



PUBLIC PARTICIPATION IN CITY COUNCIL MEETINGS PARTICIPACIÓN PÚBLICA EN LAS REUNIONES DEL CONCEJO MUNICIPAL

How to Listen Live to the Meeting

Live Audio/Video: Visit the City's website at <https://lapuente.org/agenda/>. Click on "View Event" for the current meeting to view it live.

Live Translation: The City offers live translation in Spanish. To access translation during the meeting, please scan the QR Code below or visit <https://attend.wordly.ai/join/FWOP-2761>.

Cómo escuchar la reunión en vivo

Audio en vivo: visite el sitio web de la ciudad en <https://lapuente.org/agenda/>. Haga clic en "Ver evento" para ver la reunión en vivo.

Traducción en vivo: La Ciudad ofrece traducción en vivo en español. Para acceder a la traducción durante la reunión, escanee el código QR a continuación o visite <https://attend.wordly.ai/join/FWOP-2761>.



How to Submit Public Comment

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

In Person: Public comment may be provided in-person at City Hall, 15900 E. Main Street.

In Writing: Written comments may be sent via email to cityclerk@lapuente.org no later than 2 hours prior to the meeting start time. Email comments will be distributed to the City Council and will become part of the official record for that meeting but will not be read at the time of the City Council Meeting. To ensure your correspondence is received by the Council and City staff, please include the subject line "PUBLIC COMMENT."

Cómo enviar comentarios públicos

Tenga en cuenta que todos los comentarios están sujetos a las mismas reglas que se aplicarían a los oradores en las reuniones del Concejo Municipal.

En persona: Los comentarios públicos se pueden proporcionar en persona en el Ayuntamiento, 15900 E. Main Street.

Por escrito: Los comentarios escritos pueden enviarse por correo electrónico a cityclerk@lapuente.org a más tardar 2 horas antes del inicio de la reunión. Los comentarios por correo electrónico se distribuirán al Concejo Municipal y formarán parte del registro oficial de esa reunión, pero no se leerán en el momento de la reunión del Concejo Municipal. Para garantizar que el Concejo Municipal y el personal de la Ciudad reciba su correspondencia, incluya la línea de asunto "COMENTARIO PÚBLICO".



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

15900 EAST MAIN STREET, LA PUENTE

MARCH 12, 2024

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: Quinones, Klinakis, Argudo, Mendoza, Munoz

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) (Lewis v. City of La Puente, Los Angeles Superior Court Case No. 21STCV18841)

RECONVENE TO OPEN SESSION

REPORT OUT OF CLOSED SESSION

ADJOURNMENT

7:00 P.M. REGULAR SESSION

PRESENTATIONS

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	Quinones/Klinakis	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	Quinones/Klinakis	When Necessary	6:30 p.m.
San Gabriel Valley COG	Argudo/Quinones	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 – None

B. PUBLIC HEARINGS BEFORE THE CITY COUNCIL – None

C. UNFINISHED BUSINESS OF THE CITY COUNCIL

C-1 PRESENTATION AND DISCUSSION REGARDING SOLAR SPEED FEEDBACK SIGNS BY NEXTECH SYTEMS, INC.

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

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. 24-5857

Staff Recommendation: It is recommended that the City Council and Successor Agency adopt Resolution No. 24-5857 approving Warrant Register No. 1567.

D-2 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

Staff Recommendation: It is recommended that the City Council: (1) adopt Resolution No. 24-5858 and declare as surplus property, three vehicles in the City’s fleet, authorizing the sale of the surplus vehicles at auction; and (2) authorize the City Manager to execute the Agreements on behalf of the City.

D-3 CONSIDERATION OF A PROFESSIONAL SERVICES AGREEMENT WITH COMMUNITY WORKS DESIGN GROUP FOR A DOG PARK AND NATURE TRAILS IN THE AMOUNT OF \$27,472.50 TO BE REIMBURSED FROM THE MEASURE A TECHNICAL ASSISTANCE PROGRAM AND CONSIDERATION OF A RESOLUTION AMENDING THE FY 2023/2024 BUDGET AND CAPITAL IMPROVEMENT PROGRAM

Staff Recommendation: It is recommended that the City Council: (1) approve the Professional Services Agreement with Community Works Design Group in the amount of \$27,472.50; (2) authorize the City Manager to execute the Agreement on behalf of the City; and (3) adopt Resolution No. 24-5859 amending the FY 2023/2024 Budget and Capital Improvement Program.

D-4 CONSIDERATION OF A PROFESSIONAL SERVICES AGREEMENT WITH EVENT SOUND PROFESSIONALS (ESP) TO PROVIDE AUDIO SERVICES FOR CITY SPECIAL EVENTS

Staff Recommendation: It is recommended that the City Council: (1) approve the Professional Services Agreement for audio services provided by Event Sound Professionals; and (2) authorize the City Manager to execute the Agreement on behalf of the City.

E. NEW BUSINESS TO BE CONSIDERED BY THE CITY COUNCIL

E-1 CONSIDERATION OF PROCLAIMING MARCH 2024 AS NATIONAL NUTRITION MONTH

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

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
Rowland, Bassett, and Hacienda La Puente Unified School Districts Liaison Committee
Grant Writing Committee

MEMBERS

Klinakis/Mendoza
Quinones/Munoz
Quinones/Mendoza
Quinones/Mendoza
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.lapuente.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 7th day of March, 2024.

_____/s/_____
Martha Torres, MPA
City Clerk



City of La Puente AGENDA REPORT

To: Mayor and City Council For meeting of: March 12, 2024

From: Bob Lindsey, City Manager

SUBJECT: PRESENTATION AND DISCUSSION REGARDING SOLAR SPEED
FEEDBACK SIGNS BY NEXTECH SYTEMS, INC.

BACKGROUND/DISCUSSION

At the February 22, 2024, Special City Council Meeting/Strategic Planning Session, City Council provided direction to Staff to bring back this item for further discussion and consideration, and to see a demonstration of the different sign options.

FISCAL IMPACT

None.

RECOMMENDATION

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

ATTACHMENTS

None.

RESOLUTION NO. 24-5857

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF LA PUENTE ALLOWING CERTAIN CLAIMS AND
DEMANDS IN THE AMOUNT \$375,914.27 (WARRANT
REGISTER 1567)**

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 11885 through 11961 ACH(s) numbered 687 through 688, and Draft numbered 02394 through 02412 except for voided warrant 11954, 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 12th day of March, 2024, by the following vote:

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

Gabriel Quiñones, Mayor

ATTEST:

Martha Torres, MPA, City Clerk



City of La Puente

Check Register Report

By Payment Number

Payment Dates 2/21/2024 - 3/5/2024

Payment Number	Payment Date	Vendor #	Vendor Name	Account Number	Payment Amount
Payment Number	Payable Number	Description	Vendor Name	Account Number	Item Amount
687	2/23/2024	TANKO	TANKO LIGHTING		2,896.50
	69357	01/24 ST LIGHT MTCE		285-3330-53111	1,612.00
	69394	01/24 ST REPAIR-1ST ST		285-3330-53111	1,284.50
688	3/1/2024	SGVCOR	SAN GABRIEL VALLEY CONSERVATION CORPS		36,145.87
	SGVCONS-032	01/16-31 SGV CONS #32		280-3300-53111	36,145.87
11885	2/23/2024	BARALL	ALL BARCODE SYSTEMS		1,270.51
	48565	WIRELESS TICKET PRINTERS (QTY 3)		550-6100-53018	1,270.51
11886	2/23/2024	ALLACC	ALLEGION ACCESS TECHNOLOGIES, LLC		284.00
	0907051514	CH-AUTOMATIC DOOR REPAIR		100-1150-53813	284.00
11887	2/23/2024	AMABUS	AMAZON CAPITAL SERVICES INC		819.57
	1D4C-MMXV-DLC7	PRINTER DRUMS/COPY PAPER		100-1150-53011	34.18
	1D4C-MMXV-DLC7	PRINTER DRUMS/COPY PAPER		550-6100-53018	280.50
	IM6L-PQ1W-PGKW	STANDING DESK		100-1135-53011	504.89
11888	2/23/2024	ATT	AT&T		28.90
	000021266283	01/13-02/12 PHONE-LP PARK SNACK BAR		285-3330-53715	28.90
11889	2/23/2024	AUGSPO	AUGUSTA SPORTSWEAR BRANDS		1,584.00
	26411303	YOUTH BASKETBALL JERSEYS		100-4110-53980	33.00
	26412959	YOUTH BASKETBALL JERSEYS		100-4110-53980	380.00
	26413703	YOUTH BASKETBALL UNIFORMS		100-4110-53980	551.00
	26413704	YOUTH BASKETBALL JERSEYS		100-4110-53980	513.00
	26417329	YOUTH BASKETBALL JERSEYS		100-4110-53980	107.00
11890	2/23/2024	BLEBAR	BARNEY'S BLENDS, INC.		1,596.25
	4304	INFIELD MIX-LP PARK		285-3330-53814	1,596.25
11891	2/23/2024	INDBRA	BRADY INDUSTRIES, LLC		6,821.85
	8454265	LP PARK JANITORIAL SUPPLIES		100-3330-53012	986.55
	8527450	YLAC JANITORIAL SUPPLIES		100-4110-53012	74.20
	8544198	LP PARK JANITORIAL SUPPLIES		100-3330-53012	1,430.57
	8544199	LP PARK JANITORIAL SUPPLIES		100-3330-53011	1,892.03
	8544201	YLAC JANITORIAL SUPPLIES		100-3330-53011	112.52
	8544203	CH JANITORIAL SUPPLIES		100-1150-53012	161.91
	8617423	CH JANITORIAL SUPPLIES		100-1150-53012	479.75
	8617424	LP PARK-JANITORIAL SUPPLIES		100-3330-53012	1,232.57
	8617425	YLAC JANITORIAL SUPPLIES		100-4110-53011	451.75
11892	2/23/2024	BRILAN	BRIGHTVIEW LANDSCAPING SERVICES INC.		11,416.75
	8730018	01/24 NATURE CTR LANDSCAPE SVC		100-3330-53814	2,324.66
	8730018	01/24 SR CTR LANDSCAPE SVC		100-4130-53814	253.50
	8730018	01/24 MEDIANS LANDSCAPE		200-3120-53814	6,446.68
	8730018	01/24 CH LANDSCAPE SVC		285-3330-53814	2,391.91
11893	2/23/2024	TIMEWA	CHARTER COMMUNICATIONS		1,343.00
	0400926021024	02/10-03/09 FIBER 1GBPS		100-1150-53715	1,343.00
11894	2/23/2024	CINTA	CINTAS CORPORATION #693		106.24
	4182064163	CH MAT RENTAL		100-1150-53813	106.24
11895	2/23/2024	CONCEN	CONCENTRA		126.00
	82101985	PRE EMPLOYMENT PHYSICAL		100-1135-53406	126.00

