in writing; research and prepare written reports; establish and maintain cooperative working relationships with residents, tenants, business owners, staff, management, contractors, vendors, and others; resolve conflict situations.

Core Values:

The position is expected to demonstrate commitment to the City's core values commensurate with the job responsibilities, which include fiscal sustainability, honesty and integrity, diversity, quality of life, professionalism, transparency, and planning for the future.

Education/Training/Experience:

Equivalent experience, on the job exposure, or demonstrated capabilities that would be the equivalent of education obtained in possessing a bachelor's degree from an accredited four-year college or university with major course work in Planning, Public Administration, Law Enforcement, or a related field.

Licenses; Certificates; Special Requirements:

Valid Class C California driver's license, acceptable driving record, and proof of insurance in compliance with the City's Vehicle Insurance Policy standards.

Possession of P.O.S.T. 832 certification or equivalent ICC certification.

May be required to work extended hours or on weekends given enforcement needs and public programs.

In accordance with California Government Code Section 3100, City of La Puente employees, in the event of a disaster, are considered disaster service workers and may be asked to protect the health, safety, lives, and property of the people of the State.

PHYSICAL AND MENTAL DEMANDS

The physical and mental demands described here are representative of those that must be met by employees to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Physical Demands

While performing the duties of this class, the employee is frequently required to sit, stand and walk, as well as bend, stoop, crouch and squat in the performance of daily activities. The sensory demands include the ability to talk, and hear, both in person and by telephone; use hands to finger, handle, feel or operate computer hardware and standard office equipment; and reach with hands and arms. The employee occasionally lifts and carries records and documents typically weighing less than 25 pounds.

Sensory demands include the ability to see within the normal range, talk, and hear and use electronic touch keypads.

Mental Demands

While performing the duties of this class, the employee is regularly required to use clear and concise oral communication skills with both the public and co-workers; read and interpret data; potentially deal with situations involving interpersonal conflicts involving parking enforcement.

WORK ENVIRONMENT

The employee frequently works in office conditions where the noise level is usually moderate, at and below 70 decibels, and occasionally above 80 decibels given vehicular noise.



City of La Puente **AGENDA REPORT**

To: Mayor and City Council

For meeting of: November 14, 2023

From: Bob Lindsey, City Manager

By: Kimberly Cardona, Community Engagement Supervisor

SUBJECT: CONSIDERATION OF A RESOLUTION RESCINDING RESOLUTION NO. 23-5804 AND AMENDING THE COMPREHENSIVE PERSONNEL SYSTEM FOR PART-TIME POSITIONS, AND APPROVAL OF A JOB DESCRIPTION FOR THE PART-TIME CONCESSION AND EVENT SPECIALIST POSITION

BACKGROUND/DISCUSSION

On May 28, 2019, the City Council approved the addition of a Community Engagement Supervisor to be responsible for the La Puente Community Foundation (LPCF) engagement efforts and raising funds for the purpose of providing community-based programming to benefit the residents of the City. On May 23, 2023, the City Council added the position of Concession and Event Supervisor to assist with daily operations and supervision of concession and event service staff, as well as provide the Community Engagement Supervisor with administration, operational, and supervisorial support of the LPCF programming, concessions, and events.

In November 2022, the LPCF began operating the La Puente Park Snack Bar to raise funds, and since then the snack bar has continued to grow in popularity. On August 1, 2023, the LPCF opened the La Puente Park Coffee Shop, “LP Perk Café” to significant commercial success amongst parkgoers. Activity levels within the two establishments have remained strong since inception, and additional assistance in the form of personnel is required to maintain operating effectiveness.

To operate the La Puente Park Snack Bar and Coffee Shop effectively, staff recommends that the City Council add the position of PT Concession and Event Specialist to assist the Community Engagement Supervisor and Concession and Event Supervisor with daily operations, support, training, direction of concession and event service staff. The Concession and Event Specialist will be responsible for all aspects of concession operations with the LPCF, including but not limited to training and support of crew members, inspecting facilities for safety and cleanliness, assisting with ordering and deliveries, inventory management and product movement, food preparation, coffee and drink preparation, and assisting with last-minute schedule changes. Additionally, the Concession and Event Specialist will ensure that a consistent level of quality service at the La Puente Park Snack Bar and Coffee Shop is maintained.

FISCAL IMPACT

This position is proposed for placement within Grade H10, with an estimated cost of \$20,442 annually. At this time, staff are projecting an annual cost of \$40,900 to be reimbursed by the La Puente Community Foundation. With city council approval, the La Puente Community Foundation board will be able to review and approve the newly created position for funding.

RECOMMENDATION

It is recommended that the City Council: (1) adopt Resolution No. 23-5836 rescinding resolution No. 23-5804 amending the comprehensive personnel system; and (2) approve the job description for the part-time Concession and Event Specialist position.

ATTACHMENTS

Attachment "A"	Resolution No. 23-5836
Attachment "B"	Part-Time Concession and Event Specialist Job Description

RESOLUTION NO. 23-5836

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA PUENTE, CALIFORNIA, RESCINDING RESOLUTION NO. 23-5804, AND AMENDING THE COMPREHENSIVE PERSONNEL SYSTEM AND ESTABLISHING AUTHORIZED PART-TIME POSITIONS AND HOURLY RATES FOR CITY EMPLOYEES

WHEREAS, the City Council wishes to amend and establish part-time positions and hourly rates for City employees for the 2023-2024 Fiscal year, effective November 14, 2023.

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. Effective November 14, 2023, Resolution 23-5804 is hereby rescinded.