Check Register Report

Payment Dates: 2/21/2024 - 3/5/2024

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
11896	2/23/2024	DAROLI	DAPEER, ROSENBLIT & LITVAK, LLP		1,277.50
	22613	01/24 LEGAL SVC-CODE ENF		100-2110-53114	877.50
	22614	01/24 LEGAL SVC-CODE ENF		100-2110-53114	400.00
11897	2/23/2024	DELCOM	DELHAVEN COMMUNITY CENTER		30.00
	107	01/24 CAR DETAILING		555-3150-53812	30.00
11898	2/23/2024	DEPTIND	DEPT OF INDUSTRIAL RELATIONS		125.00
	E 2031798 SB	COMM CTR ELEVATOR INPECTION		100-4100-53811	125.00
11899	2/23/2024	DEPTJ	DEPT OF JUSTICE-BUREAU		544.00
	713777	01/24 PRE EMPLOYMENT PHYSICAL		100-1135-53406	288.00
	713777	01/24 PRE EMPLOYMENT PHYSICAL		100-4110-53980	128.00
	713777	01/24 PRE EMPLOYMENT PHYSICAL		280-3300-53111	128.00
11900	2/23/2024	EDISON	EDISON CO		1,287.68
	INV0010393	01/02-01/30 ELEC-CH SOLAR PANELS		100-1150-53712	1,257.05
	INV0010394	01/18-02/15 ELEC-14746 TEMPLE		200-3120-53713	15.51
	INV0010395	01/18-02/15 ELEC-16159 TEMPLE		200-3120-53713	15.12
11901	2/23/2024	EMPAME	EMPLOY AMERICA		3,640.00
	58A2401-IN	01/24 BUS SHELTER MTCE		210-3130-53816	3,640.00
11902	2/23/2024	ESP	EVENT SOUND PROFESSIONALS		1,233.00
	2453	16 CHANNEL FOOT SNAKE-PARK AMPHITHEATER		100-5596-59300	1,233.00
11903	2/23/2024	GUEJC	GUERREROS ATHLETIC FOUNDATION		1,820.00
	INV0010400	01/24 JUDO CLASS PYMT		100-4100-53111	1,820.00
11904	2/23/2024	HACLWN	HACIENDA LAWNMOWER SHOP		131.89
	4967	MTCE TOOLS		100-3100-53012	131.89
11905	2/23/2024	HACOUT	HACIENDA OUTLET		614.77
	24306	MTCE-UNIFORMS		100-3330-53015	118.77
	24307	MTCE-UNIFORMS		100-3330-53015	496.00
11906	2/23/2024	MARJAS	JASON MARIN		37.00
	INV0010398	LIVE SCAN REIM-MARIN		100-1135-53406	37.00
11907	2/23/2024	JCLBAR	JCL TRAFFIC		1,521.51
	122715	SPEED LIMIT SIGNAGE		200-3120-53821	247.51
	122716	GALV SQ. POST		200-3120-53821	953.17
	122717	TRAFFIC SIGNS		200-3120-53821	320.83
11908	2/23/2024	JOSREY	JOSE REYES		543.37
	INV0010389	02/01-15 SHOPPING CART MILEAGE REIM-REYES		555-3150-53014	543.37
11909	2/23/2024	CORKAT	KATERIN CORENA		20.00
	INV0010319	REFUND SOCCER CLASS		100-47260	20.00
11910	2/23/2024	REYKEV	KEVIN REYES		37.00
	INV0010399	LIVE SCAN REIM-REYES		100-1135-53406	37.00
11911	2/23/2024	LPNLL	LA PUENTE NATIONAL		840.00
	INV0010396	LPLL YOUTH GRAND REIM (24)		100-4140-53993	840.00
11912	2/23/2024	ZAMNIC	NICHOLAS ZAMORA		37.00
	INV0010397	LIVE SCAN REIM-ZAMORA		100-1135-53406	37.00
11913	2/23/2024	REGION	REGIONAL TAP SERVICE CENTER		1,648.32
	6022049	01/24 EZ/FOOTHILL MONTHLY PASS		210-3130-53915	1,648.32
11914	2/23/2024	ROBFLO	ROBINSON'S FLOWERS		110.00
	3672	FLOWERS-MAYOR PRO TEM		100-1100-53976	110.00

Check Register Report

Payment Dates: 2/21/2024 - 3/5/2024

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
11915	2/23/2024	SGVWC	S.G.V. WATER CO		865.32
	INV0010390	01/09-02/07 WTR-715 IRRIG PUENTE		200-3120-53714	218.68
	INV0010391	01/09-02/07 WTR-545 IRRIG PUENTE		200-3120-53714	323.38
	INV0010392	01/09-02/07 WTR-13760 IRRIG TEMPLE		200-3120-53714	323.26
11916	2/23/2024	SHEYOU	SHERIFFS YOUTH FOUNDATION		1,000.00
	120	SHERIFF'S YOUTH FOUNDATION SKATEBOARD FUNRA...		263-3320-53111	1,000.00
11917	2/23/2024	SITEON	SITEONE LANDSCAPE SUPPLY, LLC		2,750.34
	137471199-1	IRRIGATION SUPPLIES		200-3120-53814	602.59
	137471665-1	MTCE TOOLS		100-3330-53012	95.49
	137576059-1	EZ BAND TREE TIE		200-3120-53814	85.63
	137646262-1	HERBICIDE/TOOLS		100-3330-53814	246.08
	137762275-1	INFIELD CONDITIONER		285-3330-53814	997.16
	137889604-1	IRRIGATION SUPPLIES		285-3330-53822	723.39
11918	2/23/2024	SOSUBW	SUBURBAN WATER SYSTEMS		154.33
	180090781719	01/06-02/07 WTR-6000101379		200-3120-53714	154.33
11919	2/23/2024	TERMI	TERMINIX PROCESSING CENTER		193.00
	442047731	01/04 SR CENTER PEST CONTROL		100-4130-53813	90.00
	443160727	02/05 YLAC PEST CONTROL		285-3330-53813	53.00
	443160746	02/05 CC PEST CONTROL		285-3330-53813	50.00
11920	2/23/2024	GASCO	THE GAS COMPANY		941.38
	INV0010405	01/05-02/02 GAS-YLAC		100-4110-53711	677.78
	INV0010406	01/05-02/02 GAS-COMM CENTER		100-4100-53711	263.60
11921	2/23/2024	THESAU	THE SAUCE CREATIVE SERVICES CORP		924.75
	6624	T-SHIRTS TEEN VOICE		600-20250	924.75
11922	2/23/2024	ULINE	ULINE		2,838.31
	173578834	TRASH REEPTACLE		210-3130-53816	890.61
	173677118	TRASH RECEPTACLE		210-3130-53816	890.61
	173678586	PALLET TRUCK		100-1150-53012	494.61
	174060521	MESH TASK CHAIR		100-1130-54585	562.48
11923	2/23/2024	WILFIN	WILLDAN FINANCIAL SERVICES		4,906.00
	010-57513	01/24 COST ALLECATION PLAN/USER FEE STUDY		100-1130-53111	4,906.00
11924	2/23/2024	CORKAT	KATERIN CORENA		20.00
	INV0010409	REFUND FOR SPORTS CLASSES		100-47260	20.00
11925	3/1/2024	AMABUS	AMAZON CAPITAL SERVICES INC		103.77
	13N3-447T-DYD6	BINDING COMBS		100-2110-53011	17.59
	1D1K-64PN-14MM	PAPER PLATES/LABEL MAKER TAPE		100-1150-53011	48.82
	1H9C-XR1V-43WJ	DIGITAL WALL CLOCK		100-1150-53011	37.36
11926	3/1/2024	ATT	AT&T		57.80
	000021266282	01/13-02/12 PHONE-COMM/YLAC		100-4100-53715	57.80
11927	3/1/2024	TIMEWA	CHARTER COMMUNICATIONS		119.16
	0029105021424	02/14-03/13 SC CABLE/INTERNET		100-4130-53715	119.16
11928	3/1/2024	CHRPER	CHRISTOPHER PEREZ ARIAS		3,000.00
	17	FITNESS INSTRUCTOR-FEBRUARY-WEEK 6&7		263-3320-53111	1,950.00
	18	Instructor Payment - Fitness		263-3320-53111	1,050.00
11929	3/1/2024	CINTA	CINTAS CORPORATION #693		2,541.03
	8406663039	FIRST AID RESTOCK-ALL FACILITIES		100-1150-53011	2,541.03
11930	3/1/2024	CINTA	CINTAS CORPORATION #693		109.64
	4183579970	02/15 CH MAT RENTAL		100-1150-53813	109.64

Check Register Report

Payment Dates: 2/21/2024 - 3/5/2024

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
11931	3/1/2024 82241340	CONCEN PRE EMPLOYMENT PHYSICAL	CONCENTRA	100-1135-53406	504.00 504.00
11932	3/1/2024 2024-18	CRSINC FY 23/24 STATE MANDATED FILING	COST RECOVERY SYSTEMS INC.	100-1130-53111	4,750.00 4,750.00
11933	3/1/2024 21429298 21429301 21466744 21466751 21497404	EWIIRR BACKFLOW REPAIRS IRRIGATION SUPPLIES STREAMLINER DRAG MAT-BASEBALL FIELD IRRIGATION SUPPLIES	EWING IRRIGATION PRODUCTS INC.	200-3120-53814 200-3120-53814 100-3330-53813 100-3330-53813 285-3330-53814	1,293.41 101.90 20.36 749.09 387.31 34.75
11934	3/1/2024 CD2411002896	EXPERI 02/24 CREDIT REPORT SVC	EXPERIAN	100-3320-53111	27.24 27.24
11935	3/1/2024 1010-0124	HELHEA 01/24 HELUNA	HELUNA HEALTH	280-3300-53111	44,648.55 44,648.55
11936	3/1/2024 122959 122963 122964	JCLBAR TRAFFIC SIGNS TRAFFIC SIGNS TRAFFIC SIGNS	JCL TRAFFIC	200-3120-53821 200-3120-53821 200-3120-53821	980.32 258.65 407.24 314.43
11937	3/1/2024 241940EC	LACSHF 12/23 IDT-CRIME SUPPRESSION	LA CO SHERIFF'S DEPT	100-2100-53113	6,888.00 6,888.00
11938	3/1/2024 3607-404793 3607-405260 3607-405510	OREILLY BATTERY-TORO CART MTCE-WIPER BLADE SMART FUSE/MULTIMETER	O'REILLY AUTO PARTS	555-3150-53812 555-3150-53812 555-3150-53812	248.10 117.69 51.23 79.18
11939	3/1/2024 71451	PEAINC Flyer Posting-Notification - School	PEACHJAR, INC	100-4140-53416	5,000.00 5,000.00
11940	3/1/2024 72490A-IN	POLYCO POLY SAND BAGS-PULBIC RIGHT OF WAYS	POLY-CORR INDUSTRIES INC.	200-3120-53012	407.00 407.00
11941	3/1/2024 1067762	PROYOU BACKGROUND CHECKS-SPORTS PROG	PROTECT YOUTH SPORTS	100-4110-53980	23.00 23.00
11942	3/1/2024 INV0010424	QUAD POSTAGE MACHINE SUPPLIES	QUADIENT	100-1150-53211	193.33 193.33
11943	3/1/2024 1012405 1017742	QUINMO FUEL FUEL	QUINTIN'S MOBIL	555-3150-53014 555-3150-53014	127.71 41.38 86.33
11944	3/1/2024 3743754 3744028 3744076	RESOUR WASHED PLASTER SAND PEA GRAVEL GRAVEL 3/4"	RESOURCE BUILDING MATERIALS	200-3120-53817 285-3330-53822 285-3330-53822	360.64 174.76 81.58 104.30
11945	3/1/2024 INVP501389418	TARGET LANDSCAPE MTCE SUPPLIES	TARGET SPECIALTY PRODUCTS	285-3330-53814	712.32 712.32
11946	3/1/2024 443159578 443163026	TERMI 02/05 COMM CTR PEST CONTROL 02/05 SR CENTER PEST CONTROL	TERMINIX PROCESSING CENTER	285-3330-53813 100-4130-53813	137.00 47.00 90.00
11947	3/1/2024 INV0010425 INV0010426	GASCO 01/05-02/02 GAS-CITY HALL 01/05-02/02 GAS-PARK SERVICES	THE GAS COMPANY	100-1150-53711 285-3330-53711	1,799.42 1,547.70 251.72

Payment Dates: 2/21/2024 - 3/5/2024

3/5/2024 4:44:34 PM Page 5 of 13

Check Register Report

Payment Dates: 2/21/2024 - 3/5/2024

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
	INV0010414	OFFICE SUPPLIES		550-6100-53018	86.49
	INV0010414	SP RUGGED RADIOS		550-6100-53018	360.72
11955	3/1/2024	CALMAT	Vulcan Materials Company		339.53
	73910801	ASPHALT PATCH		200-3120-53817	116.11
	73911812	ASPHALT PATCH		200-3120-53817	223.42
11956	3/1/2024	WILENG	WILLDAN ENGINEERING		13,379.60
	003-38654	01/24 TRAFFIC ENGINEERING		100-3100-53111	1,793.00
	003-38655	01/24 NPDES SVC		284-3100-53111	5,437.10
	003-38656	01/24 OLD VALLEY 1ST STOP SIGN WARRANT		100-3100-53111	1,029.50
	003-38657	01/24 HSIP CYCLE 8		205-5586-59600	5,120.00
11957	3/5/2024	STADIS	CALIFORNIA STATE DISBURSEMENT UNIT		385.00
	INV0010427	CHILD SUPPORT		100-20399	195.00
	INV0010434	CHILD SUPPORT		100-20399	190.00
11958	3/5/2024	NATRS	NATIONWIDE RETIREMENT		230.00
	INV0010440	Employee Contribution		100-20340	218.45
	INV0010440	Employee Contribution		200-20340	2.31
	INV0010440	Employee Contribution		203-20340	2.31
	INV0010440	Employee Contribution		205-20340	2.31
	INV0010440	Employee Contribution		210-20340	2.31
	INV0010440	Employee Contribution		215-20340	2.31
11959	3/5/2024	RELIAN	RELIANCE STANDARD LIFE INS.		3,665.33
	INV0010433	LIFE INSURANCE		100-20320	658.73
	INV0010433	LIFE INSURANCE		200-20320	21.04
	INV0010433	LIFE INSURANCE		202-20320	1.56
	INV0010433	LIFE INSURANCE		203-20320	8.94
	INV0010433	LIFE INSURANCE		205-20320	7.89
	INV0010433	LIFE INSURANCE		210-20320	14.06
	INV0010433	LIFE INSURANCE		215-20320	4.31
	INV0010433	LIFE INSURANCE		260-20320	27.66
	INV0010433	LIFE INSURANCE		283-20320	7.65
	INV0010433	LIFE INSURANCE		285-20320	11.16
	INV0010438	LTD INSURANCE		100-20330	1,310.95
	INV0010438	LTD INSURANCE		200-20330	46.37
	INV0010438	LTD INSURANCE		202-20330	8.35
	INV0010438	LTD INSURANCE		203-20330	27.51
	INV0010438	LTD INSURANCE		205-20330	20.29
	INV0010438	LTD INSURANCE		210-20330	35.44
	INV0010438	LTD INSURANCE		215-20330	20.23
	INV0010438	LTD INSURANCE		260-20330	60.64
	INV0010438	LTD INSURANCE		283-20330	14.81
	INV0010438	LTD INSURANCE		285-20330	20.20
	INV0010445	STD INSURANCE		100-20330	1,120.59
	INV0010445	STD INSURANCE		200-20330	39.67
	INV0010445	STD INSURANCE		202-20330	7.14
	INV0010445	STD INSURANCE		203-20330	23.53
	INV0010445	STD INSURANCE		205-20330	17.36
	INV0010445	STD INSURANCE		210-20330	30.24
	INV0010445	STD INSURANCE		215-20330	17.30
	INV0010445	STD INSURANCE		260-20330	51.79
	INV0010445	STD INSURANCE		283-20330	12.68
	INV0010445	STD INSURANCE		285-20330	17.24
11960	3/5/2024	FTB	STATE OF CALIFORNIA FRANCHISE TAX BOARD		331.66
	INV0010435	PR WITHOLDING ORDER		100-20399	331.66
11961	3/5/2024	USBANK	U.S BANK PARS ACCT# 6746022400		5,264.04
	INV0010415	PARS RETIREMENT		100-20340	110.43