SECTION 3. Hourly part-time employees shall be compensated at a rate fixed per the following schedule:

Classified Positions (Part-Time) Non-Exempt	Hourly Rates Steps A - E
Management Intern	15.80 – 18.29
Community Services Leader	15.80 – 18.29
Office Assistant	15.80 – 19.21
Community Service Specialist	16.59 – 20.17
Parking Control Specialist	18.29 – 22.23
Maintenance Assistant	19.21 – 23.35
Office Specialist	20.17 – 24.51
Concession & Event Specialist	20.17 – 24.51
Maintenance Worker	22.23 – 27.03
Code Enforcement Officer	25.74 – 31.29
Assistant City Engineer	48.53 – 58.99

SECTION 4. The activity level of part-time positions must fall within the amount appropriated by the City Council set each fiscal year.

SECTION 5. If any provision, clause, section or part of this Resolution is found to be unconstitutional, illegal or invalid, such finding shall affect only such provision, sentence, clause, section or part, and shall not affect or impair any of the remaining parts.

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

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

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

Charlie Klinakis, Mayor

ATTEST:

Martha Torres, MPA, City Clerk



Concession and Event Specialist

Department/Division:	City Manager's Office
Reports To:	Concession and Event Supervisor
Provides Direction To:	Not Applicable
Exemption Status/Pay Structure:	Non-Exempt; Hourly
Date Prepared:	November 14, 2023

GENERAL PURPOSE

Under general supervision of the Concession and Event Supervisor or Community Engagement Supervisor, performs a variety of functions supporting the operations of the concessions and events of the La Puente Community Foundation.

CLASS CHARACTERISTICS

The Concession and Event Specialist performs a range of concession and event support duties, including food and beverage preparation, inspection, and training of less experienced staff. This position is distinguished from the Concession and Event Supervisor which requires greater knowledge of concession practices and broader supervisory and management responsibilities.

ESSENTIAL FUNCTIONS

The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the class.

1. Operates concession stand and coffee shop as assigned; prepares and sells menu items to be served to guests including food and beverages; adheres to standard recipes, menus, and methods of food and beverage preparation, portions, cost and waste control; opens and closes facilities.
2. Operates food preparation equipment and appliances safely; sets up and closes out a variety of equipment and tools, including clean-up of this equipment.
3. Ensures and maintains health department protocols.
4. Processes payments and utilizes a computerized cashiering system; maintains accurate accounting of sales and receipts.

5. Assists with ordering, deliveries, inventory, stocking, and tracking of supplies; maintains order and cleanliness of kitchen and storage areas.
6. Supports the Concession and Event Supervisor by training and providing direction to concession and event service staff in recipes, time-motion techniques, kitchen efficiency, and safety and sanitation procedures; conducts quality control of food and beverages prepared by staff.
7. Reports accidents, incidents, or unsafe conditions to the appropriate supervisor in a timely fashion.
8. Assists with planning and scheduling the work of staff in concession and event facilities.
9. Maintains the highest standards of customer service and handles a variety of situations using tact and diplomacy.
10. Performs other duties as assigned.

QUALIFICATIONS GUIDELINES

Knowledge of:

Commercial food and beverage service operations and practices, including the capacity to maintain equipment; sanitation and safety measures; cash handling procedures; inventory management principles and procedures; menu development and planning principles; conflict resolution techniques; customer service techniques.

Ability to:

Operate a computer using word processing and spreadsheet software to communicate with staff, generate reports, and gather data; prepare food and beverages in a high volume commercial food and beverage service environment; supervise and train food and beverage service staff; monitor and maintain inventory; maintain food and beverage commercial equipment; sustainably develop and plan cost effective menus; develop, implement, and monitor work flow procedures; communicate effectively through oral and written mediums.

Education/Training/Experience:

A typical way of obtaining the knowledge, skills and abilities outlined above is high school graduation or G.E.D. equivalent and six months to one year of increasingly responsible

restaurant, quick service food, or customer service work; or an equivalent combination of training and experience.

Licenses, Certificates; Special Requirements:

Possession of a valid Class C California driver's license, acceptable driving record, and proof of auto insurance in compliance with the City's Vehicle Insurance Policy standards.

Ability to complete Food Handlers certification training within six months of assignment to the classification, as required.

Ability to complete Certified Professional Food Safety certification within twelve months of assignment to the classification, as required.

Ability to work extended hours to attend City functions and meetings.

In accordance with California Government Code Section 3100, City of La Puente employees, in the event of a disaster, are considered disaster service workers and may be asked to protect the health, safety, lives, and property of the people of the State.

PHYSICAL AND MENTAL DEMANDS

The physical and mental demands described here are representative of those that must be met by employees to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Physical Demands

While performing the duties of this class, and performing food and beverage service functions, the employee is frequently reaching, walking, standing, lifting, stooping, or carrying equipment and materials weighing up to 50 pounds. The employee occasionally operates computer hardware and standard office equipment requiring finger dexterity and light grasping.

Sensory demands include the ability to see within normal range, talk, and hear, and use electronic touch keypads.

Mental Demands

While performing the duties of this class, the employee is regularly required to work in a fast-paced environment with frequent interruptions and irregularities in the work schedule. The employee is regularly required to read and interpret data, information, and documents; observe and interpret situations; analyze and solve conflict; learn and apply regulations,

procedures, or skills; work on multiple, concurrent tasks while meeting deadlines; and interact with management, staff, contractors, vendors, and the general public.

WORK ENVIRONMENT

The employee frequently works in a commercial food service environment with irregular temperature settings. The noise level typically at an average of 80 decibels.