Check Register Report

Payment Dates: 2/21/2024 - 3/5/2024

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
	INV0010428	PARS RETIREMENT		100-20340	54.46
	INV0010444	PARS RETIREMENT		100-20340	4,369.37
	INV0010444	PARS RETIREMENT		200-20340	207.91
	INV0010444	PARS RETIREMENT		203-20340	183.05
	INV0010444	PARS RETIREMENT		205-20340	145.11
	INV0010444	PARS RETIREMENT		260-20340	107.93
	INV0010444	PARS RETIREMENT		285-20340	85.78
DFT0002394	3/1/2024	WEXBANK	WEX BANK		8,272.42
	35241613	02/24 FUEL PURCHASES		555-3150-53014	8,272.42
DFT0002395	2/27/2024	EMPLOY	EMPLOYMENT DEVELOPMENT DEPT		22.70
	INV0010416	STATE INCOME TAX		100-20310	22.70
DFT0002396	2/27/2024	IRSPR	IRS PAYROLL TAX DEPOSIT		80.77
	INV0010417	FEDERAL WITHHOLDING		100-20300	80.77
DFT0002397	2/27/2024	IRSPR	IRS PAYROLL TAX DEPOSIT		42.70
	INV0010418	MEDICARE TAX		100-20300	42.70
DFT0002398	2/29/2024	IRSPR	IRS PAYROLL TAX DEPOSIT		6.33
	INV0010429	FEDERAL WITHHOLDING		100-20300	6.33
DFT0002399	2/29/2024	IRSPR	IRS PAYROLL TAX DEPOSIT		21.06
	INV0010430	MEDICARE TAX		100-20300	21.06
DFT0002400	3/5/2024	AFLAC	AFLAC		93.75
	INV0010431	EMPLOYEE LIFE ASSURANCE		100-20399	90.11
	INV0010431	EMPLOYEE LIFE ASSURANCE		260-20399	3.64
DFT0002401	3/5/2024	AFLAC	AFLAC		151.90
	INV0010432	EMPLOYEE INSURANCE		100-20399	128.27
	INV0010432	EMPLOYEE INSURANCE		260-20399	23.63
DFT0002402	3/5/2024	ICMARC	MISSION SQUARE RETIREMENT		76.78
	INV0010436	EMPLOYEE LOAN REPYMT		100-20399	49.84
	INV0010436	EMPLOYEE LOAN REPYMT		200-20399	7.82
	INV0010436	EMPLOYEE LOAN REPYMT		203-20399	1.74
	INV0010436	EMPLOYEE LOAN REPYMT		205-20399	1.74
	INV0010436	EMPLOYEE LOAN REPYMT		210-20399	10.42
	INV0010436	EMPLOYEE LOAN REPYMT		215-20399	1.74
	INV0010436	EMPLOYEE LOAN REPYMT		260-20399	3.48
DFT0002403	3/5/2024	ICMARC	MISSION SQUARE RETIREMENT		1,600.00
	INV0010437	EMPLOYEE CONTRIBUTIONS		100-20399	1,011.55
	INV0010437	EMPLOYEE CONTRIBUTIONS		200-20399	87.52
	INV0010437	EMPLOYEE CONTRIBUTIONS		202-20399	62.31
	INV0010437	EMPLOYEE CONTRIBUTIONS		203-20399	87.19
	INV0010437	EMPLOYEE CONTRIBUTIONS		205-20399	29.97
	INV0010437	EMPLOYEE CONTRIBUTIONS		210-20399	124.25
	INV0010437	EMPLOYEE CONTRIBUTIONS		215-20399	123.34
	INV0010437	EMPLOYEE CONTRIBUTIONS		260-20399	73.87
DFT0002404	3/5/2024	CPERS-HEALTH	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM		70,827.36
	INV0010439	HEALTH INSURANCE		100-20399	58,980.00
	INV0010439	HEALTH INSURANCE		200-20399	2,472.36
	INV0010439	HEALTH INSURANCE		202-20399	244.34
	INV0010439	HEALTH INSURANCE		203-20399	1,182.48
	INV0010439	HEALTH INSURANCE		205-20399	1,008.61
	INV0010439	HEALTH INSURANCE		210-20399	1,584.42
	INV0010439	HEALTH INSURANCE		215-20399	599.50
	INV0010439	HEALTH INSURANCE		260-20399	3,285.75
	INV0010439	HEALTH INSURANCE		283-20399	464.58

Check Register Report

Payment Dates: 2/21/2024 - 3/5/2024

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
	INV0010439	HEALTH INSURANCE		285-20399	1,005.32
DFT0002405	3/5/2024	PERSYS-RETIRE	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM		19,010.00
	INV0010441	EMPLOYER CONTRIBUTION		100-20360	15,756.64
	INV0010441	EMPLOYER CONTRIBUTION		200-20360	735.90
	INV0010441	EMPLOYER CONTRIBUTION		202-20360	78.67
	INV0010441	EMPLOYER CONTRIBUTION		203-20360	327.59
	INV0010441	EMPLOYER CONTRIBUTION		205-20360	268.34
	INV0010441	EMPLOYER CONTRIBUTION		210-20360	455.46
	INV0010441	EMPLOYER CONTRIBUTION		215-20360	195.96
	INV0010441	EMPLOYER CONTRIBUTION		260-20360	757.91
	INV0010441	EMPLOYER CONTRIBUTION		283-20360	126.74
	INV0010441	EMPLOYER CONTRIBUTION		285-20360	306.79
DFT0002406	3/5/2024	PERSYS-RETIRE	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM		13,767.65
	INV0010442	PERS- NEW EMPLY CONTRB		100-20399	11,294.96
	INV0010442	PERS- NEW EMPLY CONTRB		200-20399	526.35
	INV0010442	PERS- NEW EMPLY CONTRB		202-20399	76.53
	INV0010442	PERS- NEW EMPLY CONTRB		203-20399	249.78
	INV0010442	PERS- NEW EMPLY CONTRB		205-20399	183.25
	INV0010442	PERS- NEW EMPLY CONTRB		210-20399	299.98
	INV0010442	PERS- NEW EMPLY CONTRB		215-20399	185.21
	INV0010442	PERS- NEW EMPLY CONTRB		260-20399	548.52
	INV0010442	PERS- NEW EMPLY CONTRB		283-20399	123.31
	INV0010442	PERS- NEW EMPLY CONTRB		285-20399	279.76
DFT0002407	3/5/2024	PERSYS-RETIRE	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM		899.47
	INV0010443	EMPLOYEE PORTION		100-20360	871.01
	INV0010443	EMPLOYEE PORTION		200-20360	9.49
	INV0010443	EMPLOYEE PORTION		210-20360	18.97
DFT0002408	3/5/2024	PERSYS-RETIRE	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM		58.00
	INV0010446	SURVIVORS LIFE INSURANCE		100-20350	49.31
	INV0010446	SURVIVORS LIFE INSURANCE		200-20350	2.34
	INV0010446	SURVIVORS LIFE INSURANCE		202-20350	0.10
	INV0010446	SURVIVORS LIFE INSURANCE		203-20350	0.58
	INV0010446	SURVIVORS LIFE INSURANCE		205-20350	0.50
	INV0010446	SURVIVORS LIFE INSURANCE		210-20350	0.87
	INV0010446	SURVIVORS LIFE INSURANCE		215-20350	0.28
	INV0010446	SURVIVORS LIFE INSURANCE		260-20350	1.82
	INV0010446	SURVIVORS LIFE INSURANCE		283-20350	0.52
	INV0010446	SURVIVORS LIFE INSURANCE		285-20350	1.68
DFT0002409	3/5/2024	EMPLOY	EMPLOYMENT DEVELOPMENT DEPT		7,308.37
	INV0010449	STATE INCOME TAX		100-20310	6,246.01
	INV0010449	STATE INCOME TAX		200-20310	192.73
	INV0010449	STATE INCOME TAX		202-20310	41.35
	INV0010449	STATE INCOME TAX		203-20310	114.62
	INV0010449	STATE INCOME TAX		205-20310	73.21
	INV0010449	STATE INCOME TAX		210-20310	149.47
	INV0010449	STATE INCOME TAX		215-20310	103.70
	INV0010449	STATE INCOME TAX		260-20310	237.95
	INV0010449	STATE INCOME TAX		283-20310	65.74
	INV0010449	STATE INCOME TAX		285-20310	83.59
DFT0002410	3/5/2024	IRSPR	IRS PAYROLL TAX DEPOSIT		20,446.91
	INV0010450	FEDERAL WITHHOLDING		100-20300	17,295.97
	INV0010450	FEDERAL WITHHOLDING		200-20300	581.03
	INV0010450	FEDERAL WITHHOLDING		202-20300	108.19
	INV0010450	FEDERAL WITHHOLDING		203-20300	301.98
	INV0010450	FEDERAL WITHHOLDING		205-20300	214.57

Check Register Report

Payment Dates: 2/21/2024 - 3/5/2024

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
	INV0010450	FEDERAL WITHHOLDING		210-20300	440.87
	INV0010450	FEDERAL WITHHOLDING		215-20300	270.02
	INV0010450	FEDERAL WITHHOLDING		260-20300	799.68
	INV0010450	FEDERAL WITHHOLDING		283-20300	164.49
	INV0010450	FEDERAL WITHHOLDING		285-20300	270.11
DFT0002411	3/5/2024	IRSPR	IRS PAYROLL TAX DEPOSIT		7,436.34
	INV0010451	MEDICARE TAX		100-20300	6,256.00
	INV0010451	MEDICARE TAX		200-20300	271.18
	INV0010451	MEDICARE TAX		202-20300	26.90
	INV0010451	MEDICARE TAX		203-20300	159.42
	INV0010451	MEDICARE TAX		205-20300	121.50
	INV0010451	MEDICARE TAX		210-20300	114.14
	INV0010451	MEDICARE TAX		215-20300	65.16
	INV0010451	MEDICARE TAX		260-20300	236.72
	INV0010451	MEDICARE TAX		283-20300	53.62
	INV0010451	MEDICARE TAX		285-20300	131.70
DFT0002412	3/5/2024	CPERS-HEALTH	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM		18,816.68
	INV0010452	03/24 CalPers Admin		100-1135-51314	285.95
	INV0010452	03/24 RETIREES HEALTH INSURANCE		100-1135-51314	18,530.73
Grand Total:					375,914.27

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL FUND	209,940.00
200 - GAS TAX FUND	17,349.05
202 - RMRA (SB 1)	655.44
203 - MEASURE M FUND	2,670.72
205 - MEASURE R FUND	7,214.65
210 - PROP A FUND	10,350.44
215 - PROP C FUND	1,589.06
260 - CDBG PROGRAM FUND	6,220.99
263 - AMERICAN RESCUE PLAN ACT FUND	4,000.00
280 - MISCELLANEOUS GRANTS FUND	80,922.42
283 - MEASURE A SAFE PARKS FUND	1,034.14
284 - MEASURE W	5,437.10
285 - LIGHTING & LANDSCAPE MAINTENANCE	14,085.43
550 - EQUIPMENT REPLACEMENT FUND	2,617.18
555 - VEHICLE MAINTENANCE & REPLACEMENT FUND	10,902.90
600 - SPECIAL DEPOSIT FUND	924.75
Grand Total:	375,914.27

Account Summary

Account Number	Account Name	Payment Amount
100-1100-53972	Conferences & Meetings	3,160.97
100-1100-53976	Special Departmental	110.00
100-1110-53971	Dues & Memberships	29.95
100-1110-53972	Conferences & Meetings	695.15
100-1130-53111	Contract Services - Priva...	9,656.00
100-1130-53971	Dues & Memberships	135.00
100-1130-54585	Furniture/Office Equipm...	562.48
100-1135-51314	Health Insurance	18,816.68
100-1135-53011	Operating Supplies	504.89
100-1135-53406	Recruitment Expenses	1,045.95
100-1150-53011	Operating Supplies	2,661.39
100-1150-53012	Small Tools & Equipment	1,136.27
100-1150-53211	Postage & Mailing Servic...	193.33
100-1150-53711	Utility - Gas	1,547.70
100-1150-53712	Utility - Electricity	1,257.05
100-1150-53715	Utility - Communications	1,343.00
100-1150-53813	Facility Maintenance	499.88
100-20300	FIT Payable	23,702.83
100-20310	SIT Payable	6,268.71
100-20320	Life Ins Payable	658.73
100-20330	LTD Payable	2,431.54
100-20340	PARS	4,752.71
100-20350	Group Insurance	49.31
100-20360	PERS	16,627.65
100-20399	Other Payroll Deductions	72,271.39
100-2100-53113	Contract Services - Speci...	6,888.00
100-2100-53715	Utility - Communications	360.01
100-2110-53011	Operating Supplies	17.59
100-2110-53114	Legal Services - General	1,277.50
100-2110-53715	Utility - Communications	226.94
100-3100-53012	Small Tools & Equipment	131.89
100-3100-53111	Contract Services - Priva...	2,822.50
100-3100-53715	Utility - Communications	1,105.25
100-3300-53972	Conferences & Meetings	47.56
100-3320-53111	Contract Services - Priva...	27.24
100-3330-53011	Operating Supplies	2,004.55
100-3330-53012	Small Tools & Equipment	4,445.24

Account Summary

Account Number	Account Name	Payment Amount
100-3330-53015	Uniform/Boot Reimburs...	753.02
100-3330-53813	Facility Maintenance	1,136.40
100-3330-53814	Landscape Maintenance	2,570.74
100-3330-53822	Park Maintenance & Re...	417.85
100-4100-53011	Operating Supplies	1,198.60
100-4100-53012	Small Tools & Equipment	209.50
100-4100-53111	Contract Services - Priva...	1,820.00
100-4100-53711	Utility - Gas	263.60
100-4100-53715	Utility - Communications	57.80
100-4100-53811	Equipment Maintenance	125.00
100-4110-53011	Operating Supplies	609.18
100-4110-53012	Small Tools & Equipment	74.20
100-4110-53711	Utility - Gas	677.78
100-4110-53976	Special Departmental	151.00
100-4110-53980	Sports Activities	2,058.89
100-4130-53715	Utility - Communications	119.16
100-4130-53813	Facility Maintenance	180.00
100-4130-53814	Landscape Maintenance	253.50
100-4140-53416	Social Media Technology	5,000.00
100-4140-53979	Special Events	677.95
100-4140-53993	Youth Activities Program	840.00
100-47260	Recreation Programs	40.00
100-5596-59300	Construction Costs	1,233.00
200-20300	FIT Payable	852.21
200-20310	SIT Payable	192.73
200-20320	Life Ins Payable	21.04
200-20330	LTD Payable	86.04
200-20340	PARS	210.22
200-20350	Group Insurance	2.34
200-20360	PERS	745.39
200-20399	Other Payroll Deductions	3,094.05
200-3120-53012	Small Tools & Equipment	407.00
200-3120-53016	Graffiti Removal Supplies	414.47
200-3120-53713	Utility - Hwy Lights	30.63
200-3120-53714	Utility - Water	1,019.65
200-3120-53814	Landscape Maintenance	7,257.16
200-3120-53817	Street/Sidewalk Mainte...	514.29
200-3120-53821	Traffic Markings/Signs	2,501.83
202-20300	FIT Payable	135.09
202-20310	SIT Payable	41.35
202-20320	Life Ins Payable	1.56
202-20330	LTD Payable	15.49
202-20350	Group Insurance	0.10
202-20360	PERS	78.67
202-20399	Other Payroll Deductions	383.18
203-20300	FIT Payable	461.40
203-20310	SIT Payable	114.62
203-20320	Life Ins Payable	8.94
203-20330	LTD Payable	51.04
203-20340	PARS	185.36
203-20350	Group Insurance	0.58
203-20360	PERS	327.59
203-20399	Other Payroll Deductions	1,521.19
205-20300	FIT Payable	336.07
205-20310	SIT Payable	73.21
205-20320	Life Ins Payable	7.89
205-20330	LTD Payable	37.65
205-20340	PARS	147.42

Account Summary

Account Number	Account Name	Payment Amount
205-20350	Group Insurance	0.50
205-20360	PERS	268.34
205-20399	Other Payroll Deductions	1,223.57
205-5586-59600	Other Services	5,120.00
210-20300	FIT Payable	555.01
210-20310	SIT Payable	149.47
210-20320	Life Ins Payable	14.06
210-20330	LTD Payable	65.68
210-20340	PARS	2.31
210-20350	Group Insurance	0.87
210-20360	PERS	474.43
210-20399	Other Payroll Deductions	2,019.07
210-3130-53816	Bus Shelter Maintenance	5,421.22
210-3130-53915	Public Transit Subsidy	1,648.32
215-20300	FIT Payable	335.18
215-20310	SIT Payable	103.70
215-20320	Life Ins Payable	4.31
215-20330	LTD Payable	37.53
215-20340	PARS	2.31
215-20350	Group Insurance	0.28
215-20360	PERS	195.96
215-20399	Other Payroll Deductions	909.79
260-20300	FIT Payable	1,036.40
260-20310	SIT Payable	237.95
260-20320	Life Ins Payable	27.66
260-20330	LTD Payable	112.43
260-20340	PARS	107.93
260-20350	Group Insurance	1.82
260-20360	PERS	757.91
260-20399	Other Payroll Deductions	3,938.89
263-3320-53111	Contract Services - Priva...	4,000.00
280-3300-53111	Contract Services - Priva...	80,922.42
283-20300	FIT Payable	218.11
283-20310	SIT Payable	65.74
283-20320	Life Ins Payable	7.65
283-20330	LTD Payable	27.49
283-20350	Group Insurance	0.52
283-20360	PERS	126.74
283-20399	Other Payroll Deductions	587.89
284-3100-53111	Contract Services - Priva...	5,437.10
285-20300	FIT Payable	401.81
285-20310	SIT Payable	83.59
285-20320	Life Ins Payable	11.16
285-20330	LTD Payable	37.44
285-20340	PARS	85.78
285-20350	Group Insurance	1.68
285-20360	PERS	306.79
285-20399	Other Payroll Deductions	1,285.08
285-3330-53111	Contract Services - Priva...	2,896.50
285-3330-53711	Utility - Gas	251.72
285-3330-53715	Utility - Communications	28.90
285-3330-53813	Facility Maintenance	150.00
285-3330-53814	Landscape Maintenance	5,732.39
285-3330-53822	Park Maintenance & Re...	2,812.59
550-6100-53017	Software & Licensing	618.96
550-6100-53018	Computer Hardware & S...	1,998.22
555-3150-53014	Fuel	9,301.97
555-3150-53812	Vehicle Maintenance	1,600.93