City of La Puente AGENDA REPORT

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

From: Bob Lindsey, City Manager

By: Kimberly Cardona, Community Engagement Supervisor

SUBJECT: CONSIDERATION OF APPROVAL FOR CARNIVAL AND CAR SHOW EVENTS

BACKGROUND/DISCUSSION

The City proposes to hold its first annual Carnival for the purpose of raising funds to benefit the local community. A three-day event is planned for Spring, beginning April 19, 2024, and ending April 21, 2024. Youth sports coalition teams will be invited to participate along with other non-profit organizations. The anticipated location is the Industry Park and Ride lot, pending approval of a temporary event permit from City of Industry.

Additionally, the La Puente Community Foundation (501c3) will host its first annual Car Show event on Saturday, April 20, 2024. It will be open to the public from 10:00AM to 3:00PM. The proposed route for the Car Show will rely on street closures as follows:

Glendora Avenue between Main Street and San Jose Avenue
Main Street between Glendora Avenue and Stimson Avenue.

FISCAL IMPACT

Revenues received from the Carnival will be based on a percentage of the contracted operator's total intake. Staffing related expenses for the three-day event are expected to cost approximately \$3,000. Car Show revenues will be based on a per-vehicle entry fee, and expenses for the event are projected to be approximately \$1,500. This includes Maintenance, Community Services, and Code Enforcement department personnel.

RECOMMENDATION

It is recommended that the City Council approve the Carnival and Car Show events.

ATTACHMENTS

No attachments.



City of La Puente AGENDA REPORT

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

From: Bob Lindsey, City Manager

By: Alex Bauman, Director of Community Services

SUBJECT: CONSIDERATION OF A RESOLUTION GRANTING A FEE WAIVER FOR LA PUENTE NATIONAL LITTLE LEAGUE FOR THEIR ANNUAL LA PUENTE NATIONAL LITTLE LEAGUE OPENING DAY PARADE

BACKGROUND

The La Puente National Little League (“League”) traditionally held their annual Little League Opening Day Parade (“Parade”) on the same Saturday as the Youth Coalition Carnival. This year’s event will just be a parade and is scheduled for Saturday, March 9, 2024, with step off beginning at 9:00 a.m. and will conclude with their Opening Day Ceremony at La Puente Park. The parade route is as follows:

Start: Central Avenue and Stimson Avenue
Main Street from Stimson Avenue to Glendora Avenue
End: Glendora Avenue to Hill Street and into the Community Center Parking Lot

La Puente National Little League relies on the assistance of City Staff to hold this community event.

DISCUSSION

The League is holding their annual Parade on Saturday, March 9, 2024. The Parade steps off at 9:00 a.m. and will conclude with the Opening Day Ceremony at La Puente Park. All activity related to the Parade will cease by 11:30 a.m.

After a review of the parade route, staff have identified the following items for the City Council’s consideration. It is important to note that with the parade starting at City Hall, instead of 1st Street and Main Street as it did in 2019. As such, additional expenses will be incurred.

Staffing:

The League is requesting to have the streets closed for staging and for the parade route. In order to accomplish this, Maintenance Staff will be scheduled to work from 5:00 a.m. to 1:00pm on Saturday, March 9, 2024 with a thirty (30) minute lunch, Code Enforcement Staff from 7:30 a.m. to 12:00 p.m. on Saturday, March 9, 2024 and Community Services Staff from 7:00 a.m. to 12:00 p.m. for part-time staff and 6:30 a.m. to 12:00 p.m. for full time staff on Saturday, March 9, 2024. The staffing recommendation is four (4) part-time Maintenance staff, three (3) full-time Maintenance

staff, ten (10) part-time Code Enforcement staff, ten (10) part-time Community services staff, and two (2) full-time Community Services staff. The staff cost estimate for this assignment is \$4,000.

Equipment: In order to meet the request for the street closures, the City will spend approximately \$1,500.00 for equipment rental to supplement the equipment that the city currently owns for the 2024 Parade.

Insurance: The League will provide the insurance fee associated with the purchasing of special event insurance through their insurance carrier.

Guidelines: To receive approval for the parade, the League must comply with the provisions of the City’s Municipal Code and other requirements set forth by the City’s Planning Division of the Development Services Department, and the City Attorney’s Office including the following:

1. Work with the City to provide an accurate and detailed site plan.
2. Provide a Fire Department Permit.
4. Enter into a Park and Streets Use agreement with the City, which would include a general release, hold harmless, and indemnity provisions, as well as recovery of attorneys’ fees, for the City’s protection.
5. Have the League and all participants, execute general releases/hold harmless forms, releasing the City of any liability that may arise during the event. This form should also include an indemnity provision.
6. The League should provide the City with proof of appropriate insurance coverage.

Public Purpose: The League’s Parade is a valuable community event, and the fee waiver serves a public purpose in that it allows the League to continue this tradition for another year. The Parade brings residents to the downtown area and the City’s Park and serves as a positive family-friendly activity for the City.

FISCAL IMPACT

The following list summarizes estimated expenses:

Staffing Fees	\$ 4,000.00
Equipment Rental	\$ 1,500.00
Preliminary Total	\$ 5,500.00

The remaining items will be absorbed by the 2023/2024 budget.

RECOMMENDATION

It is recommended that the City Council adopt Resolution No. 23-5837 approving a request for a fee waiver for the La Puente National Little League Opening Day Parade.