Account Summary

Account Number	Account Name	Payment Amount
600-20250	Deposit - Teen Voice Pro...	924.75
	Grand Total:	375,914.27

Project Account Summary

Project Account Key	Payment Amount
None	293,876.55
100024E	1,000.00
62024E	115.30
98524E	80,922.42
Grand Total:	375,914.27



City of La Puente AGENDA REPORT

To: Mayor and City Council

For meeting of: March 12, 2024

From: Bob Lindsey, City Manager

By: Troy Grunklee, CPA, Director of Administrative Services

SUBJECT: 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

BACKGROUND

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

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

DISCUSSION

The City fleet shows three (3) vehicles which will be replaced by newer vehicles that the City will now lease through Enterprise Fleet Management. That vehicle is:

YEAR	MAKE	MODEL/ DESCRIPTION	GAS, HYBRID OR CNG	VIN
2018	Ford	Transit Van	Gas	1FTYE1ZM7HKB14724
2018	GMC	Canyon	Gas	1GTG5BEN4J1287452
2019	Ford	Fusion Special Service	Hybrid Electric	3FA6P0WU8KR277861

Staff recommends that the City Council approve resolution No. 24-5858, declare the vehicles as surplus and authorize disposal of said items. The City's purchasing officer has determined that the auction process will allow the City to recoup a greater amount of revenue from the sale than selling the

vehicles through the informal bidding process, and will require the use of less valuable City resources, including staff time.

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

FISCAL IMPACT

The expected Vehicle Maintenance & Replacement Fund revenue from the sale of these vehicles is \$5,000 - \$6,000 per vehicle.

RECOMMENDATION

It is recommended that the City Council: (1) adopt Resolution No. 24-5858 and declare as surplus property, three vehicles in the City's fleet, authorizing the sale of the surplus vehicles at auction; and (2) authorize the City Manager to execute the Agreements on behalf of the City.

ATTACHMENTS

Attachment "A": Resolution No. 24-5858

RESOLUTION NO. 24-5858

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA PUENTE, CALIFORNIA, DECLARING AS SURPLUS PROPERTY THREE VEHICLES IN THE CITY'S FLEET, AUTHORIZING THE SALE OF THE SURPLUS VEHICLES AT AUCTION, AND APPROVING AN ASSIGNMENT AGREEMENT AND CONSIGNMENT AGREEMENT WITH ENTERPRISE FLEET MANAGEMENT FOR THE SALE OF THE VEHICLES

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

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

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

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

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

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

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

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

SECTION 2. Given the age and the mileage of the vehicles set forth in Exhibit A, and the costs associated with the maintenance of said vehicles, the City Council hereby declares the vehicles as surplus property.

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

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

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

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

PASSED, APPROVED AND ADOPTED this 12th day of March, 2024, by the following vote:

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

Gabriel Quiñones, Mayor

ATTEST:

Martha Torres, MPA, City Clerk

EXHIBIT A

**LIST OF SURPLUS VEHICLES
2024**

YEAR	MAKE	MODEL/ DESCRIPTION	GAS, HYBRID OR CNG	VIN
2018	Ford	Transit Van	Gas	1FTYE1ZM7HKB14724
2018	GMC	Canyon	Gas	1GTG5BEN4J1287452
2019	Ford	Fusion Special Service	Hybrid Electric	3FA6P0WU8KR277861



City of La Puente AGENDA REPORT

To: Mayor and City Council

For meeting of: March 12, 2024

From: Bob Lindsey, City Manager

By: John Di Mario, Development Services Director
Juan Galvan, MPA, Associate Planner

SUBJECT: CONSIDERATION OF A PROFESSIONAL SERVICES AGREEMENT WITH COMMUNITY WORKS DESIGN GROUP FOR A DOG PARK AND NATURE TRAILS IN THE AMOUNT OF \$27,472.50 TO BE REIMBURSED FROM THE MEASURE A TECHNICAL ASSISTANCE PROGRAM AND CONSIDERATION OF A RESOLUTION AMENDING THE FY 2023/2024 BUDGET AND CAPITAL IMPROVEMENT PROGRAM

BACKGROUND

With the recent upgrades at La Puente Park and the Grace F. Napolitano Nature Education Center, the City is planning to establish a new Dog Park and Nature Trails (“Dog Park”) on its recently acquired property. The City purchased the vacant parcel of land located at the corner of Valley Boulevard and Old Valley Boulevard.

The City has recently secured a grant from the Los Angeles County Regional Park and Open Space District (RPOSD) Technical Assistance Program (TAP) with the aim of establishing additional parks in municipalities that presently lack sufficient park spaces. This project will help to expand the City’s park and open space areas. The grant will be used by the City for professional design services to establish the new Dog Park.

DISCUSSION

The new Dog Park aims to create a valuable community asset that caters to both dogs and their owners. This park will offer a dedicated space for dogs to exercise, socialize, and enjoy outdoor activities. In addition to providing new outdoor recreational opportunities, the Dog Park will feature both large and small public dog areas, public trails, public restrooms, parking and an administrative office that is accessible to the public.

Staff identified a full-service landscape architecture firm, Community Works Design Group (“CWDG”), that has relevant experience in similar projects of this type. Staff then worked with the staff of the RPOSD to secure approval of CWDG through the TAP program, which allows for funding of their services.

Pursuant to Section 2.20.090 of the City’s recently revised purchasing Ordinance, agreements for professional services can be executed without observing the City’s bidding procedures based on

the determination by the City Manager. As stated in Section 2.20.020, the term “professional services” specifically includes the services of an architect. The City Manager can make his determination based on any or all of the following: demonstrated competence, qualifications, experience, and knowledge of the City and reasonableness of cost to perform the services. Based on CWDG’s experience and Staff’s review of their proposal, the costs are reasonable when compared to the services being provided.

FISCAL IMPACT

The total cost for these services is \$27,472.50. Funding is available from the Measure A Technical Assistance Program through the Los Angeles County Regional Park and Open Space District for architectural and design services. Contained within this item is a proposed resolution amending the FY 23/24 Budget and CIP to reflect funding for this project.

RECOMMENDATION

It is recommended that the City Council: (1) approve the Professional Services Agreement with Community Works Design Group in the amount of \$27,472.50; (2) authorize the City Manager to execute the Agreement on behalf of the City; and (3) adopt Resolution No. 24-5859 amending the FY 2023/2024 Budget and Capital Improvement Program.

ATTACHMENTS

Attachment “A”: Professional Services Agreement
Attachment “B”: Resolution No. 24-5859

CITY OF LA PUENTE

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”), is made and effective as of March 12, 2024, between the City of La Puente, a municipal corporation (“City”), and Community Works Design Group, a California corporation (“Consultant”). The City and Consultant are hereinafter collectively referred to as the “Parties”.

RECITALS

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

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

1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until all tasks described herein are completed unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

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

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

(c) Consultant shall perform all Services in a manner reasonably satisfactory to the City and in a manner in conformance with the standards of quality normally observed by an entity providing full-service landscape architecture design services to a municipal agency.

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

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

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

3. MANAGEMENT

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

4. PAYMENT

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit A, based upon actual time spent on the above tasks. This amount shall not exceed Twenty-Seven Thousand Four Hundred Seventy-Two dollars and Fifty cents (\$27,472.50) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

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

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

5. SUSPENSION OR TERMINATION OF AGREEMENT

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

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

6. OWNERSHIP OF DOCUMENTS

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

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

7. INDEMNIFICATION

(a) Indemnity for professional liability

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

(b) Indemnity for other than professional liability

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

(c) Duty to Defend

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

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

8. INSURANCE

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

9. INDEPENDENT CONSULTANT

(a) Consultant is and shall at all times remain as to the City a wholly independent consultant and/or independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultants exclusive direction

and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against the City, or bind the City in any manner.

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

10. LEGAL RESPONSIBILITIES

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

11. UNDUE INFLUENCE

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

12. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

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

13. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

14. NOTICES

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

If to City:

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

With a copy to:

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

If to Contractor:

Scott Rice, ASLA, LEED AP, CASp
President
Community Works Design Group
7111 Indiana Avenue, Suite 300
Riverside, CA 92504
Tel: (951) 369-0700

15. ASSIGNMENT

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

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

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

16. GOVERNING LAW/ATTORNEYS' FEES

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

17. ENTIRE AGREEMENT

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

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

18. SEVERABILITY

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

19. COUNTERPARTS

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

20. CAPTIONS

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

21. WAIVER

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

22. REMEDIES

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

23. AUTHORITY TO EXECUTE THIS AGREEMENT

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

(Signatures on following page)

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

“CITY”
City of La Puente

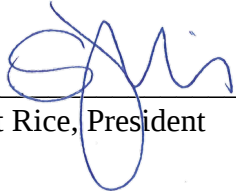
By: _____
Bob Lindsey, City Manager
Attest:

By: _____
Martha Torres, City Clerk

Approved as to form:

By: _____
Susie Altamirano, City Attorney

“CONSULTANT”
Community Works Design Group

By:  _____
Scott Rice, President

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

EXHIBIT A

SCOPE OF SERVICES/RATE SCHEDULE



February 26, 2024

John Di Mario, Development Services Director
City of La Puente
15900 E. Main Street
La Puente, CA 91744
Submitted via Email: jdimario@lapuente.org

Subject: Dog Park and Nature Trail @ Valley Blvd. Conceptual Plan – City of La Puente

Dear John:

We are pleased to present this proposal for Conceptual Landscape Plans for the Dog Park and Nature Trail at Valley and Old Valley Blvd. for the City of La Puente. We have reviewed the Site Plan layout and other materials provided by the City and therefore believe we have a good understanding of the scope of the project.

We are certain we can produce an efficient and cost-effective landscaping design for the proposed improvements to satisfy the requirements of the City.

Should any questions arise concerning this proposal, please do not hesitate to call. We look forward to working with you on this important project.

Respectfully,

COMMUNITY WORKS DESIGN GROUP

A handwritten signature in blue ink, appearing to read "SR", is placed over the printed name of Scott Rice.

Scott Rice ASLA, LEED AP, CASp
President
Landscape Architect CA# 5111
Certified Access Specialist CASp-709

LANDSCAPE ARCHITECTURE & PLANNING | IRRIGATION DESIGN & AUDITING | ACCESSIBILITY CONSULTING

7111 INDIANA AVENUE, SUITE 300 RIVERSIDE, CA 92504 (951) 369-0700 WWW.CWDG.FUN

I. SCOPE OF SERVICES

The Scope for the Dog Park and Nature Trail project will include a full-site topographic survey, City & Southern California Edison (SCE) coordination, construction cost estimate, and a colored conceptual plan. We understand the proposed vacant parcel is encumbered with former street vacation by the City as well as both overhead and underground SCE easements that were preserved in place and will need to be addressed as part of the conceptual plan development.

A. TOPOGRAPHICAL SURVEY

GENERAL: Upon receipt of the contract, we will meet on-site with the City to review the existing conditions and develop an understanding of the overall site layout and project constraints.

1. TOPOGRAPHICAL SURVEY: VCA Engineers, Inc. will perform a full site survey for the project. VCA Engineers, Inc. will develop a topographic base for conceptual plan development.
2. COORDINATION, RESEARCH AND CALCULATIONS: VCA Engineers, Inc. will conduct initial research to obtain known benchmarks necessary to establish horizontal and vertical control at the project site. This task also includes internal meetings with crews to map out work plan.
3. ESTABLISH HORIZONTAL BOUNDARY AND CONTROL: VCA Engineers, Inc. will identify and verify the horizontal boundary of the proposed project site by tying into the City or known horizontal datum (Basis of Bearing).
4. ESTABLISH VERTICAL CONTROL: VCA Engineers will identify and verify the vertical location of the project area by tying into a known vertical datum or benchmark.
5. COLLECT EXISTING SURFACE FEATURES: VCA Engineers, Inc. will collect and identify both horizontally and vertically, visible surface features of the project's site such as the sidewalks, curb and gutter, edges of pavement, sewer rim and invert elevations (storm drain, area drains, sanitary sewers), water valve boxes as well as landings, pavements (asphalt or concrete), turfs, structure corners, trees, signs, fences and other visible site features within the project site limit of survey.
6. PREPARE SURVEY DRAWING: VCA Engineers, Inc. will assimilate all of the data collected in the field to prepare a survey drawing that will reflect found field data. All survey data collected from field reconnaissance as well as the transfer of data to drawing format will be reviewed for quality assurance. Work includes topographic mapping that leads to topographic plans at 1"=20' minimum and six-inches or one foot contour intervals on 24x36 drawing sheets on surveyor title block and wet sealed. Please note, CAD files of the complete survey will also be provided.

Task A Deliverables: Topographic Survey Base and files

B. CONCEPTUAL LANDSCAPE PLAN

GENERAL: We will coordinate with the City and SCE to further develop the City's schematic layout into a functional and cohesive design. We will begin with the preparation of a conceptual plan. The conceptual plan will integrate the concepts of water conservation, low maintenance, vandal resistance, attractive and practical design solutions that meet all requirements of the City and SCE's standards and ordinances.

1. CONCEPTUAL PLANS: We will prepare a colored conceptual plan for the new dog park and nature trail that meets all of the City's and SCE's Improvement Plan Requirements.
2. PLANTING PALETTE: We will develop a plant palette of aesthetically pleasing, low maintenance and primarily California native plants for the new Dog Park to meet the City and SCE's requirements.
3. COST ESTIMATE: Our team will prepare a rough-order cost estimate covering the full scope of Dog Park Improvements.
4. CITY & SCE COORDINATION: Our team will work with the City of La Puente and SCE to address potential improvement requirements for the new dog park. We will make final revisions as directed by the City and will prepare the final colored landscape master plan for final submittal.

Task B Deliverables: PDF copies of all documents
Regular e-mail progress updates and ongoing coordination documentation
Blackline and color conceptual landscape & planting plan
Preliminary Cost Estimate

CONSTRUCTION DOCUMENTS/ BIDDING ASSISTANCE/ CONSTRUCTION SUPPORT

Future Services that are not covered within this proposal.

Upon receipt of all approvals and funding, and at the Client's request, we can provide a separate proposal for developing construction drawings, providing bidding support, and providing ongoing construction administration assistance.

III. FEE PROPOSAL

The following is our proposed fee to provide all work for Conceptual Landscape Plans for the City of La Puente Dog Park & Nature Trail.

	<u>Consultant Services</u>		<u>Fee</u>
A.	Full Site Topographical Survey & Base	LUMP SUM	\$12,000.00
B.	Colored Conceptual Landscape Plan Package	LUMP SUM	\$12,975.00
	Conceptual Design Contingency (10%)	Hourly/NTE	\$ 2,497.50
	TOTAL FEES		\$ 27,472.50

1. Provisions of Attachment 1 are an integral part of this proposal as if herein written in full.
2. This proposal expires after 90 days if an agreement for professional services is not fully executed.

ACCEPTED: _____
Signature

DATE: _____

Printed Name / Title

*Landscape Architects are Licensed by the Landscape Architects Technical Committee,
located at 2420 Del Paso Road, Suite 105, Sacramento, CA 95834*

ATTACHMENT - 1

NORMAL HOURLY RATES

Principal Landscape Architect's
time at the fixed rate of: \$215.00 per Hour

Certified Access Specialist's
time at the fixed rate of: \$195.00 per Hour

Senior Landscape Architect's
time at the fixed rate of: \$175.00 per Hour

Project Manager's
time at the fixed rate of: \$145.00 per Hour

Certified Irrigation Designer's
time at the fixed rate of: \$175.00 per Hour

Landscape Designer's
time at the fixed rate of: \$130.00 per Hour

Professional Staff's
time at the fixed rate of: \$ 75.00 per Hour

OUTSIDE CONSULTANTS

Services of outside consultants not listed in this proposal, at our direct cost, plus 15% of the actual cost of their services for coordination.

REIMBURSABLE ITEMS

Reimbursable items, such as the cost of plotting, graphic reproduction and shipping, at our direct cost plus 15%. Auto travel shall be charged at current IRS reimbursement rate. Reimbursable items are billed in addition to the stated fee.

TERMS AND CONDITIONS OF PAYMENT

We will bill in proportion to the percentage of work complete at the time of billing. All billing statements are due upon receipt. Interest will be charged at the rate of 2% per month on the past due balance thirty days and over.

EXHIBIT B

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RESOLUTION NO. 24-5859

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA PUENTE, CALIFORNIA, AMENDING THE ADOPTED BUDGET AND CAPITAL IMPROVEMENT PROGRAM FOR FISCAL YEAR 2023-2024

WHEREAS, on May 31, 2023, the City Council approved and adopted the Fiscal Year (“FY”) 2023-24 budget and capital improvement program; and

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

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

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

SECTION 2. The City of La Puente’s Budget and Capital Improvement Program for Fiscal Year 2023/2024 is hereby amended to increase both revenue and expenditure appropriations as follows:

Fund	Amount
Measure A (283)	\$27,500.00

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

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

PASSED, APPROVED AND ADOPTED this 12th day of March, 2024, by the following vote:

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

Gabriel Quiñones, Mayor

ATTEST:

Martha Torres, MPA, City Clerk



City of La Puente AGENDA REPORT

To: Mayor and City Council For meeting of: March 12, 2024

From: Bob Lindsey, City Manager

By: Alex Bauman, Director of Community Services

SUBJECT: CONSIDERATION OF A PROFESSIONAL SERVICES AGREEMENT
WITH EVENT SOUND PROFESSIONALS (ESP) TO PROVIDE AUDIO
SERVICES FOR CITY SPECIAL EVENTS

BACKGROUND/DISCUSSION

City staff are recommending the Council review and approve the professional services agreement with the Event Sound Professionals (ESP). They will be able to provide turnkey (full-service) operations for each of the events reflected in the agreement. The agreement will cover Concerts in the Park, 3rd of July, Dia de los Muertos and the Holiday Parade. For comparison, these events cost \$49,205 last year. The savings are in part from the new equipment installed at the amphitheater. The new equipment significantly reduces what is needed to rent from a sound company.