ATTACHMENTS

Attachment "A": Resolution No. 23-5837

RESOLUTION NO. 23-5837

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF LA PUENTE, CALIFORNIA, APPROVING A REQUEST
FOR A FEE WAIVER AND ABSORB THE FEES FOR THE
LA PUENTE NATIONAL LITTLE LEAGUE OPENING
DAY PARADE**

WHEREAS, the La Puente National Little League (hereinafter “League”) requested that the City Council waive fees associated with the League’s annual 2024 La Puente National Little League Opening Day Parade (hereinafter “Parade”) to be held on Saturday, March 9, 2024; and

WHEREAS, the total fees associated with the 2024 Parade are \$6,500.00; and

WHEREAS, the total amount the League is requesting the City Council to waive and absorb is \$ 6,500.00; and

WHEREAS, while the City is proposing to waive all fees associated with the League’s 2024 Parade, the League is still required to comply with all other provisions of the City’s Municipal Code; and

WHEREAS, the fee waiver the fee waiver serves a public purpose in that it allows the League to continue this tradition for another year. The Parade brings residents to the downtown area and the City’s Park, and serves as a positive family-friendly activity for the City.

**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 fee waiver serves a public purpose in that it allows the League to hold a valuable community event that brings residents to the downtown area and the City’s park, and serves as a positive family-friendly activity for the City.

SECTION 3. The City Council hereby approves to waive and absorb all fees associated with the 2024 La Puente National Little League Opening Day Parade in the amount of \$6,500.00

SECTION 5. The League shall abide by the City’s Municipal Code in order to hold the 2024 Parade, and shall provide the City with all information required by City staff, including, but not limited to, the following:

1. Provide an accurate and detailed site plan
2. Provide a Fire Department Permit
3. Provide and maintain four portable restrooms during the event.
4. Enter into a Park and Streets Use agreement with the City, which would include a

general release, hold harmless and indemnity provisions, as well as recovery of attorneys' fees, for the City's protection.

- 5. Have the League and all participants, execute general releases/hold harmless forms, releasing the City of any liability that may arise during the event. This form should also include an indemnity provision.
- 6. The League should provide the City with proof of appropriate insurance coverage and submit it to the JPIA to determine if they are acceptable.

SECTION 6. 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 7. That the City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

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

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

Charlie Klinakis, Mayor

ATTEST:

Martha Torres, City Clerk



City of La Puente AGENDA REPORT

To: Mayor and City Council

For meeting of: November 14, 2023

From: Bob Lindsey, City Manager

SUBJECT: CONSIDERATION OF A RESOLUTION CASTING THE CITY'S VOTES FOR A COUNCIL MEMBER TO REPRESENT CITIES WITHOUT PRESCRIPTIVE WATER PUMPING RIGHTS ON THE BOARD OF THE SAN GABRIEL BASIN WATER QUALITY AUTHORITY

BACKGROUND/DISCUSSION

The San Gabriel Basin Water Quality Authority ("WQA") was established by the State Legislature (SB 1679) on February 11, 1993, to develop, finance and implement groundwater treatment programs in the San Gabriel Valley.

The WQA is under the direction and leadership of a seven-member board comprised of one member each from an overlying municipal water district, one from a city with water pumping rights, one from a city without water pumping rights and two members representing water purveyors. The cities without prescriptive water pumping rights include Baldwin Park, Bradbury, Duarte, La Puente, La Verne, Rosemead, San Dimas, San Gabriel, San Marino, Sierra Madre, South El Month, Temple City and West Covina.

On September 26, 2023, the City Council adopted Resolution No. 23-5826 nominating Valerie Munoz to the WQA Board. The nomination period has closed and the WQA is requesting each qualified city cast its votes for one candidate by resolution of the City Council. The resolution of the City Council casting its votes must be received by the WQA no later than December 19, 2023, at 12:00 p.m.

FISCAL IMPACT

None.

RECOMMENDATION

It is recommended that the City Council adopt Resolution No. 23-5838 casting the City's votes for Valerie Munoz to represent cities without prescriptive water pumping rights on the Board of the San Gabriel Basin Water Quality Authority.

ATTACHMENTS

Attachment "A": Resolution No. 23-5838

Attachment "B": San Gabriel Basin Water Quality Authority Letter and Ballot

RESOLUTION NO. 23-5838

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA PUENTE, CALIFORNIA, CASTING ITS VOTES FOR VALERIE MUNOZ TO REPRESENT CITIES WITHOUT PRESCRIPTIVE WATER PUMPING RIGHTS ON THE BOARD OF THE SAN GABRIEL BASIN WATER QUALITY AUTHORITY

WHEREAS, on September 22, 1992, Senate Bill 1679 was signed into law by Governor Pete Wilson authorizing the creation of the San Gabriel Basin Water Quality Authority; and

WHEREAS, the Board of the San Gabriel Basin Water Quality Authority is composed of seven members with three appointed members from each of the three municipal water districts, one elected city council person from cities in the San Gabriel Basin with prescriptive water pumping rights, and one elected city council person from cities in the San Gabriel Basin without prescriptive pumping rights, and two appointed members representing water producers; and

WHEREAS, the City of La Puente is one of the cities in the San Gabriel Basin without prescriptive water pumping rights; and

WHEREAS, the City of La Puente may cast its votes for a representative by resolution and delivered to the San Gabriel Basin Water Quality Authority no later than December 19, 2023, at 12:00 p.m.

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 of the City of La Puente casts its full votes for Council Member Valerie Munoz of the City of La Puente as the representative for cities in the San Gabriel Basin without prescriptive water pumping rights.

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 14th day of November, 2023, by the following vote:

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

Charlie Klinakis, Mayor

ATTEST:

Martha Torres, City Clerk



San Gabriel Basin Water Quality Authority

1720 W. Cameron Avenue, Suite 100, West Covina, CA 91790 • 626-338-5555 • Fax 626-338-5775

RECEIVED
CITY OF LA PUENTE
CITY CLERK'S OFFICE
23 OCT 31 PM 3:01

October 30, 2023

RE: ELECTION FOR WQA BOARD MEMBER AND ALTERNATE REPRESENTING
CITIES WITHOUT WATER PRESCRIPTIVE PUMPING RIGHTS

Dear City Manager:

The nomination period for the election of the WQA board member and alternate representing cities without prescriptive water pumping rights was closed on October 19, 2023 at 5:00 p.m. Enclosed is an election ballot, a sample resolution, a list of nominees, and a list of cities without prescriptive pumping rights and the number of votes each is entitled.

Each city may cast their votes for only one of the listed nominees in the form of a resolution. The resolution must be received at 1720 W. Cameron Ave. Suite 100, West Covina, CA 91790 or by email to stephanie@wqa.com by December 19, 2023 at 12:00 p.m.

Our office hours are Monday through Thursday 8:00 a.m. to 12:00 p.m. and 1:00 p.m. to 5:00 p.m. Votes will be officially counted during the Water Quality Authority's regular meeting on December 20, 2023 at 12:00 p.m.

Each city has one vote for each 10,000 residents or majority thereof, as determined by the 2020 U.S. census data. The enclosed ballot indicates the number of votes your city may cast. Please note that a city must cast all of their votes to only one candidate and cannot split their votes. Please also note that a city is not limited to voting for its own city council members and that a city may vote in an election whether or not it nominated a candidate.

If you should have any questions, please contact me at (626) 338-5555 or by email at Stephanie@wqa.com

Sincerely,

A handwritten signature in blue ink, reading 'Stephanie Moreno', is written over the word 'Sincerely,'.

Stephanie Moreno
San Gabriel Basin Water Quality Authority
Stephanie@wqa.com
Enclosures

ATTACHMENT B



San Gabriel Basin Water Quality Authority

1720 W. Cameron Avenue, Suite 100, West Covina, CA 91790 • 626-338-5555 • Fax 626-338-5775

BALLOT

ELECTION OF CITY MEMBERS AND ALTERNATES FROM CITIES WITHOUT PRESCRIPTIVE PUMPING RIGHTS TO THE BOARD OF THE SAN GABRIEL BASIN WATER QUALITY AUTHORITY PURSUANT TO SB 1679

CITY: LA PUENTE

NUMBER OF VOTES TO BE CAST: 4

TO THE CITY COUNCIL:

The following candidates have been duly nominated by qualified cities for the office of city member and alternate of the Board of the San Gabriel Basin Water Quality Authority ("the Authority") from cities without prescriptive pumping rights.

The election of the city member and alternate will take place at an adjourned meeting of the Board of the Authority set for December 20, 2023, at 12:00 p.m., at 1720 W. Cameron Ave., Suite 100, West Covina, California.

Your city may cast its votes for one candidate by resolution of the city council. The number of votes to which your city is entitled, based upon population, is set forth above.

The resolution of the city council casting its votes must be sent to the Authority **by December 19, 2023 at 12:00 p.m. or may not be counted.**

This Ballot may accompany the resolution of the city council casting its votes for city member and alternate from cities without prescriptive pumping rights.

(SAMPLE RESOLUTION)

If you would like an electronic version of this resolution please email Stephanie Moreno to request one at: stephanie@wqa.com

RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF _____, CALIFORNIA, CASTING
ITS VOTE(S) FOR COUNCILMEMBER
TO REPRESENT CITIES WITHOUT PRESCRIPTIVE PUMPING RIGHTS
ON THE BOARD OF THE SAN GABRIEL BASIN
WATER QUALITY AUTHORITY**

WHEREAS, on September 22, 1992, Senate Bill 1679 was signed into law by Governor Pete Wilson authorizing the creation of the San Gabriel Basin Water Quality Authority; and

WHEREAS, the Board of the San Gabriel Basin Water Quality Authority is composed of seven members with three appointed members from each of the three municipal water districts, one elected city council person from cities in the San Gabriel Basin with prescriptive pumping rights, and one elected city council person from cities in the San Gabriel Basin without prescriptive pumping rights, and two appointed members representing water producers; and

WHEREAS, the City of _____ is one of the cities in the San Gabriel Basin without prescriptive pumping rights;

WHEREAS, the City of _____ may cast its vote(s) for a representative by resolution and delivered to the San Gabriel Basin Water Quality Authority no later than December 19, 2023 at 12:00 p.m.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF _____, CALIFORNIA DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

Section 1. The City Council of the City of _____ casts its full vote(s) for Councilmember _____ as the representative for cities in the San Gabriel Basin without prescriptive pumping rights.

PASS, APPROVED AND ADOPTED this _____ day of _____, 20_____.



San Gabriel Basin Water Quality Authority

1720 W. Cameron Avenue, Suite 100, West Covina, CA 91790 • 626-338-5555 • Fax 626-338-5775

ELECTION FOR WQA BOARD MEMBER AND ALTERNATE MEMBER REPRESENTING CITIES WITHOUT PRESCRIPTIVE PUMPING RIGHTS

LIST OF NOMINATIONS

(In the order in which they were received)

Name

Margaret Clark
City of Rosemead

Valerie Munoz
City of La Puente

Nominated by

City of Rosemead

City of La Puente

Cities without Pumping Rights

2020 U.S. Census Data

City	2020 Population	# of Votes
Baldwin Park	72,176	7
Bradbury	921	1
Duarte	21,727	2
La Puente	38,062	4
La Verne	31,334	3
Rosemead	51,185	5
San Dimas	34,924	3
San Gabriel	39,568	4
San Marino	12,513	1
Sierra Madre	11,268	1
South El Monte	19,567	2
Temple City	36,494	4
West Covina	109,501	11
Total votes		48

SB 1679, Article 5. Sec. 505 (a)

Each City has one vote for each 10,000 residents or majority fraction thereof, as determined by the most recent U. S. decennial census data.