FISCAL IMPACT

The total price for the audio services reflected in the proposal is \$32,475.

RECOMMENDATION

It is recommended that the City Council: (1) approve the Professional Services Agreement for audio services provided by Event Sound Professionals; and (2) authorize the City Manager to execute the Agreement on behalf of the City.

ATTACHMENTS

Attachment "A": Professional Services Agreement

CITY OF LA PUENTE

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”), is made and effective as of March 12, 2024, between the City of La Puente, a municipal corporation (“City”), and Event Sound Professionals, ESP (“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 through December 6, 2024, unless sooner terminated pursuant to the provisions of this Agreement. This Agreement may be extended for two additional one-years by mutual written 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”). Tasks other than those specifically described in the Scope of Services shall not be performed without prior written approval of the City. In the event of conflict or inconsistency between the terms of this Agreement and Exhibit A, the terms of this Agreement shall prevail.

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

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

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

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

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

3. MANAGEMENT

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

4. PAYMENT

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B (“Rate Schedule”), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed \$32,475.00 for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

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

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

5. SUSPENSION OR TERMINATION OF AGREEMENT

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

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

6. OWNERSHIP OF DOCUMENTS

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

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

7. INDEMNIFICATION

(a) Indemnity for professional liability

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

(b) Indemnity for other than professional liability

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

(c) Duty to Defend

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

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

8. INSURANCE

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

9. INDEPENDENT CONSULTANT

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

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

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

10. LEGAL RESPONSIBILITIES

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

11. UNDUE INFLUENCE

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

12. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

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

13. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

14. NOTICES

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

If to City:

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

If to Contractor:

Event Sound Professionals
Willie Robinson
1901 E 61st Street
Long Beach, CA 90905
Tel: (424) 230-9382

15. ASSIGNMENT

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

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

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

16. GOVERNING LAW/ATTORNEYS' FEES

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

17. ENTIRE AGREEMENT

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

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

18. SEVERABILITY

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

19. COUNTERPARTS

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

20. CAPTIONS

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

21. WAIVER

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

22. REMEDIES

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

(Signatures on following page)

23. AUTHORITY TO EXECUTE THIS AGREEMENT

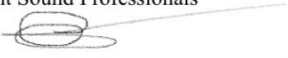
The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

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

“CITY”
City of La Puente

By: _____
Bob Lindsey, City Manager

“CONSULTANT”
Willie Robinson
Event Sound Professionals

By:  _____

Attest:

By: _____
Martha Torres, City Clerk

Approved as to form:

By: _____
City Attorney

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

EXHIBIT A & B

SCOPE OF SERVICES AND RATE SCHEDULE

The selected Contractor will provide special event audio services for the events listed below. The selected Contractor will be able to provide turnkey (full-service) operations. Payment will be made after each event has taken place, price determined by provided quote.

SCHEDULE OF SPECIAL EVENTS

(Timeframes for all events are subject to change)

PROJECT #1

Wednesday, June 26, 2024 from 7:00-9:00pm (*Concert in the Park*)
Wednesday, July 10, 2024 from 7:00-9:00pm (*Concert in the Park*)
Wednesday, July 17, 2024 from 7:00-9:00pm (*Concert in the Park*)
Wednesday, July 24, 2024 from 7:00-9:00pm (*Concert in the Park*)
Wednesday, July 31, 2024 from 7:00-9:00pm (*Concert in the Park*)
Tuesday, August 6, 2024 from 6:00-8:30pm (*Concert in the Park/National Night Out*)
Wednesday, August 14, 2024 from 7:00-9:00pm (*Concert in the Park*)
Wednesday, August 21, 2024 from 7:00-9:00pm (*Concert in the Park*)
Wednesday, August 28, 2024 from 7:00-9:00pm (*Concert in the Park*)
Wednesday, September 4, 2024 from 7:00-9:00pm (*Concert in the Park*)
Wednesday, September 11, 2024 from 7:00-9:00pm (*Concert in the Park*)

Location: La Puente Park, 501 Glendora Ave La Puente, CA 91744

- Audio to supplement existing equipment on outdoor amphitheater
 - Audio technician to run/operate audio for entirety of event
 - 8-12X stage monitor system (*band needs to dictate final*)
 - 5-12 mics and mic stands (*band needs to dictate final*)

Existing Equipment on Amphitheater

2 x 18" Ground stationed Bass speaker cabinets
2 x 4-Stack Line Speaker stacks that are raised and mounted to the Truss system
2 x Jumperz 16 Channel, 50' Snake
2 x Crown XLS 2505 2 Channel, 775W Amps (1 For 18" Bass Speakers, 1 For 4 Stack Line Speakers)
1 x American DJ Supply DMX Controller Stage Lighting Board
Cross-over/Limiter
1 x 16 Channel Yamaha DM3 Mixer
6 x Shure SM8 Wire Microphones and cables
5 x Boom microphone stands

PROJECT #2

Wednesday, July 3, 2024 from 3:00-10:00pm (*Fortunato Jimenez Independence Day Celebration*)

Location: La Puente Park, 501 Glendora Ave La Puente, CA 91744

- Audio to supplement existing equipment on outdoor amphitheater
 - Audio technician to run/operate audio for entirety of event
 - DDS-Delay Speaker System (football field)
 - Audio Multi Feed from Main Stage
 - 8-12X stage monitor system (*band needs to dictate final*)
 - 5-12 mics and mic stands (*band needs to dictate final*)

Existing Equipment on Amphitheater

2 x 18" Ground stationed Bass speaker cabinets

2 x 4-Stack Line Speaker stacks that are raised and mounted to the Truss system

2 x Jumperz 16 Channel, 50' Snake

2 x Crown XLS 2505 2 Channel, 775W Amps (1 For 18" Bass Speakers, 1 For 4 Stack Line Speakers)

1 x American DJ Supply DMX Controller Stage Lighting Board

Cross-over/Limiter

1 x 16 Channel Yamaha DM3 Mixer

6 x Shure SM8 Wire Microphones and cables

5 x Boom microphone stands

PROJECT #3

Saturday, November 2, 2024 from 11:00am-5:00pm (*Dia de los Muertos Downtown Festival*)

Location: City Hall/Main Street, 15900 E. Main Street La Puente, CA 91744

- Stage-20x16x3
 - rails, stairs, skirt and shading/cover
- Audio: ACS 32/8/8
 - 8-12X stage monitor system
 - 5-12 mics and mic stands
- Lighting System
 - LS8-P38- 8-PAR64, LED2-LED

No existing equipment at this location.

PROJECT #4

Friday, December 6, 2024 from 6:00pm-10:00pm (*Holiday Parade*)

Location: City Hall/Main Street, 15900 E. Main Street La Puente, CA 91744

- 2 Stages-8x12x4
 - rails, stairs, skirt
- Lighting
 - 10' truss totem with base
 - RGBWUAV LED To Flank stage and street
- Audio
 - Audio Tech
 - 3 wireless Mics
 - Wired Remote speakers flanked 50'-100' from stage

No existing equipment at this location.



QUOTE

424-230-9382
esp.event.sound.professionals

1901 E 61st Street
Long Beach Ca. 90905

Attention: Angel Morales
Title: Special Event
Date: 02/09/2024

Project Title: La Puente City Events
Project Description: Providing Audio Engineering and Equipment
P.O. Number: 020924
Invoice Number: 2924
Terms: Quote

Description	Quantity	Unit Price	Cost
Project #1 I will provide floor monitors microphones stands and cable's. Audio Engineer and Crew	11	\$ 1,800.00	\$19,800.00
Project #2 I will provide delayed speakers, monitors, lighting, microphones stands and cable's. Audio Engineer and Crew	1	\$ 2,500.00	\$ 2,500.00
Project #3 I will provide a 20 X 16 X 3 Stage with skirt, 8 main speakers, 4 dual 18 inch Subwoofers, 32 channels mixer, microphone's stands and cable's. Audio Engineer and crew. 16 par cans, 6 moving heads and 4 stage flood lights	1	\$ 4,200.00	\$ 4,200.00
Project #4 2 Stages-8x12x3 rails, stairs, skirt, Lighting 10' truss totem with base RGBWAV LED To Flank stage and street, Audio Audio Tech,3 wireless Mics Wired Remote speakers flanked 50'-100' from stage	1	\$3500.00	\$3500.00

1

Description	Quantity	Unit Price	Cost
Transportation and Crew	16		\$2,475
		Subtotal	\$32,475.00
	Tax	8.25%	\$
		Total	\$32,475.00

Sincerely yours,

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



City of La Puente AGENDA REPORT

To: Mayor and City Council For meeting of: March 12, 2024

From: Bob Lindsey, City Manager

SUBJECT: CONSIDERATION OF PROCLAIMING MARCH 2024 AS NATIONAL NUTRITION MONTH

BACKGROUND/DISCUSSION

City Staff received a request to proclaim March 2024 as National Nutrition Month in the City of La Puente. National Nutrition Month is an annual campaign created by the Academy of Nutrition and Dietetics.

FISCAL IMPACT

None.

RECOMMENDATION

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

ATTACHMENTS

None.