City of La Puente AGENDA REPORT

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

From: Bob Lindsey, City Manager

By: John Di Mario, Development Services Director
Abraham Tellez, Planning Manager

SUBJECT: AMENDING PROGRAM GUIDELINES FOR THE BUSINESS START-UP
GRANT PROGRAM

BACKGROUND

On May 23, 2023, the City Council approved the Business Start-Up Grant Program with the intention to attract new businesses to the City, as well as encourage business relocations into the City. The Business Start-Up Grant program was allocated \$180,000 to fund up to 18 businesses at \$10,000 each. Thus far, a total of 6 have been approved to receive the start-up grant and 3 are in the qualification phase. Now that the Program has been available for several months, Staff has identified an opportunity to amend the guidelines to allow for certain qualifying businesses to receive a second grant of up to \$10,000.

DISCUSSION

The Business Start-Up Grant continues to assist qualified businesses with less than 20 employees to cover tenant improvements or building upgrades and essential operating expenses such as rent, utilities, accounts payable, insurance costs, payroll costs, principal and interest on business start-up loans, etc. The Business Start-Up Grant currently provides one-time grants of up to \$10,000 to eligible La Puente Start-Up businesses with the intent to support local economic recovery and to build new business interest in La Puente.

Staff is recommending slight changes to the Program by amending the “Eligible Business/Applicant” section of the Program Guidelines. The intent of the changes is to allow for new La Puente businesses to be eligible for a second grant of \$10,000 should they meet the following criteria:

- Place of business must be located in the Downtown Business District Specific Plan area.
- Assistance is for tenant improvement costs and other upgrades to the building or tenant space and/or necessary off-sites costs that would otherwise preclude the business from opening without the City’s assistance. Eligible tenant improvements must have been completed within the past three (3) months or are anticipated to be commenced within six (6) months of the application date.

- The business must maintain minimum regular business hours of being open to the public of 40 hours per week, 5 days per week along with a commitment to remain in business for a minimum of one (1) year after receiving the assistance.
- Be a service oriented (excluding professional, medical, financial, real estate and personal services) commercial establishment that produces retail sales tax.

Included as Exhibit A to the Attachment Resolution are revised Program guidelines which incorporates the changes highlighted above. If approved, the new guidelines would go into effect immediately and interested businesses may submit an application for consideration and approval.

The Business Start-up Grant program will be administered until all designated funds for the Program have been exhausted. The Program will cease once all funds have been exhausted, but no later than June 30, 2024.

FISCAL IMPACT

The Business Start-up Grant program will continue to be funded through the City's remaining available ARPA funds.

RECOMMENDATION

It is recommended that the City Council adopt Resolution No. 23-5839 approving the amendments to the City's Business Start-Up Grant Program.

ATTACHMENTS

Attachment "A": Resolution No. 23-5839

RESOLUTION NO. 23-5839

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA PUENTE, APPROVING REVISED PROGRAM GUIDELINES FOR THE CITY'S BUSINESS START-UP GRANT PROGRAM UTILIZING AMERICAN RESCUE PLAN ACT FUNDS

WHEREAS, in Fiscal Year 2021-2022, the Business Assistance Grant program utilized \$415,000 of American Rescue Plan Act ("ARPA") funds to award eighty-three (83) business assistance grants from existing businesses in La Puente; and

WHEREAS, on May 16, 2022, the City Council adopted the Fiscal Year 2022-2023 budget that programmed \$400,000 of ARPA funds to continue the Business Assistance Grant program; and

WHEREAS, the Business Assistance Grant has successfully assisted many businesses throughout the City, resulting in a successful program saturation rate; and

WHEREAS, the City has identified a new business sector appropriate for assistance which targets new business start-ups in the City; and

WHEREAS, the City has developed a Business Start-up Grant Program to foster and encourage continued economic growth and development in the City by attracting new businesses to La Puente, consistent with the goals of ARPA; and

WHEREAS, on May 23, 2023, the City Council adopted Resolution No. 23-5800 approving the Business Start-up Grant Program and accompanying program guidelines; and

WHEREAS, the City wishes to revise the program guidelines to further support La Puente Businesses.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LA PUENTE, CALIFORNIA, DOES HEREBY PROCLAIM AND ORDER AS FOLLOWS:

1. The above recitals are true and correct and are incorporated herein by reference.
2. The City Council approves revisions to the Business Start-Up Grant Program and accompanying program guidelines attached hereto and incorporated herein by reference, as Exhibit A.
3. That the City Council hereby directs City Staff to implement the Business Start-Up Grant Program in compliance with American Rescue Plan Act.
4. The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any

person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

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

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

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

Charlie Klinakis, Mayor

ATTEST:

Martha Torres, MPA, City Clerk

Exhibit A



CITY OF LA PUENTE

AMERICAN RESCUE PLAN ACT COVID-19 (ARPA-CV)

LOCAL BUSINESS START-UP GRANT PROGRAM

GUIDELINES

(Revised November 2023)

The City of La Puente has received funding through the Department of the Treasury through the American Rescue Plan Act (ARPA), to prevent, prepare for, and respond to the COVID-19 pandemic.

The City of La Puente's ARPA-CV Business Start-Up Grant Program will provide one-time grants of up to \$10,000 to eligible City of La Puente businesses whose start-up efforts have been impacted or delayed by the Corona Virus COVID-19 pandemic. This grant will encourage continued economic development in the City of La Puente, which is consistent with the ARPA goals as a response to the COVID-19 pandemic.

These funds will assist qualified new local start-up businesses with less than 20 employees to cover essential operating expenses and capital costs such as tenant improvements, rent, utilities, insurance, payroll costs, and accounts payable.

Application Information:

The Business Start-Up Grant Program (“Program”) is available to new businesses interested in establishing a place of business in the City of La Puente. The following are the application requirements.

Certification form(s) and detailed Business Information will be completed by the business owner(s) as included below:

- Active City of La Puente Business License (or in process to obtain)
- Government Issued Identity Document (i.e., CA I.D., Passport, etc.)
- Identifications of all associates and/or partners
- Articles of Incorporation (if applicable)
- Business Plan
- Certification of Business Annual Income
- Current Income Taxes (if applicable)
- Description of type of business service
- Description of use of the funds
- Fictitious Business Name Filing
- List of employee positions, whether they are full or part-time
- Owner contact information
- Professional License(s) (if applicable)
- UEI Confirmation Number from SAM.gov
- W-9 Form

Program Funding:

Grants will be issued based on the demonstrated need of the business up to a maximum of \$10,000 per business. Grants are a one-time award to a specific business entity.

Eligible Business Assistance: Assistance will be in the form of a check payment issued to the Business Name. Grant funds are eligible to be used as follows:

- Monthly commercial rent or loan payment; and/or
- Utility Payments; and/or
- Vendor Payments; and/or
- Insurance, workers compensation, etc. and/or
- Employee Payroll; and/or
- Tenant improvements and equipment purchases

Eligible Businesses/Applicants: Business applicants must be within the City of La Puente Jurisdiction and meet the following eligibility criteria:

- New Small Businesses with under 20 full-time equivalent employees.
- Must occupy a physical location in a building (brick and mortar) within the City of La Puente.
- Must be in business within the City of not more than one (1) year.

- The business must comply with the City's zoning and land-use regulations and be located within the C1, C2, CM, DBD-SP Mixed-Use and Business Park zones.
- Businesses that have had an open/active code enforcement case within the last six (6) months, including code enforcement cases due to a lack of business license will be disqualified.
- Business relocations are eligible only when relocating within the City boundaries.
- Must be a "new" business at a location that was not previously occupied by the same use under different ownership. The Development Services Department may consider exceptions to this eligibility requirement, especially for instances involving business relocation from within the City boundaries.¹
- Must possess a current City business license at the time the application is submitted to the City. If a Business License application is in process, see "**Staff Review**" section for instructions.
- A business with an active business license that has been in effect for **more** than eighteen (18) months shall not qualify.¹
- Tax Exempt/Non-Profit Business Entities are not eligible.
- Must have or obtain a Unique Entity Identification (UEI) number by registering your organization in the Sam.gov portal. The instructions will be included with each application. The instructions will describe how to obtain the UEI number **free** of charge.

FOR BUSINESSES RECEIVING A SECOND ROUND OF FUNDING

- Place of business must be located in the Downtown Business District Specific Plan area.
- Assistance is for tenant improvement costs and other upgrades to the building or tenant space and/or necessary off-sites costs that would otherwise preclude the business from opening without the City's assistance. Eligible tenant improvements must have been completed within the past three (3) months or are anticipated to be commenced within six (6) months of the application date.
- The business must maintain minimum regular business hours of being open to the public of 40 hours per week, 5 days per week along with a commitment to remain in business for a minimum of one (1) year after receiving the assistance.
- Be a service oriented (excluding professional, medical, financial, real estate and personal services) commercial establishment that produces retail sales tax.

Business Types: Business types may include, but are not limited to the following:

¹ The City will provide the City Manager and Director of Development Services with discretion to provide for criteria to allow a business to qualify if it has been in business for not more than 18 months. Such discretion shall be exercised in good faith and not unreasonably withheld. There shall be no conflict of interest in the administration of the program consistent with California Law that applies to Staff and City Council members.

- Restaurants, coffee shops, bakeries, etc.
- Salons, barbers, and other grooming businesses
- Retail and Commercial stores (such as consumer goods, electronics and appliances, health and sporting goods, furniture, clothing and shoes, kitchen equipment, books and entertainment stores, music, and audio/visual equipment, etc.)

Disqualifying Criteria: Any of the following events or actions will disqualify the owner of a business from being considered for grant funding:

- Business is not within the City of La Puente
- Business has been in operation for more than 18 months¹
- Has current open, or recent, City of La Puente Code Enforcement Violations

All the above criteria are important, and the absence of anyone may be sufficient to deny a Grant request.

Evaluation Criteria:

The Program applications will be reviewed based on the following criteria, specified by the American Rescue Plan Act and the Department of the Treasury:

1. **Planned Use of Funds:** The business will identify planned use of program funds and ways to keep the business successfully running after the Grant has been expended. This will identify how the business will spend the requested Grant funds and ensure business sustainability.
2. **Location:** Limited to businesses paying commercial rent and/or loan payments for the property operating out of a storefront “brick and motor” location in a commercial area of the City.
3. **Economic Stimulus:** Preference will be given to businesses that have **not** been able to receive economic assistance from any other federal, state, county or City programs, such as the Paycheck Protection Program.

Applicant Intake Process: Applications will be accepted on a rolling basis. Grants will be awarded to qualified applicants on a “first come, first served” basis until funds are expended, but not later than one (1) year from Program implementation.

Applications will be made available on the City’s website or emailed or mailed upon request. Applicants will attach the completed application, and all supporting documentation requested on the application and sent to businessgrant@lapuente.org

The application will ask for proof of current commercial lease, or property ownership, a W-9 form, and information about the number of employees of the business. This application also requests a short narrative describing how the Grant funds will be used.

The applicant will also need to provide a statement of self-certification stating that they own a small business and have 20 or less full-time equivalent employees. These can be found in **Form A**, **Form A1**, and **Form A2** of the application.

A checklist is included in the application packet to ensure the applicant submits all required information and documentation, and to assist City Staff in reviewing the submitted application.

Staff Review: The Program will be administered under the City's Development Services Department. City Staff will create an applicant tracking log to centralize information such as follow-up correspondences, determination of application (qualified/disqualified), application status, status of signed agreements, invoices submitted, checks issued, and follow-up documentation required or received.

***If in the process to obtain a Business License:** Prospective businesses without a current business license will be reviewed on a case-by-case basis. Said proposed businesses will be subject to additional documentation and justification including, but not limited to evidence of demonstrable and significant efforts taken to establish the business, a detailed business plan, and other effectuated and binding contracts/agreements such as executed lease agreements and business loans.

All applications are subject to final approval at the discretion of the Development Services Director.

Grant Distribution: A Grant Agreement will be used to commit the City and the applicant to certain conditions as a requirement in exchange for the Grant funding. The agreement will clearly identify eligible and ineligible uses. Ineligible uses would include acquisition of real property and new construction.

Qualified applicants will receive their grant funding in the form of a check issued by the City of La Puente paid to the business owner upon the completion of a Grant Agreement.

As part of the Grant Agreement, businesses shall be required to provide documentation of how the Grant funds have been used. This could be provided in the form of canceled checks, receipts, and/or a bank statement highlighting the uses of the funds.



City of La Puente **AGENDA REPORT**

To: Mayor and City Council

For meeting of: November 14, 2023

From: Bob Lindsey, City Manager

**SUBJECT: CONSIDERATION OF APPOINTMENT TO THE SAN GABRIEL VALLEY
MOSQUITO AND VECTOR CONTROL DISTRICT BOARD OF TRUSTEES**

BACKGROUND/DISCUSSION

The San Gabriel Valley Mosquito and Vector Control District (“District”) is a public health agency that provides protection from vector-borne diseases under the California Health and Safety Code. The District is an Independent Special District that is governed by a 27-member Board of Trustees, consisting of an appointed representative from each member city and the County of Los Angeles. The Board meets the second Friday of each month at 7:00 a.m. at its District office in West Covina. Meetings are open to the public.

The City Council is responsible for appointing a representative from the City to serve on the Board of Trustees for the District. The member selected shall be appointed for a term of office of two or four years, at the discretion of the City Council, commencing January 1 and ending December 31. The person appointed by the City Council to be a member of the Board shall be a voter and resident of the appointing City that is within the District.

The office term of Trustee Charlie Klinakis as the City of La Puente’s representative on the Board of Trustees for the District will end on December 31, 2023. The District requests that the City Council appoint a successor for the next term of office.

FISCAL IMPACT

None.

RECOMMENDATION

It is recommended that the City Council appoint a representative to serve on the San Gabriel Valley Mosquito & Vector Control District Board of Trustees for a two-year term or a four-year term of office.

ATTACHMENTS

Attachment “A”: San Gabriel Valley Mosquito & Vector Control District Letter



San Gabriel Valley Mosquito & Vector Control District

1145 N. Azusa Canyon Road, West Covina, California 91790

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Cities of

Alhambra

Arcadia

Azusa

Baldwin Park

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Claremont

Covina

Duarte

El Monte

Glendora

Industry

La Puente

La Verne

Monrovia

Monterey Park

Pasadena

Pomona

Rosemead

San Dimas

San Gabriel

Sierra Madre

South Pasadena

Temple City

Walnut

West Covina

County of
Los Angeles

October 11, 2023

Bob Lindsey, City Manager
City of La Puente
15900 E. Main Street
La Puente, CA 91744

Dear Mr. Lindsey:

The office term of Trustee Charlie Klinakis as the City of La Puente representative on the Board of Trustees for the San Gabriel Valley Mosquito and Vector Control District will end on December 31, 2023. The Board of Trustees respectfully requests that City Council reappoint Mr. Klinakis, or appoint a successor, for the next term of office (two or four years, at City Council's discretion) prior to its January 9, 2024 meeting. The Board also requests that notification of said appointment be provided by forwarding a copy of documentation certifying City Council's action to the district.

Per California Health and Safety Code Section 2022 (b) the person appointed by city council to be a member of the board of trustees shall be a voter and resident of the appointing city that is within the district.

Additionally, per California Health and Safety Code Section 2024 (a) the term of office for a member of the board of trustees shall be for a term of two or four years, at the discretion of the appointing authority, beginning January 1 and ending December 31.

Lastly, please note that the California Health and Safety Code does not allow for alternates therefore only the appointed Trustee will have voting authority at board meetings during their fixed term.

If you have questions, please do not hesitate to contact me at jmireles@sgvmosquito.org or 626-814-9466 ext. 1006.

Respectfully,

Jerry Mireles
Clerk of the Board

cc: City Clerk Martha Torres